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AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES  
OF  
MIDDLESEX COUNTY COLLEGE  

---

AND  
THE FACULTY ORGANIZATION  

---

OF  
MIDDLESEX COUNTY COLLEGE  
(LOCAL 1940 AFT) (AFL-CIO).

2 1980-1981

MIDDLESEX COUNTY COLLEGE

AFT CONTRACT 1980-81

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(1103B)

AGREEMENT - PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to the provisions of N.J.S.A. 18A:64A-1 et. seq., hereinafter called the "Board" and the Faculty Organization of Middlesex County College, Local 1940, AFT (AFL-CIO), hereinafter called the "Union,"

Witnesseth:

WHEREAS, the parties heretofore through negotiations in good faith have reached agreement on salaries, terms and conditions of employment and grievance procedures, and desire to execute this contract covering such Agreement:

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

ARTICLE I        RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to salary, fringe benefits, grievance procedure, and those conditions of employment covered by this Agreement for all full-time faculty members hereinafter referred to as "members" employed by the Middlesex County College Board of Trustees, but excluding Department Chairpersons, the Director of Admissions, the Director of Student Activities, the Registrar, Assistants to the Deans of Administration, managerial executives, supervisors as defined in the Act, office clerical employees, craft employees, and police officers.
- B. The Union agrees to submit its contract renewal proposals on or before November 3, 1980. The Board agrees to study such proposals and present, on or before November 17, 1980, its counterproposals in preparation for an immediate start of negotiations. Negotiations shall begin by November 24, 1980.

ARTICLE II       RIGHTS OF THE UNION

- A. The Union may use College building facilities for meetings provided that such use shall not interfere with or interrupt normal college operation, and subject to agreement by the administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.



- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on College property, provided that this shall not interfere with or interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.
- C. The Union may post notices and other materials relating to Union activities on College bulletin boards, subject to the following regulations: All material posted must include a removal date, the name of the responsible party, and must be no larger than 14"x22". The Union may make reasonable use of the College mailing services, exclusive of the College postage meter, and the faculty mailboxes.
- D. The Board agrees to furnish to the Union, as soon as possible, upon request to the President, the following documents:
- . Annual Financial Reports
  - . Annual Audits
  - . Adopted Budgets - as of the date of formal adoption by the Board of Trustees and prior to transmission to the Board of School Estimate, and as approved by the Board of School Estimate.
  - . Payrolls of faculty covered by this Agreement.
  - . Minutes of meetings of the Board.
  - . Last known addresses, per College records, of the faculty covered by this Agreement.
  - . Roster of members including names, addresses, and telephone numbers.
- E. The Board further agrees to provide to the Union such information, through the President, as may be reasonably required and requested by the Union to process any grievance under this Agreement or to negotiate subsequent Agreements.
- F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it, or to provide such information in any form other than that in which it would be normally provided by the Board or College administration, nor prior to the time it would normally be provided.
- G. The assigned faculty office of the Union President shall be deemed to be the official office of the Union. The Board agrees to assign no other faculty members to said office. The Union may install necessary equipment, owned by it, in said office.

1. Within the term of this agreement, the Union shall have the right to purchase from the Board any office equipment which is about to be replaced at a price equal to the trade-in value of said equipment.
  2. Local 1940 will have access to the Gestetner equipment in the administration building at times when the machine is not being used by the staff. Local 1940 agrees to provide its own paper and material.
- H. It is hereby mutually agreed that the areas of faculty salaries, terms and conditions of employment and grievance procedures are outside the province of the College Assembly.
- I. Upon request of the Union, the Board shall consult with the Union on matters of mutual concern.
- J. The Union President shall be entitled to speak at any public Board meeting immediately following the completion of committee and other official reports.
- K. The Union shall have a load reduction of six (6) contact hours per semester. The reduced load may be divided equally between two persons in each semester. The two individuals shall have a maximum of twelve (12) contact hours per semester. The two individuals designated by the Union shall not suffer any loss in pay or full-time status. If the individual involved is a non-teaching member, a contact hour shall be deemed to be the equivalent of two working hours per week.

If the Union designates one person, the individual shall have a maximum load of nine (9) contact hours per semester, and shall not suffer any loss in pay or full-time status.

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

### ARTICLE III RIGHTS OF FACULTY

- A. It is hereby mutually agreed that each nontenured member of the bargaining unit shall be evaluated at least twice annually; and that each tenured member of the bargaining unit shall be evaluated at least once annually; and that a copy of a written

report of each such evaluation shall be furnished to the faculty member within fourteen (14) days. Observations by administrators of any faculty member shall be limited to four (4) consecutive hours per observation. All faculty evaluations performed by supervisory personnel will be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any such material may be answered by the faculty member, and any such answer shall be attached to the evaluation in the file. No file shall be kept to which the member may not have access if the material therein refers to him/her, and he/she may obtain copies of all such material. Exceptions to the above shall be:

- (1) Any material predating his/her date of employment with the college.
- (2) Any material originating with the faculty member.
- (3) Any material a copy of which has previously been made available.

B. Classroom Observations:

- (1) Classroom observations shall be used for the purpose of improving instruction and to aid in determining whether a faculty member may be promoted or retained. The observation shall be conducted within each department by the department chairperson.
- (2) A faculty member may also be observed by a peer of the faculty member chosen by the Union. The peer shall be from the same department. In the event that the department consists of the chairperson and only one faculty member, the peer may be selected from a related department within the same division. The report of the peer observation of the faculty member shall be attached to that of the chairperson; and in the event the faculty member is recommended for promotion, the peer report shall be attached to said recommendation to be reviewed simultaneously by Dean, Vice President, and the President, in turn.
- (3) Classroom observations must be based on observable instructional criteria provided in advance by the department chairperson.
- (4) Classroom observations of nontenured members of the bargaining unit shall take place twice annually, and those of each tenured member of the bargaining unit at least once, and no more than twice annually. However, further observation visits may be made by academic supervisors. In the

event such further visits are made, the Union shall be notified at least three (3) days in advance before each visit is made, and the supervisor shall make a report of the visit. A copy of the report shall be filed with the Union. The faculty member may request that the Union select a peer to accompany the department chairperson at this additional observation. A department chairperson shall honor requests for additional classroom observations.

- (5) The observation reports must contain a conclusive statement, either positive or negative, of the classroom observation. In the event the department chairperson's evaluation is negative, a follow-up observation will be made by the department chairperson. The department chairperson will notify the faculty member of the date and time of the follow-up observation at least three (3) days in advance. The faculty member may request that the Union select a peer to accompany the department chairperson at this follow-up observation.
- (6) A copy of a written report of each observation shall be furnished to the faculty member within fourteen (14) days.
- (7) All classroom observations performed by department chairpersons shall be discussed with the faculty member and signed by him/her acknowledging discussion prior to being placed in his/her file.
- (8) Any classroom observation may be answered by the faculty member within fourteen (14) days of signature by the faculty member, and such answer shall be attached to the evaluation in the file.
- (9) A faculty member may request that the peer classroom evaluation be placed in his/her file.
- (10) A faculty member may place in his/her official college file any material that is relevant to his/her employment at the college.

C. Preference for Adjunct Positions:

- (1) Members of the bargaining unit shall have preference for teaching at night and during the summer to the extent of two (2) courses per semester.

A faculty member's load shall not exceed a maximum of eight (8) contact hours per semester unless agreed upon by the member and the Dean of Continuing Education. Before any bargaining unit member is granted a second course, each bargaining unit member in the department requesting evening and summer courses shall be granted one (1) course. All reasonable attempts shall be made for an equitable distribution of contact hours.

It is recognized by the parties that the preference for the summer includes the Summer of 1981 and extends beyond the contract expiration date and is not subject to the restrictions of Article XI.

- (2) Irrespective of the other established rates, members of the bargaining unit shall receive the following rates per contact hour: Summer, Fall, and Spring Semesters of 1980-81 -- \$380.00.

If the standard rate paid to outside faculty for adjunct services exceeds the above rate as outlined, bargaining unit members shall be paid said higher rate.

- (3) This provision in no way grants recognition to the Union as collective bargaining representative of the adjunct faculty.

D. Members shall not be required to work in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety.

E. Assignments:

- (1) A faculty member will not be assigned in an area in which he/she lacks preparation, except in cases where the faculty member, the administration, and the Union agree this could be to the mutual advantage of the faculty member and the college.
- (2) Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges he/she would have had if he/she had continued in the faculty status without interruption.

F. Voice or Image Reproduction:

Under no circumstances will audio or video tapes or computer programs be used to reduce the number of teaching positions existing at the College in May, 1980, exclusive of any one-semester only contracts or to deprive any present faculty member of his/her teaching position.

It is understood and agreed that audio-video tapes, computer programs or other audio-tutorial devices may be used on the campus in 1980-81. It is also understood that large lecture sessions may be scheduled and that various other scheduling techniques may be used to maximize the benefits of advancing technology.

Before any change is made with respect to the present approach or methods of teaching a significant part of a course utilizing voice or image reproduction, including the utilization of large lecture sections using voice or image reproduction, it shall be reviewed by a committee consisting of four (4) faculty members appointed by the Union, four (4) administrators appointed by the Vice President for Academic and Student Affairs, and the Dean of the Division involved, who shall chair the committee.

It shall be the duty of said committee to investigate the proposal and to determine whether or not the proposed use of voice or image reproduction to teach a significant part of a course would reduce the number of teaching positions existing at the college in May, 1980, would deprive any faculty member of his/her teaching position, or would in any way modify or alter the terms and conditions of this Agreement, and upon the committee's determination, the aforesaid proposed method of teaching a course should or should not be recommended to the Vice President for Academic and Student Affairs for his/her implementation. If the committee, by a two-thirds (2/3) majority vote, recommends implementation to the Vice President for Academic and Student Affairs, the proposal may be implemented, and if the proposal fails to gain the two-thirds (2/3) majority vote, the proposal shall not be implemented within the term of this Agreement, nor shall the proposal be initiated by nonbargaining unit members. The decision of the committee shall be final and binding upon Union and Board for the term of this Agreement.

When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the teacher shall negotiate all terms and conditions involved in the production thereof, and the teacher shall have the right to be represented in the negotiations by an internal or external representative. The teacher shall be given the copyright ownership, and may, on his/her own initiative, and assuming complete individual legal responsibility, market the individual program. The Board maintains the right of usage for the educational programs sponsored by the college for a period of three (3) years in return for the use of college time and equipment. In the event either the Board or an individual

bargaining unit member initiates a request for a tape to be made, a duplicate copy of such request shall be forwarded by the Board to the Union.

Tapes and computer programs referred to above include only those involving material created by the faculty member or including his/her voice or image thereon.

Bargaining unit members may make audio-video tapes or computer programs for any educational programs at Middlesex County College at any time convenient to them, subject to the availability of facilities and supportive staff.

No faculty member shall be obligated by an administrative directive to use any particular method or approach to teaching in his/her assigned course provided that the teacher follows the stated course objectives.

The above committee shall be convened at the request of any member within ten (10) days of the request. In the notice, the member shall state his/her belief that the proposal may reduce the number of teaching positions existing at the college in May, 1977, may deprive a faculty member of his/her teaching position, or may modify or alter the terms and conditions of this Agreement, and the reasons thereof.

In case of the absence of any member of the committee for any reason whatsoever, the Union or Board will select an alternate to attend said meeting.

G. Academic Freedom:

Members of the bargaining unit shall be guaranteed academic freedom.

H. Members' Schedule of Classes:

- (1) Teaching faculty schedules of classes, to the maximum extent possible, shall be so arranged that faculty members fulfill their work load commitments in four (4) days, except when a bargaining unit member requests a five (5) day program, or when a class meets five (5) days of the week. Two (2) Union representatives shall have the right to discuss these schedules with the Vice President for Academic and Student Affairs, three (3) weeks prior to finalizing schedules. Preference for four (4) day schedules shall be given on the basis of seniority within subject matter areas if it is not possible to give such programs to all members.

- (2) Programs shall be issued to 95% of the teaching faculty at least three (3) weeks before the beginning of each semester, subject to change for unforeseeable reasons. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Department Chairperson.
- (3) Teaching faculty shall not be required to be present at the college on days when they do not have teaching assignments except as otherwise required by this Agreement.
- (4) Teaching faculty members shall not be required to be in attendance during Winter and Spring recess, or on public holidays or during intersession or at other times when classes are not in session, except when required to do so by the calendar.
- (5) The President of the Union shall be permitted to check all faculty schedules in the office of the Vice President for Academic and Student Affairs within three (3) days of the date they are issued to the faculty.
- (6) In cases where any course had not been taught within three (3) years by the instructor, the instructor shall receive not less than sixty (60) days notice of this assignment unless the course is an introductory course that the faculty member agrees is within his/her field of specialization, in which case thirty (30) days notice is required.

I. Vacancies:

- (1) Notice of all professional position vacancies, whether faculty or administrative, shall be circulated to faculty members by posting on at least one bulletin board in each building where faculty have their offices, at least five (5) days prior to its publication elsewhere. Copies of all such vacancies shall be maintained on an updated basis in the Personnel Office for dissemination to the Union. This provision shall not apply in the case of a vacancy created by the resignation of a bargaining unit member with less than thirty (30) days notice.
- (2) All bargaining unit members who are applicants for such openings shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.



- (3) If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to the rank and/or pay of the newly-hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.

J. Outside Activities:

Any lawful activity by any member of the bargaining unit shall not affect in any way his/her employment with the institution, nor shall he/she be subject to reprimand therefor. This article shall not be interpreted to be in conflict with Article III, P.

K. Admission to Courses:

- (1) Faculty members are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex County College so long as there is no conflict with their own assignments.
- (2) Faculty dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex County College for which they meet entrance requirements.
- (3) Retired faculty members are to be granted tuition-free entrance, up to six credits per fiscal year, to any class on a credit basis at Middlesex County College provided course prerequisites are met.

L. A member shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Union is present. Such Union representative shall be provided within seventy-two (72) hours of demand. The Union representative may participate in any aspect of such a meeting.

M. If a member of the bargaining unit wishes to initiate a discussion with any supervisor relative to rights under the contract, he/she shall be entitled to have present and be represented by a representative of the Union.

- N. Bargaining unit members may request a change in the time and location of a class. Such request shall be directed to the Department Chairperson who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available at the proposed new time and with the students as to whether or not they all concur.
- O. When a majority of those teaching a particular subject determine that it would be better taught in two (2) seventy-five (75) minute periods than in three (3) fifty (50) minute periods, and if the Department Chairperson and the Dean and Vice President for Academic and Student Affairs concur, the subject shall be scheduled accordingly.
- P. Any member of the bargaining unit may be employed by others, or himself/herself, conduct a business or profession off campus. However, no bargaining unit member will engage in any outside employment that:
  - (1) Occurs at a time when the employee is expected to perform his/her assigned duties.
  - (2) Impairs his/her educational effectiveness at Middlesex County College.
  - (3) Constitutes a conflict of interest such as: acting as an outside vendor with the college, soliciting business or clients in a classroom or on campus, misusing the college name or seal to promote his/her private interest.

The bargaining unit member will each year file with the President of the College, a status report, appended hereto, that he/she is not in conflict with the above. The form will be agreed to by both parties and acceptable to the Board of Higher Education.

- Q. The Board shall provide adequate office space and equipment for each instructor. Adequate equipment shall include one desk, one file cabinet, one bookcase, one desk chair, and one visitor's chair. Adequate space shall be defined as the space required to house and to use the furniture enumerated herein. In addition to the above, each faculty office shall be equipped with an intercom telephone; which telephone shall be bridged to a switchboard extension.
- R. The Board shall provide two-way telephones in the classroom areas and the Board and the Union shall agree, in writing, on the location of these telephones.

- S. The Board shall provide classroom space and supplies for each instructor at the inception of the semester or as appropriate, including:
- (1) Copies, exclusively for the instructor's general use, of all texts used in each course he/she is to teach, if not available gratis from the publisher.
  - (2) Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.
  - (3) Gym uniforms for physical education instructors, smocks for art instructors, leotards, tights and footwear for dance instructors, nursing uniforms for teachers of nursing, laboratory coats for lab instructors, appropriate protective apparel for technical education instructors, and any other material required for instruction.
- T. The Board shall provide clerical assistance adequate to meet the needs of the faculty.
- U. Textbooks and Other Teaching Materials:  
Subject to the approval of Department Chairpersons, all texts and other teaching material shall be selected by the faculty members. Where multiple selections occur, faculty members involved shall, by majority vote, select the texts to be used. Selection shall be submitted on or before the date designated by the Vice President for Academic and Student Affairs.
- V. Travel:
- a. Whenever personal transportation by automobile is required as a part of the regular duties of a faculty member, a college vehicle shall be used. If a college vehicle is unavailable, the faculty member may, at his/her option, use his/her personal vehicle in which event the Board will pay twenty cents (20¢) per mile from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6, et seq.; or use public transportation at Board expense, excluding taxis except under extenuating circumstances. Faculty members who do not hold valid driver's licenses shall not drive college vehicles and shall use public transportation at Board expense.
  - b. When a bargaining unit member is not otherwise required to be at the College or at another assigned normal educational activity, and the distance from the College to the approved\* extraordinary destination would be greater than from home to the approved destination, said member may use his/her own

vehicle and be reimbursed for mileage in accordance with above rate for mileage to and from destination. Where car pooling shall result in greater economy, it shall be employed. Health Technologies personnel shall be reimbursed for mileage for the difference between home to agency and home to College when travel is part of the regular work assignment.

\*Approved means that activity involved has prior administrative approval.

- W. The Board shall make available in each building used for faculty offices or instruction, adequate restroom and lavatory facilities exclusively for faculty use plus one (1) room which shall be reserved as a lounge for the faculty and staff.
- X. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and students shall be forbidden to park in them. Faculty shall at all times adhere to current parking and traffic regulations of the college. The location of faculty parking spaces is set forth in Appendix "C".

When members are assigned teaching or other duties off campus, the college shall arrange for parking facilities for them or reimburse them for parking fees upon presentation of receipts.

Y. Official Announcements:

The administrative officers of the College shall promptly make available to the faculty in the library any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty.

- Z. When the need arises for reasons of personal leave or leave to attend conventions, workshops, etc., teaching members may arrange with their qualified colleagues to cover their classes, or for the exchange of class assignments, subject to approval of the Department Chairperson.

AA. Student Grievance Procedure:

Whenever a student brings a grievance against a member of the bargaining unit to the attention of the College administrator, the administrator shall inform the unit member of the nature of the allegation prior to conducting an investigation.

Upon investigation, if the administrator or his/her designee finds probable cause, but the nature of the grievance is not of a serious nature to warrant disciplinary action, the administrator shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof upon successful conclusion of the matter.

Upon investigation, if the administrator or his/her designee finds a probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the administrator shall advise the faculty member, the Union, and the Dean of the nature of the complaint and the name of the grievant.

The Dean of the Division shall complete the investigation and hold a hearing within fifteen (15) school days. Following the hearing, the Dean shall, within ten (10) school days, render a final decision. The parties agree to extend the time sequence outlined above to the end of the semester should the student grievant so request.

The bargaining unit member shall be entitled to have Union representation at the hearing. The bargaining unit member may attach his/her response to any material placed in the unit member's file as a result of the hearing. Any material placed in the bargaining unit member's file and later shown to be unfounded will be removed. Nothing in this provision precludes a bargaining unit member from filing a grievance under Article VI of the Labor Agreement.

#### ARTICLE IV. Conditions of Employment

##### A. Requirements for Academic Rank:

###### (1) Teaching Faculty;

- a. Instructor: Master's Degree or thirty (30) graduate credits. Graduate work must be in areas relevant to teaching responsibilities.
- b. Assistant Professor: Master's Degree or thirty (30) graduate credits; plus fifteen (15) additional credits, plus five (5) years of collegiate teaching or ten (10) years secondary school teaching, or ten (10) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibilities.

OR

Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of college teaching.

OR

Doctorate in any area relevant to the field of teaching responsibility.

- c. Associate Professor: Master's Degree; plus additional graduate credits to equal a total of seventy-five (75); plus seven (7) years collegiate teaching\*, or fourteen (14) years secondary school teaching, or fourteen (14) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

Doctorate: plus four (4) years collegiate teaching experience\*, or eight (8) years secondary school experience, or eight (8) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

- d. Professor: Doctorate; plus ten (10) years collegiate teaching experience\*, or twenty (20) years secondary school experience, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

The word "Doctorate," as used herein, shall be construed to include completion of all requirements for a doctorate except the dissertation.

\*Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of college teaching.

(2) Student Personnel Division:

- a. Instructor: Master's Degree

OR

Baccalaureate Degree; plus five (5) years of appropriate experience.

- b. Assistant Professor: Master's Degree; plus five (5) years of appropriate experience.

OR

Baccalaureate Degree; plus ten (10) years of appropriate experience.

OR

- c. Associate Professor: Doctorate; plus four (4) years of appropriate experience.

OR

Doctorate  
Master's Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.

- d. Professor: Doctorate; plus ten (10) years of appropriate experience.

(3) Librarians:

- a. Instructor: Master's Degree or thirty (30) graduate credits in Library Science.

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

- c. Associate Professor: Master's Degree; plus thirty (30) additional graduate credits, both in Library Science; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.

- d. Professor: Master's Degree; plus thirty (30) additional graduate credits, both in Library Science; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.
- (4) Nothing in the above requirements for rank shall be applied to effect a reduction from present rank for any faculty member.
- (5) Wherever "secondary school teaching" is used, it shall be interpreted to include any teaching above eighth (8th) grade and below the level of college teaching.
- (6) Whenever "collegiate teaching" is used, it shall be interpreted to mean teaching in an accredited institution of higher learning including four-year (4) college teaching, two-year (2) college teaching, university college teaching, Basic Diploma Schools of Nursing teaching or as graduate teaching assistants who carried full teaching responsibilities.
- (7a) To satisfy graduate credit requirements years of "business or industrial experience" may be substituted therefor, with each year of such experience the equivalent of six (6) graduate credits, provided the same years of experience may not be used to satisfy the educational requirement and the experience requirements.
- (7b) A Professional Engineer's license or CPA certificate shall be considered equivalent to fifteen (15) graduate credits or five (5) years secondary teaching or industrial experience.
- (7c) Relevant undergraduate credit may be substituted for graduate credits upon approval of the Department Chairperson.
- (7d) Thirty (30) graduate credits relevant to the unit member's responsibility shall be considered equal to a Master's Degree.
- (7e) The word "Doctorate" as used in Article IV-A-2 and Article IV-A-3 shall be construed to include completion of all requirements for the Doctorate except the dissertation; the Doctorate shall be relevant to the unit member's responsibility.



(7f) Fifteen (15) Continuing Education Units (CEU)\* are the equivalent of one graduate credit.

\*a. A CEU is one hour of approved instruction or workshop. A CEU credit must be approved by the Department Chairperson involved. This equivalency is applicable only to counselors, librarians, and unit members in the Registrar and Admissions Office.

(8) Adjunct teaching at this or other colleges shall be equated to full-time teaching for meeting any requirements of rank on the basis of thirty (30) contact hours being equal to one year of full-time teaching, provided that during the period for which adjunct credit is claimed, full-time college teaching credit is not claimed.

(9) Notwithstanding any other provision of this agreement, it is mutually understood and agreed that the President of the College may waive the standard requirements for appointment or promotion to any academic rank with respect to any individual who, in the President's judgment, can make a significant contribution to the College; it being understood that this prerogative shall not be used to effectively discriminate against any member of the bargaining unit.

#### B. Promotion:

(1) To be considered for promotion, faculty members must submit requests on forms provided by the Vice President for Academic and Student Affairs, on or before February 1.

(2) The application for promotion shall be submitted to a faculty selection committee (three (3) faculty elected by secret ballot from the department or related departments). The committee shall pass upon eligibility for promotion and recommend in priority order if more than one (1) teacher is being recommended for the same rank. A minority report may be forwarded.

(3) The faculty selection committee shall evaluate faculty nominated by the committee and recommend faculty for promotion in rank to the dean of the division. The dean will also receive recommendations from the department chairperson.

(4) The dean shall recommend faculty for promotion to the Vice President, using a priority list for each different rank, and stating positive reasons to support each recommendation.

- (5) In the event there are not sufficient reasons to recommend further an individual who has been recommended by either the chairperson or the faculty committee, the dean shall so inform the individual involved. In the case of rejection by the department chairperson, the dean of the chairperson's division shall state the department chairperson's reasons for rejection in writing, to the individual involved. In the case of rejection by the dean of the chairperson's division, the dean shall state his/her own reasons for rejection in writing to the individual involved. The letter stating the reason(s) for rejection shall also include possible ways to correct the deficiencies.
- (6) The Vice President shall submit the recommendations of the dean, together with his/her own, to the President. In case of rejection by the Vice President, he/she shall state his/her reasons for rejection in writing. The President, after reviewing the recommendations, will make his/her recommendations to the Board of Trustees, whose decision is final.

C. Employment Contracts:

- (1) The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the academic year 1980-81 not more than thirty (30) days after the official execution of a labor contract between the parties covering said year. Individual contracts shall not be issued prior to said execution. The individual contract shall be in the form appended hereto and marked Appendix A. Those members to be employed for the academic year 1980-81 must report to the office of the Vice President for Academic and Student Affairs not later than thirty (30) days after receipt to execute their individual employment contracts, and to receive a signed copy in exchange. Failure to do so will constitute a declination of the appointment.

D. Tenure:

Members of the bargaining unit shall attain tenure in accordance with the provisions of N.J.S.A. 18A:60-1 et. seq. and amended by P.L. 1973,C.163 and shall be protected by the provisions thereof.

E. Probation:

All bargaining unit members employed by the College after the 1973-74 school year will have a five year probationary period under the provisions of P.L. 1973,C.163.

F. Retrenchment and Rights of Reemployment:

- (1) Tenured bargaining unit members who are retrenched are entitled to reemployment rights as per New Jersey statute (N.J.S.A. 18A:60-3).
- (2) The process by which an employee is rehired under the provisions of this Article shall be the standard process for the hiring of academic employees in effect as of July, 1980.

G. Process by which Determination for Nonrenewal of a Probationary Contract shall be Made -- Hearing:

- (1) Members of the bargaining unit on probationary status whose contracts are not to be renewed will be so notified, in writing, by his/her department chairperson or the appropriate supervisor not later than January 31 of the current academic year. If the faculty member chooses to appeal the decision of nonrenewal, the procedure set forth hereafter in Article IV, G (2), shall be initiated by his/her written request not later than February 15 of the current academic year. This provision shall not apply to faculty members who have been hired with a clear understanding that their employment is for one-semester only or to replace a faculty member on leave. The one-semester only exception applies only to those faculty members who have not been hired previously on a full-time basis at Middlesex County College.
- (2) Division Deans will review the decision with the department chairpersons and will also interview the individual involved to hear his/her side of the story. If the decision of the department chairperson has primarily to do with classroom performance of the teacher, the division dean will make his/her own independent evaluation of said performance (in the event that the dean and department chairperson are the same person, everything contained in this paragraph shall apply to the Vice President for Academic and Student Affairs or his/her designee).
- (3) The Vice President for Academic and Student Affairs will review with all division deans all decisions for nonreemployment within their respective jurisdictions. The Vice President for Academic and Student Affairs will interview each individual involved, to hear his/her side of the story.

- (4) The Vice President for Academic and Student Affairs will review with the President all cases in which individual teachers are not to be recommended for reemployment. The President, after interviewing each individual involved, will determine whether or not said individuals are to be recommended to the Board for reemployment.
- (5) If, after the process detailed in steps 1 through 4 above has been completed, the President decides not to recommend any teacher for reappointment, he/she shall so inform the teacher in writing, stating the reason or reasons for the failure to recommend.
- (6) In the event that an individual whose probationary contract is not to be renewed believes that the decision not to renew is arbitrary, capricious, or discriminatory, or motivated by personal animosity, he/she may request and shall be granted a hearing before the Employee Relations Committee of the Board of Trustees.
- (7) Following any hearing under the provision of item 6 above, the Employee Relations Committee of the Board will present its findings to the President for his/her consideration in determining whether or not his/her decision not to recommend the individual should be reversed.
- (8) The parties agree to make every effort to have the procedure completed by May 15, of the current academic year.

## ARTICLE V Faculty Benefits

### A. Paid Leaves of Absences:

- (1) Sick Leave:
  - a. Sick leave shall be granted to faculty pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.
  - b. Bargaining unit members will be entitled to additional income protection if there is no record of abuse of sick leave privileges from the last day of their accumulated sick leave, but not less than the 30th day of the illness to the 181st day of the illness except those illnesses sustained as a result of self-induced afflictions such as illegal drugs and alcohol abuse, but not to exceed 109 working days.

During the time within which a bargaining unit member is ill or disabled and is receiving payment from the College pursuant to this fringe benefit, such employee will submit to the college a certificate of illness from his/her physician. The college physician after review of the certification of illness will ascertain the advisability of an additional medical examination. This medical examination, if required, will be conducted by a college physician at College expense. Should the two physicians disagree, a third impartial physician will be agreed to by the two physicians. He/she shall review the two medical reports as well as examine the individual if he/she deems it necessary. Upon completion of the review and exam, he/she shall render a final and binding decision. Cost for such impartial review shall be shared equally between the Union and the Board.

During the time this fringe benefit is in effect such person will receive two-thirds (2/3) of his/her base salary.

- c. Whenever a bargaining unit member becomes aware that he/she will miss a class or other assigned duty because of illness, he/she shall notify his/her chairperson or immediate supervisor.
- d. Absences which have been covered by a colleague shall not be charged to the absent member's sick leave account.
- e. In determining the use of sick leave, those bargaining unit members on a four (4) day or less schedule shall be charged with four (4) days for an illness extending a week or more, while those bargaining unit members on a five (5) day schedule shall be charged with five (5) days for an illness extending a week or more.

(2) Bereavement:

Leave not to exceed five (5) days will be allowed for each death in the immediate family of the faculty member. The immediate family shall be defined as spouse or children, parents or parents-in-law, siblings or siblings-in-law, or other members of the faculty member's household.

(3) Jury Duty:

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

(4) Family Illness:

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

(5) Court Appearance:

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

(6) Sabbatical Leaves:

Sabbatical leaves may be granted by the Board, subject to the following conditions:

- a. Faculty members must have completed seven (7) years of continuous service at the College, since beginning service or since his/her last sabbatical leave.
- b. The leave must be applied for at least one (1) year in advance with a specific study or research purpose so clearly stated in the application as to permit proper evaluation by the committee. Said application shall state the semester(s) for which the leave is requested. If said application is inadequate for proper evaluation, the sabbatical leave committee shall request of the applicant any additional information reasonably required, and said applicant shall comply with said request.
- c.1. Applications shall be submitted to the sabbatical leave committee, which shall, to the extent possible consist of three (3) full professors appointed by the Union and three (3) deans appointed by the Vice President. If a sufficient number of full professors are not available, the Union shall appoint associate professors. If a sufficient number of deans are not available, the Vice President shall appoint other persons.

- c.2. Applications shall be submitted in seven copies, six to the committee chairperson and one copy to the member's dean.
- d. After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie.
- e. Not more than 10% of the eligible faculty may be on sabbatical leave at any one time.
- f.1. Ten-month bargaining unit members sabbatical leave may be for one semester or two semesters in duration. Full salary shall be paid for one-semester leave, and half salary for a two-semester leave.
- f.2. Twelve-month bargaining unit members may be on sabbatical leave up to one full year at half salary, or up to one-half year at full salary, provided the stated purpose of the leave necessitates use of that time.
- f.3. Bargaining unit members, while on sabbatical leave, shall continue to receive medical, dental, and retirement benefits, but shall not accumulate sick leave, nor shall twelve-month bargaining unit members accumulate vacation.
- g. Faculty members applying for, and granted, a one-semester only sabbatical leave shall not carry more than a normal course load during the other semester of that academic year.
- h. Any substantive change requested in purpose of sabbatical leave, if made during the summer, must be approved by a special panel composed of two (2) union representatives and two (2) administration representatives from the duly constituted sabbatical committee that originally approved the leave.
- i. A report encompassing the results of the rationale for the leave shall be submitted to the dean and the sabbatical leave committee by the member upon return. The member shall provide the dean, at college expense, a copy of any written findings generated as a result of the sabbatical leave.

(7) Personal Leave:

Reasonable leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business, or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance and the faculty member shall make every effort to have his/her responsibilities met in his/her absence. This leave will be at regular pay and shall not exceed two (2) days per year.

- a. Personal leave shall also apply to religious holidays. Teachers whose religious beliefs require their absence on days when classes are scheduled shall so notify their department chairperson in advance, and shall be responsible for arranging coverage for their classes for the day of the absence. The department chairperson shall be notified of the manner or means of such coverage, which shall be at discretion of the teacher.

B. Documentation:

- (1) The President or his/her designee will inform every member of the collective bargaining unit on or before September 15 of each year of the number of sick days accumulated to his/her credit as of June 30 next preceding.
- (2) Members of the bargaining unit absent because of illness or physical disability will cause the fact to be reported to the respective department chairperson's office\* in advance of the next assigned class meeting or other obligation unless physically unable to do so, in which case, they shall do so at the earliest time possible. The Board may require proof by certificate of a physician of inability to timely report.

\*Twelve-month bargaining unit members will notify the appropriate immediate supervisor.

C. Unpaid Leaves of Absence:

- (1) A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his/her field of teaching, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.



- 2a. A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of participating in exchange teaching programs in other States, territories, or countries, or a cultural program related to his/her professional responsibilities, provided said faculty member states his/her intention to return to this college. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- 2b. Upon request by the faculty member, a leave of absence, determined to be in the best interest of the college and faculty member by the Board of Trustees, may be granted for one (1) year with renewals upon Board approval. Upon return from such leave, a faculty member shall be placed on the salary schedule then in effect at the same rate he/she would have attained had he/she worked in the college during such period.
- (3) A military leave of absence shall be granted to any faculty member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies. Upon return from such leave, in accordance with the requirements of applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- (4) A leave of absence of up to two (2) years shall be granted any faculty member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon return from such leaves, such faculty members shall be placed at the same position on the salary schedule that they would have attained had they taught in the college during such period.
- (5) A faculty member who is elected or appointed to a political office which requires his/her absence from duty with the college for an extended period of time shall be granted a political leave of absence without pay. Should he/she be reelected or reappointed to the same political office for an

ensuing term, or elected or appointed to a different political office, his/her leave of absence shall be terminated. Upon his/her return at the end of two (2) years, he/she shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

- (6) A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving as an officer with the American Federation of Teachers. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leave such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- (7) A leave of absence of up to one (1) year shall be granted to any faculty member upon application for the purpose of a child care leave. This leave shall not be granted within one (1) year after maternity leave. The Board may extend such leave beyond the one-year limit if it so desires. Upon return from such leave such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- (8) Maternity Leave
  - (a) A maternity leave is to be regarded as a temporary disability, and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability.
  - (b) Not later than the fourth (4) month, the staff member shall notify the Office of the President, in writing, of the condition of the pregnancy. Upon notifying the President, the staff member shall let it be known as to plans of continuing employment or taking a leave of absence not to exceed one (1) year. Upon request, the Board may extend such leave beyond the one-year limit. Notification of the pregnancy shall be accompanied by a statement of her physician giving the state of the condition of the pregnancy, the anticipated delivery date, and her ability to continue normal duties. The member shall provide consent for the Board of Trustees to verify through consultation with her physician her ability to continue her normal duties.

- (c) Accumulated sick leave may, at the option of the employee, be used by the individual pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.
  - (d) The nonteaching bargaining unit member's position shall be made available to her within thirty (30) days after written notification to the President of the College, of her intent to return to full-time employment. The teaching member's position shall be made available to her at the start of the next academic semester, upon thirty (30) days written notification to the President of the College of her intent to return to full-time employment. Any person filling the bargaining unit member's position during her maternity leave, shall be considered temporary with regard to that position and must relinquish such position within the thirty (30) days specified above.
  - (e) The individual shall be placed at the same position on the salary schedule that she would have attained had she been employed by the college during such period.
- (9) A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
- (10) The benefits described in section "C", Article V, hereof shall be available to tenured faculty members. Maternity leave shall also be granted to probationary members. At Board discretion, probationary faculty members will be granted other benefits described in section "C", Article V, hereof. Military leave will be available to all faculty members. The Board will maintain payments for health and pension benefits of employees who are not otherwise covered for health and pension benefits while they are on leave under section "C", Article V, hereof.
- (11) Applications or letters of intent to apply for leave under this section must be received on or before April 15 of the year preceding the year of the leave; or, in the event the leave is to be for the spring semester only, by the prior October 15. This provision does not apply to maternity or military leaves, in which cases notice shall be given as soon as practicable.
- (12) Where leaves under this section are granted, the absent member's duties may be covered by the use of adjuncts for the first semester of the leave.

- D. If at the time of termination of employment a member of the bargaining unit has accumulated vacation time, he/she shall be compensated for it in cash up to twenty-one (21) days.

ARTICLE VI Grievance Procedure

- A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself, hereinafter referred to as a "GRIEVANT" based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, or regulation of the Board of Trustees.
- B. In the event that a grievant believes he/she has a basis for a grievance, he/she shall first informally discuss the basis for the grievance with his/her department or division head or the authorized administrator either pro se or through representation by the Union.

The grievant or Union representative shall have indicated to the appropriate administrator the intent to grieve at the informal stage within thirty (30) days from the date on which the act which is the subject of the grievance occurred, or thirty (30) days from the date on which the unit member or Union should reasonably have known of its occurrence.

Bargaining unit members and the Union shall have until October 1 to initiate grievances that occurred or allegedly occurred during the months of June, July, or August.

The time limitation shall not apply to any alleged violation that has occurred in the past and has continued up to the time of initiation of the grievance procedure.

- C. If, after the informal discussions with the division or department head or administrator, an adverse decision or no decision has been rendered within seven (7) calendar days, the grievant may within two (2) weeks of the expiration of that period, invoke the formal grievance procedure in writing signed by the grievant and the Union. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him/her.
- D. Within seven (7) calendar days from the date of filing, the President or his/her designee shall meet with the grievant and the Union in an effort to resolve the grievance. A tape recording shall be made of the meeting. The President or his/her designee shall indicate his/her disposition of the grievance, in writing, within seven (7) calendar days of said meeting to the grievant and to the Union.

- E. If either the Union or the grievant is not satisfied with the disposition of the grievance by the President or his/her designee, or if no disposition has been made within the time limits in paragraph D, the grievance shall be transmitted within two (2) weeks to the Board of Trustees by filing a written copy thereof with the Chairperson of the Employee Relations Committee of the Board. The Board shall review the record of the President's meeting and shall dispose of the grievance within ten (10) days, in writing, to the Union and shall state its reason in the event the grievance is denied.
- F. If either the Union or the grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph E, and it shall involve "An event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board of Trustees," it may within fifteen (15) days after receipt of notification of the decision of the Board of Trustees be appealed to arbitration.

Such appeal shall be in writing and shall be mailed to the Public Employment Relations Commission and the Board of Trustees within said fifteen (15) day period, and if not so mailed, the grievance shall be deemed abandoned and terminated.

Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the Public Employment Relations Commission a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists if necessary. By mutual consent of the parties the number of arbitrators can be increased at any time. The parties shall furnish the Public Employment Relations Commission the names of the arbitrators selected. Thereafter, the Public Employment Relations Commission shall designate one (1) of said arbitrators to hear each grievance that may be referred to arbitration.

The arbitrator so selected will be requested to confer with the parties and hold hearings promptly and to issue his/her decision not later than twenty (20) days from the date of the close of the hearing.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding the disposition of the

"Event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board of Trustees; and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties." The arbitrator's fee and expenses shall be shared equally by the Board and the Union.

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

- G. Persons who may be required by either party to be present for the purpose of this Article are defined as the grievant, not more than two (2) Union representatives, the Board representatives, and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.
- H. No reprisals of any kind shall be taken against any member for participating in any grievance. If any member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged, he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost. The arbitrator shall be empowered to make a compensatory reward.
- I. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
- J. Board shall furnish Union with a copy of the tape record of the President's meeting at Union expense.
- K. No grievance shall be adjusted without prior notification to the Union, and an opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- L. The parties shall seek expedited arbitration and bench decisions shall be requested if the parties agree.

#### ARTICLE VII Professional Behavior

- A. Faculty members are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.

- B. If, in the opinion of a duly appointed administrator, a member of the bargaining unit has violated any provision of this Agreement or any rule, regulation, or direction, promulgated pursuant to paragraph A above, the administrator shall first attempt to resolve the matter informally. If the matter cannot be so resolved, the administrator shall inform the unit member involved and the Union, in writing, of the alleged violation and shall establish a date and time for a hearing at which the unit member shall be required to show cause why he/she should not be reprimanded for said violation. The date of the written notice shall, in no event, be later than fifteen (15) school days after the date of the alleged violation. The notice shall be specific as to the date, time, and nature of the alleged violation. Following the hearing, the administrator shall within thirty (30) days reprimand the unit member or the matter shall be deemed to be terminated.
- C. Prior to cancellation of any classes, faculty member shall obtain approval of department chairperson or division dean. Should the faculty member be unable to contact either chairperson to obtain such approval, he/she shall notify the department chairperson or division dean as soon as possible after the cancellation.

#### ARTICLE VIII Changes in Policy and Pay Positions

- A. The Board agrees that it will make no change in existing policy relative to wages, hours, and other conditions of employment without appropriate prior consultation and negotiations with the Union.
- B. The determination of the duties and the rate of pay for all new positions or possible changes in current positions within the college which would result in diminution of the duties of members of the bargaining unit shall be negotiated with the Union prior to the implementation by the Board.

#### ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits

##### A. Paydays:

- (1) The Board shall prepare monthly payrolls throughout the fiscal year. Members of the bargaining unit shall be paid at one-half of the net amount due them for each month on the fifteenth (15th) and thirtieth (30th) of the month, or on the last school day prior to the fifteenth (15th) or thirtieth (30th), if the fifteenth (15th) or thirtieth (30th) should fall on a weekend or holiday. The Board

agrees to arrange with a bank to be chosen by the member, for a 24-payment plan for any individual bargaining unit member on a ten-month contract who elects such plan. The plan shall provide that interest on deferred payment plan shall be paid to the member.

- (2) Overload pay shall be paid within forty-five (45) days after completion of the semester in which it was earned.

**B. Compensation:**

- (1) Retroactive to July 1, 1980, each bargaining unit member, except those on one-semester and one-year-only contracts, will receive an eight and six tenths (8.6) percent increase in their respective base salaries from his/her June 30, 1980 base salary. Promotion increases granted in July 1980 are excluded from the base salary when figuring salary increases. Retroactive payments shall be made by October 15, 1980.
- (2) In the paycheck of January 15, 1981, each bargaining unit member, except those on one-year or one-semester-only contracts, shall receive a lump sum payment of \$420 to become part of the base salary as of June 30, 1981.
- (3) In the event that an individual is promoted into the next higher academic rank than he/she currently holds, he/she shall be paid a promotion increase, additional to his/her standard increase, pursuant to the following schedule:
  - . Promotion to Instructor's Rank ..... \$400.00
  - . Promotion to Assistant Professor ... \$600.00
  - . Promotion to Associate Professor ... \$650.00
  - . Promotion to Full Professor ..... \$750.00

C. It is mutually agreed that no member of the bargaining unit shall be paid for the term of the contract a salary which is less than the minimum salary nor more than the maximum for the rank assigned to him/her.

D. For the purpose of implementing this Agreement, the following shall be the minimum and maximum salaries for the 1980-81 contract year:

Ten-month Bargaining Unit Members:

<u>Rank</u>	<u>Minimum</u>	<u>Maximum</u>
Assistant Instructor	\$12,318	\$21,065
Instructor	13,673	28,298
Assistant Professor	16,009	30,876
Associate Professor	18,976	33,882
Professor	22,391	36,510



Twelve-month Bargaining Unit Members

The salary range for twelve (12) month bargaining unit members shall be 120% of the minimums and maximums of the ten (10) month salary ranges for 1980-81.

E. Overload:

No faculty member shall be required to work beyond the basic load set forth. Faculty may, however, voluntarily handle an overload during the regular college day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 3-1/3% of his/her regular salary for each contact hour of overload.

F. Student Overload:

The student overload rate shall be figured by dividing twice the number of students as prescribed for the bargaining unit member in Article IX, Section G, into his/her annual salary.

The student overload will be figured by taking the tenth-day adjusted roster, mid-term roster, and the final-grade roster, and averaging them to determine semester load. From this will be subtracted the member's required semester load per Article IX, G. The resulting difference will be the student overload. The faculty member will be paid the product determined by multiplying the student overload by the student overload rate.

G. Student Roster Load:

Members of the bargaining unit shall teach not more than one hundred fifty (150) students per semester and not more than seventeen (17) contact hours per week per semester, nor more than thirty (30) contact hours per academic year, with the following exceptions:

If, in the opinion of the Division Dean and the Registrar it is necessary to assign eighteen (18) contact hours to a member of the bargaining unit within one (1) semester, such assignment shall be made; provided that in that semester preparations shall be limited to two (2); and that the limit of thirty (30) contact hours per academic year shall apply in any event.

The following exceptions shall apply:

- (1) Teachers of more than one (1) section of English composition in any semester shall be limited in that semester to one hundred (100) students spread over not more than twelve (12) contact hours; and in the other semester of the same academic year to not more than fifteen (15) contact hours.

- (2) Teachers whose load consists of nine (9) or more contact hours of physical education activity courses or health education in any one semester shall be limited in that semester to two hundred (200) students spread over not more than sixteen (16) contact hours.
  - (3) No teacher shall be assigned a load consisting entirely of health education courses; but any teacher may request and be granted a load consisting of health education exclusively and may assume such load at his/her option.
  - (4) Teachers having three (3) or more sections of typing lab in any one (1) semester shall be limited in that semester to one hundred fifty (150) students spread over not more than sixteen (16) contact hours.
  - (5) "Student" shall be defined as a name on a class roster; so that should one (1) individual be listed on two (2) class rosters assigned to the same teacher, he/she shall be counted as two (2) students for the purpose of computing said teacher's load limit in this section.
- H. a. The Board agrees to pay coaching salaries for bargaining unit members during the 1980-81 academic year pursuant to the following schedule:
- Group A, \$2,131 ---- Wrestling, Trainer, Basketball (Men & Women), Intramurals
  - Group B, \$1,675 --- Baseball, Outdoor Track, Field Hockey, Soccer, Softball
  - Group C, \$1,119 ---- Indoor Track, Golf, Tennis (Men & Women), Cross-Country, Volleyball, Snow Skiing
- Assistant coaches will receive one-half ( $\frac{1}{2}$ ) of the relevant salary.
- b. Existing stipends for Performing Arts production direction and set designing work shall be increased ten and six-tenths (10.6) percent.
- I. Any bargaining unit member employed as a curriculum coordinator or assistant department chairperson will be compensated as follows:
- Curriculum Coordinator           \$375 per year
  - Assistant Department Chairperson   \$500 per year

J. The number of students in any laboratory section shall not exceed the number of fixed stations in the assigned room.

K. Work Load:

- (1) Contact hours shall include any regularly scheduled instructional activity.
- (2) The assignment of any member shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day. No duties of any teacher shall require his/her attendance on any day before 7:30 a.m. nor after 5:30 p.m., nor on any Saturday or Sunday, except when the teacher and the Board mutually agree.
- (3) Class preparation shall be normally limited to two (2) per semester, with three (3) preparations per semester and five (5) per year as maximums.
- (4) Faculty members shall be obligated to devote five (5) hours per week to counseling students; said hours to be arranged by specific appointment with students, and said available hours shall be posted on the faculty member's office door. Faculty members are not obligated to make appointments with students on days when the faculty members have no classes.
- (5) Members of the bargaining unit attending those functions for which academic attire is required shall have said attire furnished by the college.
- (6) Teachers shall attend faculty orientation and faculty workshops as provided in the academic calendar.
- (7) Attendance at General Faculty Meetings Called by the President:

The President may call any number of general faculty meetings at his/her discretion. Attendance by faculty at three (3) such meetings per academic year shall be mandatory, and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require attendance of all faculty members at a meeting called for the purpose of dealing with an emergency. Emergency meetings shall not be called until mandatory meetings have been exhausted. The notice of such meeting shall indicate that an emergency exists.

- (8) Teachers may be required to attend not more than one (1) departmental meeting per month, except for the first month of each semester during which they may be required to attend two (2) departmental meetings provided that such meetings are called only on Mondays through Fridays. Members shall be excused at 5 p.m. upon presentation of a legitimate reason.
  - (9) Teaching members shall act as academic advisors to students provided that no member shall be assigned more than twenty-five (25) students.
  - (10) Teachers shall not be required to be present during exam periods unless they are assigned as proctors or stand-by proctors.
  - (11) Teachers shall not be required to perform any duties other than those provided herein.
  - (12) Nursing faculty work load shall be as outlined in Appendix D.
- L. Counselors, Librarians, and Other Nonteaching Faculty Members' Work Load: (Note Appendix E.)
- (1) Shall work no more than thirty-five (35) hours per week over the five (5) consecutive day period, Monday through Friday, on regular assignments. Work hours during July and August may be from 8 a.m. to 4 p.m., or 9 a.m. to 5 p.m., at the option of the employee, and likewise during June with the approval of the supervisor.
  - (2) Shall work no more than eight (8) consecutive hours, including a one (1) hour lunch period in any one (1) day, nor shall be required to work a split shift.
  - (3) Work performed on Sundays and school holidays as set out in the school calendar shall be compensated at double time, and hours in excess of thirty-five (35) hours in a given week or seven (7) hours in a given day shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate.
  - (4) Nonteaching bargaining unit members on a twelve (12) month schedule shall not be required to work more than two hundred and twenty-two (222) days annually. They shall receive twenty-one (21) vacation days, fifteen (15) regularly scheduled paid holidays, and three (3) floating holidays to be mutually agreed upon by the individual and the immediate supervisor.

- (5) The counseling staff will provide all essential services as prescribed by the College which are necessary for, and related to the counseling program at Middlesex County College. These services shall be consistent with the best practices of professional counseling.
- (6) Full-time night librarians shall not work more than thirty-five (35) hours per week. The seven (7) consecutive hour schedule shall include a one-half (1/2) hour break. If working the day schedule, they shall follow the normal day schedule hours specified in (1) and (2) above.

Qualified night librarians shall be given preference by seniority for any full-time day librarian openings.

- (7) Nonteaching members of the bargaining unit shall not be required to perform any duties other than those provided for them herein.
- M. Bargaining unit members shall be entitled to reimbursement not to exceed fifty dollars (\$50.00), payable in May, for dues to professional organizations relative to their professional duties.
  - N. Bargaining unit members shall be entitled to a physical examination by the physician of his/her choice, once each fiscal year. Upon presentation of the bill to the Personnel Office, from a licensed physician, the college will reimburse the member a sum not to exceed fifty dollars (\$50.00).
  - O. Military Service Pay:  
  
When a member is called to active service in the military establishment of the United States, or in the National Guard, for a period not exceeding thirty (30) days, he/she shall continue to receive his/her salary from the college, less his/her compensation from the service.
  - P. The Board shall provide, without cost to members of the bargaining unit, full family health care benefits to the extent and under the same terms and conditions as provided in the 1975-76 contract year, inclusive of a two hundred and fifty thousand dollar (\$250,000) maximum on major medicals. The Board shall continue the Dental Plan agreed to in October 1979. Dependents shall be covered by the Plan to the same age as is specified in the existing Blue Cross Plan.

Q. Emergency Closings:

From time to time, the college may be closed or have a delayed opening for emergency reasons, inclusive of weather conditions. When the college is closed because of an emergency for all personnel, bargaining unit members are not expected to report for work and will be paid for the day. When the college is closed because of snow for students and faculty, other bargaining unit members will not be expected to report for work and will be paid for the day.

R. Tuition Reimbursement:

The College agrees to provide tuition reimbursement under the following conditions:

- (1) The graduate course or undergraduate course which is agreed to in advance by the administration and faculty member and which is mutually beneficial to him/her and the college must be offered by an accredited institution of higher education.
- (2) A written request shall be submitted to the Dean and the Vice President for approval prior to enrolling in the course.
- (3) The graduate course shall be relevant to the faculty member's field or fields if he/she has or has had teaching assignments in more than one area.
- (4) Bargaining unit members shall be limited to nine (9) credit hours per fiscal year at a tuition rate not to exceed the Rutgers University tuition rate.
- (5) The reimbursement is only for the cost of tuition and does not include travel, cost of books or fees, student activities, etc.
- (6) The reimbursement will be made upon receipt by the college of an official grade transcript indicating a passing grade and upon the filing of the appropriate paperwork with the Business Office. In no case will a grade of D be accepted.
- (7) Bargaining unit members eligible for this tuition reimbursement program must be employed in a full-time capacity at Middlesex County College and may not be

recipient of any benefits outlined in Article V, A(1), and V, A(6). In no case are one-semester employees or employees hired to replace bargaining unit members on leave eligible for tuition reimbursement. The one-semester exception applies only to those faculty members who have not been hired previously on a full-time basis at Middlesex County College.

#### ARTICLE X      Miscellaneous

- A. Adjunct personnel shall not be employed to teach in the first semester more than twenty-four (24) contact hours in any department, nor shall adjunct personnel be employed to teach in the second semester more than eighteen (18) hours in any department subject to the exceptions listed in Article IX-F of the Agreement.
- (1) Adjuncts will not be used to replace a full-time bargaining unit member's position.
  - (2) In the event of a resignation of a bargaining unit member after June 15, his/her position may be filled by adjuncts, for the fall semester only.
  - (3) No adjunct will teach more than nine (9) hours in any department in any one semester unless the college cannot reasonably meet the nine (9) hour limitation. The Board will notify the Union for the purpose of consultation and negotiations of any anticipated violation of the nine (9) hour limitation.
  - (4) Adjuncts will be responsible for tutoring their own students.
  - (5) Upon granting a sabbatical, the Board shall have the right to cover the individual's work load by hiring additional adjunct personnel. Adjuncts appointed to meet the work load obligations of bargaining unit members on sabbatical shall not fall within the restrictions of Article X-A-1,2, and 3.
- B. If a faculty member has insufficient work load to maintain his/her position at the college, he/she may be assigned courses for which he/she has been evaluated by the Dean and Vice President as capable of teaching or has taught offered by the Division of Continuing Education exclusive of nontraditional and noncredit CETA and grant projects between the hours of 7:30 a.m. and 5:30 p.m. This provision does not apply to individuals hired

on a full-time basis to replace bargaining unit members on leave of absence nor one-semester only employees. The one-semester exception applies only to those faculty members who have not been hired previously on a full-time basis at Middlesex County College.

- C. The Academic Calendar for 1980-81 is appended hereto as Appendix B. The Union and the Board agree that the total number of workdays shall remain the same for 1980-81 as in 1979-80 unless both parties agree to any change. In the event that the academic calendar shall become a legal subject of negotiation, the Board of Trustees shall negotiate same with the Faculty Organization.
- D. Application and Distribution of Labor Contract:
- (1) This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-laws provisions of the Union heretofore in effect.
  - (2) Copies of this Agreement shall be presented to all instructors now employed or hereafter employed by the Board. The faculty Manual shall be available on the first day of classes each year.
  - (3) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full effect.
  - (4) The College asserts and the Union denies that certain contract sections incorporated in whole or in part, are nonmandatory subjects of negotiation.
- E. Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this Agreement shall not be subject to further negotiations during the term of this Agreement. The Union and Board bargaining representatives shall meet, unless otherwise mutually agreed, within four (4) days of the receipt of the communication and shall continue to meet until the matter to be negotiated has been resolved by agreement.



F. The Board agrees that the Union may collect a representation fee in lieu of dues from nonunion members in the Bargaining Unit, and the Board will implement payroll deductions as provided in the relevant New Jersey statute.

The Union shall indemnify the College for any liability or damages incurred by the Board as a result of implementing said payroll deductions in accordance with said statute from claims arising from bargaining unit members employed by the Board on or before February 1, 1981.

The Board will notify all new employees of the collection by payroll deduction of representation fee in lieu of dues.

ARTICLE XI Duration of the Agreement

This Agreement shall be in effect as of the date of ratification by both parties with salaries and fringe benefits retroactive to July 1, 1980 and shall continue in effect until June 30, 1981.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

IN WITNESS WHEREOF the parties hereto cause these presents to be signed and sealed or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

THE BOARD OF TRUSTEES OF  
MIDDLESEX COUNTY COLLEGE

LOCAL 1940

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_  
PRESIDENT/REPRESENTATIVE

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
WITNESS

APPENDIX A

This Agreement, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the Board of Trustees of Middlesex County College, a corporation organized pursuant to R.S. 18A:64A-1 et. seq., hereinafter referred to as "Board of Trustees"; and \_\_\_\_\_ hereinafter referred to as "Faculty Member"

W I T N E S S E T H:

1. The Board of Trustees does hereby agree to employ and does hereby engage in employ the Bargaining Unit Member as a \_\_\_\_\_ (1) in the \_\_\_\_\_ Department (under tenure) \_\_\_\_\_ (2) at Middlesex County College for \_\_\_\_\_, at the salary of \$ \_\_\_\_\_ (3) with the rank of \_\_\_\_\_ (4) (5) with the rank of \_\_\_\_\_ (6).

2. Both parties acknowledge and agree that the Agreement between the Board of Trustees of Middlesex County College and Faculty Organization of Middlesex County College, Local 1940, AFT, (AFL-CIO), for the school years \_\_\_\_\_ as amended, is expressly made a part of this employment contract, and the parties hereto agree to be bound by all of the terms and conditions of said contract for the period said Agreement is in effect, provided that neither party waives hereby any rights under the laws of the State of New Jersey in effect at the time of claiming hereunder.

3. The Bargaining Unit Member agrees to accept the employment aforesaid and agrees to faithfully do and perform the duties under the aforesaid employment.

APPENDIX A (Continued)

NOTE:

1. In this space shall be inserted professional occupation, such as teacher, counselor, etc.
2. In this space shall be inserted the department or division in which he/she is to be employed.
3. "Under tenure" shall appear only in those contracts where member has tenure on the first day of employment under this contract.
4. This shall read "fiscal" for 12-month employees; "academic" or "semester" for all other employees.
5. Here shall appear annual or prorated salary for either academic semester or fiscal year as appropriate.
6. Here, for each member, shall appear his/her academic rank, if any.

This is subject to approval by counsel for both parties.

APPENDIX B

1980-81 Calendar for 10-Month Bargaining Unit Members

APPENDIX B (Continued)

1980-81 Calendar for 12-Month Bargaining Unit Members

APPENDIX C

Faculty-Staff Parking

Following is a list of all parking lots showing the location.

	<u>FACULTY-STAFF SPACES</u>
Parking Lot #1 - (West Hall) 127 green spaces for faculty-staff in the first three rows closest to Avenue "B".	127
Parking Lot #2 - 26 green spaces for faculty-staff in the first row directly in front of Police Headquarters. Lot located between Police Headquarters and athletic field behind the Gym.	26
Parking Lot #4 - 70 green spaces for faculty-staff. 44 of these spaces are in the first row closest to Loop Road. 26 of these spaces are in the second and third row, first bay closest to the Gym. Lot located between the Gym and the Watertower.	70
Parking Lot #5 - There are 49 red spaces in this lot, these are for disabled persons either faculty-staff or student. Lot located on East side of Main Hall.	
Parking Lot #6 - 130 green spaces for faculty-staff. These spaces are from Avenue "A" halfway through the lot, ending between Raritan Hall and Health Tech. Lot located behind Raritan Hall.	130
Parking Lot #7 - 61 green spaces for faculty-staff, this is the entire lot. Lot located North side of Raritan Hall.	61
Parking Lot #8 - 38 green spaces for faculty-staff, this is entire lot. Lot located between North Hall and East Hall.	38
Parking Lot #9 - (West side of North Hall) 4 green spaces for faculty-staff, these spaces have a 30-minute limit. Two spaces in this lot are red, they are for Health Services emergency parking only.	4
Parking Lot #10 - (Next to Child Care Center) 14 green spaces for faculty-staff, this is the entire lot.	14
Parking Lot #11 - (Along Mill Road) 5 green spaces for faculty-staff, these spaces are closest to Day Care Center.	5
TOTAL FACULTY-STAFF SPACES	475

APPENDIX D

The Board agrees to continue the present method of computing the nursing faculty contact load, which includes counting each contact hour assigned in college teaching and laboratory, clinical teaching, unit reinforcement meetings, and clinical assignments. The Union and nursing faculty agree that each nursing faculty member shall be obligated to work not in excess of thirty (30) contact hours as computed above per year plus proctoring during final exam period.

APPENDIX E  
CONTRACT WAIVER  
(Local 1940 - Board of Trustees)

February 15, 1977

The Board of Trustees of Middlesex County College, the Faculty Organization of Middlesex County College - Local 1940 American Federation of Teachers, agree to waive for the period of July 1, 1980 to June 1, 1981, Article IX-J(1) of the Labor Agreement between the Board of Trustees and the Faculty Organization for "MaryAnn Miller shall work no more than thirty-five (35) hours per week at straight time over five consecutive days, Tuesday through Saturday, on regular assignment." The parties acknowledge that this waiver differs from the existing contract and is limited to this position and the individual named above. The parties agree that this violation is not subject to a grievance nor precedent-setting in nature.

The parties further agree to the following:

- a) Local 1940 and MaryAnn Miller agree that all grievances regarding MaryAnn Miller's back pay and past hours worked will not be subject to a grievance.
- b) The two senior tenured librarians, Jane D. Posselt and Lynn S. Tuttle, will not be required to work Saturday or Sunday as part of their normal thirty-five (35) hour workweek, and if otherwise required to do so shall be compensated in accordance with section IX-J(3) of the 1980-81 contract and its equivalent provisions d.1, d.2, d.3, and d.4 (listed below) in the 1980-81 contract.
- c) All other full-time day and evening librarians currently employed or hired in the future will work no more than thirty-five (35) hours per week over a five consecutive day period, which may include Saturday and Sunday. When Saturday and Sunday work is part of the regular thirty-five (35) hour workweek schedule, the employee will be compensated at straight time.
- d.1) Work performed in the Learning Resource Division in excess of thirty-five (35) hours per week but not more than forty (40) hours shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate and work performed in excess of forty (40) hours shall be compensated at two (2) times the individual's computed hourly rate.
- d.2) Work performed on the sixth consecutive day of any workweek shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate.



- d.3) d.1 Notwithstanding, work performed on the seventh consecutive day of any workweek or work performed on Sunday (when not part of the regularly scheduled workweek) shall be compensated at two (2) times the individual's computed hourly rate.
- d.4) These provisions are not intended to replace section IX,J(3) reference to above, but only to modify its application for Learning Resources personnel.
- e) When the Library is not open on weekends, those full-time librarians who normally work on weekends will be assigned to a five-day schedule, Monday through Friday, with either day or evening assignments.
- f) Local 1940 and the Board of Trustees agree that items b, c, d.1, d.2, d.3, and d.4 and e, will be incorporated into the 1981-82 Labor Agreement as additions IX,J(6).

APPENDIX F

Date: April 1, 19\_\_

FROM: Dr. Rose M. Channing, President

TO: \_\_\_\_\_ (Name)  
\_\_\_\_\_ (Title) Date: \_\_\_\_\_

Pursuant to the requirements of Article III, J, of the Labor Agreement between Local 1940 and the Board of Trustees, please report the following information with regard to your outside employment from July 1, 19\_\_ to April 1, 19\_\_.

- \_\_\_\_\_ (1) I do not engage in regular or continuing outside employment.
- \_\_\_\_\_ (2) I do engage in the regular or continuing outside employment described below.
- \_\_\_\_\_ (3) I plan to engage in the regular or continuing outside employment described below.

Outside Employment

Name of Employer(s) \_\_\_\_\_

Address of Employer(s) \_\_\_\_\_

Type of Work \_\_\_\_\_

Estimated Date(s) and Hour(s) of Work \_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Employee)

I certify the above is accurate and complete to the best of my knowledge.

RETURN TO ASSISTANT TO PRESIDENT FOR PERSONNEL AND LABOR RELATIONS  
BY APRIL 15, 19\_\_