

**SALEM COMMUNITY COLLEGE BOARD OF TRUSTEES**

**-and-**

**SALEM COMMUNITY COLLEGE FACULTY ASSOCIATION**

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***COLLECTIVE AGREEMENT***

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**\*July 1, 2009 to June 30, 2012\***

**THIS AGREEMENT** is entered into by and between the **BOARD OF TRUSTEES OF SALEM COMMUNITY COLLEGE**, hereinafter called "Board," and the **SALEM COMMUNITY COLLEGE FACULTY ASSOCIATION**, hereinafter called the "Association."

**SECTION I**

**GENERAL PROVISIONS APPLICABLE TO ALL UNIT MEMBERS**

**ARTICLE I**

**RECOGNITION OF THE ASSOCIATION**

The Board hereby recognizes the Salem Community College Faculty Association as the exclusive bargaining representative, as defined in C. 123, P.L. 1974, for the following listed full-time personnel employed at the College:

- A. Full-time faculty holding the ranks of instructional chair, lecturer, assistant instructor, instructor, assistant professor, associate professor and professor, including full-time faculty who hold part-time administrative appointments at the College.
- B. Full-time professional staff with the following titles:
  - Coordinator of Admissions & Testing
  - Coordinator for EOF/Advising & Career Services
  - Coordinator of Student Life & Athletics
  - Financial Aid Specialist
  - Tutoring Specialist & Assistant EOF Coordinator
- C. All other persons are excluded from the bargaining unit.
- D. The parties recognize that the College may create new positions and/or eliminate existing positions during the term of this agreement. In the event that the College creates a new position which is not identified in this article, the College will notify the Association that the new position has been created. The College and the Association agree to make a good faith effort to determine if the new position should be recognized pursuant to Article I as a part of the Association. If the parties agree that the Association is the exclusive bargaining representative for the new position, the College and the Association shall enter into good faith negotiations to establish the terms and conditions of employment for said position. If the parties agree that the position is not included within the recognition clause, the College shall have the right and authority to

unilaterally determine the terms and conditions of employment for said position. If the College and the Association are unable to agree as to the recognition of the position, either the College or the Association may file an appropriate petition with the Public Employment Relations Commission.

## ARTICLE II

### NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations during the first week of November 2011 over a successor agreement to be applicable to the 2012-2013 fiscal year or such additional years as the parties shall agree. Any agreement to be negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified agreement shall be formally adopted and signed by both parties.
- 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 all pertinent personnel records, data and information required by law to be made available to the public.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiation 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.
- 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 within the knowledge or contemplation of either party at the time this agreement was negotiated, signed and ratified.
- E. The Board agrees not to negotiate with any unit member individually or with any faculty organization other than the Association for the duration of the agreement.
- F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community 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.

- 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 unit member such rights as he/she may have under New Jersey school laws or other applicable laws and regulations.

### ARTICLE III

#### RIGHTS AND RESPONSIBILITIES OF THE BOARD

Subject to the provisions of this agreement and except as expressly provided otherwise by this agreement, the Board and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to supervise and manage the College and its faculty and professional staff, to determine and administer education policy, to operate the College and to direct the faculty and professional staff and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the President under governing laws and rules and regulations as set forth in the laws of the State of New Jersey and the United States.

### ARTICLE IV

#### RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The Association shall enjoy the following privileges in pursuance of its role as representative of unit members:

- A. **Conduct of Association Business.** 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.
- B. **Use of College Property.** With the prior approval of the President or 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 but will utilize requisition procedures), at such times and places that will not interfere with, delay or defer any activities or functions

of the College. The Association shall not be charged for use of said property but may be charged the College's cost for supplies consumed.

- C. Use of College Mail and Telephone Systems. The Association will be permitted the use of the College communications system, internal mail and internal telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and must bear the name or signature of an authorized Association representative.
- D. Use of Bulletin Boards. The Association will be permitted to post notices on the traditional faculty and professional staff bulletin boards. All material posted must relate to official business of the Association.
- E. Association Liability. The Association will be responsible for payment of all damages to or loss of equipment and facilities which are the fault of the Association.
- F. Receipt of Board Policy. The President of the Association shall receive in manual form all Board policy and shall receive copies of all new policies as they are adopted by the Board. The aforesaid policies so distributed shall include a policy of nondiscrimination.
- G. Receipt of College Calendar. No later than May 1 the President of the Association shall receive from the administration a complete "College Calendar" for the following year, and said calendar may be subject to changes by the Board due to exceptional circumstances.

## ARTICLE V

### RIGHTS AND BENEFITS OF UNIT MEMBERS

All unit members shall have the following rights, in addition to those rights contained elsewhere in this agreement or in the laws of the State of New Jersey:

- A. To receive mail addressed to the individual unit member unopened by anyone other than the addressee.
- B. To have deductions from their paychecks made by the business office of the College for the following reasons:
  - 1. NJEA salary insurance
  - 2. PERS
  - 3. PERS insurance
  - 4. TIAA-CREF
  - 5. The following eligible employee organizations:

- a. Salem Community College Faculty Association;
  - b. National Education Association and/or its higher education affiliate;
  - c. New Jersey Education Association and/or its higher education affiliate;
  - d. Association of New Jersey County College Faculties;
  - e. Salem County Teachers Credit Union;
  - f. Salem County Educational Association.
6. In accordance with Chapter 477, P.L. 1979, Amending and Supplementing the Employer - Employee Relations Act, the College agrees to withhold from unit members who do not belong to the Salem Community College Faculty Association an amount equal to 85 percent of the regular membership dues, initiation fees and assessments charged by the Association to its members. In the event that this law is amended, the amount of the representation fee shall be the maximum allowed by law.
- C. To have access to their personnel files, according to the following procedures:
1. The personnel file of any member of the unit shall be open to him/her for review upon request. Such request shall be submitted in writing to the Manager of Human Resources not less than five (5) business days before the desired inspection, and such examination shall take place within ten (10) business days of such request. When the unit member is reviewing this file, said Supervisor or his/her designee shall be present. Confidential references or transcripts shall not be made available to the unit member.
  2. A representative of the Association may, at the unit member's request, accompany said person while he/she reviews the file.
  3. 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 Paragraph C-1) must be placed in his/her personnel file and a copy of such documents shall be furnished to the unit member who will have the right to respond to such document and to have such response become part of his/her personnel file.
  4. No document may be removed from a personnel file without notification being furnished the unit member. Any document not needed in the file shall be sent to the unit member to whom the file pertains.

- D. Freedom From Restraint. With respect to a unit member's personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting any complaint or grievance. He/she shall have the right to present his/her own grievance or designate representatives of the Salem Community College Faculty Association or another person of his/her own choosing to appear with him/her or for him/her at any step in the grievance procedure.
- E. The College shall provide for the use of all faculty members a faculty room with clerical support and telephone with a separate outside line for the exclusive use of the faculty. The basic charge for the telephone will be paid by the College, the Faculty Association paying all toll charges. The clerical support to be supplied to the faculty shall consist of typing, phone messages, etc. for College work.
- F. Transitional Separation Leave.

#### Purpose

The purpose of a Transitional Separation Leave (TSL) is to afford eligible employees the opportunity to transition from full-time employment at Salem Community College to another occupation or interest. The TSL will also permit the College to meet student needs and ease budgetary constraints while maintaining maximum flexibility in staffing the college.

#### Eligibility

To be eligible for a TSL, a unit member must meet the following criteria:

1. The unit member must be, at the time notice is filed, a full-time employee at Salem Community College
2. The unit member must have attained no less than twenty-five (25) consecutive years of service as a full-time employee at Salem Community College.

#### Procedure

The following procedure shall be utilized in connection with the TSL:

1. In order to be eligible for a TSL leave beginning January 1, 2010, a unit member must file Notice with the President of the College not later than November 15, 2009. The time limitations set forth in this paragraph may be waived upon the mutual consent of the unit member and the President.

2. If a unit member does not file Notice for a TSL on or before November 15, 2009, the unit member shall not be entitled to a TSL leave. A TSL leave may be granted, however, at the sole discretion of the President of the College, at any time during the term of this Collective Agreement. If a unit member wishes to be considered for a TSL leave under the provisions of this subparagraph, the unit member may file a Notice with the President of the College at any time prior to the expiration of this Collective Agreement. The decision of the President to grant or not grant a TSL leave pursuant to this subparagraph shall not be subject to the grievance procedure or arbitration. The decision of the President to grant or not grant a TSL pursuant to the provisions of this subparagraph shall be final and binding on the parties. In the event that the President of the College grants a TSL pursuant to the provisions of this subparagraph, the unit member shall receive the same benefits as set forth herein under "Conditions."
3. Concurrently with the filing of an application, the unit member must also submit a Letter of Resignation/ Retirement. The letter must include the date of resignation or retirement, which date shall be effective at the conclusion of the TSL. In the event that the TSL is not granted, the applicant shall have the right to withdraw the Letter of Resignation/Retirement.

### Conditions

Once the TSL takes effect, the unit member shall receive the following benefits:

1. During the term of the TSL, the College shall continue to pay the unit member's annual salary in twelve (12) consecutive equal monthly installments. At the option of the unit member, said annual salary may be paid to the unit member over twenty-four (24) calendar months in equal monthly installments. All payments shall be subject to the standard withholdings and deductions consistent with IRS and State of New Jersey requirements.
2. In the event of the death of the unit member after the commencement of a TSL, but prior to receipt of the payments described in Paragraph 1 (Conditions), the payments shall be made to the unit member's estate in accordance with the time schedule set forth in Paragraph 1 (Conditions).
3. A faculty member on a TSL shall be permitted to teach not more than nine (9) contact hours per semester if mutually agreed upon by the faculty member and the President. The faculty member shall be compensated at the then-current overload rate for full-time faculty



members to the extent that such compensation is permitted by the New Jersey Division of Pensions.

4. During the term of the TSL, the unit member will continue to receive, at the expense of the College, the same medical, prescription, pension and dental benefits as are provided to all employees. Disability benefits and sick and other leaves, however, shall not be available to a unit member on a TSL.
5. During the time that a unit member is on a TSL, he/she shall be permitted to select and contribute to other accounts for the employee's Supplemental Retirement Annuity contributions.

#### Expiration

The provisions of this paragraph shall expire on June 30, 2012. This provision of the Collective Agreement shall not be continued into a Successor Agreement unless both the Faculty Association and the Board of Trustees specifically agree to the continuation of this paragraph into a Successor Agreement.

- G. **Disability Benefit.** The College shall provide a disability insurance benefit program for each unit member equivalent to Plan 2 of the New Jersey School Administrators Group Disability Insurance Plan through Prudential Financial. Under this Plan, benefits shall be available to the employee on the first workday following the termination of sick leave paid by the College or beginning on the 11<sup>th</sup> workday of the covered disability, whichever is later. The College shall be responsible for payment of the full cost of the premium for said benefit
- H. **Tuition Waiver.** The College agrees to waive tuition and fees for unit members in accordance with the provisions of this paragraph. This tuition waiver benefit shall also be available to the employee's spouse and dependent children. The obligation of the College pursuant to this paragraph shall not exceed \$2,500.00 per year for each unit member and \$6,000.00 per year for the family of each unit member. To qualify for this benefit, the employee or family member requesting the benefit must:
  - Complete a Tuition Waiver form.
  - Complete an Institutional Financial Aid application.
  - If eligible, apply for financial aid other than the Tuition Waiver.

Tuition Waivers shall not be granted to those persons eligible for other forms of financial aid nor to those who do not file a Financial Aid Application. For the purposes of this paragraph, a "dependent child" is defined as a person who is claimed as a tax dependent exemption on the Income Tax Return filed by the employee in the year previous to the year

in which the Application for the Tuition Wavier is made. Under no circumstances shall a unit member register for a course which is scheduled during the employee's normal working hours unless the employee receives the advance written approval of his or her supervisor. The tuition waiver benefit shall not apply to any independent study."

- I Resignation. Any employee who resigns his or her position of employment shall provide thirty (30) days advance notice of such resignation.
- J. Compensation for Unused Sick Leave. A unit member shall be compensated for unused sick leave in accordance with the following criteria:
  - 1. The unit member must meet either of the following criteria:
    - a. The unit member must be eligible to receive benefits under the employee's retirement plan and have fifteen (15) years of service at Salem Community College at the time of separation; or
    - b. The unit member must have twenty (20) years of service at Salem Community College at the time of separation.
  - 2. The unit member must have at least one hundred (100) sick days available at the time of separation in order to qualify for this benefit.
  - 3. A unit member shall be compensated at the rate of fifty dollars (\$50.00) per unused sick day accrued during the unit member's employment.
  - 4. In no event shall the College be required to pay more than ten thousand dollars (\$10,000.00) per unit member for the benefit stated under this paragraph.
  - 5. Payment of the benefit provided in this paragraph shall be made within thirty (30) days of the effective date of separation.
- K. Dental Plan. In the event that the College provides a dental insurance program for any of its employees, unit members shall be permitted to participate in the dental insurance program under the following conditions:
  - 1. Participation by unit members is permitted under the terms of the dental insurance program.
  - 2. Coverage provided under the group dental insurance program shall be at the sole expense and cost of the unit member.

3. The obligation of the employee to pay the cost of the dental insurance program shall be satisfied through payroll deductions.
  4. If a unit member desires to enroll in the group dental insurance program, the unit member must execute all enrollment documents in accordance with the requirements of the insurance provider.
- L. Health and Prescription Benefits. The College shall provide each full-time employee and their families, health insurance and prescription coverage through the New Jersey State Health Benefits Plan or an equivalent plan. The cost of the aforesaid health and prescription benefits shall be paid by the College.
- M. Worker's Compensation. The College shall maintain worker's compensation insurance coverage for unit employees in accordance with the provisions of N.J.S.A. 34.
- N. Pension. In accordance with State law, the College will make appropriate contributions to any Retirement Plan approved by the Board and selected by the employee.
- O. Family and Medical Leave Act. Employees shall be entitled to such benefits as are provided pursuant to the Family and Medical Leave Act of 1993, as amended.

## ARTICLE VI

### GRIEVANCE PROCEDURE

- A. Grievance Definition. A grievance is any dispute or claim by a unit member of the Association alleging violation or misapplication of this agreement or by the Board that there is a dispute involving the application, meaning or interpretation of the agreement. Excluded from this definition is any alleged understanding, practice or other matter outside the agreement.
- B. Grievance Procedure.
1. Any unit member who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The unit member shall clearly identify the issue as a grievance.
  2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member within five (5) College days, he/she

shall set forth his/her complaint in writing to the appropriate next level Supervisor. The next level Supervisor shall communicate his/her decision to the unit member in writing within five (5) College days of receipt of the written complaint from the unit member.

3. If the grievant is not satisfied with the resolution of the grievance by the next level Supervisor, the grievant may submit the grievance to the College President within ten (10) College days of receipt of the decision of the next level Supervisor. The appeal to the President must set forth the grounds upon which the grievance is based. The President will render a decision in writing within ten (10) College days of the date that the President receives the grievance. The President shall communicate the decision and reasons, in writing, to the unit member and the next level Supervisor.
4. If the grievant is not satisfied with the resolution of the grievance by the President, the grievant may submit the grievance to the Board of Trustees through the Secretary of the Board within ten (10) College days of receipt of the decision of the President. The Board of Trustees may, but shall not be required to, conduct a hearing with regard to the grievance. Whether or not a hearing is convened, the Board of Trustees shall render a decision in writing within twenty (20) College days after the submission of the grievance to the Secretary of the Board of Trustees.
5. In the event that the grievant is not satisfied with the resolution of the grievance by the Board of Trustees, the grievant may appeal the dispute within ten (10) College days to binding arbitration.
6. If the grievant or the Association fails to file a grievance in accordance with the time restrictions set forth in this article or if the grievant or the Association fails to file an appeal from an unsatisfactory decision in accordance with the time restrictions set forth in this article, such shall be considered as a waiver of the right to pursue the grievance.

#### C. Binding Arbitration.

1. In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Faculty Association may appeal the dispute within ten (10) College days to binding arbitration.
2. The aggrieved party shall propose, in writing, a statement of the issue(s) involved, and the parties shall attempt in good faith to

agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

3. The arbitrator shall conduct a hearing at a mutually satisfactory time and place but not later than thirty (30) days after filing for arbitration.
4. The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the Faculty Association and the unit member or unit members involved, subject to the limitations specified in the agreement.
5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence of the event upon which the grievance is based.
6. The arbitrator's function is to interpret the provisions of the agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge or alter the scope or meaning of the agreement or any provisions therein nor entertain jurisdiction of any subject matter not covered by the agreement. If, in the arbitrator's opinion, he/she has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.
7. In order to select an arbitrator, the Faculty Association shall submit a list of five (5) proposed arbitrators to the Board within twenty (20) College days after the Association provides notice of its intent to appeal the President's decision to binding arbitration. Within ten (10) College days, the Board shall notify the Association President of the Board's choice for arbitrator. If the Board fails to select an arbitrator from the list within ten (10) days, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association or Public Employment Relations Commission.
8. Except as hereinafter set forth, the expense of arbitration of any grievance supported by the Faculty Association shall be shared equally by the College and the Faculty Association. If the Faculty Association has found that the grievance does not have merit, then the individual grievant must pay the Faculty Association's share of the cost of arbitration, as well as the Board's. In the event that the position of a party in binding arbitration is determined to be frivolous, the party shall be obliged to reimburse to the other party

all costs expended by the successful party in the arbitration proceeding. Said costs shall include, but not be limited to, attorney's fees and arbitrator's fees. The Association, however, shall have no obligation to pay the costs of the College if the Association chooses not to pursue the grievance to binding arbitration. Under such circumstances, the individual grievant shall be responsible for payment of the arbitration costs incurred by the College if the College is the successful party in the arbitration and the position of the individual grievant is determined to be frivolous. The arbitrator assigned to hear the grievance shall, at the request of a party, determine if the position of the other party is frivolous.

## ARTICLE VII

### PATENT AND COPYRIGHT POLICY

All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films and the like) and equipment designed or invented by a unit member or members independently of his/her or their employment with Salem Community College and not done in conjunction with said employment or during time assigned to College duties shall remain with said unit member and the College shall have no interest in or right to use such material without charge.

If such above described books, teaching aids or other material is developed by a unit member or members in conjunction with and while participating in College assigned or undertaken projects authorized or directed by the College, or using College staff or facilities, the said unit member or members shall retain the ownership of the material, subject to the following rights and privileges of the College: (1) the College shall have the right to use the said material in connection with its academic programs or in an exchange program in return for use of academic material from other academic institutions; (2) the College shall be reimbursed to the extent of its contribution in salaries paid, laboratory or other equipment used, space provided, secretarial or other services.

Any profits, royalties or commissions accruing for said material shall, after the aforesaid reimbursement to the College, remain the property of the unit member or members, exclusively. The aforesaid provisions shall apply whether or not copyright or patent is obtained by the unit member or members as part of his/her or their ownership rights.

In the event that an employee covered by this agreement wishes to develop a book, teaching aid or other product which is not a part of the employee's contracted responsibilities but for which the employee will seek compensation from the College, sale to the College's students, or which will result in revenue production for the College, or in the event that the College wishes to encourage

an employee covered by this agreement to develop a book, teaching aid or other product which is not a part of the employee's responsibilities under this agreement, then, the employee or the College, as the case may be, shall be required to consult with the other party in order to define and agree upon the following which shall be memorialized in writing and signed by the President of the College and the employee:

1. Description of the book, teaching aid or product to be developed;
2. The compensation, if any, to be paid by the College for such development;
3. The usage of said book, teaching aid or product at Salem Community College;
4. The ownership of said book, teaching aid or product;
5. How the book, teaching aid or product will be utilized and marketed.

The individual employee shall have the right and privilege to make a binding agreement with regard to the above matters without the consent and approval of the Association. Said agreement shall be binding upon the Association, and the determination of the College to make such an agreement with an individual employee shall not be subject to the grievance procedure or binding arbitration. However, implementation of the agreement between the College and the employee shall remain subject to the grievance procedure.

In the event that an employee desires to utilize in a class at Salem Community College a book, teaching aid or other product, the employee shall not be entitled to any additional compensation from Salem Community College or its students as the result of the sale of said book, teaching aid or product without the advance written consent of the President of Salem Community College.

## **SECTION II**

### **PROVISIONS APPLICABLE TO FACULTY ONLY**

#### **ARTICLE VIII**

#### **FACULTY ACADEMIC FREEDOMS AND RIGHTS**

Faculty rights shall include the following, in addition to those contained elsewhere herein or in laws of the State of New Jersey:

- A. To evaluate the academic progress of his/her students and to assign grades in accordance with the grading system of the College. Symbols other than those used in the College grading system and identified in the official College catalog may be used only with the approval of the Chief Academic Officer.
- B. To determine course content, course goals, learning objectives and the selection of appropriate learning materials and methods of presentation, subject to the recommendation of the Curriculum Review Committee and the approval of the Board.
- C. To request any books, magazines, newspapers or other materials to be purchased by the library or the pertinent department for use in class, subject to budgetary limitations.
- D. To instruct without being monitored by an electronic device, unless the faculty member so monitored has given his/her permission prior to the monitoring of the class.
- E. Supplies. The College agrees that, consistent with its educational philosophy and budgetary constraints, all necessary budgeted teaching supplies and materials shall be provided to faculty.
- F. Appointment. No person shall be employed as a faculty member at Salem Community College unless he or she shall have been appointed to such position by the Board of Trustees, upon recommendation of the President or his designee
- G. Individual Contracts. The College shall prepare and deliver to each faculty member an individual annual contract. This contract shall include the following information:
- The beginning and ending date of the contract.
  - Salary.
  - Academic Rank.
  - Department to which the faculty member is assigned.
  - Accumulated unused sick days.
  - Accumulated unused personal days.
- H. Termination. In the event that the College terminates a faculty member without cause, the faculty member shall be entitled, as damages for said breach of the Agreement to pay for the remainder of the Contract period at the rate which the member was then being paid. In the event that the faculty member leaves the employ of the College without cause during the term of his/her agreement with the College, he/she shall be liable for damages to the College for said breach of his/her Agreement with the



College. This Agreement shall be admissible as evidence of said damages in any Court of competent jurisdiction.

- I. Appointments for Less Than a Term or Part-time. In the event that it becomes necessary to hire a full-time faculty member for less than a full academic year, he/she shall be paid on a prorated basis for his/her period of employment. No adjunct or part-time instructor shall be assigned a full teaching load.
- J. Reappointment. Non-tenured faculty who are reappointed by the College shall be issued a contract not later than July 15 of the year of the reappointment, provided that the Collective Agreement has been negotiated, reduced to writing and ratified by the Association and the Board. In the event that a Collective Agreement has not been concluded, individual contracts shall be issued within fifteen (15) days of the date that the last party executes the Collective Agreement. In the event that such a faculty member in the first or second year of service to the College is not reappointed, the faculty member shall receive written notice of such non-reappointment by May 1 of the academic year prior to that which is the subject of the reappointment. Faculty members with more than two (2) years of service to the College shall receive written notice of such non-reappointment by April 15 of the academic year prior to that which is the subject of the reappointment. Delivery of such notices shall be by Certified Mail to the faculty member's home address of record.

## ARTICLE IX

### FACULTY RESPONSIBILITIES

- A. Academic Year. Faculty appointments shall be for a period of ten (10) months, except as provided in Article VIII, Paragraph I of this Agreement. The academic year for faculty shall begin on the Monday immediately preceding Labor Day and shall terminate on the last day of the Spring Semester provided that all grades are submitted and administrative responsibilities concluded.
- B. Faculty Presence on Campus.
  - 1. Each faculty member is responsible for being present at his/her designated teaching station at scheduled times.
  - 2. During the week immediately preceding Labor Day and during the week immediately preceding the first day of the Spring Semester, faculty shall not be required to be on campus for more than one (1) day except as noted in Article IX, Paragraph B, Subparagraph 3.

3. In addition to the other obligations set forth in this Article, the College shall have the right to require faculty members to be on campus for an additional one-half (1/2) day, not to exceed four (4) hours for professional development during the week immediately preceding the Fall Semester or the week immediately preceding the Spring Semester.
4. Faculty responsibilities required pursuant to Subparagraphs 2 and 3 of this Paragraph B shall be scheduled on a Monday, Tuesday, Wednesday or Thursday.
5. In order to communicate faculty attendance requirements regarding this Paragraph B, the College shall provide written notice, which advises faculty members of the day or days which they are required to be on campus prior to the actual beginning of the Fall Semester and prior to the actual beginning of the Spring Semester. The notice required pursuant to this Paragraph shall be delivered to faculty members not later than the end of the immediately preceding semester.

C. Faculty Attendance.

1. Faculty shall not be required to attend more than two (2) college-wide functions, excluding faculty meetings and graduation ceremonies, per year.
2. Faculty shall be given at least one week's notice of academic events, such as faculty meetings, colloquia, etc., which they are required to attend.
3. Faculty members attending functions for which academic attire (cap and gown) is required, shall have said attire provided at no cost to the faculty.
4. Faculty shall be required to attend commencement ceremonies regardless of when said ceremony is scheduled.

D. Each faculty member is responsible for being present at his/her designated teaching station at scheduled times.

E. In-load shall be defined as follows:

1. Except as set forth in subparagraph 2 hereof, faculty shall be assigned no more than fifteen (15) contact hours per week during each of the fifteen (15) week academic semesters in the years covered by this agreement. The College has the right to assign

faculty to not more than one (1) seven (7) week course each semester as part of his/her in-load responsibilities.

2. Faculty who are assigned to teach at least 50 percent of their in-load time in health science courses shall be assigned no more than twenty-one (21) contact hours per week during each of the fifteen (15) week academic semesters in the years covered by this agreement. In the clinical area, faculty may be assigned an eight (8) hour workday with one-half (1/2) hour assigned for lunch. In addition, faculty shall remain immediately available during the one-half (1/2) hour lunch. The College has the right to assign Faculty to not more than one seven (7) week course each semester as a part of his/her in-load responsibilities.
- F. The rank of lecturer shall be a non-tenured track and annually renewable appointment. No more than three (3) Lecturers shall be employed by the College at any one time.
- G. Instructional Chairs.
1. The College agrees to limit the number of instructional chairs to three (3) during the term of this agreement. Separate from the Glass Technology Chair, the College agrees not to establish chairs in any area covered by a full-time faculty member at the commencement of this agreement.
  2. The instructional chairs will work academic years during the term of this agreement from September 1 to May 30. They will be scheduled for thirty-two (32) contact hours per week. These in-load hours will include scheduled instructional periods, course and program development, program recruiting activities and office hours and shall not be limited by faculty in-load schedule restrictions (Paragraph "I" and "J" below).
  3. Instructional chairs shall not be tenure track positions nor will multiple year contracts be issued to persons holding such designations.
  4. During the term of this agreement no person holding an instructional chair shall receive a salary increase exceeding the highest salary increment awarded to any individual faculty holding the rank of lecturer, assistant instructor, instructor, assistant professor, associate professor or full professor.
  5. All faculty benefits not excluded herein shall be applied to instructional chairs.

H. Visiting Scholar/Researcher. The Visiting Scholar/Researcher, whose compensation is completely financed by an external source, shall be excluded from the bargaining unit. The terms and provisions of this collective agreement shall not be applicable to the Visiting Scholar/Researcher.

I. Instructional Work Week. The official instructional day is 8:00 a.m. to 10:30 p.m., except nursing clinic which shall be 7:30 a.m. to 11:00 p.m. Full-time faculty may receive assignments during this period. When the faculty member's in-load includes an evening teaching assignment (defined as one after 5:00 p.m.), no teaching assignment shall be required on the next day until at least eleven (11) hours after the end of the evening teaching assignment. The College agrees that faculty work assignments off campus will be voluntary, not mandatory, except as provided in Paragraph I-1.

1. The parties agree that the College may assign faculty to off-campus courses in the event that the faculty member's in-load cannot be filled with on-campus courses. In such cases, faculty members will be compensated as follows:

a. Mileage to be determined according to Article X, F of this agreement.

b. Off-campus in-load assignments payment shall be paid in accordance with the following formula:

0 through 15 miles from SCC (one way)...\$50 per semester

16 through 30 miles from SCC (one way)...\$100 per semester

Payment shall be made in two (2) equal installments, the first in the middle of the semester and the second at the end of the semester.

c. In addition, faculty to be assigned to such off-campus duty will not be required to report to the main campus before one and one-quarter (1¼) hours after the end of the off-campus assignment (including lunch or dinner hour). Also, faculty teaching on campus shall not be required to report to the off-campus duty before one and one-quarter (1¼) hours from the end of his/her on-campus assignment (including lunch or dinner hour).

2. For the purposes of this paragraph, the Salem Center shall be considered an "on-campus" assignment.

J. Work Assignments. Every reasonable effort will be made to ensure that:

1. The regular individual work day falls within an eight (8) hour period and that the regular assignments of faculty are fulfilled with a five (5) day week;
2. There be no more than four (4) hours between the end of one class and the beginning of the next class;
3. When the faculty member's schedule includes classes both before noon and after noon, at least one hour between 11:00 a.m. and 2:00 p.m. be unassigned unless the faculty member agrees to the contrary;
4. The individual schedule not include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a weekday will be free of College responsibilities.
5. No faculty member teaches more than three (3) consecutive courses;
6. When the faculty member's schedule includes classes between 4:00 p.m. and 7:00 p.m., at least one hour between 4:00 p.m. and 7:00 p.m. be unassigned unless the faculty member agrees to the contrary.
7. In the event that a faculty member desires to have his/her responsibilities scheduled over a four (4) day work week, he/she shall provide notice of such fact to the Chief Academic Officer. Such notice shall be provided in writing at the same time that faculty members are required to submit individual course offering suggestions for the Fall semester. If such notice is given in accordance with this paragraph, the Chief Academic Officer will assign the faculty member a schedule so that, during at least one (1) semester of the following academic year, a four (4) day week is implemented. Furthermore, the Chief Academic Officer will use his/her best efforts to assign the faculty member a four (4) day work week during both semesters of the academic year, if that is the desire of the faculty member. In the event that a faculty member elects a four (4) day week under the provisions of this paragraph, the provisions of Article IX, Paragraph J 1, (providing for a work day of eight [8] hours) shall not be applicable to said faculty member, and the faculty member may be scheduled for a work day which shall not exceed eleven (11) hours during the semester when the four (4) day week is implemented. Other provisions of the contract concerning work week or work assignment restrictions shall continue in full

force and effect, but the Chief Academic Officer shall have the sole option to determine which four (4) days the faculty member shall work under the terms of this paragraph. Any election of a four (4) day work week given under this paragraph shall be valid for only one (1) year. If a faculty member desires to receive a four (4) day work week under the terms of this paragraph, notice must be given in accordance with this paragraph on an annual basis.

8. Any individual faculty member may waive any of the restrictions set forth in Article IX, Paragraph J of the contract. Said waiver shall be in writing and filed with the Chief Academic Officer.
- K. Office Hours. When faculty members are required to be on campus during the Fall and Spring semesters, faculty members shall select and keep three (3) office hours per week during each semester. Office hours shall be scheduled during the official College day and in increments not less than 30 minutes. Said office hours shall be spread over at least three (3) days. In addition, faculty members shall maintain additional office hours in accordance with the following provisions:

The Association agrees that the Board may assign up to twelve (12) additional office hours per semester for the purpose of academic advisement of students, consistent with an academic advisement plan developed by the Chief Academic Officer in consultation with faculty. Said academic advisement plan shall be consistent with the provisions of Article IX, Paragraph A, Paragraph B, Paragraph I and Paragraph J. Faculty shall be provided with their academic advisement schedule three (3) weeks in advance of said advisement activities. Faculty shall be provided with the necessary and appropriate support records, materials, information, etc. which they request to fulfill their responsibilities.

- L. Teaching Schedule. Each faculty member shall receive his/her teaching schedule by June 1 for the succeeding Fall semester and by December 15 for the succeeding Spring semester.
- M. College work assignments in lieu of in-load course work.
  1. A faculty member who is under contract to the College but whose teaching schedule cannot be filled to at least 80 percent of in-load (Article IX E) due to lack of enrollment in the courses which the faculty member is qualified to teach may be reassigned to responsibilities other than the responsibilities described in the collective agreement.
  2. *Such reassignment may be considered when the faculty member's special expertise is deemed needed by the President, adequate*

financial resources exist and such other responsibilities cannot be more appropriately completed by present staff not currently covered by the Faculty Association collective agreement.

3. Such reassignment shall be mutually agreeable to the faculty member and the President.
4. Such reassignment shall last for a period of time not to exceed two (2) years.
5. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignment shall not be considered as an interruption of the faculty member's full-time service to the College. The compensation, benefits and appointment period shall remain as designated in this collective agreement; however, the individual work week may be determined by the requisites of the reassigned responsibilities. Such work week shall fall within the faculty member's annual appointment as detailed in the faculty contract; however, the individual would follow the standard administrator's work calendar for this period.
6. The maximum number of hours per week that shall be devoted to reassigned responsibilities shall be calculated by subtracting the number of assigned teaching hours from the maximum load appropriate to the faculty member and then by multiplying the remainder of hours by a factor of 2.5 if the faculty member's in-load teaching assignment would normally have been 15 hours per week or by a factor of 1.94 if the faculty member's in-load teaching assignment would normally have been 18 hours per week or by 1.66 if the faculty member's in-load assignment would normally have been 21 hours per week.
7. A reassigned faculty member shall be supervised by the President or the President's designee except that the instructional responsibilities shall be evaluated as described in the collective agreement.
8. A faculty member who accepts such reassigned responsibilities shall receive a memorandum of confirmation from the President of the College describing the reassigned responsibilities.
9. This contract between the Board and Faculty Association shall not be construed to deny or restrict to any faculty member such rights as he/she may have under New Jersey school laws or other applicable laws and regulations.

10. Nothing in this provision shall be construed to indicate that the College accepts a mandating obligation to find work reassignments for faculty members whose teaching areas do not contain sufficient enrollments to compose a maximum teaching load.

**ARTICLE X**

**SALARY AND BENEFITS AND ACADEMIC WORK**

- A. Salary Schedule (See Appendix A).
- B. Initial Salary and Rank. In the employment of faculty members, the President will recommend the starting salary and the academic rank to be assigned, based on Appendix B and Appendix C and the best judgment of the administrative staff.
- C. Criteria for Promotion in Academic Rank. The minimum qualifications for promotion in rank shall be:

<u>NEW RANK</u>	<u>YEARS IN CURRENT RANK</u>	<u>ACADEMIC PREPARATION</u>
Assistant Instructor	None	Bachelor's Degree
Instructor	Three years in any rank at SCC	Master's Degree
Assistant Professor	Five years as Instructor at SCC	Master's Degree
Associate Professor	Five years as Assistant Professor at SCC	Master's Degree
Professor	Eight years as Associate Professor at SCC	Doctorate Degree

- D. First Right of Refusal (See Article X, Paragraph P).
- E. Payment for Overload and Interim and Summer Teaching. All compensation mentioned in Paragraph E (1 through 5) shall be calculated according to the fiscal year rate in which the assignment begins. A faculty member who teaches beyond the in-load or who teaches Summer or interim courses for the College shall be compensated in the following manner:
  - 1. If the faculty member opts to teach an overload course (a course in addition to his/her regular teaching load) or a Summer or interim course, the compensation shall be at a rate as set forth in Appendix A, Paragraph B 1.



2. If the faculty member opts to teach over-assigned hours (i.e. hours in addition to in-load but which do not comprise an entire overload course), the compensation shall be at a rate as set forth in Appendix A, Paragraph B 2.
  3. If a faculty member accepts an independent study, practicum, cooperative education and/or internship in addition to the in-load assignment, the compensation shall be at a rate as set forth in Appendix A, Paragraph B 3.
  4. Faculty teaching overload, interim or Summer courses in the clinical setting shall be compensated at a rate as set forth in Appendix A, Paragraph B 4. Said overload payment may be prorated at an hourly rate if less than an eight (8) hour day is assigned.
  5. In the event that a faculty member is assigned a group cooperative education responsibility as part of in-load, such responsibility shall replace in-load assignment on the basis of one course credit equal to one hour of faculty load. If such responsibility is offered in addition to in-load, the faculty member shall be compensated at a rate as set forth in Appendix A, Paragraph B 5. The faculty member's responsibility shall be to assist with the establishment of a work schedule and to evaluate student performance by observation of student work and by interaction with the student and the on-site job supervisor.
- F. Automobile Mileage. Automobile mileage during each year of this agreement shall be paid at the rate established by the Internal Revenue Service as of the January immediately preceding that fiscal year. The College shall have the right to calculate and fix the actual mileage to and from locations which are regularly assigned as teaching locations.

College to Salem Hospital	= 17 miles
College to Elmer Hospital	= 44 miles
College to Underwood Hospital	= 46 miles
College to Lakeland Hospital	= 88 miles
College to Ancora Hospital	= 108 miles

- G. New Course Development. Whenever the College decides to offer a course not previously offered by the College or to extensively modify a course which has been previously offered, the concept of a new course development shall apply. In both the case of a course not previously offered and the case of an extensively modified course, a new course shall be understood to mean a course which requires the development of a new syllabus, the development or selection of new learning materials, the

development of new performance objectives, the development of appropriate new evaluation instruments or the development or selection of other materials associated with teaching a course. New course development shall not apply to the revision or updating of a course already in existence at the College except as described above. The parties agree that faculty members have the obligation to upgrade and update courses taught by them on an annual basis without additional compensation. The College shall not be obliged to compensate a faculty member for extensively modifying a course unless such compensation is approved in writing and in advance by the Chief Academic Officer.

If a faculty member is assigned to develop a new course, compensation shall be in accordance with the specifics stated hereinafter in this agreement and the following conditions shall apply:

1. The College may assign new course development to a faculty member providing that the in-load restrictions, as defined in Article IX E above are not exceeded. In this case, the new course development will count toward the in-load and will replace an equivalent number of contact hours in the in-load.
  2. In the event that a faculty member who is teaching an in-load accepts the College's offer to pursue new course development as overload, the faculty member shall be compensated in accordance with Appendix A, Paragraph B 1. The number of contact hours assigned to the proposed course shall be the same as the number of contact hours used to calculate the overload payment.
  3. In the event that a faculty member is assigned new course development during the period of time between semesters or during the period of time following Spring semester but before the contract ending date, it is agreed that the length of time allotted to the faculty member for the course development and that payment due to the faculty member for the course development will be mutually agreeable to the faculty member and to the College and that any such agreement will be presented to the faculty member in written form.
- H. It is agreed that faculty first right of refusal (Article X, Paragraph P) shall be limited to one (1) over-load course during each of the academic semesters during the College's academic year and to nine (9) credits during each of the Summer sessions, except as noted below:
1. A faculty member may waive the one course limitation upon request of the administration. The request shall be in writing and shall be directed to the faculty member. The faculty member's acceptance of

the request shall be in writing and directed to the appropriate administrator.

2. A faculty member who is provided release time as a result of his/her involvement in a grant project shall be permitted to exercise first right of refusal for a maximum of three (3) courses during each of the academic semesters during the College's academic year.
  3. Faculty course selections described in H1 and H2 above shall be subject to the provisions of Article X, Paragraph P, of this agreement.
- I. It is agreed that any faculty member engaged in an instructional activity, exclusive of regular in-load responsibility, will be issued a Memo of Confirmation. The Memo of Confirmation will specify the nature of said work, the number of hours (when applicable), the beginning and ending dates of said employment and the rate of compensation for said employment. Said Memo shall be issued to the faculty member within five (5) days of the close of the drop/add period. Payment for the employment shall be made in equal installments at the same time as regular payroll during the semester when the instructional activity is performed, with the first payment to be made no later than 45 days after the commencement of the semester. No instructional activity that is described in this paragraph shall be cancelled after the first meeting following the drop/add period.
- J. Non-Instructional Work. Faculty who work for the College exclusive of in-load responsibilities, overload, Summer or interim teaching shall be compensated at a rate mutually agreeable to the faculty member and the College. All such agreements shall be presented to the faculty member in writing prior to the start of the work and shall include a description of the work, rate of compensation and the payment dates.
- K. Leaves and Absences.
1. Sabbatical Leaves. Sabbatical leaves for study and research may be granted subject to available funds by the Board on recommendation by the President to faculty members who have completed seven (7) years of service at the College. Such sabbatical leaves shall be in recognition of significant service and for the purpose of further study which will contribute to the professional effectiveness of faculty and the value of their subsequent services to the College. Faculty members who are granted sabbatical leave are expected to return to their duties at the College for at least one year. If they do not return to the service of the College, the entire compensation for the sabbatical leave period must be returned to the College.

A sabbatical leave may be granted for a period not to exceed an entire annual contractual period, during which time the faculty member shall receive one-half (1/2) of his/her regular salary. A faculty member on sabbatical leave shall not render service for compensation in another institution or enterprise, provided, however, that this does not preclude the acceptance of a fellowship or other assistance in research, but in each case, the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for sabbatical leave. Such leave of absence is not to be considered a breach of contract or employment, and a person on leave shall be returned to the same or a similar position which he/she held and at the same salary which he/she would have attained had the leave not been taken. The period of such leave shall count as regular service for purpose of retirement, and contributions to the retirement fund shall, therefore, continue.

Application for sabbatical leaves shall be made in writing and addressed to the President by January, preceding the College year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan. Upon returning to the College after sabbatical leave, a full report regarding the use of the sabbatical leave shall be presented to the President for transmission to the Board. In the event the sabbatical has not been used according to the submitted plan, the Board may require reimbursement of pay received during the sabbatical period.

2. Short-Term Leave. Faculty may be granted a leave of absence exclusive of a sabbatical leave provided that:
  - a. The request is made to the President of the College in writing eight (8) weeks in advance of the forthcoming regular in-load assignment.
  - b. The request shall state the purpose and duration of the leave.
  - c. The request shall state expected compensation, if any, for the duration of the leave.
  - d. The period of such leave shall count as regular service and shall not be considered a breach of contract, and, therefore, all faculty benefits and accrual of service shall apply except for mutually agreeable compensation as indicated in Article X, Paragraph K 2 c above.

3. Exchange Teaching Leave. A paid leave of absence for one academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange program in other states, territories or countries or a cultural program related to his/her 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 faculty member shall be placed at the same salary which he/she would have attained had the leave not been taken. All other provisions of the sabbatical leave of absence procedures contained in Article X, Paragraph K 1 shall apply equally and universally to an exchange teaching leave.
4. Military Leave. Military leave without pay shall be granted to any faculty member who shall be inducted or enlists for one enlistment period in any branch of the Armed Forces of the United States. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.
5. Jury Duty. Regular full-time instructional personnel who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence unless excused by the court. They shall be paid the difference in pay between their jury duty allowance and their normal pay for the period involved.
6. Bereavement. Leave not to exceed five (5) days will be allowed for each death in the family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, grandparents or members of the family living with the faculty member. In the event of the death of a member of the family other than those previously listed, a faculty member will be entitled to one full day to attend the funeral.
7. Legal or Personal Business. Absence with pay not to exceed three (3) days for the contract year shall be granted to faculty who find it necessary to be absent for personal reasons. Unused legal or personal business days may be accumulated during the 2009-2010 academic year up to a limit of six (6). Thereafter, legal or personal business days not utilized during any year shall be accumulated and utilized as sick days in subsequent contract years. In no event, however, shall a faculty member use more than three (3) legal or personal business days consecutively. In the event that a faculty member desires personal leave on a non-emergent basis, the faculty member must provide seven (7) days advance notice of the date the

leave will be taken and how his or her instructional responsibilities will be satisfied. In the event that the faculty member is unable to provide seven (7) days advance notice to the Chief Academic Officer, the faculty member shall provide as much advance notice as reasonably possible and inform the Chief Academic Officer as to how his or her instructional responsibilities will be satisfied. Legal or personal business days not utilized during any year shall be accumulated and may be used as sick days in subsequent contract years.

8. Sick Leave. Whenever any faculty member is compelled to be absent for reasons related to his or her health, the faculty member shall be entitled to sick leave as follows:
  - a. Ten (10) days of sick leave shall be awarded at the beginning of each academic year.
  - b. Sick leave shall be charged as follows: If the contractual responsibility missed is three (3) hours or less - one-half (1/2) day. If the contractual responsibility missed is more than three (3) hours - one (1) full day.
  - c. Unused sick leave will be accumulative with each successive year of employment at the College.
  - d. Faculty shall report absences in accordance with the appropriate administrative procedure.
  - e. In the event that it becomes necessary to substitute for a faculty member who is absent from an overload, interim or Summer course, the College has the option of prorating a reduction of the compensation for said course consistent with the length of the absence.
9. Upon a faculty member's request, he or she shall be granted an unpaid leave of absence subject to the following conditions:
  - a. This leave shall be exclusive of and in addition to any maternity or disability leave provided by State law and exclusive of and in addition to any other leave provisions provided within this collective agreement.
  - b. The faculty member shall be granted one year of leave for each ten (10) years of employment he or she has completed at Salem Community College. Except for medical emergency, all leaves shall begin on the first day of the Fall semester and

shall continue until the beginning of on-campus responsibilities the following Fall semester.

- c. No more than three (3) faculty members shall be on leave concurrently. In addition, no more than one faculty member from each of the following groups shall be granted this leave at any one time:

Group A

English/Humanities & Communications  
Mathematics

Group B

Business, Computer & Technical Studies  
Allied Health & Science

Group C

Visual & Performing Art  
Social Science & Education

The above noted groups are established solely for the purpose of regulating the leave permitted under this Paragraph 9. Said group determinations shall not limit the College with respect to the organization or reorganization of the Division of Academic Affairs.

In the event that there are more than three (3) requests for concurrent leave or conflicting requests within groups, the leave shall be granted on a seniority basis according to the earliest date of hire as a faculty member.

- d. Faculty shall notify the President of the College of the leave request at least eight (8) weeks prior to the planned starting date, except in case of medical emergency. The request shall include the starting date and duration of the leave. In the event of medical emergency, written notice shall be given to the President of the College as soon as possible. The leave for reason of medical emergency shall commence as soon as the College is able to secure a replacement for the faculty member requesting the leave, except that in no event shall the leave commence more than thirty (30) days from the date the written request is delivered to the President.

- e. The leave under this paragraph shall not be considered a breach of employment and the person on such leave shall be returned to the same or a similar position which he or she held at the time the leave commenced. During the leave, the faculty member shall not accumulate retirement, sick leave, personal leave or other benefits of employment. Upon return to a position of employment at the College, the faculty member shall receive an increase in salary equivalent only to the percentage of increase granted during that one year (year of the leave) to other faculty members.
  - f. A person on the leave provided under this paragraph may continue, at his or her own expense, health and/or retirement benefits provided that such contributions are permitted under the health and/or retirement program.
- 10. Family and Medical Leave Act. Employees shall be entitled to such benefits as are provided pursuant to the Family and Medical Leave Act of 1993, as amended.
  - 11. Transitional Separation Leave. Members of the faculty shall be entitled to a Transitional Separation Leave in accordance with the provisions of Article V, Paragraph F.
- L. Graduate Course Tuition and Professional Development Reimbursement. Requests for reimbursement of graduate course tuition and/or professional development shall be submitted, on the appropriate form, to the employee's immediate supervisor. Upon approval of the reimbursement request by the Chief Academic Officer, the Board shall provide reimbursement as follows:
- 1. Up to a maximum of three thousand dollars (\$3,000.00) per year for satisfactory completion of appropriate, previously-approved graduate study. A final satisfactory grade shall be presented to the Chief Academic Officer between July 1 and the following June 30 for reimbursement to be charged to that year. The last regularly scheduled class meeting shall determine in which fiscal year the reimbursement shall be charged. Sustaining, thesis or dissertation fees shall be reimbursed for no more than two (2) years for any one degree.
  - 2. Up to a maximum of one thousand dollars (\$1,000.00) per year of the cost incurred by attendance at conferences, workshops or other activities which aid professional development in the faculty member's instructional area or pedagogical skills. A year, for the



purposes of this subparagraph, shall mean July 1 through the following June 30.

3. The faculty member shall limit absences for professional development to a maximum of one week's contact time for any single course; however, a longer absence may be granted for professional development activities if the faculty member has the opportunity to present a paper, workshop or seminar to a recognized organization of peers.
- M. Tenure. The College shall comply with the laws of the State of New Jersey with respect to tenure, as set out in N.J.S.A. 18A.
  - N. The College shall continue the traditional practice of paying salaries over twelve (12) months upon request of faculty members. This service shall be provided at no cost to the faculty members.
  - O. All faculty reimbursements shall be paid to the faculty at the regularly scheduled payday nearest to eight (8) weeks after the faculty member has submitted a completed request.
  - P. First Right of Refusal. The College shall grant first refusal rights to full-time faculty members for overload, interim and summer credit-bearing courses and for instructional activities which carry three or more college credits, except as noted below in Paragraph P-3 and P-8. Faculty shall have overload priority for course assignments within their department.
    1. The Administration shall notify faculty in writing of available courses and instructional activities to which the first right of refusal applies not less than three weeks prior to the start of the courses and instructional activities to which the first right of refusal applies. However, in the case of the Fall semester, faculty shall be notified not later than the 15th of June immediately preceding the Fall semester.
    2. Faculty shall respond in writing as to which course they desire to teach within five business days of receipt of the information concerning available courses and instructional activities. In no event may a faculty member select an overload course scheduled at a time which conflicts with his/her in-load assignment at the time of the overload selection. Faculty members shall not be permitted to request first right of refusal for more than one course per semester, except as provided in Article X, Paragraphs H1 and H2. In the event the College determines not to offer a course which was selected by a faculty member under this Article, the College shall pay the faculty member one third of the overload compensation for each course selected and not offered.

3. Faculty shall not exercise first right of refusal in cases where overload courses are scheduled in the daytime (before 5:00 p.m.) in a consecutive sequence of three courses (with a maximum of one class period unassigned within the sequence) unless the faculty member chooses the first or third course, or unless the entire sequence is chosen as overload by qualified full-time faculty.
4. In the event there is a conflict in courses chosen within a department or a shortage of available courses within a department, the Chief Academic Officer will assign such courses within each department based on the qualifications and expertise of each faculty member with regard to such course. If a department does not exist, the Chief Academic Officer will assign such courses based on the qualifications and expertise of each faculty member with regard to such course.
5. Academic departments shall be determined by the President or his/her designee.
6. The procedures described in Paragraph P, Items 1 through 4 shall apply in the event that there are late additions to the list of available courses, except that notification of such additions may be made in person, instead of in writing.
7. Notwithstanding the provisions of this paragraph, a faculty member who is not qualified to teach a particular course or instructional activity shall not be appointed to such position. This determination shall be made by the Chief Academic Officer.
8. The right of first refusal shall not apply to off-campus courses, one-credit courses, two-credit courses, distance learning courses or courses funded by grants or contracts. The limitations of this paragraph shall not apply, however, to on-campus escrow-credit courses.
9. In the event that an overload selected by a faculty member is offered, but
  - i. such overload is assigned as an in-load to the faculty member who selected it; or
  - ii. such overload is assigned as an in-load to another faculty member; or
  - iii. such overload cannot be taught by the selecting faculty member because the College assigned the faculty member to

teach another course at a time which conflicts with the selected overload

then, if another course is available, as such is defined herein, the administration shall choose one of the following options:

- iv. assign an available course to the faculty member who lost the overload for any of the reasons stated in Paragraph 9i, 9ii or 9iii; or
- v. pay to the faculty member the compensation provided in Article X, Paragraph P-2.

If no overload course is available, the College shall have no obligation to the faculty member who lost an overload course for any of the reasons stated in Paragraph 9i, 9ii or 9iii.

For the purposes of this paragraph, a course is available only under the following conditions:

- vi. the course is actually run and the course has not been previously assigned to a full-time faculty member or previously chosen as an overload by a full-time faculty member or such course is not committed in writing to an adjunct faculty member. A written commitment shall exist only after the course is offered, in writing, to the adjunct faculty member and the adjunct faculty member accepts such offer in writing. The College agrees that such written offer shall not be made to prospective adjunct faculty members until after expiration of the time for faculty selection of overload courses.

## ARTICLE XI

### EVALUATION AND PROMOTION POLICY AND PROCEDURES

- A. Purpose of Evaluation. The following purposes are established for the evaluation of instructional personnel:
  1. To provide each faculty member with acknowledgment of effective instructional behaviors and techniques.

2. To provide each faculty member with specific suggestions for improving techniques.
3. To determine the extent to which the faculty member by his/her performance in the three (3) areas of evaluation is contributing to the College's achieving its stated objectives. Areas of evaluation are instructional performance, service to the College community and professional development.
4. To determine status of future employment.
5. To be the basis for promotion in rank.

The format and procedure for conducting evaluations is contained in the Faculty Handbook.

If a faculty member is dissatisfied with the results of an evaluation, the evaluation shall be reviewed by the Appeals Committee at the request of the faculty member. Said request shall be submitted, in writing, to the Chief Academic Officer within ten (10) days of the date that the faculty member receives the evaluation. The Chief Academic Officer shall forward to the Appeals Committee the request for a review and any additional information submitted by either the Chief Academic Officer or the faculty member. Within thirty (30) days of receipt of said information, the Appeals Committee shall submit a report of its findings to the Chief Academic Officer and the faculty member. Said report shall be added to the personnel file of the faculty member. An evaluation shall not be subject to the grievance procedure.

- B. **Promotion to a Higher Rank.** A faculty member may apply for a promotion to the next higher rank after completing the required years in rank at Salem Community College as specified below or during the year which may complete the required years and provided that he/she meets the requirements of Appendix E.

The required schedule for the promotion procedure is:

- |               |   |
|---------------|---|
| By February 1 | The faculty member submits a completed promotion packet to the Chief Academic Officer.                            |
| By March 15   | The Chief Academic Officer submits his/her recommendation to the President of the College and the faculty member. |
| By March 25   | If the faculty member disagrees with the recommendation of the Chief Academic Officer,                            |

the faculty member notifies the President of the College and the Faculty Association, in writing, of his/her desire to appeal the recommendation. Upon receipt of said notice, the Appeals Committee will be convened.

- By April 20                      The Appeals Committee submits a report of its recommendations to the faculty member and the President of the College
- By May 20                         The President of the College notifies the faculty member of the decision of the President.
- By May 30                         If the faculty member disagrees with the decision of the President, the faculty member notifies the Secretary of the Board of Trustees, in writing, of his/her desire to appeal the decision of the President to the Board of Trustees
- By June 30                        The President notifies the faculty member of the decision of the Board of Trustees. The decision of the Board shall be final and shall not be subject to the grievance procedure or binding arbitration.

The Appeals Committee referred to herein shall be formed by February 1 of each year. The Appeals Committee shall consist of three (3) persons, one of whom shall be chosen by the Faculty Association, one of whom shall be chosen by the Chief Academic Officer and one member mutually chosen. All members of the Appeals Committee shall be selected from the Academic Division. The Appeals Committee shall consider all promotion appeals which arise during the academic year. Should a member of the Appeals Committee file an appeal, that member shall resign and the appropriate constituency shall select a new member.

### SECTION III

#### PROVISIONS APPLICABLE TO PROFESSIONAL STAFF ONLY

#### ARTICLE XII

#### INDIVIDUAL CONTRACTS OF EMPLOYMENT

- A. Contracts for Professional Staff members are awarded on a twelve-month basis from July 1 through June 30, except that contracts for grant-funded

positions will coincide with the grant period. Professional staff who begin employment after the start of the normal contract year (July 1 to June 30) shall receive a prorated contract and personal, sick and vacation leave benefits on a prorated basis for the remainder of the contract year.

- B. Annual contracts or letters of intent for reemployment or non-reemployment shall be issued on May 1 of each year. Failure to issue said contract or letter shall be considered as the intent to reemploy. In the event of non-reemployment, the effective date of termination under such circumstances shall be at least thirty (30) days after the date notice is given to the employee. Notice of non-reemployment shall be given by certified mail to the employee's home address of record.
- C. Grant-Funded Positions. Positions established on the basis of grant funding will be contracted solely upon receipt of applicable grant funds and the employee's individual contract shall so indicate.
  - 1. If the College desires to continue the employment of an employee in a position where grant funds are anticipated but not yet received, the College shall have the option, with the consent of the employee, to continue said employment on a temporary basis until grant-funding notification is received. Continuation of employment under such conditions shall not be construed as making the grant-funding position a permanent college-funded position. Upon notification to the College by the funding agency that funding will not be forthcoming, the College shall either provide the employee with thirty (30) days notice of termination or issue a contract for the remainder of the contract year. The contract, if issued, shall be consistent with the remainder of this agreement. Notice of termination shall be given by certified mail to the employee's home address of record. If funding is granted, a contract consistent with the grant shall be issued.
  - 2. If funds, once issued, are withdrawn, discontinued or otherwise unavailable to the College, the College shall have the option of continuing the employment of the grant-funded employee or terminating said employment. In the event the College terminates such employment, the College shall provide thirty (30) days advance notice to the employee. Notice of termination shall be given by certified mail to the employee's home address of record. If the College continues such employment, the College shall issue a contract for the remainder of the contract year. The contract, if issued, shall be consistent with the remainder of this agreement.

ARTICLE XIII  
SALARY AND BENEFITS

- A. Starting Salary. The Board of Trustees shall establish the initial salary for each member of the professional staff upon recommendation of the President. Said salaries shall be established within the ranges set forth in Appendix D.
- B. Payments. Each professional staff member employed on a twelve-month basis shall be paid in twenty-four (24) semimonthly payments. Checks shall be issued on the 15th and 30th day of each month. If a regular payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the preceding work day. Employees or their designees must sign indicating receipt of salary checks. Checks may be mailed to the employee's residence upon approval of the appropriate Supervisor.
- C. Child-Rearing Leave. In addition to any other benefits available under this agreement, unpaid child-rearing leave shall be granted, subject to the following conditions:
1. Application for such leave must be made in writing not later than sixty (60) days prior to the proposed commencement of the leave.
  2. The child-rearing leave must commence within thirty (30) days of the date a child is born or adopted by the employee requesting the leave.
  3. The leave shall be for a maximum of sixty (60) days.
  4. Seniority will continue to accumulate during the entire period of leave and all benefits shall also continue, except as noted below. The benefits which do continue, however, shall not include sick, vacation or personal days which have not been accrued as of the date the child-rearing leave commences.
- D. Holidays. The following paid holidays shall be granted to professional staff during the 2009-2010 academic year:  
New Year's Day, Martin Luther King Birthday, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day.

The following paid holidays shall be granted to professional staff during the 2010-2011 academic year and thereafter:

New Year's Day, Martin Luther King Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day,

Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day.

In the event that any of the above holidays falls on a weekend, then the holiday shall be observed on the preceding work day for a holiday that falls on a Saturday and on the succeeding work day for a holiday that falls on a Sunday.

- E. Vacation Leave. Professional staff members who are employed on a twelve (12) month contract shall receive vacation leave in accordance with the provisions of this paragraph.
- a. Initial employment to the July 1 immediately following one full year of employment - 1 day per month (12 days per year)
  - b. After one year to five years of employment - 15 days per year.
  - c. After five years to ten years of employment - 18 days per year.
  - d. After ten years to fifteen years of employment - 21 days per year.
  - e. More than fifteen years of employment - 24 days per year.
  - f. An employee shall accrue vacation on a monthly basis until the July 1 next following his/her initial employments. Thereafter, full vacation rights shall be available to the employee prospectively for the entire year. If the employee leaves the employment of the College prior to the end of that year, the vacation time for that year shall be prorated. In the event that the employee has taken more vacation time than that to which he or she is entitled, the employee shall refund the value of the excess vacation time taken to the College.
2. Vacation days shall begin to accrue upon the first day of employment.
  3. Upon separation of employment, professional staff members will be paid for remaining accrued vacation day benefits on a per diem rate calculated by dividing 240 into the last annual contract salary.
  4. An employee may accumulate and carry into the next fiscal year not more than twenty (20) days of unused vacation. Any employee who, as of January 1, 1989, has accrued in excess of twenty (20) days shall be required to utilize said days in excess of twenty (20) days prior to June 30, 2012. At any time during the term of this Collective Agreement, the College shall have the option to eliminate



unused vacation days in excess of twenty (20) by paying the employee the per diem value thereof.

5. No employee shall request vacation during the one (1) week immediately before the start of classes for the Spring and Fall semesters and during the one (1) week immediately following the start of classes for the Spring and Fall semesters.
  6. No employee shall request in excess of three (3) consecutive weeks of vacation.
  7. The College shall grant all employee vacation requests, except that the College is not obligated to grant requests for two (2) or more employees simultaneously if such simultaneous employee vacation leaves would negatively impact the College. Employee vacation requests shall be made as follows:
    - a. For vacation leave in excess of three (3) consecutive days, the employee shall request vacation leave not less than four (4) weeks in advance of the requested leave.
    - b. For vacation leave of two (2) or three (3) consecutive days, the employee shall request vacation leave not less than one (1) week in advance of the first day of the requested leave.
    - c. For vacation leave of one (1) day, the employee shall request vacation leave not less than one (1) business day in advance of the requested leave.
    - d. Employee vacation requests made with less notice than that described previously in this subparagraph may be granted at the discretion of the Supervisor.
  8. The College maintains the option to offer to purchase an employee's vacation leave at his/her per diem rate (annual salary divided by 240). The employee may accept or reject this offer.
- F. **Legal or Personal Business.** A paid leave of absence for legal or personal business reasons, not to exceed three (3) days for the contract year, shall be granted to employees under the following conditions:
1. Written application for the leave must be made to the immediate supervisor not less than seven (7) calendar days in advance of the date requested, except in case of emergency.

2. The appropriate Supervisor shall grant or deny the request for legal or personal business leave not more than four (4) calendar days after receipt of the application for leave. Reasons for the denial of the application shall be provided by the Supervisor.
  3. Legal or personal business days not utilized during any year shall be accumulated and may be used as sick days in subsequent contract years.
- G. Sick Leave. Each employee shall be granted fifteen (15) sick days annually at the beginning of each fiscal year. Notification of use of sick leave shall follow divisional administrative procedures. Unused sick leave shall accumulate with each successive year of employment at the College.
- H. Jury Duty. Regular full-time professional staff members who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence with pay. If excused by the court, employees are expected to report to work.
- I. Mileage. Use of personal vehicles for College business shall be approved by the appropriate Supervisor and will be reimbursed at the rate established by the Internal Revenue Service as of the January immediately preceding that fiscal year. The total reimbursable mileage is calculated by deducting the regular round trip mileage of home to college from the round trip mileage of home to other than college work location.
- J. College Functions. Professional staff members are expected to attend certain activities related to the College in general or the employee's specific duties regardless of individual schedules. All professional staff members are encouraged to attend commencement exercises; where appropriate, cap and gown shall be supplied at no cost to the employee.
- K. Committees. Professional staff members are expected to serve on appropriate College committees.
- L. Outside Employment - Off Campus. During the contract year, no full-time professional staff members will hold other employment which interferes with their College contractual responsibilities.
- M. Supplemental Contracts. Employees who work for the College in addition to regular responsibilities shall be compensated at a rate mutually agreeable to the employee and the College. All such agreements shall be presented to the employees in writing prior to the start of work. Such agreements shall include a description of the work, rate of compensation and payment dates. An employee who is permitted to perform additional responsibilities pursuant to this paragraph shall be required to make up

any time lost from his/her regular employment at no additional cost to the College.

- N. **Conduct and Discipline.** It is expected that each employee conduct him/herself in a professional manner and in the best interests of the College. In addition to fulfilling the responsibilities of contract and job description, standards of professional behavior and confidentiality are required.
- O. **Professional Development.** All employees are encouraged to develop themselves professionally.
- P. **Graduate Study.** The College shall provide for each full-time professional staff member tuition reimbursement up to a maximum of three thousand dollars (\$3,000.00) per fiscal year for satisfactory completion of appropriate, previously-approved graduate study.
- Q. **Professional Advancement.** In the event that a full-time professional staff member pursues graduate study while in the employ of Salem Community College, the base pay of said professional staff member shall be increased as provided in this paragraph if the following conditions are met:
  - 1. Graduate credits and/or degree programs must be approved in advance by the appropriate Dean.
  - 2. Evidence of satisfactory completion (a grade of "C" or the equivalent) of the credits or degree must be presented to the Dean by June 30 so that the salary adjustment is implemented beginning July 1.
  - 3. This salary increment shall be in addition to any other compensation described in the collective agreement which is due the professional staff member.
  - 4. The compensation to be paid pursuant to this paragraph shall be:  
  
Bachelor's plus 15 hours - \$1,000.00  
  
Master's - \$1,000.00  
  
Master's plus 15 hours - \$1,000.00  
  
Master's plus 30 hours - \$1,000.00  
  
Doctorate - \$2,000.00.

- R. Bereavement Leave. Leave not to exceed five (5) days will be allowed for each death in the family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, grandparents or members of the family living with the professional staff member. In the event of the death of a member of the family other than those previously listed, the professional staff employee will be entitled to one (1) full day to attend the funeral.
- S. Winter Holiday. The College shall have the right to close the College during the week between Christmas and New Years Day. In the event that the College closes, all professional staff shall be excused from work responsibilities and no vacation, personal or other leave shall be charged to the employee.

#### ARTICLE XIV

##### WORK SCHEDULE AND OVERTIME

- A. Regular Work Schedule. The regular work schedule shall be thirty-five (35) hours per week in accordance with the following provisions:
  - 1. By the beginning of each semester and Summer session, the employee shall be provided a copy of his/her work schedule for the ensuing semester.
  - 2. The normal work day shall be eight (8) hours with one hour reserved for lunch or dinner near the middle of the work period.
  - 3. The normal work week shall consist of no more than two (2) evening assignments (any part of work day between 5:00 p.m. and 10:00 p.m.).
  - 4. Employees shall not be assigned weekend work in excess of four (4) weekend days per year (July 1 - June 30).
  - 5. In addition to the regular work schedule defined in Paragraph A, above, the employee may be assigned an additional twenty (20) hours combined total during the months of August and September and an additional twenty (20) hours combined total during the months of January and February. The employee shall not receive overtime pay for either of these two (2) twenty (20) hour periods.
  - 6. During the remaining eight (8) months, an employee may be assigned up to five (5) hours per month in addition to the regular work schedule without being paid overtime compensation.

7. No employee shall be required to work in excess of forty-five (45) hours per week.

B. Overtime.

1. An employee who is assigned to work in excess of the regular schedule as defined in Paragraph A, above, shall be compensated for each overtime hour at the rate of time and one half (1 1/2) of his/her hourly rate. Hourly rate shall be determined as follows:

Annual salary divided by 240 equals daily rate divided by 7 equals hourly rate.

2. All changes in employees' regular schedules and all notifications of hours assigned in accordance with A-5 and A-6 or overtime hours shall be provided to the employee five (5) business days in advance except when an employee is required to substitute for another employee who is taking sick leave or emergency personal leave. Said notifications shall be in written form to the employee and shall specify the appropriate hours and dates. In any event, an employee may waive the five (5) days notice requirement at the request of his/her supervisor.
3. Overtime compensation shall be paid to the employee within two (2) pay periods of the end of the calendar month when the overtime was worked.
4. In circumstances where the employee has notified the supervisor of a standing educational or medical obligation consistent with his/her original work schedule, the College shall make every effort to avoid changes in scheduling or assignment of overtime which would interfere with the standing obligation.

- C. During the months of June and July and the first two (2) weeks of August, the College shall have the right to implement a four (4) day work week. If the College exercises this right, the workday for all Professional Staff employed under this agreement shall be nine and three-quarter (9 3/4) hours, with one (1) hour reserved for lunch or dinner near the middle of the work period. If the College desires to establish a four (4) day work week pursuant to this paragraph, notice of such shall be provided to all affected employees at least two (2) weeks prior to the commencement of the four (4) day work week. During such time as the four (4) day work week is implemented, the provisions of Article XIV, Paragraph A 2 shall be suspended and an employee shall not be entitled to overtime compensation until he or she shall have worked more than nine and three-quarter (9 3/4) hours during a day. Furthermore, the provisions of Article XIV, Paragraph

A 3 shall not apply during the four (4) day work week unless the employee is required to work after 6:00 p.m. The remaining provisions of Article XIV, Paragraph A shall remain in full force and effect. If an employee utilizes personal leave, vacation leave or sick leave while the four day work week is in effect, each day that the employee is on leave shall be considered as 1.25 days of leave.

**DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This contract shall constitute the entire agreement. All provisions in this agreement shall remain in effect through June 30, 2012 or until such time as a successor agreement is established.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 3rd day of March, 2010.

ATTEST:

SALEM COMMUNITY COLLEGE  
BOARD OF TRUSTEES:

By: Mary E. Scott  
MARY E. SCOTT  
Secretary of the Board

By: Donald L. Pierce  
DONALD PIERCE  
Chair of the Board

SALEM COMMUNITY COLLEGE  
FACULTY ASSOCIATION:

By: Gardie Jones-Congeton  
Secretary

By: William Borda  
WILLIAM BORDA  
President

## APPENDIX A

A. Base Salary. During the term of this Collective Agreement, salary increases shall be granted as follows:

- Year one (2009-2010) - each unit member employed by Salem Community College prior to July 1, 2009 will receive a 2% increase on base salary or \$1,000.00, whichever is greater.
- Year two (2010-2011) - each unit member employed by Salem Community College prior to July 1, 2010 will receive a 2% increase on base salary or \$1,000.000, whichever is greater.
- Year three (2011-2012) - each unit member employed by Salem Community College prior to July 1, 2011 will receive a 2% increase on base salary or \$1,000.00, whichever is greater.

B. Additional Compensation.

1. During the term of this Collective Agreement (July 1, 2009 to June 30, 2012) Unit Members shall be compensated at the following rates for overload responsibilities.
  - a. For classes that have no lab contact hours - \$755.00 per contact hour.
  - b. For classes that have lab contact hours - \$755.00 for each of the first three contact hours plus \$378.00 for each additional contact hour.
2. During the term of this Collective Agreement (July 1, 2009 to June 30, 2012) Unit Members shall be compensated at the rate of \$48.00 per contact hour for over assigned hours.
3. During the term of this Collective Agreement (July 1, 2009 to June 30, 2012) Unit Members shall be compensated at the rate of \$71.00 per credit hour per student for independent study, cooperative education, internships or practicums.
4. During the term of this Collective Agreement (July 1, 2009 to June 30, 2012) Unit Members shall be compensated at the rate of \$184.00 per day (8 hours) for clinical responsibilities.
5. During the term of this Collective Agreement (July 1, 2009 to June 30, 2012) Unit Members shall be compensated at the rate of \$755.00 per credit or \$71.00 per student for group cooperative responsibility.
6. The assignment of distance learning courses, either in-load or overload, shall be by mutual agreement of both the faculty member

and the Chief Academic Officer. The first right of refusal shall not apply to distance learning courses.

Overload distance learning courses shall be compensated at the following rates for the term of this Collective Agreement (July 1, 2009 to June 30, 2012):

<i>Number of Students</i>	<i>Compensation</i>
1	\$759.00
2	866.00
3	974.00
4	1,081.00
5	1,188.00
6	1,296.00
7	1,404.00
8	1,512.00
9	1,619.00
10	1,725.00
11	1,833.00
12	1,945.00
13	2,053.00
14	2,159.00
15	2,267.00
16	2,267.00
17	2,267.00
18	2,267.00
19	2,267.00
20	2,267.00
21	2,374.00
More than 21	2,374.00 Plus \$108.00 per student

- C. Any faculty member receiving a promotion to a higher rank shall receive an increase in base salary in the amount of two thousand five hundred dollars (\$2,500.00). Said increase shall be credited after the calculation of any other salary provision for the applicable year.



D. Performance Increment. Upon the completion of at least two (2) years of employment at Salem Community College, a full-time unit member may apply for and be granted a performance increment in accordance with the following provisions:

1. The application for a performance increment shall be submitted by the employee to the appropriate Supervisor not later than January 1. The application shall be granted or denied by the Supervisor in writing not later than March 15 immediately following the January 1 application date.
2. In the event that an employee wishes to appeal the denial of his or her application, he or she may appeal the denial to the President of the College, provided that such appeal is filed within ten (10) calendar days of the date that the employee receives written notice of the denial of his or her application. The decision of the President on the appeal shall be made in writing within twenty (20) calendar days of the date that the President receives the appeal. The decision of the President may be appealed to the Board of Trustees, provided that such appeal is filed in writing with the Board Secretary within ten (10) calendar days of the date that the employee receives the President's decision. The determination of the Board of Trustees with regard to any appeal filed pursuant to this paragraph shall be made in writing not later than May 31. Such determination shall not be subject to the grievance procedure or arbitration and shall be final and binding on the parties. The decisions of the President and the Board, if applicable, shall be delivered to the Association President as well as the affected employee.
3. The performance increment provided under this paragraph shall be granted in recognition of an employee's superior service to the College. The criteria for awarding a performance increment shall be as follows:
  - a. The employee must receive a recommendation from the appropriate Supervisor. This recommendation shall include documentation of work performance that will support the employee's application for a performance increment.
  - b. The employee must evidence qualities of leadership which result in the objective advancement of the College.
  - c. The employee must evidence professional development. For example, professional development activities may include, but are not limited to, successful completion of an approved graduate or continuing education course which enhances the

employee's contribution to the College, presentation of a professional paper, service on a regional or national committee, publication of articles or similar activities which enhance the employee's contribution to the College or the reputation of the College in the general community. The College agrees to cooperate with and support the efforts of its employees in the achievement of these goals.

- d. If a faculty member, the employee must provide evidence of excellent instructional performance.
4. The performance increment granted pursuant to this paragraph shall be in an amount established by the Board, in its sole discretion, provided, however that the increment shall be not more than ten (10) percent of the employee's salary. The increment shall be added to the base salary of the employee on July 1 next following the award of the performance increment. The performance increment shall be exclusive of and in addition to any other increment negotiated by the Salem Community College Faculty Association.
5. Notice of the award of a performance increment shall be provided in writing to the Association President.
6. An employee who receives a performance increment may not apply for a subsequent increment for the three (3) academic/fiscal years immediately following the year in which the performance increment was first received.
7. The within provisions of the collective agreement which authorize the award of a performance increment shall expire on June 30, 2012. This provision of the collective agreement shall not be continued into a successor agreement unless both the Faculty Association and the Board of Trustees specifically agree to the continuation of this provision in a successor contract.

**APPENDIX B**

**MINIMUM QUALIFICATIONS FOR INITIAL PLACEMENT IN RANK**

<b><u>ACADEMIC RANK</u></b>	<b><u>LENGTH OF RELEVANT COLLEGE EXPERIENCE (ACCUMULATIVE)</u></b>	<b><u>ACADEMIC PREPARATION</u></b>
Assistant Instructor	None	Bachelor's Degree
Instructor	Two years	Master's Degree
Assistant Professor	Four years	Master's Degree
Associate Professor	Six years	Master's Degree
Professor	Eight years	Doctorate Degree

**APPENDIX C**

**SALARY RANGES FOR INITIAL FACULTY APPOINTMENTS**

<u>POSITION</u>	<u>RANGE</u>
Assistant Instructor & Lecturer	\$29,000 - \$53,000
Instructor	\$31,000 - \$55,000
Assistant Professor	\$33,000 - \$57,000
Associate Professor	\$35,000 - \$59,000
Professor	\$38,000 - \$62,000

APPENDIX D

SALARY RANGES FOR INITIAL PROFESSIONAL STAFF APPOINTMENTS

<u>POSITION</u>	<u>RANGE</u>
Specialist	\$30,000 - \$43,000/year
Coordinator	\$35,000 - \$48,500/year

APPENDIX E

MINIMUM QUALIFICATIONS FOR PROMOTION IN RANK

<u>NEW RANK</u>	<u>YEARS IN CURRENT RANK</u>	<u>ACADEMIC PREPARATION</u>
Assistant Instructor	None	Bachelor's Degree
Instructor	Three years in any rank at SCC	Master's Degree
Assistant Professor	Five years as Instructor at SCC	Master's Degree
Associate Professor	Five years as Assistant Professor at SCC	Master's Degree
Professor	Eight years as Associate Professor at SCC	Doctorate Degree

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