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Agreement

between



**THE CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES**

and

**THE CAMDEN COUNTY COLLEGE
ADJUNCT FACULTY FEDERATION**

New Jersey State Federation of
Teachers/AFT/AFL-CIO Local 4965

January 1, 1996 - May 31, 2000



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ARTICLE I: RECOGNITION

A. Unit Definition

1. The College hereby recognizes the Federation 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 faculty engaged in 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 B of this Article, the College shall notify the Federation 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 Federation.
3. Grievances may be filed at Level Two, the Academic Dean's level, 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 level 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 Level 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) 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) days of the Spring semester (i.e., the last day of classes), the written grievance must be filed within thirty (30) calendar days.

1. **Level 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 level

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. Level Two: Written Grievance

If the grievant is not satisfied with the disposition of his/her grievance at Level One, the grievant 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, meet with the grievant. The Federation shall be notified of such meeting and may attend to represent the Federation or the grievant. The Academic Dean shall provide a written decision within seven (7) calendar days after said meeting.

3. Level Three: Academic Vice President

If the grievant is not satisfied with the disposition of his/her grievance at Level 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 Level 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. Level Four: President

If the grievant is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) calendar days after the grievance was delivered to the Academic Vice President, the grievant 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 Federation is not satisfied with the disposition of the grievance at Level Four, the Federation, 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 Level Four.

The procedure after the receipt of notification of the Federation'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 Federation'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 Federation 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 Federation.
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 Federation covenants and agrees that during the term of this Agreement, neither the Federation or any members of the Federation, or any member of the bargaining unit, nor any person acting in its behalf will cause, authorize, or support, nor will any of its members 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 Federation 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 Federation agrees that it will undertake any necessary actions at its own expense 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. An offer of employment may be rescinded up to the beginning of the first full week of classes due to the lack of registration or any other reason. An offer of employment may be rescinded within the first full week of classes due to lack of enrollment or the need for full-time faculty to meet their teaching load requirement. In the event that the offer of employment is rescinded, the College will pay the bargaining unit member on a prorated basis for the number of class sessions actually taught.

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*

Effective with the Fall 1997 Semester:

1. No adjunct faculty member who has taught eight (8) Fall or Spring semesters at Camden County College shall be terminated, suspended or disciplined without just cause during a semester in which they are employed. Semesters taught at the College prior to the commencement date of this Agreement, including but no earlier than Spring 1988, shall count toward this threshold of eight (8) semesters.
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 in that semester but for the termination, suspension or discipline. The arbitrator shall have no authority to award reinstatement or any other relief.

D. Re-Employment

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.

E. Mailboxes

Adjunct faculty members who teach at Blackwood and/or Camden shall have individual mailboxes at the campus where they teach most regularly. Adjunct faculty members who do not teach at either campus will have mailboxes provided for them at the Blackwood campus. The contents of the adjunct's mailbox shall be mailed to the home of the adjunct faculty member once a month upon request.

F. Textbook Selection

Adjunct faculty members may present their suggestions concerning textbooks to their departments prior to the start of each term.

G. Vacancy Notices

Notice of vacancies in full-time positions for faculty, non-teaching professional or administrative positions shall be posted near the office of the Coordinator of Adjunct Faculty Services and at divisional bulletin boards designated by the Academic Deans, and at the Camden Campus.

H. Absences

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.

I. Evaluations

The College shall evaluate adjunct faculty members according to a procedure it deems appropriate. The College will solicit input from the Federation during the development of such procedure.

ARTICLE V: PERSONNEL FILES

A. *Official and Dean's Files*

There shall be one official personnel file which 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 from either file without charge. Additional copies shall be provided to the adjunct faculty member at a charge of five (5) cents per page. An adjunct faculty member may be accompanied by a Federation representative when inspecting such files, or may authorize, in writing, a Federation representative to inspect such files. A College representative may be present whenever an adjunct faculty member or the authorized Federation 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 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.
 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 without negotiations with the Federation.

ARTICLE VII: FEDERATION 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 Federation for the duration of this Agreement.

B. *Building Visitation*

The Federation 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 Federation and its representatives shall have the right to use College buildings to conduct official Federation 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 Federation request to use a College building shall be made in writing in advance of the meeting and be submitted to the appropriate College official.

D. *Notice Posting*

The Federation and its representatives shall have the right to post notices on a bulletin board near the office of the Coordinator of Adjunct Faculty Services and at the Camden Campus, and to place notices in adjunct faculty mailboxes.

E. *Duplicating Services*

The Federation 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 Federation 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 to the Federation 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, including addresses and courses they are teaching.

G. Pins

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

H. Dues Deduction

1. The College will deduct Federation dues, in equal parts, from all the paychecks of each bargaining unit member from whom it receives a written authorization.
2. The Federation 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 Federation 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 Federation shall have a representation fee equal to 85% of the Federation dues deducted from their pay and forwarded to the Treasurer of the Federation. This fee is in lieu of dues for services rendered by the majority representative, the Federation. Nothing herein shall be deemed to require any adjunct faculty member to become a member of the Federation.

Agency Fee deductions shall be effective commencing upon ratification of this Agreement and shall cease on August 1, 1997 in the event that the Federation dues paying membership is less than seventy (70) percent of the unit membership. In each subsequent year of the Agreement on August 1, an assessment shall be made to determine if the minimum percentage has been met. If it has been met, the agency fee deduction shall continue until the following assessment.

4. Such dues and fees will be remitted to the Federation's Treasurer or designee on a monthly basis.
5. The Federation 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 Federation 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 Federation, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Federation.

I. Meetings

The Federation 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 Federation 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 Federation 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 Federation 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 Federation present to advise him/her and represent him/her during such meeting or interview.

ARTICLE IX: SALARIES

A. *Rate of Pay*

Adjunct faculty shall be paid as follows:

Spring, 1996 - Spring, 1997 - \$390 per contact hour.

Summer, 1997- Spring, 1998 \$400 per contact hour.

Fall, 1998 - Summer, 1999 \$412 per contact hour.

Fall, 1999 - Spring, 2000 \$424 per contact hour.

B. *Paychecks*

The College shall notify adjunct faculty members and the Federation 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.

ARTICLE X: 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*

Except as hereafter provided, any individual employment contract executed between the College and an employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual 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 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 Federation of its decision and the circumstances of such action.

D. *Printing and Distribution of the Agreement*

Copies of this Agreement shall be printed; the expense to be borne equally by the Federation 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. *Duration*

This Agreement shall be effective for the period commencing January 1, 1996 and continuing through May 31, 2000, 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 May 31, 2000 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 May 31, 2000.

The salary article (Article IX) shall be effective commencing January 1, 1996, and continuing until May 31, 2000. All other articles shall be effective upon ratification by both parties and shall continue until May 31, 2000.