

**AGREEMENT**

**between**

**WARREN COUNTY COMMUNITY COLLEGE**

**and the**

**WARREN COUNTY COLLEGE FACULTY ASSOCIATION/NJEA**

July 1, 2023-June 30, 2027

## **ARTICLE I**

### **RECOGNITION**

- A. The board hereby recognizes the Warren County College Faculty Association/NJEA as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, and as amended by Public Laws of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:

Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor, or Professor.

- B. All other personnel are excluded from this bargaining unit.
- C. Unless context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The terms “Faculty” or “Faculty Member” shall mean all personnel covered by the terms of this Agreement.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

- A. The College and Association agree to negotiate over a successor Agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach agreement concerning salaries and terms and conditions of employment. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- B. Negotiations shall commence no later than February 1 prior to the expiration of the contract. The Association shall notify the College in writing to arrange for a mutually satisfactory meeting date to commence negotiations. Formal negotiations will not begin without an exchange of both parties' proposals.
- C. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is reasonable and necessary to the subjects under negotiations.

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

### **ARTICLE III**

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

- A. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional duties or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.
- B. The Association's duly authorized representatives may be permitted use of the College facilities and equipment, at such times and places that will not interfere with, delay or defer any activities or functions of the College. The Association shall not be charged for use of said property, but shall be charged for out-of-pocket expenses, cost of telephone calls and damage to property while in their use.
- C. As permitted by law, the Board shall deduct from employee paychecks dues as certified by the Association and authorized by the employee for the following:

- Warren County College Faculty Association
- Warren County Education Association
- New Jersey Education Association
- National Education Association

- D. The President of the Association shall receive in electronic form all Board policies and shall receive copies of all new policies as they are adopted by the Board and the schedules, including office hours, of all full-time faculty members within three (3) weeks of the start of each semester, provided all faculty have provided the administration with their office hours within two (2) weeks of the start of each semester.
- E. The Association President shall be provided one copy of the consent agenda with resolutions and non-confidential supporting documents, to the extent known, at least twenty-four (24) hours prior to each meeting of the Board of Trustees, and shall be provided with the approved minutes of all meetings of the Board of Trustees no later than one (1) week following the meeting in which they are approved.
- F. No later than May 1, the President of the Association shall receive a complete “College Calendar” for the following year.
- G. Within thirty (30) days of the appointment of new faculty members, the College shall furnish to the Association the following information:
1. Salary
  2. Faculty Rank
  3. Educational Experience
  4. Professional Experience
- H. When representatives of the Association are mutually scheduled by the Association and the College, not involving third-party proceedings, to participate during their scheduled working hours in negotiations or grievance proceedings related to Association matters, such representatives so scheduled shall suffer no loss in regular pay.
- I. The Association President may, during the academic year, take up to three (3) days’ leave with pay for Association business. Prior to taking such leave, the President shall provide advance written notice to the Chief Academic Officer (CAO). The Association President may delegate a specific portion of his/her three (3)-day Association business leave to another official of the Association to devote to Association affairs. The Association representative shall be responsible to make up missed classes due to Association business in a professionally responsible manner as pre-approved by the administration. The administration’s approval shall not be unreasonably withheld.

J. Bulletin Board:

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

## **ARTICLE IV**

### **FACULTY RIGHTS AND ACADEMIC FREEDOM**

Faculty rights shall include the following:

- A. The faculty member shall evaluate the academic progress of his/her students and assign grades in accordance with the grading system of the College. The College may change a grade of a student in exceptional circumstances upon approval by the CAO after consultation with the faculty member.
- B. The faculty member shall be free to request any books, magazines, newspapers, or other materials and supplies to be purchased by the Library Resource Center, subject to both the library acquisition policy and budgetary limitations, and upon final approval of the CAO. This may include one copy of a textbook per class section taught.
- C. Unless required as an ADA accommodation, the use of an electronic monitor or communication device by the College during the meeting of class shall be permitted only with the prior approval of the faculty member. If the faculty member believes that he/she is being monitored for purposes other than academic use, he/she shall report that to the CAO immediately and an investigation will be initiated.

## ARTICLE V

### GRIEVANCE PROCEDURE

- A. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure. No reprisal of any kind shall be taken by the Board or any member of the administration or the Association against the grievant, or any other participant in the grievance procedure.
- B. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
- C. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.
- D. The time limits set forth in the procedure may be mutually extended in writing. All time lines shall refer to business days, which are understood to mean Mondays through Fridays, but shall not include days when the College is closed. If the Association fails to meet any of the timelines in Article V, the grievance shall be deemed dismissed.
- E. A grievance shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement, policies of the Board of Trustees or administrative decisions affecting terms and conditions of employment.
- F. A grievance to be considered under this procedure must be initiated by the employee or the Association at Level One within twenty (20) days of its occurrence.
- G. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.

## H. Procedure:

### 1. Level One:

A faculty member or the Association may orally present and discuss a grievance with the faculty member's supervisor on an informal basis. At the faculty member's option, the faculty member may request the presence of an Association representative. Should an informal discussion not result in a satisfactory settlement, the grievant may within seven (7) business days move the grievance to the first formal level, Level Two.

### 2. Level Two:

A faculty member or the Association shall set forth the grievance in writing, and present it formally to the faculty member's supervisor, setting forth the date, setting, description of violation(s), and Articles allegedly violated. Such supervisor shall hold a meeting with the faculty member and a representative of the Association within ten (10) business days of receipt of the grievance for the purpose of discussing the grievance. A decision shall be rendered in writing to the faculty member and the Association within ten (10) business days of the conclusion of the hearing of the grievance.

### 3. Level Three:

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

### 4. Level Four:

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

5. Level Five:

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

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

## **ARTICLE VI**

### **WORK WEEK AND WORKLOAD**

- A. The regular instructional day shall be from 8:00 a.m. to the end of the last scheduled class. A faculty member may work other than during the regular instructional day at mutually agreeable times between the faculty member and the College. Full-time faculty may receive assignments during the regular instructional day or during other agreed-to periods. When a faculty member's in-load includes an evening teaching assignment (after 5:00 p.m.), no teaching assignments shall be required on the next day until at least twelve (12) hours after the end of the evening teaching assignment.
- B. The College's established common hours are Tuesday and Thursday from 12:45 p.m. to 1:45 p.m. All Faculty Meetings, Enterprise Leadership Teams (E.L.T.) Meetings, Area Chair Meetings, and Standing Committee Meetings requiring faculty attendance shall be scheduled at these times. Standing Committees include Curriculum & Instruction; Faculty & Staff Forum; Professional Development/Faculty Travel; Internal Review Board; Outcomes Assessment/Program Review; President's Council, Student Success and Retention; and Teaching, Learning & Technology Roundtable.



C. The College will share the master schedule with the full-time faculty at least three (3) weeks prior to the opening of fall or spring registration. Every effort will be made in any displacement to impact adjuncts first, non-full-time-faculty employees second, and full-time faculty third.

D. Off-Campus Work Assignments:

1. Faculty members assigned to an off-campus class requiring transportation following a class on campus, or vice versa, shall not be assigned to a class during the next scheduled period. The Washington, Phillipsburg, and Warren County Technical School sites are considered on-campus; however, consecutive periods shall not be assigned to a faculty member teaching at multiple locations.
2. Faculty whose regular teaching assignments include multi-site assignments shall be reimbursed for site-to-site travel according to IRS guidelines and prevailing IRS rates.

E. Work Assignments:

1. The regular workweek shall be Monday through Friday inclusive. Teaching assignments on Saturday or Sunday shall be voluntary unless such assignments are necessary in order for the faculty member to reach a normal workload.
2. The College shall make a good faith effort to schedule a faculty member for not more than three (3) consecutive hours between classes.
3. If a faculty member requests the scheduling of a minimum thirty (30)-minute lunch period during the work day, the College shall make a good faith effort to accommodate this request.
4. The faculty member's schedule should not normally include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a weekday will be free of instructional responsibilities.
5. No faculty member shall be required to teach more than three (3) consecutive course periods unless mutually agreed upon.
6. When the faculty member's schedule includes classes between 4:00 p.m. and 7:00 p.m., one hour between 4:00 p.m. and 7:00 p.m. will be unassigned at the faculty member's request.

7. A faculty member must teach one (1) course on campus each semester.

F. Office Hours:

Faculty members assigned the normal teaching load of fifteen (15) credits shall schedule four (4) office hours during a three (3)-day period each week. Additional time shall be scheduled at a student's request at a mutually agreed upon appointment. Office hours may not coincide with the College-established Common Hours. A faculty member must hold one (1) office hour on campus each week.

- G. Each faculty member shall receive his/her teaching schedule by June 1 for the succeeding fall semester and by December 15 for the succeeding spring semester. If and when changes in the tentative master schedule are necessitated, the faculty member(s) will be notified as soon as possible.

H. College work assignments in lieu of in-load course work:

1. A faculty member who is under contract to the College but whose full-time teaching schedule cannot be filled due to the unavailability of courses for which the faculty member is qualified may be reassigned to responsibilities other than the responsibilities described in the collective Agreement.
2. A member of the WCC Faculty Association executive committee must be present at the meeting held to discuss reassignment.
3. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignments shall not be considered an interruption of the faculty member's full-time service to the College. The compensation, benefits and appointment period shall remain as designated in this collective Agreement unless otherwise prohibited by statute.
4. A qualified faculty member requested by an administrator to cover a class of an ill colleague will receive compensation in accordance with his/her established overload rate. For reasons other than illness, qualified faculty members may substitute for each other without loss of pay or extra compensation, subject to administrative approval, which shall not be unreasonably withheld. When a faculty member takes over a class for the remainder of a semester or session, the faculty member will receive a prorated portion of the full semester's worth of overload pay.

I. Faculty will be given a one-time, non-pensionable stipend for creation of a course, certificate program, or degree program upon the written pre-approval of such by the President followed by the recommendation of the Curriculum and Instruction Committee and/or the final approval of the President. The stipend will be \$500.00 for a traditional or distance-learning course, \$650.00 for a certificate program, and \$1000.00 for a degree program. The course and/or program become(s) the intellectual property of the College.

J. Normal teaching load:

A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year.

K. Faculty members can defer up to four (4) credits from the fall- to the spring semester, and vice versa, subject to administrative approval, which shall not be unreasonably withheld.

L. Science, mathematics, developmental reading and writing, CSC, and GRD courses will carry credit load weight equivalent to the actual contact hours the courses have met.

M. Overload:

1. Instruction of overload courses is on a voluntary basis.
2. The maximum for summer courses shall be fifteen (15) credit hours per faculty member per year, unless otherwise agreed upon by the College and the faculty member.
3. Payment for teaching an overload course shall be as follows: effective 7/1/23, \$900.00 per contact hour; effective 7/1/24, \$925.00 per contact hour; effective 7/1/25, \$950.00 per contact hour and effective 7/1/26, \$975.00 per contact hour.
4. Where qualified, full-time faculty shall be given full and fair consideration for the opportunity to teach summer, distance-learning, Power Pack, alternative session, and inter-session courses. Overload salary rates will apply for full-time faculty.
5. Overload compensation shall be paid in four monthly installments in the second pay period of September, October, November, and December for the fall semester and in the first pay period of February, March, April, and May for the spring semester.

N. Independent Studies, Internships, Cooperative Education, and any other non-traditional course delivery:

Faculty will receive credit-hour compensation at the overload rate for each independent study, internship, and/or cooperative education course taught, according to the following enrollments, assuming a standard three-credit course: 1-3 students = 1 credit; 4-6 students = 2 credits; 7-15 students = 3 credits. Course payments for courses with credit weights other than 3 credits will be calculated proportionately.

O. Distance Education.

1. Faculty will receive credit compensation at the overload rate for Distance Education courses taught based on the following enrollments:

1-3 students:	1 credit
4-6 students:	2 credits
7-25 students:	3 credits
26-35 students:	4 credits
2. No Distance Education courses shall have more than 35 students enrolled.
3. Course payments for courses with credit weights other than 3 credits will be calculated proportionately.

P. Clubs and Committees:

1. The Chief Academic Officer has the authority to approve or disapprove any and all faculty club and committee assignments. Faculty may not begin serving in these roles unless and until approval of the CAO is granted, in writing.
2. For student activities/clubs requiring a faculty advisor, the faculty advisor shall be compensated at the annual rate of \$700.00. Any such club must meet the criteria and guidelines as developed and approved by the Board of Trustees in accordance with Board Policy 310.
3. Faculty representatives who are members of the Enterprise Leadership Team (E.L.T.), or chairs of any faculty standing committee unless otherwise remunerated, shall be compensated at the annual rate of one credit.

4. When duties and responsibilities are divided between or among more than one staff member, the compensation shall be divided consistent with the division of duties and responsibilities.

Q. Faculty Responsibilities:

1. Faculty shall continue to perform professional duties during the ten (10)-month contract. In addition, faculty will attend one (1) faculty meeting per month and Commencement. The College will furnish academic regalia for Commencement, when needed, at no cost to the faculty member.
2. Two (2) mandatory in-service meetings per semester will take place in addition to the regular faculty and area coordinators meetings conducted. These faculty in-service meetings will be held as follows:
  1. One day will be held several days prior to the start of the regular fall and spring semesters.
  2. One day will be held during the semester as outlined in the Academic Calendar.

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

R. Course preparation:

Teaching faculty will normally have no more than three (3) different course preparations each semester, unless a variance is specifically requested by the faculty member. Where the nature of the course offerings and the number of available full-time teaching faculty within the program prevent the accomplishment of these course preparation guidelines, courses in excess of three (3) preparations shall be assigned to accomplish a minimum number of course preparations per faculty member.

S. Outside employment:

A faculty member may undertake part-time employment (less than thirty-five (35) hours per week) outside the College, consistent with prevailing regulations and statutes, so long as the time limitations resulting from such part-time employment do not interfere with the faculty member's professional responsibilities, and with the written approval of the President.

T. Release time or overload pay may be granted for College work assignments.

- U. Release time or overload pay may be granted for administrative work assignments.
  
- V. Whenever a faculty member has received approval from the CAO to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current IRS rate. Tolls and parking fees during such travel shall be reimbursed.
  - 1. Faculty shall be compensated at the rate of one (1) additional credit hour for each class taught at a non-College owned or leased facility in lieu of normal travel reimbursement.
  
- W. Faculty will receive credit compensation for on-campus courses taught based on the following enrollments:
  - 1. Sections with a class size of 48 to 59 students enrolled on the tenth day of the semester shall earn teaching load credits equal to one and one-half (1½) times the normal teaching load credits otherwise applicable for the section.
  - 2. Sections with a class size of 60 to 75 students enrolled on the tenth day of the semester shall earn teaching load credits equal to double (2x) the normal teaching load credits otherwise applicable for the section.
  - 3. Sections with a class size of greater than 76 students will be calculated proportionately based on the above models.

## **ARTICLE VII**

### **WORK ENVIRONMENT**

- A. A portion of the parking lot will be identified for full-time faculty automobiles equivalent to the number of full-time faculty employed. A parking card will be issued to full-time faculty which can be posted in their vehicles for identification.
  
- B. Each faculty member shall be provided with adequate, secure office space. Faculty offices shall be lockable. At a minimum, this office space shall be furnished with a desk, phone, wired- or wireless internet access, locking file cabinet, bookcase, desk chair and a chair for students. Prior written notice shall be given to a faculty member before his/her office is moved.

- C. Each full-time faculty member shall be provided with a computer, and appropriate software, as defined by the administration, which meets the needs of both the faculty member and the College, as it relates to College business. All computer hardware and software remain the property of the College and shall be returned to the College upon separation for any reason. If the equipment/computer is broken during normal use, the College will replace it at no cost to the faculty member.

## **ARTICLE VIII**

### **VACANCIES AND PROMOTIONS**

- A. All non-tenured faculty will receive a promotion to the next rank, if available, concurrent with the date tenure is obtained.
- B. Professional Standards Committee:

By February 15 of each year a Professional Standards Committee shall be formed. The Committee shall consist of two (2) tenured faculty members elected by the WCC Faculty Association and two (2) administrators (preferably one member will be from Academics Administration) appointed by the President of the College. The Committee shall meet on or before April 15 of each year.

The President shall transmit his/her recommendations regarding candidates for promotion to the Board of Trustees for consideration at the June Board meeting. Faculty members desiring to be considered for a promotion shall make an application to the Professional Standards Committee by January 31. The promotion shall be effective upon approval of the Board.

- C. Criteria for Promotion:

A candidate for promotion must fulfill administrative responsibilities including, but not limited to, meeting deadlines, turning in grades by established deadlines, and other administrative duties as outlined by the administration.

A candidate for promotion must serve at least five years in current rank before he/she is eligible to be considered for promotion. This requirement may be waived upon appeal to the President based on the extraordinary qualifications of a specific candidate.

Promotion Appeals Procedure:

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

D. Adjustment for Promotion in Rank:

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

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

E. The following initial hiring minimums shall be in effect for the life of this current Agreement:

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

F. Recognition of Degrees:

For purposes of initial placement, promotion, or advancement in all positions and with respect to salary, the College shall recognize only earned degrees conferred by institutions that are legitimately accredited by the appropriate regional accrediting body. Faculty members are responsible for providing proof of their degrees.

The College will not recognize through salary or in any other manner degrees claimed from institutions not accredited by an appropriate regional accrediting body. This policy applies to both initial appointments as well as to faculty who acquire such degrees (Doctorate or Specialist) subsequent to employment.



After prior approval of the Board and upon the recommendation of the immediate supervisor, the appropriate dean, and the President, all regular full-time faculty members shall receive an increase in base salary for successfully obtaining an advanced degree in an appropriate discipline. This amount will be added at the beginning of the subsequent contract year. The degrees and their corresponding increases are listed below:

Second Master's Degree	\$2,000
Doctorate	\$5,000
Specialist – CAGS, CPA, CMA, etc.	\$1,000

#### G. Reappointment/Non-Reappointment:

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

#### H. Resignation:

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

I. Reduction in Force:

Any reduction in force of the faculty shall be implemented in accordance with applicable New Jersey law.

## **ARTICLE IX**

### **EVALUATIONS**

A. Purpose:

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

B. Frequency of Administrative Evaluations:

1. All non-tenured faculty members shall be formally observed pursuant to this Article at least twice annually by an administrator or, at the administrator's option, once by an administrator and once by a mutually agreed upon faculty peer during the first five (5) years of their employment. A written report of the observation will be submitted by the evaluator.
2. Tenured faculty may be formally observed, pursuant to the procedure set forth in section 1 above, once every year after the year in which tenure was conferred.
3. The faculty member must be given not less than forty-eight (48) hours' advance notice of the approximate time during which a classroom, clinical, or online visit will occur in connection with the administrative portion of the observation. This forty-eight (48) hours' notice applies only to the annual or semi-annual (if non-tenured), formal, written, administrative observation. If, for any reason, an evaluative visit is made outside of the above forty-eight (48) hours' provision, the Association president will be notified within twenty-four (24) hours.
4. A copy of the administrative written observation report shall be provided to the faculty member within ten (10) working days of the observation. A conference between the observer and the faculty member to review the written observation report shall take place within five (5) working days of the receipt of the written

observation report, if deemed necessary by the administrator or requested by the faculty member.

5. A faculty comment space shall be provided on the observation report form.

C. Procedures Regarding the Annual Summary Evaluation:

1. The annual summary evaluation shall be compiled by the Chief Academic Officer and provided to the faculty member by November 1.
2. A conference, if requested, between the administrative evaluator and the faculty member shall take place within ten (10) working days of the receipt of the written summary evaluation.
3. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the Chief Academic Officer or his/her designee.
4. All evaluation reports will be maintained in the faculty member's official personnel files.

D. Faculty Response:

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

E. Tenure:

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

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

October 1 Faculty member eligible for tenure submits a portfolio to the CAO who will convene individual Faculty Tenure Committees for each candidate. The membership of each tenure committee must consist of tenured faculty. The chair of each committee must be a tenured

faculty member employed in an academic discipline the same as or closely related to that of the tenure candidate.

December 31 Faculty Tenure Committee submits recommendations to the CAO.

February 1 Where applicable, the CAO will deliver a “Deficiency Tenure Letter” to the candidate.

February 15 The CAO transmits the recommendations of both the Faculty Tenure Committee and himself/herself to the President. The President forwards his/her recommendations for consideration to the Board of Trustees.

April 1 Announcements of tenure decisions shall be made by the Board of Trustees on or before April 1.

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

As the faculty member’s appointment is off-cycle of the annual appointment cycle, the faculty member shall be notified of a six-month, rather than a one-year, reappointment for the final year prior to the tenure process.

February 15 Faculty member eligible for tenure submits a portfolio to the CAO who will convene individual Faculty Tenure Committees for each candidate. The membership of each tenure committee must consist of tenured faculty. The chair of each committee must be a tenured faculty member employed in an academic discipline the same as or closely related to that of the candidate.

June 15 Faculty Tenure Committee submits recommendations to the CAO.

June 30 Where applicable, the CAO will deliver a “Deficiency Tenure Letter” to the candidate.

September 1 The CAO transmits the recommendations of both the Faculty Tenure Committee and himself/herself to the President. The President forwards his/her recommendations for consideration to the Board of Trustees.

November 1 Announcements of tenure decisions shall be made by the Board of Trustees on or before November 1.

## **ARTICLE X**

### **PERSONNEL FILE**

- A. Faculty members' official personnel files shall be maintained in the Human Resources office. Faculty members shall be permitted to inspect, copy from, or reproduce their individual personnel records within two business days of request.
  
- B. Faculty will be provided with a written copy via regular and certified mail of material to be placed in their personnel file at least three (3) business days in advance of the placement of that material in the personnel file. The material received by the faculty member will have an acknowledgment attached indicating that the member has been provided with the advanced copy of the document. A signature is required to acknowledge the receipt of, not the agreement with, the material. If the faculty member does not sign the acknowledgment, then the College will notify the Association of the member's failure to acknowledge receipt and that the College is placing an unspecified document in the faculty member's file. The College has the right to insert the material into the personnel file after three (3) business days with a notation that the material was provided to the faculty member and that no written acknowledgment was returned. The faculty member shall have the right to read any and all material maintained in his/her personnel file and may submit a written response to such materials which shall be included in the personnel file.
  
- C. No information from a faculty member's file shall be given to a party not affiliated with the College unless approved by the faculty member, or if such information is required pursuant to a court order or a subpoena, in which case, notice will be given to the faculty member immediately upon compliance with such order or subpoena. Note that this does not apply to any information that is deemed public by the New Jersey Open Public Records Act. The College may release public information upon request without notification to the faculty member.

## **ARTICLE XI**

### **SEPARABILITY AND SAVINGS**

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

## **ARTICLE XII**

### **NON-DISCRIMINATION**

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.
- B. The provisions of these policies shall be applied equally to all faculty in the unit.
- C. The parties agree to adhere to all applicable federal and state statutes and regulations pertaining to non-discrimination.

## **ARTICLE XIII**

### **BOARD RIGHTS AND RESPONSIBILITIES**

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

## **ARTICLE XIV**

### **TUITION REIMBURSEMENT**

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

## **ARTICLE XV**

### **SICK LEAVE**

- A. All faculty members shall be entitled to ten (10) sick leave days per year. Annual sick leave days shall be posted to each employee's account on July 1. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. The College shall provide a written accounting of accumulated sick leave to each faculty member by September 30 of each year.
- C. A Retirement Compensation Bonus Plan shall be implemented according to the following conditions and stipulations.
  - 1. A Retirement Compensation Bonus shall be based on a payment of \$80 per day for each accumulated sick day earned providing that the following conditions are met:
    - a. The faculty member has been employed actively by the College for at least 10 consecutive years.

- b. Payment of this benefit requires at least a one-year prior written notification unless the retirement is due to a valid and substantiated personal reason such as an illness, personal family crisis, etc. approved by the Board of Trustees.
  - c. In cases where an eligible faculty member dies while actively employed, the Retirement Compensation Bonus will be paid to his/her estate.
2. This benefit is limited to a maximum of \$8,000.
- D. In the event that a faculty member is absent for consecutive days, sick leave shall be charged on a daily basis, based on the faculty member's current teaching schedule, until the faculty member returns. A faculty member shall not be charged sick leave days for days on which he/she has no scheduled obligations. Scheduled obligations shall be understood to include teaching assignments, office hours, faculty meetings, and standing committee meetings.

## **ARTICLE XVI**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Jury Duty Leave:**

A faculty member who receives notice for jury duty shall notify his/her supervisor and the Director of Human Resources as soon as possible by presenting the jury duty or witness summons/subpoena. A faculty member on jury duty leave shall be paid the difference between his/her salary computed on a daily basis, and the daily jury fee paid by the Court. The faculty member must provide verification of the number of days actually spent on jury duty service. A faculty member summoned to appear as a witness in a judicial or administrative proceeding shall be covered by these provisions.



## ARTICLE XVII

### LEAVE OF ABSENCE

#### A. Family Leave:

Family leave shall be in accordance with the state and federal Family Medical Leave Acts. A faculty member who returns from medical leave after the start of the semester may, at the discretion of the President, be given alternative duties rather than teaching duties, so as not to disrupt the learning process for students.

#### B. Unpaid Leave:

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

#### C. Military Leave:

Military leave shall be granted in accordance with state and federal statutes and regulations.

#### D. Bereavement Leave:

A faculty member shall be entitled to bereavement leave in the event of a death in the immediate family (grandfather, grandmother, father, mother, father-in-law, mother-in-law, spouse, domestic partner, child, foster child, step- of any of the above, relative living in the household). Such leave may be up to five (5) working days to permit the employee to attend the funeral and arrange for other related matters. In the event of the death of a member of the family other than immediate family, a faculty member will be entitled to one (1) full day of leave to attend the funeral.

#### E. Personal Leave:

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

1. Except in the event of an emergency making such notice impossible, at least forty-eight (48) hours' notice shall be given in order to provide for substitutes or adequate class notification.
  2. Such leave shall not be granted immediately prior to or after any scheduled break of holiday. Exceptions may be made with administrative approval.
  3. Such leave days will be used for bona fide personal business normally unable to be completed after normal school hours, physical exam for the armed forces, graduation when receiving a degree, real estate closings, religious holidays, etc.
  4. Each faculty member, upon return, shall sign a statement that the leave day was taken under these guidelines.
  5. Exceptions may be made with administrative approval.
- F. Leave for Fulbright or Exchange Teaching:

Unpaid leave for one (1) year may be granted to any faculty member upon application for the purpose of participating in a Fulbright or other educational exchange program upon approval of the Board of Trustees. This leave period shall be creditable for College seniority.

## **ARTICLE XVIII**

### **SABBATICAL LEAVE**

- A. Sabbatical leave is defined as a period of non-assignment from teaching, or equivalent duties for the purpose of enhancing the professional development of the faculty represented in this Agreement. Such activities may include formal study at an institution accredited by the appropriate regional accrediting body, research, writing, and travel, related to professional responsibilities.
- B. Sabbatical leave may be granted by the Board of Trustees, upon recommendation of the President, subject to the following conditions:
1. A faculty member must have completed seven (7) years of continuous service to the College as a faculty member since beginning service.

2. The leave must be applied for within the first two weeks of the semester prior to the requested sabbatical leave. Such application shall define the specific professional development activities and shall be submitted to the Sabbatical Committee. The committee shall consist of two (2) administrators and three (3) faculty members appointed by the Association, who shall forward its recommendation to the President.
- C. Sabbatical leave may be granted at one-half (1/2) salary for one (1) full contract year or full salary for one-half (1/2) contract year.
  - D. The Board of Trustees' decision not to grant a sabbatical leave to a staff member for financial reasons or because the proposal is not deemed of value to the institution, shall not be subject to the binding arbitration level of the grievance procedure. A decision not to grant a sabbatical leave shall not be made arbitrarily or capriciously.
  - E. Upon request, the faculty member is required to make a formal presentation to the Board of Trustees at a public meeting, and submit a written executive summary, upon return from sabbatical regarding the benefit derived by the College community of this sabbatical leave.

## **ARTICLE XIX**

### **BENEFITS**

- A. Consistent with federal and state regulations governing health maintenance organizations, the College shall provide all faculty members with the option to elect a qualified H1\40 Plan or equivalent in lieu of the Group Health Insurance Plan or the traditional N.J. Health Benefits Plan. Such election shall be available on a once-a-year basis.
- B. All faculty members shall contribute toward the cost of health benefits in accordance with the rates set forth in Chapter 78, P.L. 2011, or Chapter 44, P.L. 2020. Upon ratification by both sides, the salary increases will be calculated for Chapter 78 contribution determination.
- C. The College shall provide a disability benefits plan for all faculty members to protect against loss of income due to a non-work related illness or injury. Such benefits shall be in accordance with the provisions of the New Jersey State Disability Plan.

- D. The College shall provide basic, individual dental coverage to each faculty member using a plan of the College's choosing (e.g. Delta or another reputable company plan). Faculty members may purchase additional dependent coverage (family or other) at the employee's expense. The College shall offset up to \$1,000 of the total premium coverage cost per year to help defray the employee premium expense.

## **ARTICLE XX**

### **AREA CHAIRS**

In the event that the College exercises its discretion to assign Area Chairs, each Area Chair, excluding the Director of Nursing and Allied Health, will be compensated at the rate of six credits in load each fall- and spring semester and a \$1000 stipend each semester as well.

## **ARTICLE XXI**

### **FULLY BARGAINED PROVISIONS**

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

## **ARTICLE XXII**

### **SALARY INCREASES**

- A. Salary shall be increased on:

July 1, 2023 by \$3750.00

July 1, 2024 by 3.25%

July 1, 2025 by 3.25%

July 1, 2026 by 3.5%

The above increases shall be retroactive to July 1, 2023. The College will not deduct retroactive Chapter 78 contributions for the retroactive increases.

**ARTICLE XXIII**

**INCORPORATION OF SCOPE DECISION**

Public Employment Relations Commission (PERC) Scope Decision PERC-2016-48 is hereby incorporated into this Agreement.

**ARTICLE XXIV**

**DURATION**

The contract term will cover the period from July 1, 2023 to June 30, 2027.

Board of Trustees

Faculty Association

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Witness

Witness

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Date \_\_\_\_\_

Date \_\_\_\_\_