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MAY 4 1994

RUTGERS UNIVERSITY

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

JULY 1, 1994 TO JUNE 30, 1997

TABLE OF CONTENTS

<u>Article</u>	<u>Contents</u>	<u>Page</u>
I	Recognition	1
II	Negotiation Procedures	2
III	Individual and Association Rights and Responsibilities	4
IV	Conditions of Employment	7
	A. Basic Load	
	B. Supplemental Teaching	
	C. Course Assignments	
	D. Office Hours	
	E. Graduation	
	F. Off-Campus Teaching Assignments	
	G. College Day	
	H. Faculty Office Space	
	I. Parking	
	L. College Orientation Procedures	
	M. Keys to Complex	
	N. Textbooks	
	O. Development Days	
	P. Staff Lounge	
V	Faculty Benefits	12
	A. Sick Leave	
	B. Vacation for Twelve Month Employees	
	C. Bereavement	
	D. Personal Leave	
	E. Leave of Absence	
	F. Insurance Programs	
	G. Health Services	
	H. Tuition	
	I. Mini-Grant Fund	
VI	Salary Placement and Promotion	18
	A. Salary Schedule - Minimums/Maximums	
	B. Salary Increases	
	C. Promotion	
VII	Professional Development	22
	A. Compensation for Additional Study	
	B. Other Study	
VIII	Evaluation Procedures	23

<u>Article</u>	<u>Contents</u>	<u>Page</u>
IX	Reduction in Professional Staff	27
X	Contracts	28
XI	Grievance Procedures	29
	A. Purpose	
	B. Definitions	
	C. Exclusions	
	D. Procedures - Informal - Step I	
	E. Procedures - Formal - Step II	
	F. President - Step III	
	G. Advisory Arbitration - Step IV	
	H. Board of Trustees - Step V	
	I. General Provisions	
XII	The Board of Trustees' Rights	34
XIII	Miscellaneous	35
XIV	Duration of Agreement	36

ARTICLE I - RECOGNITION

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

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

ARTICLE II - NEGOTIATION 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 not later than October 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries and years of service of every person covered by this Agreement, both tenured and nontenured, and such other data and information as required by law to be made public.
- C. As soon as the College budget is presented to the Board of School Estimate, a copy of this budget shall be forwarded to the President of the Faculty Association.
- 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. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc., within said building.
- K. Each negotiating session shall be held between the hours of 7:30 p.m. and 10:00 p.m., 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 hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Members of the Association shall have the right to attend meetings of the Association and its respective committees, except that classes or other regularly scheduled responsibilities may not be cancelled 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, stationary 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. All outside calls, that is, long distance calls, shall be paid for by the Association. The Association will purchase an autotron for using the copying machine in the Academic Building. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

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

in 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 conference room shall be made available to the Faculty Association for one hour per week at an hour to be specified.

K. Announcement of Positions

Announcements of professional position vacancies, new positions and new titles, together with job descriptions and required qualifications, shall be distributed at least five days prior to publication elsewhere to all professional personnel, including faculty, through interoffice mail during the regular semesters. During intersession, and summer sessions, notices to all working professionals shall be distributed through interoffice mail. Those who are not working or teaching shall be mailed notices to their home addresses, which shall be on file in the President's Office. Should it be necessary to announce a position opening or vacancy during a vacation period, notices shall be mailed to all nonworking professional personnel, including faculty. The five days prior to its publication shall be calculated from the date of mailing.

L. Personnel Files

The official personnel file for each unit member shall be maintained in the President's Office. Unit members shall be permitted to inspect, copy from or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division office. Each unit member shall receive a copy of all annual evaluation materials.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

A. Basic Load

1. Faculty

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

2. Counselors/Librarians

Counselors and Librarians shall work 35 hours per week. Normally, Counselors/Librarians shall not be required to teach as a 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.

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 Division Chair.

B. Supplemental Teaching

1. 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.

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

1994-95	\$450 per contact hour
1995-96	\$500 per contact hour
1996-97	\$500 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.

3. No member of the Administration shall be given overload responsibilities until the overload has been offered to the unit members. This paragraph does not apply to orientation courses.

4. Full-time teaching faculty shall be given first priority to summer and intersession positions.

5. Payment for teaching in the summer session shall be made on the basis of:

1994-95	\$450 per contact hour
1995-96	\$500 per contact hour
1996-97	\$500 per contact hour

Each class offering is subject to a specified minimum enrollment.

6. Compensation for program coordinators shall be between three (3) and four (4) contact hours per academic year, depending upon the level of assigned responsibilities. This compensation shall be in the form of salary or release time, as designated by the administration.

7. 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 Dean 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:

<u>Enrollment</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1	\$ 56	\$112	\$168	\$224	\$280	\$336
2	112	224	336	448	560	672
3	168	336	504	672	840	1008
4	224	448	672	896	1120	1344
5	280	560	840	1120	1400	1680
6	336	672	1008	1344	1680	2016
7	392	784	1176	1568	1960	2352
8	448	896	1344	1792	2240	2688

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 Dean.

8. The conditions regarding supplemental teaching as set forth in this section shall not apply to non-credit instructional and consulting positions administered by the Business and Community Services office.

C. Course Assignment

1. Course assignments shall be determined by the Dean, subject to the review and approval of the Dean of Instruction and Academic Affairs, with no more than three separate course preparations per semester. The Dean of Instruction shall confer with the Division Chair 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 per day on each day the faculty member has a scheduled class, but in no event shall a faculty member maintain less than five (5) office hours per week. Consistent with the needs of the College, unit members shall not ordinarily be required to maintain a consultation schedule on a day on which the unit member has no scheduled classes.

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

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 and typing assistance for the unit member.

I. Parking

The Board shall provide parking facilities for the unit members.

J. 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 day 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. 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.

L. 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.

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.

M. 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.

N. Textbooks

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

O. Development Days

Unit members shall be required to attend eight (8) Professional Development Days per year. Normally the schedule for Development Days shall be three (3) during the Fall and Spring semesters and two (2) outside of these semesters. When attendance is required for a Professional Development Day, a notice of required attendance shall be sent to the unit members at least two (2) weeks before the scheduled meeting.

P. Staff Lounge

The Board shall provide a staff lounge which shall be available between 8:00 a.m. and 4:00 p.m.

ARTICLE V - 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:

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

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.

The severance payment shall not exceed the maximum paid by the County. 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.

B. Vacation for Twelve Month Employees

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

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, siblings, grandparents, parents-in-law, grandchildren and members of the family living in the same household with the unit member. In the case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time.

D. Personal Leave

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

- a. Personal court appearance;
- b. Marriage of employee;
- c. Approved personal business which cannot be handled outside scheduled hours with the reason specified or verbally communicated to the appropriate Dean; and,
- d. Any other emergency or urgent reason which is not included in "a" to "c" above when approved by the Dean.

2. Procedure for Requesting Personal Leave

- a. A formal request shall be written to the appropriate Division Chair. This request shall include the specific reason for the requested leave and the date of the absence.
- b. This request shall be submitted to the Division Chair to be forwarded to the Dean as soon as possible, but not later than one week prior to the anticipated absence.
- c. All personal leaves are official only after receipt of the approval of the Dean.
- d. Where appropriate, the reason(s) for the personal leave may be verbally communicated directly to the Dean.

E. Leave of Absence

1. Advanced Study

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

2. 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.

3. Maternity Leave

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

4. Military Leave

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

5. 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.

6. 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.
- 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 Division Chair two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The Dean shall notify the 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.

7. 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, with the specific study or research purpose clearly stated in the application submitted to the Development Committee.
- c. Sabbatical leaves may be one-half contract year or one full contract year in duration. Full salary shall be paid for a one-half 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.

8. 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.

9. 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.

10. 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.

F. Insurance Programs

1. At no cost to the unit member, the Board shall provide for the unit member and eligible dependents the health insurance benefits of the following plans:
 - a. Blue Cross Hospitalization (14/20)
 - b. Blue Shield Medical and Surgical (14/20)
 - c. Rider J
 - d. Major Medical
 - e. Dental Benefits (\$25 deductible)

The Board shall provide to the unit member, and eligible dependents, an upgraded dental plan. The cost to the Board will not exceed the savings realized from the prescription co-pay change.

f. Optical Benefits

The Board shall provide for the unit member only an optical program at a cost not to exceed \$150 per year per member. The plan shall include sunglasses and/or contact lenses prescribed by a licensed practitioner. The plan will cover one examination during the length of the Contract.

2. 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.
3. The Board shall provide for the unit member and eligible dependents a program of prescription reimbursement defined by the Hospital Service Plan as \$5.00, \$1.00 and \$0.00 Co-pay up to the maximum (family) benefits, which program shall be the

aforementioned plan or, at the option of the Board of Trustees, any equivalent plan.

G. Health Services

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

H. Tuition

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 College for Kids, Small Business Assistance Center or non-credit courses (continuing education). Only employees may enroll in these courses if job-related and pre-approved by the appropriate Dean.

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.

I. Mini-Grant Fund

Subject to the availability of funds as determined by the College, there shall be established an annual Mini-Grant Fund for four thousand dollars (\$4,000) to fund the development of specific innovative projects throughout the year. The maximum grant to a faculty member for a single project shall be one thousand dollars (\$1,000). The processing of grant proposals shall be done by the Development Committee. Recommendations shall be made by the Development Committee with the advice and consent of the Board of Trustees. Approval by the Board is final.

ARTICLE VI - SALARY PLACEMENT AND PROMOTION

A. Salary Schedule

The salary schedule for the 1994-97 academic years shall be as follows:

<u>RANK</u>	<u>1994-97 MINIMUM</u>	<u>1994-97 MAXIMUM</u>
Assistant Professor II	\$28,600	\$50,100 *
Assistant Professor I	31,300	54,700 *
Associate Professor	33,900	59,300 *
Professor	36,500	63,900 *
Counselor/Librarian	31,800	50,100
Sr. Counselor/ Sr. Librarian	37,700	59,300

- * 1. The maximum salary ranges for unit members, with academic rank, and hired prior to July 1, 1991, who have a twelve month contract shall be increased by ten (10) percent.
2. 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.
3. Longevity Bonus
 - a. Unit members who have reached the maximum salary level for their rank, at the start of the contract year, receive a 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.
 - b. 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 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.
 - c. In the event that the combination of the unit member's annual increase plus the longevity bonus would exceed the amount of the annual increase call for in the contract, the

longevity bonus shall be appropriately reduced to equate the total increase to the increase specified for that year. The adjusted longevity bonus shall be payable to the unit member in the first pay period in January of the contract year.

- d. The longevity bonus for the length of this Agreement shall be \$1,000.

B. Salary Increases

1. The salary increase for 1994-95 will be 5%.
The salary increase for 1995-96 will be \$2,180.
The salary increase for 1996-97 will be \$2,373.
 - a. The above-stated salary increases will be paid to each unit member, employed as a unit member on June 30th of the prior academic year, provided the salary maxima stated in Art. VI, A are not exceeded.
2. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President, N.J.S.A. 18:29-14.
3. 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.
4. 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.
5. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.
6. Ownership Bonus

In addition to the annual wage increase, in any year during the length of this contract that the actual full time equivalent (FTE), tuition paying students (calculated by dividing the annual official enrollment total credit hours by 30) exceeds budgeted FTE students by one hundred (100) FTE's, a bonus will be paid to all unit members. This will be a flat dollar amount calculated by taking 1% of the total salaries (all College employees eligible for the bonus) and divide it by the total number sharing in the bonus. This will be paid to unit members on June 30th. This bonus shall not become part of the unit member's base salary. The following enrollment data will be used in determining the applicability of the "Ownership Bonus":

- a. Budgeted credit hours divided by 30; and,

- b. Official enrollment credit hours less non-state fundable credit hours and non-tuition paying credit hours divided by 30.

This enrollment data will be forwarded by the Dean of Business and Administrative Services to the Association President.

7. 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:

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

C. 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 one thousand two hundred dollar (\$1,200) 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 faculty member. 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 advancement in rank shall be forwarded to the President's Office. The applicant shall be notified of the College's decision on the promotion request not later than the day after the third Board of Trustees meeting following receipt of the application by the President.

ARTICLE VII - PROFESSIONAL DEVELOPMENT

A. Compensation for Additional Study

Well aware that the measures of its intellectual vitality is the extent to which the faculty are continuing their professional growth by pursuing additional study, the Board of Trustees, upon the recommendation of the President, will compensate full-time faculty 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, faculty will obtain approval of the President. The President will approve only those courses which are consistent with the discipline taught and subject area in which faculty teaches in this College.
2. Upon successful completion of the approved course, "with credit" or a mark of a "B" where letter grades are assigned, official evidence of grade report will be transmitted to the Office of the President of the College by the registrar of the University in which the course is taken. Upon receipt of the official grade report, the President will authorize compensation for the course at the lesser of \$125 per credit hour or actual cost per credit hour, which will not become part of the contracted salary. The compensation for additional study will be payable at the end of the academic year. A faculty member will be compensated for a maximum of \$750, or six credit hours, in any one semester and a maximum of \$1500, or twelve credit hours, in any one academic year including summer session. The maximum payable under the above compensation for additional study shall be 33 credits.

B. Other Study

Upon application to the President, the Board may approve an honorarium of up to \$400 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 \$4000 per year to fund Section B of this Article.

ARTICLE VIII - UNIT MEMBER EVALUATION PROCEDURE

Annual evaluation is a continuous process designed to improve instruction and help determine promotion and retention. The criteria necessary to effect an evaluation will be determined by the Dean with cooperation of the Division Chair. The substance of these criteria will be made known to the unit member by the appropriate Division Chair.

1. Procedures

Unit members 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 procedures, 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.

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

- d. Division Chair evaluation - required for formal and informal evaluation.
- e. Self-evaluation - required for formal and informal evaluation.

3. Types of evaluation to be used:

- a. Formal evaluations will be required annually of all non-tenured faculty and unit members without academic rank employed less than six years. For tenured faculty members

and unit members without academic rank employed more than five complete years, a formal evaluation will be required at least once every five years or if the past informal evaluation was less than satisfactory.

- b. Informal evaluations will be required each year for all tenured unit members as described in 3a above.

4. Timetable for evaluations:

a. Informal evaluation

- (1) Student evaluation will be received by the Division Chair by December 15. Self and peer evaluations and classroom observations will be optional for informal evaluations.
- (2) The Division Chair will complete his/her evaluation of the faculty member by January 15.
- (3) The unit member will be notified whether the evaluation is satisfactory or less than satisfactory by February 10.
 - (a) If the evaluation is satisfactory, the unit member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they have been initialed by him/her. The unit member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The unit member shall have 30 days to initial the evaluation. At the end of the period, failure to do so shall be noted and the evaluation placed in the personnel file.
 - (b) If the evaluation is less than satisfactory, the unit member will receive a specific written statement of deficiencies accompanied by the evaluations no later than February 10. The unit member may respond in writing to the statement of deficiencies within a period of two weeks from receipt of them.
- (4) If the informal evaluation was less than satisfactory, the following additional procedures will apply:
 - (a) The Division Chair and Dean will meet with the unit member to establish objectives for the period April 1 to December 15. These objectives will be designed to reduce deficiencies. These objectives shall be reduced to writing and given to the unit member. This meeting will be held by March 15.

- (b) Annual objectives will be agreed to by the unit member, Division Chair and Dean by March 30.
- (c) A meeting to assess progress on and make modification in objectives will be held by September 30.
- (d) All evaluation materials including self, peer and student evaluations; classroom objectives; and a written report on objective completions will be received by the Division Chair by December 15.
- (e) The Division Chair and Dean will complete the unit member's evaluation by January 15.
- (f) At this point, the evaluation process will continue at step (3) above.

b. Formal Evaluation

- (1) During the spring of the year preceding the formal evaluation, the unit member will meet with the Division Chair and the Dean to establish specific objectives which will be part of the evaluation process. This meeting will be held no later than March 15. For unit members who had less than a satisfactory evaluation for that year, the objectives will relate to the specific area(s) of deficiency noted in the evaluation. For other unit members, the objectives will relate to areas which have room for improvement and/or the performance of new and relevant activities.
- (2) The objectives will be agreed upon by the unit member, Division Chair and Dean no later than March 30.
- (3) A fall meeting of the Dean, Division Chair and unit member will be held to review progress on the objectives and make modifications if appropriate. This meeting will be held by September 30.
- (4) All evaluation materials including peer, self and student evaluations; classroom observations; and a written report on accomplishment of objectives will be received by the Division Chair no later than December 15.
- (5) The Division Chair and Dean will complete the evaluation of the unit member no later than January 15.
- (6) The unit member will be notified as to whether his/her evaluation is satisfactory or less than satisfactory by February 10.

- (a) If the evaluation is satisfactory, the unit member will receive a copy of the evaluation by March 15. Evaluation materials will not be placed in a person's file until they are initialed by him/her. The unit member has the right to respond, in writing, to any or all parts of the evaluation and have his/her comments included in the personnel file. The unit member shall have 30 days to initial the evaluation. At the end of the period, failure to initial shall be noted and the evaluation placed in the personnel file.

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

ARTICLE IX - REDUCTION IN PROFESSIONAL STAFF

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

ARTICLE XI - GRIEVANCE PROCEDURE

A. Purpose

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

B. Definitions

1. College Board or Employer: Cumberland County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this Agreement. A complaint may, but need not, constitute a grievance. A complaint 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.

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.).

ARTICLE X - CONTRACTS

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

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

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 Dean. This appeal shall be in writing.

E. Procedures - Formal - Step II - Dean

1. Upon the receipt of the grievance appeal, the Dean 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. Board representatives.
3. After the close of the hearing, the Dean 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 American Arbitration Association in accordance with the Rules and Procedures outlined in the Streamlined Labor Arbitration Rules, published January 1, 1984. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his judgement 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.

2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.
3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

I. General Provisions

1. The number of days indicated at each step of this grievance 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 judgement 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 XII - THE BOARD OF TRUSTEES' RIGHTS

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

ARTICLE XIII - MISCELLANEOUS

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all faculty now employed or hereafter employed by the Board for the duration of this Agreement.
- B. If any 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 President's Office;
- b. in the case of the Board, if sent by certified mail to Board of Trustees, Cumberland County College, Vineland, New Jersey 08360; 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.

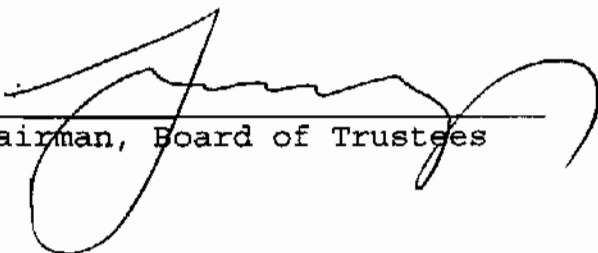
ARTICLE XIV - DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July 1994, and shall continue in effect until the 30th day of June, 1997.

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 hereon.

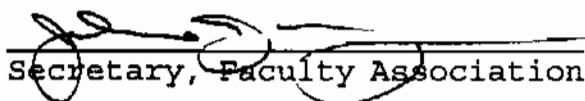
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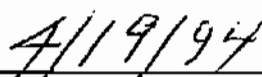
FACULTY ASSOCIATION OF
CUMBERLAND COUNTY COLLEGE


Chairman, Board of Trustees


President, Faculty Association


Secretary, Board of Trustees


Secretary, Faculty Association


Date