

EMPLOYMENT CONTRACT  
BETWEEN  
BOARD OF TRUSTEES  
AND  
FACULTY ASSOCIATION  
OF  
CUMBERLAND COUNTY COLLEGE

July 1, 1979 to June 30, 1982

THIS DOES NOT  
CIRCULATE

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ARTICLE I

RECOGNITION

The Cumberland County College Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Faculty Association of Cumberland County College, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time professional personnel presently employed or hereinafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, and degree librarians. All other personnel shall be excluded.

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

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach Agreement in all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all persons covered in Article I, Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement, both tenured and nontenured, and such other data and information as required by law to be made public. Faculty members shall be permitted to inspect, copy from, or reproduce their individual personnel records.
- C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget shall be forwarded to the President of the Faculty Association.

## ARTICLE II

- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counter-proposals in the course of negotiation.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement to persons covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any full-time benefit prior to its effective date.
- F. The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organization for the duration of this Agreement.
- G. Either party shall have the right to caucus at any time.
- H. When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.

## ARTICLE II

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

### ARTICLE III

#### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New Jersey, the Board hereby agrees that all full-time unit members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activity. Pursuant to such right, the Faculty Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any Association member rights he may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be canceled by any member in order to attend such meetings. No charge shall be made for the Association's use of College facilities for such meetings.
- D. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards in the faculty lounge and the faculty office

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complexes. The Association may use the College mail service and faculty mailboxes for its approved communications to all faculty members.

- E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

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

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

The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, long distance calls, shall be paid for by the Association.



### ARTICLE III

- F. The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities, including religious and political activities, but these activities shall in no way interfere with the obligations of the Association members to the Cumberland County College.
- G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory, and which is without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- H. At any public Board Meeting an Association representative will be recognized and be given the opportunity to address any issue he or she feels pertinent if notice of intent is filed with the President ten days prior to the date of the meeting.
- I. A faculty committee on Ethics and Professional Behavior shall be established yearly by the Association to hear complaints when necessary from students or college employees about the professional conduct of Association members and make recommendations to the Dean of Instruction and the President regarding the disposition of such complaints.
- J. The Board and Association adhere to the following principles on Academic Freedom:  
  
Academic Freedom is essential to the following purposes and applies to both teaching and research. Freedom in research

### ARTICLE III

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

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.
2. The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
3. The College or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in

### ARTICLE III

the community imposes special obligations. As a person of learning and an educational officer, he or she should remember that the public may judge the profession and the College by his or her utterances. Hence, the teacher should show respect for the opinions of others and should make every effort to indicate that he or she is not an institutional spokesperson.

- K. The faculty lounge and conference room shall be made available to the Faculty Association for one hour per week at an hour to be specified.
- L. Announcements of professional position vacancies, new positions, and new titles, together with job descriptions and required qualifications, shall be distributed at least ten days prior to publication elsewhere to all professional personnel, including faculty, through inter-office mail during the regular semesters. During intersessions and summer session, notices to all working professionals shall be distributed through inter-office mail. Those who are not working or teaching shall be mailed notices to their home addresses, which shall be on file in the President's office. Should it be necessary to announce a position opening or vacancy during a vacation period, notices shall be mailed to all nonworking professional personnel, including faculty. The "ten days prior to its publication" shall be calculated from the date of mailing.

## ARTICLE IV

### CONDITIONS OF EMPLOYMENT

#### A. Basic Load

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

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

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

#### ARTICLE IV

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

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

#### B. Supplemental Teaching

1. Consistent with the needs of the Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, full-time unit members will ordinarily be given due and proper consideration for such assignments. The policy of the Cumberland County College is that adjunct faculty shall

#### ARTICLE IV

not deny full-time faculty members the right to teach an overload. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees. However, the faculty shall be notified of overload opportunities and be given first opportunity to fill these positions. Previous policy sets maximum load at twenty-one (21) contact hours, including overload. The administration reserves the right to make exception either above or below the twenty-one (21) hours in accordance with contract stipulations. The administration shall give an explanation and justifications for its actions.

2. Payment for teaching an overload shall be made on the basis of \$275.00 per contact hour. Payment for teaching an overload shall be made in the semester at mid-term and at the end of the semester.
3. No member of the administration shall be given overload responsibilities until the overload has been offered to unit members.
4. Full-time teaching faculty shall be given first priority to summer and intersession positions.
5. Payment for teaching in the summer session shall be made on the basis of \$275.00 per contact hour, each class offering being subject to a specified minimum enrollment.

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6. Compensation for coaching shall be made according to the schedule below. The Board reserves the right to offer compensation for coaching to adjunct faculty prior to offering it to full-time faculty.

<u>Activity</u>	<u>Annual Compensation</u>
Soccer	3 contact hours
Hockey	3 contact hours
Volleyball	3 contact hours
Men's Basketball	6 contact hours
Women's Basketball	6 contact hours
Baseball	3 contact hours
Men's Tennis	3 contact hours
Women's Tennis	3 contact hours
Golf	3 contact hours
Cheerleading	6 contact hours
Intramurals	6 contact hours
Archery	6 contact hours
Fencing	6 contact hours
Softball	3 contact hours
Athletic Coordinator	6 contact hours

### C. Course Assignment

1. Course assignments shall essentially be determined at the departmental level, subject to the review and approval of the Dean of Instruction, with no more than three separate course preparations per semester. The Dean of Instruction shall confer with the department chairperson and the instructor involved when circumstances require more than three separate classroom preparations in a single semester.
2. A faculty member is not to be assigned to an area where he has limited formal preparation unless it is agreed to by the faculty member.

## ARTICLE IV

3. Each faculty member shall be given his tentative teaching schedule for the Fall Semester no later than June 1 and for the Spring Semester no later than November 1.

### D. Office Hours

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

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

In no event shall a unit member maintain less than five (5) hours per week for consultation with students.

### E. College Functions

The faculty are encouraged to attend college-sponsored affairs and shall be required to attend graduation exercises. Academic regalia, if required, shall be supplied and paid for by the Board.



## ARTICLE IV

### F. Off-Campus Teaching Assignments

Off-Campus teaching assignments shall be mutually agreed upon by the faculty member involved and the administration.

### G. College Day

The college day extends from 8:00 a.m. to 10:00 p.m. on Monday through Friday. Insofar as possible, the assignment of the Faculty member shall span no more than eight (8) hours from the beginning of his first class to the end of his last class in the same day. There shall be at least fourteen (14) hours between the end of the last class of the day and the beginning of the first class of the next day. No faculty member will be assigned more than a five (5) day week. Exceptions may be made with prior written consent of the faculty member.

### H. Faculty Office Space

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

### I. Parking

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

### J. Vacation for Twelve-Month Employees.

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

## ARTICLE IV

### K. Keys to Complex

Upon request, each faculty member shall be given a key to his complex and to his office within the complex; receipts must be signed for the keys.

### L. Holiday for Librarians

1. Professional librarians shall be entitled to all legal holidays that ten-month employees receive during the academic year.
2. There shall be one (1) librarian on duty during all other periods when the college is open and faculty are not required to be on campus.

### M. Textbooks

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

## ARTICLE V

### FACULTY BENEFITS

#### A. Sick Leave

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

Ten-Month Employee--13 working days' sick  
leave per year

Twelve-Month Employee--15 working days' sick  
leave per year
2. Concurrently with the beginning date of the Fall Semester, a statement specifying the number of accumulated days to which a faculty member is entitled, the number he has used, and the number remaining in his account shall be sent to the faculty member upon written request.
3. Although sick leave may not be credited during a leave of absence, faculty do not lose accumulated sick leave while on leave of absence.
4. Sick leave allowance is accruable without limit. Faculty who enter retirement with any unused, accumulated sick leave shall be entitled to receive 50% of the accumulated sick leave as severance pay, said payment not to exceed \$6,000.00. This payment shall be paid in a lump sum at the effective date of retirement. The supplemental Compensation payment to be paid hereunder shall be compensated at the rate of 50% of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement.

## ARTICLE V

### B. Bereavement

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

### C. Personal Leave

1. Personal leave with prior approval of the President may be granted for a maximum of five days in any one year for the following reasons:
  - a. Personal court appearance
  - b. Marriage of employee
  - c. Personal business which cannot be handled outside scheduled hours
  - d. Religious holidays
  - e. Any other emergency or urgent reason which is not included in a to d above when approved by the department chairperson.
2. Procedure for Requesting Personal Leave:
  - a. A formal request shall be written to the President. This request shall include the specific reason for the requested leave and the date of the absence.
  - b. This request shall be submitted to the department chairperson to be forwarded to the President as soon as possible, but not later than one week prior to the anticipated absence.
  - c. All personal leaves are official only after receipt

## ARTICLE V

of the approval of the President or his designee.

### D. Leave of Absence

#### 1. Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any faculty member upon application for the purposes of advanced study if, in the opinion of the President and the Board, such study shall benefit the college as well as the individual. Upon application, such leave may be extended beyond the one-year limit. All such conditions shall be clearly stated in Leave Agreements.

#### 2. Exchange Teaching

A leave of absence for one year may be granted to any faculty member by the Board of Trustees upon the recommendation of the President for the purpose of participation in exchange teaching programs in other states, territories, or countries, if in the opinion of the President and the Board such experience shall benefit the College as well as the individual. The Board may extend such leave beyond the one-year period. The replacement shall be properly qualified for the duties he is to perform. All such conditions shall be clearly stated in Leave Agreements.

#### 3. Maternity Leave

The College agrees to meet the guidelines established by the Equal Employment Commission with regards to PL 95-555

## ARTICLE V

which bans discrimination in employment on the basis of pregnancy, child birth, or related conditions effective October 31, 1978.

### 4. Military Leave

All provisions of the State and Federal Leave detailing military training in the armed forces of the United States shall apply.

### 5. Professional Meetings

- a. Faculty are encouraged to attend appropriate and worthwhile professional meetings.
- b. To the extent possible, subject to the availability of funds determined by the college, the College will assist in payment of expenses of attendance at professional meetings.
- c. In the event that several faculty members desire to attend the same meeting, any travel allowance shall be pro-rated among them or paid to the person(s) providing transportation, assuming five passengers to the car.
- d. A written request to attend a professional meeting shall be submitted to the Dean of Instruction two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Dean shall notify the faculty member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.

## ARTICLE V

- e. When requested by the College to attend professional meetings or for other College business, if the faculty member uses his or her personal automobile, the travel expense shall be reimbursed at the County rate per mile, plus tolls and parking.

### 6. Sabbatical Leave

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

- a. A faculty member must have completed seven (7) years of continual service to the College since beginning service or since his or her last sabbatical leave.
- b. The leave must be applied for at least one year in advance where possible, with the specific study or research purpose clearly state in the application submitted to the FAST Development Committee.
- c. Sabbatical leaves may be one-half contract year or one full contract year in duration. Full salary shall be paid for a one-half year leave and half salary for a full contract year leave.

### E. Insurance Programs

- 1. At no cost to the faculty member, the Board shall provide for him or her and the eligible dependents the health insurance benefits of the following plans:
  - a. Blue Cross Hospitalization

## ARTICLE V

- b. Blue Shield Medical and Surgical
- c. Rider J
- d. Major Medical
- e. Dental Benefits (\$25 deductible)
- f. Optical Benefits

Commencing July 1, 1981, the Board shall provide for the faculty member only an optical program at a cost not to exceed \$80 per year per member. The plan shall not include sun glasses or contact lenses unless prescribed for a post cataract condition. The plan will cover one examination during the length of the contract.

2. At no cost to the faculty member, the Board shall provide for him or her a group income protection plan at a cost not to exceed \$160.00 per year per member. One plan shall be selected by the Association and approved by the Board, and all members of the Association shall belong to that one plan.
3. The Board shall provide for the faculty member and eligible dependents a program of prescription reimbursement defined by the Hospital Service Plan as \$1.00 co-Pay Program up to the maximum (family) benefits, which program shall be the aforementioned plan or, at the option of the Board of Trustees any equivalent plan.



## ARTICLE V

### F. Health Services

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

### G. Tuition

For a faculty member, his/her spouse, or unmarried child who is accepted at the College for enrollment in any of the College offerings, the College shall grant full tuition remission. Tuition remission shall be granted only in those courses where there is space available without extension or expansion of the course program or facilities. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

### H. Mini-Grant Fund

Subject to the availability of funds as determined by the College, there shall be established an annual Mini-Grant Fund of four thousand dollars (\$4,000) to fund the development of specific innovative projects throughout the year. The maximum grant to a faculty member for a single project shall be nine hundred dollars (\$900). The processing of grant proposals shall be done by the FAST Development Committee. Recommendations shall be made by the FAST Development Committee with the advice and consent of the Board of Trustees. Approval by the Board is final.

ARTICLE VI  
SALARY SCHEDULE

A. The salary schedule for the 1979-80 academic year shall be as follows:

<u>RANK</u>	<u>MINIMUM</u>
Assistant Professor II	\$11,000
Assistant Professor I	12,600
Associate Professor	14,700
Professor	17,200

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

The salary increase for 1979-80 will be 7.5%

The salary increase for 1980-81 will be:

Assistant Professor II	\$1,309.00
Assistant Professor I	1,563.00
Associate Professor	1,614.00
Professor	1,932.00

The salary increase for 1981-82 will be 7.5%

All increases in salary are awarded by the Board of Trustees upon the recommendation of the President, N.J.S.A. 18:29-14. Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increase plus twenty percent of the increase during 1980-81 only. The salary increase for 1979-80 and 1981-82 for twelve month employees shall be 7.5% plus 10% of the 7.5%.

## ARTICLE VI

1. Faculty members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointment will be made by the Board of Trustees upon the recommendation of the President.
2. A candidate is not automatically entitled to placement in the top rank for which his academic and experience credits make him eligible. The President may recommend employment at any rank or below the level of the noted qualifications.
3. Faculty members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with personnel policies established by the Board of Trustees.
4. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

### B. Academic Ranks

#### Guidelines for Eligibility

##### Assistant Professor II:

Academic: Master's Degree or equivalent in special field

Experience: None

##### Assistant Professor I:

Academic: Master's Degree plus 24 graduate credits

Experience: 4 years' teaching experience or the equivalent

## ARTICLE VI

### Associate Professor:

**Academic:** Master's Degree plus 45 graduate credits or Master's Degree and all course work completed for the Doctorate

**Experience:** 6 years' teaching experience or equivalent

### Professor:

**Academic:** Doctorate or equivalent

**Experience:** 9 years' teaching experience

### C. College Orientation Procedure

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

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

## ARTICLE VII

### COMPENSATION FOR GRADUATE WORK

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

1. Prior to enrollment in a course, faculty will obtain approval of the President. The President will approve only graduate courses which are consistent with the discipline taught and subject area in which faculty teaches in this college.
2. Upon successful completion of the approved course--with "credit" or a mark of "B" where letter grades are assigned--official evidence or grade report be transmitted to the office of the President of the College by the registrar of the university in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the rate of \$40.00 per credit hour, which then becomes part of the contracted salary, payable at the end of the academic year. A faculty member will be compensated for a maximum of \$240.00 or six credit hours in any one semester and a maximum of \$480.00 or 12 credit hours in any one academic year including

## ARTICLE VII

summer session. The maximum payable under the above compensation for graduate work shall be 24 credits.

## ARTICLE VIII

### FACULTY EVALUATION PROCEDURES

Faculty evaluation is a continuous process designed to improve instruction and help determine promotion and retention. The criteria necessary to effect an evaluation will be determined by the Dean of Instruction with the cooperation of the Department chairpersons. The substance of these criteria will be made known to the faculty by the Dean of Instruction.

#### 1. Procedures

Faculty will be evaluated in the following areas:

- a. Performance of professional responsibilities
- b. Contribution to college and community
- c. Professional growth

#### 2. Methods of evaluation to be used will include:

- a. Student evaluation--required for formal and informal evaluation for teaching faculty
- b. Peer Evaluation--required for formal, optional for informal evaluation
- c. Classroom observation--required for formal, optional for informal evaluation for teaching faculty

- (1) After each classroom observation, where it is part of the evaluation procedure, the person observed shall be provided with a written copy of the observation report within three (3) days. This will be followed by a conference within ten (10) days of the observation. The person observed may request additional observation.

## ARTICLE VIII

(2) Observations may occur at any time during the academic year. The faculty member shall know of the observation at least twenty-four hours in advance. Should the pending observation be scheduled when an examination or other activity not conducive to effective evaluation is taking place, it shall be rescheduled.

- d. Chairperson evaluation--required for formal and informal evaluation
- e. Self-evaluation--required for formal and informal evaluation

### 3. Types of Evaluation to be Used

- a. Formal evaluations will be required annually of all nontenured faculty. For tenured faculty members, a formal evaluation will be required at least once every five years or if the past informal evaluation was less than satisfactory or if the faculty member is applying for a promotion.
- b. Informal evaluations will be required each year for all tenured faculty members except as described in 3a above.

### 4. Time Table for Evaluations

#### a. Informal evaluation

- (1) Student evaluation will be received by the department chairperson by December 15. Self and peer evaluations and classroom observations will be optional for informal evaluation.



## ARTICLE VIII

- (2) The department chairperson will complete his evaluation of the faculty member by January 15.
- (3) The faculty member will be notified whether the evaluation is satisfactory or less than satisfactory by February 10.
  - (a) If the evaluation is satisfactory, the faculty member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they are initialed by him/her. The faculty member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The faculty member shall have 30 days to initial the evaluation. At the end of the period, failure to initial shall be noted and the evaluation placed in the personnel file.
  - (b) If the evaluation is less than satisfactory, the faculty member will receive a specific written statement of deficiencies accompanied by the evaluations no later than February 10. The faculty member may respond in writing to the statement of deficiencies within a period of two weeks from receipt of them.
- (4) If the informal evaluation was less than satisfactory, the following additional procedures will apply:

## ARTICLE VIII

- (a) The Dean of Instruction and Department chairperson will meet with the faculty member to establish objectives for the period April 1 to December 15. These objectives will be designed to reduce deficiencies. These objectives shall be reduced to writing and given to the faculty member. This meeting will be held by March 15.
- (b) Faculty objectives will be agreed to by the faculty member, department chairperson, and Dean of Instruction by March 30.
- (c) A meeting to assess progress on and make modification in objectives will be held by September 30.
- (d) All evaluation materials including self, peer, and student evaluations; classroom observations; and written report on objective completions will be received by the department chairperson by December 15.
- (e) The Dean of Instruction and Department Chairperson will complete the faculty evaluation by January 15.
- (f) At this point, the evaluation process will continue at step (3) above.

### b. Formal Evaluation

- (1) During the spring of the year preceding the formal evaluation, the faculty member will meet with the department chairperson and the Dean of Instruction

## ARTICLE

to establish specific objectives which will be part of the evaluation process. This meeting will be held no later than March 15. For faculty members who had less than a satisfactory evaluation for that year, the objectives will relate to the specific area(s) of deficiency noted in the evaluation. For other faculty members, the objectives will relate to areas which have room for improvement and/or the performance of new and relevant activities.

- (2) The objectives will be agreed upon by the faculty member, department chairperson, and Dean no later than March 30.
- (3) A fall meeting of the Dean, chairperson, and faculty member will be held to review progress on the objectives and make modifications if appropriate. This meeting will be held by September 30.
- (4) All evaluation materials including: peer, self, and student evaluations; classroom observations; and a written report on accomplishment of objectives will be received by the department chairperson by December 15.
- (5) The Dean and chairperson will complete the evaluation of the faculty member no later than January 15.

## ARTICLE VIII

- (6) The faculty member will be notified as to whether his/her evaluation is satisfactory or less than satisfactory by February 10.
- (a) If the evaluation is satisfactory, the faculty member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they are initialed by him/her. The faculty member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The faculty member shall have 30 days to initial the evaluation. At the end of the period, failure to initial shall be noted and the evaluation placed in the personnel file.
- (b) If the evaluation is less than satisfactory, the faculty member will receive a specific written statement of deficiencies accompanied by the evaluation no later than February 10. The faculty member may respond in writing to the statement of deficiencies within a period of two weeks from receipt of them. At this point, the evaluation process will return to step 4b (1) above.

ARTICLE IX

REDUCTION IN PROFESSIONAL STAFF

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

## ARTICLE X

### CONTRACTS

Annual contracts stipulating academic rank, salary, and salary payment schedule shall be issued not later than March 15th. When the Board of Trustees does not intend to reappoint a unit member, notice of non-reappointment shall be given in writing no later than March 15 of the first academic year of service and not later than February 15th of the second and third years, and January 15th of the fourth and fifth academic years of service.

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

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### A. PURPOSE

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

#### B. DEFINITIONS

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

## ARTICLE XI

intersession. Excluded are official College holidays, vacation days, and weekends.

8. Grievant: Person filing a complaint or grievance.

### C. EXCLUSIONS

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
2. Instances in which an employee granted tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act. (NJSA 18A:6-10 et. seq.)
3. Decisions of the President in exercising his discretion concerning a request for any leave.
4. Any matter herein expressly made non-grievable.

### D. PROCEDURES -- INFORMAL -- STEP I

1. A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period, shall be deemed to constitute an abandonment of the complaint.
2. The complaint shall be presented by the employee to his/her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.



## ARTICLE XI

4. People present at the hearing shall be the following:
  - a. person filing the complaint (grievant)
  - b. Association representatives (President and/or grievance officer)
  - c. immediate supervisor
  - d. college representative (contract administrator)
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
7. If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the Dean of Instruction. This appeal shall be in writing.

### E. PROCEDURES -- FORMAL -- STEP II -- DEAN OF INSTRUCTION

1. Upon receipt of the grievance appeal, the Dean of Instruction shall convene a hearing within (5) working days.
2. People present at the hearing shall be:
  - a. person filing the grievance (grievant)
  - b. Association representatives
  - c. immediate supervisor
  - d. Board representatives
3. After the close of the hearing, the Dean of Instruction

## ARTICLE XI

shall render a decision within five (5) working days.

4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

### F. PRESIDENT -- STEP III

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

### G. ADVISORY ARBITRATION -- STEP IV

1. The grievant may request submission of the grievance to an impartial arbitrator selected pursuant to the rules and procedures of Public Employees Relations Commission of the State of New Jersey or the American Arbitration Association within (15) working days after a decision by the President. The arbitrator so selected shall be afforded access to all documents used in the prior internal steps in the grievance procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgment solely to the grievance presented. Neither party shall be bound by the decision of the

## ARTICLE XI

arbitrator. The costs of the arbitrator shall be born equally by the Association and the Board. The Association has fifteen (15) working days to appeal the arbitrator's decision to the Board of Trustees.

### H. THE BOARD OF TRUSTEES -- STEP V

1. The appeal will be heard at the next regularly scheduled Board Meeting provided the Board has at least five (5) working days to study the material. This means that the Board shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the Meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board Meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.
2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

### I. GENERAL PROVISIONS

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and

## ARTICLE XI

reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive time limits at any step. Any such waiver shall be reduced to writing.

2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.
6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.

## ARTICLE XI

7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.
- J. No member of the unit shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of his/her professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

## ARTICLE XII

### THE BOARD OF TRUSTEES' RIGHTS

- A. The Board hereby retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.
- B. Any of the rights, power, or authority the Board had when there was no collective bargaining representatives or collective bargaining agreement are retained by the Board and may be exercised without prior notice to or consultation with the Association, except those specifically abridged or modified by this Agreement.
- C. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours.

ARTICLE XIII

MISCELLANEOUS

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

ARTICLE XIV

DURATION OF AGREEMENT

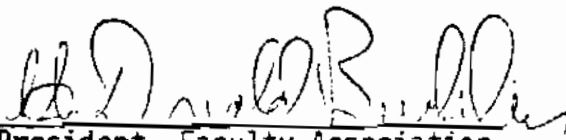
This agreement shall become effective on the 1st day of July, 1979, and shall continue in effect until the 30th day of June, 1982.

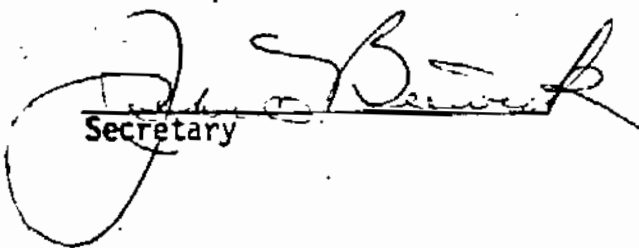
IN WITNESS WHEREOF, the FACULTY ASSOCIATION OF CUMBERLAND COUNTY COLLEGE has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have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

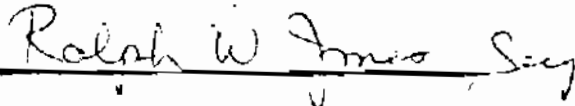
CUMBERLAND COUNTY COLLEGE

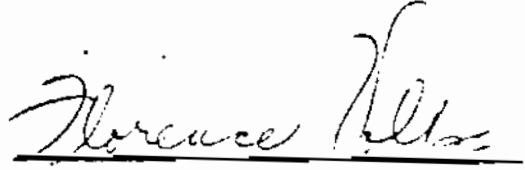
FACULTY ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE

  
Chairman, Board of Trustees

  
President, Faculty Association

  
Secretary

  
Ralph W. Jones, Secy

  
Maurice Keltos