

Contract no. 472

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INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY

OCT 8 1993

**Agreement
Between
Board of Trustees
of
Camden County College
and
Camden County College
Faculty Association**

July 1, 1991 - June 30, 1994

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ARTICLE I - RECOGNITION

A. The Board of Trustees, hereinafter referred to as the "Board", hereby recognizes the Camden County College Faculty Association affiliated with the New Jersey Education Association, hereinafter referred to as the "Association", as the sole collective bargaining agent and as the majority representative as defined in the New Jersey Public Laws of 1968, Chapter 303, as amended by the New Jersey Public Laws of 1974, Chapter 123, for all full-time faculty presently employed or hereafter employed by the Board.

B. The term "faculty", or "faculty member", as herein used shall apply to the employees in the bargaining unit under full-time contract possessing academic rank and shall include the following:

1. Departmental Chairpersons
2. Program Coordinators and Directors
3. Coaches
4. Director of Dental Auxiliary Programs

C. The words "he", "his", etc. shall be construed to include both male and female gender in this agreement.

D. If a new position or job title is created which involves no substantial changes in the duties and responsibilities of an eliminated position or job title, and the eliminated position or job title belonged in the bargaining unit, then the new position or job title shall be in the unit.

ARTICLE II - CONSULTATION

A. GENERAL FACULTY-ADMINISTRATION MEETINGS

1. Three (3) teaching days prior to a General Faculty-Administration meeting, the agenda as well as a copy of all College Committee reports to be discussed, including minority or dissenting reports, if such opinions exist, shall be distributed to all concerned.

2. Faculty who wish to enter any materials or suggestions for consideration at such meeting may submit their requests or recommendations to the College President or his designee five (5) teaching days prior to said meeting and the materials shall be distributed along with the agenda of the meeting.

3. Minutes shall be distributed to all faculty members and administrators prior to the next General Faculty meeting.

B. DEPARTMENT MEETINGS

1. Shall be scheduled once per month unless the majority of the department vote otherwise.

2. An agenda shall be distributed to all members at least three (3) days in advance of the meeting.

3. All expenditures from the department's proposed budget for the next fiscal year should be ratified by the department prior to submission to the Academic Dean for approval.

4. Items will be placed on the agenda of the meeting upon the request of any faculty member.

5. If necessary, the College President or his designee may call an additional meeting.

C. CONSULTATION WITH THE COLLEGE PRESIDENT

The Board and the Association agree that the College President or his designee and the Association President or his designee, as the representative of the College Faculty, are to meet once per week at a mutually convenient time and place for the purpose of discussing faculty views, requests, and other mutual concerns so as to foster good Faculty-Administration relations.

ARTICLE III - ASSOCIATION-BOARD RELATIONS

A. BOARD

1. Upon request the Board shall make available to the Association any material, information, statistics, and/or records which are relevant to negotiations or to the proper enforcement or implementation of this agreement. Public information and minutes of Board meetings shall be available to the Association. The agenda shall be furnished to the Association President in advance.

2. The Board hereby agrees that all full-time faculty members shall have the right to freely organize, join and support the Association for the purpose of having it represent their interest to the Board for engaging in collective bargaining over salaries, terms and conditions of employment, rules affecting working conditions, grievances, and for other activities for mutual aid and protection.

3. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board for itself and its representatives, undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce, or harass any faculty member in the enjoyment of any rights conferred by the laws of New Jersey or the Constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, rules affecting working conditions, any terms or conditions of employment, hiring, tenure or continuity of employment or in promotional opportunities by reason of his membership in the Association, his participation in any activities of the Association, or collective bargaining with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement.

4. The Board and the Association agree that the provisions of this Agreement and the wages, hours, terms and conditions of employment 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 marital status, handicapped or veterans' status, or membership or participation in any scientific or professional organization.

5. No recording devices shall be used at meetings between members of the Association and members of the College Administration and/or Board without the written consent of all the parties.

6. Members of the bargaining unit who are either engaged in or who are considering securing outside employment are required to read the Department of Higher Education's Regulations and Guidelines governing outside employment which is available in the Office of the College President or his designee, and the Academic Deans.

B. DUES CHECKOFF, AGENCY SHOP AND OTHER DEDUCTIONS

1. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

2. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice thirty (30) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

3. Upon written notification from the Association Treasurer, the College will deduct from non-association employee(s) represented by this bargaining unit, a representation fee equal to eighty-five percent (85%) of the annual dues for Association members. The Association Treasurer will determine the amount of the

dues to be paid by payroll deduction. The Association shall indemnify, defend, and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon deduction authorization forms submitted.

4. It is agreed by the parties to this agreement that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once funds deducted are remitted to the Association the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

C. ASSOCIATION

1. The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

2. The Association, being the majority representative of the faculty of Camden County College, shall be entitled to act for and to negotiate agreements covering all employees in the unit, and shall be responsible for representing the interests of all such employees without discrimination and without regard to a faculty member's organization membership.

3. Proposed new rules or modifications of existing rules or policies governing working conditions shall be negotiated in good faith with the majority representative before they are established.

4. The Association and the College President or his designee shall jointly plan and develop the faculty orientation, the in-service programs for faculty and the faculty handbook.

5. If the Board should subsequently create new positions, and if the parties cannot agree whether the position should be included within the unit, the final decision will rest with the New Jersey Public Employment Relations Commission.

6. Upon request from the Association to the appropriate administrative officer of the College, such administrative officer of the College shall discuss with the appropriate representative of the Association the advisability of transmitting an administrative directive concerning any provision of this Agreement. A copy of such shall be sent to the Association President who will be responsible for posting the directive and informing the membership.

ARTICLE IV - ASSOCIATION-BOARD RIGHTS

A. ASSOCIATION RIGHTS

1. Association representatives shall be accorded the right to speak and ask questions at Board Meetings; questions may be placed on the agenda by notifying the College President on or before the day of the meeting in order to present the views of the Association on topics or discussions concerning the Association.

2. The Association and its representatives shall have the right to use College facilities, without charge, for meetings and related purposes when said use does not interfere with the operation of the College. At least a continuous one hour and forty-five minute time period per month shall be scheduled to conduct Association business. A 3:30 p.m. to 5:15 p.m. time period on the second Thursday of each month is recommended. No faculty member shall be required or permitted to take an assignment during those hours unless that course is the only one available to complete that faculty member's teaching schedule.

3. Duly authorized representatives of the Association shall be permitted to transact official Association business on College property at all reasonable times.

4. The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audio-visual equipment in accordance with past practices and existing copyright laws. Application (verbal or written) will be made to the College President or his designee and reimbursement for costs will be made by the Association to the College.

5. The Board shall equip each faculty lounge with a bulletin board, and a refrigerator. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards. The Association may use the College mail service and faculty mailboxes for communications to faculty, including faculty-wide distribution.

6. Wilson East 215 shall be the assigned faculty office of the Association President, and shall be deemed to be the office of the Association. The Board agrees to assign no other faculty member to said office. The Association may install necessary equipment in said office.

7. Whenever any representative of the Association or any faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay, nor be expected to compensate in any way for time spent in carrying out such responsibilities.

8. If the Association requests a work load reduction of three (3) credits per semester for the Association President at no cost to the College, the College will grant such a request. It is understood and agreed that the salary of the President of the Association will be reduced proportionately. It is further understood that the Association will give the College sufficient notice to comply.

9. Upon request, the Association President or his designee shall be provided with copies of all faculty schedules from the office of the Academic Dean.

10. Conference rooms shall be made available to the Association for use by its committees.

B. BOARD RIGHTS

1. The Board has the responsibility and the authority to manage and direct in behalf of the public and itself all the operations and activities of the College to the full extent authorized by law, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

2. The Board of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

3. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this agreement.

ARTICLE V - STATEMENT ON ACADEMIC FREEDOM

Academic freedom and its attendant responsibilities are essential to the fulfillment of the purposes of the College. Consistent with this statement:

A. Faculty members shall have the unrestricted freedom in the classroom to discuss such topics as are relevant to their subject.

B. There shall be no censorship of library material.

C. Faculty members are entitled to freedom in research and in publication of the results that are connected with their academic duties.

D. Faculty members are entitled to freedom in the selection of textbooks, audio-visual aids and other teaching aids used for instructional purposes in their classroom.

E. Faculty members shall select the method or approach to teaching utilized in their classrooms.

ARTICLE VI - PROFESSIONAL CODE OF ETHICS

The Board and the Association subscribe to the concepts of Professional Ethics as follows:

A. The professor, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognized the special responsibilities placed upon him. His primary responsibility to his subject is to seek and to state the truth as he sees it and to this end, he devotes his energies to developing and improving his scholarship competence. He accepts the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. He practices intellectual honesty and, although he may follow subsidiary interests, these interests must never seriously hamper or compromise his freedom of inquiry.

B. As a teacher, the professor encourages the free pursuit of learning in his students and holds before them the best scholarly standards of his discipline. He demonstrates respect for the student as an individual, adheres to his proper role as intellectual guide and counselor, makes every reasonable effort to foster honest academic conduct and to ensure that his evaluation of students reflects their true merit. He respects the confidential nature of the relationship between professor and student, avoids any exploitation of students for his private advantage and acknowledges significant assistance from them. He protects their academic freedom.

C. As a colleague, the professor has obligations that derive from common membership in the community of scholars. He respects and defends the free inquiry of his associates and in the exchange of criticism and ideas he shows due respect for the opinions of others. He acknowledges his academic debts, strives to be objective in his professional judgment of colleagues and accepts his share of faculty responsibilities for the governance of his institution.

D. As a member of the institution, the professor seeks above all to be an effective teacher and scholar. Although he observes the stated regulations of the institution, provided they do not contravene academic freedom, he maintains his right to criticize and seek revision if necessary. He determines the amount and character of the work he does outside the institution with regard to his paramount responsibility within it. When considering the interruption or termination of his service, he recognizes the effect of his decision upon the program of the institution and gives due notice of his intentions.

E. As a member of an academic community, the professor has the rights and obligations of any citizen. He measures the urgency of these obligations in the light of his responsibilities to his subject, students, profession and institution. When he speaks or acts as a private person, he avoids creating the impression that he speaks or acts on behalf of his college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the professor has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

F. The Association agrees to uphold the Board Policy on sexual and racial harassment. If a faculty member is not satisfied with the administration's resolution of the complaint, he may appeal that decision to the Board of Trustees.

ARTICLE VII - FACULTY RIGHTS

A. Nothing contained herein shall be construed to deny or restrict to any faculty 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 faculty herein shall be deemed to be in addition to those provided elsewhere.

B. Faculty shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to employment of such faculty. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board.

C. When written charges are placed against a faculty member by the administration or a faculty member, or a faculty member is required to be in attendance at an investigatory interview, then a conference will be arranged by the administration within two (2) working days for a discussion. A faculty member is entitled to representation at such conference.

D. A faculty member not scheduled for classes or other duties specified in this Agreement shall not be required to be present at the College.

E. A faculty member's work load shall span no more than five (5) consecutive days. Any extension of this time shall be by mutual agreement of the faculty member concerned and the College Administration. Nothing herein precludes some faculty members from being scheduled less than five (5) days.

F. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course and subject to the sole approval of the Administration.

ARTICLE VIII - FACULTY RESPONSIBILITIES

A. ACADEMIC YEAR

1. The College has established an academic year for faculty members consisting of thirty-two (32) weeks divided into two (2) sixteen (16) week semesters each of which shall include the time allocated for final examinations.

2. The period between the Fall semester and the Spring or second semester is designated as "semester break" for all faculty members and they are not required to perform any teaching or non-teaching duties.

B. TEACHING LOAD

The normal teaching load for each full-time faculty member shall be fifteen (15) credit hours per semester, with a maximum of thirty (30) credit hours per academic year, subject to the following exceptions:

Full-time faculty in the Secretarial Science, Science, Technology, and Physical Education fields may be assigned up to eighteen (18) contact hours per semester with a limit of thirty-six (36) contact hours per academic year.

C. OFFICE HOURS

1. Within the first five (5) working days of each semester a faculty member shall post in a conspicuous area and manner his current office hours and teaching schedule.

2. Each faculty member shall maintain four (4) office hours per week for consultation with students. A faculty member will be expected to be present in his office during the posted office hours and if a student's schedule conflicts with the faculty member's office hours, a mutually agreeable time may be established for consultation.

3. Faculty members shall maintain and post one (1) office hour per week during the summer session(s) they teach.

D. FACULTY ADVISING

1. Where possible, faculty advisors shall be assigned to students based upon the academic area of the faculty member concerned. Such assignments will be made so as to serve the best interests of the student and will be in effect for the academic life of the student unless either the faculty member or the student requests a change.

2. The maximum number of advisees that a faculty member shall have will be thirty-four (34).

E. FACULTY RESPONSIBILITIES

Each faculty member shall be responsible for the following:

1. To attend department/program meetings.
2. To hold classes as scheduled.
3. To start classes on time and conduct class for the full scheduled time period.
4. To comply with all safety, fire, and smoking regulations.
5. To attend all appropriate in-service functions.
6. To turn in grades as scheduled.
7. To attend meetings of the General Faculty.
8. To attend College Committee Meetings.
9. New faculty members to attend all orientation functions.
10. To provide students with a written statement of course requirements and expectations which shall include the attendance and grading policy, course objectives, and a course outline.
11. To retain all course documentation for a period of not less than three (3) years upon the completion of the course.
12. To observe the approved course syllabus.

ARTICLE IX - ACADEMIC CLASSES AND GRADING

The provisions of this Article shall be subject to the sole approval of the Administration.

A. SCHEDULING OF COURSES

1. The selection of courses and sections shall be determined by the mutual agreement of the appropriate full-time faculty of the department/program and their immediate supervisor.

2. If there is no mutual agreement, preference in the selection of courses and sections shall be assigned on a semester rotation basis among the qualified members in that academic department/program. The rotation shall continue from the previous contract for the duration of this contract.

3. All faculty assignments shall be subject to the approval of the College President.

B. SCHEDULING OF OVERLOADS

1. Overloads and summer positions shall be assigned with first priority to full-time qualified department/program members requesting them.

2. Overload assignments are voluntary. No full-time department/program members shall be assigned more than two (2) overloads during the Fall or Spring semesters. Courses will be selected by department/program members in accordance with the rotation system and continue until each member who desires a course has had an opportunity to teach one. The process will continue until either all the courses are covered or all department/program members refuse any further assignments. Weekend College courses will not be included in the aforementioned two (2) course limitation.

3. Physical Education faculty may be assigned up to six (6) contact hours of overload per semester.

C. SCHEDULING OF SUMMER SESSION COURSES

1. The summer session consists of three sessions: the first five (5) week session, the eight (8) week session and the second five (5) week session.

2. Since the first five (5) week session and the eight (8) week session usually begin together, courses for these sessions will be placed in a common pool.

3. Courses will be selected by department/program members in accordance with the rotation system and continued until each member who desires a course has had an opportunity to teach one. The process will continue until either all the courses are covered or all department/program members refuse any further assignments.

D. AN EXAMPLE OF A ROTATION IN A FIVE-MEMBER DEPARTMENT/PROGRAM FOR

<u>OVERLOAD ASSIGNMENTS</u>							
PROFESSOR	SUMMER	FALL	SPRING	SUMMER	FALL	SPRING	SUMMER
	1991	1991	1992	1992	1992	1993	1993
A	1st	5th	4th	3rd	2nd	1st	5th
B	2nd	1st	5th	4th	3rd	2nd	1st
C	3rd	2nd	1st	5th	4th	3rd	2nd
D	4th	3rd	2nd	1st	5th	4th	3rd
E	5th	4th	3rd	2nd	1st	5th	4th

E. TEACHING SCHEDULES

1. Teaching schedules shall be so arranged that the elapsed time between the beginning of the first class and the end of the last class shall not exceed six (6) hours in any one day unless greater elapsed time is agreed to by the affected faculty member or is necessary to complete a regular load.

2. There shall be at least twelve (12) hours between the end of the last class of one day and the beginning of the first class of the next day unless the affected faculty member agrees otherwise. The College, however, shall make every effort to maintain at least fourteen (14) hours between them.

F. CLASS SIZE

1. The maximum number of students in each class shall be forty (40) except for the following class maximums:

- a. English Composition - twenty-four (24)
- b. Speech Fundamentals - twenty-five (25)
- c. Foreign Languages - twenty-five (25)
- d. Accounting I - thirty-four (34)
- e. Accounting II - twenty-eight (28)
- f. Executive Secretarial Courses - twenty-six (26)

2. Limitations in pilot or experimental programs will be set when the program and its objectives are defined.

3. Students in a laboratory section shall not exceed the number of fixed stations in the assigned room.

4. The minimum number of students who must register for a first year course section in order for it to be held shall be twelve (12) and for a required second year course shall be seven (7), except at the discretion of the College President who may authorize a lower number.

5. Anything herein to the contrary notwithstanding, the following Developmental courses shall be limited to the following maximum number of students:

- a. Developmental English I - twenty-two (22)
- b. Developmental English II - twenty (20)
- c. Developmental Mathematics - eighteen (18)

G. TEXT SELECTION

1. All texts and other teaching material shall be selected each semester by the full-time faculty members teaching the same course.

2. All texts shall be reviewed each semester by the appropriate full-time faculty.

3. Faculty may have their students use and/or purchase books which they themselves have authored or edited.

4. Selection of texts shall be made with due regard to the financial cost to the student.

5. The text must be selected sixty (60) days before the end of the semester preceding the classes in which they will be used.

6. The full-time faculty in the academic department shall jointly assign the texts to be used by part-time faculty in that department.

H. DESIGNATED CLASSROOM USE

1. Classrooms designed to meet specific instructional and student needs, such as business, science and technological laboratories, are not to be scheduled for instructional use in another subject area by the College except in an emergency. Adjunct faculty will be asked to consult with full-time faculty on the proper use of equipment.

2. Bargaining unit members may request a change in the location of a class. Such request shall be directed to the appropriate Academic Dean who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available.

3. Classes that may create noise and possible disturbances to adjoining classes shall be scheduled in such a manner as to keep disturbances to a minimum.

4. Seventy-five (75) minute classes will continue on Tuesday and Thursday for three (3) credit hour courses.

5. In case of prolonged illness and other absence, the College will provide a substitute instructor to cover the class or classes, who shall be compensated on the overload formula.

I. FINAL GRADES

1. No final grade assigned by a faculty member to one of his students may be changed without his written consent.

2. At least five (5) consecutive days shall elapse from the end of the final examinations before final grades are due.

J. OFF-CAMPUS TEACHING

1. Off-campus teaching assignments shall be made only with the consent of the faculty member. However, if the Administration is unable to staff the off-campus facilities with adjunct faculty, they shall assign the most junior qualified faculty member.

2. Full-time faculty shall be assigned in inverse seniority (Article X A.) and no individual full-time faculty member shall be assigned more than one off-campus course without his consent until each individual full-time faculty member of his academic department has been assigned an off-campus course.

ARTICLE X - MISCELLANEOUS CONDITIONS OF EMPLOYMENT

A. SENIORITY

1. Seniority among the faculty shall be determined according to the following criteria:

- a. Length of full-time service at the College
- b. Academic rank at the time of employment
- c. Length of part-time service at the College
- d. Present academic rank

2. The Board shall, on or before November 1 of each year, provide the Association with a seniority list for the College. All such lists shall reflect each faculty member's original date of appointment and actual years of service at the College.

B. ACADEMIC CALENDAR

The calendar shall continue to be developed through the College Calendar-Scheduling Committee whose membership shall consist of all departmental chairpersons and program coordinators, not less than three (3) faculty members, three (3) students, and two (2) administrators, subject to the final approval of the Board.

C. COURSE OFFERINGS

The course offerings, which shall be in accordance with the requirements of the Board of Higher Education, including courses and number of sections of each course, commensurate with anticipated student enrollment and class size maxima, shall be decided by those faculty members who teach the courses and shall have the final approval of the Academic Dean.

D. FIELD TRIPS

1. A field trip shall be defined as any educational activity which requires students and/or faculty members to leave the campus.

2. Approval for such a field trip shall be obtained from the Academic Dean. Particular care should be taken in the planning to avoid disruption of the students' normal schedule of classes. The cost of the trip shall be paid for by the students involved in the trip. Faculty members shall not be required to use their own vehicles for such a trip.

3. The College shall provide travel/accident/liability insurance in the amount of \$250,000/500,000 whenever an Association member is requested to drive on College business, and also be reimbursed for mileage and other appropriate expenses as per current College policy.

E. DEVELOPMENTAL RELEASE TIME

The College President or his designee, on the recommendation of the faculty in the academic department concerned, may at his sole discretion grant faculty members a reduced teaching load for preparing grant or aid requests, new instructional materials, courses, programs, or improving existing programs. Acceptance or rejection of said assignment shall be made at the sole discretion of the faculty member.

F. FUNDED TEACHING POSITIONS

1. Teaching positions under the Federal, State and Local programs, where not made part of a full-time faculty member's course load, will be filled on the basis of rotation subject to the approval of the Administration.

2. If the position(s) is specifically funded and the contract with the funding agency specifies instructors with qualifications not available among members of the full-time faculty, the position(s) shall be filled in the same manner and through the same procedure specified in this Agreement for employment of faculty subject to the sole approval of the Administration.

G. VACANCIES

1. Notice of any professional position vacancy, Faculty or Administrative, shall be distributed to all College faculty at least five (5) days prior to its publication off-campus.

2. When a faculty member applies for an open position, he will be notified of the disposition of his application.

3. When an opportunity for extra compensation other than teaching (research, coaching, counseling, etc.) is available, notice of such opportunity shall be circulated among the faculty members as soon as the information is available and before the position is filled. The Dean of Personnel and Labor Relations will inform the faculty of positions, grants, and faculty positions.

H. VOICE OR IMAGE REPRODUCTION

1. When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the faculty member shall negotiate all terms and conditions involved in the production thereof, and the faculty member shall have the right to be represented in the negotiations by an internal or external representative. The faculty member shall have the right to copyright ownership, and may, on his own initiative, and assuming complete individual legal responsibility, market the individual program and the College shall recover the agreed on costs.

2. The tapes and computer programs referred to in the above paragraph include only those involving material created by the faculty member or including his voice or image thereon.

3. Bargaining unit members may make audio-video tapes or computer programs for any educational programs at Camden County College at any time convenient to them, subject to the availability of facilities and supportive staff.

I. PROTECTIVE CLOTHING

Gym uniforms, smocks, lab coats and other articles subject to the approval of the Academic Dean required to protect the body or clothing of a faculty member shall be provided for in the department budget.

J. ACADEMIC ATTIRE

Academic attire shall be furnished by the College at no cost when faculty members are attending College functions.

K. NOTICE IN EVENT OF DISLOCATION FROM CLASSROOM OR OFFICE

Except in an emergency or where impracticable, one week's notice is to be given to faculty members whose classes or office must be moved when repairs and maintenance make the regularly assigned rooms unusable.

L. DUPLICATING SERVICES

Duplicating services will be provided by the College.

ARTICLE XI - GRIEVANCE PROCEDURE

A. INTENT

It is the declared objective of the Board and the Association to encourage the fair, prompt and equitable resolution of all grievances. All relevant and necessary information, facts, and materials shall be provided by the Board and the Association to enable the parties to resolve grievances.

B. DEFINITION

A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of any provision(s) of this agreement, or the policies, agreements and administrative decisions affecting them.

C. PRELIMINARY INFORMAL PROCEDURE

An attempt shall be made to resolve a complaint by a faculty member, a group of faculty members or the Association with the appropriate administrator. Should the informal discussion fail to produce a satisfactory settlement, the grievant may move the grievance to the first step of the formal procedure.

D. FORMAL PROCEDURE

A grievance may be filed by a faculty member, a group of faculty members or the Association.

Grievances shall be presented and adjusted in accordance with the following procedures:

1. Step One - Dean's Committee on Faculty Grievances

a. If the grievance has not been resolved at the preliminary informal procedure, the grievant, group of grievants or the Association shall present the grievance in writing to the Dean's Committee on Faculty Grievances and a copy shall be sent by the Dean's Committee with information on the hearing date to the Association President.

b. The Dean's Committee on Faculty Grievances shall, within seven (7) calendar days after receipt of the grievance, meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The Dean's Committee shall make a decision and communicate it in writing to the grievant and the Association President within five (5) working days of said meeting. The Association shall have the right to be present at all grievance hearings.

2. Step Two - College President

a. If the grievance has not been resolved at Step One, the Association, but not an individual faculty member or a group of faculty members, may appeal in writing the grievance to the College President or his designee within five (5) working days after receipt by the grievant. A copy shall be sent by the College President with information on the hearing date to the Association President.

b. The College President or his designee shall within seven (7) working days after receipt of the appeal meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned. The College President or his designee shall within seven (7) working days of said meeting make a decision and communicate it in writing to the grievant and the Association President.

3. Step Three - Binding Arbitration

a. If the grievance has not been resolved at Step Two, within fifteen (15) working days after receipt of the decision of the College President or his designee, the Association, but not an individual faculty member or a group of faculty members, has the sole right to appeal the grievance to arbitration with the American Arbitration Association.

b. The arbitrator shall hold a hearing within twenty (20) calendar days of his appointment. Five (5) working days notice shall be given to all parties, as to the time and place of the hearing.

c. The decision, including awards, shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this Agreement.

d. The arbitrator's fees and those of the American Arbitration Association shall be shared equally by the Association and the Board, but each shall bear its own cost of presenting its case to the arbitrator.

E. OTHER REQUIREMENTS

1. A grievance under this procedure shall be initiated within thirty (30) calendar days after the grievant became aware of the action or occurrence giving rise to the grievance.

2. A grievance shall be lodged at its point of origin and the general procedure relating to the step shall apply, including the right of appeal.

3. The Association may initiate or appeal a grievance at any step of this procedure.

4. Failure to communicate a decision at any step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.

5. Additional time limits at a specific step of this procedure may be granted by mutual agreement in writing between the parties.

6. No party except the arbitrator may employ the use of any visual or sound recording devices at any stage or step of this procedure without the prior approval of both parties.

7. Conferences, meetings, and hearings held under this procedure shall be scheduled at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

8. Any member of the bargaining unit whose presence is necessary as a result, direct or indirect, of the administration of this procedure, shall suffer no loss of pay nor any other penalty.

9. All documents, communications, and records dealing with a grievance after it has been initiated shall be filed separately from the personnel files of the participants. A faculty member shall have the option of entering the final settlement of a grievance in his file.

10. No reprisals of any kind shall be taken against any faculty member for participating in this procedure.

11. Any settlement, withdrawal or disposition of a grievance at any step below Step Three shall not constitute a binding precedent for the settlement of similar grievances in the future.

ARTICLE XII - EMPLOYMENT, RETENTION AND RE-EMPLOYMENT

A. INITIAL EMPLOYMENT

1. Appointments and reappointments are normally limited to one academic year until the faculty member attains tenure. When a prospective faculty member is offered a position at Camden County College, he shall be provided with a copy of the agreement, the Faculty Handbook, and an official contract.

2. The official contract shall include:

- a. Faculty member's name
- b. Academic rank
- c. Academic department or fields
- d. Salary
- e. Date of appointment
- f. Name of the College

3. The salary of a faculty member hired during the academic year shall be prorated from the date of employment. If he is hired on or before the first day of the Spring Semester, full credit for the year shall be granted. Any faculty member hired at the beginning of the Spring Semester shall be given notice of his reappointment or non-reappointment no later than April 15th.

4. The salary schedules for all ranks and positions as well as descriptions of ranks in accordance with the terms of this contract shall be presented in writing or printed form to each applicant for professional employment at the College as part of the final correspondence or final interview pertaining to such employment.

5. Credit for previous military service shall be computed in accordance with N.J.S.A. 18A:20-11.

B. DATE OF RENEWAL FOR EMPLOYMENT CONTRACTS

Annual contracts and/or notices of continuous employment shall be issued on or before March 15th. After the first year, such notification shall not be later than December 15th.

C. RETENTION OF EMPLOYMENT

For the purpose of retention of employment in the event of a reduction in size of the faculty or elimination of courses, the affected person may exercise his seniority as specified in Article X A. by displacing the most junior person teaching in a department(s) or field(s) for which the senior person is qualified. No faculty member shall be displaced if it is possible to provide him with full-time employment through the elimination of part-time faculty and/or overloads.

D. RE-EMPLOYMENT RIGHTS

1. Tenured bargaining unit members who are displaced as a result of Article XII C. are entitled to re-employment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).

2. In the event a faculty member is recalled, he shall receive all previously negotiated benefits he would have received had he not been retrenched, including rank and salary. In addition, he shall retain all sick leave accumulations, credits for tenure and sabbatical leave, and shall be entitled to repurchase past service credits for retirement in accordance with New Jersey State regulations. Furthermore, he shall not be considered a new employee for purposes of fringe benefits provided for faculty members covered by this agreement.

E. FACULTY TO ADMINISTRATION TO FACULTY

Any faculty members who assume full-time academic administrative duties and subsequently return to faculty status shall resume all rights and privileges, including tenure and seniority.

F. REDUCTION IN FORCE

In the event of a reduction in force, the College and the Association agree that the provisions of N.J.A.C. 9:4-5.1 - 5.11 will apply.

ARTICLE XIII - PROMOTIONS

A. INTENT

The Board recognizes that academic promotions are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number of promotions each academic year.

B. ELIGIBILITY

A faculty member must have served at least five (5) years on the faculty as a full-time faculty member.

C. APPLICATION

1. The application must be submitted by April 1st of the academic year preceding the academic year when the promotion will become effective. A faculty member who is completing his/her fifth year of service will be eligible to apply for a promotion which will become effective the following academic year with the stipulation that they must be tenured to be promoted.

2. The Professional Standards Committee shall review all applications and forward a full list of qualified and worthy faculty, with such recommendations, in priority order to the College President by April 30th.

D. QUALIFICATIONS

1. The personal qualities to be considered in evaluating members of the faculty for promotion:

- a. Teaching Effectiveness
- b. Scholarly Achievement
- c. Student Counseling
- d. Professional Development
- e. Contributions to Campus Life
- f. Contributions to College Community Relations

2. The Board recognizes that individuals may present qualifications as to education and experience that the Professional Standards Committee shall adjudge to be equivalent to the above qualifications although not corresponding to them to the letter. In such cases, the Professional Standards Committee shall recommend such individuals to the College President for his consideration for the academic rank appropriate.

E. PROFESSIONAL STANDARDS COMMITTEE

1. The Professional Standards Committee consists of five (5) tenured faculty members to be elected by the full-time faculty in an election conducted by the Association at their April meeting. No two members shall come from the same academic department or career program area.

2. No member of this committee shall apply for an academic promotion or merit raise during the time he is on the committee.

F. APPROVAL

1. Final decision on recommendations to the Board for promotion in academic rank or merit raises shall rest with the College President after he has considered the recommendations of the Professional Standards Committee and the Academic Deans. However, with respect to academic rank, the College President shall observe the procedures stated in Article XV.

2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given an opportunity to discuss the matter with the College President.

3. Final decision on promotions in academic rank or merit raise rest with the Board. The Board agrees to act on these applications for promotion or merit raise and to notify in writing those approved after its September meeting of the same academic year for which application was made. Within one month after the Board's decisions on promotions or merit raises, the College President shall send a memo to the general faculty listing faculty members who have been raised in academic rank or granted merit raises. The Board shall act on applications for promotion or merit raises no later than September and shall notify the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of that meeting.

G. SPECIAL BOARD APPOINTMENT OR PROMOTION

Notwithstanding any other provisions of this agreement, it is mutually understood and agreed that the College President may, under extraordinary circumstances, waive the standard requirements for appointment or promotion in any academic rank when the interests of the College require it.

H. SALARY ADJUSTMENT WITH PROMOTION

When a faculty member receives an academic promotion, he will receive an increase of 5% in his base salary.

I. MERIT RAISE

Full Professors who have been in that rank at least three (3) years and all other faculty who have been in their rank for at least five (5) years may apply for a minimum adjustment of 5% of base in addition to the amount negotiated in this contract.

J. SPECIAL RAISE

The Board of Trustees, upon the recommendation of the College President, may grant special recognition to any member of the Association who has made a significant contribution to the College. Said faculty member may, upon the recommendation of the President to the Board of Trustees, receive a special salary adjustment which may be added to the base salary.

ARTICLE XIV - SABBATICAL LEAVE

A. INTENT

1. The Sabbatical Leave is established to furnish opportunity for professional development through study, educational travel directly related to a faculty member's academic department, research, and/or other pursuits as may contribute to professional growth.

2. The Board recognizes that sabbaticals are a vital and important part of higher education for both professional growth and teaching effectiveness and agrees to make every effort to grant the maximum number each academic year.

B. ELIGIBILITY

1. A faculty member must have served at least five (5) years on the faculty as a full-time faculty member.

2. A faculty member must wait at least five (5) consecutive years after taking a Sabbatical leave before he is eligible for another Sabbatical Leave.

C. APPLICATION

1. A faculty member may apply to the Professional Standards Committee for a Sabbatical Leave by April 1st of the academic year preceding the academic year for which the faculty member would like the Sabbatical leave to become effective if granted.

The Professional Standards Committee shall review all applicants and forward a full list of faculty requests for Sabbatical Leave with recommendations to the College President by April 30th.

2. Each applicant for Sabbatical leave shall have the right to request and make an appearance to speak on his own behalf before the Professional Standards Committee. He may request the appearance of appropriate peers or other competent authorities to speak on his behalf.

D. PROFESSIONAL STANDARDS COMMITTEE

1. The Professional Standards Committee shall consist of five (5) tenured faculty members to be elected by the full-time faculty in an election conducted by the Association at their April meeting. No two members may come from the same academic department or career program area.

2. No member of this committee shall apply for a Sabbatical Leave during the time he is on the committee.

E. APPROVAL

1. Final decision on recommendation to the Board on the granting of Sabbatical Leave shall rest with the College President after he has considered the recommendations of the Professional Standards Committee and the Academic Deans.

2. Should the College President reject in whole or in part the recommendations of the Professional Standards Committee, the Committee shall be notified in writing and shall be given the opportunity to discuss the matter with the College President.

3. Final decision on the granting of Sabbatical Leave rests with the Board. The Board shall act on all applications for Sabbatical Leave no later than June and shall notify the Association President and the faculty in writing of the disposition of all cases within five (5) calendar days of the meeting.

F. TERMS FOR SABBATICAL LEAVE

1. Compensation during the leave shall be full salary for one (1) semester, half salary for two (2) semesters, or full salary for two (2) semesters with the faculty member teaching fifteen (15) credit hours over the two (2) semesters, subject to the approval of the College President.

2. The recipient retains all rights, privileges and benefits of regular employment. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study.

3. Acceptance of Sabbatical Leave obligates the recipient to return to the College for at least one (1) year.

4. Upon return from a Sabbatical Leave, the faculty member may be required to give a written report and/or presentation to the General Faculty describing the outcome and assessment of said leave.

5. Sabbatical recipients who engage in any remunerative employment while on leave shall notify the College President, in writing, of the nature of such employment. Employment which does not satisfy the guidelines established in the New Jersey Administrative Code, Sections 9:2-10.1 to 9:2-10.2 shall be prohibited.

ARTICLE XV - QUALIFICATIONS FOR ACADEMIC RANK

A. QUALIFICATIONS

The following are the minimum qualifications for academic rank but they are not to be considered to guarantee automatic appointment to a given rank:

1. INSTRUCTOR - Master's Degree or its equivalent in the appropriate field of training.

2. ASSISTANT PROFESSOR II - An earned Master's Degree or its equivalent in the appropriate field of training. At least four (4) years of college teaching experience or its equivalent in related experience.

3. ASSISTANT PROFESSOR I - An earned Master's Degree plus fifteen (15) credits of post-master's study. At least six (6) years of college teaching experience or its equivalent in related experience.

4. ASSOCIATE PROFESSOR - An earned Master's Degree plus thirty (30) credits of post-master's study. At least eight (8) years of college teaching experience or its equivalent.

5. PROFESSOR - An earned Master's Degree with the work completed for the Doctorate with the exception of the dissertation, or Doctoral equivalent, or Doctorate. At least ten (10) years of college teaching experience or its equivalent.

B. RELATED EXPERIENCE

1. Where appropriate, one (1) year of College level experience shall be credited for every two (2) years of the following relevant experience:

- a. full-time high school teaching
- b. business, commercial, or government employment
- c. part-time college teaching, including work as a graduate assistant

ARTICLE XVI - DEPARTMENTAL CHAIRPERSONS AND PROGRAM COORDINATORS

A. DEPARTMENTAL CHAIRPERSONS

1. The faculty within an academic department by a majority vote in secret ballot shall select a nominee for recommendation to the College President to serve as Departmental Chairperson where same exists for a period of two (2) years, and who may succeed himself. Final approval rests with the Board who will not be necessarily limited to the nominee mentioned above.

2. Departmental Chairpersons shall have the following academic duties:

- a. Chair and issue minutes of Department meetings in which the following academic activities are achieved:
 1. Oversee the definition of department objectives;
 2. Oversee the definition of required levels of objective, and course syllabi mastery;
 3. Define support services required to carry out department and course objectives;
 4. Oversee election of representatives to college committees;
 5. Make recommendations concerning selection of text books;
 6. Provide department recommendations for professional development;

- b. Provide support and coordination for academic advisement;
- c. In conjunction with their colleagues and the Administration, develop and review safety procedures;
- d. Participate in the recruitment of students;
- e. Provide support at registration and at all orientations, in-service, and professional development programs;
- f. Assist in the development of the master schedule and in the assignment of full-time and adjunct faculty to the master schedule.
- g. Interview and recommend the hiring of full-time and adjunct faculty and shall be a member of the appropriate search committee;
- h. Assist in the selection process for adjunct faculty;
- i. Coordinate academic matters, as necessary, with the Academic Deans, Assistant Academic Deans, and Program Coordinators;
- j. Act as the academic resource person for adjunct faculty teaching within the department;
- k. Assist in the peer evaluation process of the career development plan;
- l. Assist in the development of the department budget;
- m. Prepare bid lists as required for department supplies and minor capital equipment;
- n. Coordinate the submission of all purchase order requisitions.

3. Semester stipends for departmental chairpersons:

1991-92	\$ 770
1992-93	\$ 795
1993-94	\$ 820

Departmental Chairpersons will also receive additional compensation based upon the number of full-time faculty within the department:

Compensation Per Member

1- 3	\$ 25.00
4- 7	\$ 30.00
8-12	\$ 35.00

Biology

Chemistry

Foreign Languages

Health and Physical Education

History/Political Science

Mathematics

Physics

Psychology

Secretarial Science/Word Processing

Sociology/Anthropology

B. PROGRAM COORDINATORS

1. Program Coordinators will be appointed.
2. Program Coordinators shall have the following academic duties:
 - a. Chair and issue minutes of program meetings with program staff and affiliating agencies;
 - b. Coordinate the development of program objectives, course objectives, and program syllabi;

- c. Make recommendations for the selection of course textbooks;
- d. Oversee the utilization and implementation of the appropriate safety procedures;
- e. Participate in the recruitment and advisement of program students;
- f. Provide program support at all in-person registrations during the academic year and the summer sessions and at all orientations;
- g. Assist in the development of the Program and Master Schedule and in the assignment of full-time and adjunct faculty to the Master Schedule;
- h. Interview and recommend the hiring of full-time and adjunct faculty and shall be a member of the appropriate search committees;
- i. Assist in the assignment of individual faculty schedules as they pertain to the program;
- j. Assist in the evaluation of all program faculty;
- k. Assist in the preparation of the annual program budget and provide budgetary submissions as required;
- l. Prepare bid lists as required for program supplies and minor capital equipment;
- m. Coordinate the submission of all purchase order requisitions;
- n. Assist in maintaining program accreditation as it pertains to the specific program;
- o. Coordinate and prepare the self-study document and prepare for the on-site visits for accreditation as it pertains to the specific program;

p. Assist in the program evaluation process and monitor student enrollment and student and program outcomes;

q. Assist in the development, maintenance, and renewal of affiliation agreement as it pertains to the specific program.

3. The Coordinator of the English and Literature area shall be responsible for the following:

a. Coordinate the composition testing program.

b. Define and evaluate the results of the testing program.

c. Conduct professional development workshops in composition.

d. Coordinate annually the review and updating of composition syllabi.

e. Coordinate the English Writing Lab.

4. Semester stipends for all Program Coordinators shall be:

1991-92	\$940
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1992-93	\$965
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1993-94	\$990
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Additionally, the Program Coordinators listed below shall receive a teaching load reduction of 20%:

Animal Science

Business

CAD/CAM

Communications

Dental Hygienist Clinic Supervisor

Dietetic Technician Program

Engineering Technology

English Language and Literature Program

Honors Program

Law Enforcement
LEOT
Ophthalmic Science
Social Science Careers
Visual and Performing Arts
Wellness Program

ARTICLE XVII - RESIGNATION, SUSPENSION, AND DISMISSAL

A. RESIGNATION

Faculty members have reciprocal obligations to the institution, especially in the matter of resignation. Except in cases of resignation for health or other reasons beyond the control of the faculty member, it is expected that he will remain for the term of his contract.

B. DISMISSAL

No faculty member on tenure may be dismissed except as provided in Statute Law N.J.S.A. 18A:28-5.

C. SUSPENSION

When a suspension is necessary in the opinion of the College, the faculty member's salary shall be discontinued for no more than ninety (90) days if the issue is not resolved within that period of time. The reinstatement of salary after ninety (90) days suspension will continue until such time as there is a final disposition of the issue.

D. EMERITUS FACULTY

1. The Board, upon the recommendation of the College President, may confer "Emeritus" status on a retiring faculty member should the College desire to recognize his meritorious service. The Professional Standards Committee may recommend to the College President the granting of "Emeritus" status for faculty who are retiring.

2. An emeritus professor shall enjoy the right to attend and to speak at all general faculty and Association meetings. He shall enjoy the usual faculty rights and privileges, including the assignment of office space if available, and may accept assignments to teach, lecture, and to perform research for the College.

ARTICLE XVIII - PROFESSIONAL EVALUATIONS

A. All evaluation of the professional activities of the faculty shall be in writing. An evaluation conference of professional activities shall be based on the total academic performance, including such elements as:

1. Teaching effectiveness
2. Scholarly achievement
3. Student counseling
4. Professional development
5. Contributions to campus life
6. Contributions to College community relations

B. At least once each semester, non-tenured faculty shall be evaluated as follows:

1. Classroom observation by the Academic Dean or his designee.
2. A written self-evaluation that will comment on the professor's teaching effectiveness, scholarly achievement, student counseling, professional development, and contributions to college life.

3. Student evaluations of at least two courses taught by the professor. These evaluations should be summarized by course before being placed in the professor's personnel file.

4. The Academic Dean or his designee will discuss all evaluation material with the professor who shall have the right to present any material he feels is pertinent to the proper consideration of the nature and scope of the evaluation.

The Academic Dean shall then prepare a record of the discussion in memorandum form immediately following the conference. Evaluations normally will not occur during the first two weeks of the semester nor during the last two weeks of the semester unless mutually agreeable to the College President and the Association President.

C. Tenured faculty will be evaluated in accordance with the provisions of the New Jersey Administrative Code.

ARTICLE XIX - PERSONNEL FILES

A. 1. Administrators shall be encouraged to place in the personnel file of each faculty member information of a positive nature indicating special competencies, achievements, performances, or contributions of an academic, professional or civic nature.

2. One personnel file for each faculty member shall be maintained in the Office of the College President.

3. No material derogatory to a member's conduct, service, character, or personality shall be placed in the personnel file of any faculty member unless that faculty member shall acknowledge that he has read such material by affixing his signature on it. Be it understood that such signature merely signifies that he has read the material in question and that it indicates neither approval nor rejection of its contents.

4. The faculty member shall have the right to answer in writing any material in his personnel file, and his answer shall be attached to the file copy.

5. Anonymous material shall not be placed in a faculty member's file.

6. No material provided by a student or students shall be placed in the faculty member's personnel file without the prior approval of the faculty member.

7. No item may be removed from a faculty member's file without his prior knowledge.

8. No other faculty member will be able to examine another faculty member's file unless prior written permission has been granted by the faculty member.

9. Faculty members shall have the right to be furnished with copies of any material in his personnel file.

10. A duly appointed representative of the Association may, at the faculty member's request, accompany said person when he reviews his file.

11. The personnel file may, with the permission of the faculty member, be available for examination by the Professional Standards Committee or Grievance Committee.

B. The Board agrees to protect the confidentiality of the personnel files, personal references, academic credentials, and other similar documents. It shall not establish any separate personnel files which are not available for the faculty member's inspection except for pre-employment references and notes on pre-employment interviews which shall not be part of the faculty member's regular personnel file, but shall be kept in a separate locked file.

C. Each faculty member shall be informed by the administration of any personal and/or professional data regarding him which the College provides to the New Jersey Department of Higher Education.

ARTICLE XX - FACULTY FACILITIES

A. Every effort will be made to reduce and keep at a minimum the noise level in the faculty office areas and adjoining corridor areas. Faculty members may request an office space reassignment to a quieter office area subject to preference according to seniority.

B. The College shall place on each faculty office door a nameplate and schedule holder for each faculty member in the office.

C. Each faculty member shall be provided with completely enclosed office space in a quiet area unless otherwise agreed.

D. Faculty offices shall be lockable and have a telephone and shall normally house two faculty members. If the available office space can reasonably accommodate more than two faculty members, the College may assign additional faculty members to

that office with the mutual consent of the Association. Where an office is to be assigned to only one faculty member, first preference shall be given according to seniority except where otherwise specified in this agreement. A faculty member shall not be assigned to a private office of his own except as specified in this agreement.

E. Each faculty member shall be provided with a suitable desk, or a substitute acceptable to the faculty member, an appropriate swivel chair, bookcases with such additional shelving as requested and fits into the office, four drawer file cabinet and necessary supplies to perform his duties.

F. Adequate secretarial service shall be provided for all faculty.

G. Every effort will be made to have one (1) faculty lounge in each building of adequate size, suitably equipped and furnished and containing restrooms exclusively for faculty. The room size and the quality and quantity of the furnishings of the existing faculty lounges shall not be diminished during the term of this Agreement.

H. All full-time faculty shall be provided with on-campus, free, reserved parking facilities.

I. Faculty members may make collect, credit card and/or toll-free telephone calls.

ARTICLE XXI - PROTECTION OF FACULTY AND PROPERTY

A. A faculty member may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a student.

B. Faculty should immediately report to the Academic Dean cases of assault suffered by them in connection with their employment.

C. A report or a continuation of reports as to the disposition of the incident and the action being taken shall be forwarded to the involved faculty member until a final decision is reached.

D. Faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

ARTICLE XXII - SALARY POLICY

A. 1991-94 SALARY GUIDE

	<u>Instructor</u>	<u>Asst. II</u>	<u>Asst. I</u>	<u>Assoc. Prof.</u>	<u>Full Prof.</u>
Minimum	25,000	28,750.	33,063.	38,023.	43,981.
Maximum	43,605.	51,621.	59,354.	68,321.	78,511.

B. 1991-94 INCREASES IN BASE SALARY

No bargaining unit member will have his salary "capped" during the period of this agreement.

All 1991/92 base wages for employees on the payroll as of July 1, 1991, shall be increased for 1991/92 by a sum equal to 8%.

All 1992/93 base wages for employees on the payroll as of July 1, 1992, shall for 1992/93 be increased by a sum equal to 8%.

All 1993/94 base wages for employees on the payroll as of July 1, 1993, shall for 1993-94, be increased by a sum equal to 8%.

C. OVERLOADS

1. 1991-94 Overload Rates

When a faculty member teaches an overload during the academic year, the summer, or during the Weekend College, the rate of compensation per credit will be:

1991-92	\$500
1992-93	\$500
1993-94	\$500

2. The exception to the foregoing is that faculty in the Secretarial Science, Technology, Science, and Physical Education areas will be paid these rates on a contact-hour basis.

3. All three (3) summer sessions will be paid at the same rate as that of the second five (5) week summer sessions.

4. Reopener

a. The Association will notify the College in writing no later than May 1, 1992 if the membership wishes to formally negotiate an increase in the 1992-93 overload rate.

b. The Association will notify the College in writing no later than May 1, 1993 if the membership wishes to formally negotiate an increase in the 1993-94 overload rate.

D. If a full-time faculty member accepts an appointment to coach a sport, the association has the right to negotiate the compensation for the coaching of said sport.

E. A faculty member will be compensated in the amount of \$100 for each Cooperative Education or Intern student per semester. It is understood that the compensation rate for Cooperative Education and for Interns is different from the prevailing overload rate.

F. Members of the bargaining unit shall have the option of having their base annual salary paid in either twenty-six (26) equal payments or twenty-one (21) equal payments. The College shall make every effort to give payments 19 through 21 to members of the bargaining unit by commencement.

G. Each faculty member teaching an overload during the regular academic year shall have his compensation in two (2) or three (3) equal payments. Each faculty member teaching an overload during the summer shall receive one (1) payment at the conclusion of the five (5) week session. Payments shall be made every four (4) weeks for the eight (8) week session.

H. The compensation for administering a "Credit by Examination" shall be \$25.00.

I. Reimbursement at the end of each semester for expenses incurred for off-campus teaching shall be paid at the prevailing IRS maximum amount allowable per mile which is not subject to taxation, and parking costs.

J. Compensation for surveillance of dual credit teaching in high school will be \$300.00 per year per school for the 1991-92 to 1993-94 period.

ARTICLE XXIII - FRINGE BENEFITS

A. HEALTH CARE INSURANCE

1. The Board shall provide without cost to the faculty full family health care insurance benefits under the New Jersey State Health Benefits Program (New Jersey Blue Cross, including Rider J and Major Medical).

2. The College will pay the premium for a dental plan with full family coverage.

3. The Board shall provide a prescription plan with the maximum cost for insured faculty member and his immediate family of \$2.00 per prescription.

4. Each faculty member shall receive the right to repay his own premiums of all insurance to which he is entitled prior to, or during any approved leave of absence.

5. The Board agrees that if a faculty member dies, his surviving spouse and eligible children shall be permitted to remain in the group plan for twelve months after the death of the faculty member without cost.

As soon as possible after the death of a faculty member, the administration will provide his/her survivors with all pertinent information related to insurance, retirement, and other benefits.

6. The College will provide a limited disability plan equal to the plan of the Association of Administrative Personnel.

B. ADMISSION TO COURSES

Dependents (including spouse, children and legally adopted children) who meet the College's academic standards and who receive the approval of the Dean of Academic Affairs shall be permitted to enroll on a tuition free basis at the College, including a waiver of all general service fees.

Dependent children of full-time faculty members or tenured faculty members who have died while employed by the College shall be permitted to enroll, on a tuition-free basis, at the College for a maximum of three (3) years if they meet the academic standards requirements.

C. EDUCATIONAL IMPROVEMENT AND PROFESSIONAL DEVELOPMENT

1. Upon successful completion ("C" or better) of a course, Association members may be reimbursed for tuition and fees up to an amount per credit that does not exceed the prevailing rate per credit at Rutgers University for in-state students, or at fifty percent (50%) of the existing rate of the institution the Association member is attending, whichever is the greater amount. The employee can be reimbursed for a maximum of fifteen (15) credits or its equivalent during the period between July 1 and June 30, each year. There will be a different reimbursement rate for undergraduate course(s) than for graduate course(s) in accordance with the respective tuition rates at Rutgers University. Reimbursement provisions will also be applicable to workshops and seminars.

2. In order to receive reimbursement for a course, prior approval must be secured from the College President or his designee. The course(s) must be in an approved program or be related to the individual's work function at the College. Payment will be made on exhibition of receipt of payment for the course(s) and the official final grade(s).

ARTICLE XXIV - LEAVES OF ABSENCE

A. PAID LEAVES OF ABSENCE

1. Sick Leave

a. Faculty members may on occasion be unavoidably absent because of personal or family illness. A faculty member who finds it necessary to be absent because of illness should communicate with his immediate supervisor as soon as possible.

b. Faculty members on ten (10) month contracts shall receive ten (10) days sick leave each academic year. Unused sick leave is accumulated for all faculty members.

c. The College President or the Dean of Personnel and Labor Relations will inform each faculty member on or before September 15 of each year as to the number of sick days accumulated to his credit on that date.

d. In case of serious illness of a member of the faculty member's household, the determination of the eligibility of the faculty member for leave with pay other than sick leave shall be left to the discretion of the College President.

2. Sick Leave Bank

A voluntary sick leave bank will be established for use by faculty members who have suffered an extended disability and/or catastrophic illness and have exhausted their own sick and personal leave. The bank will be administered by a committee of two (2) administrators appointed by the College President and one (1) faculty member appointed by the Association.

a. At the end of each fiscal year, all faculty members may contribute unused sick days which are in excess of their statutory entitlement of ten (10) days per year for personal illness.

b. In order to be eligible to use the sick leave bank, a faculty member must have contributed at least two (2) days within the prior two (2) fiscal years to the bank. Exceptions may be considered in extraordinary circumstances at the discretion of the College President. A faculty member must also have at least one (1) continuous year of employment.

- c. The total sick leave bank shall not exceed one thousand (1,000) days. A faculty member must contribute to the bank in order to maintain his/her eligibility, even when such contribution would cause the bank to exceed the maximum of 1,000 days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at 1,000 days.
- d. An eligible faculty member may present a claim to the Personnel Office for additional sick leave from the bank after all accrued sick and personal leave time is exhausted. Upon presenting such a claim, the faculty member must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.
- e. Claims for sick leave from the bank may not be made for illness or injury resulting from a job-related condition which falls under the worker's compensation laws.
- f. Claims for sick leave from the bank may not be made during the time when the employee is eligible for disability benefits.
- g. No faculty member may claim more than ninety (90) days from the bank in any twelve (12) month period. Once a faculty member has used a total of ninety (90) days during any twelve (12) month period, he is not eligible for further withdrawals from the bank until he has worked twelve (12) additional months of continuous service.
- Faculty members whose claims are validated using the above criteria will be paid as follows:

<u>Years of Continuous Service</u>	<u>% of Salary Paid</u>
2 to 3 years	50%
4 to 5 years	70%
6 or more years	80%

3. Bereavement

Leave not to exceed five (5) days will be allowed for each death among the following family members: father, mother, siblings, wife, husband, children, step-children and grandchildren. In the event of the death of a member of the family other than those previously listed, a faculty member may be entitled to one full day to attend the funeral.

4. Personal Leave

Each year employees in the bargaining unit are eligible for three (3) days of personal leave for matters which cannot otherwise be cared for. Faculty members who may desire to utilize additional days/time in excess of the three (3) personal days for religious and other purposes will receive reasonable accommodation from the College. Unused personal leave time shall be added to accumulated sick leave. Faculty members requiring personal leave time shall make every effort to give a week's notice to the immediate supervisor and the College President.

5. Professional Development

Up to five (5) days of each academic year may be made available for each faculty member to attend professional meetings. Individual expenses incurred by such attendance are to be reimbursed by the Board. The College President shall have the sole right of determination of the suitability of such attendance and reimbursement.

Subject to the final approval by the Academic Dean:

a. Faculty will be permitted to attend at least one professional meeting annually.

b. The College will pay the annual membership fees for one professional society when requested by a faculty member.

B. UNPAID LEAVES OF ABSENCE

1. An unpaid leave of absence may be granted by the Board to any faculty member upon application for the purposes of advanced study, exchange teaching and service in Professional Organizations as follows:

a. Advanced Study: Up to two (2) years for advanced study if in the opinion of the Board such study shall benefit the College as well as the individual.

b. Exchange Teaching: For one (1) year to participate in exchange teaching programs in other states, territories or countries, or cultural program related to his professional responsibilities.

c. Officer of Professional Organization: Up to one (1) year to serve as an officer of any professional association or its staff.

The Board may extend the above leaves. Upon return from such leave, such faculty member shall be placed at the same position on the salary schedule on which he would have been had he taught in the College during such period.

2. Child Rearing Leave

A faculty member with a child under sixty (60) days of age may apply for and will be granted unpaid child rearing leave until the beginning of the next semester provided:

a. Application is made at least thirty (30) calendar days prior to commencement of the leave.

b. If the faculty member desires subsequent contiguous one or two semesters of such unpaid leave, then the request(s) will also be made in writing no later than November 1 prior to a Spring Semester and no later than July 1 for a Fall Semester.

c. The time limits above will only be waived if an emergency medical condition exists with the child and such condition must be medically certified.

d. Upon written request the Board at its sole discretion may extend this leave for additional semesters.

e. At return the increased salary shall be appropriate.

3. Other Leaves

Any faculty member may apply for a leave of absence without pay. Application should be filed with the College President, who will transmit the application with his recommendation to the Board.

Additionally, the College will comply with the provisions of the Family Leave Act, which addresses leaves of absence for the birth or adoption of a child or serious health condition of a family member.

ARTICLE XXV - RETIREMENT

A. PAYMENT FOR ACCUMULATED SICK LEAVE

After twenty (20) years of service and the termination of employment, or upon retirement from the service of Camden County College as confirmed by the New Jersey Public Employee Retirement System, the Alternate Benefit Plan, or the New Jersey Teacher's Pension and Annuity Fund, an Association member shall receive a lump sum payment equal to \$60.00 per day for not more than fifty percent (50%) of unused accumulated sick leave, with the provision that:

1. the Association member has been employed continuously by the College (including periods of approved leaves of absence) for a period of fifteen (15) complete years or more, and

2. the Association member has formally notified the College of an intent to retire by November 1st of the year prior to the fiscal year in which retirement will take place. A later notice will be considered by the Board; however, the College may elect to defer payment for one year to allow for budgeting.

Exceptions to the period of employment notification timeliness described above will be granted in cases only of unforeseen disability retirement from the College.

B. TRANSITIONAL SABBATICAL LEAVE

1. PURPOSE

- a. Offer faculty members a transition from active employment at the College to other pursuits.
- b. Provide eligible faculty members with continued financial support after they have ceased full-time work.
- c. Ease fiscal constraints.
- e. Give the College more flexibility in responding to demands of the labor market.
- f. Give the College greater flexibility in meeting student needs.

2. ELIGIBILITY AND INCENTIVES

To apply for the Transitional Sabbatical incentives, employees must meet four criteria:

- a. They must be a current full-time faculty member employed by Camden County College.
- b. They must have fifteen (15) years of continuous service at Camden County College.
- c. The faculty member's age plus the number of years of service at Camden County College must equal a minimum seventy-five (75) or more.

The basis of the College's final approval on Transitional Sabbatical Leave applications shall include but not be limited to the following criteria: (1) impact of Transitional Sabbatical Leaves on quality of instruction in the department or discipline; (2) budgetary limitations; (3) percentage of department/discipline or faculty applying for Transitional Sabbatical Leave.

If the eligible faculty member's age plus the number of years of service at the College equals a minimum seventy-five (75) or more and the faculty member has fifteen (15) years of continuous service before the September in which the Transitional Sabbatical is to begin, he will receive the previous year's salary. This amount shall be paid out in forty (40) regular payroll installments beginning in September over two academic years. The faculty member may alternatively choose to receive a full year's salary over one year (instead of two) by taking the Transitional Sabbatical during a calendar year from January through December. The faculty member's age plus the number of years of service at Camden County College must equal a minimum seventy-five (75) or more, and a faculty member must have fifteen (15) years of continuous service at the College by the end of the previous December. The amount will be paid in twenty-six (26) payroll installments and will be equal to what he would have received during the academic year in which the Sabbatical begins.

For example, an employee due to receive \$40,000 during an academic year would work during the Fall semester for \$20,000 and then take the Transitional Sabbatical from January through December and receive an additional \$40,000.

3. BENEFITS

During the Transitional Sabbatical leave, faculty members will be entitled to the following benefits: medical, prescription, dental, pension. Only disability benefits, other than those provided by the State pension plan, accumulation of sick and personal days will cease when the Transitional Sabbatical Leave begins.

4. APPLICATION

Participation in the Transitional Sabbatical Program is purely voluntary. Eligible faculty members who wish to avail themselves of the Transitional Sabbatical must provide written notification by a deadline date established by the President of the College.

Such notification shall be made on an application which will require the participant to waive the right to return to employment at the College when the Transitional Sabbatical is completed. Waiver of that right shall be executed through an irrevocable letter of resignation to the College President and approved by the College's Board of Trustees. Any applicant may revoke his application for the Transitional Sabbatical at such applicant's sole discretion at any time after the application deadline and before the final approval of the resignation by the Board of Trustees, without penalty of any kind. If an application is so revoked, all the applicant's employment rights, including but not limited to tenure rights, shall be preserved.

5. ADJUNCT TEACHING

Faculty members on a Transitional Sabbatical Leave shall be permitted to teach on an adjunct basis at the prevailing overload rate for full-time faculty members to the extent permitted by regulations of the New Jersey Division of Pensions. The participants in this program cannot combine the retirement benefits of this program with the retirement benefits of any other program.

6. BOARD RIGHTS

The Board of Trustees reserves the right to discontinue this program at the expiration of this collective bargaining agreement on June 30, 1994.

C. SRA CONTRIBUTIONS

Faculty members will be able to select other accounts for their Supplemental Retirement Annuity contributions, subject to the ability of the payroll processing agent.

D. EMERITUS FACULTY

1. The Board, upon the recommendation of the College President, may confer "Emeritus" status on a retiring faculty member, should the College desire to recognize his meritorious service. The Professional Standards Committee may recommend to the College President the granting of "Emeritus" status for faculty who are retiring.

ARTICLE XXVI - COLLEGE GOVERNANCE

A. COLLEGE GOVERNANCE

Provisions of this article are subject to the sole approval of the Administration.

Understanding, based on community of interest, and producing joint effort, is essential. A College in which all the components are aware of their interdependence, of the usefulness of communication among themselves, and of the force of joint action will enjoy increased capacity to solve its educational problems.

B. THE ACADEMIC INSTITUTION: JOINT EFFORT

1. Preliminary Considerations:

The variety and complexity of tasks performed by institutions of higher education produce an inescapable interdependence among the institutions' component parts namely, the Governing Board, Administration, Faculty and Students. The relationship calls for adequate communication among these components, and full opportunity for appropriate joint planning.

The variety of approaches may be wide. Therefore, at least two general conclusions regarding joint effort seem clearly warranted: (a) important areas of action involve at one time or another the initiating capacity and decision-making participation of all the institutional components, and (b) differences in the weight of each voice should be determined by the particular matter at hand.

2. Determination of General Educational Policy

The general educational policy, i.e., the objectives of an institution and the nature, range, and pace of its efforts, is shaped by (1) the institutional charter or law, (2) tradition and historical development, (3) the present needs of the community of the institution and (4) the professional standards of those directly involved in its work.

- a. The interest of the Board, Faculty, Administration, and Students are coordinate and related, and unilateral effort can lead to confusion or conflict and should be avoided where possible. Essential to a solution is a reasonable, explicit statement on general educational policy. Operating responsibility and authority and procedures for continuing review, should be clearly defined in official relations.
- b. When an educational goal has been established, it becomes the responsibility primarily of the faculty to determine appropriate curriculum and procedures of student instruction. The Board of Trustees of a county college, the Department of Higher Education and the Board of Higher Education of the State of New Jersey have powers specifically stated in the law of the State of New Jersey and all of those powers are acknowledged.
- c. Such matters as major changes in the size or composition of the student body and relative emphasis to be given to the various elements of the educational and research program should involve participation of the governing board, administration, and faculty prior to final decision.

3. Internal operations of the institution

The framing and execution of long-range plans, one of the most important aspects of institutional responsibility, should be central and continuing concern in the academic community.

a. Communications:

1. The channels of communications should be established and maintained by joint endeavor of the four components. Distinction should be observed between the institutional system of communication and the system of responsibility for the making of decisions.

2. The means of communication among the faculty, administration, students and governing board now in use are: (1) circulation of memoranda and reports by faculty committees, (2) ad hoc committees, (3) standing liaison committees, and (4) membership of faculty members on administrative bodies. Additionally, memoranda and reports shall be provided by committees of discipline chairpersons with their approval. Whatever the channels of communication, they should be clearly understood and observed. The representatives of the Association may attend meetings of the Board of Trustees and shall enjoy the privilege of being recognized to speak and ask questions during these meetings.

b. Buildings:

The Board, President and Faculty should all seek agreement on basic decisions regarding buildings and other facilities to be used in the educational work of the institution.

c. Budgeting:

The allocation of resources among competing demands is central in the formal responsibility of the governing Board, in the administrative authority of the President, and in the educational function of the Faculty. These three components should therefore have a voice in the determination of short and long-range priorities. The function of each of these three components in budgetary matters should be understood by all.

d. The College President:

Joint effort of a most critical kind must be taken when an institution chooses a new President. The selection of a chief administrative officer should follow upon cooperative search by the governing Board and the Faculty, taking into consideration the opinions of others who are appropriately interested. The President should be equally qualified to serve both as the executive officer of the governing Board and as the chief academic officer of the institution and the Faculty. His dual role requires that he be able to interpret to Board and Faculty the educational views and concepts of institutional government of the other. He should have the confidence of the Board and of the Faculty.

e. Administrative Officers:

When a vacancy shall occur in any administrative office of the College, the Association may recommend one or more individuals with the necessary qualifications to the College President for consideration for appointment to that position.

4. External Relations of the Institution

a. Only the Board speaks legally for the whole institution, although it may delegate responsibility to an agent.

b. The right of a faculty member to speak on general educational questions or about the administration and operation of his own institution is part of his right as a citizen and should not be abridged by the institution.

C. THE ACADEMIC INSTITUTION: THE GOVERNING BOARD

1. The Governing Board has a special obligation to assure that the history of the college shall serve as a prelude and inspiration to the future. The Board helps relate the institution to its chief community; e.g. the community college to serve the educational needs of a defined population area or group, and to accept the appropriate new challenges which are its concern.

2. Since the membership of the board may embrace both the individual and collective competence of recognized weight, its advice or help may be sought through established channels by other components of the academic community. The governing board of an institution of higher education, while maintaining a general overview, entrusts the conduct of administration to the administrative officers, the President and the Deans, and the conduct of teaching and research to the Faculty.

3. One of the Governing Board's important tasks is to ensure the publication of codified statements that define the overall policies and procedures of the institution under its jurisdiction.

4. The Board plays a central role in relating the likely needs of the future to predictable resources: it is responsible for obtaining needed capital operating funds; and in the broadest sense of the term should pay attention to personnel policy. In order to fulfill these duties, the Board should be aided by and may insist upon, the development of long-range planning by the administration and Faculty.

5. When ignorance or ill-will threatens the institution or any part of it, the Governing Board must be available for support. In grave crisis it will be expected to serve as a champion. Although the action to be taken by it will usually be on behalf of the President, the Faculty, or the student body, the Board should make clear that the protection it offers to an individual or group is, in fact, a fundamental defense of the vested interests of society in the educational institution.

D. THE ACADEMIC INSTITUTION: THE PRESIDENT

1. The President, as the chief executive officer of an institution of higher education, is measured largely by his capacity for institutional leadership. He shares responsibility for the definition and attainment of goals, for administrative

action, and for operating the communications system which links the components of the academic community. He represents his institution to its many publics. His leadership role is supported by delegated authority from the Board and Faculty.

2. As the chief planning officer of an institution, the President has a special obligation to innovate and initiate. The degree to which a President can envision new horizons for his institution, and can persuade others to see them and to work toward them, will often constitute the chief measure of his administration.

3. It is the duty of the President to see to it that the standards and procedures in operational use within the college conform to the policy established by the governing Board and to the standards of sound academic practice. It is also incumbent on the President to insure that Faculty views, including dissenting views, are presented to the Board in those areas and on those issues where responsibilities are shared.

4. The President is largely responsible for the maintenance of existing institutional resources and the creation of new resources; he has ultimate managerial responsibility for a large area of non-academic activities, he is responsible for public understanding, and by the nature of his office is the chief spokesman of his institution. In these and other areas his work is to plan, to organize, to direct, and to represent. The presidential function should receive the general support of the Board and of the Faculty.

E. THE ACADEMIC INSTITUTION: THE FACULTY

1. The faculty has primary responsibility for such fundamental areas as curriculum, subject matter and methods of instruction, research, faculty status, and those aspects of student life which relate to the educational process subject to the powers of the Board of Trustees, the Department of Higher Education, and the Board of Higher Education as specifically stated in the law of the State of New Jersey.

a. College Committee recommendations shall be brought before the General Faculty for discussion and approval or rejection. The General Faculty shall be defined as all full-time faculty members holding academic rank, all full-time Program Coordinators, all full-time Teaching Specialists, Clinical Coordinator of Dietetic Program, Program Development Specialist, Coordinator of Academic Foundations, Director of College Skills Center, Assistant Registrar, Counselors, Librarians, Deans, Associate Deans, Assistant Deans, Registrar, Director of Admissions, Placement and Transfer Director, Director of Financial Aid, Director of E.O.F., Information Specialist, Director of Project Trio, Assistant to the President, Research and Development, Veterans' Coordinator, Evening-Weekend Administrator, and the President of the College.

b. Voting procedures shall be by secret ballot at the place of meeting and shall be counted by the Association's Elections Committee immediately following the meeting at which the vote by Faculty members holding academic rank was taken. The President of the College shall name one representative to said Committee for the purpose of counting votes taken at a General Faculty meeting. The College President shall then act upon the recommendations of the Faculty. All items voted on by the General Faculty will be placed on the agenda of the next General Faculty Meeting with the President's decision or lack of decision report. In the case of an adverse decision the College President shall discuss the reasons for his decision with the General Faculty prior to the implementation of said decision.

c. When a committee decision is reversed by the administration, the administration shall notify the committee in writing of the decision, including reasons for said decision.

2. No later than September 30 of the new academic year, the Association President and the College President shall appoint jointly the Faculty and

administrative members to serve on each of the college committees. Student members of the committees are to be named by the Student Government Association Senate no later than October 15th of the new academic year.

3. The Faculty sets the requirements for the degrees offered in a curriculum or program and determines when the requirements have been met, and authorizes the President and the Board to grant the degrees thus achieved.

4. Faculty status and related matters are shared responsibility. The Faculty in each academic department shall annually elect three of its tenured members to serve as a committee which shall share equal responsibility with departmental chairpersons who shall be a member of it, and with the President or his designee, in the interviewing and selection of new faculty in that academic department.

a. At least one of three members shall be present for any interview for selection of new Faculty and the results shall be reported to other committee members by the departmental chairpersons.

b. Committee members shall be tenured faculty. Any department not having at least three tenured members will ask non-tenured faculty members in that department to be on the committee.

5. The responsibility of the Faculty for such matters is based upon the fact that its judgment is central to general educational policy. Furthermore, scholars in a particular field or activity have the chief competence for judging the work of their colleagues; in such competence it is implicit that responsibility exists for both adverse and favorable judgments. Likewise, there is the more general competence of experienced faculty having a broader charge.

F. THE ACADEMIC INSTITUTION: THE STUDENTS

1. When students in the college desire to participate responsibly in the government of the institution they attend, their wish should be recognized as a claim to opportunity both for the educational experience and for involvement in the affairs of their college.

2. Students expect, and have the right to expect, that the educational process will be structured, that they will be stimulated by it to become independent citizens, and that they will have effectively transmitted to them the cultural heritage of the large society.

3. If institutional support is to have its fullest possible meaning, it should incorporate the strength, freshness of view and idealism of the student body.

ARTICLE XXVII - NEGOTIATIONS PROCEDURE

A. The parties agree to enter into collective bargaining no later than February 1, 1993, over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, New Jersey Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning salaries, rules affecting working conditions, terms and conditions of employment, and grievance procedures at Camden County College. Any agreement so negotiated shall apply to all the members of the full-time faculty, be reduced to writing, be adopted by the Association and the Board, and be signed by the Board's and the Association's representatives.

B. 1. During the collective bargaining, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

3. Either party will have the right to caucus at any time.

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

5. The parties shall undertake to cooperate in arranging meetings at mutually convenient times and places, furnishing necessary information and otherwise constructively considering and resolving any such matters.

C. This statement shall not be effective and/or binding on the parties unless ratified by the Board and the Association. If this agreement is not ratified within thirty (30) days from the execution thereof, the parties agree to immediately request mediation under Chapter 303, Public Laws of 1968, as amended by Chapter 123 New Jersey Public Laws of 1974, and to follow Negotiations Procedures specified in the most recent ratified Agreement between the Board and the Association.

ARTICLE XXVIII - APPLICATION OF PROVISIONS OF THIS AGREEMENT

A. In the event that any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be held contrary to law by a court of last resort of New Jersey or the United States, or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, 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.

B. 1. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

2. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before established" (Chapter 303, Public Laws of 1960, as amended by Chapter 123 New Jersey Public Laws of 1974).

3. Copies of this Agreement shall be printed or reproduced by the Board and distributed to all faculty now employed or hereafter employed by the Board for the duration of this Agreement.

4. This Agreement shall be subject to ratification by the members of the Association and the members of the Board.

C. The Association and representatives of the Administration may establish monthly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as means of fostering good employer-employee relations.

D. The rules, regulations, practices, and statements of policy of the College shall not be in conflict with the terms of this Agreement.

ARTICLE XXIX - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1994. If by that time a successor agreement is not agreed to, this Agreement shall remain in effect.

CAMDEN COUNTY COLLEGE
BOARD OF TRUSTEES

BY: Gabriel E. Danch
Gabriel E. Danch, Chairman

BY: Donald E. Beineman
Dr. Donald Beineman,
Vice Chairman

BY: Joan Krivy
Dr. Joan Krivy, Secretary

BY: Reginald C. Stevenson
Reginald Stevenson, Treasurer

CAMDEN COUNTY COLLEGE
FACULTY ASSOCIATION
NEGOTIATING TEAM

BY: Joseph Glass
Joseph Glass, Co-Chairperson

BY: Charles M. Roy
Dr. Charles Roy, President
Faculty Association

BY: Odom Burney
Odom Burney

BY: Barbara Keck
Barbara Keck

BY: Anthony S. Tumolo
Dr. Anthony Tumolo,
Co-Chairperson

COLLEGE NEGOTIATING TEAM

BY: W. J. Wilhelm
W. J. Wilhelm, Dean of Personnel
and Labor Relations

BY: Robert Kaczowski
Dr. Robert Kaczowski, Dean of
Liberal Studies and Social
Service Careers

BY: Adrienne Coons
Dr. Adrienne Coons, Dean of
Science and Allied Health

08 OCT 91

DATE SIGNED

08 OCT 91

DATE SIGNED