

2-0006

12-00

7-1-69
6-30-70

A G R E E M E N T

BETWEEN

THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE

AND

THE FACULTY ORGANIZATION
OF
MIDDLESEX COUNTY COLLEGE
LOCAL 1940 AFT (AFL-CIO)

1969-70

A G R E E M E N T

BETWEEN

THE BOARD OF TRUSTEES

OF

MIDDLESEX COUNTY COLLEGE

AND

THE FACULTY ORGANIZATION

OF

MIDDLESEX COUNTY COLLEGE

LOCAL 1940 AFT (AFL-CIO)

1969-70

CONTENTS

| <u>ITEM</u> | <u>PAGE</u> |
|--|-------------|
| PREAMBLE | 1 |
| ARTICLE I - RECOGNITION | 1 |
| ARTICLE II - RIGHTS OF THE FEDERATION | 2 |
| Use of College Buildings | 2 |
| Transaction of Business | 2 |
| Posting of Notices | 2 |
| Right to Information | 2 |
| Federation Office | 2 |
| Limitation on College Senate | 2 |
| Consultation with Board | 3 |
| Place on Board Agenda | 3 |
| ARTICLE III - RIGHTS OF THE FACULTY | 3 |
| Evaluations | 3 |
| Reduced Load for Federation Chairmen | 3 |
| Preference for Adjunct Positions | 3 |
| ARTICLE IV - FEDERATION DUES | 3 |
| ARTICLE V - REQUIREMENTS FOR ACADEMIC RANK | 4 |
| Teaching Faculty | 4,5 |
| Student Personnel Division | 5 |
| Librarians | 5,6 |
| Hiring and Promotion | 6 |
| ARTICLE VI - BASIC LOAD, HOURS, & CALENDAR | 7 |
| Teaching Faculty | 7,8 |
| Non-Teaching Faculty | 8,9,10 |
| Overload | 10 |
| Restriction on Daytime Adjunct Faculty | 10 |
| ARTICLE VII - MISCELLANEOUS | 10 |
| College Day | 10 |
| Teaching Facilities | 10 |
| Clerical Assistance | 11 |
| Safety | 11 |
| Provision for Emergencies | 11 |
| Assignments | 11 |
| Academic Freedom | 11 |
| Academic Calendar | 11 |
| College Week | 12 |
| Faculty Facilities | 12 |
| Vacancies | 12 |
| Outside Activities | 13 |
| Travel | 13 |
| Admission to Courses | 13 |
| Group Health Insurance | 13 |
| Flu Vaccinations | 13 |

CONTENTS

| <u>ITEM</u> | <u>PAGE</u> |
|--|-------------|
| ARTICLE VII - MISCELLANEOUS (Continued) | |
| Textbooks | 14 |
| Scope of Agreement | 14 |
| Job Descriptions | 14 |
| Official Announcements | 14 |
| ARTICLE VIII - FACULTY BENEFITS | 15 |
| Paid Leaves of Absence | 15,16 |
| Unpaid Leaves of Absence | 17,18 |
| ARTICLE IX - GRIEVANCE PROCEDURE | 18,19,20 |
| ARTICLE X - PROFESSIONAL BEHAVIOR | 20 |
| ARTICLE XI - SALARY GUIDE | 21 |
| Procedure for 1969-70 | 21 |
| ARTICLE XII - INTERIM CHANGES & NEGOTIATIONS | 22 |
| ARTICLE XIII - TERM OF AGREEMENT | 22 |

5/28/69

AGREEMENT

1.

PREAMBLE

This agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to provisions of N.J.S.A. 18A:64A-11 et. seq., hereinafter called "The Board" and the Faculty Organization of Middlesex County College, Local 1940, AFT (AFL-CIO), hereinafter called "The Federation", Witnesseth:

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on salaries, terms, and conditions of employment and grievance procedures, and desire to execute this contract covering such agreement;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Federation as the exclusive collective bargaining agent for all full-time faculty members at the College, with respect to salary, fringe benefits, grievance procedure, and those conditions of employment covered by this agreement. Excluded are the following:

President
Deans
Associate Deans
Assistant Deans
Assistant Director of Administrative Services
Division Heads

- B. Department Chairman

1. The Board and the Federation agree to hold in abeyance all questions related to department chairmen pending final disposition of their right to be in the same bargaining unit as the general faculty.

The Board agrees that if final determination is in favor of their inclusion in the unit, department chairmen may be elected by the members of the department.

- C. The Board and the Federation agree to hold in abeyance questions relating to the following personnel pending final disposition of their right to be in the same bargaining unit as the general faculty:

Director of Admission
Assistants to the Director of Administrative Services
Director of Student Activities
Registrar

- D. The Board and the Federation agree to begin negotiations for a contract covering the period July 1, 1970 to June 30, 1971 on or about November 1, 1969.

ARTICLE 11
RIGHTS OF THE
FEDERATION

- A. The Federation may use College building facilities for meetings provided that such use shall not interfere with or interrupt normal College operations, and subject to prior administrative approval in each instance. Such approval shall not be unreasonably withheld.
- B. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on College property, provided that this shall not interfere with or interrupt normal College operations, and subject to agreement by the Administration as to the reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.
- C. The Federation may post notices and other materials relating to Federation activities on College bulletin boards, subject to the following regulations: all material posted must include a removal date; the name of the responsible party; and must be no larger than 14" X 22". The Federation may make reasonable use of the College mail service and faculty mail boxes.
- D. The Board agrees to furnish to the Federation, as soon as possible upon request to the President, the following documents:
- Annual financial reports
 - Annual audits
 - Adopted budgets - as of the first Monday in November - at the January meeting of the Board and as approved by the Board of School Estimate.
 - Payrolls of faculty covered by this agreement
 - Minutes of meetings of the Board
 - Last known address, per college records, of faculty members covered by this agreement.
- E. The Board further agrees to provide to the Federation such information, through the President, as may be reasonably required and requested by the Federation to process any grievance under this agreement.
- F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it or to provide such information in any form other than that in which it would be normally provided to or by the Board or College administration.
- G. The assigned faculty office of the Federation chairman shall be deemed to be the office of the Federation. Board agrees to assign no other faculty members to said office. Federation may install necessary equipment, owned by it, in said office.
- H. The College Senate shall not function in areas of faculty salaries, terms of employment, working conditions, or grievances.

ARTICLE II
RIGHTS OF THE
FEDERATION
(Continued)

- I. Upon request of the Federation, the Board shall consult with the Federation on matters of mutual concern.
- J. The Federation representative shall be entitled to have any item appear on the agenda of any regular scheduled Board meeting and discuss these matters provided he notifies the Board three days in advance thereof.

ARTICLE III
RIGHTS OF THE
FACULTY

- A. All faculty member evaluations will be discussed with the faculty member and signed by him acknowledging discussion prior to being placed in his file. Any such material may be answered by the faculty member and such answer shall be attached to the evaluation in the file. A faculty member shall be provided with a copy of all items inserted in his personnel file, and said file shall be open to him.
- B. The Federation Chairman or his designated representative shall have a maximum load of nine contact hours for each semester, and shall suffer no loss in pay and no loss in full-time status.
- C. Preference for adjunct positions:
 1. Members of the bargaining unit shall have preference for teaching at night and during summer sessions to the extent of two courses per semester.
 2. The Board undertakes irrespective of otherwise established rates that members of the bargaining unit will not receive less than 120% of \$200 per contact hour.
 3. This provision in no way grants recognition to the Federation as collective bargaining representative of the adjunct faculty.

ARTICLE IV
FEDERATION DUES

- A. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization signed by the member to do so, the required amount of monthly Federation dues. The dues and a list of employees from whose pay they have been deducted shall be forwarded to the Treasurer of the Federation not later than ten (10) days after such deductions have been made.

ARTICLE V
CONDITIONS OF
EMPLOYMENT

A. Requirements for Academic Rank:

1. Teaching Faculty:

- a. Instructor: Masters Degree or thirty (30) graduate credits. Graduate work must be in areas relevant to teaching responsibility.
- b. Assistant Professor: Masters Degree or thirty (30) graduate credits; plus fifteen (15) additional credits; plus five (5) years collegiate teaching* or ten (10) years secondary school teaching, or fifteen (15) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility
- OR
- Doctorate in an area relevant to the field of teaching responsibility.
- c. Associate Professor: Masters Degree; plus forty-five (45) additional graduate credits; plus seven (7) years collegiate teaching* or fourteen (14) years secondary school teaching, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility
- OR
- Doctorate; plus four (4) years collegiate teaching experience* or eight (8) years secondary school experience, or ten (10) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.
- d. Professor: Doctorate; plus ten (10) years collegiate teaching experience* or twenty (20) years secondary school experience, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

* 2 years of high school teaching or 3 years of relevant business or industrial experience may be considered equivalent to 1 year of college teaching.

ARTICLE V
CONDITIONS OF
EMPLOYMENT
(Continued)

ERRATUM:

The equivalency clauses shall not be applied to the disadvantage of any member of the unit.

** 5 years of relevant business or industrial experience may be considered equivalent to 15 additional credits beyond the Master's Degree or equivalent. Such experience cannot be used at the same time to meet both academic and experience requirements.

*** 10 years of relevant business or industrial experience may be considered equivalent. Such experience cannot be used at the same time to meet both academic and experience requirements.

2. Student Personnel Division:

- a. Instructor: Masters Degree
OR
Baccalaureate Degree; plus five (5) years of appropriate experience.
- b. Assistant Professor: Masters Degree; plus five (5) years of appropriate experience
OR
Baccalaureate Degree; plus ten (10) years of appropriate experience
OR
Doctorate.
- c. Associate Professor: Doctorate; plus five (5) years of appropriate experience
OR
Masters Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.
- d. Professor: Doctorate; plus ten (10) years of appropriate experience.

3. Librarians:

- a. Instructor: Masters Degree or thirty (30) graduate credits in Library Science.
- b. Assistant Professor: Masters Degree or thirty (30) graduate credits in Library Science; plus five (5) years of appropriate experience.

ARTICLE V
 CONDITIONS OF
 EMPLOYMENT
 (Continued)

- c. Associate Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.
 - d. Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.
4. Nothing in the above requirements for rank shall be applied to effect a reduction from present rank of any faculty member.
- B. Nomination for Hiring or Promotion:
- 1. In September of each year each department, by secret ballot shall elect three members of the department to serve as an evaluation committee.
 - 2. The evaluation committee shall review the qualifications of all department members during the month of November to determine which members have met the academic and experience requirements for the next rank, or will have met them by September 1 of the following year, and unless there are valid professional reasons for withholding such action, shall recommend to the President promotion of all qualified faculty members to the appropriate rank. Employees who meet the requirements but are not recommended for promotion shall be advised in writing of the reasons for the negative action.
 - 3. The President, after giving due consideration to the recommendations of the evaluation committee and the requirements for rank and promotion as provided herein, shall make his recommendations to the Board of Trustees.
 - 4. In certain disciplines and instances, requirements listed above may be waived on recommendation of the President if, in his judgment, such action is in the best interest of the college.
- C. Decisions rendered in accordance with the provisions of this article shall be subject to review through the grievance procedure provided herein.

ARTICLE VI
LOAD

A. Basic Load, Hours, and Calendar

1. Teaching Faculty

- a. The normal teaching load for each teacher shall be fifteen (15) contact hours per semester, with a maximum of thirty (30) contact hours per academic year, subject to the following exceptions. Class preparations shall normally be limited to two, with three preparations as a maximum.

Exceptions:

1. Teachers in the department of Physical Education may be assigned up to 18 contact hours per semester, with a limit of thirty-six (36) contact hours per year, if more than half the load each semester consists of activities courses. Conversely, if such teachers are assigned a schedule of courses consisting of half health education courses, then they may be assigned to a maximum of fifteen (15) contact hours each semester.
2. Teachers in the Business Department may be assigned up to sixteen (16) contact hours per semester but not more than thirty (30) contact hours per year.
3. Teachers in the Secretarial Science Department who are assigned to three or more typing labs in a semester may be assigned up to sixteen (16) contact hours for such semester; and up to thirty-two (32) contact hours for two such semesters.
4. Teachers of more than one section of English Composition shall be assigned no more than twelve (12) contact hours per semester.
5. When it can be determined between Federation and President that individuals in other teaching areas have a load commensurate with that which is carried by teachers of more than one section of English Composition, then such individuals shall be scheduled for no more than twelve (12) contact hours per semester or twenty-four (24) contact hours per year.

Failure to agree on the establishment of such, individual's load is subject to review under the grievance procedure provided herein.

ARTICLE VI
LOAD (Continued)

- b. Faculty members shall maintain five hours per week for consultation with students, spread over at least three days. Such hours shall be in addition to such member's scheduled classes. Each faculty member shall post his schedule, on his office door including consultation hours, and also including an agreement to meet students at other mutually convenient times in addition if requested by students to do so. Each faculty member shall be assigned not more than twenty-five advisees.
- c. Faculty members shall be responsible, in addition to items a and b above, for the following:
 - 1) Attendance at General Faculty Meetings called by the President: The President may call any number of General Faculty Meetings at his discretion. Attendance by Faculty at three such meetings per academic year shall be made mandatory, and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require the attendance of all Faculty members at a meeting called for the purpose of dealing with an emergency. The notice of such meetings shall indicate that an emergency exists.
 - 2) Attendance at department meetings at least once each month.
 - 3) The President shall have the right to appoint any member of the bargaining Unit to any College-wide committee; but the member so appointed shall have the right to refuse to serve without prejudice.
 - 4) A maximum of thirteen (13) days per academic year for orientation, registration, or faculty workshops.
 - 5) Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College.

2. Non-Teaching Faculty

a. Librarians

- 1) Thirty-five (35) hours per week over five equal and consecutive days.
- 2) Shall work no more than eight consecutive hours including the lunch period in any one day.

ARTICLE VI
LOAD (Continued)

- 3) Work performed on Saturday, Sunday, and School holidays, or hours in excess of thirty-five (35) in a given week or eight in a given day shall be compensated for at the rate of one and one-half times the individual's computed hourly rate.
- 4) Librarian members of the bargaining Unit on the payroll during May 1969, may not be required to work on school holidays other than the Easter and Christmas recesses and the intersession; nor may they be required to work before 8:00 a.m. or after 5:00 p.m. or Saturdays or Sundays, or days on which the school is closed for inclement weather or other emergency reasons.
- 5) Librarians shall be compensated at the rate of 115% of the pay schedule of the teaching faculty according to rank and years of service, and shall not be required to work more than 225 days annually on a twelve-month schedule with provision for a one-month vacation.

b. Counselors

- 1) Thirty-five hours per week, working no more than a ~~eight~~ consecutive hours per day including their lunch period.
- 2) Shall be responsible for no more than 300 students per counselor.
- 3) Shall be compensated at 115% of the pay schedule for teaching faculty according to rank and years of service and shall not be required to work more than 225 days annually on a twelve-month schedule with provisions for a one-month vacation.
- 4) Hours in excess of thirty-five in a given week or eight in a given day shall be compensated for at the rate of one and one-half times the individual's computed hourly rate.
- 5) Counselors of the bargaining Unit on the payroll during May 1969, may not be required to work on school holidays other than the Easter and Christmas recesses and the intersession; nor may they be required to work before 9:00 a.m. or after 5:00 p.m. or on Saturdays or Sundays, or days on which the school is closed for inclement weather or other emergency reasons.

ARTICLE VI
LOAD (Continued)

c. College Nurse

The incumbent (as of June 1969) College Nurse shall work under the same conditions as Librarians and Counselors; shall be in attendance for not more than 190 days between the day following Labor Day and the following June 30th; and shall be paid on the teachers' salary scale according to her academic rank and years of service at Middlesex County College.

3. Overload

No faculty member shall be required to work beyond the basic load set forth above. Faculty may, however, voluntarily handle an overload during the regular College day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 6 2/3% of his regular salary for each contact hour of overload.

4. Restriction on Daytime Adjunct Faculty

Part-time or temporary shall mean employees who are assigned no more than two courses per semester. The total number of contact hours assigned to such part-time or temporary employees shall not exceed a total number of eleven contact hours per semester in each department of the College.

ARTICLE VII
MISCELLANEOUS

- A. The assignment of any instructor shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day. The regular assignment of any instructor shall not require his attendance on any day before 8:00 a.m. nor after 5:00 p.m. except where mutually agreeable.
- B. Teaching Facilities:
1. The Board shall provide adequate office space and equipment for each instructor including emergency two-way telephones easily accessible to the classroom areas. Said telephones may be used by faculty to receive emergency calls.
 2. The Board shall provide classroom space and supplies for each instructor at the inception of the semester or as appropriate, including:
 - a. Copies, exclusively for the instructor's general use, of all texts used in each course he is to teach, if not available gratis from the publisher.
 - b. Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.

ARTICLE VII
MISCELLANEOUS
(Continued)

- c. Gym uniforms for physical education instructors, smocks for art instructors, laboratory coats for lab science instructors, appropriate protective apparel for vocational technical education instructors, and any other material required for instruction.
- C. The Board shall provide clerical assistance adequate to meet the needs of the faculty.
- D. The faculty shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health or safety.
- E. The College nurse shall be on duty at all time that daytime classes are in session. Adequate provision for emergencies shall be made at all times.
- F. Assignments:
 - 1. Under no circumstance shall a faculty member be assigned in an area in which he has insufficient preparation.
 - 2. An involuntary change of assignment will be made only in case of emergency or to prevent undue disruption of the instructional program. In any event, such assignment shall be made through the departmental channels. Objections to such change are subject to the grievance procedure.
 - 3. Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption.
- G. Academic Freedom:

The faculty member shall have the freedom within his subject area to report the truth as he sees it in the classroom; and to report the truth as he sees it in reports of research activities. There shall be no restraints which would impair the faculty member's ability to present his subject matter in this context.
- H. Academic Calendar:

Academic calendar shall read as follows: Requirement for faculty attendance shall not exceed 276 calendar days from the date of reporting at the beginning of the academic year. In addition, faculty members shall not be required to be in attendance during Christmas and Spring recess, or on Public Holidays or during intersession or at other times when classes are not in session except for the thirteen days in Article VI, A 1 B 4 of this contract. The 1970-71 academic calendar shall be negotiated between the President or his designee and the Federation before adoption.

ARTICLE VII
MISCELLANEOUS
(Continued)

I. College Week:

1. Teaching faculty programs shall be so arranged that faculty members fulfill their work-load commitment in the fewest possible days of the week. Preference shall be given on the basis of seniority. All regular assignments shall be on weekdays, Monday through Friday.
2. Programs shall be issued to teaching faculty at least three days before the beginning of the semester. Provided the Department Chairman approves, faculty shall be free to exchange teaching assignments provided that the transferees are qualified to teach the course.
3. Teaching faculty shall not be required to be present at the College on days when they do not have teaching assignments except as otherwise required by this agreement.

J. Faculty Facilities:

1. The Board shall make available in each new building used for offices or instruction adequate restroom and lavatory facilities exclusively for faculty use plus one room which shall be reserved for use as a faculty lounge. Board shall provide faculty lounges in Raritan and Main Halls and shall not reduce the number of existing lounges in any building.
2. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and students shall be forbidden to park in them. The number of faculty spaces shall be at least equal to the number of faculty members. Faculty shall at all times adhere to current parking and traffic regulations of the College.

K. Vacancies:

1. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty at least 10 days prior to its publication elsewhere.
2. If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to rank and/or pay of the newly hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.
3. All applicants for such opening shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.

ARTICLE VII
MISCELLANEOUS
(Continued)

L. Outside Activities:

Any lawful activity by any member of the bargaining unit shall not affect in any way his employment with the institution.

M.. Travel:

Whenever personal transportation by automobile is required as a part of the regular duties of a faculty member, a college vehicle shall be used. If a College vehicle is unavailable, the faculty member, may, at his option, use his personal vehicle in which event the Board will pay 12¢ per mile from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6. et. seq; or use public transportation at Board expense. Faculty members who do not hold valid driver's licenses shall not drive college vehicles and shall use public transportation at Board expense.

N. Admission to Courses:

1. Faculty members are to be granted tuition free entrance for credit to any classes they desire so long as there is no conflict with their own assignment.
2. Faculty dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition free entrance for credit to any classes for which they meet entrance requirements.
3. The above two clauses are to be extended to faculty and faculty dependents of all other institutions of higher education in the state which will reciprocally grant the same consideration.

O. Group Health Insurance:

The Board shall provide without cost to the instructor full family health care insurance benefits to the extent and under the same terms and conditions as provided in 1968-69. The insurance carrier shall be AAA rated in Best's Insurance Guide. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing October 1 and ending September 30; when necessary, premiums shall be made retroactively or prospectively to assure uninterrupted participation and coverage, including persons on leave under Article VIII.

P. Physical Condition:

The Board shall arrange annually, if vaccine is available, to provide free Flu shots in October to all faculty members who desire them.

Q. Employees included in the bargaining unit are required to perform those duties which are provided for herein.

ARTICLE VII
MISCELLANEOUS
(Continued)

R. Textbooks and Other Teaching Materials:

Subject to the approval of Department Chairmen, all texts and other teaching materials shall be selected by the faculty member; where multiple sections occur, all faculty members involved shall agree on the texts to be used. Selections shall be submitted on or before the date selected by the Dean of Faculty.

S. Agreement:

a. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-law provision of the Federation heretofore in effect.

All faculty contracts covering the period of this Agreement shall be made expressly subject to the terms of this Agreement.

b. Copies of this Agreement shall be incorporated in the Faculty Manual and presented to all instructors now employed or hereafter employed by the Board. The Faculty Manual shall be available on the first day of classes of each year.

c. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, 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.

d. This Agreement shall not be effective until approved as to form by Counsel for the Federation and for the Board.

T. Job Descriptions:

The determination of the duties and rate of pay for all new positions or possible changes in current positions within the bargaining unit shall be negotiated with the Federation prior to implementation by the Board.

U. Official Announcements:

The Administrative Officers of the College shall promptly make available to the Faculty any official announcements coming to their attention of grants available to the Faculty and of new legislation which in the opinion of said officers is of interest to the Faculty.

ARTICLE VIII
FACULTY BENEFITS

A. Paid Leaves of Absence:

1. Sick Leave:

a. Sick leave shall be granted to faculty pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq. Additional sick leave shall be granted by the Board upon the establishment of the following facts.

a.1. That the individual is physically unable to return to duty after exhaustion of accumulated sick leave, as established by a physician's certificate.

a.2. That there is no record of abuse of sick leave privileges in the past by the individual involved.

2. Bereavement:

a. Leave not to exceed three days will be allowed for each death in the immediate family of a faculty member. The immediate family shall be defined as spouse or children, parents or parents-in-law, siblings or siblings-in-law, or other members of the faculty member's household. Two (2) additional days shall be allowed in the event of the death of a spouse or child.

3. Family Illness:

a. In case of the critical illness of a member of the faculty member's household, leave of not more than five (5) days per academic year, non-accumulative, shall be granted.

4. Jury Duty:

a. Faculty members shall be excused from work for jury duty, and shall be paid regular salary less the jury fee for such periods of service.

5. Court Appearance:

a. A faculty member who is lawfully subpoenaed to appear before any court or similar agency shall be granted leave sufficient to cover such appearance, provided the reasons therefor involve no moral turpitude on his part.

6. Sabbatical Leaves:

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

a. The faculty member must have completed seven (7) years continuous service at the College, since beginning service or since his last sabbatical leave.

ARTICLE VIII
FACULTY BENEFITS
(Continued)

- b. The leave must be applied for at least one year in advance, with the specific study or research purpose clearly stated in the application.
 - b.1. Applications shall be submitted to a committee consisting of three persons appointed by the Federation and three persons appointed by the President.
 - b.2. After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie.
- c. Not more than 10% of the eligible faculty may be on sabbatical leave at any one time.
- d. Sabbatical leaves may be one semester or two semesters in duration. Full salary will be paid for a one-semester leave, and half-salary for a two-semester leave.

7. Personal Leave

Reasonable leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance and provision made for handling responsibilities in the faculty member's absence. This leave will be at regular pay and shall not exceed two days per academic year.

B. Documentation:

- 1. The President or his designee will inform every member of the collective bargaining unit on or before September 15 of each year as to the number of sick days accumulated to his credit on that date.

Instructors absent because of illness or physical disability will cause the fact to be reported to the respective Department Chairman's office in advance of the next assigned class meeting or other obligation.

ARTICLE VIII
FACULTY BENEFITS
(Continued)

C. Unpaid Leaves of Absence:

1. A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his field of teaching, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
2. A leave of absence of up to two (2) years shall be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities, provided said faculty member states his intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
3. A military leave of absence shall be granted to any faculty member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
4. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leaves, such faculty members shall be placed at the same position on the salary schedule that they would have attained had they taught in the College during such period.

ARTICLE VIII
FACULTY BENEFITS
(Continued)

5. A faculty member who is elected or appointed to a political office which required his absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he be re-elected or re-appointed to the same political office for an ensuing term, or elected or appointed to a different political office, his leave of absence shall be terminated. Upon his return at the end of two years, he shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
 6. Maternity leave for a maximum period of one year may be granted subject to some adjustment by the Administration to avoid schedule conflict. Upon request, the Board may extend such leave beyond the one-year limit if it so desires.
 7. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
 8. The benefits described in Section "C", Article VIII hereof shall be available to tenured faculty members. At Board discretion, probationary faculty members will be granted benefits described in Section "C", Article VIII hereof. Military leave will be available to all faculty members. The Board will maintain payments for health and pension benefits of employees who are not otherwise covered for health and pension benefits while they are on leave under Section "C", Article VIII hereof.
- D. If at the time of termination of employment a member of the bargaining unit has accumulated vacation time, he shall be compensated for it in cash up to 21 days.

ARTICLE IX
GRIEVANCE
PROCEDURE

- A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit or the Federation itself, hereinafter referred to as a "Grievant", based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, or regulation of the Board of Trustees.
- B. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his Department or Division Head or the appropriate administrator.
- C. If, as the result of the informal discussion with the Division or Department Head or administrator, a grievance still exists, the Grievant may invoke the formal grievance procedure in writing signed by the Grievant and the Federation. Two copies of the grievance shall be filed with the President of the College or a

ARTICLE IX
GRIEVANCE
PROCEDURE
(Continued)

representative designated by him.

- D. Within seven (7) calendar days from the date of filing, the President or his designee shall meet with the Grievant and the Federation in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within seven (7) calendar days of said meeting.
- E. If either the Federation or the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in Paragraph D, the grievance shall be transmitted to the Board of Trustees by filing a written copy thereof with the Chairman of the Personnel Committee of the Board. The Board shall dispose of the grievance within ten (10) days in writing to the Federation, and shall state its reason in the event the grievance is denied.
- F. If either the Federation or the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph E, and it shall involve, "An event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees", it may within ten (10) days after notification of the decision of the Board of Trustees be appealed to arbitration. Such appeal shall be in writing and shall be delivered to the American Arbitration Association, or to the Public Employment Relations Commission if the service is provided by said Commission free of charge, and the Board of Trustees within said ten-day period, and if not so delivered, the grievance shall be abandoned and terminated. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association or the Public Employment Relations Commission.

The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than twenty (20) days from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding the disposition of the "event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees" and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under the laws of the State of New Jersey. The arbitrator shall not usurp the functions of the Board of Trustees under law and this agreement. The arbitrator's fees and expenses shall be shared

ARTICLE IX
GRIEVANCE
(Continued)

equally by the parties unless PERC shall provide for the services of arbitrators without cost to the parties.

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

- G. Persons who may be required by either party to be present for the purpose of this Article are defined as the Grievant, the appropriate Federation representative, the Board representative, and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.
- H. No reprisals of any kind shall be taken against any faculty member for participating in any grievance. If any faculty member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all professional compensation lost. The arbitrator shall be empowered to make a compensatory award.
- I. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
- J. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants.
- K. No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- L. A grievance may be withdrawn at any level.

ARTICLE X
PROFESSIONAL
BEHAVIOR

- A. Faculty members are expected to comply with reasonable rules regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.
- B. Alleged breaches of discipline shall be promptly reported in writing to the offending faculty member and to the Federation.
- C. A faculty member shall at all times be entitled to have present a representative of the Federation when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Federation is present.

ARTICLE XI
COMPENSATION

A. The salary guide for teaching faculty 1969-70 shall be as follows, based on "load" as set forth in Article VI, a-1 hereof:

| | Assistant Inst. (non-permanent) | Instructor | Ass't Prof. | Assoc. Prof. | Professor |
|-----------|------------------------------------|------------|----------------|-----------------|-----------|
| Minimum | 6,600. | 8,071. | 9,600. | 11,900. | 13,900. |
| Maximum | 9,000. | 10,600. | 13,100. | 15,600. | 18,200. |
| Increment | 300. | 421. | 583. | 617. | 717. |
| Steps | 3 | 7 | 7 | 7 | 7 |

B. The procedure for establishing the exact salary of each teaching member of the bargaining Unit employed during 1968-9 and to be re-employed for 1969-70 shall be as follows:

- a) Persons currently below new minimum for their rank:
 - 1) Add to current salary amount necessary to reach new minimum.
 - 2) Add one increment (at new rate) for each year of completed service at Middlesex County College; provided that total increase over 1968-9 salary shall not exceed 19% and shall not be less than 10%.
 - 3) One semester or more of service in any given year shall be deemed to be a "completed" year for purposes of this section.
- b) Persons currently above the new minimum for their rank:
 - 1) Add to current salary one increment (at new rate) for each year of completed service at Middlesex County College; OR 10% of 1968-9 salary for one-year's service; 12½% for two years; or 15% for three years; whichever is greater.
 - 2) One semester or more of service in any given year shall be deemed to be a "completed" year for purposes of this section.

C. One-hundred dollars (\$100.00) toward the cost of salary continuation insurance, shall be paid by Board on behalf of each member of the bargaining Unit. The insurance shall provide that 85% of each individual's salary shall be guaranteed up to maximum of \$250 per week commencing with the 60th calendar day and extending to age 65 in case of illness and commencing with 60th calendar day and extending for life in case of accident.

D. Athletic Coaching Fees:

Board agrees to pay Coaches during the 1969-70 academic year 120% of fees paid during 1968-69 academic year.

ARTICLE XII
INTERIM CHANGES
AND NEGOTIATIONS

- A. The Board agrees that it will make no changes in existing policy relative to wages, hours, and other conditions of employment without appropriate prior consultation and negotiations with the Federation.
- B. Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this agreement shall not be the subject of further negotiation during the term of this Agreement. The Federation and Board bargaining representatives shall meet, unless otherwise mutually agreed within four days of the receipt of the communication and shall continue to meet until the matter being negotiated has been resolved by agreement.

ARTICLE XIII
DURATION OF
AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this _____ day of _____

THE BOARD OF TRUSTEES
OF
MIDDLESEX COUNTY COLLEGE

THE FACULTY ORGANIZATION
OF
MIDDLESEX COUNTY COLLEGE
LOCAL 1940 AFT (AFL-CIO)

Chairman

President

Secretary

Attest

MIDDLESEX COUNTY COLLEGE
Edison, New Jersey 08817

August 7, 1969

ERRATA to be attached to agreement entered into as of the first day of July 1969 between the Board of Trustees of Middlesex County College and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, Local #11:

1. Page 2, "Probationary Period" paragraph 1, line 5; delete the word "is" between "reasonably" and "justified."
2. Page 2, "Hours of work, Overtime," paragraph 3; Add at the beginning of paragraph "Employees working a regular shift which includes Saturdays shall be paid one and one-fourth (1 1/4) times their regular hourly rate for hours worked on Saturdays; Other..."
3. Page 3, "Hours of work, Overtime," paragraph 9, line 3, last word; change "Tools" to read "Tolls."
4. Page 4, "Force Reduction," paragraph 4, line 2; insert a comma between "College" and "he."
5. Page 8, "Grievance Procedure and Arbitration" Add 1.(c) "In the event the grievance is not satisfactorily settled by the discussion in step 1(b) then within three working days same shall be the subject of a conference between the Union and the President of the College."
6. Page 9, "Miscellaneous Provisions," paragraph 5, line 3; add "This prohibition shall not apply to work-study students."
7. Page 10, "Salary Schedule", paragraph following tabulation; Insert the word "mechanic", between "Every" and "Custodian" at the beginning of the first line.