

2-0003

06-00

EMPLOYMENT CONTRACT

BETWEEN

Cumberland County College
BOARD OF TRUSTEES

AND

Cumberland County College
FACULTY ASSOCIATION

OF

CUMBERLAND COUNTY COLLEGE

X July 1, 1985 to June 30, 1988

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ARTICLE II - NEGOTIATION PROCEDURE

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- 2
- 3 A. The parties agree to enter into collective negotiations over a
4 successor Agreement in accordance with Chapter 123, Public Laws
5 of 1974, in a good faith effort to reach Agreement in all matters
6 concerning terms and conditions of employment at Cumberland County
7 College. Such negotiations shall begin not later than October 1
8 of the calendar year preceding the calendar year in which the
9 Agreement expires. Any Agreement so negotiated shall apply to all
10 persons covered in Article I - Recognition, shall be reduced to
11 writing, shall be signed by the representatives of the Board and
12 the Association, and shall be adopted by the Board and the
13 Association.
- 14
- 15 B. During negotiations, the Board and the Association shall present
16 relevant data, exchange points of view, and make proposals and
17 counter-proposals. The Board shall make available to the
18 Association upon request a list of the names, professional ranks,
19 positions or titles, salaries, and years of service of every
20 person covered by this Agreement, both tenured and nontenured, and
21 such other data and information as required by law to be made
22 public.
- 23
- 24 C. As soon as the College budget is presented to the Board of School
25 Estimate, a copy of this budget shall be forwarded to the
26 President of the Faculty Association.
- 27
- 28

- 1 D. Neither party in any negotiations shall have any control over the
2 selection of the negotiating representatives of the other party.
3 The parties mutually pledge that their representatives shall be
4 clothed with all necessary powers to make proposals, consider
5 proposals, and make counter-proposals in the course of
6 negotiation.
7
- 8 E. Except as this Agreement shall hereinafter otherwise provide, all
9 terms and conditions of employment on the effective date of this
10 Agreement to persons covered by this Agreement as established by
11 the rules, regulations, and/or policies of the Board in force on
12 said date, shall continue to be applicable during the term of this
13 Agreement. Unless otherwise provided for in this Agreement,
14 nothing contained herein shall be interpreted and/or applied so
15 as to eliminate, reduce, or otherwise detract from any full-time
16 benefit prior to its effective date.
17
- 18 F. The Board agrees not to negotiate concerning members of the
19 collective bargaining unit as defined in Article I of this
20 Agreement with any other organization for the duration of this
21 Agreement.
22
- 23 G. Either party shall have the right to caucus at any time.
24
- 25 H. When an agreement has been reached on a particular article or sub-
26 article, the chairperson for each party shall initial the article
27 to indicate that agreement has been reached between the parties.
28

- 1 I. When in the view of either party, an impasse has been reached on
2 any issue, that party may appeal to the PERC for services of a
3 mediator in accordance with Chapter 12 of Rules, Regulations, and
4 Statement of Procedures of the New Jersey Public Employment
5 Relations Commission.
6
- 7 J. All meetings of the negotiating parties shall be held in the Board
8 Room of the Administration Building of Cumberland County College.
9 Provisions shall be made to facilitate the negotiating process,
10 i.e., caucusing, typing, duplicating, etc., within said building.
11
- 12 K. Each negotiating session shall be held between the hours of
13 7:30 p.m. and 10:00 p.m., with extensions by mutual agreement.
14 There shall be one session per week unless otherwise agreed.
15
- 16 L. Nothing herein contained shall prevent the Board from negotiating
17 with or entertaining the rights of any person employed by the
18 College pursuant to his or her rights under the Constitution and
19 Laws of the State of New Jersey.
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1 ARTICLE III - INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 2
- 3 A. Pursuant to Public Laws of 1974, Chapter 123 of the State of New
4 Jersey, the Board hereby agrees that all full-time unit members
5 (as herein defined) shall have and shall be protected in the
6 exercise of the right, freely and without penalty or reprisal,
7 to form, join, and assist the Faculty Association herein
8 recognized or to refrain from such activities. Pursuant to such
9 rights, the Faculty Association shall have the right to negotiate
10 with the Board of Trustees with respect to grievances and terms
11 and conditions of employment.
- 12
- 13 B. Nothing contained herein shall be construed to deny or restrict
14 to any Association members rights he may have under the General
15 School Laws of the State of New Jersey or other applicable laws
16 and regulations. The rights granted to the Association members
17 hereunder shall be deemed to be in addition to those provided
18 elsewhere.
- 19
- 20 C. Members of the Association shall have the right to attend meetings
21 of the Association and its respective committees, except that
22 classes or other regularly scheduled responsibilities may not be
23 cancelled by any member in order to attend such meetings. No
24 charge shall be made for the Association's use of College
25 facilities for such meetings.
- 26
- 27 D. The Association shall have the right to post notices of its
28 activities and matters of Association concern on faculty bulletin

boards in the faculty 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 members employed
by the Board may be permitted use of College facilities for
meeting purposes at such time and place as will not interfere
with, delay, or defer any activity or function of the College.

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

1 long distance calls, shall be paid for by the Association. The
2 Association will purchase an autotron for using the copying
3 machine in the Academic Building. A monthly statement will be
4 forwarded to the Association based on the volume of work done
5 during the month.

6
7 F. The Board and Association recognize that all employees of the
8 College, including the Association members, are entitled to full
9 rights of citizenship and rights to engage in all lawful
10 activities, including religious and political activities, but
11 these activities shall in no way interfere with the obligations
12 of the Association members to the Cumberland County College.

13
14 G. The provisions of this Agreement shall be applied in a manner
15 which is not arbitrary, capricious, or discriminatory, and which
16 is without regard to race, creed, religion, color, national
17 origin, age, sex, or marital status.

18
19 H. At any public Board Meeting an Association representative will be
20 recognized and be given the opportunity to address any issue he
21 or she feels pertinent if notice of intent is filed with the
22 President five days prior to the date of the meeting.

23
24 I. The Board and Association adhere to the following principles on
25 Academic Freedom:

26 Academic Freedom is essential to the following purposes
27 and applies to both teaching and research. Freedom in
28 research is fundamental to the advancement of truth.

1 Academic Freedom in its teaching aspect is fundamental
2 for the protection of the rights of the teacher in
3 teaching and of the student in freedom of learning.

4 It carries with it duties correlative with rights:

- 5 1. The teacher is entitled to full freedom in research
6 and in the publication of the results, subject to
7 the adequate performance of his other duties, but
8 research for pecuniary return should be based upon
9 an understanding with the authorities of the
10 institution.
- 11 2. The teacher is entitled to freedom in the class-
12 room in discussing his subject, but he should be
13 careful not to introduce into his teaching
14 controversial matter which has no relation to
15 his subject. Limitations of academic freedom
16 because of religious or other aims of the
17 institution should be clearly stated in writing
18 at the time of the appointment.
- 19 3. The college or university teacher is a citizen,
20 a member of a learned profession, and an officer
21 of an educational institution. When he speaks or
22 writes as a citizen, he should be free from
23 institutional censorship or discipline, but his
24 special position in the community imposes special
25 obligations. As a person of learning and an
26 educational officer, he or she should remember
27 that the public may judge the profession and the
28 College by his or her utterances. Hence, the

1 teacher should show respect for the opinions of
2 others and should make every effort to indicate
3 that he or she is not an institutional
4 spokesperson.

5
6 J. The faculty lounge and conference room shall be made available to
7 the Faculty Association for one hour per week at an hour to be
8 specified.

9
10 K. Announcements of professional position vacancies, new positions,
11 and new titles, together with job descriptions and required
12 qualifications, shall be distributed at least five days prior to
13 publication elsewhere to all professional personnel, including
14 faculty, through interoffice mail during the regular semesters.
15 During intersessions and summer session, notices to all working
16 professionals shall be distributed through interoffice mail.
17 Those who are not working or teaching shall be mailed notices to
18 their homes addresses, which shall be on file in the President's
19 Office. Should it be necessary to announce a position opening or
20 vacancy during a vacation period, notices shall be mailed to all
21 nonworking professional personnel, including faculty. The five
22 days prior to its publication shall be calculated from the date
23 of mailing.

24
25 L. Personnel Files

26 The official personnel file for each unit member shall be main-
27 tained in the President's Office. Unit members shall be
28 permitted to inspect, copy from, or reproduce their individual

1 personnel records. Annual evaluation materials shall be
2 maintained in the division office. Each unit member shall
3 receive a copy of all annual evaluation materials.
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1 shall not deny full-time faculty members the right to teach
2 an overload. Final decision as to the adjunct faculty shall
3 rest with the President and the Board of Trustees. However,
4 the faculty shall be notified of overload opportunities and
5 be given first opportunity to fill these positions. Previous
6 policy sets maximum load at twenty-one (21) contact hours,
7 including overload. The administration reserves the right to
8 make exception either above or below the twenty-one (21) hours
9 in accordance with contract stipulations. The administration
10 shall give an explanation and justifications for its actions.

- 11 2. Payment for teaching an overload shall be made on the basis
12 of \$345.00 per contact hour for the 1985-86 academic year.
13 During the 1986-87 academic year, the overload payment shall
14 be \$360.00 per contact hour. During the 1987-88 academic
15 year, the overload payment shall be \$375.00 per contact hour.
16 Payment for teaching an overload shall be made at the mid-
17 term and at the end of the semester upon receipt of the final
18 grades.
- 19 3. No member of the administration shall be given overload
20 responsibilities until the overload has been offered to unit
21 members.
- 22 4. Full-time teaching faculty shall be given first priority to
23 summer and intersession positions.
- 24 5. Payment for teaching in the summer session shall be made on
25 the basis of \$345.00 per contact hour for the 1985-86 academic
26 year, \$360.00 per contact hour for the 1986-87 academic year,
27 and \$375.00 per contact hour for the 1987-88 academic year.

1 Each class offering is subject to a specified minimum
2 enrollment.

- 3 6. Compensation for program coordinator, as designated by the
4 administration, shall be three (3) contact hours for the
5 academic year.

6
7 C. Course Assignment

- 8 1. Course assignments shall be determined by the Division Chair-
9 person, subject to the review and approval of the Dean of
10 Academic and Student Affairs, with no more than three
11 separate course preparations per semester. The Dean of
12 Academic and Student Affairs shall confer with the Division
13 Chairperson and the instructor involved when circumstances
14 require more than three separate classroom preparations in a
15 single semester. Each unit member shall be given his
16 tentative teaching schedule for the Fall Semester no later
17 than June 1 and for the Spring Semester no later than
18 December 1.
- 19 2. A faculty member is not to be assigned to an area where he
20 has limited formal preparation unless it is agreed to by the
21 faculty member.

22
23 D. Office Hours

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

1 consultation schedule on a day on which the unit member has no
2 scheduled classes.

3
4 In the event that no appointments are scheduled during any
5 consultation period, the unit member may proceed with other work
6 on campus, but shall be available by telephone to return to the
7 faculty complex for consultation.

8
9 E. College Functions

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

14
15 F. Off-Campus Teaching Assignments

16 Unit members may be assigned to off-campus teaching assignments
17 whenever it is deemed necessary by the Board. Unit members
18 will not be unilaterally given assignments at the State
19 Prisons. Assignments at the State Prisons will only be given
20 with the prior, written consent of the unit member.

21
22 G. College Day

23 The college day extends from 8:00 a.m. to 10:00 p.m. on Monday
24 through Friday, and Saturday 8:00 a.m. to 4:00 p.m. Insofar as
25 possible, the assignment of the faculty member shall span no more
26 than eight (8) hours from the beginning of his first class to the
27 end of his last class in the same day. There shall be at least
28 fourteen (14) hours between the end of the last class of the day

1 and the beginning of the first class of the next day. No faculty
2 member will be assigned more than a five (5) day week.

3 Exceptions may be made with prior written consent of the faculty
4 member.

5
6 H. Faculty Office Space

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

9
10 I. Parking

11 The Board shall provide parking facilities for the unit members.
12 academic year. Beginning July 1, 1985, Unit members desiring to
13 park in a gate controlled parking area will be charged a modest
14 fee, not to exceed \$5.00/year for maintenance and depreciation
15 of the control gate.

16
17 J. Vacation for Twelve-Month Employees

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

20
21 K. Librarians shall have the option of working under a twelve month
22 or a ten month contract. If a twelve month contract is selected,
23 the unit member shall have twenty days paid vacation. If a ten
24 month contract is selected the unit member shall have seventeen
25 days paid vacation. Those unit members who select a ten month
26 contract who were formerly employed under a twelve month contract
27 shall have their ten month salary calculated in the following
28 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.

L. A copy of the Institution's Policy and Procedures Manual shall be kept on reserve in the Library when it has been approved by the Board of Trustees. The Manual shall be updated whenever revisions, changes, and/or deletions are made.

M. College Orientation Procedure

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

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

N. Keys to Complex

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

O. Textbooks

1 All specific course texts and other teaching materials shall be
2 selected by the faculty member teaching the course in conjunction
3 with their department chairperson, who shall submit the
4 recommendations to appropriate Dean for approval and in sufficient
5 time for same to be ordered for the ensuing term.

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ARTICLE V - FACULTY BENEFITSA. Sick Leave

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

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

Twelve Month Employee - 15 working days' sick leave per year

2. Concurrently with the beginning date of the Fall Semester, a statement specifying the number of accumulated days to which a faculty member is entitled, the number he has used, and the number remaining in his account shall be sent to the faculty member upon written request.
3. Although sick leave may not be credited during a leave of absence, faculty do not lose accumulated sick leave while on leave of absence.
4. Sick leave allowance is accruable without limit. Faculty who die or enter retirement with any unused, accumulated sick leave shall be entitled to receive 50 percent of the accumulated sick leave as severance pay, said payment not to exceed \$6000.00. This payment shall be paid in a lump sum at the effective date of retirement or death. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of 50 percent of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual

1 contracted compensation received during the last year of
2 employment prior to effective date of retirement or death.

3
4 B. Bereavement

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

10
11 C. Personal Leave

- 12 1. Personal leave with prior approval of the appropriate Dean
13 may be granted for a maximum of five days in any one year for
14 the following reasons:
- 15 a. Personal court appearance;
 - 16 b. Marriage of employee;
 - 17 c. Approved personal business which cannot be handled outside
18 scheduled hours with the reason specified or verbally
19 communicated to the appropriate Dean; and
 - 20 d. Any other emergency or urgent reason which is not included
21 in 'a' to 'c' above when approved by the department
22 chairperson.
- 23 2. Procedure for Requesting Personal Leave:
- 24 a. A formal request shall be written to the appropriate
25 Dean. This request shall include the specific reason
26 for the requested leave and the date of the absence.
 - 27 b. This request shall be submitted to the division chair-
28 person to be forwarded to the Dean as soon as possible,

1 but not later than one week prior to the anticipated
2 absence.

3 c. All personal leaves are official only after receipt of the
4 approval of the appropriate Dean.

5
6 D. Leave of Absence

7 1. Advanced Study

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

16 2. Exchange Teaching

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

27 3. Maternity Leave

1 The college agrees to meet the guidelines established by the
2 Equal Employment Commission with regards to P.L. 95-555,
3 which bans discrimination in employment on the basis of
4 pregnancy, childbirth, or related conditions effective
5 October 31, 1978.

6 4. Military Leave

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

10 5. Professional Meetings

11 a. Faculty are encouraged to attend appropriate and worth-
12 while professional meetings.

13 b. To the extent possible, subject to the availability of
14 funds determined by the college, the college will assist
15 in payment of expenses of attendance at professional
16 meetings.

17 c. In the event that several faculty members desire to
18 attend the same meeting, any travel allowance shall be
19 prorated among them or paid to the person(s) providing
20 transportation, assuming five passengers to the car.

21 d. A written request to attend a professional meeting shall
22 be submitted to the appropriate Dean two weeks prior
23 to the date planned for departure for the meeting. The
24 request should contain an estimate of the cost of
25 attendance. The Dean shall notify the faculty member
26 in writing of approval or lack thereof at least one
27 week before the meeting. Expenses shall not be paid in
28 any case where attendance has been without prior approval.

1 e. When requested by the college to attend professional
2 meetings or for other college business, if the faculty
3 member uses his or her personal automobile, the travel
4 expense shall be reimbursed at the county rate per mile,
5 plus tolls and parking.

6 6. Sabbatical Leave

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

9 a. A faculty member must have completed seven (7) years of
10 continual service to the college since beginning service
11 or since his or her last sabbatical leave.

12 b. The leave must be applied for at least one year in
13 advance where possible, with the specific study or
14 research purpose clearly stated in the application
15 submitted to the FAST Development Committee.

16 c. Sabbatical leaves may be one-half contract year or one
17 full contract year in duration. Full salary shall be
18 paid for a one-half leave and half salary for a full
19 contract year leave.

20 7. Private Employment Leave

21 A unit member may apply for a one year leave without pay for
22 the purpose of employment in the private or public sector, in
23 a position that is related to his subject specialities and
24 that will benefit the college. Such leave will be contingent
25 upon the hiring of a suitable replacement for the unit
26 member. Arrangements for the above leave must be agreed to
27 at least six months before the beginning of said leave.
28

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

5
6 The reimbursement for the benefits may be accomplished by a
7 payroll deduction plan prior to the beginning of the leave.

8 8. Personal Leave

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

13
14 Unit members who are teaching faculty shall schedule such
15 leave with the academic semesters. Applications for Personal
16 Leave shall state the reason(s) for that leave. Denial of a
17 request for Personal Leave shall not be a grievable subject
18 through the Grievance Procedure of this Agreement.

19
20 If the unit member desires to remain covered by the benefit
21 insurance programs, the unit member, or the employing agency,
22 will reimburse the college for the unit member's fringe
23 benefits while the leave is in effect. The reimbursement for
24 the benefits may be accomplished by a payroll deduction plan
25 prior to the beginning of the leave.

26 9. While on sabbatical or an unpaid leave from the institution,
27 the unit member is not entitled to accumulate sick leave or
28

1 annual leave nor can time be charged against the unit member's
2 accumulated sick leave or annual leave.

3
4 E. Insurance Programs

5 1. At no cost to the faculty member, the Board shall provide for
6 him or her and the eligible dependents the health insurance
7 benefits of the following plans:

- 8 a. Blue Cross Hospitalization (14/20)
9 b. Blue Shield Medical and Surgical (14/20)
10 c. Rider J
11 d. Major Medical
12 e. Dental Benefits (\$25 deductible)
13 f. Optical Benefits

14 The Board shall provide for the faculty member only an
15 optical program at a cost not to exceed \$80 per year per
16 member. The plan shall include sunglasses and/or contact
17 lenses prescribed by a licensed practitioner. The plan
18 will cover one examination during the length of the
19 contract.

20 2. At no cost to the faculty member, the Board shall provide
21 for him or her a group income protection plan at a cost
22 not to exceed \$160.00 per year per member. One plan
23 shall be selected by the Association and approved by the
24 Board, and all members of the Association shall belong
25 to that one plan.

26 3. The Board shall provide for the faculty member and
27 eligible dependents a program of prescription
28 reimbursement defined by the Hospital Service Plan as

1 \$1.00 Co-Pay Program up to the maximum (family) benefits,
2 which program shall be the aforementioned plan or, at the
3 option of the Board of Trustees, any equivalent plan.
4

5 F. Health Services

6 Any physical examinations and immunizations required by the Board
7 shall be done at the expense of the Board.
8

9 G. Tuition

10 For a faculty member, his/her spouse, or unmarried child who is
11 accepted at the college for enrollment in any of the college
12 offerings, the college shall grant full tuition remission.

13 Tuition remission shall be granted only in those courses where
14 there is space available without extension or expansion of the
15 course program of facilities. To continue to receive benefits
16 under this provision, a minimum grade point average of "C" must
17 be maintained.
18

19 In the event of the death of the unit member, the surviving spouse
20 and dependent, unmarried children up to the age of 23 shall
21 continue to receive the tuition remission benefit for a period of
22 eight years following the death. This benefit terminates upon
23 the remarriage of the spouse.
24

25 H. Mini-Grant Fund

26 Subject to the availability of funds as determined by the college,
27 there shall be established an annual Mini-Grant Fund of four
28 thousand dollars (\$4000) to fund the development of specific

1 innovative projects throughout the year. The maximum grant to a
2 faculty member for a single project shall be nine hundred
3 dollars (\$900). The processing of grant proposals shall be done
4 by the FAST Development Committee. Recommendations shall be made
5 by the FAST Development Committee with the advice and consent of
6 the Board of Trustees. Approval by the Board is final.

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ARTICLE VI - SALARY PLACEMENT AND PROMOTION

A. Salary Schedule

1. The salary schedule for the 1985-88 academic years shall be as follows:

| <u>RANK</u> | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|-----------------------------------|----------------|----------------|
| Assistant Professor II | \$ 15,000 | \$ 35,000 |
| Assistant Professor I | 16,600 | 37,500 |
| Associate Professor | 18,700 | 40,000 |
| Professor | 21,200 | 45,000 |
| Counselor/Librarian | 16,500 | 38,000 |
| Senior Counselor/Senior Librarian | 20,570 | 44,000 |

2. Unit members who have reached the maximum salary level for their rank shall, at the start of the contract year, receive a \$1000 longevity bonus in lieu of a salary increase. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period of the contract year.

Unit members who will reach the maximum salary level for their rank after receiving a portion of the annual increase shall receive that portion of the increase to reach the salary maximum plus a \$1000 longevity bonus. The longevity bonus shall not be added to the base salary and shall be payable to the unit member in the first pay period in January of the contract year.

In the event that the combination of the unit member's annual increase plus the longevity bonus would exceed the amount of

1 the annual increase called for in the contract, the longevity
2 bonus shall be appropriately reduced to equate the total
3 increase to the increase specified for that year. The
4 adjusted longevity bonus shall be payable to the unit member
5 in the first pay period in January of the contract year.

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

11 4. The salary increase for 1985-86 will be \$1784

12 The salary increase for 1986-87 will be \$1891

13 The salary increase for 1987-88 will be 8.0%

14 All increases in salary are awarded by the Board of Trustees
15 upon the recommendation of the President, N.J.S.A. 18:29-14.

16 5. Professional employees covered by this contract, whose
17 contracts are for twelve months, shall receive the increase
18 plus ten percent of the increase during each of the three
19 years.

20 6. Faculty members may be employed at a salary higher than the
21 minimum salary for a rank if qualifications are unusual. Such
22 appointment will be made by the Board of Trustees upon the
23 recommendation of the President.

24 7. A candidate is not automatically entitled to placement in the
25 top rank for which his academic and experience credits make
26 him eligible. The President may recommend employment at any
27 rank or below the level of the noted qualifications.

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

4
5 B. Promotion

6 General

7 Faculty members will not automatically be moved into the next
8 rank when the requirements for that rank are satisfied. Movement
9 from one rank to another is by promotion only, and all promotions
10 shall be made in accordance with personnel policies established
11 by the Board of Trustees.

12 Stipend

13 The college shall pay a one thousand dollar (\$1000) increase in
14 salary to unit members who are awarded a promotion by the Board
15 of Trustees.

16 Application Procedure

17 The initial responsibility for applying for advancement in rank
18 rests with the individual faculty member. Applications for
19 advancement in rank must be accompanied by documentation that the
20 applicant meets the requirements of the next rank and that the
21 applicant fulfills the criteria for promotion.

22
23 Applications for advancement in rank shall be forwarded to the
24 President's Office. The applicant shall be notified of the
25 college's decision on the promotion request not later than the day
26 after the third Board of Trustees meeting following receipt of the
27 application by the President.

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

3
4 B. Other Study

5 Upon application to the appropriate Dean, the Board may approve an
6 honorarium of up to \$200 per unit member for additional studies.
7 The application shall contain the purpose of the studies, the
8 relationship of the proposal to the individual's Professional
9 Development Plan, and a timetable for performing the activities.
10 During the time of this contract the Board shall allocate
11 \$2000.00 per year to fund Section B of this Article.
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ARTICLE VIII - FACULTY EVALUATION PROCEDURES

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

1. Procedures:

Faculty will be evaluated in the following areas:

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

2. Methods of evaluation to be used will include:

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

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

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

8 d. Chairperson evaluation - required for formal and informal
9 evaluation.

10 e. Self-evaluation - required for formal and informal
11 evaluation.

12 3. Types of Evaluation to be Used:

13 a. Formal evaluations will be required annually of all non-
14 tenured faculty. For tenured faculty members, a formal
15 evaluation will be required at least once every five
16 years or if the past informal evaluation was less than
17 satisfactory.

18 b. Informal evaluations will be required each year for all
19 tenured faculty members as described in 3a above.

20 4. Timetable for Evaluations:

21 a. Informal evaluation:

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

26 (2) The department chairperson will complete his
27 evaluation of the faculty member by January 15.
28

1 (3) The faculty member will be notified whether the
2 evaluation is satisfactory or less than satisfactory
3 by February 10.

4 (a) If the evaluation is satisfactory, the faculty
5 member will receive a copy of the evaluation by
6 March 15. Evaluation materials will not be
7 placed in a person's file until they have been
8 initialed by him/her. The faculty member has
9 the right to respond, in writing, to any or
10 all parts of the evaluation and have his/her
11 comments included in the personnel file. The
12 faculty member shall have 30 days to initial
13 the evaluation. At the end of the period,
14 failure to do so shall be noted and the
15 evaluation placed in the personnel file.

16 (b) If the evaluation is less than satisfactory,
17 the faculty member will receive a specific
18 written statement of deficiencies accompanied
19 by the evaluations no later than February 10.
20 The faculty member may respond in writing to
21 the statement of deficiencies within a period
22 of two weeks from receipt of them.

23 (4) If the informal evaluation was less than
24 satisfactory, the following additional procedures
25 will apply:

26 (a) The appropriate Dean and department chair-
27 person will meet with the faculty member to
28 establish objectives for the period April 1

1 to December 15. These objectives will be
2 designed to reduce deficiencies. These
3 objectives shall be reduced to writing and
4 given to the faculty member. This meeting
5 will be held by March 15.

6 (b) Faculty objectives will be agreed to by the
7 faculty member, department chairperson, and
8 appropriate Dean by March 30.

9 (c) A meeting to assess progress on and make
10 modification in objectives will be held by
11 September 30.

12 (d) All evaluation materials including self, peer,
13 and student evaluations; classroom objectives;
14 and a written report on objective completions
15 will be received by the department chairperson
16 by December 15.

17 (e) The appropriate Dean and department chair-
18 person will complete the faculty evaluation by
19 January 15.

20 (f) At this point, the evaluation process will
21 continue at step (3) above.

22 b. Formal evaluation

23 (1) During the spring of the year preceding the formal
24 evaluation, the faculty member will meet with the
25 department chairperson and the appropriate Dean
26 to establish specific objectives which will be part
27 of the evaluation process. This meeting will be
28 held no later than March 15. For faculty members

1 who had less than a satisfactory evaluation for that
2 year, the objectives will relate to the specific
3 area(s) of deficiency noted in the evaluation. For
4 other faculty members, the objectives will relate
5 to areas which have room for improvement and/or the
6 performance of new and relevant activities.

- 7 (2) The objectives will be agreed upon by the faculty
8 member, department chairperson, and Dean no later
9 than March 30.
- 10 (3) A fall meeting of the Dean, chairperson, and faculty
11 member will be held to review progress on the
12 objectives and make modifications if appropriate.
13 This meeting will be held by September 30.
- 14 (4) All evaluation materials including: peer, self, and
15 student evaluations; classroom observations; and a
16 written report on accomplishment of objectives will
17 be received by the department chairperson no later
18 than December 15.
- 19 (5) The Dean and chairperson will complete the
20 evaluation of the faculty member no later than
21 January 15.
- 22 (6) The faculty member will be notified as to whether
23 his/her evaluation is satisfactory or less than
24 satisfactory by February 10.
- 25 (a) If the evaluation is satisfactory, the faculty
26 member will receive a copy of the evaluation by
27 March 15. Evaluation materials will not be
28 placed in a person's file until they are

1 initialed by him/her. The faculty member has
2 the right to respond, in writing, to any or
3 all parts of the evaluation and have his/her
4 comments included in the personnel file. The
5 faculty member shall have 30 days to initial
6 the evaluation. At the end of the period,
7 failure to initial shall be noted and the
8 evaluation placed in the personnel file.

9 (b) If the evaluation is less than satisfactory,
10 the faculty member will receive a specific
11 written statement of deficiencies accompanied
12 by the evaluation no later than February 10.
13 The faculty member may respond in writing to
14 the statement of deficiencies within a period
15 of two weeks from receipt of them. At this
16 point, the evaluation process will return to
17 step 4b(1) above.

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ARTICLE IX - REDUCTION IN PROFESSIONAL STAFF

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

ARTICLE X - CONTRACTS

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

10 Said contracts are to be signed and returned to the Board of
11 Trustees no later than March 30.
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ARTICLE XI - GRIEVANCE PROCEDURE

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3 A. Purpose

4 A grievance procedure is established to provide an orderly and
5 sequential process whereby employees are able to grieve the
6 interpretation, application, or violation of those policies,
7 procedures, agreements or administrative decisions which affect
8 the terms and conditions of employment.
9

10 B. Definitions

- 11 1. College Board or Employer: Cumberland County College Board
12 of Trustees and its authorized representatives.
- 13 2. Employee: Any individual in the bargaining unit recognized
14 in Article I.
- 15 3. Complaint: An informal charge alleging a violation,
16 misinterpretation, or misapplication of one or more terms of
17 this agreement. A complaint may, but need not, constitute a
18 grievance. A complaint may be processed through the
19 grievance procedure in step I.
- 20 4. Grievance: A formal charge alleging a violation,
21 misinterpretation, or misapplication as defined in 'A' above.
- 22 5. Immediate Supervisor: The person to whom a grieved employee
23 is directly responsible under the table of organization
24 prevailing at the college.
- 25 6. Association: Faculty Association of Cumberland County
26 College.
- 27 7. Working Day(s): Any day that the college is in session
28 during the fall, winter, spring, or summer terms or inter-

1 session. Excluded are official college holidays, vacation
2 days, and weekends.

3 8. Grievant: Person filing a complaint or grievance.
4

5 C. Exclusions

6 The grievance procedure shall not apply to the following:

- 7 1. Failure or refusal of the Board to renew the contract of an
8 employee not under tenure.
9 2. Instances in which an employee granted tenure has had
10 charges brought against him pursuant to the Tenure Employees
11 Hearing Act (NJSA 18A:6-10 et. seq.).
12 3. Decisions of the President in exercising his discretion
13 concerning a request for any leave.
14 4. Any matter herein expressly made non-grievable.
15

16 D. PROCEDURES - INFORMAL -- STEP I

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

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

18
19 E. PROCEDURES - FORMAL -- STEP II -- DEAN

- 20 1. Upon the receipt of the grievance appeal, the Dean of
 - 21 Instruction shall convene a hearing within five (5) working
 - 22 days.
 - 23 2. People present at the hearing shall be:
 - 24 a. person filing the grievance (grievant)
 - 25 b. Association representative
 - 26 c. immediate supervisor
 - 27 d. Board representatives
- 28

1 3. After the close of the hearing, the Dean shall render a
2 decision within five (5) working days.

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

5
6 F. PRESIDENT -- STEP III

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

15
16 G. ADVISORY ARBITRATION - STEP IV

17 1. The grievant may request submission of the grievance to an
18 impartial arbitrator within fifteen (15) working days after
19 a decision by the President. The arbitrator shall be
20 selected by the American Arbitration Association in
21 accordance with the Rules and Procedures outlined in the
22 Streamlined Labor Arbitration Rules, published
23 January 1, 1984. The arbitrator so selected shall be
24 afforded access to all documents used in the prior internal
25 steps in the grievance procedure. The arbitrator shall not
26 have the authority to alter, change or otherwise affect the
27 terms of this Agreement and shall address his judgment
28 solely to the grievance presented. Neither party shall be

1 bound by the decision of the arbitrator. The costs of the
2 arbitrator shall be borne equally by the Association and
3 the Board. The Association has fifteen (15) working days to
4 appeal the arbitrator's decision to the Board of Trustees.
5

6 H. THE BOARD OF TRUSTEES - STEP V

- 7 1. The appeal will be heard at the next regularly scheduled
8 Board Meeting provided the Board has a least five (5) working
9 days to study the material. This means that the Board shall
10 have had the material mailed to them so that it can be
11 reasonably expected to reach them five (5) working days prior
12 to the Meeting. If this is not possible, then the hearing
13 will be held at the next regularly scheduled Board Meeting.
14 Every reasonable effort will be made by the parties to
15 expedite the processing of a grievance. The number of days
16 stated shall be considered as a maximum at each step.
- 17 2. At the scheduled closed hearing, both the grievant and the
18 Board may have appropriate representatives present. The
19 grievant shall inform the Board of his/her representatives
20 by name at least forty-eight (48) hours prior to the
21 hearing.
- 22 3. At the conclusion of the hearing, the Board will render a
23 decision within ten (10) working days.
24

25 I. General Provisions

- 26 1. The number of days indicated at each step of this grievance
27 procedure shall be considered as maximum and reasonable
28 efforts should be made to expedite the process. Failure to

1 adhere to the limits set forth shall be considered an
2 abandonment of the grievance. By mutual agreement, the
3 parties may waive the time limits at any step. Any such
4 waiver shall be reduced to writing.

- 5 2. No consideration will be given to any document or other
6 material to which all parties to the grievance are not
7 afforded access with time for response.
- 8 3. A grievance may be withdrawn at any time by the aggrieved
9 party and such withdrawal shall constitute a waiver of
10 further action. However, if in the judgment of the
11 Association, the grievance affects the general welfare of
12 the faculty as a whole, the grievance may be processed as a
13 grievance of the Association.
- 14 4. Parties named in the grievance or faculty or administrators
15 believed to possess information pertinent to the grievance
16 may be invited, but not required, to present such information
17 at any meeting provided in the steps of this procedure.
- 18 5. All grievance meetings shall be open only to participants,
19 their authorized representatives and to persons presenting
20 information before any meeting concerned with the processing
21 of a grievance.
- 22 6. No reprisals shall be taken against any faculty member for
23 initiating or participating in any grievance.
- 24 7. At each step of the grievance procedure, once it has been
25 reduced to writing, a copy of every document concerned with
26 such processing shall be transmitted to the contract
27 administrator of the Board of Trustees and the president of
28 the Faculty Association for inclusion in the grievance files.

1 A common file number shall be assigned by the parties to each
2 grievance for purposes of control and record keeping.

3 8. All documents, communications, and records dealing with a
4 grievance shall be filed separately from the personnel files
5 of participants. Information concerning a participant's
6 involvement in a grievance shall be considered privileged
7 data and not subject to distribution or dissemination.

8 9. In the processing of a grievance, any party shall have the
9 right to designate a representative to appear with him/her.
10 Such representative must be identified to all parties to the
11 grievance before any meeting in which he/she is to
12 participate.

13
14 J. No member of the unit shall be discharged, disciplined,
15 reprimanded, or reduced in rank or compensation, or deprived of
16 any professional advantage or given an adverse evaluation of
17 his/her professional services without just cause. Any such
18 action asserted by the Board or any agent or representative
19 thereof, shall be subject to the grievance procedure herein set
20 forth.

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1 ARTICLE XII - THE BOARD OF TRUSTEES' RIGHTS

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- 3 A. The Board hereby retains and reserved unto itself all rights,
4 powers, duties, authority, and responsibilities conferred upon and
5 vested in it by the laws and Constitution of the State of New
6 Jersey.
- 7
- 8 B. Any of the rights, power, or authority the Board had when there
9 was no collective bargaining representatives or collective
10 bargaining agreement are retained by the Board and may be
11 exercised without prior notice to or consultation with the
12 Association, except those specifically abridged or modified by
13 this Agreement.
- 14
- 15 C. The Board retains the right to promulgate and post reasonable
16 rules and regulations governing the conduct and acts of employees
17 during working hours.
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ARTICLE XIII - MISCELLANEOUS

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- 3 A. Copies of this Agreement shall be reproduced by the Board and
- 4 distributed to all faculty now employed or hereafter employed by
- 5 the Board for the duration of this Agreement.
- 6
- 7 B. If any provision of this Agreement or any application of the
- 8 Agreement to any employee or group of employees shall be found
- 9 contrary to law, such invalidity shall not affect the remaining
- 10 provisions of the Agreement and its application, which remain in
- 11 full force and effect.
- 12
- 13 C. Except as herein provided in this Agreement, nothing contained
- 14 herein shall be interpreted or applied so as to eliminate, reduce,
- 15 or otherwise detract from any faculty benefits existing prior to
- 16 the effective date of this Agreement.
- 17
- 18 D. This Agreement shall be subject to ratification by the members of
- 19 the Association and by members of the Board of Trustees.
- 20
- 21 E. NOTICE:
- 22 Unless otherwise noted, where formal notice is required to be
- 23 given, it shall be sufficient:
- 24 a. in the case of a faculty unit member, if sent by mail to
- 25 his last reported residential address registered in the
- 26 President's Office;
- 27 b. in the case of the Board, if sent by certified mail to
- 28

1 Board of Trustees, Cumberland County College, Vineland,
2 New Jersey 08360; and
3 in all other cases, if sent by campus or regular mails to the
4 institutional office or regular business address of the person or
5 party.

6
7 Where notice is required to be given by a certain date, it shall
8 be effective if deposited in the regular mails by midnight of
9 the day prior to the specified date. Where notice is required to
10 be given within a certain time period, it shall be effective if
11 deposited in the regular mails by midnight prior to the last
12 day of such time period.

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