

**AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES  
OF CUMBERLAND COUNTY COLLEGE**

**AND**

**THE FACULTY ASSOCIATION  
OF CUMBERLAND COUNTY COLLEGE**

**JULY 1, 2014 to JUNE 30, 2017**

## 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, degree librarians and temporary eligible unit members. 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 PROCEDURES

- 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 no later than December 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 non-tenured, and such other data and information as required by law to be made public.
- C. Upon approval of the College budget by the Board of Trustees, such document becomes public information and is available upon request. A copy of this budget shall be forwarded to the President of the Faculty Association.
- 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.
- 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 New Jersey 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 or other room of mutual agreement. 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 8:00 a.m. and 10:00 p.m., and/or times of 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 Law of the State of New Jersey.

### **ARTICLE III - INDIVIDUAL AND 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 activities. Pursuant to such rights, 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 members rights he/she 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 here-under 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 staff lounge and the faculty office complexes. The Association may use the College mail service and faculty mailboxes for its approved communications to all faculty members.
- E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this Contract and the general policy of the Board of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

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

With prior approval of the President or his designee, the Association's duly authorized representatives or member employed by the Board may be permitted use of the 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.

- F. The Board and Association recognize that all employees of the College, including 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, sexual orientation, handicap 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/she feels pertinent if notice of intent is filed with the President five days prior to the date of the meeting.
- I. 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 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 in freedom of 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, in keeping with the institution's code of ethics policy.
  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.
  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 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.
- J. Meeting Room. A room shall be made available to the Faculty Association each month during the scheduled meeting time. Room requests for additional meeting times will be made and granted upon availability.
- K. Announcement of Positions. Announcements of professional position vacancies, new positions and new titles, together with job descriptions, rank, association affiliation and required qualifications, shall be posted to the College's website at least five days prior to publication elsewhere to. All professional personnel, including faculty shall be notified of these postings via email.
- L. Personnel Files. The official personnel file for each unit member shall be maintained in the Office of Human Resources. Unit members shall be permitted to inspect, copy from or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division/supervisor's office. In addition, a copy of these evaluation materials shall be maintained in the official personnel file. Each unit member shall receive a copy of all annual evaluation materials. Access to the official personnel file will be facilitated by the Director of Human Resources or designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review.

Disclosure of information as required by the Open Public Records Act (N.J.S.A. 47:1A-1), will occur as mandated by statute. Disclosure of information, as required by legal subpoena, will occur as demanded. The employee will be notified within three working days when any disclosure has taken place.

Any complaints or criticisms made about any unit member will be promptly brought to the unit member's attention.

## **ARTICLE IV – BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitations, all powers, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:
1. Full jurisdiction and authority over matters of policy.
  2. The executive management and administrative control of the College and its properties and the facilities of its employees.
  3. Hiring of all employees and, subject to the provisions of law and this Agreement, determining the qualifications and conditions for their continued employment or dismissal or duration.
  4. To promote and transfer all employees subject to the provisions of this Agreement.
  5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
  6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
  7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
  8. To take whatever actions the Board may deem necessary to carry out the mission of the College in any situation whatsoever to the extent provided by this Agreement.
- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.
- C. Nothing in the Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures, nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

## **ARTICLE V- CONDITIONS OF EMPLOYMENT**

### **A. Basic Load**

1. Faculty. In one academic year the teaching load shall be 30 contact hours. The basic load may include up to 15 contact hours of online teaching. The normal load may be split between the Fall and Spring semesters. Upon request of the faculty member, with the approval of the appropriate Dean, the load may be distributed over the Fall and Spring semesters, Winter and Summer I sessions. The faculty member must teach at least twelve (12) contact hours in the traditional mode on campus(or the appropriate instructional site), with at least six (6) contact

hours on campus during each semester. The faculty member must be on campus (or the appropriate instructional site) at least three (3) days per week for teaching, advising, and/or campus activities during the fall and spring semesters. The request for a spread load must be made by April 15, and approved by April 30 of each year. Any changes in the previously approved schedule must be requested and approved thirty (30) days prior to the start of any given semester. Full-time faculty select their fifteen (15) contact hours by seniority at the College. After all full-time faculty have made their selections, overload is selected one course at a time, again by seniority at the College. Once full-time faculty members have their schedules confirmed, other faculty members cannot bump a full-time faculty member out of a class. If the contractual fifteen (15) hours are not met due to cancellations, faculty members may only bump part-time or adjunct faculty in order to obtain the fifteen (15) contact hours. Once all full time faculty have selected their schedules and their overload courses, courses will be offered first to other unit members, then to administrators, and then to part-time employees. Subsequent course availability, including but not limited to additional course openings or loss of instructor, shall follow the same order of selection. A faculty member may appeal any decision on course selection to the Vice President for Academic Affairs and Enrollment Services. The decision of the Vice President is final.

2. Counselors/Librarians. Counselors and Librarians shall work 35 hours per week. Any work assignments that are in excess of the thirty-five (35) hours will be granted compensatory time at a rate of one and one-half (1 1/2) hours for every hour exceeding the regular work week. Use of compensatory time will be arranged between the unit member and the appropriate Academic Dean/supervisor and will be taken within 60 working days of the overtime worked. Normally counselors/librarians shall not be required to teach as part of base load, however, if a counselor/librarian is required to teach the counselor/librarian will be offered a reduction in the work week equal to two (2) and one-third (1/3) clock hours reduction in base load for each credit hour taught or receive overload payment at the discretion of the administration. Overload assignments for counselors may not exceed one overload without written consent of the unit member.
3. Team Teaching. Unit members who are involved in a team teaching assignment shall receive one additional contact hour toward their teaching load for their attendance at lecture presentations and a weekly lecture coordination session. The one hour shall be in addition to their prorated portion of the lecture contact hours. The team leader shall be selected by the team with ultimate approval by the Academic Dean.

#### B. Supplemental Teaching

Consistent with the needs of 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 credit course assignments. The policy of Cumberland County College is that adjunct faculty shall 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.

1. Payment for teaching an overload shall be made on the basis of:

2014-15	\$825 per contact hour
2015-16	\$850 per contact hour
2016-17	\$875 per contact hour

Payment for teaching an overload shall be made at the mid-term and at the end of the semester upon receipt of the final grades.

2. No member of the Administration shall be given overload responsibilities until the overload has been offered to the unit members. Qualified administrators and unit members shall be given the first right of refusal for freshman seminar courses based on seniority.
3. Full-time teaching faculty shall be given first priority to summer session, winter session and off-campus positions. Payment shall be made on the basis of the current overload rate. Each class offering is subject to a specific minimum enrollment.
4. The Board will give full consideration to all qualified college personnel who wish to teach Continuing Education classes scheduled through Professional and Community Education. Instructional compensation will be solely determined by Professional and Community Education based on, but not limited to, complexity of the course, qualifications of the instructor, and number of students.
5. Compensation for program coordinators shall be 3.0 contact hours per academic semester (fall and spring). Upon agreement from the Administration, with proper justification, one contact hour may be given for coordination responsibilities performed during the summer months. This compensation shall be in the form of salary or release time, as designated by the Administration. A unit member shall be free to accept or reject a position as program coordinator.
6. Prorated Compensation for Elected Supplemental Teaching. If the cancellation of an overload section is contemplated due to insufficient enrollment, and it is educationally feasible, the Vice President may offer the full-time teaching faculty the opportunity to teach the course; possibly on a directed study basis according to the following reduced overload compensation schedule:

	Students Enrolled							
	1	2	3	4	5	6	7	8
% of Overload Contact Hour	20%	30%	40%	50%	60%	70%	80%	90%



Payment of the prorated overload compensation shall be made at the mid-term and at the end of the semester upon receipt of the final grades. Final decision as to the overload shall rest with the Vice President.

7. The conditions regarding supplemental teaching as set forth in this section shall not apply to non-credit instructional and consulting positions administered by Professional and Community Education.
8. Responsibilities for campus-wide involvement on assessment shall be established and contained in a separate Memorandum of Agreement which shall be executed by the faculty and the administration.

C. Course Assignment

1. Course assignments shall be determined by the Academic Deans, subject to the review and approval of the Vice President of Academic Affairs, with no more than three separate course preparations per semester. The Vice President shall confer with the Academic Dean and the instructor involved when circumstances require more than three separate classroom preparations in a single semester. Each unit 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 December 1.
2. A faculty member is not to be assigned to an area where he has limited formal preparation unless it is agreed to by the faculty member.
3. Preference in course assignments within a discipline shall be determined on the basis of seniority, defined as years of service at the institution.

D. Office Hours

Faculty members shall maintain at least one office hour for every three (3) contact hours in a semester. 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, and return to the faculty office for consultations. Faculty teaching in load distance education courses during any semester can maintain one (1) office hour online for distance education per week for every three (3) in load distance education contact hours in a semester.

E. Graduation

Unit members are required to attend graduation exercises. Academic regalia, if required, shall be supplied and paid for by the Board.

#### F. Off-Campus Teaching Assignments

Unit members may be assigned to off-campus teaching assignments whenever it is deemed necessary by the Board. Unit members will not be unilaterally given assignments at a Prison. Assignments at a Prison will only be given with the prior, written consent of the unit member.

#### G. College Day

The college day extends from 8:00 a.m. to 10:00 p.m. on Monday through Friday, and Saturday 8:00 a.m. to 4:00 p.m. 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, word-processing, copying, shredding and typing assistance for the unit member.

#### I. Parking

The Board shall provide parking facilities for the unit members. In addition to restricted parking in Lot F, this will include 3 designated faculty parking stalls in Parking Lots G, H, I, J. The exact location of the designated faculty parking stalls shall be determined by faculty representatives in conjunction with the Director of Security.

#### J. Librarians

Librarians shall have the option of working under a twelve month or a ten month contract. If a twelve month contract is selected, the unit member shall have twenty days paid vacation. If a ten month contract is selected the unit member shall have seventeen days paid vacation. Those unit members who select a ten month contract who were formerly employed under a twelve month contract shall have their ten month salary calculated in the following manner: The current contracted year salary, minus ten percent (10%) plus any negotiated salary increase for the coming year. A summer contract shall be offered first to unit members and said summer employment shall be reimbursed at ten percent (10%) of the base salary.

#### K. Policies and Procedures Manual

An electronic copy of the Policies and Procedures Manual and all related attachments will be available on the college's web site. All changes to the manual and attachments will be noted by section number in an E-mail when the change is made.

#### L. Keys to Complex

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

M. Textbooks

All specific course texts and other teaching materials shall be selected by the unit member teaching the course in conjunction with their Academic Dean, who shall submit the recommendations to the Vice President for approval and in sufficient time for same to be ordered for the ensuing term.

N. Development Days

Unit members may be required to attend up to six (6) days for advisement, orientation or development within the contract year. If a member is unable to attend they are expected to utilize sick and/or personal time unless the day was scheduled by the Development Council and changed by the administration in which case no sick or personal time needs to be used.

O. Staff Lounge

The Board shall provide a staff lounge which shall be available between 8:00 a.m. and 9:00 p.m.

P. Distance Education

1. Distance education courses shall not be electronically monitored nor taped without prior written consent of the unit member. All video tape, course materials, or computer presentation materials developed by the unit member cannot be utilized without the written consent of the unit member.
2. Evaluation of the unit member shall not be accomplished through electronic monitoring or taping.
3. Faculty will not have the right of first refusal for Distance Education courses. Administration has the right to select the individual to teach any Distance Education course.

Q. Holidays. Twelve month unit members shall receive the following paid holidays:

Independence Day	Martin Luther King's Birthday
Labor Day	President's Day
Columbus Day	Good Friday
Thanksgiving Day	Easter Monday
Day after Thanksgiving	Memorial Day
Day before Christmas thru New Year's Day	
2014: Dec. 29, 30 & 31	
2015: Dec 28, 29, 30, 31	
2016: Dec 26,27,28,29,30	

Any holiday that falls on a day other than a normal work day will be observed on a day scheduled by the College.

The College agrees to make space available for a commemoration of Veterans on Veterans' Day or the workday closest to same when Veterans Day falls on a weekend.

R. Safe Conditions

1. Reasonable security and protection shall be maintained to assure employees against physical harm.
2. During the life span of this contract, the mainframe base for a classroom security system will be purchased and installed. The second stage, to be phased in annually, will be the expansion of an intercom system into classrooms and academic areas .
3. Director of Security will meet annually with a designee of the association to discuss security concerns.

## ARTICLE VI - FACULTY BENEFITS

A. Sick Leave

1. A unit member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:
  - i. Ten month Employee - 13 working days' sick leave per year
  - ii. Twelve month Employee - 15 working days' sick leave per year
2. Although sick leave may not be credited during a leave of absence, faculty do not lose accumulated sick leave while on leave of absence.
3. Sick leave is accruable without limit. Unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as severance pay under one of the following circumstances:
  - a) Death of the unit member;

- b) Retirement of the unit member;
  - c) Leaving the institution in good standing after 20 years of service prior to retirement.
4. The severance payment shall not exceed the maximum paid by the County (currently \$15,000). If the County increases its maximum payment, the increase in the College's maximum will take effect in the fiscal year following the County's increase. This payment shall be paid in a lump sum at the effective date of retirement, death or leaving the College in good standing after twenty (20) years of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (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, death or leaving the College in good standing after twenty (20) years of service prior to retirement.
5. Donated Leave Program. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be equivalent to the existing policy established by the County of Cumberland.

#### B. Vacation for Twelve Month Employees

Twelve-month employees shall have twenty working days' vacation per year, in addition to paid holidays listed in Article V. Q. A maximum of twenty (20) days may be carried to the following year.

#### C. 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, domestic partner, siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the unit member. Proof of relationship may be required. In the case of unique personal relationships, a unit member may request a maximum of three days bereavement leave time.

#### D. Personal Days

A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate Academic Dean or supervisor. Personal days are official only after receipt of approval from the supervisor.

The faculty member is completely and professionally responsible for providing coverage or an appropriate assignment for the class.

#### E. Leave of Absence

a. Advanced Study

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any unit member upon application for the purposes of 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.

b. Exchange Teaching

A leave of absence for one year may be granted to any unit member by the Board of Trustees upon the recommendation of the President for the purpose of 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.

c. Maternity Leave

A female unit member may elect to use accumulated sick leave. A unit member, male or female, may elect to use unpaid, job-protected Family Leave under the law. A unit member may also apply for a six (6) month unpaid leave of absence as provided in this contract. These combined leaves shall not exceed one (1) year.

d. Military Leave

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

e. Family Leave

All provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to unit members.

F. Professional Meetings

a. Unit members 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. The Board agrees to budget uniform travel funds for each unit member based on the budgeted positions in the prior year. The distribution of travel funds shall be tied to a professional development plan submitted to and approved by the immediate supervisor.

- c. In the event that several unit members desire to attend the same meeting, any travel allowance shall be prorated 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 appropriate Academic Deans or supervisor two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The supervisor shall notify the unit 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.
- e. When requested by the College to attend professional meetings for other college business, if the unit member uses his or her personal automobile, the travel expense shall be reimbursed at the County rate per mile, plus tolls and parking.

#### G. Sabbatical Leave

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

- a. A unit 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 (i.e. unit member may apply in the seventh year), with the specific study or research purpose clearly stated in the application submitted to the Professional Development Council.
- 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 leave and half salary for a full contract year leave.
- d. Failure to follow the approved plan for a sabbatical leave shall result in the unit member repaying the College for the salary and benefits received during the time of the leave.

#### H. Private Employment Leave

A unit member may apply for a one year leave without pay for the purpose of employment in the private or public sector, in a position that is related to his subject specialties and that will benefit the College. Such leave will be contingent upon the hiring of a suitable replacement for the unit member. Arrangements for the above leave must be agreed to at least six months before the beginning of said leave.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect.

The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

I. Other Leave

A unit member may apply for up to a six month leave, without pay, for personal reasons. Applications for personal leave shall be made to the President and granted by the Board of Trustees.

Unit members who are teaching faculty shall schedule such leave with the academic semesters. Applications for personal leave shall state the reason(s) for that leave. Denial of a request for personal leave shall not be a grievable subject through the Grievance Procedure of this Agreement.

If the unit member desires to remain covered by the benefit insurance programs, the unit member, or the employing agency, will reimburse the College for the unit member's fringe benefits while the leave is in effect. The reimbursement for the benefits may be accomplished by a payroll deduction plan prior to the beginning of the leave.

- J. While on sabbatical or an unpaid leave from the institution, the unit member is not entitled to accumulate sick leave or annual leave nor can time be charged against the unit member's accumulated sick leave or annual leave.

K. Insurance Programs

1.a. Health Benefits

The Board shall provide for the unit member and eligible dependents the current New Jersey State Health Benefits Program or a plan at least equivalent to the New Jersey State Health Benefits Program, at no cost to the member other than contributions required by state law. Therefore, the current employee contribution per year for coverage shall be a minimum 1.5% of annual salary, or the Chapter 78 Year 4 rates (based on coverage selected and income), effective July 1, 2014, whichever is greater per individual. The contribution rate will hold for the entire contract period.

Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the current New Jersey State Health Benefits Program.

b. Dental Benefits (\$25 deductible)

Dental Benefits (\$25 deductible). The Board shall provide to the Association member and eligible dependents, a three level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan at least equivalent to the aforementioned plan. Association members shall be free to join any level during the open enrollment period each year. The amount of contribution by the Board shall not exceed the cost of the base plan.



Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the aforementioned plan.

c. Optical Benefits

The Board shall provide for the Association member and dependents, an optical program including eye examinations, eyeglasses, sunglasses and/or contact lenses prescribed by a licensed practitioner at a cost not to exceed \$350 per year per member. If the balance is not used at the end of the fiscal year, the amount may be carried for one (1) year for a total not to exceed \$700.

d. Disability Benefits

At no cost to the unit member, the Board shall provide for the unit member a group income protection plan at a cost not to exceed \$160 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.

e. Prescription Benefits

The Board shall provide to the unit member and eligible dependents a program of prescription reimbursement defined by the New Jersey State Health Benefits Program or a plan at least equivalent to the current New Jersey State Health Benefits Program.

f. Any dispute arising from a change in any plan described herein shall be subject to the grievance procedure. If arbitration is required, same shall not be advisory, but be binding upon the parties.

g. College will provide benefits to the unit member at least equivalent to those provided to members of all other Associations.

L. Health Services

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

M. Tuition Remission

Tuition (excluding fees) shall be waived for the unit member, their spouse and dependent children (living in the household) who are accepted for enrollment at the College, provided that the minimum enrollment of the course has been met and no extension or expansion of the course, program or facilities is required. To continue to receive benefits under this provision, a minimum grade point average of "C" must be maintained.

This does not apply to Summer Academy For Kids, Continuing Education Units (CEUs) and courses offered by Professional and Community Education. Only employees may enroll in these courses if job-related and pre-approved by the appropriate Vice President.

In the event of the death of the unit member, the surviving spouse and dependent, unmarried children up to the age of 23 shall continue to receive the tuition remission benefit for a period of eight (8) years following the death. This benefit terminates upon remarriage of the spouse.

N. Mini-Grant Fund

Subject to the availability of funds as determined by the College, there shall be established an annual Mini-Grant Fund for three thousand dollars (\$3,000) to fund the development of specific innovative projects throughout the year. The maximum grant to a faculty member for a single project shall be one thousand dollars (\$1,000). The processing of grant proposals shall be done by the Professional Development Council. Recommendations shall be made by the Professional Development Council with the advice and consent of the Board of Trustees. Approval by the Board is final.

If the total sum allotted for mini-grants is not expended by January 1<sup>st</sup> of any academic year, the balance of the mini-grants shall be added to the category of "other study" funds distributed by the Professional Development Council.

Faculty can also apply for funding from the Strategy Plan Funds for any project that advances the Strategic Directions and goals of the Strategic Plan in effect during this contract.

**ARTICLE VII - SALARY PLACEMENT AND PROMOTION**

A. Salary Schedule

The salary schedule for the 2014-2017 Academic years shall be as follows:

<u>RANK</u>	<u>M i n i m u m s</u>			<u>2015-16</u>	<u>2016-17</u>
	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>MAXIMUM</u>	<u>MAXIMUM</u>
8 Assistant Professor II/	\$48,201	\$48,201	\$49,165	\$88,793	\$90,569
9 Assistant Professor I	\$51,618	\$51,618	\$52,650	\$95,615	\$97,527
10 Associate Professor	\$54,910	\$54,910	\$56,008	\$104,796	\$106,892
11 Professor	\$58,771	\$58,771	\$59,946	\$109,936	\$112,135

8 Counselor/Librarian	\$53,305	\$53,305	\$54,371	\$88,793	\$90,569
9 Counselor I/Librarian I	\$57,245	\$57,245	\$58,390	\$95,615	\$97,527
10 Sr. Counselor/Sr. Librarian	\$60,991	\$60,991	\$62,211	\$104,796	\$106,892
11 Sr. Counselor I/Sr. Librarian I	\$63,491	\$63,491	\$64,711	\$109,936	\$112,135

A list of all negotiable salaries signed by the parties hereto will be filed with the President and Secretary of the Faculty Association. Salary for ten month employees will be paid from September 1 to June 30. The Administration will provide a program that allows ten month employees to receive payment over a twelve month period.

#### B Salary Increases

There will be a 2% salary increase in 2014-2015.

There will be a 0% salary increase in 2015-2016.

There will be a 2% salary increase in 2016-2017.

1. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President, N.J.S.A. 18:29-14.
2. 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.
3. 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.
4. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.
5. Employees who have not been employed at the College for a full ten or twelve months prior to a scheduled salary increase will receive a prorated increase based on the number of months of service. The following schedules will be utilized to determine the amount of their prorated increase in base salary:

C.

10 Mo. Contracts <u>Date of Hire</u>	% of* <u>Annual Increase</u>	12 Mo. Contracts <u>Date of Hire</u>	% of* <u>Annual Increase</u>
September	100%	July or September**	100%
October	90%	August or October	91.67%
November	80%	September or November	83.34%
December	70%	October or December	75.00%
January	60%	November or January	66.67%
February	50%	December or February	58.34%
March	40%	January or March	50.00%
April	30%	February or April	41.70%
May	20%	March or May	33.34%
June	10%	April or June	25.00%
		May or July	16.67%
		June or August	8.34%

\* The prorated increase will be calculated as follows: Annual contractual salary times the contractual percentage increase, multiplied by the above-listed percentage, equals the increase for the unit member's second contract which will be added to the unit member's initial contractual salary.

\*\*May be hired on a July 1 to June 30 contract or a September 1 to August 31 contract.

A Salary Equity Study shall be the subject of a separate Memorandum of Agreement which shall be executed by the faculty and the administration.

D. Promotion

1. General

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.

## 2. Stipend

The College shall pay a two thousand five hundred dollar \$2,500 increase in salary to unit members who are awarded a promotion by the Board of Trustees.

## 3. Application Procedure

The initial responsibility for applying for advancement in rank rests with the individual who is applying for promotion. Applications for advancement in rank must be accompanied by documentation that the applicant meets the requirements of the next rank and that the applicant fulfills the criteria for promotion.

Applications for promotion shall be submitted to the President's Office by March 1<sup>st</sup> of any year in which promotions will be granted for the following contract year. If there are no promotions to be given for a particular year, no applications will be accepted. The President will notify Association members by February 1<sup>st</sup> if no promotions are available for the following contract year.

Recommendations will be taken to the Board of Trustees at the regular May meeting. Notification to all applicants, approved or not approved, will be postmarked within five business days following the regular May Board of Trustees meeting. In the case of a denied promotion, the applicant will receive a letter stating why the application was not approved and offering suggestions for improving the application.

However, the Board of Trustees will budget a minimum of two promotions for each academic year during this contract.

## **ARTICLE VIII- PROFESSIONAL DEVELOPMENT**

### A. Tuition Reimbursement

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

1. Prior to enrollment in the course, unit members will obtain approval of the President. The President will approve only that which is consistent with the position responsibilities of the unit member.
2. Upon successful completion of the approved professional development, with credit or a mark of a "B" where letter grades are assigned or other evidence of successful completion, official

evidence will be transmitted to the Office of the President of the College. Upon receipt of the official evidence, the President will authorize reimbursement for the professional development at the actual cost or up to the maximum annual limit as listed below, whichever is less:

2014-2015	2015-2016	2016-2017
\$5,000	\$5,000	\$5,000

The lifetime maximum payable under the above reimbursement shall be 30 credits for a second master's degree or 350 hours of instruction for specialty certifications, and 75 credits for a doctorate degree. Any credit hours for which the unit member was reimbursed prior to July 1, 2014 shall not be included in determining the maximum payable under the above reimbursement.

3. Unit members may receive additional reimbursement as an advance of up to \$15,000, subject to 1 and 2 above. Future year's annual limit can be applied to this advance or taken as reimbursement subject to 1 and 2 above. If employment is terminated for any reason and a unit member has an outstanding advance balance, such balance becomes immediately payable to the College. At no time can the total advanced amount to any member exceed \$15,000.
4. Reimbursement will be provided within thirty (30) days of submitting required documentation.

B. Compensation for Educational Attainment

Compensation will be provided for unit members who earn a related and approved degree above the minimum required for their position during their employment at Cumberland County College.

- 1a. \$2,000 for a second master's degree.  
Or
- 1b. \$2,000 for a combination of documented specialty certifications, related continuing education and/or coursework that totals 350 hours for achieving and/or maintaining the certification.
2. \$3,000 for an earned doctorate.
3. Such amounts will be added to the base salary, after any percentage changes, to the next contract year following submission of documentation.

C. Other Study

Upon application to the President, the Board may approve an honorarium of up to \$900 per unit member for additional studies. The application shall contain the purpose of the studies, the relationship of the proposal to the individual's Professional Development Plan and a timetable for performing the activities.

During the time of this contract the Board shall allocate a total of \$18,000 to fund Other Study awards.

## ARTICLE IX - UNIT MEMBER EVALUATION PROCEDURE

### A. New Employees

#### 1. Faculty/Instructional

All newly hired faculty or instructional personnel covered by this agreement shall have an evaluation period of one full semester (fall or spring), commencing on the first day of employment, to determine whether the duties of his or her position are being satisfactorily performed.

During the evaluation period, a minimum of two (2) evaluations shall be conducted of the employee by the designated supervisor. If necessary, the designated supervisor may choose to extend the evaluation period up to one additional full semester (Fall or Spring) if performance expectations have not been met, but a positive improvement action plan must be in progress. If the evaluation period is successfully completed, all time is credited toward seniority and longevity purposes.

#### 2. Librarians or Counselors

All newly hired personnel covered by this agreement shall have an evaluation period of six months, commencing on the first day of employment, to determine whether the duties of his or her position are being satisfactorily performed.

During the evaluation period, a minimum of two (2) evaluations shall be conducted of the employee by the designated supervisor. If necessary, the designated supervisor may choose to extend the evaluation period up to 6 additional months if performance expectations have not been met, but a positive improvement action plan must be in progress. If the evaluation period is successfully completed, all time is credited toward seniority and longevity purposes.

An employee may be terminated for unsatisfactory performance at the end of the new employee evaluation period.

### B. Evaluation Procedure for Faculty and Tenure Track Librarians

Evaluations consist of five different evaluation elements:

1. Self-assessment based on same criteria used for promotion:
  - a. Education
  - b. Professional development
  - c. Contribution to the college
  - d. Contribution to community
  - e. Teaching effectiveness

2. Student Opinion of Instruction

Student Opinion of Instruction forms will be distributed to students during the academic year. Only those courses and sections pre-selected will be used in the evaluation procedure.

At least five courses each year (from both spring and fall semesters)

- a. Three selected by Academic Dean
- b. Two selected by faculty member
- c. Faculty member or Academic Dean may request additional evaluations
- d. Courses to be evaluated during the fall semester must be selected by September 30<sup>th</sup>; courses to be evaluated during the spring semester must be selected by February 28<sup>th</sup>.

3. Evaluation by Academic Dean

This evaluation will include:

- a. Classroom Evaluation – course selected by the division chair at a mutually agreed upon time.
- b. A written summary evaluation.

4. Peer classroom evaluation

Two courses by tenured peers within the division at a mutually agreed upon time.

5. Faculty Evaluation Committee

A committee of five tenured faculty members will review the annual evaluations and write an evaluation for the employee file by January 31 of a faculty member's third and fifth year of employment. (This will require that the faculty members meet during this period when they may not be required to be on campus.)

Non-tenured:

Annual evaluation requiring elements 1, 2, 3, and 4.

During the third and fifth year of service, element 5 is also required.

Timetable:

- Self-assessment within three weeks of end of the fall semester; within two weeks of the end of the spring semester
- Written evaluation by chair within six weeks of the end of the fall semester; within five weeks of the end of the spring semester
- Evaluation by chair must be submitted to faculty member at the same time it is presented to VP
- Faculty member should respond to the Academic Dean within two weeks submitting additional material supplementing the evaluation.
- During third and fifth year the Faculty Evaluation Committee will review the annual evaluations and write an evaluation for the employee file by January 31



Tenured:

Annual evaluation requiring elements 1, 2, and 3b.

The Academic Dean may request elements 4 and 5. If the faculty member feels that the division chair request is unwarranted, they may appeal to the Academic VP for a hearing.

Faculty members seeking promotion may request elements 4 and 5.

Timetable (non-promotion):

- Self-assessment within two weeks of the end of the spring semester
- Written evaluation by chair within five weeks of the end of the spring semester
- Evaluation by chair must be submitted to faculty member at the same time it is presented to VP
- Faculty member should respond to the Academic Dean within two weeks submitting additional material supplementing the evaluation.

Timetable (promotion):

- Self-assessment within three weeks of end of the fall semester
- Written evaluation by chair within six weeks of the end of the fall semester
- Evaluation by chair must be submitted to faculty member at the same time it is presented to VP
- Faculty member should respond to the Academic Dean within two weeks submitting additional material supplementing the evaluation.

### C. Counselor Evaluations

1. Procedures
  - a. Counselors will be evaluated based on annual objectives developed by the supervisor and counselor.
2. Method of Evaluation
  - a. Student evaluation - initially first three years, then every third year.
  - b. Self-evaluation - each year.
  - c. Supervisor evaluation - each year (first year will include quarterly informal reviews).
3. Type
  - a. Objective format - objectives with measurable activities/outcomes.
4. Timetable - Evaluations will be completed in June of each year.
  - a. Student evaluations - identified and sent in April.
  - b. Self-evaluations - submitted by counselor in May.

- c. Supervisor evaluation - completed and reviewed with counselor in June including the objectives for the next year.
- d. Objectives for each year may be reviewed for adjustment (changes, additions and/or deletions) in February.

5. Unsatisfactory Evaluation Procedures

- a. Develop objectives to address concerns and improve performance in July. Will include counselor, peer, supervisor and Vice President.
- b. Review progress in October with counselor, peer, supervisor and Vice President.
- c. Assessment of progress and status of objectives in December including self, supervisor, student and peer evaluations in December.

D. Evaluations – Librarians without Academic Rank

1. Procedures:

Librarians without Academic Rank will be evaluated based on annual objectives developed through a collaborative effort between the Head Librarian and the Librarian. Objectives will reflect the following areas: professional responsibilities, professional growth, personal growth, and service to the college community.

2. Methods:

- a. Self-Evaluation - A self-evaluation will be completed by the Librarian indicating the Librarian's assessment of his/her performance to annual objectives. This document should identify any personal and professional development goals.
- b. Head Librarian Evaluation– The Head Librarian will complete an assessment of the Librarian's performance to annual objectives. This document should identify areas of strength and opportunities for improvement or development.  
Librarians receiving a less than satisfactory annual evaluation will meet with the Head Librarian to develop a 90 day professional/personal development plan. This plan will be a collaborative effort between the Librarian and Head Librarian detailing the issues and action steps needed to correct performance. The Librarian may request the presence of a peer and/or association representative at this meeting. The Librarian and Head Librarian will meet every 30 days to determine status in meeting the plan. After a period of 90 days, a review will be conducted to determine if the identified performance issues have improved.

The Librarian may request the presence of a peer and/or association representative at this meeting. If performance has improved, it will be documented by the Head Librarian. At this time, the Head Librarian and Librarian will develop objectives for the remainder of the academic year.

If the Head Librarian does not agree that improvement has been made, a meeting will be arranged within the next 30 days between the Librarian, the Head Librarian, the Vice President of AAES, and Human Resources. The Librarian may request the presence of

a peer and/or association representative. The meeting participants will develop objectives and strategies to address areas of concern and monthly progress will be monitored. At the end of 90 days, a meeting review will be conducted to determine if progress has been made.

3. Timetable:

Self-evaluation – submitted by Librarian in May

Supervisor evaluation – completed and reviewed with Librarian in early June, including establishing objective for the coming academic year.

During a promotion year, the Librarian and the Head Librarian should have their evaluations completed by early March.

### **ARTICLE X - 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 XI- CONTRACTS**

Reappointment letters will be given in writing and postmarked within 5 business days following the March Board of Trustees meeting. Non-reappointment letters will be given in writing and postmarked within 5 business days following the February Board of Trustees meeting for all unit members.

This does not include notice to grant-funded individuals. All grant-funded individuals are employed by the terms and conditions specified in their individual contracts established in conjunction with the College and funding agency.

Said contracts are to be signed and returned to the President's Office no later than April 15th.

### **ARTICLE XII - 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 may be processed through the grievance procedure in 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 intersession. Excluded are official College holidays, vacation days and weekends.
8. Grievant: Person filing complaint or grievance.
9. College Representative: The College shall select an appropriate representative who shall chair the grievance meeting. This representative shall not be the person whom the grieved unit member has charged with an alleged violation.

## 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/her pursuant to the tenure Employees Hearing Act (N.J.S.A. 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.
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 Vice President. This appeal shall be in writing.

E. Procedures - Formal - Step II – Vice President

1. Upon the receipt of the grievance appeal, the Vice President shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
  - a. Person filing the grievance (grievant);
  - b. Association representative;
  - c. Immediate supervisor;
  - d. College representatives.
3. After the close of the hearing, the Vice President 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 five (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 within fifteen (15) working days after a decision by the President. The arbitrator shall be selected by the New Jersey Public Employment Relations Commission in accordance with its Rules and Procedures. 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 arbitrator. The costs of the arbitrator shall be borne equally by the Association and 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.
1. 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.
2. 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 procedures shall be considered as maximum and 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 the 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.
  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 or 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 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 provisions 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 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.

E. NOTICE

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

- a. in the case of a faculty unit member, if sent by mail to his last reported residential address registered in the Business Office;
- b. in the case of the Board, if sent by certified mail to Board of Trustees, Cumberland County College, P.O. Box 1500, Vineland, New Jersey 08362-1500; and,
- c. in all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.

Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.


**ARTICLE XIV- DURATION OF AGREEMENT**

This Agreement shall become effective on the 1st day of July 2014, and shall continue in effect until the 30th day of June, 2017.

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 CUMBERLAND COUNTY COLLEGE by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be place thereon.

CUMBERLAND COUNTY COLLEGE

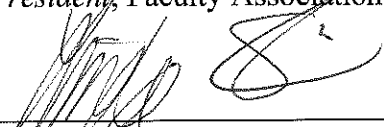
  
Chair, Board of Trustees

  
Secretary, Board of Trustees

4-16-15  
Date

FACULTY ASSOCIATION OF  
CUMBERLAND COUNTY COLLEGE

  
President, Faculty Association

  
Secretary, Faculty Association

4-16-15  
Date