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A G R E E M E N T

Between

CUMBERLAND COUNTY COLLEGE FACULTY ASSOCIATION

and

BOARD OF TRUSTEES OF THE CUMBERLAND COUNTY COLLEGE

70-71

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ARTICLE I
RECOGNITION

The Board hereby recognizes the Cumberland County College Faculty Association as the exclusive negotiating representative as defined in Public Law 303, for all full-time professional personnel presently employed or hereafter employed by the Board during the term of this contract, including instructors, counselors, coordinators, degree librarians, Director of Admissions and Assistants to the Dean. This shall exclude the President, the Business Manager, Deans and Assistant Deans, as well as Administrative Assistants and the Director of Public Information, Managerial Executives and supervisors as defined in the act.

The terms faculty and/or instructor(s) as herein used shall apply to all academic ranks and shall refer to all professional employees represented by the Association and not herein excluded.

In the event any faculty member in the excluded category is assigned secondary duties which may be in the included category they shall, however, remain excluded from the negotiating unit.

The question of the inclusion of the Department Chairmen in the negotiating unit has been mutually agreed to be submitted to PERC. The Board of Trustees maintains the position that Department Chairmen are excluded from the negotiating unit. Terms and conditions of employment of Department Chairmen are reserved from this contract pending final determination of the issue.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968. in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment at Cumberland County College. Such negotiations shall begin no later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all faculties, be reduced to writing, be signed by the Representatives of the Board, and the Association, and be adopted by the Board and by the Association.
- B. During negotiations, the Board and the Association shall prevent relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association upon request a list of the names, professorial ranks, positions or titles, salaries and years of service of every person covered by this Agreement, both tenure and non-tenure. Tenure personnel shall be permitted to inspect, copy from, or reproduce their individual personnel records and reply thereto-- but not other members of the association.
- As soon as the college budget is presented to the Board of School Estimate, a copy of this budget will be forwarded to the president of the Faculty Association.
- C. 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 power to make proposals,

negotiations.

- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees 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 so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any full-time faculty benefit existing prior to its effective date.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. Either party will have the right to caucus at any time. The maximum length of time for a caucus shall be 15 minutes unless a longer time is granted by mutual agreement.
- G. When an agreement has been reached on a particular article or sub-article, the chairman of each party will initial the article to indicate agreement has been reached between the respective negotiating parties.
- H. When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for the services of a mediator in accordance with Chapter 12 of Rules and Regulations and Statement of Procedures of the N.J. Public Employment Relations Commission.

- I. All meetings of the negotiating parties will be held in the Board Room of the Administration Building of Cumberland County College. Provisions will be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.
- J. Each negotiating session shall be held between the hours of 7:30 p.m. and 10 p.m. with extension by mutual agreement. There shall be one session per week unless otherwise agreed.
- K. By the second negotiating session each party shall submit to the other a list of the names of those persons comprising its respective negotiating party. Any and all information pertaining to negotiations may be disseminated only among those persons whose names appear on the above-mentioned list.

During the course of negotiations nothing herein contained shall limit the right of the Board of Trustees and its committees to be consulted as to areas deemed by the Board's negotiators as necessary for a prompt and efficient resolution of issues, nor of the right of the Board's negotiating committee to consult with the managerial personnel in their particular areas of assignment.

- L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the college pursuant to their rights under the Constitution and laws of the State of New Jersey.

ARTICLE 10

ASSOCIATION AND INSTRUCTORS' RIGHTS

- A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New Jersey, the Board hereby agrees that all full-time, non-supervisory faculty members (as herein defined) shall have and shall be protected in the exercise of, the right, freely and without penalty or reprisal, to form, join, and assist the Faculty Association herein recognized or to refrain from such activity. Pursuant to such right the Faculty Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any instructor rights he may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association--Faculty members hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Members of the Association shall have the right to attend meetings of the Association, except that classes or other regularly scheduled assigned 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. Use of college facilities shall be in accordance with established Board policies.

- D. The Association shall have the right to post notices of its activities and matters of Association concern on faculty bulletin boards in the faculty lounge and in the faculty office complexes. The Association may use the college mail service and faculty mail boxes for its approved communications to all faculty members.
- E. The Association shall have the right to use, with permission, college facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. Payment shall be made for any expendable supplies used for Association purposes and the Association shall be liable for damage to any equipment used for said purposes.
- F. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such faculty member.
- G. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- H. An Association representative may have his appearance noted on the agenda of any regular Board meeting if notice of intent is filed with the President ten days prior to the date of the meeting.
- I. There shall exist a committee known as the Orientation and Registration Committee. The President of the College shall designate three (3) members and the Faculty Association shall designate three (3) members of this

the Faculty Orientation and Registration procedures for each academic year. The President shall make the final decision regarding the Faculty Orientation and Registration procedures. The tentative schedule adopted by the President is to be published on or before June 30 of each calendar year.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

A. Basic Load:

In one semester the teaching load shall be 16 credit hours or 20 contact hours; however, during the academic year, the teaching load shall not exceed 30 credit hours or 36 contact hours.

Department chairmen will make effective recommendations to the Dean of Instruction and the President, concerning class size. Final decision as to class size shall rest with the president of the college.

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

B. Supplemental Teaching

1. Consistent with the needs of the Cumberland County College and giving consideration to the basic load deemed appropriate for effective teaching, full-time faculty will ordinarily be given due and proper consideration for such assignments. The policy of the Cumberland County College is that adjunct faculty will not be used in a manner so as to replace the need for full-time faculty. Final decision as to the adjunct faculty shall rest with the president and the Board of Trustees.
2. Payment for Teaching overload shall be made on the basis of \$250 per credit hour.
3. Full-time teaching faculty shall be given first priority to all summer positions, i.e., two courses.

4. Payment for teaching in the summer session shall be made on the basis of \$250.00 per credit hour, each class offering being subject to a specified minimum enrollment.

C. Course Assignment

1. Course assignments shall essentially be determined at the departmental level, subject to the review and approval by the Dean of Instruction. The Dean of Instruction will confer with the department chairman and the instructor involved when circumstances require an unusual amount of class preparation.
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. Each instructor shall be given his tentative teaching schedule for the fall term no later than June 1, and for the spring term, no later than December 1.

D. Office Hours.

Faculty members shall maintain at least one hour per day or additional hours as may be required for consultation with students. Such hours shall be in addition to the faculty member's regularly scheduled classes. Consistent with the needs of the college, faculty members shall not ordinarily be required to maintain a consultation schedule on a day on which the faculty member has no scheduled classes.

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

In no event shall a faculty member maintain less than five hours per week for consultation with students.

E. College Functions

The faculty is encouraged to attend college-sponsored affairs; the faculty would be required to attend only those specifically indicated as mandatory, and then only after proper notification.

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

G. College Day

Insofar as possible, the assignment of the instructor shall span no more than 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 1 1/2 hours between the end of the last class of the day and the beginning of the first class of the next day. Exceptions may be made with the prior consent of the instructor.

H. Faculty Office Space

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

I. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and reserved.

J. Faculty members shall be available to serve on the various college committees. Appointments to such committees shall be made by the college president. Recommendations for such appointments may be made at the departmental level and by the faculty association.

ARTICLE V

FACULTY BENEFITS

A. Sick Leave

1. A regular employee who is absent from duty because of personal illness is allowed sick leave each year without deduction in pay on the following basis:
/ Ten-month employees--10 working days sick leave per year
/ Twelve-month employees--12 working days sick leave per year
2. Concurrently with the beginning date of the fall term, a statement designating the number of accumulated days to which a faculty member is entitled, the number he has consumed, and the number remaining in his account will be available in the office of a staff member designated by the president of the college for the information of any interested faculty member.
3. Although sick leave allowance is accruable without limit, it is not payable upon leaving college employment.
4. Although sick leave may not be credited during a leave-of-absence, an employee does not lose accumulated sick leave while on a leave-of-absence.

B. Bereavement

1. 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, wife, husband, siblings, grandparents, parent-in-law, grandchildren and members of the family living in the same household with the employee.

C. Personal Leave

1. Personal leave with prior approval of the President may be granted for a maximum of three days in any one year for the following reasons:

- a. personal court appearance
- b. marriage of employee
- c. personal business which cannot be handled outside scheduled hours.
- d. religious holidays
- e. any other emergency at urgent reason which is not included in a to d above, if approved by the President.

Procedure for requesting personal leave:

- a. A formal request shall be written to the President. This request shall include the following data.
 1. The specific reason for the requested leave
 2. The date of the absence.
- b. This request shall be submitted to the Department Chairman to be forwarded to the President no later than two weeks prior to the anticipated absence. Only in emergencies may this limitation be waived. Such a waiver necessitates approval of the Department Chairman and immediate submission of the letter to the President.
- c. All personal leaves are official only after receipt of the President's or his designee's approval.

D. Leaves of Absence

1. Advanced Study

Upon the recommendation of the president of the college leave of absence without pay may be granted for one year by the Board of Trustees to any faculty member upon application for the purposes of advanced studies if, in the opinion of the president and the board, such studies shall benefit the college as well as the individual. Upon application, such leave may be extended beyond the one-year limit. Upon return from leave, the faculty member may be placed at a position commensurate with his new experience.

2. Exchange Teaching

A leave of absence for one year may be granted to any faculty member by the Board of Trustees upon the recommendation of the president for the purpose of participating 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 will be properly qualified for the duties he is to perform. Upon return from leave, the faculty member may be placed at a position commensurate with his new experience.

3. Maternity Leave

Unpaid maternity leave for a minimum of eight months and a maximum of twelve months may be granted by the Board upon the recommendation of the president and at the request of the faculty member. The leave shall commence at least four months prior to the expected date of childbirth and will extend for a period of at least four months after delivery. A doctor's certificate is required indicating ability to return.

4. Military Leave

A military leave of absence without pay is granted to a full-time faculty member if he enlists, is drafted or is ordered to active duty in the armed forces of the United States. All provisions of the State and Federal Leave detailing military training in the armed forces of the United States will apply.

5. Professional Improvement

- a. Faculty members are encouraged to attend appropriate and worthwhile professional meetings.
- b. To the extent possible, the College will assist in payment of expenses of attendance at professional meetings.
- c. In the event several faculty members desire to attend the same meeting, any travel allowance will 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 must be submitted to the Dean of Instruction two weeks prior to the date planned for departure to the meeting. The request should contain an estimate of the cost of attendance. Attendance is not approved unless a written authorization has been received from the Dean. Expenses will not be paid in any case where attendance has been without prior approval.

6. Sabbatical Leave

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

a. The faculty member must have completed seven (7) years continual service to the college, since beginning service or since his last sabbatical leave.

b. The leave must be applied for at least one year in advance, where possible, with the specific study or research purpose clearly stated in the application.

(1) Applications shall be submitted to a committee consisting of three (3) members appointed by the association and three members appointed by the president

(2) After careful consideration of all applications, the committee shall recommend candidates for leave to the president, who may accept or reject any or all recommendations.

- c. Sabbatical leaves may be one semester or two semesters in duration. Full salary will be paid for a one-semester leave, and half salary for a two-semester leave.
- d. The faculty member is to assist in locating a fully-qualified replacement. All replacements must have the approval and recommendation of the department chairman and the appropriate Dean.

D. Insurance Programs

At no cost to the faculty member, the Board shall provide for him and his eligible dependents the health insurance benefits of the following plans:

1. Blue Cross Hospitalization
2. Blue Shield Medical and Surgical
3. Rider J, and
4. Major Medical for employee only

E. Health Services

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

ARTICLE VI

SALARIES

A. The Cumberland County College Salary Schedule - 1970-71

<u>Rank</u>	<u>Minimum</u>
Instructor (Ass't. Prof. III)	\$ 8,469
Assistant Professor (Ass't. Prof. I)	10,057
Associate Professor	12,531
Professor	14,995

1. The increment for the 1970-71 academic year shall be \$1,100.00. All increments are awarded by the Board of Trustees upon the recommendation of the President. NJSA: 18A:29-14 Professional employees covered by this contract, whose contracts are for twelve months, shall receive the increment plus ten per cent of the increment.
2. Faculty members may be employed at a salary higher than the minimum salary for a rank if qualifications are unusual. Such appointments 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 at or below the level of the noted qualifications.
4. 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.

The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

B. Academic Ranks:

Guide Lines for Eligibility

Assistant Professor II:

Academic: Master's Degree or equivalent in special fields

Experience: None

Assistant Professor I:

Academic: Master's Degree plus 24 graduate credits

Experience: 4 years teaching experience or the equivalent

Associate Professor:

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

Experience: 6 years teaching experience or the equivalent.

Professor:

Academic: Doctorate or equivalent

Experience: 9 years teaching experience

C. Professional Standards Committee

1. A Professional Standards Committee shall review faculty qualifications for promotion in academic rank, tenure and retentions, and recommend qualified and worthy faculty to the president of the college. This committee shall be composed of the following: Dean of Instruction and Dean of Student Personnel Services; and five faculty members selected from the full-time faculty for a term of one year and representative proportionately of the academic departments who are duly nominated and elected by written ballot at a faculty meeting convened by the president of the college in October of each year. No one may be elected to serve on this committee for more than two successive years. The president of the college shall be an ex-officio member of this committee.
2. To be considered by this committee for academic promotion, a faculty member must apply in writing on an approved form drawn up by this committee. The personal qualities to be considered in evaluating members of the faculty for promotion are:
 - a. Teaching effectiveness
 - b. Professional development
 - c. Student counseling and guidance
 - d. Contributions to campus life
 - e. Scholarly achievement
 - f. Mastery of subject matter

3. This committee shall review the members of the faculty to be considered for tenure and retention. After reviewing the qualifications of each faculty member, the committee shall submit written recommendations to the President. The President shall consider these recommendations along with those of the Department Chairman.
4. Final decision on recommendations to the Board of Trustees for promotion, tenure, and retention shall rest with the President of the College. Necessarily, because Board action is required, final decision on promotions, tenure and retention must rest with the Board of Trustees.

D. A committee representing the Board of Trustees, the Administration, and the faculty will develop a plan for evaluating the performance and contributions to the college of each faculty member to determine the increment in pay for each individual.

ARTICLE VII
CONTRACTS AND DISMISSAL

Annual contracts stipulating academic rank, salary, and salary schedule shall be issued not later than March 15th. When the Board of Trustees does not intend to reappoint a faculty member, notice of non-reappointment shall be given in writing not later than March 15th of the first academic year of service and not later than February 1st of the second year, and January 15th of the third academic year of service.

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

GRIEVANCE PROCEDURE

A. For the purpose of this Agreement the term "Grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit, concerning the meaning and application and the alleged variations of the express written provisions of this Agreement

B. For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "Grievant".

C. Informal Procedure

In the event that a grievance shall exist the Grievant shall informally discuss the grievance with the Department Chairman or the appropriate administrator.

D. Formal Procedure

If, as a result of the informal discussion with the Department Chairman or administrator, the grievance is unresolved the Grievant may invoke the formal grievance procedure by submitting a grievance, no later than five working days after the conclusion of the informal discussion, in the following manner:

Step 1 - The grievance shall be submitted by the Grievant in writing to the appropriate dean on a form prepared by the Board. Copies of this completed form shall be provided to the Grievant and to the Association. The employee and the Association will meet with the appropriate Dean and the involved Department Chairman or

tor for the purpose of resolving the grievance. The appropriate Dean shall give the answer in writing with respect to the grievance within five working days after receipt of the written grievance.

Step 2 - If the grievance is not satisfactorily settled in Step 1, within five working days after receipt of the answer in Step 1, the Grievant shall file two copies of the written grievance with the President of the College or a representative designated by him. Within seven working days from the date of filing, the President or his designee shall meet with the Grievant, the involved Department Chairman or administrator, the appropriate Dean, and a representative of the Association in an effort to resolve the grievance. The President or his designee shall state his disposition of the grievance in writing within seven working days of said meeting.

In the event that the grievant is unsatisfied or desires to appeal the decision of the President of the College, he may within five days of the receipt of the decision from the President of the College file an Appeal with the Board of Trustees of the College. Said Appeal is to be in writing setting forth the grievance and the specific areas of the decision from which the grievant appeals. Upon receipt of the grievance, the Board of Trustees may take action as follows:

(a). grant the grievant hearing before a full Board of Trustees,
(b). appoint a committee of the Board to hear the grievance and file its report and findings with the Board for final action.

(c). appoint a fact finder to hear the matter and file his report with the Board upon which the Board shall take final action.

The Board shall notify the grievant in writing of its decision.

The decision of the Board shall be final and binding.

CUMBERLAND COUNTY COLLEGE FACULTY ASSOCIATION

FORMAL GRIEVANCE PROCEDURE FORM

NAME _____ POSITION _____

DATE _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE: _____

DATE RECEIVED BY DEPARTMENT CHAIRMAN _____

ACTION TAKEN:

DATE RECEIVED BY ASSOCIATION _____

ACTION TAKEN:

DATE RECEIVED BY COLLEGE PRESIDENT _____

ACTION TAKEN:

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

ACTION TAKEN:

FINAL DISPOSITION:

Signature of Grievant _____

Signature of Association President _____

Date _____

ARTICLE IX

THE BOARD OF TRUSTEES' RIGHTS

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

ARTICLE X

NON-ASSIGNMENT OF CONTRACT

This contract cannot be assigned by the Association without the prior expressed written consent of the Board of Trustees.

ARTICLE XIII

MISCELLANEOUS

- A. All texts and other teaching materials shall be selected by the Faculty subject to budgetary consideration and the financial limitations of the students.
- B. 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.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which shall remain in full force and effect.
- D. Except as therein 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.
- E. This Agreement shall be subject to ratification by the members of the Association and by members of the Board of Trustees.