

AGREEMENT

between

WARREN COUNTY COMMUNITY COLLEGE

and the

WARREN COUNTY COLLEGE FACULTY ASSOCIATION/NJEA

July 1, 2007 - June 30, 2010

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## **ARTICLE I**

### **RECOGNITION**

- A. The Board hereby recognizes the Warren County College Faculty Association/NJEA as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, and as amended by Public Laws of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:  
  
Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor, or Professor.
- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The terms “Faculty” or “Faculty member” shall mean all personnel covered by the terms of this Agreement.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The College and Association agree to negotiate over a successor agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach agreement concerning salaries, and terms and conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- B. Negotiations shall commence no later than February 1st prior to the expiration of the contract. The Association shall notify the College in writing to arrange for a mutually satisfactory meeting date to commence negotiation.
- C. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is reasonable and necessary to the subjects under negotiations.
- D. The College agrees not to negotiate concerning said employees’ negotiation unit, as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

- E. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- F. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Public Employment Relations Commission.
- G. If any provision of this Agreement or any application of this Agreement of any employee or group of employees or to the employer is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE III**

#### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional duties or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.
- B. The Association's duly authorized representatives may be permitted use of the College facilities and equipment, at such times and places that will not interfere with, delay or defer any activities or functions of the College. The Association shall not be charged for use of said property, but shall be charged for out-of-pocket expenses, cost of telephone calls and damage to property while in their use.
- C. The Board shall deduct from employee paychecks dues as certified by the Association and authorized by the employee for the following:
  - Warren County College Faculty Association
  - Warren County Education Association
  - New Jersey Education Association
  - National Education Association
- D. In accordance with Chapter 477, PL 1979, amending and supplementing the Employer-Employee Relation Act, the College agrees to withhold from unit members who do not belong to the Warren County College Faculty Association an amount up to 85% of the regular membership dues charged by the Association to its members. In making these deductions, the Association will save the College harmless from any claims brought by any party against the College in connection with the proper deductions made in accordance with this provision, including

reasonable counsel fees. The Association will provide to the College a copy of its “demand and return system” required under law.

- E. The President of the Association shall receive in manual form all Board policies and shall receive copies of all new policies as they are adopted by the Board and the schedules, including office hours, of all full-time faculty members within three weeks of the start of each semester, provided all faculty have provided the administration with their office hours within two (2) weeks of the start of each semester.
- F. The Association President shall be provided one copy of the approved minutes of all meetings of the Board of Trustees.
- G. No later than May I the President of the Association shall receive a complete “College Calendar” for the following year.
- H. Within thirty (30) days of the appointment of new faculty members, the College shall furnish to the Association the following information:
  - 1. Salary
  - 2. Faculty Rank
  - 3. Educational experience
  - 4. Professional experience
- I. When representatives of the Association are mutually scheduled by the Association and the College, not involving third party proceedings, to participate during work hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.
- J. The Association President may, during the academic year, take up to three (3) days leave with pay for Association business. Prior to taking such leave, the President shall provide advance written notice to the Chief Academic Officer (CAO). The Association President may delegate a specific portion of his/her three (3) day Association affairs leave to another official of the Association to devote to Association affairs. The Association representative shall be responsible to make up missed classes due to Association business in a professionally responsible manner.
- K. Bulletin Boards

The College shall provide the Association with a bulletin board comparable to those already existing at the College in a location to be designated by the Chief Academic Officer. The bulletin board shall be used solely for the posting of notices and other materials relating to Association Activities.

## ARTICLE IV

### FACULTY RIGHTS AND ACADEMIC FREEDOM

Faculty rights shall include the following:

- A. Consistent with the stated catalog course descriptions and syllabus, the primary responsibility for determining appropriate learning materials and strategies rests with the faculty member teaching the course, unless the course content being taught by the faculty member does not support or articulate with the student learning objectives as stated in the course syllabus. Where such a circumstance exists, the faculty member and the college shall be obligated to meet to resolve the discrepancy between what is being taught and what should be taught based on the requirements of the course syllabus.
- B. The faculty member shall evaluate the academic progress of his/her students and to assign grades in accordance with the grading system of the College. The College may change a grade of a student in exceptional circumstances after consultation with the faculty member.
- C. The faculty member shall be free to request any books, magazines, newspapers or other materials and supplies to be purchased by the Library Resource Center, subject to both the library acquisition policy and budgetary limitations.
- D. The use of an electronic monitor or communication device by the College during the meeting of class shall be permitted only with the prior approval of the faculty member. Taping by students shall be permitted upon notice to the faculty member provided taping is for exclusive academic use of the student. If the faculty member believes the monitoring is for other purposes, he/she shall report that to the CAO immediately
- E. Ownership rights of original works by members of the Faculty shall be governed by the following conditions:
  1. "Original works" include, but is not limited to:
    - (a) Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, tests, test answers, and proposals.
    - (b) Lectures, musical or dramatic compositions, and unpublished scripts.
    - (c) Films, filmstrips, charts, transparencies, and other visual aids.
    - (d) Video and audio tapes and cassettes.
    - (e) Live video and audio tapes and cassettes.
    - (f) Programmed instruction materials.
    - (g) Computer programs.

- (h) Pantomimes and choreographic works.
- (i) Pictorial, graphic and sculptural works.
- (j) Sound recordings.

2. Determination of Rights

- (a) Institution Ownership: If a faculty member produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "Materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.
- (b) Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the faculty member would not normally have unrestricted access, then the College shall have joint ownership with the faculty member. Joint ownership shall entitle the College to license and to sell such works and to share equally royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The percentages which are to be shared by the institution and individual shall be agreed upon by both parties. The College will supply the faculty member with an annual accounting of such proceeds, and will disburse half of such proceeds to the faculty member by July first of each year. Joint ownership provided by this Article shall be perpetual.

3. Individual Ownership: In all cases other than those covered by paragraphs (1) and (2) above, ownership rights shall reside with the Faculty member alone.

**ARTICLE V**

**GRIEVANCE PROCEDURE**

- A. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure. No reprisal of any kind shall be taken by the Board or any member of the administration or the Association against the grievant, or any other participant in the grievance procedure.

- B. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
- C. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.
- D. The time limits set forth in the procedure may be mutually extended in writing. All time lines shall refer to calendar days but shall not include holidays, or days when the College is closed.
- E. A grievance shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement, policies of the Board of Trustees or administrative decisions affecting terms and conditions of employment.
- F. A grievance to be considered under this procedure must be initiated by the employee or the Association at Level One within thirty (30) days of its occurrence.
- G. 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.
- H. Procedure
  - 1. Level One:  
 A faculty member or the Association may orally present and discuss a grievance with the faculty member's supervisor on an informal basis. At the faculty member's option, the faculty member may request the presence of an Association representative. Should an informal discussion not result in a satisfactory settlement, the grievant may within seven (7) days move the grievance to the first formal level, Level Two.
  - 2. Level Two:  
 A faculty member or the Association shall set forth the grievance in writing, and present it formally to the faculty member's supervisor. Such supervisor shall hold a meeting with the faculty member and a representative of the Association within ten (10) days of receipt of the grievance for the purpose of discussing the grievance. A decision shall be rendered in writing to the faculty member and the Association within ten (10) days of the conclusion of the hearing of the grievance.



3. Level Three:

If the faculty member is not satisfied with the decision rendered at Level Two, the faculty member or the Association may submit the grievance to the College President within ten (10) days. The President shall meet with the faculty member and a representative of the Association within ten (10) days of receipt of the grievance to discuss the grievance. Where appropriate, witnesses may be heard and pertinent records received. The President shall render a decision in writing to the faculty member and the Association within ten (10) days of the conclusion of the hearing of the grievance.

4. Level Four:

If the decision of the President does not resolve the grievance to the satisfaction of the grievant and the grievance involves a claim regarding a non-contractual matter only, the grievant or the Association may request, within fifteen (15) days of receipt of the President's decision, a hearing before the Board of Trustees in accordance with its policy establishing rules for such hearings.

5. Level Five:

If the decision of the President does not resolve the grievance to the satisfaction of the grievant and the grievance involves a claim regarding the contract only, the grievant may request in writing to the Association that the grievance be submitted to arbitration. Such request must be submitted to the Association within fifteen (15) days of receipt of the President's decision. If the Association determines that the grievance is meritorious, the Association shall submit the grievance, on behalf of the grievant to arbitration within fifteen (15) days after receipt of the request by the grievant. The Association shall file a written request for arbitration to the Public Employment Relations Commission (PERC) and shall simultaneously notify the College of such submission. The parties agree to follow the procedure regulated by PERC for the selection of the arbitrator. The decision of the arbitrator shall be binding and the cost of said arbitration shall be borne equally by both parties.

- I. No member of the bargaining unit shall be disciplined without just cause. Discipline, as defined by law, is subject to the grievance procedure.

## ARTICLE VI

### WORK WEEK AND WORKLOAD

- A. The regular instructional day shall be from 8:00 a.m. to 11:00 p.m. A faculty member may work other than during the regular instructional day at mutually agreeable times between the faculty member and the college. Full-time faculty may receive assignments during the regular instructional day or during other agreed to periods. When a faculty members in-/load includes an evening teaching assignment (after 5:00 p.m.), no teaching assignments shall be required on the next day until at least twelve (12) hours after the end of the evening teaching assignment.
- B. Faculty members assigned to an off-campus class requiring transportation following a class on campus, or vice versa, shall not be assigned to a class during the next scheduled period.
- C. Work assignments reasonable effort will be made to ensure that:
1. The regular workweek shall be Monday through Friday inclusive. Teaching assignments on Saturday shall be voluntary unless such assignments are necessary in order for the faculty member to reach a normal workload.
  2. The college shall make a good faith effort to schedule a faculty member for not more than three (3) consecutive hours between classes.
  3. If a faculty member requests the scheduling of a minimum thirty (30) minute lunch period during the work day, the college shall make a good faith effort to accommodate this request.
  4. The individual's schedule should not normally include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a weekday will be free of instructional responsibilities.
  5. No faculty member shall teach more than three (3) consecutive courses.
  6. When the faculty member's schedule includes classes between 4:00 p.m. and 7:00 p.m., one hour between 4:00 p.m. and 7:00 p.m. will be unassigned at the faculty member's request.
- D. Office Hours. Faculty members assigned the normal teaching load of fifteen (15) credits shall schedule four (4) office hours during a three (3) day period each week. Additional time shall be scheduled at a student's request at a mutually agreed upon appointment. Office hours may not coincide with College-established Common Hours.

- E. The primary purpose of the semester schedule is to meet students' and curriculum needs. Within this framework, each faculty member shall receive his/her teaching schedule by June 1 for the succeeding Fall semester and by December 15 for the succeeding Spring semester. Announcement of a tentative master schedule will be made to faculty prior to public posting and reasonable effort will be made to honor the faculty member's course and scheduling preferences. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected faculty member(s). If and when changes in the tentative master schedule are necessitated, the faculty member(s) will be notified as soon as possible.
- F. College work assignments in lieu of in-load course work.
  - 1. A faculty member who is under contract to the College but whose full-time teaching schedule cannot be filled may be reassigned to responsibilities other than the responsibilities described in the collective agreement.
  - 2. Such reassignment shall be mutually agreeable to the faculty member and the College.
  - 3. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignment shall not be considered an interruption of the faculty member's full-time service to the College. The compensation, benefits and appointment period shall remain as designated in this collective Agreement.
- G. Normal teaching load. A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year. Faculty members assigned tutoring in lieu of regular classroom instruction shall be granted the equivalent of three (3) credits of teaching for each two hundred twenty-five (225) minutes of tutoring per week.
- H. Science, mathematics, developmental reading and writing, CSC, and GRD courses will carry credit load weight equivalent to the actual contact hours the courses have met.
- I. Overload
  - 1. The maximum for summer session courses shall be 11 credit hours per faculty member each summer.
  - 2. A faculty member is not to be assigned to an area where he/she has limited formal preparation/experience unless it is agreed to by the faculty member.
  - 3. Payment for teaching an overload shall be made on the following basis per contact hour:

	<b>07-08</b>	<b>08-09</b>	<b>09-10</b>
Instructor	\$590	\$615	\$640
Assistant Professor	\$620	\$645	\$670
Associate Professor	\$645	\$675	\$700
Full Professor	\$655	\$680	\$710

Where qualified, full-time faculty shall be given full and fair consideration for the opportunity to teach summer and inter-session courses.

Overload salaries do not apply to adjuncts nor to summer semesters where institutionally determined adjunct rates apply.

- J. Independent Studies, Internships, Cooperative Education, Distance Education, and any other non-traditional course delivery: Faculty will receive credit hour compensation at the overload rate for each independent study, internship, and/or cooperative education course taught, according to the following enrollments, assuming a standard three-credit course: 1-3 students = 1 credit; 4-6 students = 2 credits; 7-15 students 3 credits. Course payments for courses with credit weights other than 3 credits will be calculated proportionately.
- K. Clubs and Committees:
1. The Chief Academic Officer has the authority to approve or disapprove any and all faculty club and committee assignments. Faculty may not begin serving in these roles unless and until approval of the CAO is granted, in writing.
  2. For student activities/clubs requiring a faculty advisor, then the faculty advisor shall be compensated at the annual rate of one credit.
  3. Faculty representatives, who are members of the Enterprise Leadership Team (E.L.T.) or chairs of any faculty standing committee unless otherwise enumerated, shall be compensated at the annual rate of one (1) credit.
  4. When duties and responsibilities are divided between or among more than one staff member, the compensation shall be divided consistent with the division of duties and responsibilities.
- L.
1. Faculty shall continue to perform professional duties during the ten (10) month contract. In addition, faculty will attend one (1) faculty meeting per month and Commencement. The College will furnish academic regalia for Commencement, when needed, at no cost to the faculty member.
  2. Two (2) mandatory in-service meetings per semester will take place in addition to the regular faculty and area coordinators meetings conducted. These faculty in-service meetings will be held as follows.

- (i) One day will be held several days prior to the start of the regular Fall and Spring semesters.
- (ii) One day will be held during the semester as outlined in the Academic Calendar.

Both meetings will normally be held during the official college day and week.

- M. Course preparation - Teaching employees will normally have no more than three (3) different course preparations each semester, unless a variance is specifically requested by the employee. Where the nature of the course offerings and the number of available full-time teaching employees within the program area prevents the accomplishment of these course preparation guidelines, courses in excess of three (3) preparations shall be assigned to accomplish a minimum number of preparations per employee.
- N. Outside employment – A faculty member may undertake lawful part-time employment (less than 35 hours per week) outside the College, consistent with prevailing regulations and statutes, so long as the time limitations resulting from such part-time employment does not interfere with the faculty member’s professional responsibilities.
- O. Release time may be granted for college work assignments.
- P. Release time may be granted for administrative work assignments.
- Q. Faculty shall be compensated at the rate on one (1) additional credit hour for each class taught at an off-site campus location in lieu of normal travel reimbursement.

## **ARTICLE VII**

### **VACANCIES AND PROMOTIONS**

- A. All non-tenured faculty appointed as instructors will receive a promotion to the rank of Assistant Professor concurrent with the date tenure is obtained.
- B. Professional Standards Committee:

By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of two members elected by the WCCC Faculty Association and two administrators (preferably one member will be from Academics Administration) appointed by the President of the College. The Committee shall meet on or before February 1<sup>st</sup> of each year to consider and by majority vote recommend to the President candidates assessed as qualified and worthy for promotion in academic rank, including, as appropriate, those

candidates whose distinguished contributions to WCCC make them worthy to have rank guidelines waived.

The President shall transmit his/her recommendations regarding candidates for promotion to the Board of Trustees. The transmittal of the President's recommendations shall also include a copy of any professional recommendations from the Professional Standards Committee. Faculty members desiring to be considered for a promotion shall make an application to the Professional Standards Committee by January 30<sup>th</sup>. Initiation of recommendations for promotion may also emanate from the President. The promotion shall be effective upon approval of the Board.

C. Criteria For Promotion

The personal qualities to be considered in evaluation faculty members for promotion and academic rank are:

1. Teaching Effectiveness
2. Departmental/Institutional Service
3. Administrative Effectiveness
4. Academic Achievement
5. Professional Growth
6. Relevant Community Service

A candidate for promotion does not need to excel in all of the above areas in order to be successful in his/her application for promotion. Sufficient documentation/demonstration of a pool of material covering the six areas outlined above shall be deemed acceptable for the promotion to be granted.

D. Promotion Appeals Procedure:

Any faculty member who is denied a promotion shall have the right, upon request, to have an informal meeting with the CAO to discuss the decision denying the promotion. If the faculty member so wishes he/she shall also have the right after such meeting, upon request, to meet informally with the College President to discuss the decision denying the promotion.

E. Adjustment for Promotion in Rank:

A faculty member granted a promotion in rank will receive an additional salary adjustment, effective July 1 of the year in which the promotion is granted, of 5% applied their prior year's base, prior to the calculation for the employee's other salary adjustments.

In no case shall the newly promoted faculty member's salary be less than the starting salary for that rank.

- F. The following initial hiring ranges shall be in effect for the life of this current agreement (2007-2010):

Instructor	\$38,000 - \$40,000
Assistant Professor	\$40,000 - \$45,000
Associate Professor	\$45,000 - \$50,000
Full Professor	\$50,000 - \$55,000

G. Reappointment/Non-Reappointment

1. The Board shall issue renewal contracts to all faculty members approved for reappointment not later than April 1. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, by that date.
2. All such notices are to be given no later than the above date, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.
3. Delivery of notice of non-reappointment shall be made personally or certified mail to the faculty member affected if he/she is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.
4. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the President a written request for reasons for such non-renewal. The President will provide such faculty member with a written statement of reasons within fifteen (15) days of receipt of such request.
5. A faculty comment space shall be provided on the observation report form.

H. Resignation

Faculty who wish to resign shall submit such resignation to the President of the College through the CAO at least sixty (60) days prior to the date of such resignation.

I. Reduction in Force

“With the exception of NJAC 9A:7-2.7, any reduction in force of the faculty shall be implemented in accordance with the now expired NJAC 9A:7-2.1 through 9A:7-2.11 as attached hereto. Should legislation or new regulations be adopted governing reduction in force those new statutes or regulations shall apply to a reduction in force rather than the provisions of the expired regulations contained herein.”

## **ARTICLE VIII**

### **EVALUATIONS**

**A. Purpose:**

The purpose of the faculty evaluation is to develop the teaching potentials of all faculty members and to provide reasonable academic criteria for considering promotion, reappointment and tenure.

**B. Frequency of Administrative Evaluations**

1. All non-tenured faculty members shall be formally observed in writing pursuant to this Article at least twice annually during the first five (5) years of their employment.
2. Tenured faculty shall be formally observed in writing pursuant to this procedure at least once every year after the year in which tenure was conferred.
3. The faculty members must be given not less than 48 hours advance notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the observation.
4. A copy of the administrative written observation report shall be provided to the faculty member within ten (10) working days of the observation. A conference between the observer and the faculty member to review the written observation report shall take place within five (5) working days of the receipt of the written observation report.
5. A faculty comment space shall be provided on the observation report form.

**C. Self-Evaluation:**

The self-evaluation must be presented in writing to Chief Academic Officer or his/her designee no later than June 15.

**D. Elements of Annual Summary Evaluation:**



An annual summary evaluation shall be prepared to assess total performance and shall include, but not limited to:

1. The administrative evaluation
2. The self-evaluation.
3. The student evaluation.

E. Procedures Regarding Annual Summary Evaluation:

1. The annual summary evaluation shall be completed by the Administration and provided to the faculty member by September 1.
2. A conference between the administrative evaluator and the faculty member shall take place within ten (10) working days of receipt of the written summary evaluation.
3. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the Chief Academic Officer or his/her designee.
4. All evaluation reports will be maintained in the faculty member's official personnel files.
5. Each faculty member evaluated by student evaluations will also be provided with a copy of the summary computer printout of the responses received from his/her students within a reasonable time after the same is produced. Access to student evaluations shall be limited to the College Administrators, or other persons directly involved in a proceeding initiated by a party to this Agreement or by a faculty member.

F. Faculty Response:

A faculty member has the right to append his/her pertinent written comments to any written observation and/or evaluation reports generated from formal evaluations or other administrative evaluations.

G. Tenure:

The College shall comply with the laws of the State of New Jersey with respect to tenure, as set out in N.J.S.A. 18A.

1. Tenure Review Schedule: Applicable when the specified number of semesters for applications and decisions coincide with the beginning of a fall semester.

September 1 Faculty member eligible for tenure submits letter of intent to apply for tenure to the CAO who will then convene the Faculty Tenure Committee.

- October 1 Faculty member submits a portfolio to the Faculty Tenure Committee
- December 1 Faculty Tenure Committee submits recommendations to CAO.
- February 1 Where applicable, the Dean of Academic Services Will deliver a “Deficiency Tenure Letter” to the candidate.
- March 1 The CAO transmits recommendations of both the Faculty Tenure Committee and his/her own to the President. The President forwards his recommendations for consideration at the March Board meeting.
- April 1 - Announcements of tenure decisions made following the March meeting of the Board of Trustees.
2. Tenure Review Schedule: Applicable when the specified number of semesters for applications and decisions coincide with the beginning of a spring semester.
- March 1 Faculty member eligible for tenure submits letter of intent to apply for tenure to the CAO who will then convene the Faculty Tenure Committee
- April 1 Faculty member submits a portfolio to the Faculty Tenure Committee.
- June 1 Faculty Tenure Committee submits recommendations to CAO.
- August 1 Where applicable, the Dean of Academic Services will deliver a “Deficiency Tenure Letter” to the candidate.
- September 1 The CAO transmits recommendations of both the Faculty Tenure Committee and his/her own to the President. The President forwards his Recommendations for consideration at the September Board Meeting.
- October Announcements of tenure decisions made following the September meeting of the Board of Trustees.

## **ARTICLE IX**

### **PERSONNEL FILE**

- A. The official personnel file evaluating each faculty member shall be maintained in the CAO office. Employees shall be permitted to inspect, copy from, or reproduce their individual personnel records upon forty-eight (48) hours notice of request.
  
- B. Faculty will be provided with a written copy of material to be placed in their personnel file at least seventy-two (72) hours in advance of the placement of that material in the personnel file. The material received by the faculty member will have an acknowledgment attached indicating that the member has been provided with the advanced copy of the document. Signature is required but indicate only receipt rather than agreement with the material. If the faculty member does not sign the acknowledgment, then the College has the right to insert the material into the personnel file after seventy-two (72) hours with a notation that the material was provided to the faculty member that no written acknowledgment was returned. The faculty member shall have the right to read any and all material maintained in his/her personnel file and may submit a written response to such materials which shall be included in the personnel file.
  
- C. No information from a faculty member's file shall be given to a party not affiliated with the College unless approved by the faculty member or if such information is required pursuant to a court order or a subpoena, in which case, notice will be given to the employee immediately upon compliance with such order or subpoena.

## **ARTICLE X**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE XI**

### **NON-DISCRIMINATION**

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.
- B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, marital status, or any other protected category under state or federal law.
- C. The provisions of these policies shall be applied equally to all faculty in the unit.
- D. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.

## **ARTICLE XII**

### **BOARD RIGHTS AND RESPONSIBILITIES**

The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, except as properly limited by this agreement and law.

## **ARTICLE XIII**

### **TUITION REIMBURSEMENT**

- A. In accordance with current College procedures, faculty members shall be entitled for reimbursement for up to eighteen (18) graduate credits per year taken at an accredited institution at the in-state graduate per credit rate charged by Rutgers University or 50% of the tuition rate at other institutions, if a higher applicable graduate per credit course rate.
- B. Effective Fall 2004, employees electing to use this benefit will agree to remain employed with the college for one and one-half (1 ½) years from the date of the last tuition reimbursement request approved. If an employee leaves prior to this timeframe, the employee will be required to repay the college for all educational expenses previously reimbursed in the prior 1 ½ years from the date of separation. In the event of termination or non-renewal of the employee contract, the employee is immediately released from this obligation. All other releases from this obligation shall be at the discretion of the Board of Trustees.

## **ARTICLE XIV**

### **SICK LEAVE**

- A. All faculty members shall be entitled to ten (10) sick leave days per year. Annual sick leave shall be posted to each employee's account on July 1. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. The College shall provide a written accounting of accumulated sick leave to each faculty member by September 30 of each year.
- C. A Retirement Compensation Bonus Plan shall be implemented according to the following conditions and stipulations.
  - 1. A Retirement Compensation Bonus shall be based on a payment of \$80 per day for each accumulated sick day earned providing that the following conditions are met:
    - (a) The faculty member has been employed actively by the College for at least 10 consecutive years.
    - (b) Payment of this benefit requires at least a one-year prior written notification unless the retirement is due to a valid and substantiated personal reason such as an illness, personal family crisis, etc. approved by the Board of Trustees.
    - (c) In cases where an eligible faculty member dies while actively employed, the Retirement Compensation Bonus will be paid to his/her estate.

2. This benefit is limited to a maximum of \$8,000.
- D. In the event that a unit member is absent for consecutive days, sick leave shall be charged on a daily basis until the employee returns.

## **ARTICLE XV**

### **TEMPORARY LEAVES OF ABSENCE**

A. Jury Duty Leave:

A faculty member who receives notice for jury duty during the school year must request in writing that the service be postponed to the summer months when school is not in session. If that request is denied, the faculty member will present the original notice and the court response to the College. A faculty member on jury duty leave shall be paid the difference between his/her salary computed on a daily basis, and the daily jury fee paid by the Court. The faculty member must provide verification of the number of days actually spent on jury duty service. Faculty members summoned to appear as a witness in a judicial or administrative proceeding shall be covered by these provisions.

## **ARTICLE XVI**

### **LEAVE OF ABSENCE**

A. Parental Leave

1. A faculty member in anticipation of parenthood as a result of natural childbirth or adoption may apply for a leave of absence without pay. A request for parental leave shall be made in writing to the CAO at least sixty (60) days prior to the day the leave is to become effective, unless the physician or representative handling a legal adoption specifies the necessity for such leave to commence on shorter notice. Faculty members on parental leave during the period of the actual faculty member's physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability.
2. A faculty member returning from parental leave shall be required to give sixty (60) days written notice to the CAO of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon his/her return, in the same or substantially similar position and salary as he or she vacated at the commencement of the leave, providing the position has not been abolished in accordance with law.

3. If parental leave has been taken by a mother on account of her pregnancy, a statement that the faculty member is physically able to return to duty shall be furnished to the College before the return from parental leave is permitted.
4. Parental leave may extend for faculty members beyond the semester in which it is initiated. If the leave commences in the first half of a semester, the faculty member is entitled to one additional full semester. If the leave commences in the second half of a semester, the faculty member is entitled to up to two (2) additional full semesters.

B. Unpaid Leave

Faculty members may be granted an unpaid leave of absence of up to two (2) consecutive full semesters. Except in cases of emergency, such leave must be requested a minimum of eight (8) weeks in advance and must be approved by the College President. Faculty members returning from unpaid leave shall be granted the same or a substantially similar position as held prior to the leave.

C. Military Leave

Leave without pay shall be granted to enable a faculty member to fulfill required United States Military Reserve or National Guard commitments. All the employment rights provided by existing or enacted legislation shall accrue to such employees. When called up for two (2) weeks of active duty, the faculty member must first apply in writing to have such commitment met during the months of July and August prior to being granted said leave during the academic year.

D. Bereavement Leave

A faculty member shall be entitled to bereavement leave in the event of a death in the immediate family. Such leave may be up to three (3) working days following the date of death to permit the employee to attend the funeral and arrange for other related matters. Faculty may request to use two (2) sick leave days in addition to the three (3) bereavement for said purposes.

E. All full-time faculty are entitled to two (2) personal leave days requiring in advance the specific approval of the administration, subject to the following restrictions.

1. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours notice shall be given in order to provide for substitutes or adequate class notification.
2. Such leave shall not be granted immediately prior to or after any scheduled break or holiday. Exceptions may be made with administrative approval.

3. Such leave days will be used for bona fide personal business normally unable to be completed after normal school hours, physical exam for the armed forces, graduation when receiving a degree, real estate closings, religious holidays, etc.
4. Each faculty member, upon return, shall sign a statement that the leave day was taken under these guidelines.

F. Family Leave

Family leave will be granted to all eligible employees consistent with the federal and state family leave statutes and regulations. Employee benefits will continue as required by federal and/or state statute during this period.

G. Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any unit member upon application for the purpose of participating in a Fulbright or other educational exchange program. This leave shall be creditable for College seniority.

## **ARTICLE XVII**

### **SABBATICAL LEAVE**

- A. Sabbatical leave is defined as a period of non-assignment from teaching, or equivalent duties for the purpose of enhancing the professional development of the faculty represented in this Agreement. Such activities may include formal study at an accredited institution, research, writing and travel, related to professional responsibilities.
- B. Sabbatical leave may be granted by the Board of Trustees, upon recommendation of the President, subject to the following conditions:
  1. A faculty member must have completed seven (7) years of continuous service to the College as a faculty member since beginning service.
  2. The leave must be applied for by January 31st in the year prior to the requested sabbatical leave. Such application shall define the specific program of study or research purpose and shall be submitted to the Sabbatical Committee. The committee shall consist of two (2) administrators and three (3) faculty members appointed by the Association who shall forward its recommendation to the President.
- C. Sabbatical leave may be granted at one-half (1/2) salary for one (1) full contract year or full salary for one-half (1/2) contract year.



- D. The Board of Trustee's decision not to grant a sabbatical leave to a staff member for financial reasons or because the proposal is not deemed of value to the institution, shall not be subject to the binding arbitration level of the grievance procedure. A decision not to grant a sabbatical leave shall not be made arbitrarily or capriciously.

## **ARTICLE XVIII**

### **BENEFITS**

- A. Consistent with federal and state regulations governing health maintenance organizations, the College shall provide all faculty members with the option to elect a qualified H1\40 Plan in lieu of the Group Health Insurance Plan or the traditional N. J. Health Benefits Plan. Such election shall be available on a once-a-year basis.
- B. The College shall provide a disability benefits plan for all faculty members to protect against loss of income due to a non-work related illness or injury. Such benefits shall be in accordance with the provisions of the New Jersey State Disability Plan.
- C. The College shall provide basic, individual dental coverage to each faculty member using a plan of the College's choosing (e.g. Delta or another reputable company plan). Faculty members may purchase additional coverage (family or other) at the employee's expense. This coverage will begin January 1, 2001.

## **ARTICLE XIX**

### **MISCELLANEOUS**

- A. Faculty shall be able to purchase merchandise, supplies and single copies of books at the college bookstore at cost.
- B. Whenever a faculty member has received approval from the CAO to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current IRS rate. Tolls during such travel shall be reimbursed.
- C. A portion of the parking lot will be identified for full-time faculty automobiles equivalent to the number of full-time faculty employed. A parking card will be issued to full-time faculty which can be posted in their vehicles for identification.
- D. Each faculty member shall be provided with adequate office space. At a minimum, this office space shall be furnished with a desk, phone, file cabinet, bookcase, desk chair and a chair for students. Prior written notice shall be given to a faculty member before his/her office is moved.

- E. The College shall provide sufficient clerical support to meet the needs of the faculty.
- F. Each full-time faculty member shall be provided with a computer, and appropriate software, as defined by the administration, which meets the needs of both the faculty member and the college, as it relates to college business. All computer hardware and software remain the property of the College and shall be returned to the College upon separation for any reason.

## **ARTICLE XX**

### **FULLY BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE XXI**

### **SALARY INCREASES**

Salary Increases for the Duration of this Contract, 2007-2010 (three years): Individual faculty member salaries shall be computed by applying four (4%) percent for each of three years. In addition, there may be enrollment incentive increases as follows:

Unit members shall be entitled to enrollment incentive increases under the following terms and conditions:

1. This section of the collective agreement authorizing the award of enrollment incentive increases shall not be effective and no enrollment incentive increases shall be awarded unless the enrollment increases established in Section 2 hereof are achieved.
2. Enrollment incentive increases shall be paid in accordance with the following tables.

#### 2007-2008

≥ 6% to < 9% increase over 2006 – 2007 audited credit hours = .5% of 2007 – 2008 base salaries as enrollment incentive increase.

≥ 9% to < 12% increase over 2006 – 2007 audited credit hours = 1% of 2007 – 2008 base salaries as enrollment incentive increase.

> 12% increase over 2006 – 2007 audited credit hours = 1.5% of 2007 – 2008 base salaries as enrollment incentives increase.

#### 2008-2009

≥ 6% to < 9% increase over 2007 – 2008 audited credit hours = .5% of 2008 – 2009 base salaries as enrollment incentive increase.

≥ 9% to < 12% increase over 2007 – 2008 audited credit hours = 1% of 2008 – 2009 base salaries as enrollment incentive increase.

> 12% increase over 2007 – 2008 audited credit hours = 1.5% of 2008 – 2009 base salaries as enrollment incentive increase.

#### 2009-2010

≥ 6% to < 9% increase over 2008 – 2009 audited credit hours = .5% of 2009 – 2010 base salaries as enrollment incentive increase.

≥ 9% to < 12% increase over 2008 – 2009 audited credit hours = 1% of 2009 – 2010 base salaries as enrollment incentive increase.

> 12% increase over 2008 – 2009 audited credit hours = 1.5% of 2009 – 2010 base salaries as enrollment incentive increase.

3. The amount of the enrollment incentive increase shall be determined by multiplying the applicable percentage of salary increase from Section 2 hereof by the total base salaries of all unit members employed on June 30 of the fiscal year of the enrollment increase. The amount shall then be divided by the number of unit members employed on that date. The amount deriving from application of the aforesaid formula shall be paid to all unit members who were employed during the entire fiscal year of the enrollment increase and who continue to be employed by the College. A unit member who was employed for part of the fiscal year of the enrollment increase may receive the increment upon approval of the Board of Trustees.
4. Enrollment incentive increases shall be added to unit members' base salaries and shall be paid in the regular salary installments for the period January through June immediately following the Board approval of the audit report.
5. The parties to this agreement acknowledge that the right of unit members to receive an enrollment incentive increase cannot be determined until audited credit hours are reported in the year following the close of a fiscal year.
6. The within provisions of the collective agreement which authorize the payment of an enrollment incentive increase shall expire on June 30, 2010

except that the College shall be obliged to pay any enrollment increase for the 2009 - 2010 fiscal year. This provision of the collective agreement shall not be continued into a successor agreement unless both the Faculty Association and the Board of Trustees specifically agree to the continuation of this provision in a successor contract.

Board of Trustees

Faculty Association

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Witness

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Witness

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Date

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Date

WARREN COUNTY COMMUNITY COLLEGE  
CONTRACT ADDENDUM  
FULL-TIME FACULTY SUMMER PAY

This addendum provides for changes and additions to the existing agreement between WCCC and the WCCC Faculty Association/NJEA, July 1, 2007 – June 30, 2010. To follow are the changes and/or additions:

Article VI  
Work Week and Workload  
I Overload

Where qualified, full-time faculty shall be given full and fair consideration for the opportunity to teach summer and inter-session courses. Overload salary rates will apply for full-time faculty. Overload salaries do not apply to adjuncts.

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Chairman, Board of Trustees

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Faculty Association

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Witness

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Witness

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Date

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Date

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