

COLLECTIVE AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES OF THE BURLINGTON COUNTY  
COLLEGE

AND

THE BURLINGTON COUNTY COLLEGE FACULTY  
ASSOCIATION

IS EFFECTIVE

JULY 1, 2003 THROUGH JUNE 30, 2008

THIS AGREEMENT is entered into by and between the Board of Trustees of Burlington County College, hereinafter referred to as the "Board", "College", and the Burlington County College Faculty Association, hereinafter referred to as the "Association."

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*T. Crest Rank*

ARTICLE ONE

RECOGNITION OF EMPLOYEE  
REPRESENTATIVE

A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, and as amended by Public Laws of 1974, Chapter 123, for all full-time teaching faculty, student counselors and librarians holding the academic rank of Instructor, Assistant Professor, Associate Professor, or Professor. The Board further recognizes the Burlington County College Faculty Association as the exclusive bargaining representative for all lecturers and clinicians. This title may be given to individuals employed by the College to perform duties similar to those performed by faculty, counselor, and other librarian staff. For purposes of delineating the employment period of Lecturers and Clinicians, a year shall be defined as twelve (12) months of employment

The maximum total employment period for Lecturers and Clinicians initially appointed as Lecturers and Clinicians prior to January 1, 1998, shall be as follows:

- \* A maximum of three (3) one-year appointments.
- \* One (1) additional (2) two-year appointment.
- \* Total of five (5) years of employment as a Lecturer or Clinician.

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The maximum total employment as Lecturer or Clinician for Lecturers and Clinicians initially appointed as Lecturers or Clinicians on or after January 1, 1998, shall be as follows:

- \* A maximum of four (4) one-year appointments.
- \* One (1) additional two-year appointment.
- \* Total of six (6) years of employment as a Lecturer or Clinician.

The specified maximum total employment periods pertain only to service as a Lecturer or Clinician and do not include prior service in other positions at the College, nor do they preclude service in other College positions after the maximum time periods as a Lecturer or Clinician have been attained.

- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student counselors and librarians as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The term "Faculty" and "Unit members" shall mean all personnel covered by the terms of this Agreement.

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ARTICLE TWO

NEGOTIATION PROCEDURES

A. The parties agree to enter into collective negotiations for a successor agreement on a mutually agreeable date.

B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association data and information required by law to be made available to the public including Integrated Post Secondary Education Data System (IPEDS) Reports.

C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations. No formal negotiations shall take place unless the designated Chief Negotiator of both parties is present unless there is agreement to the contrary by both parties.

D. The Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether or not covered by this Agreement and whether or not within knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

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E. The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this Agreement. The Association agrees that neither it nor any of its members (acting individually or as a group) will negotiate with any individual other than the Executive Director of Human Resources and such other members of the College negotiating team as may be designated by the College.

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

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

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

*T. Curt Rank*

ARTICLE THREE

NON-DISCRIMINATION

- A. The provisions of this Agreement shall be applied equally to all employees.
- B. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.
- C. The Association shall not discriminate against its members for activity or non-activity in the Association.

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ARTICLE FOUR

APPOINTMENT OF UNIT MEMBERS AND CONTRACT PERIODS

A. Initial Appointment

Unit members will be appointed in accordance with guidelines which are unilaterally established by the Board. The Executive Director of Human Resources or designee will provide the President and Treasurer of the Association with a written report no later than the fifth working day of each month including the names of any additions or deletions to the bargaining unit during the previous month.

B. Contract Periods

1. Instructional Faculty

a. The contract period for full-time, eight (8) month unit members will include the Fall Semester and Spring semester or one (1) semester and two (2) terms.

b. The contract period for full-time ten (10) month faculty members will include the Fall and Spring semesters and the Summer I or Summer II term.

2. Librarians may be assigned either a ten (10) or twelve (12) month contract. Under either option, these personnel shall work a thirty-seven and one-half (37.5) hour workweek.

3. Counselors may be assigned either an eight (8), ten (10), or twelve (12) month contract.

C. Miscellaneous Provisions

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1. In the event it becomes necessary to hire a regular full-time faculty member for less than an eight (8) month period, she/he shall be paid on a prorated basis for that period of time which she/he is employed. She/he shall be accorded all privileges of a regular full-time faculty member.

2. No adjunct faculty member shall be assigned a regular full-time teaching load.

3. Exceptions may be made during supplemental terms to paragraph 2 above providing that the provisions of Article Twenty-Four, Supplemental Semester and Term Assignments are adhered to.

4. The unit member's contract period may not be changed without her/his prior written approval and prior written notification to the President of the Faculty Association or her/his designated representative and the Executive Director of Human Resources.

5. Unit members who hold twelve (12) month contracts shall be subject to the official college calendar and work days applicable to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with the provisions of Article Twenty-Two, Instructional Work Load and Article Twenty-Eight, Salary Increases and Salary Range Maximums.

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ARTICLE FIVE

CONTRACT CONTENT

A. Individual employment contracts will be issued to full-time unit members for:

1. All Divisional appointments and renewals for non-tenured unit members.
2. All supplemental semester/term assignments.

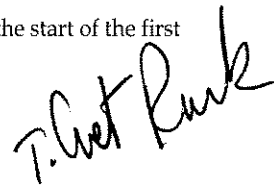
B. Tenured unit members will be issued contract extension/renewal letters.

Said letters shall be considered a modification of the previously existing contract and as an addendum to that contract. All letters will identify the beginning and the ending dates of the extension/renewal period and the unit member's base salary during that period. The letter shall not require an affirmative response, but the unit member's silence shall be construed as an acceptance of existing and stated terms and conditions of employment.

C. The load form will describe the duties of each unit member other than librarians.

D. Part-Time Contracts

1. Tenured unit members shall be eligible to apply for part-time contracts of not less than 0.51 of a full load.
2. Applications must be received by the unit member's immediate administrative supervisor and the Vice President of Academic Programs at least forty-five (45) days prior to the start of the first



semester or term of the requested part-time contract. Applications are subject to Board of Trustees approval and all decisions of the College shall be final and binding.

3. Benefit program continuity shall be in accordance with the rules and regulations of the State Division of Pension and individual carrier/provider rules and regulations.
4. Any contacts earned in excess of the agreed upon partial base load will be compensated at the normal faculty overload rate (that is the rate at which the individual would have been paid for any overload contacts earned if the unit member worked on a full-time basis).
5. The College shall be under no obligation to offer more contacts than agreed to in the part-time contract.

E. Individual employment contracts shall be issued to persons hired into lecturer and clinician positions as defined in Article One, Paragraph B. Contracts shall clearly state the beginning and ending dates of the appointment. The contract shall further stipulate that employment is contingent upon satisfactory performance and that in no event shall employment extend beyond thirty-six (36) months for the life of the individual.

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ARTICLE SIX

REAPPOINTMENT, NON-REAPPOINTMENT AND RESIGNATION

OF UNIT MEMBERS

A. Reappointment

1. The Board shall issue renewal contracts by certified mail, return receipt requested to all non-tenured unit members approved for reappointment not later than the day after the regularly scheduled March Board of Trustees meeting of each year, provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least fifteen (15) calendar days prior to that date.

2. The Board shall issue via inter-office mail renewal notices, indicating academic rank and salary, to all tenured unit members approved for reappointment not later than the day after the regularly scheduled March Board of Trustees meeting of each year, provided the master agreement has been negotiated, reduced to writing and ratified by both parties at least fifteen (15) calendar days prior to that date.

3. In the event the master agreement has expired and negotiations have not been concluded, individual contracts and/or renewal notices shall be issued within fifteen (15) calendar days following ratification of a new master agreement by both parties.

4. The President of the Faculty Association shall receive on March 29th or 14 days after individual contracts have been issued to non-tenured unit

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members, whichever is later, a list, from the Personnel Department, indicating all unit members who have not returned signed contracts.

B. Non-Reappointment

1. In the event the Board does not intend to reappoint a non-tenured unit member, written notice of non-appointment shall be given in accordance with the following schedule:

2nd year contract - the day after the regularly scheduled March Board of Trustees meeting of the 1st year

3rd year contract - February 25th of the 2nd year

4th year contract - February 25th of the 3rd year

5th year contract - February 25th of the 4th year

6th year contract - February 25th of the 5th year

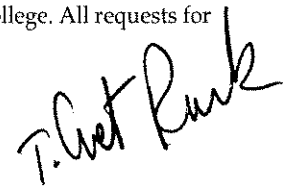
If these dates do not fall within the College work week (Monday-Friday), then such notice shall be given by the regular working day preceding such date.

2. Notice shall be made by certified mail. Notice shall be constructively delivered as of the date of the certified receipt.

C. Resignation

1. Unit members who wish to resign shall submit such resignation, in writing, to the Vice President of Academic Programs at least sixty (60) days prior to the effective date of such resignation.

2. Failure of a non-tenured unit member to return a signed contract to the Personnel Department within sixteen (16) calendar days of issuance shall be construed that reappointment is not desired and that the unit member has resigned, unless such deadline has been extended by the President of the College. All requests for



extension of the deadline must be submitted to the President, in writing, no later than twelve (12) calendar days after the issuance of the contract. All such requests must indicate a reason for the requested extension.

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ARTICLE SEVEN

TENURE

Tenure shall be granted in accordance with Board Policy 104, Tenure Review, the College Tenure Plan, and the laws and regulations of the state of New Jersey as codified in N.J.S.A. 18A:60-6 et seq. and N.J.A.C. 9:4-6.1 et seq.

TENURE REVIEW SCHEDULE

<u>DATE</u>	<u>ACTION</u>
November 15	Faculty member submits tenure packet to Immediate Administrative Supervisor
February 1	Candidates notified of Board's decision by Office of the President

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ARTICLE EIGHT

REDUCTION IN STAFF

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

B. To the extent possible, the College will provide one (1) year of notice to any tenured faculty member who is being seriously considered for a reduction in force.

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ARTICLE NINE

FACULTY RETRAINING FOR FACULTY POSITIONS

A. Introduction

1. Implementation of Discipline Retraining Plan (including a Time Table for completion of same) is voluntary and subject to recommendation by the Vice President of Academic Programs, approval by the President of the College, and approval by the Board of Trustees.

2. Future teaching assignments by unit members who successfully complete discipline retraining programs will be subject to the availability of discipline course sections based on enrollment and other relevant factors such as seniority of appropriate unit members.

3. Discipline retraining opportunities are subject to the availability of funds to support the discipline retraining unless a unit member is willing to personally undertake any and all costs of retraining.

4. It is recognized by all parties that retraining can be costly and often times may be desired by unit members at a time of declining enrollments and fiscal constraints on the institution. Consequently, discipline retraining and requests must be carefully scrutinized and may need to be limited as they continue or even exacerbate any financial problems of the College. As with all decisions with economic impact, the priority level of funding may be affected by other economic priorities of the College.

B. Exploration of Possible Discipline Retraining Opportunities

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1. Upon written request to the Vice President of Academic Programs, the College will provide:

a. Information to faculty desiring to explore discipline retraining opportunities regarding disciplines, if any, in which the College anticipates continued adequate enrollment.

b. Assistance to faculty to determine individual inclination and potential for retraining and teaching in another discipline.

2. It is the intent of this Article of this Collective Agreement that:

a. As a general guideline, it must be stated that the intent here is not for each Division to require a candidate for discipline retraining who has proven teaching credibility to obtain an additional masters degree. However, a candidate must complete the equivalent of a masters degree in the new field by taking the discipline courses in an approved masters degree and applying elective courses from her/his prior masters degree. At the conclusion of the sequence of study, candidates will have completed the same course work as any other individual who has pursued the selected masters program.

b. The various Divisions, departments, and discipline groups within the College will prepare recommended retraining plans which will give a clear statement of the requirements for teaching specific courses within that Division at such time as applications for retraining are submitted.

C. Financial Assistance to Candidates in Discipline Retraining Programs approved by the Board of Trustees



1. Tuition Reimbursement

a. Unit members engaged in discipline retraining programs approved by the Board of Trustees shall be eligible for tuition reimbursement for courses taken as part of a retraining program under the conditions established in Article Twenty-Nine, Tuition Reimbursement.

b. The College may provide special funding for tuition reimbursement for courses taken as part of a discipline retraining program approved by the Board of Trustees, in addition to those available under the provisions of Article Twenty-Nine, Tuition Reimbursement. The applicable provisions of Article Twenty-Nine, Tuition Reimbursement, would be utilized in any such special funding for tuition reimbursement.

2. The College may provide funds for other aspects (e.g. special leaves of absence) of a discipline retraining program approved by the Board of Trustees.

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ARTICLE TEN

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Association Business

1. Authorized Association Representatives

Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

2. Association President

a. In recognition of services as a faculty leader and College advisor, the President of the Faculty Association shall be granted 1 contact for the Fall Semester, 1 contact for the Spring Semester, and 1 contact for the Summer I and Summer II Terms combined so long as the President is available to provide such services during such time periods. If the President is not available to provide such services during any of the four mentioned time periods, contacts will not be granted for such time periods.

b. Such contacts shall be indicated on her/his Faculty Load Form for each such semester and term.

c. In the event the President is a non-teaching faculty member, she/he will receive supplementary remuneration based on the above contacts. In such case, the President of the Association shall fulfill the regular obligations of her/his

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position and work week exclusive of time devoted to services as faculty leader and college advisor.

d. Contacts compensated under paragraph 2 shall be paid at the applicable overload rate if one's base load has been met.

e. If the President of the Faculty Association has not met base load, the contact may be inserted as base load.

f. Every year the College will provide the Association President with copies of the current versions of the following documents:

- Individual employment contract
- Sabbatical leave application
- Classroom visitation form

g. The college will provide the Association President with a copy of the College Policy and Procedures Manual and revised policies and procedures as they are issued after final Board approval of them.

B. Use of College Property

With the prior approval of the President or her/his designee the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval), at such times and places that will not interfere with, delay or defer any activities or functions of the College.

C. Association Liability

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

D. Use of College Mail and Telephone Systems

1. The Association will be permitted the use of the College communication system including internal mail and telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and bear the name or signature of an authorized Association representative.

2. Use of the telephone shall be limited to internal use and such outside calls as are in the regular calling area of the College system. Long distance and toll calls shall be paid for by the Association.

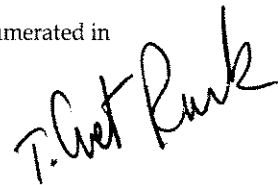
E. Use of Bulletin Boards

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

F. Payroll Deductions for Association Dues

1. Introduction

Deductions from the payroll of any employee represented by the Association for the purpose of paying dues to the Associations enumerated in



Paragraph 2 below shall be made in accordance with N.J.S.A. 52:14-15.9e and the prevailing business practices of the College.

2. Association, Eligible for Dues Deductions and Representation Fee Deductions

- a. Burlington County College Faculty Association
- b. Burlington County Education Association and/or its Higher Education Affiliate
- c. New Jersey Education Association and/or its Higher Education Affiliate
- d. National Education Association and/or its Higher Education Affiliate
- e. Association of New Jersey County College Faculties

3. Authorization to Commence Deductions

- a. All authorizations for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.
- b. Each unit member shall submit her/his written authorization form bearing her/his signature to the Association Treasurer or her/his designee.





- c. Notice of the name of the Association Treasurer and her/his designee shall be submitted by the Association President to the Executive Director of Human Resources or her/his designee.
  - d. The Association Treasurer or her/his designee will submit all completed authorization forms to the Executive Director of Human Resources or her/his designee. The Executive Director of Human Resources or her/his designee will only accept authorization forms from the Association Treasurer or her/his designee, not from any other individual unit member. Any form which is incomplete or incorrect will be returned to the Association Treasurer or her/his designee.
  - e. All authorization forms must be received by the Executive Director of Human Resources or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Executive Director of Personnel Affairs or her/his designee.
4. Authorization to Terminate Association Dues Deductions
- a. A unit member's consent to the College to deduct Association dues will not require annual renewal.
  - b. It is the responsibility of any unit member desiring to terminate Association dues deductions to so notify the Association Treasurer

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or her/his designee in written correspondence bearing the unit member's signature.

- c. Written notifications to terminate Association dues deductions will be submitted by the Association Treasurer or her/his designee to the Executive Director of Human Resources or her/his designee. The Executive Director of Human Resources or her/his designee will only accept authorization forms from the designated Association Treasurer or her/his designee and not from any other individual unit member.
- d. Once authorization to make Association dues deductions has been received by the Executive Director of Human Resources or her/his designee, the College shall continue to make such deductions until notified in writing to stop same or until the employee terminates employment with the College. Notification to stop deductions by any employee who shall remain on the payroll but whose sole desire is to terminate her/his membership in the Association must be received by the Executive Director of Human Resources or her/his designee a minimum, of thirty (30) working days prior to the desired date of dues cessation. The only acceptable dates of cessation are January 1 and July 1.

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5. Dues Rates

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

6. Payroll Deductions

a. Deductible Schedule

Each fiscal year, one twentieth (0.05) of the total annual deductions of any and all Associations described in Paragraph 2 above for which proper authorization has been received by the Executive Director of Human Resources or her/his designee shall be deducted from the employee's paychecks commencing with the second paycheck of the ten (10) month pay date schedule.

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

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

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

e. The Executive Director of Human Resources or her/his designee shall notify the Association of the termination of any Unit member within one (1) work day of the time such notification is received by her/him.

G. Payroll Deductions for Representation Fee

1. Introduction

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

b. Under the authority of N.J.S.A. 34:13A-5, 6, 7, & 8, the College shall in accordance with the provisions stated herein and the prevailing business practices of the College deduct from the payroll of any unit member who is not a member of the Association an amount equivalent to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fees exceed 85% of the regular membership dues, fees, and

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assessments. This representation fee shall be in lieu of dues for services rendered by the Association to unit members who are not members of the Association.

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

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

b. A provision by which employees who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair procedures placing the burden of proof on the Association. Any such appeals shall be processed through this system and not through the Grievance Procedure contained in Article Thirty-Four.

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

4. Payroll Deductions

a. Effective Date of Commencement of Deductions

(1) For employees who are on the payroll as of August 31st of each year: The second paycheck of the ten (10) month pay date schedule.

(2) For employees re-entering the unit who previously served in a position included in the unit who continued in the employ of the College in a non-unit

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position and for employees who are recalled from  
layoff: The first paycheck of the month following the  
successful completion of the first forty (40) working  
days of employment in a unit position following  
employee's re-entry into the unit.

b. Deduction Schedule

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

c. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Representation Fee deductions will relieve the Board of its responsibility to collect that amount from the unit member for that pay period.

d. Remittance of deductions shall be made to the Association Treasurer or her/his designee by the College Accounting Department no later than the 15th of the month following that in which the deductions were made. Upon the termination of employment of any employee, the College will not collect any monies for unpaid representation fee deductions for months subsequent to the employee's termination date.

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5. Determination of Employees from whose Paychecks the Representation Fee is to be Deducted

a. No later than the fifth working day of each month, the Executive Director of Human Resources or her/his designee will submit to the Association Treasurer or her/his designee a list (including names, position titles and dates of employment) of all employees who began their employment in a unit position during the previous month.

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

6. The Association shall identify and hold the College harmless against any and all claims, demands, suits, and/or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken by the College in conformance with any provision of the Article.

H. Optional Payroll Deductions Made Available to Employees at the Request of the Association

1. Introduction

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

*T. Curt Rank*

2. Organizations Eligible for Deductions
  - a. Atlantic-Burlington County Public Employee Federal Credit Union
  - b. Washington National Insurance Company
  - c. Others which may be mutually agreed upon and which are permitted by any appropriate laws and regulations.

3. Authorization to Commence Deductions
  - a. All authorization for deductions shall be made only in accordance with a properly completed and signed form mutually agreeable to the parties.
  - b. All authorization forms must be received by the Executive Director of Human Resources or her/his designee at least thirty (30) days prior to the date of the first deduction. Deductions shall be made only after properly executed forms have been received by the Executive Director of Human Resources or her/his designee.

4. Deduction Rates and Amounts

The organizations named in Paragraph 2 hereinbefore shall certify to the Executive Director of Human Resources or her/his designee in writing, its fee schedule, a minimum of thirty (30) working days prior to each September 1st.

5. Payroll Deductions for Optional and/or Additional Programs
  - a. Deduction Schedule





- (1) Each fiscal year, one twentieth (0.05) of the total amount deductions for the Washington National Insurance Plan for which proper authorization has been received by the Executive Director of Human Resources or her/his designee shall be deducted from the employee's paycheck commencing with the second paycheck of the ten month pay date schedule. No deductions will be made in July or August.
- (2) Deductions for the Credit Union will be made from each appropriate paycheck.

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

c. Upon the termination of any employee, the College will not collect any monies for deductions for pay dates subsequent to the employee's final paycheck.

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## ARTICLE ELEVEN

### UNIT MEMBER'S RIGHTS AND RESPONSIBILITIES

#### A. Unit Member's Course and Classroom Rights and Responsibilities

1. Consistent with the stated catalog course descriptions, the primary responsibility for determining course content, course goals, learning objectives and the selection of appropriate learning materials and strategies rests with the unit member who teaches the course. Unit members shall not, however, require any student to purchase classroom or classroom-related materials other than the designated text(s) and authorized text supplements (whether on computer disk or in print) where the unit member stands to make a pecuniary gain. For the purpose of this Article, classroom and classroom-related materials include those materials normally produced in-house (learning packets, course materials, etc.) and provided to students at minimal or no cost.

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

3. Where more than one unit member teaches the same course, the unit members, in consultation with personnel as designated by the Vice President of Academic Programs must agree on a basic core content.

4. The unit member shall be free to request any computer diskettes, CD Rom disks and similar items, video tapes, books, magazines, newspapers or other

*T. Gert Rank*

materials to be purchased by the library or her/his Division or area, subject to budgetary limitations.

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

6. The unit member shall be required to report to her/his designated teaching station and office hours at scheduled times. Whenever the unit member is unable to meet her/his class because of unpredictable absences she/he will make every effort to report her/his inability to do so to her/his immediate administrative supervisor sufficiently prior to such absence as to enable the class to be rescheduled or to assign an appropriate substitute. Predictable absences must have the prior written approval of the immediate administrative supervisor of the unit member.

7. The administrative use of an electronic monitor or communications device during the meeting of class shall be permitted only with the prior approval of the unit member concerned.

8. Upon request by a student for permission to use a tape recorder, communications device, sign interpreter, or other instructional aid designed to facilitate or enhance the learning process during the meeting of the class, such permission shall ordinarily be granted and it should not be unreasonably denied.

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

B. Outside Employment and Course Work



1. All unit members recognize primary responsibility to their positions at Burlington County College.

2. Unit members will act in accordance with the provisions of N.J.A.C. 9:2-10.1 (Code of Ethics, Department of Higher Education), 10.2 (Guidelines on the Outside Employment for Full-time Employees), and 10.3 (Procedures for Reporting Outside Employment Status).

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ARTICLE TWELVE  
ACADEMIC FREEDOM

The Board as stated in Board Policy 200, Academic Freedom, recognizes that academic freedom is essential to the free search for truth and its exposition.

The parties agree to the following provisions relating to academic freedom:

A. A unit member is a citizen and a member of a learned profession. When she/he speaks, writes, or acts as a citizen, the faculty member is free from College censorship and discipline, but has the obligation when so engaged to indicate that she/he is not a College representative, unless so authorized, because the public may judge her/his profession and the College by expressed words and actions.

B. A unit member is free to engage in research and publication, as long as these activities do not interfere with her/his responsibilities to the College.

C. A unit member is free when in the classroom to discuss controversial issues relating to her/his area of academic specialization, but is obligated to be aware of her/his potential influence on the opinion and values of her/his students. A unit member is responsible for achievement of the course objectives.

D. Indemnification against civil liability will be in accordance with N.J.S.A. 18A:60-4.

E. Unit members acknowledge the importance of a learning environment that is free from racial/ethnic and/or sexual harassment and agree to fully comply with college anti-harassment policies.

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ARTICLE THIRTEEN

STAFF SUPPORT

A. The College shall provide clerical support to meet the needs of academic personnel. The Vice President of Academic Programs shall make these determinations based upon needs and budgetary limitations.

B. Effective upon ratification of this Agreement, the College shall compensate unit members for the use of private automobiles when on official College business at the rate of \$0.30 per mile.

1. Compensation will be determined prior to its occurrence when a particular assignment is made and approved by the immediate administrative supervisor as authorized by the Vice President of Academic Programs.

2. The unit member must submit the recognized College form in order to receive compensation for the use of a privately owned automobile.

3. A unit member will not be compensated for travel between her/his home and primary assignment. Effective upon ratification of this Agreement, mileage to ancillary assignments which exceeds the mileage from the unit member's home to the primary assignment will be compensated at the rate of \$0.30 per mile in accordance with paragraphs 1 and 2 above and relevant College policies and procedures.

C. Faculty Offices

1. Each unit member shall be provided an office insofar as space and budgetary limitations permit.

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2. The College has the right to change office assignments for organizational, program modification, or other business reasons as determined by the College. Whenever possible, reasonable advance notice will be provided to faculty members of any move. In no case shall any such change be made for arbitrary, capricious, or punitive reasons.

D. Parking

1. The College will provide at no charge, designated parking area(s) for exclusive use of faculty and other employees.

2. The college reserves the right to charge a reasonable fee for the replacement of any lost card issued for accessing gated parking area(s).

3. The College, of course, recognizes motor vehicles displaying proper handicapped license plates or dashboard placards issued by the appropriate state agencies. Motor vehicles so marked shall be permitted to park in a designated handicapped space. Further, special parking privileges may be extended to unit members for reasons of health as demonstrated by medical documentation acceptable to the College even though such health reasons may not qualify the individual for handicapped license plates or placards issued by the appropriate state agency.

4. The faculty agree not to abuse parking privileges as established by the College.

5. Unit members who are ticketed shall have full right of appeal through established procedures.

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ARTICLE FOURTEEN

ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES

A. All unit members shall attend a Division meeting scheduled during each month of a semester/term in which the faculty member is under contract as part of her/his normal responsibility to the instructional process. The first Division meeting of each semester/term will be scheduled no earlier than two (2) working days prior to the first day of scheduled classes.

B. All unit members shall be required to attend the annual graduation ceremonies provided that graduation is scheduled within seven (7) calendar days of the last day of final examinations. All unit members working during the Summer I Term shall be required to attend graduation ceremonies. Exceptions may be granted with the prior approval of the President. Academic attire shall be provided at no cost to the individual. Attendance at the graduation ceremony shall be separate and apart from the meeting attendance indicated in Section C below.

C. The President or her/his designee may conduct two (2) mandatory meetings per semester. If reasonably possible as determined by the College, seventy-two (72) hours of advance notice may be provided. However, additional mandatory meetings to discuss emergent matters as determined by the College may be held without any advance notice with the understanding that faculty members who submit reasons for non-attendance which are deemed acceptable by the College may be excused from the meeting without penalty. Meetings will normally be

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held during the official College day and week as specified in Article Nineteen, Instructional Work Week, except under emergency circumstances.

D. A unit member may voluntarily attend the aforementioned activities during any term/semester in which she/he is not under contract.

E. Senate President

1. In recognition of services as a faculty leader and college advisor, the President of the Faculty Senate shall be granted one (1) contact for the Fall semester and one (1) contact for the Spring semester so long as the President is available to provide and actually provides services during each such time. If the President is not available to provide such services during any of the aforementioned time periods, contacts will not be granted for such time periods. Such contacts shall be indicated on the Faculty Load Form of the Senate President for such semester and term.

No contacts will be granted for services provided by the Faculty Senate President during the Summer.

2. Contacts compensated under paragraph 1 shall be paid at the applicable overload rate if the base load of the President has been met.

3. If the President has not met base load, the contact may be inserted as part of base load.

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**ARTICLE FIFTEEN**

**CLOSING OF THE COLLEGE**

In the event the President or her/his designee cancels classes and/or closes the College the unit members shall not be required to report for work. If the College remains open, all unit members must meet their assigned obligations. If she/he fails to do so, she/he may utilize a personal leave day in accordance with the provisions of Article Thirty-one, Leaves, paragraph F. 3.

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ARTICLE SIXTEEN

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. The Board retains to itself and its appointed managers and administrators all rights, authority and responsibilities conferred by law and those commonly associated with their level of direction and control.

B. Nothing contained in this Agreement, except those items referred to or specifically identified, shall be interpreted to subordinate, waive, preclude or deny the Board or its designated representatives, the right to conduct the business of the College in accordance with current or past practices, policies and procedures, including the contract agreement between the Board and the Association, nor to perform their responsibilities as custodians of the properties of the College nor to exercise their judgment and make decisions to the extent that such actions are not in contravention of the laws or Constitutions of the State of New Jersey or of the United States of America.

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## ARTICLE SEVENTEEN

### EVALUATION PROCEDURES

1. Each unit member will submit an Annual Performance Report and objectives for the next year to her/his immediate administrative supervisor by April 1. These objectives will include professional responsibilities, professional growth, College contributions, and community contributions. This report shall be in a format and contain such information as directed by the College.

2. Student Course Evaluations for Tenured Faculty Members

- The College will utilize a nationally recognized form for student course evaluations. Such form will be administered in accordance with College procedures.
  
- The College will ordinarily administer student course evaluations for each tenured faculty member for all courses taught by the faculty member once each academic year during either the Fall Semester or Spring Semester.
  
- If the results of such evaluations are unsatisfactory or questionable, the College will conduct student course evaluations of all courses taught by the faculty member during the next semester. This process will continue each successive semester until the results are satisfactory or other action is taken.

3. Student Course Evaluations for Non-tenured Faculty Members, Lecturers, and Clinicians

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- The same student course evaluation form utilized for tenured faculty members will be administered in accordance with College procedures.
- The College will administer student course evaluations for each non-tenured faculty member, lecturer, and clinician for every course section taught by the individual.

4. The College has the right to make one classroom visitation during each semester/term in which a tenured faculty member teaches. A second classroom visitation may be made each semester/term for non-tenured faculty members, lecturers, and clinicians. Reasonable notice shall be provided. The observation will be conducted by the immediate administrative supervisor who shall utilize a standard College form designed for this purpose. A copy of the completed form shall be provided to the faculty member within thirty (30) working days.

5. The College encourages the use of high technology and/or innovative instructional methodologies in the classroom and will consider a faculty members' proficiency in the utilization of such strategies in the classroom as part of the evaluation process. While the definition of the term "high technology" is an ever-changing one due to continuous advancements, as of Spring 1996 the term refers to the use of the "multimedia classroom" which includes, for example, television, VCR or VTR, CD Rom, computer projection of material such as written text, graphics, illustrations, interactive video, computer exercises, and so forth subject to the availability of such technology at the College and training in the use of same provided by the College. This definition is not intended to be a precise or all-encompassing one due not only to advancements in

*T. Cret Rank*

technology which will be made but also because it would be difficult and lengthy to cover all nuances of this term.

6. An evaluation conference of the faculty member and the immediate administrative supervisor will be scheduled at least one week prior to the first day of final examinations for the Spring Semester. During the evaluation conference(s) the unit member and her/his immediate administrative supervisor shall finalize a written summary of measurable objects for the following year.

7. Coordination of the evaluation of a unit member who serves in two (2) or more Divisions will be the responsibility of the immediate administrative supervisor in the individual's home Division. Evaluation input from the Divisions in which the unit member serves shall be included in the unit member's evaluation.

8. Non-tenured faculty members may be videotaped in instructional settings for evaluative purposes. The videotape itself along with constructive critiquing commentary designed to assist the faculty member and improve performance will be utilized as a tool in the evaluation process. Video evaluations for tenured faculty member can be conducted only with the approval of the tenured faculty member.

9. Any faculty member who received an evaluation rating of questionable or unsatisfactory for the previous year shall submit no later than September 30 an interim report to her/his immediate administrative supervisor specifying the proposed corrective measures which she/he intends to take. A conference shall be held by October 15 to finalize the corrective measures to be taken by the faculty member. This process will focus on providing any such faculty member with an opportunity to

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concentrate her/his time and efforts on improving her/his performance in base workload and responsibilities.

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ARTICLE EIGHTEEN

PROMOTION PROCEDURES

1. Any faculty member who would like to apply for promotion shall contact her/his immediate administrative supervisor to discuss eligibility and qualifications. It is the responsibility of the faculty member to seek assistance from her/his immediate administrative supervisor regarding the promotion process. Upon request, a faculty member will be provided with copies of the current College Board Policy and Administrative Procedure pertaining to promotion in academic rank.

2. The faculty member shall submit an application for promotion with supporting documents to her/his immediate administrative supervisor by February 1.

3. The application for promotion will be considered in accordance with the promotion Policies and Procedures of the College.

4. The faculty member will receive notification of the decision of the College by May 31.

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5. When a promotion in academic rank is granted by the College, the new academic year salary of the faculty member will be computed by adding any contracted increase and the promotional increase in that order. The following salary increases will be granted upon promotion in academic rank:

<u>Level</u>	<u>Salary Increase</u>
Instructor to Assistant Professor	\$800
Assistant Professor to Associate Professor	\$850
Associate Professor to Professor	\$900

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ARTICLE NINETEEN

INSTRUCTIONAL WORKWEEK

A. The official College day and week is 7:00 a.m. to 11:00 p.m. Monday through Friday and 7:00 a.m. to 7:00 p.m. Saturdays and Sundays.

B. Unit members will not be required to teach Saturday or Sunday if there is another course available for the unit member in question to teach during the week in base load and/or unless the program they are responsible for requires it. If necessary to make base load, a unit member will be required to work Saturday or Sunday. However, due consideration will be given to the individual's religious convictions.

1. A reasonable effort will be made to assign work within an eight (8) hour period with no more than four (4) hours between the end of one class and the beginning of the next class unless such assignment is needed in order for the unit member to make base load.

2. Teaching time shall not exceed four (4) consecutive class/laboratory hours without at least a one (1) hour break unless there is mutual agreement to the contrary.

3. The individual schedule shall not include more than two (2) evenings per week unless the assignment of additional evening classes is needed in order for the unit member to make base load. However, there must be at least eleven (11) hours between the end of the evening class and the beginning of the first class the next day.

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4. Whenever reasonably possible, two (2) hours will be allowed for travel from one class to another between campuses.

5. The College will make workload assignments after 4:30 p.m. with due regard to the unit member's preference and seniority.

C. List of Key Dates

The College will make reasonable effort to issue a list of *key* dates for the academic year prior to the graduation date of the preceding academic year. Key dates shall include but not necessarily be limited to: the date of each semester/term when eight (8) and ten (10) month faculty must initially report for work; dates of Division meetings; College holidays; and the last date of each semester/term that eight (8) and ten (10) month faculty can normally be required to report for work.

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**ARTICLE TWENTY**

**OFFICE HOURS**

A. Schedule

1. Each faculty member should schedule no fewer than seven office hours per week during each semester/term of her/his normal base employment contract when she/he will be available for consultation with students. These office hours shall be in addition to the faculty member's scheduled classes and may not conflict with any College-wide functions at which her/his attendance is required. The seven office hours shall include five regular office hours and two hours of advising. The two advising hours will be by appointment scheduled by students at least twenty-four hours in advance. Faculty who are scheduled to teach five days a week shall have office hours at least one hour per day. Faculty scheduled to teach four days will have office hours at least on those four days on which classes are scheduled.

2. During any other semester/term that the faculty member teaches, the minimum office hours per course section shall be as follows:

6-7 week term      1 hour and 30 minutes per week

10 week term      1 hour per week

14 week term      45 minutes per week

a. Office hours for special semesters/terms will be prorated.

b. There will be no more than 3.75 office hours per week required.

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B. No later than one workweek after the start of classes, a schedule of office hours will be posted on the faculty member's door and given to the clerical staff in her/his office area and to her/his immediate administrative supervisor.

C. Each unit member shall be responsible for completing and submitting to her/his immediate administrative supervisor, periodic reports indicating advising activities during the period.

D. All office hours must be conducted in the faculty member's office or off-campus teaching site (for courses taught at that site) subject to the approval of the faculty member's immediate administrative supervisor. Advising hours must be conducted in the faculty member's office, off-campus teaching site, or the College Advising Center subject to the approval of the faculty member's immediate administrative supervisor.

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ARTICLE TWENTY-ONE

REGISTRATION, RECRUITMENT, ADVISEMENT AND RELATED  
ACTIVITIES FOR TEACHING FACULTY

A. Introduction

Every College fiscal year during the period of July 1 through June 30, each teaching faculty member will perform twelve (12) hours of duties pertaining to one or more of the activities stipulated in Paragraph D. The performance of these twelve (12) hours of duties does not limit the number of hours which Faculty should expend on advisement and recruitment duties as part of their professional responsibilities for which they are compensated as part of base salary.

B. Advanced Request and Approval

1. Prior to the beginning of the Fall semester and the Spring semester each year, the Academic Deans will distribute to each teaching faculty member a list of activities available that semester along with a request list for faculty to complete.

2. All activities must be approved in advance by the immediate administrative supervisor of each teaching faculty member and then by the Vice President of Academic Programs.

C. Documentation

Each faculty member must account for these twelve (12) hours of activity through adequate documentation included in the annual report prepared by the faculty member.

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D. Activities

Eligible activities are as follows:

- On-campus registration
- Off-campus registration
- Telephone registration
- Special events that include registration
- Recruitment activities
- Summer advisement/early enrollment activities
- Academic advisement
- Other activities set forth by the Vice President of Academic Programs
- Other activities suggested by a faculty member and approved in advance by the immediate administrative supervisor and the Vice President of Academic Programs.

E. Grievability

The provisions of this Article are non-grievable.

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**ARTICLE TWENTY-TWO**  
**INSTRUCTIONAL WORKLOAD**

A. Introduction

The instructional workload for the academic year shall include base load (as defined below), and the following additional responsibilities:

- (1) A maximum of twelve (12) hours per academic year, of registration advising (as defined in Article Twenty-One, Student Registration Duties for Teaching Faculty);
- (2) Seven (7) office hours during each week of assigned class (5 scheduled and 2 by appointment as defined in Article Twenty, Office Hours);
- (3) Division meetings (as defined in Article Fourteen, Attendance at College Meetings and Activities);
- (4) Such other activities as defined in this contract.

B. Base Load

1. The base workload for a unit member under an eight (8) month, contract will be fifteen (15) contacts per semester.
2. The base workload for a unit member under a ten (10) month contract will be fifteen (15) contacts per semester and seven and one-half (7.5) contacts per term.

C. Contact Accumulation

1. Courses

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One (1) contact for each instructional hour a unit member is present in a large group, class and/or seminar for which she/he has been scheduled.

2. Laboratories/Clinicals/studios

a. One (1) contact for each instructional hour a unit member is present in laboratories or clinicals for which she/he has been scheduled as part of base load and/or one (1) contact for each one and one-half (1.5) instructional hours a unit member is present in laboratories or clinicals for which she/he has been scheduled as all or part of overload in the following disciplines:

- (1) Nursing
- (2) Biology
- (3) Chemistry
- (4) Engineering, including Architecture, Drafting and Design, CIM and CAD
- (5) Electronics
- (6) Medical Laboratory Technology
- (7) Physical Education

b. One (1) contact per every two (2) instructional hours a unit member is present in laboratories/ studios scheduled in the following disciplines:

- (1) Physical Science (geology and geography)
- (2) Physics
- (3) Art
- (4) Office Systems Technology

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- (5) English as a Secondary Language
- (6) Any other laboratory or studio not specified in a.  
above

c. When building loads, all contracts for laboratories and clinicals are to be the last component factored into the load.

3. Supervision of Instructional Assistants

Unit members assigned the supervision of an instructional assistant shall receive one (1) contact for each fifteen (15) hours the instructional assistant is teaching a laboratory and/or seminar.

4. Additional Preparations(s)

Unit members teaching more than three (3) different courses in any given semester shall receive one-half (0.5) contact for the fourth and subsequent different courses actually taught in that semester.

5. New Course Development

Unit members assigned the development of a new course shall receive two (2) contacts for each 3-4 credit course developed. The contacts shall be paid at the unit member's discretion, either upon the submission of completed course materials acceptable to the College or at the time the course is taught for the first time.

Unit members assigned the development of a new TV course (and not a course she/he currently teaches) will receive one (1) contact for new course development. If a TV course changes significantly in content this will constitute a new course and be eligible for new course development compensation.

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6. Large Group Sections(s)

A unit member who has 47 to 69 students in any given course section at the tenth day count will receive an additional one (1) contact. A unit member who has 70 or more students in a course at the tenth day count will receive an additional one and one-half (1.5) contacts.

7. Cooperative Education

A unit member who supervises cooperative education students will receive one (1) contact per eight (8) students if in the unit member's base load.

A unit member who supervises cooperative education students will receive seventy-five dollars (\$75.00) per student if in the unit member's overload.

8. Telecourses

Any unit member who teaches one (1) or more telecourses shall receive one and one-half (1.5) contacts per course for courses commencing on or after July 1, 1998.

The unit member shall make a reasonable attempt to contact individual students at least four (4) times per semester or term. Documentation of such attempts shall be made available to the immediate administrative supervisor upon request.

9. Grants

A unit member's compensation for grants shall be determined by the College. Participation in grant programs by unit members will be on a voluntary basis.

10. Distance Learning

a. Distance Learning is the point-to-point two way audio and/or two-way video communication of instruction from one or more locations to

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another location(s). It includes interactive television courses, internet courses, radio courses, and other multimedia delivery systems.

b. The College shall provide appropriate and timely (as determined by the College) training to faculty members desiring to participate in such training. Appropriate training costs (as determined by the College) shall be paid by the College.

c. Participation in distance learning program courses shall be strictly voluntary on the part of faculty members. The Vice President of Academic Programs must approve all distance learning assignments in advance.

d. The decision by a faculty member to forego participating in distance learning programs will not be used in any evaluative manner.

e. Faculty members may teach distance learning courses to achieve base loan or overload.

f. Distance learning programs shall not cause the replacement, displacement or reduction of any unit member's base workload. There will be no reduction of faculty based solely upon the participation of the College in distance learning.

g. A committee consisting of one unit member selected by the Association President and approved by the President of the College, the Executive Director of Human Resources, and an Executive/Administrative Staff member selected by the President of the College shall maintain a list of all distance learning course sections. Such list shall include the title/designation of the course section,

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semester/term of the course section, enrollment in the course section, the name of the instructor, the amount of compensation, the payment methodology, and such other information deemed relevant by the committee. The preparation and maintenance of such list shall commence with the Summer 1998 terms. The College shall seek to develop consistency of payment methodology in all distance learning courses by analyzing such factors as enrollment and curriculum development activities.

11. Other Assignments.

Other assignments, if applicable, are defined and covered in Article Twenty-Seven, Non-Teaching Duties.

D. Supplemental Compensation Form

1. Each faculty member who receives overload or other compensation in excess of base salary during any semester will be issued a supplemental compensation form by the College

2. Such form will indicate a description of each load component, the amount of each such type of additional compensation, and the total amount of all additional compensation.

3. Forms will be issued to faculty members sufficiently in advance of the preparation of the first overload paycheck so as to enable the faculty member to review the form, discuss any concerns with her/his immediate administrative supervisor, and have any corrections made so that the first paycheck is accurate.

E. Work Assignments

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1. The College shall assign base load in accordance with student and institutional needs and with the objective to provide a base load for each unit member.

2. After considering scheduling constraints and enrollment patterns, the immediate administrative supervisor shall discuss teaching assignments with the respective unit member.

3. Work assignments not required for base load shall be determined by the Vice President of Academic Programs or her/his designee.

#### F. Overload

1. Overload may be earned by accumulation of contacts in excess of base load for any semester or term a unit member is contracted to work.

2. The overload maximum shall be the greater of two (2) course sections or six (6) contacts per semester and the greater of one (1) course section or three (3) contacts per term. If the two (2) course section per semester maximum is applicable, the total number of contacts shall not exceed seven (7) contacts. If the one (1) course section per term maximum is applicable, the total number of contacts shall not exceed four (4) contacts.

3. The overload rate for unit members shall be \$675 per contact for course sections commencing on or after July 1, 2003 through June 30, 2008.

4. Payment of one-half (1/2) of the earned overload amount shall be made on the first regular pay date after mid-semester or mid-term date and the balance shall be paid on the first regular pay date following submission of final grades.

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5. No unit member shall be permitted a second overload course section in her/his subject field until all qualified full-time faculty members in her/his subject field desiring overload teaching have been offered at least one (1) course section.

6. Overload assignments will be offered to unit members in any given subject field in accordance with the following sequence:

First: To the faculty member who has taught the greatest number of sections of the course as part of base load during the five years preceding the semester or term at hand.

Second: To the faculty member who has taught the greatest number of sections of the course on an overload basis during the five years preceding the semester or term at hand.

Third: In the event two or more faculty members are equal by the first and second measures, the contenders will draw lots to determine which one receives the assignment.

7. Overload application and assignment procedures are as follows:

- Each faculty member desiring an overload assignment for any given semester must notify her/his immediate administrative supervisor of same by a date stipulated in the List of Key Dates (Reference Article Nineteen, Instructional Work Week, C. List of Key Dates) by completing, signing, dating, and submitting to her/his immediate administrative supervisor Part One of the "Overload Application/Tentative Assignment" form;

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- Overload assignments will be offered to faculty members by way of Part Two of this form which will be presented to each faculty member who submitted Part One to her/his immediate administrative supervisor;

- A faculty member has ten (10) working days to accept or reject the assignment by completing, signing, dating, and submitting to her/his immediate administrative supervisor Part Three of this form;

- A rejection of an assignment by a faculty member shall preclude any further obligation on the part of the College to offer another overload assignment to the faculty member for that semester;

- If a faculty member fails to return the form by the due date specified on the form at any stage of this process, the individual will be considered to have rejected the assignment and the College will have no further obligation to offer another overload assignment to the faculty member for that semester;

- Once an overload assignment has been accepted by a faculty member, such assignment shall be considered final subject to the following conditions:

- (1) If a course section in an approved overload assignment is canceled due to insufficient enrollment, the faculty member will be assigned another overload course section if one is available;

- (2) If that course section is canceled, the College will have no further obligation to offer another overload assignment to the faculty member for that semester;

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- If a faculty member declines an overload assignment and requests a different overload assignment which subsequently is approved by the College and that course section is canceled, the College will have no further obligation to offer another overload assignment to the faculty member for that semester.

G. Deferral of Contacts

1. Faculty members may request that a maximum of four (4) contacts of base workload be deferred from one semester to another while maintaining a total base workload of thirty (30) contacts for any given academic year or calendar year.

2. The decision to approve or disapprove such requests rests solely with the College.

H. Grievability

The provisions of this article shall not be grievable.

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ARTICLE TWENTY-THREE

SUPPLEMENTAL SEMESTER AND TERM ASSIGNMENTS

A. Definition

A supplemental semester or term is any semester or term that is not a part of the unit member's base employment contract period.

B. Assignment of Courses

1. A unit member must inform her/his immediate administrator/supervisor by October 15 of her/his interest in teaching a supplemental term or semester. The College will reserve three (3) contacts of supplemental term or semester work for each faculty member who indicated an interest in working same.

2. The availability of assignments for supplemental terms and semesters will be communicated to faculty members when the term or semester schedule is finalized. However, specific and final assignments will be based upon course enrollment.

3. During the initial supplemental term or semester of any given year taught by a unit member, the first two course sections shall be paid at the overload rate. Any additional course sections taught will be paid at the Senior Adjunct Faculty rate. During any second and subsequent supplemental terms or semesters taught by a faculty member that year, any and all course sections taught will be paid at the Senior Adjunct Faculty rate.

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**ARTICLE TWENTY-FOUR**  
**COUNSELOR WORKLOAD**

A. Duties

Counselor workload will consist of counseling and other professional duties assigned by the College.

1. Counseling includes but is not necessarily limited to individual counseling and advising sessions (both scheduled and non-scheduled), group counseling and advising sessions, and drop/add period counseling and advising.

2. Professional duties and activities can include but are not necessarily limited to attendance at Faculty Senate, Counseling Department Staff, and academic division liaison meetings; and work on special projects on matters considered relevant and necessary by the College.

3. The College may also assign course teaching duties. If a teaching assignment is made by the College, a maximum of 1.5 hours of combined preparation/evaluation time per credit hour may be utilized, if necessary, by a Counselor with the understanding that any such time will be spent on campus in accordance with provisions of paragraph B.4. of this Article.

B. Standard Work Schedule

1. The standard work week for counselors will be thirty-seven and one-half (37.5) hours per week.

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2. All duties including any preparation/evaluation time for counselors who are assigned teaching duties will be conducted on campus unless otherwise directed or agreed to by the College.

C. Work Year

1. Twelve (12) month counselors will be issued twelve (12) month contracts.

2. Eight (8) month counselors will work either:

- The Fall Semester (15 weeks) and the Spring Semester (15 weeks) plus additional five (5) days of pre-registration and/or registration duties per year the week prior to the first day of classes

or

- The fall (15 weeks) or Spring (15 weeks) Semester and 15 weeks during the summer plus additional five (5) days of pre-registration and/or registration duties per year the week prior to the first day of classes.

D. Overtime

1. Any counselor who works in excess of 37.5 hours per week shall be compensated at the counselor's straight (1.0 x) time hourly rate for hours from 37.5 through 40 and at one and one-half (1.5 x) the counselor's hourly rate for hours in excess of 40.

2. With mutual agreement of the counselor and her/his immediate administrative supervisor, the counselor may take compensatory time off in lieu of receiving overtime payment.

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E. Grievability

The provisions of this Article will be non-grievable.

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ARTICLE TWENTY-FIVE

LIBRARIAN WORKLOAD

Twelve (12) month Librarians

A. Twelve (12) month librarians will work thirty-seven and one-half (37.5) hours per week.

B. A twelve (12) month librarian's weekly work load will consist of professional duties assigned by the immediate administrative supervisor.

C. Overtime

1. Any 12 month librarian who works in excess of 37.5 hours per week shall be compensated at the 12 month librarian's straight (1.0 x) time hourly rate for hours from 37.5 through 40 and at one and one-half (1.5 x) the 12 month librarian's hourly rate for hours in excess of 40.

2. With the mutual agreement of the 12 month librarian and her/his immediate administrative supervisor, the 12 month librarian may take compensatory time off in lieu of receiving overtime payment.

D. Payment for Teaching

1. Teaching as part of base workload

Teaching hours will be counted first in accumulating the 37.5 hour per week base workload.

2. Teaching not as part of base workload

If the 12 month librarian works 37.5 hours per week performing professional duties (other than teaching) as indicated in Section B and in addition teaches one or more

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course sections, teaching contact hours will be assigned and compensation for such teaching duties shall be on an overload basis. Compensation for such duties shall be in accordance with the provisions of Article Twenty-Two, Instructional Work Load and Article Twenty-Three, Assignment of Overload Courses.

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**ARTICLE TWENTY-SIX**

**NON-TEACHING DUTIES**

A. Non-Teaching Duty Assignment

Unit members may accept non-teaching duty assignments in order to make base workload or for overload compensation. Non-teaching duties may include, but not be limited to the following: coaching, subject coordination, program coordination, course leader and/or student club advisor.

B. No obligation to Assign Duties

The College is under no obligation to assign any of the non-teaching duty assignments.

C. Coaching

1. Unit members may accept coaching assignments in order to make base workload or for overload compensation. The College is under no obligation to assign any of the coaching duty assignments.

2. Coaching remuneration shall be at the College coaching rate.

3. The payment of all coaching salaries will be in accordance with normal College procedures and on regularly scheduled pay date.

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4. Formula for converting coaching salary to contacts if contacts are to be part of base load:

$$\frac{\text{Coaching Salary Per Semester}}{\text{Unit Member's Base Salary Per Semester}} = \% \text{ of Base Workload Multiplied by } 15 \text{ Contacts} = \text{Number of Contacts}$$

D. Change in Number of Contacts of Salary Ranges.

It is the intent of this contract that the number of contacts and/or salary ranges assigned to any non-teaching and/or coaching duty shall remain intact. If a need to change duties is required, the College can change the number of contacts or salary range assigned to each non-teaching and/or coaching duty.

Any such changes will not be made effective during the course of any semester/term during which a unit member is already performing such duties but rather the change would be effective at the beginning of the next semester/term that the duty is assigned. A minimum of thirty (30) calendar days notice prior to the start of the new semester/term of a final decision of any change must be provided in writing to the unit member.

E. Grievability

The provisions of this Article shall not be grievable.

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ARTICLE TWENTY-SEVEN

SALARY INCREASES AND SALARY RANGE MAXIMUMS

A. Increases in Base Annual Salary Rate

1. Effective the first day of each bargaining unit member's base employment contract for the 2003-2004 academic year, each unit member shall receive a salary increase of four and one-half percent (4.5%) of her/his 2002-2003 base salary rate.

2. Effective the first day of the bargaining unit's member's base employment contract for the 2004-2005 academic year, the bargaining unit shall receive a negotiated salary increase of four and four tenths percent (4.4%), from which each unit member shall receive a base salary increase of approximately three and eight thousand, seven hundred and sixty-five ten thousandths percent (3.8765%) of his/her 2003-2004 salary rate, plus \$300.00 to the base salary rate.

3. Effective the first day of each bargaining unit member's base employment contract for the 2005-2006 academic year, each unit member shall receive a base salary increase of four and three tenths percent (4.3%) of her/his 2004-2005 base salary rate.

4. Effective the first day of each bargaining unit member's base employment contract for the 2006-2007 academic year, each unit member shall receive a base salary increase of four and two tenths percent (4.2%) of her/his 2005-2006 base salary rate.

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5. Effective the first day of each bargaining unit member's base employment contract for the 2007-2008 academic year, each unit member shall receive a base salary increase of four and one tenth percent (4.1%) of her/his 2006-2007 base salary rate.

B. In order to be eligible to receive the increase(s), an employee must be on the active payroll of the College, receiving payment from the College as of the mid-point of the preceding year as follows:

<u>Increase Year</u>	<u>Must Be On Active Payroll as of Mid-Point of Year Indicated Below</u>
2003-2004	2002-2003
2004-2005	2003-2004
2005-2006	2004-2005
2006-2007	2005-2006
2007-2008	2006-2007

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C. Salary Range Maximums

Eight (8) Month Maximums

	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
2003-2004	\$68,891	\$78,847	\$90,795	\$102,740
2004-2005	71,922	82,317	94,790	107,261
2005-2006	75,104	85,856	98,866	111,873
2006-2007	78,165	89,462	103,018	116,572
2007-2008	81,370	93,130	107,242	121,351

Twelve (12) Maximums

	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
2003-2004	\$75,724	\$87,837	\$93,436	\$102,741
2004-2005	79,056	91,702	97,547	107,262
2005-2006	82,455	95,646	101,741	111,874
2006-2007	85,918	99,663	106,014	116,573
2007-2008	89,441	103,749	110,361	121,352

Note: Starting salaries for Lecturers and Clinicians shall be set by the College.

However, upon the appointment of a Lecturer to the title of Instructor, he/she will receive \$750 added to base salary (which is subject to normal payroll deductions) as an acknowledgement of reception of the academic rank of Instructor.

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D. All salary increases shall be upon the recommendation of the President based on satisfactory evaluation as indicated in Article seventeen, Evaluation Procedures.

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**ARTICLE TWENTY-EIGHT**  
**TUITION REIMBURSEMENT**

A. Introduction

The College and the Association recognize the importance and value of faculty pursuing advanced degrees and studies. In consideration of tuition expenses incurred by unit members, the following reimbursement schedule will be followed:

A maximum of \$21,000 for the unit will be set aside for each fiscal year covered by this Agreement.

The limit for tuition refunds is \$3,000 per fiscal year for any one individual. However, the College may distribute any unexpended funds if the total of \$21,000 has not been reached. Those funds will be used to reimburse unit members on a proportionate basis to the limits of the tuition reimbursement maximum.

Both parties to this Agreement recognize the limits and parameters of these tuition reimbursement benefits. They recognize that the College reserves the right to modify them in situations deemed appropriate but no less than the amounts stated in the previous paragraphs.

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B. Courses must be:

1. Part of an accredited graduate or terminal degree program relevant (as determined by the College) to the unit members current teaching (or as appropriate counseling or librarian) assignment.

- or -

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

- or -

3. Part of a Retraining Program approved in accordance with the provisions of Article Nine, Faculty Retraining for Faculty Positions.

C. Workshops approved by the administration shall also be eligible for reimbursement under the terms of this Agreement.

D. A conference will be scheduled by the unit member with her/his immediate administrative supervisor prior to enrollment in any course. At that conference, the unit member will present in writing, the course choices she/he wishes to select. The immediate administrative supervisor will approve, disapprove or modify these course selections. Only courses which have the immediate administrative supervisor's prior written approval will be eligible to receive subsequent reimbursement.

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E. Undergraduate level courses, when required as prerequisites or are part of a graduate or terminal level program, shall also qualify under the same conditions as specified in Paragraph B above.

F. Once an approval is made at the immediate administrative supervisor level, copies of all documents must be filed immediately with the Office of the Vice President of Academic Programs. Concurrence by the Vice President of Academic Programs is required before eligibility of tuition reimbursement is established.

G. Refunds for tuition reimbursement will not exceed \$3,000 per fiscal year for any individual except as provided in Paragraph G. Upon successful completion (a passing grade), the unit member must apply for her/his refund by submitting proof of payment and a grade transcript.

H. Doctoral Program and Study Under A Master

1. Mentoring, dissertation advisement and related course fees required of personnel completing doctoral programs will be eligible for refunds under the same qualifications and restrictions as for course work described herein. In addition, other items which are peculiar to doctoral work may be reimbursed under certain conditions.

These would include but not be limited to:

- a. Travel to remote sites for the purpose of research
- b. Dissertation typing and binding
- c. Computer use.

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The other items listed above and similar items must be documented as to their relevancy by a letter from the dissertation committee chairperson or department chairperson of the degree-granting institution and accompanied by appropriate receipts.

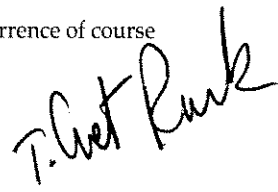
2. Unit members in the fields of music and art may find it necessary to engage in advanced study with recognized masters who may not be employed by a university. In order to validate the credentials of such unit members, it will be necessary to submit their credentials and resumes prior to receiving approval to engage in study. The College reserves the right to make the final decision in approving such programs of study.

3. Reimbursement will not exceed \$3,000 per fiscal year for activities described in Paragraphs 1 and 2 above, and will not exceed a total of \$15,000 during the five years of the Agreement.-

I. Application and Disbursement Procedures for Tuition Reimbursement

1. The unit member shall complete and submit to her/his immediate administrative supervisor a "Request for Approval of Tuition Reimbursement Eligibility Form (Appendix C) which can be obtained from individual departmental offices.

2. Any forms approved by the unit member's immediate administrative supervisor will be submitted for approval to the Vice President of Academic Programs through any intermediate supervisors. Concurrence of course



selection by the Vice President of Academic Programs is necessary. The unit member will be notified in writing by way of a signed copy of the approval form referenced hereinbefore of the final decision of the College to approve or disapprove the unit member's request for potential tuition reimbursement. This form will not serve to encumber any refunds but rather indicates only that the College does or does not consider the requested course(s) as eligible for reimbursement in accordance with the provisions of this article as stated hereinafter.

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

a. General Information

- (1) Request forms may be submitted at anytime.
- (2) All requests submitted will be considered.

4. Application for Tuition Reimbursement

a. General

- (1) Application materials for tuition reimbursement shall

consist of the following documents:

- Copy of approved "Request for Approval of Tuition Reimbursement Eligibility Form"
- Official copy of transcript indicating a passing grade(s) for the course(s)
- Proof of payment by the employee for the course(s); such proof must be acceptable to the College.

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(2) The application materials must be submitted by the unit member to her/his immediate administrative supervisor. Assuming that the materials are complete and valid, the supervisor will forward them to the Personnel Department for final processing.

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

(4) Application materials received by the Personnel Department after the due dates specified hereinafter will be returned to the faculty member with a memorandum indicating that they were received too late and will not be considered for reimbursement by the College at any time.

(5) Incomplete ("I") Grades

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

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copies of transcripts initially showing grade of "I"  
and subsequently a passing grade.

b. Schedule for Submission and Consideration of Application

Materials for Tuition Reimbursement

- (1) For courses taken and completed during the period of July 1<sup>st</sup> through January 31<sup>st</sup>: All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in February.
- (2) For courses taken and completed during the period of February 1<sup>st</sup> through June 30<sup>th</sup>: All application materials must be submitted through the immediate administrative supervisor to the Personnel Department no later than the final College working day in August.

J. A semi-annual report on the status of this fund will be sent to the Association President within four (4) weeks of the final working day in February and within four (4) weeks of the final working day in August.

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**ARTICLE TWENTY-NINE**  
**TUITION AND SPECIFIED FEE WAIVER FOR**  
**ATTENDANCE AT BURLINGTON COUNTY COLLEGE**

A. Credit Courses

A unit member and her/his spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) will be permitted to take any credit course offered at Burlington County College without tuition or general or laboratory fee charges.

B. Non-Credit Courses

A unit member and her/his spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) will be permitted to take any non-credit course offered through the Office of Community Services without tuition charges, unless such course entails a cost to the College, but in no event shall the tuition for a unit member or her/his spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) exceed the cost to the College. A unit member and her/his spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) will be required to pay for materials used in non-credit courses.

C. The unit member shall, upon request of the College Administration, furnish the College Administration with suitable documentation to demonstrate a claim of dependency.

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ARTICLE THIRTY

HEALTH BENEFIT PLANS DENTAL INSURANCE  
AND RETIREMENT/LIFE INSURANCE PROGRAMS

A. Health Care Insurance

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

2. Program Descriptions

a. Traditional State Health Benefit Program

(1) Program Components

- Basic Plan: Blue Cross/Prudential Insurance

Company

- Major Medical Insurance: Prudential Insurance

Company

(2) Cost

No cost to faculty members holding the academic rank of Professor, Associate Professor, Assistant Professor, and Instructor.

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

The College will pay for the health benefits coverage of all Lecturers and Clinicians for the employee only. The cost of any spouse and/or dependent coverage must be paid in its entirety by the Lecturer or Clinician.

b. Health Maintenance Organization and Supplemental Benefits Program

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

2) Cost

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

3. Coverage Periods

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a. Health Insurance as described above, shall be provided to all personnel on normal academic year contracts beginning September 1<sup>st</sup> of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed, the coverage will continue during the remaining months at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.

b. Personnel on twelve-month contracts, or contract periods other than the normal academic year shall be eligible for health insurance coverage in accordance with the regulations of the New Jersey Division of Pensions.

B. Dental Insurance

1. Under the conditions and regulations stipulated by the Dental Plan, employees are eligible for enrollment in a dental insurance program.

2. Cost

The College will provide unit members with a Dental Plan including family coverage with a maximum annual premium payout of \$200.40 per unit member.

3. Coverage Periods

a. Dental insurance coverage as described above, shall be provided to all personnel on normal academic year contracts beginning September 1<sup>st</sup> of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract

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requirements are completed, the coverage will continue during the remaining months at no cost to the employee.

b. Personnel on the twelve-month contracts or contract periods other than one normal academic year shall be eligible for dental insurance coverage in accordance with the same regulations governing the coverage of such individuals in the Health Care Insurance programs described hereinbefore.

C. Retirement/Life Insurance Programs

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

2. Program Descriptions

a. Alternate Benefit Program (ABP)

1) Program Components

a) Teachers Insurance and Annuity Association-College Retirement Equities Fund (TIAA/CREF) for retirement. Tax-deferred annuities available.

b) Prudential Insurance Company of America for Life Insurance and Disability Insurance. Life Insurance benefit is 3.5 times base annual salary rate.

2) Cost

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a) TIAA/CREF Retirement Program

5% mandatory payroll deductions which can, at employee's option, be converted into a salary reduction tax-deferred annuity.

b) Prudential Life/Disability Insurance

No cost to employee

b. Public Employees Retirement System (PERS)

1) Program Components

a) State of New Jersey Plan for Retirement. Tax

Deferred annuities available.

b) Prudential Insurance Company of America for

life insurance. Life Insurance benefits are as follows:

1.5 times base annual salary is mandatory and an additional

1.5 times base annual salary is available as an option for a

possible total of 3 times base annual salary.

2) Cost

a) Retirement Program

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

The exact % is determined by the participant's age at time of enrollment in the program

b) Prudential Life Insurance

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

(2) Optional Insurance: payroll deduction, which is a % of base annual salary.

D. Washington National Disability Insurance Plan

1. Under the conditions and regulations stipulated by the Washington National Insurance Company, employees are eligible for enrollment in the NJEA Optional Sick Leave Coordinated School Day Benefit Plan designated by Washington National as Plan 2.

2. Cost

College pays the entire cost of the premium for employees who are eligible and enroll

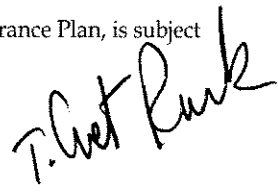
**E. Please Note:**

1. The contents of this Article are provided for informational purposes only.

2. The parties understand that, by state law, retirement programs and their various components are not negotiable.

3. The parties understand that the information provided herein is subject to change by the State of New Jersey and if any of the information is in error, the Division of Pensions Regulations shall prevail.

4. The parties understand that the information provided in Paragraph B, Dental Insurance, and Paragraph D, Washington Disability Insurance Plan, is subject



to change by the insurance carriers and if any of the information is in error, the insurance carrier's regulations shall prevail.

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ARTICLE THIRTY-ONE

LEAVES

A. Sick Leave

1. Each unit member shall be entitled to ten (10) days sick leave in each academic year for the period of July 1<sup>st</sup> of one calendar year through June 30<sup>th</sup> of the following calendar year. All unit members shall enjoy sick leave benefits in accordance with applicable statutes (18A:30-2, 30-3, 30-6, and 30-7).

2. In the case of an extended illness, where the unit member exhausts her/his individual sick days, then the following procedure should go into effect.

At the Board meeting prior to the time when the individual's sick leave will expire, a unit member may request additional days from the Board. An examination of each case will be made by the board. Recommendations will be sought from appropriate staff.

After careful examination of the request, the Board will exercise prudent judgment and good faith in voting approval of the additional days.

B. Personal Leave

Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Leave requests shall be made by the unit member on the personal leave form and in accordance with the personal leave procedure.

C. Bereavement Leave

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1. A unit member shall be entitled to five (5) days leave with pay upon the death of a member of her/his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, parent or grandparent of spouse.

2. Bereavement leave for other relatives is limited to three (3) days with pay.

3. Upon request, additional days may be granted by the President without loss of pay.

#### D. Jury Duty or Legal Leave

1. Unit members, who are summoned and report for Jury Duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

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

#### E. Military Leave

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

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

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

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#### F. General Provisions

1. All leaves, with or without pay, are subject to approval of the Board.
2. Such leave when granted will be for a specific period of time.
3. All applications for leave must be submitted in writing to the immediate administrative supervisor with copies to the Vice President of Academic Programs, the President, and the Director of Personnel sufficiently in advance of the desired effective date to provide for approval processing. Exceptions to the provisions may be made in case of illness, family death, or national, state or local emergencies. Application must fully explain purpose and duration of leave and include appropriate substantiation.
4. Employee must present certification of medical fitness before returning from leaves which involved travel outside of the Continental United States.
5. Requests for long-term leave for education, experimental or enrichment purposes must clearly demonstrate common benefit to the College and the individual.
6. A unit member granted a short term leave, a long term leave, or exchange teaching leave must submit a letter to the College indicating whether she/he will return to the College at the conclusion of the leave of absence. Such letter must be received by the College no later than five (5) working days after the mid-point of the leave of absence or exchange teaching leave. The due date for such letter will be specified in the written notification provided to the faculty member indicating that

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her/his leave has been approved. If the College does not receive the letter in timely manner, the unit member shall be considered to have resigned without notice.

7. A unit member who is on leave of absence without pay for the duration of her/his normal base contract period shall be entitled to have any courses reserved for a supplemental term or semester.

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

1. Applications for leaves without pay of less than one year's duration may be submitted to personnel as designated in accordance with the general provisions of Section F of this Article after completion of not less than six months of service to the College.

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

H. Leave of Absence Without Pay

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

2. Application for such leave shall be made in writing and addressed to personnel as designated by the President or her/his designee, with copies to the President and vice President of Academic Programs no later than March 15<sup>th</sup> preceding

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the beginning of the contract period for which the leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.

3. The application for a leave of absence will be considered on its individual merit as well as its potential effect on the College and the determination of whether or not the request shall be granted rests solely on the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days

4. Upon return from such leave of absence, the unit member shall continue in the same academic rank held at the time the leave commenced and shall receive the base annual salary rate she/he received her/his last actually working day prior to the commencement of the leave plus any increase for which she/he is otherwise eligible as stipulated below:

Academic Year of One Year Leave of Absence	Academic Year in Which Faculty Member Returns from One Year Leave of Absence	Faculty Member is Eligible for Any Increase in Base Annual Salary Rate Which May be Effective in the Academic Year Indicated Below
2003-2004	2004-2005	2003-2004
2004-2005	2005-2006	2004-2005
2005-2006	2006-2007	2005-2006
2006-2007	2007-2008	2006-2007
2007-2008	2008-2009	2007-2008

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a. If the leave is extended, the unit member will not be eligible for any additional increase except as may be granted in accordance with paragraph b hereinafter.

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

#### I. Exchange Teaching Leave

1. A paid leave of absence for one (1) academic year may be granted to a unit member upon approval of the Board for the purpose of participating in an exchange teaching program in other states, territories or countries or a cultural program related to her/his academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the instructor shall be placed in the same salary which he would have attained had the leave not been taken.

2. All other provisions of the long-term leave of absence procedures contained in Section H, of this Article shall apply equally and universally to an exchange teaching leave.

#### J. Extension of Leave

Upon application, the Board may authorize an extension to a unit member's existing leave. Application for this extension should be made in writing to the Board

*T. Cret Rank*

with copies to personnel as designated by the President or her/his designee and the Vice President of Academic Programs sixty (60) days prior to the termination of the existing leave.

#### K. Vacation Leave – 12 Month Faculty

##### 1. General Information

a. Scheduling of vacation leave shall be determined by mutual agreement of the unit member and her/his supervisor.

b. Vacation leave with pay cannot be taken before it is accrued.

c. A unit member accrues vacation leave time on her/his monthly anniversary date with the College (e.g. if a unit member begins employment on July 15<sup>th</sup>, she/he accrues 1.83 vacation days on August 15<sup>th</sup>).

##### 2. Accrual

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

3. While on leave for injury in line-of-duty, a unit member may accrue vacation.

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

*T. Christ Rank*

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

#### L. Holidays

##### 1. 12 Month Unit Members

- a. A maximum of fourteen (14) holidays may be granted as days off with full pay at the discretion of the President.
- b. In the event any unit member is required to work on a holiday or on the day it is observed, a compensatory day off will be designated.
- c. If one of the recognized holidays occurs during the unit member's vacation period, she/he shall receive an added day of vacation, except if such holiday falls on a Saturday or Sunday, and the observance of this holiday is not transferred to the following Monday.

##### 2. Eight (8) Month and Ten (10) Month unit Members

Each unit member shall be granted only those holidays that occur during the term of her/his contract.

#### M. Maternity Leave

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

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ARTICLE THIRTY-TWO

SABBATICAL LEAVE

A. Definition and Award

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

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

3. The Sabbatical Leave Committee will review and evaluate all applicants and forward its recommendations in rank order to the President. A candidate for sabbatical leave shall have served seven (7) consecutive years at Burlington County College as a member of the bargaining unit covered by this Agreement. All decisions relating to sabbatical leaves are subject to the availability of funds and provisions contained in this Agreement. During each academic year (academic year is defined as Fall Semester and Spring Semester) covered by this Collective Agreement, no more than seven (7) leaves will be granted by the College from those recommended by the Committee. No more than two unit members from any Division larger than ten unit members, and no more than one unit member in any smaller division, may be on

*T. Christ Rank*

sabbatical leave at any one time. However, in the event that, after sabbatical leaves have been distributed among the Divisions as indicated above, and fewer than seven (7) sabbatical leaves have been approved, more than the indicated number of unit members from one Division may be permitted at the discretion of the College to be on sabbatical leave at any one time.

B. Conditions

1. **Please Note:** A unit member can apply for and take sabbatical leaves only during semester(s) and/or term(s) which are part of her/his base employment contract period.

<u>Length of Sabbatical</u>	<u>Compensation</u>
One (1) Semester	Full Salary Rate
Two (2) Semesters	0.51 Salary Rate
Two (2) Terms	Full Salary Rate
One (1) Semester and (1) Term	0.67 Salary Rate
Ten month faculty Two (2) Semesters and one (1) Term	0.51 Salary Rate

2. Acceptance of a sabbatical leave obligates the recipient to return to service at the College for at least one academic year immediately following the sabbatical. Failure to return for one year of service obligates the recipient to refund to the College all salary paid under terms of Sabbatical.

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3. Accrual of service credits shall continue in effect during the period of absence. Continuation of benefits shall be in accordance with applicable Division of Pension regulations. Upon return from leave, the unit member will be placed, wherever practical, in the same or a similar situation which she/he held at the commencement of the leave period. Salary and benefits will be at the rate determined and placed in the Sabbatical Leave Agreement (Reference D).

4. The recipient may accept a grant, stipend, fellowship or similar monies usually associated with graduate or post-graduate studies. The receipt of such money will be reported by the unit member as part of the final sabbatical leave report. Employment during the sabbatical leave period for the sole purpose of increased income is incompatible with the purpose of the program and not permitted under the terms of this leave agreement.

#### C. Selection

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

The Committee shall consist of:

- The Vice President of Academic Programs
- Two administrative personnel as designated by the President
- Three Unit Members appointed by the Association
- One Unit Member appointed by the President

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

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D. Application

1. Written application for sabbatical leave shall be submitted to the immediate Administrative Supervisor by November 1 of the year preceding the academic year in which the leave is to occur. Copies of the cover sheet shall be submitted to the President, Vice President of Academic Programs, and Executive Director of Human Resources (see Appendix C).

2. Formal application will include the completed Sabbatical Leave Agreement and a letter of transmittal.

E. Eligibility for Second a Sabbatical Leave

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

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## ARTICLE THIRTY-THREE

### PERSONNEL FILES

A. The College shall maintain a confidential, official personnel file for each unit member. This file will be located in the Personnel Department. All materials, placed in the official personnel file, shall designate the source or the origin of the information contained therein. Materials originating outside of the Personnel Department, which are to be placed in the Unit Member's personnel file, will be date stamped upon receipt by the Personnel Department.

B. The following information contained in a personnel file will not be available to the unit member; 1. references or other confidential information obtained from outside sources; 2. placement records, which contain references; 3. transcripts restricted by the sending institution. Except as restricted above, the unit member shall have the right to make copies of any material contained in her/his personnel file.

C. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a unit member (except those restricted by the provisions of the preceding paragraph) must be placed in her/his personnel file and a copy of such documents shall be simultaneously furnished to the unit member, with receipt acknowledged by signature and date, who shall have the right to respond to such document and to have such response become part of her/his personnel file. The unit member may file a response if desired. Any such response must be filed within ten (10) days of receipt of the document and shall be appended to the original document.

*T. Crest Rank*

D. A unit member shall have the right to request the removal of any document from her/his personnel file by submitting a written request to the Executive Director of Human Resources. The request shall be considered by the Executive Director of Human Resources who may consult with such individuals as she/he may deem appropriate. The decision of the Executive Director of Human Resources shall be final and binding and shall not be subject to the provisions of the Grievance Procedure.

E. A Unit member shall have access to her/his official personnel file during regular office hours. Written notice of five (5) working days to the Executive Director of Human Resources is required. The unit member at her/his discretion may be accompanied by a collective bargaining unit representative or any attorney of her/his choosing. Under no circumstances shall the official personnel file be removed from the Personnel Department by or on behalf of the unit member and access to the file shall only be in the presence of the Executive Director of Human Resources or her/his designee.

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**ARTICLE THIRTY-FOUR**  
**GRIEVANCE PROCEDURE**

A. Purpose

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

B. Definition

1. College/Board: Burlington County College Board of Trustees and its authorized representatives.
2. Unit Member: Any individual in the bargaining unit recognized in Article 1.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more of the negotiated terms of this Agreement. A complaint may, but need not, constitute a grievance. A complaint shall be processed through the Grievance Procedure to Step 1.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Administrative Supervisor: The person to whom an aggrieved employee (a grievant) is directly responsible under the table of organization prevailing at the College.
6. Association: The Burlington County College Faculty Association.

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7. Working Day(s): Any day, Monday through Friday, that the College is in session during the Fall and Spring semesters or Summer I and Summer II Terms. Excluded are official College holidays, vacation days and weekends.

8. Grievant: Person filing a complaint or grievance.

C. Exclusions

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.

2. Insurances in which an employee granted tenure has had charges brought against her/him pursuant to the Tenure Employees Hearing Act (NJSA 18A: 6-10 et. seq.)

3. Decisions of the President in exercising her/his discretion concerning a request for any leave.

4. The provisions of Article Twenty-Four, Counselor Workload.

5. Any matter herein expressly made non-grievable.

D. Procedures - Informal Step I

1. A complaint shall be presented informally within ten (10) working days of the alleged violation of the contract or within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.

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2. The complaint shall be filed by the unit member with her/his immediate administrative supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate administrative supervisor shall convene an informal hearing within five (5) working days.
4. People present at the hearing shall be the following:
  - a. Person filing the complaint (grievant)
  - b. Association Representatives (President and/or her/his designee)
  - c. Immediate Administrative Supervisor
  - d. College Representative (Executive Director of Personnel Affairs).
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate administrative supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
7. If the person filing the complaint is dissatisfied with the decision of the immediate administrative supervisor, she/he has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the Vice President of Academic Programs. This appeal shall be in writing.

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E. Procedures - Formal Step II

1. Upon receipt of the grievance appeal, the Vice President of Academic Programs shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
  - a. Person filing the grievance (grievant)
  - b. Association Representatives
  - c. Immediate Administrative Supervisor
  - d. Board Representatives
3. After the close of the hearing, the Vice President of Academic Programs shall render a decision within five (5) working days.
4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the Board of Trustees.

F. Personnel Committee of The Board of Trustees - Step III

1. The appeal will be heard at the next regularly scheduled Personnel Committee Meeting provided the Committee has at least five (5) working days to study the material. This means that the material must be mailed sufficiently in advance so as to reach Committee members at least five (5) working days prior to the meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Committee Meeting following the first hearing postponement. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.

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

3. Within ten (10) working days of the close of the hearing, the Board Personnel Committee will render a decision.

4. Upon receipt of the decision from the Personnel Committee, the grievant has ten (10) working days to file an appeal to the next step.

G. Advisory Arbitration - Step IV

1. The grievant may request submission of the grievance to an impartial arbitrator selected pursuant to the rules and procedures of the Public Employees Relations Commission of the State of New Jersey or the American Arbitration Association. The arbitrator so selected shall be afforded access to all documents used in prior internal steps of the Grievance Procedure. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of the Agreement and shall address her/his judgment solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs of the arbitrator shall be borne equally by the Association and the Board.

H. General Provisions

1. The number of days indicated at each step of this grievance procedure shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered as

*T. Crest Runk*

abandonment of the grievance. By mutual agreement, the parties may waive time limits at any step. Any such waiver shall be reduced to writing.

2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.

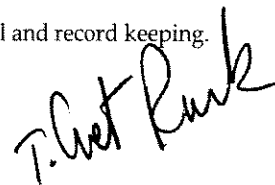
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the faculty as a whole, the grievance may be processed as a grievance of the Association.

4. Parties named in the grievance or faculty or administrators believed to possess information pertinent to the grievance may be invited, but not required, to present such information to any meetings provided in the steps of this Procedure.

5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information before any meeting concerned with the processing of a grievance.

6. No reprisals shall be taken against any faculty member for initiating or participating in any grievance.

7. At each step of the Grievance Procedure, once a grievance such been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Executive Director of Human Resources and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.





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

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

BOARD OF TRUSTEES  
BURLINGTON COUNTY COLLEGE

BURLINGTON COUNTY COLLEGE  
FACULTY ASSOCIATION

\_\_\_\_\_  
Amy Webb  
Chairman of the Board

\_\_\_\_\_  
Armen Gnepp  
President

\_\_\_\_\_  
Thomas Chester  
Negotiator

\_\_\_\_\_  
Rose Kaniper  
Chief Negotiator

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

*T. Chester Rank*

GLOSSARY OF TERMS AS USED IN THIS COLLECTIVE AGREEMENT

<u>TERM</u>	<u>DEFINITION</u>
ASSOCIATION.....	The Burlington County College Education Association
BOARD.....	Burlington County College Board of Trustees and its authorized representatives
CLASS.....	A scheduled meeting of a course section under the tutelage of a unit member
CLINICAL.....	A patient care setting in which students administer direct care under the supervision and direction of an appropriately licensed an/or prepared faculty member
COLLEGE.....	Burlington County College Board of Trustees and its authorized representatives
COLLEGE CALENDAR.....	Agenda of scheduled activities which includes course registration, classes, and official College closings, established annually by the College.
COLLEGE PROPERTY.....	Any property owned, leased or managed by the College
COMPLAINT.....	See Article Thirty-Five Page No. 84

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FULL-TIME INSTRUCTIONAL

PERSONNEL ..... Unit member(s) covered by this Collective  
Bargaining Agreement

GRIEVANCE ..... See Article Thirty-Five Page No. 84

GRIEVANT ..... See Article Thirty-Five Page No. 84

IMMEDIATE ADMINISTRATIVE

SUPERVISOR ..... The administrator responsible for the  
evaluation, management and development of  
the unit member.

LABORATORY ..... Prescribed course activity devoted to work,  
study or practice requiring specialized  
equipment, location or other resources under  
the guidance or supervision of a unit member  
to conduct experiments

LARGE GROUP ..... See Article Twenty-Two Page No. 43

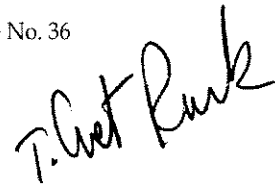
NON-TEACHING DUTIES ..... See Article Twenty-Seven Page No. 55

OVERLOAD ..... See Article Twenty-Two Page No. 44

SUPPLEMENTAL PAY ..... Any payment in excess of base annual salary  
See Article Twenty-Four Page No. 48

UNIT MEMBER ..... All employees covered by the terms of this  
Agreement

WORK DAY ..... See Article Nineteen Page No. 36



WORKING DAY(S) ..... Any day, Monday through Friday, that the  
College is in session during the Fall and Spring  
Semesters or Summer Terms. Excluded are  
official College holidays, vacation days and  
weekends.

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