

COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE
FACULTY ASSOCIATION

and

THE BURLINGTON COUNTY COLLEGE
BOARD OF TRUSTEES

1981 - 1982

LIBRARY
Institute of Management and
Labor Relations

SEP 01 1981

RUTGERS UNIVERSITY



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	Recognition of Employee Representative	1
II	Negotiation Procedures	2
III	Appointment of Unit Members	4
IV	Retention of Unit Member	6
V	Non-Reappointment	7
VI	Contract Period	8
VII	Contract Content	8
VIII	Resignations	8
IX	Non-Discrimination	8
X	Reduction in Staff	9
XI	Association Rights and Responsibilities	10
XII	Instructors' Rights and Responsibilities	21
XIII	Management Rights and Responsibilities	24
XIV	Staff Support	25
XV	Evaluation Procedures	27
XVI	Promotion Procedures	32
XVII	Tuition Reimbursement	34
XVIII	Instructional Load Formula	40
XIX	Assignment of Overload Courses	48
XX	Supplemental Term Assignments	50
XXI	Attendance at College Meetings and Activities	52
XXII	Instructional Workweek	53
XXIII	Office Hours	55
XXIV	Academic Freedom	56
XXV	Salaries	57



<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
XXVI	Health Benefits Plans and Retirement/ Life Insurance Programs	60
XXVII	Leaves	64
XXVIII	Sabbatical Leave	71
XXIX	Grievance Procedure	74
XXX	Personnel Files	80
XXXI	Counselor Workload	82
XXXII	Joint Appointments	84
XXXIII	Duration of Agreement	85
APPENDIX A	Instructional Workload Formula	A 1
B	Student Evaluation & Instructor Return Form	A 18
C	Classroom Visitation Form	A 20
D	Tuition Reimbursement Form	A 22
E	Matrix of Dates for Evaluation, Promotion, Non-Re-Appointment and Tenure Review	A 24
REFERENCE A	Individual Employment Contract and Memorandum of Assignment	R 2
B	Board Policy #126	R 5
C	College Pay Dates	R 13
D	Sabbatical Leave Form	R 16
E	Demand and Return System	R 18



1 THIS AGREEMENT is entered into by and between the Board of Trustees
2 of Burlington County College, hereinafter referred to as the "Board",
3 or as the "College" and the Burlington County College Faculty Associa-
4 tion, hereinafter referred to as the "Association."

6 ARTICLE I

7 RECOGNITION OF EMPLOYEE REPRESENTATIVE

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

- 13 1. Full-time teaching faculty holding the rank of instructor,
14 Assistant Professor, Associate Professor or Professor.
- 15 2. Full-time Student Development and Learning Resources
16 personnel holding faculty rank.

17 B. All other personnel are excluded from the bargaining unit.

18 C. Unless the context otherwise requires, any reference to instructor,
19 teacher, professor, faculty, instructional personnel, student
20 development personnel and learning resources personnel as used
21 herein shall apply to all employees in the bargaining unit as
22 defined above.

23 D. The term "unit members" shall mean all personnel covered by the
24 terms of this agreement.

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3 ARTICLE II

4 NEGOTIATION PROCEDURES

- 5 A. The parties agree to enter into collective negotiations on October 1,
6 1981 for a successor agreement.
- 7 B. During negotiations, the representatives shall present relevant
8 data, exchange points of view and make proposals and counter-proposals.
9 The Board shall make available to the Association data and infor-
10 mation required by law to be made available to the public, including
11 HEGIS Reports.
- 12 C. Neither the Board nor the Association shall have or exercise control
13 over the selection of the negotiating representatives of the other
14 party and it is mutually pledged that said representatives shall
15 have all necessary authority to make proposals, consider proposals
16 and make counter-proposals during negotiations. No formal
17 negotiations shall take place unless the designated Chief Negotiator
18 of both parties is present.
- 19 D. The Agreement incorporates the entire understanding of the parties
20 on all matters which were or could have been the subject of
21 negotiations. During the term of this Agreement, neither party
22 shall be required to negotiate on any such matter whether or not
23 covered by this Agreement and whether or not within the knowledge
24 or contemplation of either party at the time this Agreement was
25 negotiated, signed and ratified.
- 26 E. The Board agrees not to negotiate with any faculty member individ-
27 ually or with any faculty organization other than the Association
28 for the duration of this Agreement.

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F. Upon mutual consent of the parties, a matter of significant impact may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties. Minor contract modifications may be made by mutual agreement of the respective chief negotiators. Such changes shall be made, initialled, and become part of the Collective Agreement.

G. Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

H. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

1 ARTICLE III

2 APPOINTMENT OF UNIT MEMBERS

3 A. Initial Appointment

4 Unit members will be appointed in accordance with guidelines
5 established by the Board. In making appointments, the Board of
6 Trustees shall act upon the recommendation of the President.

7 Initial salaries will be determined on an individual basis by
8 the President or his/her designee.

9 B. Unit Member Contract Year

10 The initial contract period for full-time, 10-month unit members
11 will include the Fall Semester, Winter Semester, and Spring Term
12 or the Summer Term, Fall Semester, and Winter Semester. The
13 faculty member's contract period may not be changed without
14 his/her prior written approval.

15 C. Learning Resources Personnel and Curriculum Coordinators

16 1. Represented personnel in the Division of Learning Resources
17 may be assigned either a ten (10) or twelve (12) month contract
18 for the life of this Agreement. Under either option, these
19 personnel shall work a thirty-seven and one-half ($37\frac{1}{2}$) hour
20 workweek except Coordinators whose work schedule shall be
21 determined by the division chairperson after consultation
22 with the unit member.

23 2. These contract periods may not be changed except by mutual
24 agreement between the applicable Division Chairperson or
25 Administrative Supervisor and the person concerned.

26 3. Personnel who accept the 12-month contracts shall be subject
27 to the official college calendar and workdays applicable

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to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLES XVIII and XXV of this Agreement.

D. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, s/he shall be paid on a prorated basis for that period of time which s/he is employed. S/he shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.
3. Exceptions may be made during supplemental terms to paragraph two (2) above providing that the provisions of Article XX are adhered to.

ARTICLE IV

RETENTION OF UNIT MEMBER

A. Reappointment

1. The Board shall issue renewal contracts to all instructional personnel approved for reappointment not later than March 15 of each year provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least 15 calendar days prior to that date. In the event such Agreement has not been concluded, then individual contracts shall be issued within 15 calendar days following ratification of such Agreement.

2. The President of the Faculty Association and the appropriate Division Chairperson and/or Administrative Supervisor shall receive on March 29 or 14 days after individual contracts have been issued, whichever is later, a list, from the Office of the Director of Personnel Affairs, of all faculty members who have not returned signed contracts. Failure of instructional personnel to return a signed contract to the Personnel Office of the College within 16 calendar days of issuance may be interpreted that reappointment is not desired and that the person has resigned. Exceptions may be made upon written request for extension. Such request must include a specific date by which the instructor will submit the contract which shall not be more than 10 calendar days beyond original due date unless otherwise agreed to by the President of the College.

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ARTICLE V
NON-REAPPOINTMENT

A. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

5 - Year Tenure

2nd Year Contract	-	March 15 of 1st year
3rd Year Contract	-	February 15 of 2nd year
4th Year Contract	-	February 15 of 3rd year
5th Year Contract	-	February 15 of 4th year
6th Year Contract	-	February 15 of 5th year

B. All such notices are to be given no later than the dates shown, 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.

C. Delivery of such notice shall be made personally to the faculty member affected if she/he is on campus on the required date. In the event such 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.

1 ARTICLE VI

2 CONTRACT PERIOD

3 The contract period for full-time, ten (10) month unit members will
4 include Fall/Winter/Spring or Summer/Fall/Winter.

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6 ARTICLE VII

7 CONTRACT CONTENT

8 Individual Employment Contracts will be issued to full-time faculty for:

- 9 A. All divisional appointments and renewals
10 B. All supplemental term assignments.

11 A Memo of Assignment will be issued to faculty who coach or sponsor
12 activities as described in Article XXV, paragraph E.

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14 ARTICLE VIII

15 RESIGNATIONS

16 Unit members who wish to resign shall submit such resignation, in writing,
17 to the President of the College at least 60 days prior to the effective
18 date of such resignation.

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20 ARTICLE IX

21 NON-DISCRIMINATION

- 22 A. The provisions of this Agreement shall be applied equally to all
23 employees.
24 B. The parties agree to adhere to applicable laws and regulations
25 pertaining to non-discrimination.

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ARTICLE X

REDUCTION IN STAFF

Whenever it is necessary to decrease the number of tenured unit members due to financial exigencies, or due to the diminution of the number of students within the College, the Board of Trustees, upon recommendation of the President, will act in accordance with the prevailing statute(s) (18A: 60-3).

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ARTICLE XI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Business

1. 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 or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

2. In recognition of services as a faculty leader and college advisor, the President of the Faculty Association shall be granted 3 points per semester and 2 points per term as part of his/her load during his/her normal contract period. In the event the President is a non-teaching faculty member, she/he will receive supplementary remuneration based on the above points multiplied by the point factor appropriate to his/her academic rank as identified in ARTICLE XVIII. In such case, the President of the Association shall fulfill the regular obligations of his/her position and workweek exclusive of time devoted to services as faculty leader and college advisor. Point values granted under this provision shall be paid at full value.

B. Use of College Property

1. With the prior approval of the President or his/her designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual

1 use (which shall not require prior approval), at such times and
2 places that will not interfere with, delay or defer any activities
3 or functions of the College.

4 C. Association Liability

5 1. The Association will be responsible for payment of all damages
6 to or loss of equipment and facilities due to the fault of the
7 Association. The Association shall supply at its own cost or
8 reimburse the College for stationery and other consumable items
9 required for its use in carrying on the administrative, financial
10 or operational functions of the Association.

11 D. Use of College Mail and Telephone Systems

12 1. The Association will be permitted the use of the College communica-
13 tions system including internal mail and telephone systems. In
14 all uses of the mail system for Association purposes, the contents
15 must be identified as originating with the Association and bear
16 the name or signature of an authorized Association representative.
17 2. Use of the telephone shall be limited to internal use and such
18 outside calls as are in the regular calling area of the College
19 system. Long distance and toll calls shall be paid for by the
20 Association.

21 E. Use of Bulletin Boards

22 1. The Association may post notices on mutually agreeable bulletin
23 boards. All material posted must relate to official business
24 of the Association.

25 F. Payroll Deductions for Association Dues

26 1. Introduction

27 Deductions from the payroll of any employee represented by the

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1 Association for the purpose of paying dues to the Associations
2 enumerated in Paragraph 2 below shall be made in accordance with
3 N.J.S.A. 52:14-15.9e and the prevailing business practices of
4 the College.

5 2. Associations Eligible for Dues Deductions and Representation
6 Fee Deductions.

- 7 a. Burlington County College Faculty Association.
8 b. Burlington County Education Association and/or its Higher
9 Education Affiliate.
10 c. New Jersey Education Association and/or its Higher Education
11 Affiliate.
12 d. National Education Association and/or its Higher Education
13 Affiliate.
14 e. Association of New Jersey County College Faculties.

15 3. Authorization to Commence Deductions.

- 16 a. All authorizations for deductions shall be made only in
17 accordance with a properly completed and signed form
18 mutually agreeable to the parties.
19 b. Each unit member shall submit his/her written authorization
20 form bearing his/her signature to the Association Treasurer
21 or her/his Treasurer.
22 c. Notice of the name of the Association Treasurer and her/his
23 designee shall be submitted by the Association President
24 to the Director of Personnel Affairs or her/his designee.
25 d. The Association Treasurer or her/his designee will submit
26 all completed authorization forms to the Director of Personnel
27 Affairs or her/his designee. The Director of Personnel

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1 Affairs or her/his designee will only accept authorization
2 forms from the Association Treasurer or her/his designee,
3 not from any other individual unit member. Any form which
4 is incomplete or incorrect will be returned to the Associa-
5 tion Treasurer or her/his designee.

6 e. All authorization forms must be received by the Director of
7 Personnel Affairs or her/his designee at least thirty (30)
8 days prior to the date of the first deduction. Deductions
9 shall be made only after properly executed forms have been
10 received by the Director of Personnel Affairs or her/his
11 designee.

12 4. Authorization to Terminate Association Dues Deductions.

13 a. A unit member's consent to the College to deduct Association
14 dues will not require annual renewal.

15 b. It is the responsibility of any unit member desiring to
16 terminate Association dues deductions to so notify the
17 Association Treasurer or her/his designee in written corres-
18 pondence bearing the unit member's signature.

19 c. Written notifications to terminate Association dues deductions
20 will be submitted by the Association Treasurer or her/his
21 designee to the Director of Personnel Affairs or her/his
22 designee. The Director of Personnel Affairs or her/his
23 designee will only accept authorization forms from the desig-
24 nated Association Treasurer or her/his designee and not from
25 any other individual unit member.

26 d. Once authorization to make Association dues deductions has
27 been received by the Director of Personnel Affairs or her/his

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1 designee, the College shall continue to make such deductions
2 until notified in writing to stop same or until the employee
3 terminates employment with the College. Notification to
4 stop deductions by any employee who shall remain on the payroll
5 but whose sole desire is to terminate her/his membership in
6 the Association must be received by the Director of Personnel
7 Affairs or her/his designee a minimum of thirty (30) working
8 days prior to the desired date of dues cessation. The only
9 acceptable dates of cessation are January 1 and July 1.

10 5. Dues Rates

11 The Associations named in Paragraph 2 hereinbefore shall certify
12 to the Director of Personnel Affairs or her/his designee in
13 writing, the rate of its membership dues a minimum of thirty (30)
14 working days prior to the date of the first payroll deduction.

15 6. Payroll Deductions

16 a. Deduction Schedule

17 Each fiscal year, one twentieth (0.05) of the total annual
18 deductions of any and all Associations described in Paragraph
19 2 above for which proper authorization has been received by
20 the Director of Personnel Affairs or her/his designee shall
21 be deducted from the employee's paychecks commencing with the
22 second paycheck of the ten (10) month paydate schedule and
23 concluding with the final paycheck of the ten (10) month
24 paydate schedule.

25 b. A deduction will be made only if there is available an
26 amount sufficient to cover, in full, the authorization after
27 the priority of all remaining statutory and other payroll

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1 deductions have been met. Failure to have sufficient net
2 pay available for the College to perform the full Associa-
3 tion dues deductions will relieve the Board of its respon-
4 sibility to collect that amount from the unit member for
5 that pay period.

6 c. Remittance of deductions shall be made to the Association
7 Treasurer by the College Accounting Department no later than
8 the 15th of the month following that in which the deductions
9 were made.

10 d. Upon the termination of employment of any employee, the
11 College will not collect any monies for unpaid dues for
12 months subsequent to the employee's terminating date.

13 e. The Director of Personnel Affairs or his/her designee
14 shall notify the Association of the termination of any Unit
15 Member within one (1) workday of the time such notification
16 is received by him/her.

17 G. Payroll Deductions for Representation Fee

18 (Please Note: This provision of the Agreement shall become effective
19 on July 1, 1981).

20 1. Introduction

21 a. If an employee does not become a member of the Association
22 during any membership year (i.e., from September 1 to the
23 following August 31) which is covered in whole or in part
24 by this Agreement, said employee will be required to pay
25 a Representation Fee to the Association for that membership
26 year. The purpose of this fee will be to offset the employee's
27 per capita cost of services rendered by the Association as

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1 majority representative.

2 b. Under the authority of N.J.S.A. 34:13A-5,6,7 & 8, the
3 College shall in accordance with the provisions stated
4 herein and the prevailing business practices of the College
5 deduct from the payroll of any unit member who is not a
6 member of the Association an amount equivalent to 85% of
7 the regular membership dues, initiation fees and assessments
8 charged by the Association to its own members less the cost
9 of benefits financed through the dues, fees and assessments
10 and available to or benefitting only its members but in no
11 event shall such fees exceed 85% of the regular membership
12 dues, fees, and assessments. This representation fee shall
13 be in lieu of dues for services rendered by the Association
14 to unit members who are not members of the Association.

15 2. It is the Association's sole responsibility to have established
16 and continue to maintain a Demand and Return System (enclosed as
17 Informational Reference 2) which provides:

18 a. Pro rata returns as described in New Jersey Statute
19 N.J.S.A. 34: 13A-5,6,7, & 8.

20 b. A provision by which employees who pay a representation
21 fee in lieu of dues may obtain review of the amount
22 returned through full and fair procedures placing the burden
23 of proof on the Association.

24 Any such appeals shall be processed through this system
25 and not through the Grievance Procedure contained in
26 Article XXIX .

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3. Collection of this representation fee does not require any Unit member to become an Association member.

4. Payroll Deductions

a. Effective Date of Commencement of Deductions

(1) For employees who are on the payroll as of August 31 of each year:

The second paycheck of the ten(10) month paydate schedule

(2) For employees reentering the unit who previously served in a position included in the unit who continued in the employ of the College in a non-unit position and for employees who are recalled from layoff:

The first paycheck of the month following the successful completion of the first forty (40) working days of employment in a unit position following employee's reentry into the unit.

b. Deduction Schedule

Each year, one twentieth (0.05) of the total annual deductions shall be deducted from the employee's paychecks commencing with the second paycheck of the ten (10) month paydate schedule and concluding with the final paycheck of the ten (10) month paydate schedule. No deductions will be made in July or August.

c. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net

1 pay available for the College to perform the full
2 Representation Fee deductions will relieve the Board of
3 its responsibility to collect that amount from the unit
4 member for that pay period.

5 d. Remittance of deductions shall be made to the Association
6 Treasurer or her/his designee by the College Accounting
7 Department no later than the 15th of the month following
8 that in which the deductions were made.

9 e. Upon the termination of employment of any employee, the
10 College will not collect any monies for unpaid representa-
11 tion fee deductions for months subsequent to the employee's
12 termination date.

13 5. Determination of Employees From Whose Paychecks the Representation
14 Fee is to be Deducted.

15 a. On or about the last day of each month, the Director
16 of Personnel Affairs or her/his designee will submit to
17 the Association Treasurer or her/his designee a list
18 (including names, position titles and dates of employment)
19 of all employees who began their employment in a unit
20 position during that month.

21 b. The College will deduct the representation fee from the
22 paycheck of any employee for whom the College does not
23 have an Association Dues Deduction Authorization Form.

24 6. The Association shall indemnify and hold the College harmless
25 against any and all claims, demands, suits, and/or other forms
26 of liability, including liability for reasonable counsel fees
27 and other legal costs and expenses, that may arise out of or

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1 by reason of any action taken or not taken by the College in
2 conformance with this provision of the Agreement.

3 H. Optional Payroll Deductions Made Available to Employees At the
4 Request of the Association.

5 1. Introduction

6 Deductions from the payroll of any employee will be made upon
7 the request of any employee for payments to the organizations
8 enumerated in Paragraph 2 in accordance with any appropriate
9 laws and regulations and the prevailing business practices
10 of the College.

11 2. Organizations Eligible for Deductions

- 12 a. Atlantic-Burlington County Public Employee
13 Federal Credit Union.
- 14 b. Washington National Insurance Company.
- 15 c. Others which may be mutually agreed upon and which
16 are permitted by any appropriate laws and regulations.

17 3. Authorization to Commence Deductions.

- 18 a. All authorizations for deductions shall be made only
19 in accordance with a properly completed and signed form
20 mutually agreeable to the parties.
- 21 b. All authorization forms must be received by the Director
22 of Personnel Affairs or her/his designee at least thirty
23 (30) days prior to the date of the first deduction.
24 Deductions shall be made only after properly executed
25 forms have been received by the Director of Personnel
26 Affairs or her/his designee.

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1 4. Deduction Rates and Amounts.

2 The organizations named in Paragraph 2 herein before shall
3 certify to the Director of Personnel Affairs or her/his
4 designee in writing, the rate of its membership dues, a
5 minimum of thirty (30) working days prior to each September 1.

6 5. Payroll Deductions

7 a. Deduction Schedule

8 (1) Each fiscal year, one twentieth (0.05) of the total
9 annual deductions for the Washington National In-
10 surance Plan for which proper authorization has been
11 received by the Director of Personnel Affairs or her/
12 his designee shall be deducted from the employee's
13 paychecks commencing with the second paycheck of the
14 ten month paydate schedule. No deductions will be
15 made in July or August.

16 (2) Deductions for the Credit Union will be made from
17 each appropriate paycheck.

18 b. A deduction will be made only if there is available an
19 amount sufficient to cover, in full, the authorization
20 after the priority of all remaining statutory and other
21 payroll deductions have been met. Failure to have
22 sufficient net pay available for the College to perform
23 the full Association dues deductions will relieve the
24 Board of its responsibility to collect that amount from
25 the unit member for that pay period.

26 c. Upon the termination of any employee, the College will not
27 collect any monies for deductions for paydates subsequent
28 to the employee's final paycheck.

ARTICLE XII

INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

A. Outside Employment and Course Work

1. All faculty members recognize primary responsibility to their position at Burlington County College.

B. Instructor's Course and Classroom Rights and Responsibilities

1. Consistent with the stated catalog course descriptions, the primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the faculty member who teaches the course.

2. In courses which are part of a sequence, it is the responsibility of the instructor to establish goals and course content so as to prepare students for the sequential course offerings.

3. Where more than one faculty member teaches the same course, the instructors, in consultation with the division chairperson, must agree on a basic core content.

4. The instructor shall be free to request any books, magazines, newspapers or other materials to be purchased by the library or his/her division or area, subject to budgetary limitations.

5. The instructor is responsible for evaluating the academic progress of his/her students and for assigning grades in accordance with the grading system of the College.

6. The instructor shall be required to report to his/her designated teaching station at scheduled times. Whenever the instructor is unable to meet his/her class, s/he will make every effort

1 to report his/her inability to do so to his/her immediate super-
2 visor, to that supervisor's secretary, or to another instructor,
3 in that area, sufficiently prior to such absence as to enable
4 the class to be rescheduled or to assign an appropriate sub-
5 stitute.

6 7. The administrative use of an electronic monitor or communica-
7 tions device during the meeting of class shall be permitted
8 only with the prior approval of the instructor concerned.

9 8. Classrooms may be visited for the purpose of evaluation only
10 in accordance with contractual evaluation procedures.

11 C. Miscellaneous Rights and Responsibilities

12 1. Nothing in this Agreement shall require the Board to keep
13 the College open in the event of severe inclement weather or
14 when otherwise prevented by health conditions, catastrophes,
15 or Acts of God, or other natural phenomenon. When the
16 College is closed to students due to such conditions, in-
17 structors shall not be required to report for work. If,
18 however, in the Board's discretion, the College is to remain
19 open, all instructors must meet their assigned teaching
20 obligations. If s/he fails to do so, the faculty member's
21 absence may be charged against accumulated sick leave at the
22 discretion of the President.

23 2. Tuition Remission

24 Faculty members, (who are on the full-time instructional
25 staff), and their spouses and dependents, may attend any
26 Burlington County College courses for credit or audit without
27 payment of tuition fee provided all such faculty members shall

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be subject to the same rules and regulations as regular students of the College. Dependents shall be those identified by the Internal Revenue Code of the United States. If the Board questions the familial dependency of an applicant, the faculty member must present his/her most recent Income Tax Return which shall control the disposition of the question.

ARTICLE XIII

MANAGEMENT RIGHTS AND RESPONSIBILITIES

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- 4 A. The Board retains to itself and its appointment managers and
- 5 administrators all rights, authority and responsibilities conferred
- 6 by law and those commonly associated with their level of direction
- 7 and control.
- 8 B. Nothing contained in this Agreement, except those items referred
- 9 to or specifically identified, shall be interpreted to subordinate,
- 10 waive, preclude or deny the Board or its designated representatives,
- 11 the right to conduct the business of the College in accordance
- 12 with current or past practices, policies and procedures, including
- 13 the contract agreement between the Board and the Association, nor to
- 14 perform their responsibilities as custodians of the properties
- 15 of the College nor to exercise their judgment and make decisions
- 16 to the extent that such actions are not in contravention of the
- 17 laws or Constitution of the State of New Jersey or of the
- 18 United States of America.

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ARTICLE XIV

STAFF SUPPORT

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3 A. The College shall provide clerical support to meet the needs of
4 academic personnel. The Vice President and Dean of the College
5 (VPDC) shall make these determinations based upon needs and
6 budgetary limitations.
- 7 B. The College shall compensate unit members for the use of private
8 automobiles when on official college business.
- 9 1. Such compensation will be at the rate of .20 per
10 mile.
- 11 2. Compensation will be determined prior to its
12 occurrence when a particular assignment is made
13 and approved by the appropriate college
14 administrator.
- 15 3. The unit member must submit the recognized college
16 form in order to receive compensation for the use
17 of a privately owned automobile.
- 18 C. Each unit member shall be provided a private office on the Pemberton
19 Campus. This office shall be furnished, insofar as budgetary
20 limitations allow, with a desk, phone, file cabinet, bookcase,
21 and chair. No faculty member shall be relocated without his/her
22 prior approval unless an organizational change or program modifi-
23 cation takes place. In the event that organizational changes/pro-
24 gram modifications make it necessary, the College will move unit
25 members to other locations on the Pemberton Campus.
26 Prior written notice will be given before such a move takes place.
27 In no event will these moves be arbitrary or capricious.

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1 Unit members who teach their entire load at a location other than
2 Pemberton may have office space provided at that location in lieu
3 of office space at Pemberton.

4 D. At the inception of each semester, or when appropriate, the Board
5 shall provide each instructor with the necessary office and instruc-
6 tional supplies and learning resources support subject to budgetary
7 limitations and approval of his/her Division Chairperson to meet
8 the needs of the students within the instructional area.

9 E. The Board shall provide, at no charge, a parking space for each
10 faculty member and shall forbid students to park there. The
11 number of spaces shall be at least equal to the number of staff
12 members and shall be clearly marked and lighted. There shall be
13 no special parking privileges extended to any unit member except
14 for reasons of health. Faculty shall at all times adhere to the
15 current parking and traffic regulations of the College. The Board
16 shall provide security protection for faculty cars while parked
17 on college property. Faculty members who are ticketed for traffic
18 violations shall have full right of appeal through the established
19 exceptions and appeals procedures.

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1 ARTICLE XV

2 EVALUATION PROCEDURES

3 A. Evaluation of all Faculty

4 1. All faculty will submit an Annual Report no later than March 15
5 of each year. The Report should be at least two (2) single-
6 spaced, typewritten pages with the appropriate supporting docu-
7 ments and shall include the following areas:

8 a. Professional responsibilities

9 1) Specific instructional objectives in terms of learning
10 outcomes (student performance).

11 2) Developed definite strategies that led to achieve-
12 ment of these outcomes.

13 3) Evaluation of student performance by methods that
14 determined the extent to which the outcomes have
15 been met.

16 4) Results of evaluation tool that was administered
17 to each class in order to receive the appropriate
18 feedback data to enable modification for improve-
19 ment. (See Appendix B - Student Course Evaluation).

20 a) The procedures to be used are as follows: Utilizing
21 the Student Course Evaluation - Appendix B an eval-
22 uation time will be scheduled by each division chair-
23 person sometime between the eleventh (11) and thir-
24 teenth (13) week of the semester and the third (3)
25 and fifth (5) week of each term. The chairperson
26 or his/her designee will deliver to each instructor
27 an evaluation packet containing the Student Course

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1 Evaluation Form and an Instructor Return Form with a
2 return envelope. Each instructor will designate a
3 student in every class who will be responsible for
4 distributing, collecting, signing the envelope when all
5 evaluations are placed in the envelope and then deliver-
6 ing these to the scoring station. This evaluation will
7 usually be scheduled for the last 30 minutes of the
8 class period. The instructor will leave the room
9 during the evaluation. At the conclusion of the
10 evaluation time, the instructor will complete the
11 Instructor Return Form and forward it to the Chair-
12 person.

13 b) The results of these evaluations will be used in
14 toto and not on a selective basis.

15 5) Where appropriate and mutually agreed upon by the faculty
16 member and the division chairperson, concurrent alternate
17 instructional strategies will be developed to provide
18 students some choice in learning pathways leading to
19 achievement in order to individualize learning experiences
20 to meet the needs of a heterogeneous student population.

21 b. Professional Growth

22 This would include but not be limited to:

- 23 1) Graduate courses, degrees, certificates, etc.
24 2) Specialized seminars, conferences, conventions, etc.
25 3) Attendance/participation in professional organizations:
26 a) Discipline
27 b) Teaching Profession (NEA, NJEA, etc.)

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- 4) Authorship
 - a) Books
 - b) Articles
 - c) Miscellaneous
- 5) Consultations
- 6) Fellowships
- 7) Mid-Career Sabbaticals
- 8) Awards
- 9) Other

c. College and Community Contributions

These would include, but not be limited to:

- 1) Committee work--as well as ad hoc and subcommittees thereof (e.g., IAC, ACC, Sabbatical, Motor Vehicles, Grading, General Education, Honors, Joint Load Formula Committee, Joint Counselor and Load Formula Committee, etc.).
- 2) Speaker's Bureau
- 3) High School Visitations (both external and internal)
- 4) Grants Writing, Directing, Completing
- 5) Program Development
- 6) College/Division Projects (e.g., Long-Range Planning, BCC Foundation, College Bowl, Management Forum, H.S. Science, etc.)
- 7) School Board Membership
- 8) Scouting
- 9) Athletic and recreational groups.

2. For the purposes of tenured staff evaluation, division chairpersons have the right to schedule one classroom visitation during each

1 semester or term. However, the division chairperson is not
2 obligated to schedule a classroom visit if in his/her judgment,
3 one is not warranted. The initiative for such classroom visita-
4 tions may come from the individual instructor or at the request
5 of the chairperson. For the purposes of non-tenured staff
6 evaluation, a second class visit may be scheduled. A standard
7 form will be utilized by all division chairpersons for classroom
8 visitations. The form to be used will be agreed upon and appended
9 to this contract.

10 3. The division chairperson shall respond to the Annual Report no
11 later than April 15.

12 4. As part of this response, and in conjunction with the appropriate
13 follow-up, the faculty member and the division chairperson shall
14 mutually agree upon the following:

15 a. "a written statement of anticipated divisional programs
16 and individual plans for the following academic year."

17 B. Procedures for all faculty who receive less than a satisfactory
18 evaluation shall follow:

19 1. An interim written report concerning corrective measures of
20 deficient areas to the chairperson by SEPTEMBER 30.

21 2. Procedures 2, 3, 4, and 7, of C. below.

22 C. Evaluation Schedule for First-Year Faculty:

23 1. Establish objectives (current year) SEPTEMBER 30

24 2. Follow-up meeting to review progress NOVEMBER 15

25 3. Submission of material to Chairperson JANUARY 15

26 4. Chairperson responds JANUARY 30

27 5. New objectives established for next
28 academic year JANUARY 30

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- 6. Renewal/non-renewal notification
- 7. At least two additional observations during each term and semester if in the judgement of the division chairperson they are required.

MARCH 15
TO BE SCHEDULED
WITH PRIOR NOTICE
GIVEN.

D. A comprehensive matrix of dates shall be agreed to and published as an appendix to this Agreement.

1 ARTICLE XVI

2 PROMOTION PROCEDURES

3 PHASE ONE

4 A. All personnel holding academic rank will be automatically considered
5 for advancement to the next higher rank by February 1, when evalua-
6 tions for the past year have been completed and when division pro-
7 grams and non-teaching schedules have been established for the forth-
8 coming year.

9 B. The review for possible promotion, initiated by February 1, shall be
10 the first step in a process which will take a minimum of one year,
11 and it shall be the responsibility of the immediate supervisor to
12 decide whether consideration initially given to a candidate for pro-
13 motion warrants further consideration.

14 PHASE TWO

15 C. If the immediate supervisor supports the request for promotion, it
16 shall be forwarded to the Dean of Academic Affairs by February 15,
17 as a preliminary notification for additional review. The Dean may
18 accept or reject the request. If the Dean of Academic Affairs approves
19 the request, he/she will in turn forward the request to the Vice-
20 President and Dean of the College and to the President for considera-
21 tion. If rejected by either, the Vice-President and Dean of the
22 College must notify the Dean of Academic Affairs, who in turn, noti-
23 fies the recommending supervisor by March 15.

24 D. Final recommendations by Division Chairpersons are made to the Dean
25 of Academic Affairs by March 1 of the following year, and if accepted,
26 must be forwarded to the Vice-President and Dean of the College by
27 April 1. If accepted by the Vice-President and Dean of the College,

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the recommendation for promotion must be forwarded to the President by April 15. If rejected by the President, the Vice-President and Dean of the College must notify the Dean of Academic Affairs by May 1. The Dean in turn notifies the recommending supervisor by May 15. Announcements of promotions in academic rank will be made by the President following the June Meeting of the Board of Trustees.

E. In the event that an individual's promotion application is denied, notice of denial will be communicated in writing to the applicant. Upon written request from the faculty member, reasons for rejection shall be provided.

F.

1. The following increments will be granted upon promotion in academic rank for the contract period indicated:

- a. Instructor to Asst. Professor \$600
- b. Asst. Professor to Assoc. Professor \$700
- c. Assoc. Professor to Professor \$800

2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

1 ARTICLE XVII

2 TUITION REIMBURSEMENT

3 Unit Members on the full-time staff may receive refund of graduate
4 course tuition. Ten thousand (\$10,000) dollars will be set aside for
5 the 1980-81 fiscal year and ten thousand (\$10,000) dollars will be set
6 aside for the 1981-82 fiscal year.

7 A. Courses must be:

8 1. Part of an accredited graduate or terminal degree program
9 relevant (as determined by the College) to the employee's
10 current teaching (or as appropriate counseling or librarian)
11 assignment

12 or

13 2. Selected graduate level courses relevant (as determined by
14 the College) to the employee's current teaching (or, as
15 appropriate, counseling or librarian) assignment.

16 B. A conference will be scheduled by the faculty member with his/her
17 division chairperson prior to enrollment in any course. At that
18 conference, the faculty member will present in writing, the course
19 choices he/she wishes to select. The division chairperson will
20 approve, disapprove or modify these course selections. Only courses
21 which have the Division Chairperson's prior written approval will be
22 eligible to receive subsequent reimbursement.

23 C. Undergraduate level courses, when required as pre-requisites or are
24 part of a graduate or terminal level program, shall also qualify
25 under the same conditions as specified in par. B above.

26 D. Once an approval is made at the division level, copies of all docu-
27 ments must be filed immediately with the Office of the Vice Presi-
28 dent and Dean of the College. Concurrence by the VPDC is required

1 before eligibility for tuition reimbursement is established.

2 E. Refunds for tuition reimbursement will not exceed \$500 per fiscal year
3 for any individual except as provided in paragraph G. Upon successful
4 completion (a passing grade), the unit member must apply for his/her
5 refund by submitting proof of payment and a grade transcript.

6 F. Mentoring, dissertation advisement and related course fees required of
7 personnel completing doctoral programs will be eligible for refund under
8 the same qualifications and restrictions as for course work described
9 herein, but refunds may not exceed \$500 for the total period of time
10 spent on doctoral thesis or dissertation activities. Reimbursable fees
11 are those billed by the university to the student for the aforementioned
12 services.

13 G. Application and Disbursement Procedures for Tuition Reimbursement

14 1. The employee shall complete and submit to her/his immediate administra-
15 tive supervisor a "Request for Approval of Tuition Reimbursement
16 Eligibility Form" (enclosed as Reference 3) and obtainable from indi-
17 vidual departmental offices.

18 2. Any forms approved by the employee's immediate administrative super-
19 visor will be submitted for approval to the Vice President and Dean of
20 the College through any intermediate supervisors. Concurrence of
21 course selection by the Vice President and Dean of the College is nec-
22 essary. The employee will be notified in writing by way of a signed
23 copy of the approval form referenced hereinbefore of the final decision
24 of the College to approve or disapprove the employee's request for po-
25 tential tuition reimbursement. This form will not serve to encumber
26 any refunds but rather indicates only that the College does or
27 does not consider the requested course(s) as eligible for
28 reimbursement in accordance with the provisions of this

1 article as stated hereinafter.

2 3. Schedule for Submission and Consideration of "Request for
3 Approval of Tuition Reimbursement Eligibility Forms"

4 a) General Information

5 1) Request Forms may be submitted at anytime.

6 2) All requests submitted will be considered.

7 4. Application for Tuition Reimbursement

8 a) General

9 1) Application materials for tuition reimbursement
10 shall consist of the following documents:

11 (a) Copy of approved "Request for Approval of
12 Tuition Reimbursement Eligibility Form"

13 (b) Official copy of transcript indicating a passing
14 grade(s) for the course(s)

15 (c) Proof of payment by the employee for the
16 course(s); such proof must be acceptable to
17 the College.

18 2) The application materials must be submitted by the
19 employee to her/his immediate administrative supervisor.
20 Assuming that the materials are complete and valid, the
21 supervisor will forward them to the Personnel Department
22 for final processing.

23 3) Payment for appropriate tuition reimbursement will be
24 made by a college accounts payable (as opposed to
25 payroll) check.

26 4) Application materials received by the Personnel Department
27 after the due dates specified hereinafter will be

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returned to the faculty member with a memorandum indicating that they were received too late and will not be considered for reimbursement by the College at anytime.

5) Incomplete ("I") Grades

An employee may submit application materials for course(s) in which an "I" grade was assigned if the grade is changed from "I" to a passing grade within the next 6 month period (as defined hereinafter) following that in which the course was actually taken and completed. Application materials must include copies of transcripts initially showing grade of "I" and subsequently a passing grade.

b) Schedule for Submission and Consideration of Application Materials for Tuition Reimbursement.

1) For courses taken and completed during the period of August 1 through January 31:

All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in February.

2) For courses taken and completed during the period of February 1 through July 31:

All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in August.

1 5. Disposition of Any Funds Remaining at the End of the Fiscal Year

2 a) If the balance of unexpended funds is sufficient, any
 3 employee who has not been fully reimbursed for all tuition
 4 actually paid and documented to the College will be reim-
 5 bursed for such additional tuition costs in excess of those
 6 already paid by the College. However, no employee shall
 7 receive more than the total amount actually expended for
 8 tuition. If any funds remain following the reimbursement
 9 described hereinbefore, such monies may be carried forward
 10 to any tuition reimbursement fund which may be established
 11 in subsequent collective agreements.

12 b) If the balance of unexpended funds is insufficient to reim-
 13 burse employees for all tuition actually paid and documented
 14 to the College, the unexpended funds will be prorated among
 15 all such employees as follows:

16 1) The total amount of unexpended funds will be divided
 17 by the total amount of the remaining requests for
 18 tuition reimbursement to determine a percentage.

19 2) This percentage will then be applied to the amount
 20 requested by each employee and each employee will
 21 receive the prorated amount so calculated.

22 Example: $\frac{\$400 \text{ (unexpended funds)}}{\$500 \text{ (Requested funds)}} = 0.80 = 80\%$

23 Faculty Member	Amount Not Reimbursed	X Prorata Factor	= Amount to be Reimbursed
25 Adams	\$100	0.80	\$ 80
26 Jones	200	0.80	160
27 Smith	50	0.80	40

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ARTICLE XVIII

INSTRUCTIONAL LOAD FORMULA

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3 A. Based on the formula detailed in Appendix A, the normal teaching load
4 of a faculty member under a 10-month contract during the 1980-82
5 contract period will be expressed in terms of 90 points. Performance
6 of this obligation will be discharged within the contract period
7 specified on the individual contract. Any alternatives will comply
8 with those specified herein.

9 B. Points are accumulated on the basis of values determined to apply to
10 each of four factors: Preparation, Contact, Student Evaluation, plus
11 Special Assignments, if applicable.

12 C. Faculty Load Summaries will become a part of the faculty member's
13 Division Chairperson's file and will be submitted to such departments
14 of the College as shall be necessary to establish and validate
15 adequate payroll records. (A copy shall be provided to the Faculty
16 Association).

17 D. In the event of a conflict of interpretation of load value between
18 a faculty member and his/her Division Chairperson, each shall request
19 a faculty member and a Division Chairperson, respectively, from
20 another division to review the load calculation in dispute and to
21 decide on the correct interpretation.

22 E. Work Assignments

23 1. Work assignments other than at the Pemberton Campus shall be
24 made by the College in order that a unit member be able to make
25 base load.

26 2. Such work assignments, where not needed to make base load, will
27 be decided by mutual agreement of the faculty member and the

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Division Chairperson.

F. Overload and Underload

1. Base load for a 14-week semester is defined as 36 points while Base load for a 7-week term, when part of a regular 10-month contract, is defined as 18 points.
2. Overload may be earned by any of the following methods:
 - a. Accumulation during the Fall Semester of more than 36 points.
 - b. Accumulation during the Fall and Winter Semesters of more than 72 points.
 - c. Accumulation during the Fall, Winter and Spring or Summer, Fall and Winter Semesters of more than 90 points.
3. Deferral of Points:
 - a. A deferral of points would be made to insure that the College would be able to provide full teaching points for each faculty member from courses offered during the academic year.
 - b. The deferral of points would not be required for all faculty members. Those faculty for whom there was a demonstrated need for their services in the Spring could be paid overload or defer points as we presently do. For those faculty for which there was an uncertainty about their Spring load, a sufficient number of points would be carried forward so that, if there was no Spring course to teach, they would meet the 90-point annual contract. In any case, the College would pay overload payment for all points over 90 earned during the year.
 - c. The method of determining demonstrated need would be to prepare

1 a Spring schedule based on the last three Spring Terms.

- 2 1) If a subject field had sufficient courses with
3 demonstrated demand to provide a load for all
4 faculty, then all faculty would be paid overload
5 or defer points, as the faculty preferred, as
6 under the present plan.
- 7 2) If a subject field had no courses with demonstrated
8 demand, then all faculty in that subject would have
9 nine points deferred in the Fall and nine additional
10 points deferred in the Winter. All points over the
11 nine deferred would be paid in the Fall; all points
12 over the nine deferred would be paid in the Winter;
13 and all points over 90 would be paid during the
14 Spring Term.
- 15 3) If a subject field had some courses with demonstrated
16 demand but not enough for all the faculty members, then
17 only enough points would be deferred to guarantee
18 90 points would be applied to all faculty loads
19 for that year.
- 20 4) The method used to determine the number of deferred
21 points would be:
- 22 a) Count the total number of credit hours in courses
23 which had demonstrated demand.
- 24 b) To determine the number of faculty which would be
25 provided loads, divide the number of course credit
26 hours determined in a) above by six (6).
- 27 c) The number of faculty determined in b) above

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would not be required to defer points.

d) The faculty who must defer points

would be determined on:

(1) a voluntary, divisional basis

(2) seniority within the division based upon
ability to teach the courses needed.

d. Where qualified, faculty assignments in other divisions
may be made to enable all faculty to make a Spring Load.
Prior to such assignments, written concurrence by both division
chairpersons shall be required.

e. Because of the experimental nature of this Deferral Program,
the above determinations will be made with the Association
consultation.

4. Overload points are accumulated by application of the Load
Formula as outlined in Appendix A of this Agreement.

a. Accumulation of total load shall begin with a base representing
all points applicable to non-teaching activities.

b. To this base shall be added, in a sequence to be determined
by the faculty member, the individual course point values
as determined by use of the Instructional Load Analysis form.

c. If the total points thus accumulated exceeds the semester or
term basic point requirements as referenced in Par. 1., or 3,
the faculty member shall be entitled to be paid for such
excess points at the greater of the following:

1) The accumulated excess points multiplied by .67 with the
product multiplied by the faculty member's applicable
rank as determined in Par. 5. herein, or

- 1 2) Course rate applicable to Senior Adjunct Faculty Member
2 of equal faculty rank for full course loads above 36 or 18.
- 3 5. Overload shall be paid at the following rates for the duration
4 of this agreement:
- 5 a. Instructor - \$180
6 b. Assistant Professor - \$198
7 c. Associate Professor - \$215
8 d. Professor - \$232
- 9 6. Payment of one-half of the earned overload shall be made on the
10 regular payroll date after submission of mid-semester grades and
11 the balance shall be paid on the regular payroll date following
12 submission of final grades.
- 13 7. To prevent underload, the College shall provide the faculty
14 member with sufficient work so that she/he will earn not less
15 than 36 points in each of the Fall and Winter Semesters and
16 18 points in the Spring or Summer Terms as provided in
17 individual contracts unless the need for a deferral has been
18 established as per F-3 above.
- 19 To prevent underload, the College shall provide each counselor
20 with sufficient work to constitute a basic load.
- 21 8. All calculations and provisions of this section and its paragraphs
22 shall become effective with the Summer 1981 Term.

23 G. Contract Alternatives

- 24 1. Faculty members may discharge their total contractual responsi-
25 bilities by earning 90 points during any full scheduled semester
26 or terms of his/her individual contract.
- 27 2. Applications by unit members working to complete contract require-

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1 ments in fewer than ten months as provided in Par. H. 1. must
2 be received by the Division Chairperson and the Dean not less
3 than 30 days prior to the start of the first semester or term
4 of the contract period. Response to such applications will be
5 transmitted to the unit member, in writing, within 15 days of
6 receipt by the division chairperson.

7 3. The faculty members approved for such an alternative shall be
8 considered in the order in which applications are received.

9 4. Faculty approved for this method of contract performance will be
10 paid on the same schedule as all 10-month contract personnel,
11 even though their actual performance term may be reduced by the
12 terms and conditions of this alternative.

13 5. If a faculty member chooses and is approved for the alternate
14 and accelerated method of meeting his contract performance re-
15 quirements, the Board shall be under no obligation to provide
16 additional employment during that term (Spring or Summer) which,
17 as a result of such acceleration, leaves the teacher free to
18 pursue his originally stated objectives.

19 6. Part-Time Contracts

20 a. Tenured faculty members shall be eligible to apply for
21 part-time contracts of not less than 0.51 of a full load.

22 b. Applications must be received by the Division Chairperson
23 and Dean of Academic Affairs a minimum of 45 days prior
24 to the start of the first semester or term of the requested
25 part-time contract. The Board of Trustees must approve
26 any such application. The decision of the College shall be
27 final and binding.

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- 1 c. Benefit program continuity shall be in accordance with
2 the rules and regulations of the State Health Benefits
3 Commission.
- 4 d. Any load points earned in excess of the agreed upon
5 partial base load will be compensated at the faculty
6 member's normal overload rate (that is the rate at which
7 the individual would have been paid for any overload
8 points earned if the faculty member worked on a full-
9 time basis.
- 10 e. The College shall be under no obligation to offer more load
11 points than agreed to in the part-time contract.

12 H. Summer or Spring Term Load under Supplemental Contracts.

- 13 1. When the Summer or Spring Term is not part of a unit member's
14 regular 10-month contract and where such instructor is offered
15 and accepts a Summer or Spring Term assignment, the load for
16 such assignment shall be calculated under the same formula as
17 provided herein, but cumulative points shall be revalued to
18 75% of their total.
- 19 2. The faculty member may choose, as most beneficial alternate, to
20 be paid at the applicable Senior Adjunct Faculty Member rate
21 multiplied by the total semester credit hours course load (plus
22 any excess contact hours) of his supplemental contract.
- 23 3. Total number of load formula points per course for Spring and
24 Summer teaching shall be at the same rate as if the course were
25 being taught during the 14-week Fall or Winter Semester. In
26 the event fewer tests are being given during the Spring or
27 Summer Terms, the point values for evaluation will be determined
28 on a pro rata basis.

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- 4. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by the process described in Paragraph I.4 of this ARTICLE and paid according to the schedule as defined herein.
- 5. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College.

I. Grievability

- 1. For the purpose of these calculations, no determination reached hereunder shall be grievable.

1 ARTICLE XIX

2 ASSIGNMENT OF OVERLOAD COURSES

3 When the number of faculty in a division exceeds the number of courses
4 available, and the assignment of such courses will constitute work in
5 excess of base workload; then, these assignments will be made by the
6 division as follows:

7 A. Overload assignments within the regularly scheduled college
8 workweek shall be offered to qualified full-time faculty before
9 any such offerings are made to other staff or non-full-time
10 employees.

11 B. Such teaching assignment will be restricted to the division
12 or department to which the faculty member is normally assigned
13 unless a chairperson of another division requests otherwise and
14 has common agreement with the faculty member's division or
15 department head.

16 C. The course will be offered on a priority basis to faculty
17 based upon:

- 18 1. experience in teaching the course*
- 19 2. seniority
- 20 3. academic preparation
- 21 4. academic rank

22 In the event 1, 2, 3, 4 are equal, then, the contenders will
23 draw lots to determine which one receives the assignment.

24 D. The college is under no obligation to offer overload course
25 assignments if such assignments will result in an individual
26 load in excess of fifty-two (52) points.

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1 E. Authority to approve a load in excess of fifty-two (52) points
2 will require the prior permission of the Dean of Academic
3 Affairs. The adjudication of these decisions rests solely
4 with the Dean or his designee.

5 F. Final load forms will be approved by the chairperson no later
6 than the fifteenth day of class.

7 G. Such approval by the chairperson will determine the amount of
8 money to be paid in excess of base salary.

9 H. No unit member shall be permitted to accumulate a load in
10 excess of forty-four (44) points until all qualified full-time
11 faculty in his/her subject field desiring overload teaching
12 have at least been offered one course overload.

13 *Experience in teaching the course will be determined by the number of
14 semesters and terms the unit member has taught at least one section of
15 the course. Semesters include the fourteen (14) weeks scheduled in fall
16 and winter while terms include spring, summer and other authorized special
17 semesters and terms not concurrent with regular semesters and terms.

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ARTICLE XX

SUPPLEMENTAL TERM ASSIGNMENTS

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- 3 A. Most faculty members are not under contract during the Summer Term
- 4 unless their yearly contract configuration so stipulates. Therefore,
- 5 the College will contract separately with faculty for work to be per-
- 6 formed during the Summer or in some cases the Spring Term.
- 7 B. The availability of summer assignments will be made known when the
- 8 summer schedule is finalized. Specific and final assignments will
- 9 be made based upon course enrollments.
- 10 C. Available courses will be assigned based upon:
- 11 1. experience in teaching the course*
- 12 2. seniority
- 13 3. academic preparation
- 14 4. academic rank
- 15 D. The College is under no further obligation to assign summer courses
- 16 to unit members who receive two course assignments.
- 17 E. No unit member shall be permitted to teach more than one (1) course
- 18 during a supplemental term unless all qualified full-time unit members
- 19 in his/her subject field desiring supplemental teaching have been
- 20 offered at least one course during that term.
- 21 F. Supplemental term assignments shall be offered to qualified full-time
- 22 faculty before any such offerings are made to other staff or non-full-
- 23 time employees.
- 24 G. Such teaching assignment will be restricted to the division or depart-
- 25 ment to which the faculty member is normally assigned unless a chair-
- 26 person of another division requests otherwise and has common agreement
- 27 with the faculty member's division or department head.

28 * As previously defined in Article XIX

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H. Other Supplemental Employment

1. Supplementary employment contracts covering periods other than that provided in the 10-month contract referred to in Paragraph A, may be offered to unit members at any time that anticipated need is identified. Compensation for such supplementary employment contracts shall be on an actual worked day rate to be calculated on the basis of the regular 10-month contract salary applicable to the period during which the work is performed. Daily rates are determined by dividing the 10-month contract salary by 182.
2. Unit members shall have the right to accept or reject such offers of supplementary contracts provided that such decision must be made and communicated to the applicable supervisor no later than one week after such contract is offered.

ARTICLE XXI

ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES

A. All unit members shall attend scheduled divisional meetings as part of their normal responsibility to the instructional process.

B. All unit members shall be required to attend the annual graduation ceremonies. Exceptions may be granted with the prior approval of the President. Academic attire shall be provided at no cost to the individual. Attendance at the graduation ceremony shall be separate and apart from the meeting attendance in C below.

C. Unit members shall not be required to attend more than one (1) official college meeting each semester and term. (Fall, Winter and Spring), scheduled by the President or his designee.

Notification by the President or his designee shall be made at least seventy-two (72) hours in advance of the meeting. In the event an emergency situation arises affecting the welfare of the College, the President or his designee shall have the right to convene a meeting of unit members with forty-eight (48) hours notice.

D. Faculty members who complete their basic contract obligations at the end of the Winter semester are not required to attend any activities during the Spring Term. However, this does not preclude their voluntary attendance at activities.

ARTICLE XXII

INSTRUCTIONAL WORKWEEK

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- 3 A. The official college day and week is 8:00 a.m. to 10:30 p.m., Monday
- 4 through Friday. Full time unit members may receive assignments during
- 5 this period. All evening assignments after 4:30 p.m. will be made with
- 6 the prior consultation of the unit member. The College will make work-
- 7 load assignments after 4:30 p.m. with due regard to the individual's
- 8 preference and seniority.
- 9 B. A reasonable effort will be made to assign work schedules in accordance
- 10 with the following: (Exceptions to Paragraphs B & C may be made by
- 11 mutual agreement of the parties.)
- 12 1. the normal individual workday falls within an eight hour period
- 13 2. there will be not more than four (4) hours between the end of one
- 14 class and the beginning of the next class
- 15 3. where the instructor's schedule includes classes both before noon
- 16 and after noon, at least one hour between 11:30 a.m. and 2:30 p.m.
- 17 shall be assigned unless there is mutual agreement to the contrary.
- 18 4. no instructor shall teach more than three (3) consecutive class
- 19 hours (150 minutes of instruction) unless there is mutual agreement
- 20 to the contrary. In case of lab courses, the consecutive teaching
- 21 time shall be four (4) consecutive class hours (200 minutes).
- 22 5. the individual schedule shall not include more than two (2)
- 23 evenings per week unless the assignment of additional evening
- 24 classes is needed in order for the unit member to make base load.
- 25 C. When an evening assignment is made part of the faculty member's
- 26 teaching schedule, there must be at least eleven (11) hours between
- 27 the end of that class and the beginning of the first class the next day.

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1 D. Learning resource personnel with teaching responsibilities may have the
2 number of hours in their normal workweek reduced by their chairperson
3 based upon the proportion of time devoted to teaching.

4 E. Personnel scheduled to work 37½ hours per week shall, upon prior
5 approval of the appropriate supervisor to work overtime, be compensated
6 for hours in excess of 37½. Such compensation shall be a straight
7 hourly rate for hours under 40 and at one and one-half hourly rate
8 for hours in excess of 40.

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ARTICLE XXIII

OFFICE HOURS

- A. Each faculty member should schedule no fewer than five (5) hours per week when s/he will be available for consultation with students. Such hours shall be in addition to his/her scheduled classes and may not conflict with any college-wide functions at which s/his attendance is required.
- B. Not later than the sixth (6th) workday (excluding Saturdays and Sundays) after the beginning of the Fall and Winter Semesters, and not later than the fifth (5th) workday (Excluding Saturday and Sunday) after the beginning of the Spring and Summer Terms, a schedule of these hours will be posted on the faculty member's door and furnished to the clerical staff in s/his office area and to s/his Division Chairperson.

ARTICLE XXV

SALARIES

A. Increase in Base Annual Salary Rate

All unit members will have their 1980-82 base salaries increased by 19% of their 1979-80 base salaries, effective on the date that will enable each faculty member to be paid at the new rate for half of her/his 10-12 month individual employment contract.

Any faculty member who takes an unpaid leave of absence in the Winter semester and/or Spring term of the 1980-81 academic year shall be paid at the new rate for any appropriate time period.

In order to be eligible to receive the increase, an employee must have been on the active payroll of the College receiving payment from the College as of the mid-point of the 1980-81 academic year.

B. Newly established maximums are as follows:

Instructor	- \$20,758	Assistant Professor	- \$24,465
Associate Professor	- \$28,913	Professor	- \$33,362

C. The increases listed in paragraph A above shall apply to all members of the unit whether they are employed under a ten (10) or twelve (12) month contract.

D. All salary increases shall be upon the recommendation of the President based upon satisfactory evaluation as stated in Article XV of this Agreement.

1 E. Sponsorship of all student clubs, organizations, athletics and
 2 activities shall be on a voluntary basis and optional with faculty
 3 members. Faculty members who are employed with the understanding that
 4 they will be responsible for coaching or sponsoring the activities
 5 listed below or who, subsequent to employment, agree to assume such
 6 responsibilities shall be compensated as follows:

7	1. Basketball	\$1500 - 3000	Head Coach
8	2. Baseball	1500 - 3000	Head Coach
9	3. Soccer	1500 - 3000	Head Coach
10	4. Cross Country	1000 - 2000	Head Coach
11	5. Tennis	1000 - 2000	Head Coach
12	6. Newspaper	1000 - 2000	Sponsor-per semester
13	7. Cheerleading	1000 - 2000	Head Coach
14	8. Theatre	1500 - 3000	Sponsor
15	9. Trainer	1500 - 3000	
16	10. Swimming	1500 - 3000	Head Coach
17	11. Literary Mag.	400	Sponsor
18	12. Table Tennis	250	Sponsor
19	13. Softball	1500 - 3000	Head Coach

20 F. At the commencement of a sixth coaching contract, a coach who has
 21 completed five (5) years of coaching at the College will receive a
 22 ten (10%) increase on coaching base. This will continue to be in
 23 effect in multiples of five years of service. (11th year, 16th year,
 24 etc.)

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G. With the approval of the VPASA, the Chairperson of the Division of Health, Physical Education and Athletics, and the appropriate Head Coach, Assistant Coaches when appointed, shall be compensated at rates not exceeding 50% of those paid the Head Coach as mutually agreed upon between the Assistant Coach and the Chairperson of the Division of Health, Physical Education and Athletics.

H. The payment of all salaries will be in conjunction with normal college procedures and on regularly scheduled pay dates.

ARTICLE XXVI

HEALTH BENEFIT PLANS AND RETIREMENT/LIFE INSURANCE PROGRAMS

A. Health Care Insurance

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees who reside in a locale serviced by a State of New Jersey Division of Pensions approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.

2. Program Descriptions

a. Traditional State Health Benefit Program

1) Program Components

a) Blue Cross/Blue Shield/Rider J (Extended Basic Out-Patient Benefits)

b) Major Medical Insurance with Prudential Insurance Company

2) Cost

a) No cost to employee

b) College pays the entire cost of the premium for the coverage code (e.g. employee only, family) for which the employee is eligible and enrolls.

b. Health Maintenance Organization and Supplemental Benefits Program

1) HMO Medical Services (Center(s) and affiliated hospitals provide services.

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2) Cost

In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional plan for the same coverage code (e.g. employee only, family). Any additional cost for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

3. Coverage Periods

- a. Health insurance coverage as described above, shall be provided to all personnel on 10-month contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30, the coverage will continue during July and August at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.
- b. Personnel on twelve-month contracts, or contract periods other than ten months shall be eligible for health insurance coverage in accordance with regulations of the New Jersey Division of Pensions.

B. Retirement/Life Insurance Programs

- 1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Alternate Benefit Program (ABP). Certain employees, by virtue of prior employment may be eligible for enrollment in

1 the Public Employees Retirement System (PERS) under the
2 conditions and regulations stipulated by the New Jersey
3 Division of Pensions.

4 2. Program Descriptions

5 a. Alternate Benefit Program (ABP)

6 1) Program Comments

- 7 a) Teachers Insurance and Annuity Association -
8 College Retirement Equities Fund (TIAA/CREF) for
9 retirement. Tax-deferred annuities available.
10 b) Prudential Insurance Company of America for Life
11 Insurance and Disability Insurance. Life Insurance
12 benefit is 3.5 times base annual salary rate.

13 2) Cost

- 14 a) TIAA/CREF Retirement Program
15 5% mandatory payroll deductions which can, at
16 employee's option, be converted into a salary
17 reduction tax-deferred annuity.
18 b) Prudential Life/Disability Insurance
19 No cost to employee.

20 b. Public Employees Retirement System (PERS)

21 1) Program Components

- 22 a) State of New Jersey Plan for Retirement. Tax-deferred
23 annuities available.
24 b) Prudential Insurance Company of America for life
25 insurance. Life Insurance benefits is as follows:
26 1.5 times base annual salary is mandatory and an
27 additional 1.5 times base annual salary is available

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as an option for a possible total of 3 times base annual salary.

2) Cost

a) Retirement Program

Mandatory payroll deduction which is a % of base annual salary.

The exact % is determined by the participants' age at time of enrollment in the program.

b) Prudential Life Insurance

(1) Mandatory Insurance: included as part of retirement program deduction.

(2) Optional Insurance: payroll deduction of 0.5% of base annual salary.

Please Note:

1. The contents of this article are provided for informational purposes only.
2. The parties understand that, by state law, retirement programs and their various components are not negotiable.
3. The parties understand that the information provided herein is subject to change by the State of New Jersey and if any of the information is in error, the Division of Pensions Regulations shall prevail.

1 ARTICLE XXVII

2 LEAVES

3 A. Leaves and Absences

4 1. General Provisions

5 a. All leaves, with or without pay, are subject to approval of
6 the Board.

7 b. All applications for leave must be in writing to the
8 Division Chairperson with copies to the VPASA and the
9 President, and submitted sufficiently in advance of the
10 desired effective date to provide for approval processing.
11 Exceptions to the provision may be made in case of ill-
12 ness, family death, or national, state or local emergencies.
13 Application must fully explain purpose and duration of
14 leave and include appropriate substantiation.

15 c. Employee must present pre-employment physical fitness
16 certificate before returning from leaves which involved
17 travel outside the continental United States.

18 d. Requests for long-term leave for education, experimental or
19 enrichment purposes must clearly demonstrate common benefit
20 to the College and the individual.

21 B. Sick Leave

22 1. Each unit member shall be entitled to ten (10) days sick leave
23 for the period of July 1, 1981 to June 30, 1982. All unit members
24 shall enjoy sick leave benefits in accordance with the applicable
25 statutes. (18A:30-2, 30-3, 30-6, and 30-7).

26 2. In the case of an extended illness, where the faculty member exhausts
27 their individual days, then the following procedure should go

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1 into effect:

2 At the Board meeting, prior to the time when the individual's
3 sick leave will expire, a faculty member may request additional
4 days from the Board. An examination of each case will be made
5 by the Board. Recommendations will be sought from appropriate
6 staff. After careful examination of the request, the Board
7 will exercise prudent judgement and good faith in voting approval
8 of the additional days.

9 C. Personal Leave

10 1. Leave with pay, not to exceed three (3) days per fiscal year,
11 may be granted for personal needs which cannot be satisfied
12 outside of normal working hours. Upon five (5) day's notice,
13 in writing, such leave shall be granted by the Division
14 Chairperson.

15 D. Bereavement Leave

16 1. Instructional personnel shall be entitled to five (5) days leave
17 with pay upon the death of a member of his immediate family.
18 Immediate family is interpreted as spouse, children, sibling,
19 parents, grandparents, foster parents, step-parents, step-children,
20 parent or grandparent of spouse.
21 2. Bereavement leave for other relatives is limited to three (3)
22 days with pay.
23 3. Upon request, additional days may be granted by the President with-
24 out loss of pay.

25 E. Jury Duty or Legal Leave

26 1. Full-time instructional personnel, who are summoned and report for
27 jury duty or are subpoenaed, and report as a witness in any

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1 judicial hearing shall be granted leave of absence upon presentation
2 of venue order or subpoena.

3 College will pay the difference between jury duty allowance or
4 witness fees and regular salary for required period of absence.

5 F. Military Leave

6 1. Military leave without pay shall be granted to any faculty member
7 who shall be inducted or enlist for one (1) enlistment period in
8 any branch of the Armed Forces of the United States.

9 2. Leave shall be granted without pay to enable a faculty member to
10 fulfill Reserve or National Guard commitments.

11 3. All reemployment rights provided by existing or enacted legislation
12 shall accrue to such faculty member.

13 G. Short Term Leave (Less than one academic year)

14 1. Applications for leaves without pay of less than one year's duration
15 may be submitted to the Division Chairperson in accordance with
16 the general provisions of Section A of this Article after completion
17 of not less than six months service.

18 2. The leave when granted, shall not exceed the time specified in the
19 authorization and upon return, the staff member shall be placed
20 at the same salary which was in effect at the beginning of such
21 leave, unless a new individual contract has been offered and
22 accepted during the period of absence.

23 H. Leave of Absence Without Pay

24 1. Instructional staff members are eligible for leave of absence
25 without pay after one (1) academic year of service to the College.
26 Long term leave is defined as a period of one year or longer.

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- 1 2. Application for such leave shall be made in writing and addressed
- 2 to the Division Chairperson, with copies to the President and the
- 3 VPDC no later than March 15 preceding the beginning of the contract
- 4 period for which the leave is desired. The application must be
- 5 accompanied by a statement of the reason for the leave of absence.
- 6 3. The application for a leave of absence will be considered on its in-
- 7 dividual merit as well as its potential effect on the College and
- 8 the determination of whether or not the request shall be granted
- 9 rests solely on the discretion of the President. A request for a
- 10 leave of absence shall be answered by the President within thirty
- 11 (30) days.
- 12 4. A leave of absence, when granted, shall not exceed the time speci-
- 13 fied in the authorizations. Such leaves of absence may be
- 14 extended at the discretion of the President, but written author-
- 15 ization is required in such cases.
- 16 5. Upon return from such leave of absence, the staff member shall
- 17 continue in the same academic rank held at the time the leave
- 18 commenced and shall receive the base annual salary rate she/he
- 19 received her/his last actual working day prior to the commence-
- 20 ment of the leave plus any increase for which she/he is otherwise
- 21 eligible as stipulated below:

22	Academic Year In	Faculty Member is
23	Which Faculty Member	Eligible for Any Increase
24	Returns From	in Base Annual Salary Rate
25	One Year	Which May be Effective in the
26	Leave of Absence	Academic Year Indicated Below
27 1981-82	1982-83	1981-82

- 26 a. If the leave is extended, the faculty member will not be
- 27 eligible for any additional increase, except as may be granted

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1 in accordance with paragraph b hereinafter.

- 2 b. Promotion in Academic Rank and/or additional increase(s)
3 may be granted by the College for faculty members who
4 qualify for same by virtue of the special job-related nature
5 of the activity performed while on leave. Any such promotions
6 and/or increases shall be granted at the College's sole
7 and exclusive option.

8 I. Exchange Teaching Leave

- 9 1. A paid leave of absence for one (1) academic year may be granted to
10 a faculty member upon approval of the Board for the purpose of
11 participating in an exchange teaching program in other states,
12 territories or countries or a cultural program related to s/his
13 academic discipline when such program includes the provision of an
14 acceptable teacher to replace the one on exchange leave. All
15 regular benefits and accrual of service credit shall continue in
16 effect during the period of absence. Upon return from leave, the
17 instructor shall be placed in the same salary which he would have
18 attained had the leave not been taken.
- 19 2. All other provisions of the long-term leave of absence procedures
20 contained in Par. H of the ARTICLE shall apply equally and univer-
21 sally to an exchange teaching leave.

22 J. Extension of Leave

23 Upon application, the Board may authorize an extension to an instructor's
24 existing leave. Application for this extension should be made in
25 writing, to the Board with copies to the Division Chairperson and
26 VPDC sixty (60) days prior to the termination of the existing leave.

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1 K. Vacation Leave-12 Month Faculty

2 1. General Information

3 a. Scheduling of vacation leave shall be determined by mutual
4 agreement of the employee and his/her supervisor.

5 b. Vacation leave with pay can not be taken before it is
6 accrued.

7 c. An employee accrues vacation leave time on his/her monthly
8 anniversary date with the college (e.g. if an employee begins
9 employment on July 15, he/she accrues 1.83 vacation days
10 August 15).

11 2. Accrual

12 All Faculty employed on a full-time 12-month basis shall accrue
13 vacation leave with pay at the rate of 1.83 workdays per month.

14 3. While on leave for injury in line-of-duty, an employee may accrue
15 vacation.

16 4. In the event of employee termination, the employee shall be paid
17 for any unused accrued vacation time up to and including the
18 date of termination not to exceed a maximum of twenty (20) days.
19 Termination date is defined as the last day an employee actually
20 works at the College (e.g. the employee can not take the last day
21 as a vacation day, personal day, etc.).

22 5. No advance issuance of checks will be permitted for those taking
23 vacation leave; however, arrangements may be made to have checks
24 mailed to them.

25 L. Holidays - 12-Month Personnel

26 1. A maximum of thirteen (13) holidays may be granted as days off
27 with full pay at the discretion of the President.

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2. In the event any employee is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.
3. If one of the recognized holidays occurs during the employee's vacation period, he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

M. Maternity Leave

The Board will comply with the applicable Federal and State Laws and Regulations relating to the maternity leaves as interpreted by the courts and administrative agencies having appropriate jurisdiction.

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ARTICLE XXVIII
SABBATICAL LEAVE

A. DEFINITION & AWARD

The sabbatical leave at Burlington County College is defined as a period of freedom from teaching (or from equivalent duties) for the purpose of enhancing the professional development of staff represented in this collective agreement. Such activities may include formal study, research, writing, business activities and, when required by the nature of the activity, travel.

The applicant for sabbatical leave will indicate the applicant's proposed activities, how these activities will benefit the individual and, in the applicant's opinion, how these activities will benefit the College.

The Sabbatical Leave Committee will review and evaluate all applications and forward its recommendations in rank order to the President. A candidate for sabbatical leave shall have served seven (7) consecutive years at Burlington County College as a member of the bargaining unit covered by this agreement. All decisions relating to sabbatical leaves are subject to the availability of funds and provisions contained in this agreement. During the academic year 1981-82, (academic year is defined as Fall semester, Winter semester, and Spring term), no more than seven (7) leaves will be granted by the College from those recommended by the committee. No more than two people from any division larger than ten faculty, and no more than one person in any smaller division, may be on sabbatical at any one time.

1 B. CONDITIONS

- | 1. <u>Length of Sabbatical</u> | <u>Compensation</u> |
|--------------------------------|------------------------|
| Fall Semester Only | Full Salary Rate |
| Winter Semester Only | Full Salary Rate |
| Winter Semester & Spring Term | Two-Thirds Salary Rate |
| Fall & Winter Semester and | |
| Spring Term | .51 Salary Rate |
2. Acceptance of a sabbatical leave obligates the recipient to return to service at the College for at least one academic year immediately following the sabbatical.
3. Accrual of service credits shall continue in effect during the period of absence. Continuation of benefits shall be in accordance with applicable division of pension regulations. Upon return from leave, the unit member will be placed, wherever practical, in the same or a similar situation which she/he held at the commencement of the leave period. Salary and benefits will be at the rate determined and placed in the Sabbatical Leave Agreement. (Appendix B).
4. The recipient may accept a grant, stipend, fellowship or similar monies usually associated with graduate or post-graduate studies. The receipt of such money will be reported by the unit member as part of the final sabbatical leave report. Employment during the sabbatical leave period for the sole purpose of increased income is incompatibel with the purpose of the program and not permitted under the terms of this leave agreement.

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C. SELECTION

1. A Sabbatical Leave Committee shall be established in order to make recommendations to the President. The Committee shall consist of:

The Vice President for Academic and Student Affairs

Two Division Chairpersons

Three Faculty appointed by the Association

One Faculty appointed by the President

2. The Board will make its final decision no later than March 31 of the prior year.

D. APPLICATION

Application for sabbatical leave shall be made in writing to the division chairperson with copies to the Vice President and Dean of the College, and to the President so as to be received by the President no later than February 1 of the year preceding the year in which the leave is to occur.

Formal application will include the completed sabbatical leave agreement and a letter of transmittal.

E. MISCELLANEOUS

1. No one is eligible for a second sabbatical until at least five consecutive years following the conclusion of the first leave and until all eligible and qualified faculty have had an opportunity to apply for a first leave.

ARTICLE XXIX

GRIEVANCE PROCEDURE

A. PURPOSE

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

B. DEFINITION

1. College Board or Employer: Burlington County College Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining unit recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint shall be processed through the grievance procedure to step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom an aggrieved employee (a grievant) is directly responsible under the table of organization prevailing at the college.
6. Association: The Burlington County College Faculty Association.
7. Working Day(s): Any day that the college is in session during the Fall, Winter, Spring or Summer Semester or Term. Excluded are official college holidays, vacation days and weekends.
8. Grievant: Person filing a complaint or grievance.

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C. EXCLUSIONS

The grievance procedure shall not apply to the following:

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

D. PROCEDURES -- INFORMAL -- STEP I

1. A complaint shall be presented informally within ten (10) working days of the occurrence complained of or, within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.
2. The complaint shall be filed by the employee with his/her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
4. People present at the hearing shall be the following:
 - a. person filing the complaint (grievant)
 - b. Association representatives (President and/or Chief Negotiator)
 - c. immediate supervisor
 - d. college representative (Chief Negotiator, Board of Trustees)

- 1 5. The purpose of this hearing is to settle the complaint in an
2 informal manner between the parties.
- 3 6. The immediate supervisor has up to five (5) working days to
4 respond to the complaint after the close of the informal hearing.
5 The decision may be rendered immediately upon the close of the
6 hearing.
- 7 7. If the person filing the complaint is dissatisfied with the
8 decision of the immediate supervisor he/she has five (5)
9 working days to file an appeal and begin the Formal Process.
10 The Formal Appeal will be made to the Vice President and
11 Dean of the College (VPDC). This appeal shall be in writing.

12 E. PROCEDURES -- FORMAL -- STEP II

- 13 1. Upon receipt of the grievance appeal, the VPDC shall convene
14 a hearing within five (5) working days.
- 15 2. People present at the hearing shall be:
16 a. Person filing the grievance (grievant)
17 b. Association representatives
18 c. Immediate supervisor
19 d. Board representatives
- 20 3. After the close of the hearing, the VPDC shall render a decision
21 within five (5) working days.
- 22 4. Upon receipt of the decision, the grievant has five (5) working
23 days to file an appeal with the Board of Trustees.

24 F. THE BOARD OF TRUSTEES -- STEP III

- 25 1. The appeal will be heard at the next regularly scheduled Board
26 Meeting provided the Board has at least five (5) working days
27 to study the material. This means that the material must be

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1 mailed sufficiently in advance so as to reach Board members
2 five (5) working days prior to the Meeting. If this is not
3 possible, then the hearing will be held at the next regularly
4 scheduled Board Meeting following the first hearing postpone-
5 ment. Every reasonable effort will be made by the parties
6 to expedite the processing of a grievance. The number of days
7 stated shall be considered as a maximum at each step.

8 2. At the scheduled closed hearing, both the grievant and the
9 Board may have appropriate representatives present. The grievant
10 shall inform the Board of his/her representatives by name at least
11 forty-eight (48) hours prior to the hearing.

12 3. At the conclusion of the hearing, the Board will render a
13 decision within ten (10) working days.

14 4. Upon receipt of the decision from the Board of Trustees, the
15 grievant has ten (10) working days to file an appeal to the
16 next step.

17 G. ADVISORY ARBITRATION -- STEP IV

18 1. The grievant may request submission of the grievance to an
19 impartial arbitrator selected pursuant to the rules and pro-
20 cedures of Public Employees Relations Commission of the State
21 of New Jersey or the American Arbitration Association. The
22 arbitrator so selected shall be afforded access to all documents
23 used in the prior internal steps in the grievance procedure.
24 The arbitrator shall not have the authority to alter, change
25 or otherwise affect the terms of this Agreement and shall address
26 his judgement solely to the grievance presented. Neither party
27 shall be bound by the decision of the arbitrator. The costs of

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1 the arbitrator shall be borne equally by the Association and
2 the Board.

3 H. GENERAL PROVISIONS

- 4 1. The number of days indicated at each step of this grievance pro-
5 cedure shall be considered as maximum and reasonable efforts
6 should be made to expedite the process. Failure to adhere to
7 the limits set forth shall be considered an abandonment of the
8 grievance. By mutual agreement, the parties may waive time limits
9 at any step. Any such waiver shall be reduced to writing.
- 10 2. No consideration will be given to any document or other material
11 to which all parties to the grievance are not afforded access
12 with time for response.
- 13 3. A grievance may be withdrawn at any time by the aggrieved party
14 and such withdrawal shall constitute a waive of further action.
15 However, if in the judgement of the Association, the grievance
16 affects the general welfare of the faculty as a whole, the
17 grievance may be processed as a grievance of the Association.
- 18 4. Parties named in the grievance or faculty or administrators believed
19 to possess information pertinent to the grievance may be invited,
20 but not required, to present such information at any meeting
21 provided in the steps of this procedure.
- 22 5. All grievance meetings shall be open only to participants, their
23 authorized representatives and to persons presenting information
24 before any meeting concerned with the processing of a grievance.
- 25 6. No reprisals shall be taken against any faculty member for
26 initiating or participating in any grievance.

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7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Chief Negotiator of the Board of Trustees and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.

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

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

1 ARTICLE XXX

2 PERSONNEL FILES

- 3 A. The personnel file of any member of the faculty shall be open to
4 him/her for review upon request. Such requests shall be sub-
5 mitted to the Personnel Administrator or his/her designee not
6 less than five (5) business days before the desired inspection.
7 When reviewing this file, the Personnel Administrator or his/her
8 designee will be present. The VPASA or his/her designee may be
9 present. The official personnel files shall be located in the
10 Personnel Office. The following confidential material contained
11 in the personnel file shall not be made available to the faculty
12 member:
- 13 1. References or other confidential information obtained from
14 outside sources.
 - 15 2. Placement records which contain references.
 - 16 3. Transcripts restricted by the sending institution.
- 17 B. A representative of the Association may, at the faculty member's
18 request, accompany said person while s/he reviews his/her file.
- 19 C. A copy of all internal correspondence, memoranda or other documents
20 relating to the performance, competence, character, service or
21 conduct of a faculty member (except those restricted by the provisions
22 of Par. A) must be placed in his/her personnel file and a copy of
23 such documents should be furnished to the faculty member who shall
24 have the right to respond to such document and to have such response
25 become part of his/her personnel file.
- 26 D. At the request of a faculty member, the nonconfidential contents
27 of his/her personnel file must be opened to him/her at any time

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1 during the processing of a grievance which has been reduced to
2 writing.

3 E. No document may be removed from a personnel file, but copies of any
4 qualified document will be provided to the faculty member upon
5 request.

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ARTICLE XXXI

COUNSELOR WORKLOAD

Fall-Winter Semesters

The full-time load of the counselor during the fall or winter semester is 37.5 points. These points are generally equated to hours and are defined as follows:

- 9 points - DSD teaching - at least one DSD course will be offered for each full-time counselor during the fall and winter semester.* (During the Spring term, DSD courses will be offered for 50% of the counselors).
- 1.5 points - Office hours each week specifically for currently enrolled DSD students.*
- 15 points - The minimum number of scheduled counseling appointments for each counselor for each week that classes are in session. If advisees do not schedule or keep their appointment, counselors are available as back-up walk-in counselors.
- 12 points - This category is flexible and is adjusted to the student and institutional needs for the particular period. Examples of activities included are:
 - 1) staff meetings
 - 2) division meetings
 - 3) pre-enrollment counseling
 - 4) walk-in counseling
 - 5) registration
 - 6) committee and council meetings

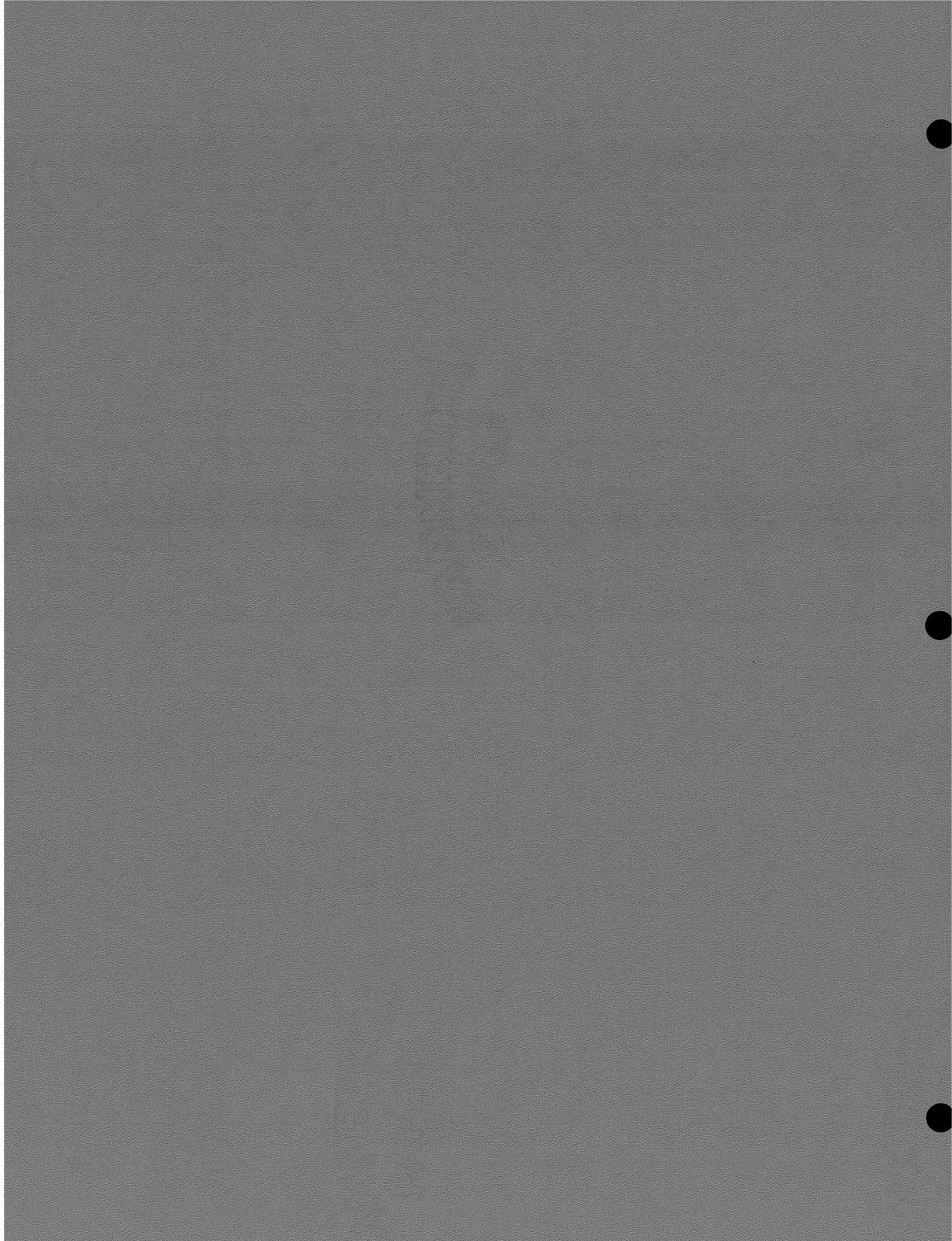
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- 7) orientation
- 8) other professional duties

* If the DSD class is cancelled because of insufficient enrollment, the 9 DSD points (+1.5) will be assigned by the Associate Dean for Student Development.







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APPENDICES

- A. Instructional Load Formula
- B. Student Evaluation and Instructor Return Form
- C. Classroom Visitation Form
- D. Tuition Reimbursement Form
- E. Matrix of Dates
Evaluation, promotion, termination and tenure

The appendices contained herein have been negotiated and agreed to by the parties.



APPENDIX A

INSTRUCTIONAL LOAD FORMULA

Reference: ARTICLE XVIII of the Agreement



1 BURLINGTON COUNTY COLLEGE

2 FACULTY LOAD FORMULA

3 A. RATIONALE

4 The load formula is based on measurement of faculty work effort in terms
5 that are applicable to the teaching-learning environment at Burlington
6 County College. It is designed to recognize that the faculty member's
7 principal responsibilities are instructional and therefore focuses on
8 an acceptable method of measuring the effort necessary to execute those
9 responsibilities. The formula limits itself to considering the
10 variables of preparation, student contact, evaluation and special
11 assignments.

12 B. DEFINITION

13 The load formula is defined as a guide or formula to meet institutional
14 requirements by means of an equitable distribution of faculty time.

15 C. GOALS

16 The formula attempts to accomplish the following goals:

- 17 1. To distribute faculty time in an equitable manner.
- 18 2. To provide for a nonsubjective and accurate determination
19 of faculty load but not to increase or decrease that load
20 experienced in the 1970-71 contract year.
- 21 3. To facilitate the development of effective learning strategies.
- 22 4. To allow for varying modes of instruction.
- 23 5. To reflect the unique learning strategies employed at
24 Burlington County College.
- 25 6. To realistically utilize financial and human resources.
- 26 7. To provide for differentiated staffing.
- 27 8. To be applicable to all faculty members.
- 28 9. To be simple to understand and easy to compute.



1 D. DETERMINATION OF LOAD

2 The determination of a load is to be developed jointly between the
3 faculty member and the Division Chairperson prior to the beginning
4 of each term. It is hoped that this procedure will more effectively
5 involve each faculty member in the construction of his load. The
6 procedure does require that the faculty member come prepared to dis-
7 cuss with his Division Chairperson the various modes of instruction
8 and methods of evaluation which he intends to use during the given
9 term. Under the traditional system, only credit hours and/or lab
10 contact hours were used in determining load. The proposed formula
11 recognizes and gives credit to the faculty member in the following
12 areas:

- 13 1. Preparation
- 14 2. Student Contact
- 15 3. Evaluation
- 16 4. Special Assignments
- 17 1. Preparation

18 Rationale: The preparation points are designed to reflect the
19 faculty member's time and effort which are devoted to preparation
20 for the teaching activities which s/he directs.

- 21 a. Normal Preparation

22 Normal preparation includes, but is not limited to, the
23 following:

- 24 1) Revising course syllabi;
- 25 2) Reading over assignments and lecture notes;
- 26 3) Writing or modifying behavioral objectives;
- 27 4) Revising packets in the accepted format, e.g. concept,

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rationale, objectives and learning strategies;

- 5) Having handouts reproduced and on hand;
- 6) Coordinating the use of technical equipment and personnel;
- 7) Constructing examination.

More credit is given for the original preparation than for duplicate preparations, and preparation is weighted according to the mode used, e.g. classroom or seminar, lecture or laboratory.

b. Instructional Development

1) New Course

A new course factor of up to two (2) units/credit may be given for each previously unoffered college course for which materials have not been prepared and are not available through purchase. The units awarded will reflect the amount of course development required for the new course but will be at least one unit per course. In addition, it is expected that materials will be prepared for the units awarded. Use of this factor should be coordinated with the Division Chairperson and the VPDC.

2) Extensive Revision of an Established Course

To qualify, a faculty member may be expected to drastically revise an existing course. The extensive revision must be agreed upon with the Division Chairperson.

3) Large Group Presentation

To qualify to be credited for the time involved in preparing such a presentation, the instructor would probably



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be using multi-media to instruct more than 47 students
in a single class.

2. Student Contact

Contact time is the scheduled time that the instructor physically
spends with his scheduled class.

3. Evaluation

Two factors are weighted in this instance: the number of students
and the types of evaluation. See instructions for further infor-
mation on how to compute this data.

4. Special Assignments

- a. Conducting feasibility studies designed to establish new
programs;
- b. Liaison with the public in coordinating career programs;
- c. Coordination and Liaison Responsibilities, i.e. Math Lab,
Writing Lab, Science Lab, etc.;
- d. Coordinator of Career Advisory Committee
- e. Others: to be determined on individual basis.

E. LOAD SPECIFICATIONS

- 1. The specification of load in terms of point values, time parameters
and quantitative applications of the formula are identified with
the body of the Agreement. (ARTICLE XVIII)

F. INSTRUCTIONS FOR COMPLETING INSTRUCTIONAL LOAD ANALYSIS FORM

1. INTRODUCTION

- a. This form is to assist the faculty member in determining his
instructional load. The completed form should accurately
reflect the course strategy the instructor intends to use and,
through the use of conversion factors, the amount of instruction-



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al preparation, student contact, and evaluation units that will be necessary to meet his instructional requirements.

2. PREPARATION

a. Your first step in completing the form is determining which mode or modes you will be using to teach the course being analyzed. Recognizing that varying modes of instruction require varying amounts of preparation time, the preparation segment of the form has been subdivided into three major categories - laboratory, classroom or seminar, and large group.

1) Laboratory

In the laboratory mode, the student is individually engaged in self-instructional learning activities or in individualized problem solving. Within this mode, the instructor is primarily a resource person.

2) Classroom or Seminar

In the classroom or seminar mode, the students are jointly engaged in some learning activity generally requiring group interaction. The instructor may be either a resource person, a director of activities, or a participant.

3) Large Group

For the purposes of this formula, a large group will generally consist of a minimum of 47 students as determined at the end of the drop-add period, or fewer with the concurrence of the Division Chairperson. In the lecture mode, the student primarily receives information. The instructor and his audio-visual tools are the primary sources of information.



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4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.



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Under unusual circumstances, it may be necessary for a faculty member to have the responsibility for more than three different courses. When this situation exists, the preparation factor(s) for the additional course will be multiplied by 1 1/2. The additional course(s) will be those having the highest preparation factors.

When there exists a significant alteration in teaching strategies for the same course, then the appropriate preparation factors will be increased by 50% of their value. Such determination must be by mutual agreement between the faculty member and the Division Chairperson.

For example, evening and Bordentown courses probably would have their preparation factors multiplied by 1 1/2 if the instructor were teaching the same course on campus.



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Table 1

Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and Beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Music Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPDC.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e., original, first duplicate second duplicate, and insert them in the appropriate boxes in the Load Analysis Form.



G. Examples

(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	<u>1.0</u>	X	<u>3</u>	=	<u>3</u>	FIRST SECTION
	SECOND HOUR	<u>0.5</u>	X	<u>3</u>	=	<u>1.5</u>	SECOND SECTION
	THIRD HOUR	<u>0.25</u>	X	<u> </u>	=	<u> </u>	



G. Examples

(1) An instructor who is teaching two sections of one course in the classroom mode meeting three times a week, should record his activities as follows:

CLASSROOM	FIRST HOUR	<u>1.0</u>	X	<u>3</u>	=	<u>3</u>	FIRST SECTION
	SECOND HOUR	<u>0.5</u>	X	<u>3</u>	=	<u>1.5</u>	SECOND SECTION
	THIRD HOUR	<u>0.25</u>	X	<u> </u>	=	<u> </u>	



- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

						CLASSROOM	
CLASS ROOM	FIRST HOUR	1.0	X	2	=	2	1 1
	SECOND HOUR	0.5	X	2	=	1	2 2
	THIRD HOUR	0.25	X	4	=	1	
LARGE GROUP	FIRST HOUR	2.0	X	1	=	2	3 3
	SECOND HOUR	1.0	X		=		4 4
	THIRD HOUR	0.5	X		=		

(L.G.)

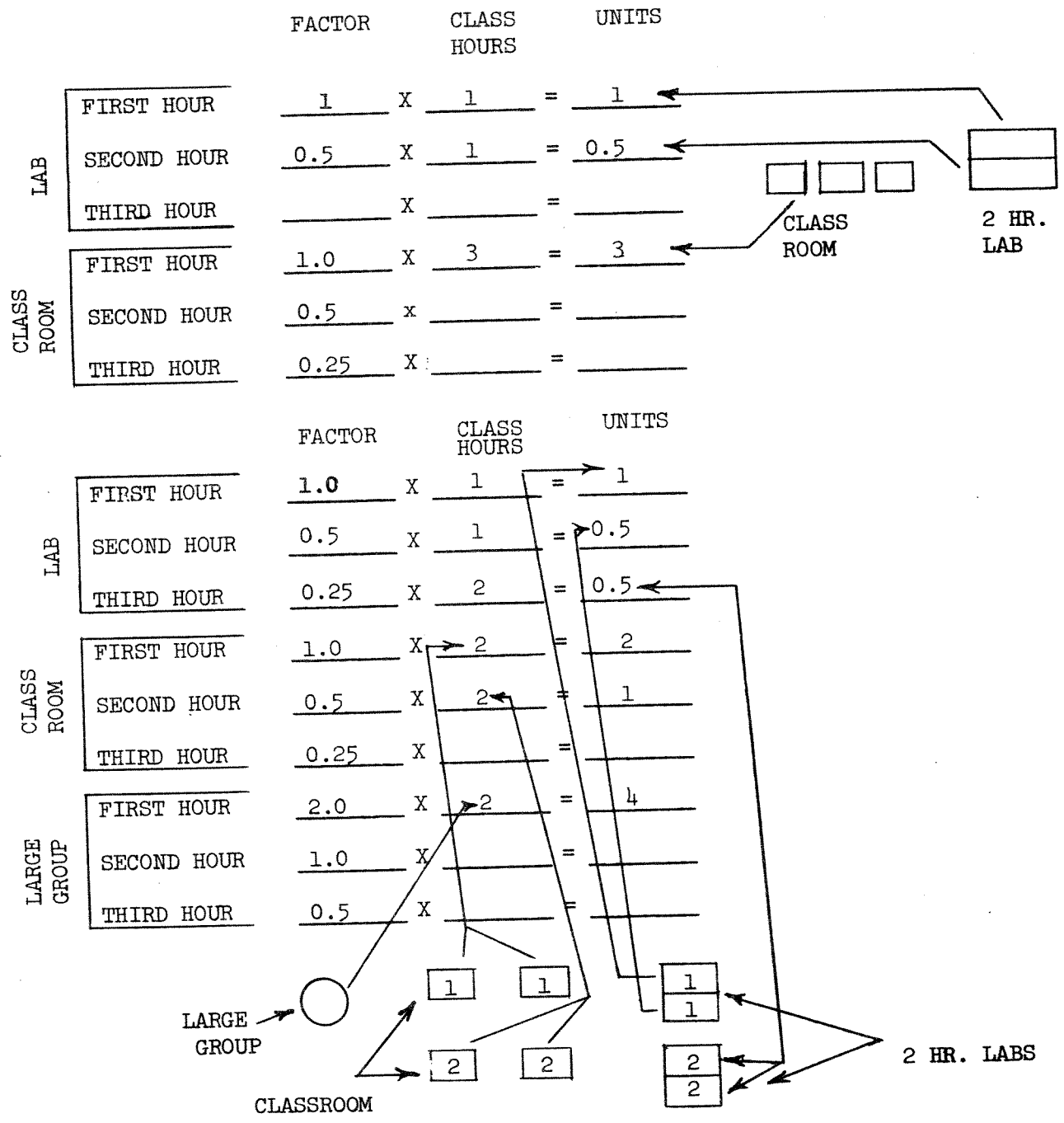
- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

		FACTOR		CLASS HOURS	=	UNITS	
LAB	FIRST HOUR	1.	X	1	=	1	1
	SECOND HOUR	0.5	X	1	=	0.5	2
	THIRD HOUR	0.25	X	1	=	0.25	3
		0.10		17		1.70	4
LARGE GROUP	FIRST HOUR	2.0	x	1	=	2	5
	SECOND HOUR	1.0	X		=		6
	THIRD HOUR	0.5	X		=		.
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(L.G.)



(4) An instructor is teaching two different courses; one meets in one 2-hour lab and in a classroom situation three times per week. The other course meets as two sections combined twice a week as a large group and individually as sections twice a week in classrooms, and individually as sections in 2 hour labs. He would record his activities as follows:





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5) Total Preparation

Once you have calculated your preparation time for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

TOTAL PREPARATION

3. CONTACT

a. Contact time is the scheduled time that the instructor physically spends with s/his scheduled class. One point will be awarded for each such scheduled class hour.

1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT.....SCHEDULED CLASS HOURS.....

LARGE GROUP = 1

8 SEMINARS = 8

9

4. EVALUATION

a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your



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primary testing method. In order to qualify for point factors applicable to the combination evaluation methods, at least one third of the number of tests to be given must be of each of the two other types (Objective or Written).

c. For combination of evaluative methods that do not meet the criteria in Par. b., an average evaluation factor will be determined based upon the point allocation for each testing vehicle used divided by the total number of testing vehicles.

d. Test factors are as follows:

	<u>Obj.</u>	<u>Written</u>	<u>Comb.</u>
1) Faculty grades - faculty records	.06	.18	.10
2) Faculty grades - assistant records	.05	.16	.08
3) Assistant grades - faculty records	.05	--	--
4) Assistant grades - assistant records	.02	--	--

e. Determine as accurately as possible which factor best approximates your test evaluation time and enter that figure in the space marked Test Factor. Now enter the anticipated number of students you and the Division Chairperson expect to be enrolled in the course. (The anticipated enrollment is based upon the best predictive figures available to the Division Chairperson at the time a faculty member's load is determined.) The final enrollment figures will be determined at the end of the drop-add period. Multiplying the number of students by the sum of test factor and the student factor gives you your total evaluation factor. Record this figure in the designated block.

***** Student factors shall be as follows: .005



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EVALUATION:

NUMBER OF STUDENTS 100 X FACTOR (.005 + .06) = 6.5

TEST FACTORS:

.02 .05 .06 .08 .10 .16 .18

Once you have filled out a separate Instructional Load Analysis Column for the different courses you are teaching, summarize the results and place them in the designated blocks on the Instructor Load Summary Column.

There will be no changes in the evaluation factor unless there is mutual agreement between the Faculty member and the Chairperson up to and including June 30, 1982

5. INSTRUCTIONS FOR FILLING OUT THE INSTRUCTOR LOAD SUMMARY SHEET

a. INSTRUCTIONAL LOAD

1) Once the Instructional Load Analysis Column is completed, use the information contained therein to prepare the Instructor Load Summary Column. Summarize the units of preparation, contact, and evaluation that would be necessary to meet your instructional responsibilities and insert those figures in the blocks provided at the right side of the Instructor Load Summary Sheet. Adding together the units of preparation, contact and evaluation gives you your Total Instructional Load.

b. ASSIGNMENTS

1) Instructional Development

a) The amount of credit to be given to an instructor who creates a new course, significantly revises an old course, or develops a new mode for teaching an old course will be by agreement between the instruc-



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tor and the Division Chairperson. The written proposal requires agreement of the VPDC (Refer to Section D. 1.b., Instructional Development-- New Course and Extensive Revision of an Established Course).

2) Other

a) Credit may be given for the performance of duties essential to the well-being of the institution but not recognized in previous sections of this proposal.

This could involve such duties as:

- (1) liaison with public;
- (2) being a major official in a professional society;
- (3) active member of an advisory committee;
- (4) the award of additional office hours where large groups of students are involved, i.e., for every 20 students beyond 140, award 0.5 additional units for each scheduled office hour beyond five (5) hours.

This list shall not be considered all-inclusive but shall be open-ended to include any item meeting the stated criteria. Unless otherwise specified, the rate of credit to be given for performing such duties will be determined by mutual agreement between the instructor and the Division Chairperson, with the written approval of the VPDC.

b) Activities which are recognized by supplementary contract are excluded from calculation under this formula.



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3) Add the units for Instructional Development and Other to arrive at your Total Assignments.

4) Summary

a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.



INDICATE HOW EACH OF THESE STATEMENTS DESCRIBE YOUR INSTRUCTOR BY THE DEGREE OF AGREEMENT/DISAGREEMENT WITH EACH ITEM LISTED BELOW.

DARKEN THE LETTER THAT CORRESPONDS WITH YOUR OPINION.

A -- STRONGLY AGREE

D -- STRONGLY DISAGREE

B -- AGREE

E -- NO OPINION/NOT APPLICABLE

C -- DISAGREE

- | | |
|---|---------------|
| 1. A teacher/student partnership in learning is encouraged by the instructor. | 1. A B C D E |
| 2. The climate of this class is conducive to learning. | 2. A B C D E |
| 3. The instructor respects constructive criticism. | 3. A B C D E |
| 4. I feel free to ask questions in class. | 4. A B C D E |
| 5. The instructor's comments about my work are helpful. | 5. A B C D E |
| 6. The instructor is well prepared for each class. | 6. A B C D E |
| 7. The instructor is able to provide relevant examples to illustrate concepts and theories. | 7. A B C D E |
| 8. The instructor displays a complete understanding of course topics. | 8. A B C D E |
| 9. The instructor appears to be an expert in this field. | 9. A B C D E |
| 10. Lecture information is most relevant to course objectives. | 10. A B C D E |
| 11. The instructor has an effective style of presentation. | 11. A B C D E |
| 12. The instructor stimulates interest in the course material. | 12. A B C D E |
| 13. The instructor emphasizes conceptual understanding of material. | 13. A B C D E |
| 14. The instructor's explanations and comments are very often helpful. | 14. A B C D E |
| 15. I would enjoy taking another course from this instructor. | 15. A B C D E |
| 16. I have achieved the course objectives. | 16. A B C D E |
| 17. My instructor evaluates often and provides help when needed. .. | 17. A B C D E |
| 18. My instructor returns papers, assignments, and tests quickly enough to benefit me. | 18. A B C D E |
| 19. My instructor meets his/her class on time. | 19. A B C D E |
| 20. The instructor dismisses class at the regularly scheduled time. | 20. A B C D E |
| 21. Classes have been cancelled without prior notice. | 21. A B C D E |
| 22. The grading system was clearly explained. | 22. A B C D E |
| 23. Please write down on the back of the answer sheet the strengths and weaknesses of this course and this instructor. | 23. A B C D E |



APPENDIX B (continued)

INSTRUCTOR RETURN FORM

(STUDENT EVALUATION)

Instructors Name: _____

Course #: _____

Section: _____

Location: _____

The Student Course Evaluation was administered on _____
(Date)

_____ was responsible for de-
Student's Name
livering the forms to the Scoring Station.

Instructor's Signature

Please forward to appropriate Chairperson.



APPENDIX C

CLASSROOM VISITATION

Instructor _____ Course _____

Semester/Term _____ Date _____ Length of Visit _____

Division _____ Chairperson _____

Description of Class:

Rating: Rate the instructor on each item, giving the highest scores for unusually effective performance.

Highest		Average		Lowest	Not Applicable
5	4	3	2	1	N/A

_____ 1. The objectives of the lesson were made clear to the class.
Comments:

_____ 2. The instructor stimulated interest in the course material.
Comments:

_____ 3. The lesson appeared well planned and organized.
Comments:

_____ 4. The instructor encouraged critical thinking and analysis.
Comments:

_____ 5. Explanations were clear and to the point.
Comments:

_____ 6. The climate of the class seemed conducive to learning.
Comments:

_____ 7. The instructor encouraged relevant student involvement in the class.
Comments:



_____ 8. The classroom visitation was at a time when the observer was able to fairly judge the nature and tenor of the teaching-learning process.
Comments:

Overall Rating: _____ Satisfactory _____ Questionable _____ Unsatisfactory

Signed: _____ Division Chairperson Date: _____

_____ Faculty Member Date: _____



APPENDIX D

BURLINGTON COUNTY COLLEGE

REQUEST FOR APPROVAL OF TUITION REIMBURSEMENT ELIGIBILITY

Section One (To be completed by employee)

A. Employee Data

- 1. Name _____ 2. Social Security Number _____
- 3. Department _____ 4. Date of Employment _____
- 5. Employee Group: _____ Administrative
 _____ Faculty
 _____ Instructional Assistant
 _____ Special Project Professional Specialist

B. Course(s) Data

- 1. Title of Course _____
- 2. Name of College/University _____
- 3. Tuition: _____ @ _____ = _____
 No. of Credits Cost Per Credit Total Cost
- 4. Course is: _____ Graduate _____ Undergraduate

C. I understand that approval of this request, if granted, indicates only that the course(s) indicated above are eligible for tuition reimbursement in accordance with applicable procedures. No guarantee of any amount of reimbursement is stated or implied by any approval of this form.

Signature of Employee

Date

Section Two (To be completed by employee's immediate administrative supervisor)

- 1. The course(s) indicated hereinbefore: _____ are relevant to the employee's duties at BCC
 _____ are not relevant to the employee's duties at BCC

2. The employee's position is funded by:

- _____ Operating budget monies
- _____ Restricted (i.e. grant) monies

If this block is checked, please complete the following:

_____ Restricted funds are available to cover this tuition reimbursement and the account number to be charged is: _____

_____ Restricted funds are not available to cover this tuition reimbursement



3. The aforementioned course(s):

_____ are eligible for tuition reimbursement

_____ are not eligible for tuition reimbursement

Section Three (To be completed by appropriate administrative and executive staff members)

The course(s) indicated hereinbefore:

_____ are approved as being eligible for tuition reimbursement

_____ are not approved as being eligible for tuition reimbursement.

Intermediate Supervisor(s)

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

Printed Name	Title	Signature	Date
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Appropriate Executive
Staff Member

Printed Name	Title	Signature	Date
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Copy Distribution:

1. Both the original and the copy should be submitted by employee to the immediate administrative supervisor.
2. The original and the copy should be forwarded through the parties indicated hereinbefore to the Personnel Department.
3. The Personnel Department will:
 - a. Return the original to the faculty member who should retain it and submit it with the other required tuition reimbursement application materials after completion of the course(s)
 - b. Retain the copy

Form 0100-028 06/81 (Rev.)



APPENDIX E

EVALUATION

- September 30
 - First Year Faculty establish objectives.
 - Faculty who receive less than a satisfactory evaluation shall submit an interim report concerning corrective measures to chairpersons.
- November 15
 - First Year Faculty follow-up meeting to renew progress.
- January 15
 - First Year Faculty--submission of material to Chairperson.
- January 30
 - First Year Faculty--Chairperson responds.
 - First Year Faculty--New objectives established for next academic year.
- March 15
 - All Faculty submit Annual Reports.
- April 15
 - Division Chairpersons respond to Annual Report.
- 11-13 week -
Semesters
 - Student Course Evaluations
- 3-5 week-
Terms
 - Student Course Evaluations



APPENDIX E (continued)

PROMOTION

- February 1 - All interested faculty apply for promotion consideration for the following year.
- February 15 - Tract II promotion plan forwarded to Dean of Academic Affairs
- March 15 - Rejection or approval of Tract II promotion plan.
- May 1 - Final recommendations for promotion forwarded to Dean of Academic Affairs
- May 15 - Promotion recommendations forwarded to VPDC by Academic Dean.
- June 1 - Promotion recommendations forwarded to President by VPDC.
- June 15 - Academic Dean notifies Supervisor of rejection or approval for promotion recommendations.
- Board Meeting in June - Promotions announced.



APPENDIX E (continued)

NON-REAPPOINTMENT

2nd Year Contract	March 15 of First Year
3rd Year Contract	February 15 of Second Year
4th Year Contract	February 15 of Third Year
5th Year Contract	February 15 of Fourth Year
6th Year Contract	February 15 of Fifth Year



APPENDIX E (continued)

TENURE REVIEW

- December 1
- Tenure Review
 - VPDC transmits recommendations of Tenure Review Board to the President.
 - Recommendations scheduled for January Board Meeting.
- January
- Candidate for Tenure considered at the January Board Meeting (usually the third Tuesday).







REFERENCES

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- A. Individual Employment Contract and Memorandum of Assignment
- B. Board Policy #126
- C. College Pay Dates
- D. Sabbatical Leave Form
- E. Demand and Return System

The Reference material included in this agreement is done as a convenience to all concerned. These reference sections have not been the object of negotiations by the parties.



REFERENCE A

BURLINGTON COUNTY COLLEGE

EMPLOYMENT CONTRACT: FULL-TIME FACULTY

THIS CONTRACT entered into by and between BURLINGTON COUNTY COLLEGE, a Body Corporate, Pemberton-Browns Mills Road, Pemberton, New Jersey 08068 (hereinafter called the "College") and _____ (hereinafter called the "Employee") shall become effective on the date hereinafter provided.

WITNESSETH:

It is hereby mutually agreed to between the College and the Employee as follows:

1. Position Description and Term of Employment

The Employee shall serve in the position of _____ with the Academic Rank of _____, in the College in the _____ and under the control of the College Board of Trustees, which position is a(n) _____ month position. Employee shall begin service on _____, 19____, and shall be employed until _____, 19____, both inclusive, said period constituting Employee's "working period".

2. Salary

In consideration of said services, the employee shall be compensated at the base salary rate of \$ _____, per _____ month year, prorated for said Employee's actual services during the above-described working period. Such compensation shall be payable during said Employee's working period according to prevailing College payroll procedures; provided, that if Employee's actual working period is shorter in duration than the number of months of the position as indicated in Paragraph 1, Employee's actual earnings shall be in the same proportion to the above-cited salary rate as said Employee's actual working period is to the number of months in the position.

3. Conditions Precedent

The Employee agrees that the following shall be conditions precedent to the employment provided herein and that documentation indicating compliance with such conditions shall be on file with the proper agency of the Board of Trustees before any payments for services under this contract shall be made.

- a.
- b. **NONE**
- c.

4. Term and Status of Employment, Qualifications, Duties, Observation of Rules

The Employee hereby agrees to the term and status of the Employee's employment as hereinbefore set forth. The Employee having represented and the College having relied thereon that she/he is duly qualified to serve in the capacity or capacities designated shall perform such related duties as the Board of Trustees, President of the College, and their authorized representatives shall direct, and shall observe and enforce all of the rules prescribed for the College by the Board of Trustees.

5. Laws, Rules, Regulations

This contract shall be governed in accordance with all applicable laws of New Jersey, the lawful rules and regulations of the Board of Higher Education, the rules and policies of the Board of Trustees, the Administrative regulations and procedures of the College, and the provisions of the Collective Agreement by and between the Board of Trustees of the Burlington County College and the Burlington County College Faculty Association, all of which are hereby made a part of the terms and conditions of this Contract as if fully stated herein.



REFERENCE A (continued)

6. Signature and Return of Contract

If the Employee does not sign and return the original and one (1) copy of this employment contract to the College's Personnel Department within sixteen (16) calendar days of the date of issuance hereinafter specified, the College may interpret that:

- a. In the case of a reappointment contract, that reappointment is not desired and that the Employee has resigned from her/his position at the College.
- b. In the case of initial employment, that the Employee is declining said employment.
- c. In the case of supplemental employment, that the Employee is declining said supplemental employment.

Exceptions may be made upon written request for extension. Any such request should be addressed to the President of the College and submitted to the Personnel Department. The request must include a specific date by which the individual will submit the contract; said date shall not be more than ten (10) calendar days beyond the original due date hereinafter specified unless otherwise agreed to by the President of the College. Any extensions which may be granted by the President of the College will be in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the dates hereinafter provided.

BURLINGTON COUNTY COLLEGE

Date contract issued
to Employee by
Personnel Department
Date _____
Initials _____

By: _____
Employee

Date signed and date
this contract is entered
into by the College and
the Employee _____

Date signed contract
due in College's
Personnel Department

President of the College

Date
Signed _____

(unless modified in
accord with Paragraph 6)

NOTE - To 10 Month Employees Only: Selection of 10 or 12 Month Payment Schedule

- 1. Ten (10) month employees have the option of receiving payment of base annual salary on a 10 or 12 month basis.
- 2. Consider your choice carefully as the College cannot change your method of payment once you have selected an option.
- 3. Please indicate your choice below by checking the appropriate box:

_____ 10 Month _____ 12 Month



REFERENCE A (continued)

BURLINGTON COUNTY COLLEGE

MEMORANDUM OF ASSIGNMENT

OF

COACHING OR ACTIVITY SPONSORSHIP

(AS DEFINED IN THE FACULTY COLLECTIVE AGREEMENTS)

The following assignment is hereby made by the College and accepted by the Faculty Member:

Name of Faculty Member _____ Social Security # _____

Home Division _____ Division of this Assignment _____

Title of Activity _____

Effective Dates of Activity _____

Compensation for Activity _____

Director of Personnel Affairs Date Faculty Member Date



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

Faculty personnel at Burlington County College may be roughly divided into two categories, with respect to performance, service, and time given for professional improvement. First, there is a body of faculty who teach, serve the college and community, and choose to spend a considerable amount of time working on advanced degrees, with the goal of eventually attaining a doctoral degree. Second, a number of faculty who also teach and serve the college and community choose to spend a large portion of their time developing new programs and courses and pursuing highly specialized studies, but not necessarily as part of the requirements for an advanced degree (such as advanced engineering certificates). In general, personnel in category two more often than not are in the field of career programs.

Both categories of faculty make equally important contributions to the College, and the purpose of this revised policy is to give equal recognition to both categories, and to provide a means for advancement in rank commensurate with the contributions of each. Thus, this policy provides two tracks for advancement in academic rank.

Regardless of the track chosen, however, the following applies to both:

Promotion in academic rank is given in recognition of exceptional professional accomplishments and distinguished service to the College and its mission. Satisfactory work, as contrasted with exceptional or outstanding work, is not a recommendation for promotion, especially to the senior ranks of Associate Professor or Professor.

Eligibility for promotion--regardless of the track chosen--is first based on time in grade and cumulative experience. No one is eligible for promotion until the time factors listed below have been met.

Academic Rank

Cumulative Length of Relevant College Experience

Instructor	0
Assistant Professor	3
Associate Professor	6
Professor	9



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

Track I

Faculty who choose to seek advancement in academic rank based on successful teaching*, service to the College and community, and the accumulation of formal coursework leading to advanced degrees, must meet the following criteria:

<u>Rank</u>	<u>Educational Preparation</u>
Assistant Professor	Masters degree and 15 credit hours of relevant course work
Associate Professor	Masters degree and 15 credit hours of relevant course work beyond requirements for Assistant Professor - Total of 30 relevant credit hours.
Professor	Doctoral degree or 15 hours of relevant course work beyond requirements for Associate Professor - Total of 45 relevant credit hours - and instructional efforts at Burlington County College of the originality, scope, and quality required of a doctoral dissertation. This work will stand in place of a dissertation, <u>but</u> evaluation of that work requires the opinion of two consultant-evaluators from outside the BCC faculty or staff.

*Teaching is a generic term which is applicable to the work of all faculty personnel.

In addition to fulfilling the minimal requirements for professional experience and educational preparation, promotion from one rank to another requires demonstrable proof of exceptional,

- 1) mastery of professional work, and
- 2) contributions to the college, the profession, and the community



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

In accordance with Administrative Procedure 804--Procedure for Awarding Continuing Education Units (CEU)--credit towards promotion will be given for application to the following ranks, at the following rates.

<u>Rank</u>	<u>CEU Credit</u>
Assistant Professor	50% of the 15 credit hours beyond a masters degree (i.e., 22.5 CEUs).
Associate and Full Professor	50% of the 30 and 45 credit hours (respectively) beyond a masters degree (i.e., 45.0 and 67.5 CEUs).

3 CEU's shall be equated to one graduate school credit.

The following is a list of illustrative factors which may be taken into consideration when assessing "exceptional professional accomplishments and distinguished service to the College and its mission". This list should not be considered exhaustive; others may apply.

- *a) Instructional development as specified by prevailing College philosophy. Any consideration of this factor, however, must address the question of course validation.
- b) Introduction of new programs and the collateral work necessary to bring about results. Work with grant programs will be accepted.
- c) Authorship of articles and books of acknowledged academic merit.
- d) Assistance to colleagues in one or more areas of professional responsibility.
- e) Leadership in college-related activities apart from the direct purpose of employment.
- f) Leadership in community service.
- g) Leadership and contributions to one or more professional organizations.



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

*h) Student and supervisory evaluation of effectiveness.

*a) and h) are required for the classroom teaching faculty.

While other considerations may be taken into account, a composite of exceptional accomplishments and contributions such as those listed above should form the basis for advancement in academic rank.

Track II

Track II is open only to faculty who are seeking promotion to the senior ranks of Associate Professor or Professor.

Faculty choosing this track as a means of promotion are required to execute a performance contract in advance, which must in turn be approved by the Chairperson, the Dean of Academic Affairs, and the Vice-President and Dean of the College.

The contract must be in the nature of a plan, designed to address the combined issues of service to the College, the community, and professional development, of the contractor. It is anticipated that service to the college will be the dominant feature of the contract, and it is also anticipated that contracts will be multi-years in length. It is also acknowledged that any contract will contain a large measure of activities specifically related to individual interest, and because an avowed purpose of this policy is to bring equity to the promotions process, consideration of past accomplishments may be taken into account. However, Track II should not in any way be construed solely as a means of recognizing past accomplishments. Contributions of the present and for the future will be given predominant weight in importance and evaluation.

The following is a list of illustrative activities which might be used as a guideline for preparing a contract. This list is not exhaustive either; other factors may apply.

1. Development of instructional programs which significantly contribute to the liquidity of the College's financial stability, while simultaneously maintaining high academic standards.



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

6. Book publication. In the broad field of education.
Evaluation: published book, a contract with a publisher,
or written materials in progress.
7. Journal and other professional articles. In the broad
field of education.
Evaluation: published articles
8. Research reports and syllabi. In the broad field of
education.
Evaluation: written document, or acceptance by a sponsoring
agency.
9. Unpublished works, papers, and speeches of significance.
Evaluation: evidence of accomplishment and approval by
the department chairman.
10. Directed research involving other individuals. In the broad
field of education.
Evaluation: published results, or adoption and implementa-
tion by one or more educational agencies.
11. In-progress written reports or manuscripts. In the broad field
of education.
Evaluation: evidence of progress with a time-line for
completion and approval by the department
chairman.
12. Professional consulting which increases the level of competence
of educators in the field thus making a contribution to
education.
Evaluation: department chairman and faculty member agree.
Proof rests upon the faculty member.



Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

13. Professional service--national, state, and local educational organizations; committees serving the college. (Maintenance committees in the department and college and membership in a professional organization is a normal expectation of all members of the faculty).

Evaluation: appointment and service, approved by the department chairman.

14. Major curriculum planning and revision.

Evaluation: recognized by the department chairman and the Academic Dean. Recognized by the department, or a written plan with developed materials.

15. Attendance and participation in major professional conventions and workshops.

Evaluation: approved by the department chairman.

16. Effecting major administrative changes in organizational patterns, models, program thrust, within the department or college.

Evaluation: approved by the department chairman.

17. Preparation and implementation of grants from external sources.

Evaluation: program success, measured in terms of cost effectiveness, academic standards, and review by Division Chairperson.

18. Any factors chosen from the Track I list (a-h) which may be found relevant to the candidate's contract.

Evaluation: written documentation.



Burlington County College

BOARD POLICY

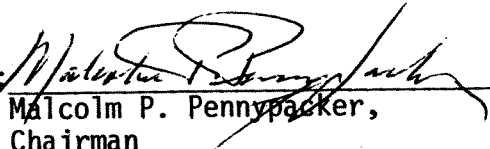
Title: Promotion Policy for Instructional (Faculty)
Personnel

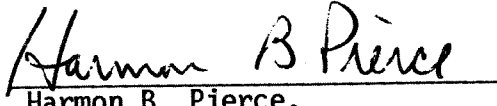
No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

While Track II provides an option to promotion in academic rank outside the more narrowly proscribed means in Track I, Track II should not be viewed as a "short cut" to promotion in academic rank. The review and adjudication process will be very carefully controlled, and candidates applying under the provisions of this track must indeed have impressive records of exceptional professional accomplishments and distinguished service to Burlington County College and its mission.

Approved by:


Malcolm P. Pennypacker,
Chairman


Harmon B. Pierce,
Secretary



REFERENCE C
BURLINGTON COUNTY COLLEGE

OFFICIAL COLLEGE PAYDATE SCHEDULE FOR FISCAL YEAR 1982 (7/1/81-6/30/82)

(PAYDATES ARE ON FRIDAYS UNLESS OTHERWISE NOTED)

<u>PAYDATE</u>	<u>NOTES</u>
July 3, 1981	1. Paychecks dated July 3 will be distributed at 3:00 p.m. on July 2 (Thursday) since College is closed on July 3.
July 17, 1981	1. Paychecks dated July 17 will be distributed at 3:00 p.m. on July 16 (Thursday) since College is closed on July 17.
July 31, 1981	2. First payment of Faculty Summer Supplemental contracts. 1. Paychecks dated July 31, will be distributed at 3:00 p.m. on July 30 (Thursday) since College is closed on July 31.
August 14, 1981	2. Second payment of Faculty Summer Supplemental contracts. 3. No Retirement/Life Insurance Deductions (PERS & TIAA-CREF). 1. Paychecks dated August 14 will be distributed at 3:00 p.m. on August 13 (Thursday) since College is closed on August 14.
August 28, 1981	2. Third (final) payment of Faculty Summer Supplemental contracts. 3. Payment for Summer Adjunct Faculty contracts. 1. Regular Paydate.
September 11, 1981	1. First paydate for 10 Month Faculty and I. A.'s for both 10 month and 12 month payment options.
September 25, 1981	1. Regular Paydate.
October 9, 1981	1. Regular Paydate.
October 23, 1981	1. First half of Fall Overload and Adjunct payments.

REFERENCE C



BURLINGTON COUNTY COLLEGE

OFFICIAL COLLEGE PAYDATE SCHEDULE FOR FISCAL YEAR 1982 (7/1/81-6/30/82)

(PAYDATES ARE ON FRIDAYS UNLESS OTHERWISE NOTED)

<u>PAYDATE</u>	<u>NOTES</u>
November 6, 1981	1. Regular Paydate.
November 20, 1981	1. Regular Paydate.
December 4, 1981	1. Regular Paydate.
December 18, 1981	1. Second half of Fall Overload and Adjunct payments.
January 1, 1982	1. Paychecks dated January 1, 1982 will be distributed on December 22, 1981 (Tuesday) since the College is closed December 23, 1981 through January 3, 1982 for holiday and energy conservation.
January 15, 1982	1. Regular Paydate.
January 29, 1982	1. No Retirement/Life Insurance Deductions (PERS & TIAA-CREF)
February 12, 1982	1. Regular Paydate.
February 26, 1982	1. First half of Winter Overload & Adjunct payments.
March 12, 1982	1. Regular Paydate.
March 26, 1982	1. Regular Paydate.
April 9, 1982	1. Paychecks dated April 9, will be distributed on April 8 (Thursday) since the College is closed on April 9, for holiday.
April 23, 1982	1. Paychecks dated April 23 will be distributed on April 22, since the College is closed April 23, for energy conservation.
	2. Second half of Winter Overload and Adjunct payments.
May 7, 1982	1. Regular Paydate.
May 21, 1982	1. Regular Paydate.



BURLINGTON COUNTY COLLEGE

OFFICIAL COLLEGE PAYDATE SCHEDULE FOR FISCAL YEAR 1982 (7/1/81-6/30/82)

(PAYDATES ARE ON FRIDAYS UNLESS OTHERWISE NOTED)

<u>PAYDATE</u>	<u>NOTES</u>
June 4, 1982	1. Regular Paydate.
June 18, 1982	1. Final paydate for 10 Month Faculty and I.A.'s on 10 Month Payment option. 2. Spring Overload and Adjunct payments.

Kenneth D. McCarty
Director of Personnel Affairs
May 21, 1981



BURLINGTON COUNTY COLLEGE

OFFICIAL COLLEGE PAYDATE SCHEDULE FOR FISCAL YEAR 1982 (7/1/81-6/30/82)

(PAYDATES ARE ON FRIDAYS UNLESS OTHERWISE NOTED)

<u>PAYDATE</u>	<u>NOTES</u>
June 4, 1982	1. Regular Paydate.
June 18, 1982	1. Final paydate for 10 Month Faculty and I.A.'s on 10 Month Payment option. 2. Spring Overload and Adjunct payments.

Kenneth D. McCarty
Director of Personnel Affairs
May 21, 1981



REFERENCE D

SABBATICAL LEAVE APPLICATION

DATE: _____

NAME OF APPLICANT: _____

DIVISION: _____

SABBATICAL DATE:

BEGINNING: _____

ENDING: _____

1. GENERAL STATEMENT OF PURPOSE:

2. SPECIFIC ACTIVITIES:

3. PERSONAL DEVELOPMENT:

4. BENEFIT TO COLLEGE:

As stipulated by the Collective Agreement, the salary rate for the time requested is _____ full salary; _____ two-thirds salary; _____ one-half salary; _____ other. (Check One)

My present salary is \$ _____ on the basis of _____ months.

My salary upon return from leave will be determined as follows:



I have been a member of the faculty at Burlington County College for _____ consecutive years at the academic rank as follows for the year indicated.

_____ (Rank)	_____ (Year)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

My previous Sabbatical Leaves while serving at BCC have been as follows:

If granted a Sabbatical Leave, I hereby agree to abide by the terms of this leave agreement as well as those in the Collective Agreement in force.

Signature

Date

APPROVALS

Chairperson

President



Local Association Demand and Return System (internal procedure required by law of local associations with a representation fee)

In compliance with Ch. 477, P.L. 1979, the _____ Association (hereinafter the "Association"), adopts the following demand and return system.

I. Definitions

A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.

B. "Days" means calendar days.

C. "Fiscal year" means September 1 through the following August 31.

D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

E. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.

F. "Political activity" means:

1. the support of a candidate for public office, a political party, or a political action committee;
2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and
4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

G. "Preliminary rebate" means the result of the following computation:

1. Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.

3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

H. "Final rebate" means the result of the following computation: not more than 30 days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the _____ County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

J. "Regular membership dues, and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

II. Notification of Eligibility for Rebate

A. Not more than 60 days after the representation fee agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

1. whether there is any preliminary rebate and, if so, its amount; and
2. the steps to be taken by a nonmember in order to request a rebate.

B. The Association shall post the notice for a period of not less than 30 days in the same manner as it normally posts notices of interest to members of the negotiating unit or



otherwise shall make a good faith effort to communicate to nonmembers in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any nonmember who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

III. Request for Rebate

A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 30 days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

B. The written statement shall include:

1. a statement by the nonmember that he or she is not a member of the Association;
2. whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
3. the name, address, and employment position of the nonmember.

C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

IV. Acknowledgement of Request for Rebate

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that;

- a. the request for a rebate has been received;
- b. the amount of the preliminary rebate, if any, has been placed in an escrow account; and
- c. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

V. Notification of Final Rebate

A. Not more than 30 days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:

1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
2. the reason for any difference between the preliminary and final rebates; and
3. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.

B. Any final rebate paid to a nonmember who has paid a representation fee for less than an entire fiscal year shall be proportionately reduced.

VI. Challenge to Final Rebate

A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 10 days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.

B. If the challenge is not disposed of to the satisfaction of the nonmember pursuant to paragraph A above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than 10 days after the nonmember sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

C. The Regional Review Panel shall render its decision not more than 30 days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

VII. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

NEW JERSEY EDUCATION ASSOCIATION

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INDEX

<u>ITEM</u>	<u>PAGE NO.</u>
Academic Freedom	56
Appointment	4
Association Business	10
Attendance at College Meetings & Activities	52
Bereavement Leave	65
Contract Content	8
Contract Period	8
Contract Year	4
Counselor Workload	82
Deferral of Points	41
Duration of Agreement	85
Evaluation Procedures	27
Extension of Leave	68
Grievance Procedure	74
Health Benefits	60
Instructional Workload	53
Instructors Course & Classroom Rights & Responsibilities	21
Joint Appointments	84
Leave of Absence Without Pay	66
Leaves	64
Load Formula	40
Load Rates	44
Maternity Leave	70
Negotiation Procedures	2
Non-Discrimination	8
Non-Reappointment	7



Office Hours	55
Overload Courses - Assignment	48
Part-Time Contracts	45
Payroll Deduction for Association Dues	11
Payroll Deduction for Respresentation Fee	15
Payroll Deductions Schedule	14
Personal Leave	65
Personnel Files	80
Promotion Procedures	32
Reappointment	6
Recognition	1
Reduction in Staff	9
Resignations	8
Retirement/Life Insurance Programs	61
Sabbatical Leave	71
Salaries	57
Short Term Leave	66
Sick Leave	64
Staff Support	25
Supplemental Term Assignments	50
Tuition Reimbursement	34
Tuition Remission	22
Use of College Property	11

