

COLLECTIVE BARGAINING AGREEMENT

between

**SUSSEX COUNTY COLLEGE
FACULTY FEDERATION
AFT Local 4780**

and

SUSSEX COUNTY COMMUNITY COLLEGE

June 1, 2005 to May 31, 2009

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PREAMBLE

This Agreement is hereby entered into between the Sussex County College Faculty Federation. Local No. 4780, which is affiliated with AFT, AFL-CIO hereinafter called the Federation, and the Board of Trustees of Sussex County Community College hereinafter the Board, for the period from June 1, 2005 to May 31, 2009.

WHEREAS, the Board and the Federation recognize and declare that providing quality higher education for the students is their mutual aim and that the character of such education depends in great measure upon the quality, morale and dedication of the College faculty, and

WHEREAS, the Board has a statutory obligation pursuant to Chapter 303, Public Laws of 1968, and Chapter 123, P.L., 1975 as amended, to negotiate with the Federation as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed to the articles that follow.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Faculty Federation as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed faculty and librarians.

B. Excluded from the bargaining unit are all other employees currently and hereafter employed by the College including managerial executives, confidential employees, police, fire fighters, craft employees, non-professional employees, Division Deans or their equivalent, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE II

DEFINITIONS / PROVISIONS

A. **FACULTY:** For purposes of this agreement only, the term “faculty” shall refer to all members of the certified bargaining unit.

B. **LIBRARIAN:** For purposes of this agreement only, the term “librarian” shall refer to any full-time library unit members holding academic rank.

C. **TEACHING FACULTY:** For purposes of this agreement only, the term “teaching faculty” shall refer to any full-time unit member holding academic rank whose primary duties are instructional.

D. **AMENDMENT:** Should the parties agree to an amendment of this agreement, such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Federation, and if ratified *BY BOTH PARTIES*, become part of the agreement.

ARTICLE III

FEDERATION RIGHTS

A. The Federation shall be solely responsible for the identification of persons to represent its interests in all collective bargaining situations. It is mutually understood between the Federation and the Board that neither party shall have any control over the selection of the negotiating representatives of the other party.

B. Federation Bulletin Board

1. The Board will provide the Federation with one bulletin board measuring at least four (4) feet by six (6) feet, for the Federation's exclusive use. The Federation bulletin board shall be conspicuously designated as such and will be located in the Faculty office area. The Federation shall bear the maintenance and replacement cost of the bulletin board.

2. Any postings on the Federation bulletin board shall be at the discretion of the Federation Executive Committee and shall not require approval of the College.

3. Notice of all professional vacancies shall be submitted to the Federation at the time they are finalized prior to publication.

a. Whenever the College becomes aware of the availability of Options Coordinator duties, the Vice President of Academic Affairs will send out an e-mail announcement of such availability to all full time SCCC faculty. The email will notify the faculty members of the available duties and will establish a deadline by which the faculty member(s) must notify the VP of his/her interest in assuming the duties. The College maintains the sole discretion to determine if the interested faculty member(s) is qualified to assume the available coordinator duties. In the event more than one qualified faculty member applies for the coordinator duties, the College maintains sole discretion to determine which faculty member is most qualified. In the event the College determines that there is not a qualified member among the faculty applicants or in the College's sole discretion, a non-faculty member is more qualified, the College retains the right to

assign the coordinator duties to a non-faculty member(s). The College agrees that it will not use their right to assign such coordinator duties in an arbitrary and capricious manner. Nothing in this side letter of agreement shall change, or in any way modify, the terms and conditions of the 2005-2009 contract.

C. The Federation shall be permitted to distribute correspondence, newsletters and notices to unit members through the faculty mailboxes and via interoffice mail.

D. The Federation shall be able to place Federation-related correspondence, newsletters and notices into the unit members mailboxes.

E. Whenever any representatives of the Federation are mutually scheduled by the Federation and representatives of the Board to participate during working hours in meetings such as negotiations, grievances, conferences, etc., the Federation members who are involved shall suffer no loss of pay.

F. The Board agrees that the Federation President shall be entitled to speak at any public Board meeting during the period of time reserved for comments from the floor.

G. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age gender, marital status, sexual orientation, handicapped or veteran status, or political affiliation. Claims alleging a violation of this provision shall be subject to either the Grievance Procedure of this agreement (Article XXVI), or an appropriate external agency, but not both, as determined by the claimant.

H. No faculty member shall be disciplined, reprimanded or reduced in compensation without just cause.

I. Rights of Faculty

1.a. Upon the request of a unit member, a Federation representative may be present during any investigatory interview scheduled as a result of an incident or complaint by a student, administrator or colleague which the unit member reasonably believes may result in discipline.

A unit member shall also be entitled to Federation representation during any meeting subsequent to formal evaluation reports which concern his/her continued employment.

1.b. The representative shall be chosen by the unit member involved. The choice of representative, however, shall not delay the interview beyond five (5) days from the date of the College's request.

2. The College recognizes the rights of Faculty members to organize and engage in activities consistent with the New Jersey Employer/Employee Relations Act, 34 N.J.S.A. 13A-1 et. seq. unless otherwise abridged by the terms of this agreement.

3. Faculty members shall have the right to support the Federation as long as their activities do not interfere with the educational process, faculty duties or operations of the College.

4. The College shall not discriminate against Faculty members for engaging in collective negotiations or other activities intended for mutual aid and protection.

5. In the event of a reduction in force, faculty shall be entitled to all reemployment rights pursuant to New Jersey statutes.

ARTICLE IV

CONDUCT OF FEDERATION BUSINESS

A. Duly authorized Federation officers and Federation members shall be permitted to transact Federation business on College property. The Federation shall have the right to conduct membership meetings on College property., Membership meetings will not be held prior to 4:00 p.m. on those days when regularly scheduled classes are in session. It is further agreed that no faculty member will interrupt his/her teaching responsibilities or preempt previously scheduled contractually required All-College, Division, Department and governance and standing committee meetings to attend a Federation membership meeting. The College agrees that it will

not preempt a previously scheduled Federation membership meeting by requiring faculty attendance at any aforementioned College and/or committee meetings.

B. The College agrees to advise the Federation of available meeting space and reserve said space for Federation use upon request.

C. Non-employee authorized Federation representatives shall have reasonable access to College premises to conduct official Federation business provided it does not interfere with the activities of the College.

D. The Federation and the Board agree that, in the event a visitor's policy is devised by the College, the College will negotiate with the Federation regarding any effect upon campus visits by the Federation representatives. The College agrees that it will devise a visitor's policy that will have neither a discriminatory effect upon Federation representatives nor undermine the intent of this article.

E. The transaction of Federation business shall not disrupt College operations or interfere with the educational process.

ARTICLE V

PAYROLL DEDUCTION FOR FEDERATION MEMBERS

A. The College agrees to deduct from the pay of each Federation member from whom it has received written authorization, the designated amount of monthly dues and will submit such dues monthly to the treasurer of the Federation.

1. The Board will cease the deduction of dues on the January 1 or July 1 next succeeding the receipt of a signed revocation.

2. The College assumes no responsibility for any errors made in making such deductions beyond correcting the error as soon as possible, following notification by an official of the Federation.

3. Any change in the amount of monthly dues will be certified to the College by the Federation's President. A certification changing the amount of monthly dues shall become effective the first day of the month following the College's receipt.

4. The Federation agrees it will indemnify and hold the College harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorney's fees, in any manner resulting from action taken by the College at the request of the Federation pursuant to this Article.

ARTICLE VI

AGENCY SHOP

A. The Federation President shall submit to the College business office a list of names of faculty covered by this agreement who are not currently dues-paying members of the Federation. The College, in compliance with State law and this agreement, will deduct from all such unit members' pay a representation fee (dues) equal to eighty-five percent (85%) of the amount established for Federation members. (The amount will be determined by the Federation membership in accordance with the Federation Constitution.) The deducted funds shall be remitted once per month no later than the last day of the month to the Federation, and Federation shall be solely and exclusively responsible for the distribution of such funds thereafter.

ARTICLE VII

FACULTY ASSIGNMENTS

A. Faculty Assignments

1. In exercising its non-arbitrable right to assign faculty, the College will consider academic preparation, professional training, performance and equivalent experience.

B. Days of Obligation

1. Consistent with the following conditions, the span of the faculty member's work year will be determined by the academic calendar set by the College.

1a. There shall be no more than five (5) work days prior to the start of classes in each semester and no more than two (2) work days following the end-of-academic-year graduation. One of the five work days prior to the start of classes shall be unstructured with no scheduled activities. There shall be no more than 180 days of work obligation in the teaching faculty's work year, which includes orientation, convocation, and graduation, In addition to the days of obligation described above, new faculty will be required to attend two (2) additional days of orientation prior to their initial semester of appointment.

1.b. In the event that unforeseen obligations to external funding or accrediting entities or agencies require faculty presence sooner than five (5) working days prior to the start of the Spring semester the College shall have the right to require Faculty to report sooner than that set forth in paragraph "a" above without additional compensation, The College will not exercise its rights under this paragraph in an arbitrary or capricious manner.

2. Faculty members are not required to provide services on the following official College holidays: Labor Day; Thanksgiving Day and the day thereafter; and, Martin Luther King, Jr. Day.

3. Teaching faculty members are not required to provide services during a scheduled spring recess.

4. The summer session or any intercession is not considered to be part of the regular teaching faculty work year.

C. Classload

The semester's normal base load will be fourteen (14) to sixteen (16) credit hours, with an annual required classload of thirty (30) credit hours per academic year.

1. a. Loads for faculty who teach courses which have a lecture and a lab/clinic/studio component will be calculated according to the following:

Lecture: 1 class hour = 1.00 credit hour

Effective June 1, 2005:

Science Lab, non-science lab and studio: 1 class hour = .75 credit hours

Effective June 1, 2006:

Science lab, non-science lab and studio: 1 class hour = .775 credit hours

Modumath Lab: 1 class hour = .65 credit hours throughout the duration of this contract..

Independent study will be considered part of the faculty load and will be compensated at .333 of one credit per student. Faculty will not be required to teach more than two independent studies per semester.

3. Pre-packaged, non-locally originated telecourses are considered part of the faculty load or overload and are determined according to the following:

5-9 students enrolled = 1 credit hour

10-16 students enrolled = 2 credit hours

17-25 students enrolled = 3 credit hours

Over 26 students = 4 credit hours

4. In those cases where, for whatever reason, the administration decides to run a course section with enrollment less than the section minimum and assigns such section to a unit

member, it shall be understood that said assignment constitutes a regular portion of the base load and shall be credited at the full credit hour value assigned to the course.

1. c. Faculty will be allowed to accrue not more than (5) credit hours beyond fifteen (15) credit hours per semester which may be used in subsequent semesters. Overload payment or credit banking can occur only when fifteen (15) credit hours are exceeded in a semester.

D. Working Hours

1. The base load assignment of any teaching member shall span no more than eight (8) hours from the beginning to the end of the same teaching day and no more than five (5) days per week unless an individual member requests otherwise.

E. Course Preps

1. Course preparations normally will be limited to three (3) per semester. The College, however, may assign additional course preps whenever warranted by personnel limitations and/or academic needs. The College will not assign more than three (3) preps per semester to any particular faculty member more than once per academic year.

F. Office Hours

1. Each full-time faculty member shall schedule and post one (1) office hour per week per each course taught as part of the base load in any given semester.

G. Faculty Presence

1. Faculty members are required to attend department/division meetings, faculty meetings, governance and committee meetings to which elected or assigned.

1a. Faculty who serve as President of the Senate or Chair of the Curriculum Committee, or on the Middle States Executive Steering Committee or on a Middle States subcommittee or who teach four or more writing intensive courses (as defined by this agreement) will only be required to sit on one committee per year.

H. Overload

1. Faculty members normally will be assigned overload on a voluntary basis. The College, however, may assign overload courses whenever warranted by personnel limitations and/or academic needs.

2. Overload compensation will be added to the Faculty member's biweekly paycheck in the pay period immediately following October 1 and March 1, respectively, if Faculty Load Reports are submitted one-week following the 10-day class roster. Faculty Load Report forms will be distributed at the same time as the 10-day roster. Overload compensation will be fully paid by December 30 for the Fall semester and May 31 for the Spring semester.

3. Overload will be compensated at the overload rate per Article XIX based on credit hours in excess of 15 per semester.

I. Assignments and Responsibilities for Librarians

1. Full-time Librarians shall work on either a 12-month administrative staff calendar or on a 9.5-month teaching faculty calendar. Librarians who work a 12-month position shall be entitled to the same benefits as administrative staff: 12 holidays, 22 vacation days, and 3 personal days. Librarians who work on the teaching faculty's academic calendar may be required to assist the College during periods of time when the teaching faculty is on holiday or recess. Librarians who are required to work during these periods will be paid a per diem rate prorated at the unit member's base salary for the current academic year.

2. Full-time librarians shall have a work week consisting of thirty-five (35) hours.

3. Full-time librarians shall not be required to work a split shift. The length of the work day shall not exceed eight (8) hours.

J. Salary for Librarians

1. All College librarians who hold faculty rank shall receive the same salary for an academic year of nine-and-a-half (9.5) months as do other nine-and-a-half month unit members in the same rank. Separate contracts for summer season may be awarded. Reimbursement for

such summer service shall be prorated at the unit member's base salary for the preceding academic year. New rates shall be applicable on the effective date of the subsequent academic year's contract. Salary for Librarians who work on a 12-month calendar basis will be their current nine and a half-month salary plus twenty-six point three (26.3%) percent of their nine and a half-month salary. Salary increases for Librarians who work on a 12-month calendar basis will be based on their 12-month salary as calculated in the previous sentence. Librarians working on a 12-month basis reverting to a 9.5-month basis will earn their current twelve-month salary minus twenty point eight two four (20.824%) percent of their twelve-month salary. However, librarians working on a 12-month basis will revert to a 9.5-month basis only at the College's discretion.

ARTICLE VIII

FACULTY FACILITIES AND WORKING CONDITIONS

A. Security

1. The College, in conjunction with a Federation representative, shall consult the Newton police force to increase police patrols of the campus on a twenty-four (24) hour basis. This Committee shall include a representative of the Federation and may include representatives of the Newton police and/or other appropriate law enforcement agencies.

B. Medical Services

1. The College, in conjunction with a Federation representative, shall consult with the Newton EMS to ensure adequate response time in the event of a medical emergency. Any agreements or action plans for medical services reached with the Newton EMS shall be provided to the Federation.

C. The College shall designate as “faculty and staff” only a total of twenty (20) parking spaces in the upper and lower parking lots. The College will install and maintain permanent signs designating these twenty spaces as faculty and staff only.

D. The College shall provide a copy of this agreement in an orientation packet to all newly-hired faculty members.

ARTICLE IX

FACULTY SCHEDULING

A. All full-time teaching faculty shall be given the opportunity to meet with an appropriate administrator prior to the assigning final course schedules each semester. These meetings shall be held on a seniority basis within each discipline, and faculty, based on seniority, shall have the option of proposing a schedule from available course offerings. If the meetings cannot be held on a seniority basis, then the schedule will not be finalized until all faculty within each discipline have had an opportunity to meet with the appropriate administrator. When there is no conflict with the academic priorities of the College, the administration shall consider the personal situations of individual faculty members when assigning individual schedules. The Dean of Academic Affairs will be responsible for overseeing the scheduling process, as outlined above, to ensure fairness and equity in scheduling distributions among all faculty.

ARTICLE X

TEACHING FACULTY RESPONSIBILITIES

A. The parties agree that faculty responsibilities are defined as commitment to student learning, campus life and community service.

B. The parties agree that the College has the legal right to assign teaching duties in its academic discretion pursuant to the provisions of Articles VII & IX.

C. The College agrees that faculty may be assigned teaching duties for which they shall be granted release time or overload compensation. Compensable additional faculty duties shall be:

1. New program design and development.
2. Development or extensive revision of course syllabi (three or more per semester).
3. Advising more than thirty (30) students per year.
4. Presenting more than one non-credit workshop or seminar per semester.
5. This provision does not apply to program coordinators.

D. Compensation for additional teaching duties shall be governed by the rate and procedure set forth in Article XIX.

E. Advisees, once assigned, will remain advisees of a faculty member until s/he either graduates, withdraws, completes a program of study, or loses full-time status; or until a faculty member and/or the advisee requests a change. As advisees leave a faculty roster, for reasons identified above, the College may assign new advisees up to a base limit of thirty (30) per semester before overload compensation, as specified in Article XIX, Paragraph C.2, applies.

ARTICLE XI

SECRETARIAL SUPPORT

A. The College recognizes its responsibility to provide for the clerical needs of full-time faculty in carrying out their college responsibilities. In exercising its right to employ and assign support personnel, the College will determine the appropriate level of clerical support based upon those faculty needs and fiscal limitations. Between October 15th and November 15th of each year, the College agrees to receive and consider, from the Faculty Federation, written input to the foregoing process.

ARTICLE XII

SEARCH COMMITTEES FOR FULL-TIME FACULTY

A. Search for New Full-time Faculty. Faculty and other professional staff members may be called upon to help canvass for candidates, interview applicants, make recommendations, and otherwise assist in the search for new full-time faculty.

1. When a search committee is formed for the hiring of full-time faculty, no majority of the committee shall be comprised of coordinators and/or other non-teaching professionals to ensure that full-time teaching faculty have at least equal representation on the committee. Each search committee shall:

1. a. Review all applications;

1. b. Interview selected applicants;

1. c. By majority vote recommend two (2) or more qualified candidates to the Dean of Academic Affairs;

1. d. In the event that two (2) qualified candidates cannot be identified, the committee shall recommend one (1) candidate to the Dean of Academic Affairs or recommend that the search be reopened.

2. The parties agree that the above procedure does not:

2. a. Bind the College to forming search committees whenever faculty positions are created or become vacant;

2. b. Limit the College's right to select candidates other than those recommended by the search committee;

2. c. Prevent the College from requesting that a particular candidate be interviewed by the search committee.

ARTICLE XIII

PROCEDURES FOR FULL-TIME FACULTY REAPPOINTMENT

A. The Vice President of Academic Affairs shall transmit to faculty the written criteria for faculty reappointment no later than August 15th of each year.

B. The College has the sole right to determine the criteria for the annual reappointment of faculty. The College shall apply the criteria in a non-arbitrary and non-capricious manner.

ARTICLE XIV

PROCEDURES FOR NON-REAPPOINTMENT OF FACULTY

A. Notice of non-reappointment to a non-tenured faculty person shall be given in accordance with the following schedules and procedures:

1. First Year Contract: Unit members shall be notified of a non-renewal decision, in writing, by the first work day in April. The College is not required to specify the reasons for non-renewal decisions.

2. Second Year Contract: Unit members shall be notified of a non-renewal decision, in writing, by the last workday in January. The College is not required to specify the reasons for the non-renewal decision.

3. Third, Fourth, & Fifth Year Contracts: Unit members shall be notified of a non-renewal decision, in writing, by January 30th of each year. The College will provide a written statement of the reasons for the non-renewal decision together with the notification. If, during the course of the fifth year, a unit member has applied for tenure, then the tenure provision shall supersede the requirements of this article.

4. Failure of the Board to issue notices of non-reappointment by the dates stipulated above shall constitute a continuation of the faculty member's contract for the following academic year.

5. Nothing contained in this article is intended to supersede the New Jersey education laws and regulations providing for the termination of contracts for cause.

ARTICLE XV

PROMOTION

A. A faculty member, as defined in Article II, must have the minimum background and experience established by the College to be considered for promotion. These criteria for promotion to all faculty ranks will be included in the Faculty Handbook.

B. Promotions which, pursuant to the College's established criteria, are automatic, shall not be subject to the procedures in this Article.

C. Consideration for promotion beyond assistant professor is limited to tenured faculty members.

D. Procedure

1. On or before the last day of faculty obligation in May of each year, the College will directly notify the faculty of the number of promotions available for the following academic year.

2. Membership of the Faculty Promotion Committee shall consist of five (5) tenured faculty who shall be elected by the faculty during Faculty Orientation each Fall. One of the five will be from each candidates's division. When possible, at least one of the five will be from each candidate's subject area. The VP of Academic Affairs will name the Chairperson of the Committee from one of the five (5) faculty members.

3. Faculty members must submit a letter of intent to apply for promotion to the VP of Academic Affairs on or before the second day of the Fall faculty orientation.

4. From October 1 until the end of the first semester of each academic year, the Faculty Promotion Committee shall conduct classroom observations for all faculty members who are seeking promotion. By March 1 of each year, the Committee shall review the candidate's professional file and student evaluation records of all applicants for promotion.

5. The Committee shall decide whether to recommend promotion by majority vote through a secret ballot election. Abstentions from voting shall not be permitted. The voting for

this election shall be cast in duplicate. One of the votes will be signed; the other vote will remain unsigned. The Committee Chair will visually confirm that both votes are identical and that one of the votes is signed by the committee member. The Committee Chair will sign a statement that s/he witnessed that the votes of each member were identical and that one of the votes was signed and sealed by each respective member of the committee. Both sets of votes (one signed and sealed and one not) will be collected by the Committee Chair. The unsigned and unsealed vote will be tallied by the Committee Chair and the tally will be forwarded with the written recommendation. The signed and sealed vote will be attached to the recommendation and will be opened only in the event of a legal challenge to the outcome of the promotion process. A formal appeal beyond the Board of Trustees shall be considered a legal challenge. The Committee shall make a written recommendation and forward it, with the results of the voting as set forth above, to the VP of Academic Affairs by March 1. The recommendation shall include a formal record of the tally of the vote with signatures of the Committee members. The recommendation shall address relevant promotion criteria and how the candidate has met these criteria since his/her last promotion.

6. Standard Promotion Procedure:

Classroom Observations: Except in cases where scheduling conflicts make it impossible, a majority of the members of the Promotion Committee will visit the applicant's classroom for a full period of observation. Committee members will apprise applicants of the date and time of their visit.

Student Evaluations: It is the applicant's responsibility to have, prior to application for promotion, on file in the VP of Academic Affairs office, one semester of student evaluations in all classes in the semester of application and one additional complete set of student evaluations within the prior two years.

Professional Files: Prior to the Fall semester, it is the applicant's responsibility to make certain that their professional file, which is maintained in the VP's office, contains any information and support they wish the committee to consider during the course of its deliberation.

Promotion Narrative: Applicants are to prepare a narrative of 7 to 15 pages which addresses each of the criteria for promotion since their last promotion or tenure. Each candidate may, if he/she wishes, add to the narrative any materials that support his/her candidacy.

7. The VP of Academic Affairs will review the recommendations of the Committee and forward a report to the President by April 15. The President will forward a final recommendation to the Board prior to the May Board meeting.

8. The College will notify each faculty member of the Board's decision regarding promotions within three (3) working days after the May Board meeting. Faculty who are not promoted shall be entitled to an interview with the President within two (2) weeks of the May Board meeting. The reasons for non-promotion shall be discussed at that meeting. The faculty member may be accompanied by a Federation representative of his/her choice if s/he so chooses.

9. Following the meeting with the President, the faculty member may submit a written appeal to the Board. Said written appeal shall be submitted within ten (10) days of the meeting with the President. The Board shall respond to that appeal in writing no later than three (3) days after the June Board meeting. Faculty members must request a meeting with the President as a condition precedent to the appeal.

10. Promotions shall become effective on the first day of the next academic year.

11. The parties agree that the Promotion Procedure in this Article sets forth the method by which faculty shall have input into promotion decisions and ensures that the College considers its recommendations. This Article is not intended to limit the College in the exercise of its

managerial prerogatives. All decisions related to the exercise of the College's managerial prerogative are not subject to the grievance and arbitration provisions of this agreement.

12. Grievances concerning violations of the procedures expressly set forth in this Article may be processed up to and including arbitration.

ARTICLE XVI

TENURE

A. The College shall grant tenure to full-time faculty employees, holding academic rank and appointments to positions in accordance with all applicable New Jersey Statutes and New Jersey Administrative Code requirements.

B. Tenure may be awarded only to individuals whose performance during their probationary period gives evidence of the ability and willingness to make a continuing contribution to the growth and development of the College.

C. Procedures:

1. To be considered for tenure, eligible faculty members must submit a “Letter of Intent to Apply for and Become a Candidate for Tenure” to the VP of Academic Affairs and to the Faculty Tenure Committee on or before the first day of classes of the fifth year of continuous service in a full-time position.

2. Tenure faculty candidates will submit to the Faculty Tenure Committee by September 1, a portfolio which contains evidence of continuous effective classroom teaching including but not limited to, copies of curriculum vitae, samples of course outlines and exams, classroom evaluations and a list of selected student evaluations available for inspection in the office of the VP of Academic Affairs. The portfolio will also contain a narrative written by the applicant which discusses the aforementioned documentation and which addresses how his/her presence as a faculty member will enhance the institution. The narrative should address the areas outlined below:

2. a. Excellence in teaching and innovation in classroom methodology through objective evidence such as, but not limited to, outcomes assessment of student learning.

2. b. Professional development and scholarly achievement as demonstrated through conferences and workshops attended, graduate courses taken, publications, exhibitions, presentations or involvement in professional associations.

2. c. College service such as non-compensated committee work, activities and involvement with peers and/or students, or contributions to campus life beyond instructional, scholarly or community activities.

2. d. Service and/or outreach activities to the greater Sussex County community in a manner which demonstrates that the presence of the faculty person enriches not only the College but the community as a whole.

2. e. Contributions to the department and/or division such as, but not limited to, grant proposals, the development of new courses, curricula, etc. Other relevant materials such as letters of recommendation, documentation of activities with students, and evidence of professional improvement may be included in the portfolio.

3(a) The Faculty Tenure Committee will consist of five tenured faculty selected in the following manner. Four members shall be elected from and by those faculty who hold a full time position at Sussex County Community College; at least three of those elected shall be members of the candidate's division/department. When possible, at least one of the three will be from each candidate's subject area. One member shall be selected by the tenure candidate from the ranks of the tenured faculty; if there is no faculty member within the candidate's subject area, a tenure track faculty member may be selected by the candidate.

3. b. The committee shall be elected by secret ballot at the first regularly scheduled faculty meeting at the beginning of each academic year at which a quorum of faculty members is present. To be eligible to vote, faculty members shall have served at least two (2) semesters. In addition, no person shall be elected to the Faculty Tenure Committee who has not completed at least four (4) semesters of teaching service at Sussex County Community College.

3. c. The VP of Academic Affairs or her/his designee will convene each Tenure Committee no later than September 15.

3d. The College agrees that the evaluation form to be completed by the tenure committee will be consistent with the criteria established in 2(a) through 2(e) of Article 16 (“Tenure”).

4. The Faculty Tenure Committee shall:

4. a. Evaluate application materials and pass upon the eligibility of the applicants for tenure;

4. b. Conduct a classroom observation;

4. c. Interview the candidates;

4. d. Further evaluate all materials and may request additional items from the candidate; and;

4. e. Vote by secret ballot, affirmatively or negatively, to recommend tenure.

Abstentions will not be permitted. The voting for this election shall be cast in duplicate. One of the votes will be signed; the other vote will remain unsigned. The Committee Chair will visually confirm that both votes are identical and that one of the votes is signed by the committee member. The Committee Chair will sign a statement that s/he witnessed that the votes of each member were identical and that one of the votes was signed and sealed by each respective member of the committee. Both sets of votes (one signed and sealed and one not) will be collected by the Committee Chair. The unsigned and unsealed vote will be tallied by the Committee Chair and the tally will be forwarded with the written recommendation. The signed and sealed vote will be attached to the recommendation and will be opened only in the event of a legal challenge to the outcome of the tenure process. A formal appeal beyond the Board of Trustees shall be considered a legal challenge.

5. By December 1, the committee's recommendation, along with the results of the voting as set forth above, will be forwarded to the VP of Academic Affairs. A minority report from the Faculty Tenure Committee may also be forwarded to the VP of Academic Affairs.

6. The VP of Academic Affairs shall review the recommendations of the Faculty Tenure Committee, any minority reports, and any other relevant materials.

6. a. In the event of a positive recommendation by the Faculty Tenure Committee where the VP of Academic Affairs, concurs, the Vice President shall state his/her concurrence to the College President and the Faculty Tenure Committee in writing within fifteen (15) working days.

6. b. In the event of a negative recommendation by the Faculty Tenure Committee where the Vice President of Academic Affairs, concurs, the Vice President shall state his/her concurrences to the College President and the Faculty Tenure Committee in writing within fifteen (15) working days.

6. c. In the event of a positive recommendation by the Faculty Tenure Committee where the VP of Academic Affairs does not concur, the Vice President shall state his/her reasons for nonconcurrence to the College President and the Faculty Tenure Committee in writing within fifteen (15) working days.

6. d. In the event of a negative recommendation by the Faculty Tenure Committee and the Vice President of Academic Affairs feels there are sufficient positive reasons for recommending the candidate, the Vice President shall state in writing his/her reasons for recommending tenure to the College President and the Faculty Tenure Committee within fifteen (15) working days.

7. In all cases as described in 6a-6d above, the Vice President of Academic Affairs shall forward all recommendations of the Faculty Tenure Committee and any minority reports to the College President within fifteen (15) working days.

8. The College President shall review the entire portfolio and all recommendations and consider all evidence stated therein and present to the Board of Trustees his/her separate recommendation to either grant or deny tenure at the January Board meeting. If the President decides not to recommend the applicant for tenure, he/she shall so inform the individual, in writing, (titled "Letter of Non-Tenure Decision") prior to the January Board meeting stating the reason(s) for the failure to recommend.

9. If the candidate disagrees with the President's recommendation, he/she may appeal the decision and request a hearing before the Curriculum and Personnel Committee of the Board of Trustees at its February meeting. The individual can speak for him/herself and choose to select no more than three (3) individuals to speak on his/her behalf. Following the hearing, the full Board of Trustees will review the President's recommendation on the tenure denial and, after consideration, decide if the President's recommendation or denial of tenure, should be upheld, reversed or delayed for good and just cause pending further review. The action by the Board shall be considered final.

10. Notwithstanding any provisions of this Article, all decisions regarding the granting or denial of tenure, including but not limited to, selection criteria (whether herein stated), weight given to such criteria, and individuals chosen to review such criteria, are within the sole prerogative of the College and shall not be subject to any grievance or arbitration procedure of the Agreement.

ARTICLE XVII

ACADEMIC CALENDAR

A. The Federation shall receive from the College a copy of each year's proposed academic calendar no later than the Friday of its transmittal to the members of the Board of Trustees for the Board's consideration.

ARTICLE XVIII

INCLEMENT WEATHER

A. The College has the right to either cancel classes or remain open during inclement weather or other emergencies. Faculty members who cannot reasonably attend classes during inclement weather must notify the office of the appropriate Division Dean immediately. Faculty members will also make a reasonable attempt to notify at least one (1) student in each of his/her affected classes through a voluntary telephone chain which shall be established after receipt to the tenth-day roster. The remaining names on the telephone chain will be contacted by those students who are participating.

B. Faculty members are responsible for making up lost class time through appropriate methods and shall notify the appropriate Division Dean through the use of the SCCC Class Cancellation Make-up Form.

C. Should emergencies, such as, but not limited to, failure of electrical or heating/cooling systems, arise during the time the College is open, which according to federal, state or local statutes or codes endanger the health or safety of unit members or students, unit members shall not be required to perform their duties under such conditions.

D. If conditions as described herein occur, the faculty member will meet with the appropriate Division Dean or his/her designee who shall determine if appropriate alternative arrangements can be made until the unsafe condition is corrected.

ARTICLE XIX

SALARY

A. Frequency of Pay

1. The salary of unit members shall be paid in semi-monthly installments, on the schedule of the recurring college payroll, as earned, over a period of ten or twelve months, at the option of the unit member. The change to semi-monthly will occur with the first payperiod following mutual ratification of this contract.

B. Early Distribution of Paychecks. When the regular date of payroll disbursement distribution (PAY DAY) occurs on a day when a unit member is scheduled to be off campus, the member may obtain his/her check during business hours (8:00 AM - 5:00 PM) of the preceding business day provided that, by circumstance, the majority of the College's payroll checks have been prepared at the time the request is made.

1. Minimum Salaries. The following are the minimum starting salaries, effective June 1, 2005, for unit positions:

<u>Rank</u>	<u>Salary '06</u>	<u>Salary '07</u>	<u>Salary '08</u>	<u>Salary '09</u>
Instructor	\$34,542	35,396	36,365	37,352
Assistant Professor	\$36,119	37,001	37,998	39,013
Associate Professor	\$42,114	43,101	44,205	45,329
Professor	\$47,563	48,646	49,847	51,069

2. Salary Increases

2a) 2005-2006: 3.5% PLUS A \$300 LUMP SUM MARKET ADJUSTMENT TO BASE.

2b)2006-2007: 3.5% PLUS A \$500 LUMP SUM MARKET ADJUSTMENT TO BASE

2C)2007-2008: 3.5% PLUS A \$700 LUMP SUM MARKET ADJUSTMENT TO BASE

2D)2008-2009: 3.5% PLUS A \$700 LUMP SUM MARKET ADJUSTMENT TO BASE

2e. Faculty will be paid \$335 per credit for first time development of a course to be offered in a blended/hybrid format.

3. Nothing within this salary agreement shall prohibit, infringe upon, or fail to preserve all legal and standard management rights with respect to personnel administration subject to any obligation imposed to N.J.S.A. 34: 13A-5.3.

C. Overload.

1. The overload rate for all unit members shall be as follows:

1(a) \$600 per credit hour, effective June 1, 2005 through May 31, 2006; \$625 per credit hour effective June 1, 2006 through May 31, 2007; \$650 per credit hour effective June 1, 2007 through May 31, 2008 and \$665 per credit hour effective June 1, 2008 through May 31, 2009.

(b) Faculty will receive one credit of overload for a fourth writing intensive course and two credits of overload for a fifth writing intensive course for a potential total of three credits of overload. Also, faculty teaching more than three writing intensive courses will only serve on one committee per year. Faculty receiving such overload are responsible for adding it to their load report. For the purpose of this clause, writing intensive courses are defined as: Composition I, Developmental Writing I and II; Creative Writing, Technical Writing and Legal Research and Writing II.

(c) Faculty will be given one credit of overload for each course credit for first time development of a new, online course.

2. Faculty who advise students in excess of 30 advisees shall be compensated at .25 credits for each five students over thirty.

2a) Students will have the option to see a faculty member for advisement at any time.

b) No faculty member will be required to advise students in the student's first 24 credits of coursework.

c) When faculty are compensated for advisement of over thirty students, the advisement report will be submitted within the next semester's load report.

D. Promotion Increments

1. Faculty promoted to the rank of Assistant Professor will receive a \$750.00 addition to their base salary in the academic year following the approval of their promotion award by the Board of Trustees.

2. Faculty promoted to the rank of Associate Professor will receive a \$1000.00 addition to their base salary in the academic year following the approval of their promotion award by the Board of Trustees.

3. Faculty promoted to the rank of Professor will receive a \$1250.00 addition to their base salary in the academic year following the approval of their promotion award by the Board of Trustees.

4. The above promotion award increases will be effective for promotion awards occurring on or after August 24, 2000.

5. All applicable promotional increments will be added after the final salary has been calculated for the academic year when the promotion first takes effect.

E. Longevity Adjustment

Effective June 1, 2005 upon the completion of ten years of full-time service to the College, faculty will receive a \$1,000 adjustment to base salary (pending satisfactory performance). Faculty eligible in the first year of this contract will be paid \$500 in each of the first two years of this contract.

ARTICLE XX

COMPENSATION FOR ADMINISTRATIVE DUTIES

A. A member of the teaching faculty shall fulfill administrative functions only voluntarily. When a teaching faculty member fulfills administrative functions, s/he shall be compensated either at the rate of one (1) credit overload for every twenty-five (25) hours of administrative non-teaching duties assigned or granted fair and equitable reassigned time determined by mutual consent.

B. If after appropriate discussions between the teaching faculty members or coordinators and the College, agreement cannot be reached regarding whether to grant reassigned time or overload compensation, the College shall decide between the two. No overload assigned in the absence of mutual consent shall exceed three (3) credit hours. In the absence of mutual agreement, no overload for coordinating duties shall be consistently assigned to program coordinators. Subject area coordinators may be required to take no more than three credits per semester as reassigned time. All Coordinators may take the first three (3) credits of compensation for administrative duties as reassigned time.

C. For the purpose of this Agreement, administrative functions are those normally performed by administrators and not contained in the faculty job descriptions. Such administrative functions shall, unless stated otherwise elsewhere in this contract, be compensated at the rate of 1 credit hour overload or release time for every 25 hours of work determined in accordance with Article XX, Paragraph B, above. Such administrative functions shall include, but not be limited to:

1. The writing and administering of grants;
2. Evaluation of adjunct faculty (compensation will be one-half (0.5) credit hour of overload or reassigned time for every two (2) observations/written evaluations payable only after fulfilling requirements of Paragraphs E. and H. of this Article);

3. Repair and maintenance of equipment;
4. Purchasing of supplies and equipment;
5. Tracking student retention in excess of the maximum assigned advisee load;
6. Design and conduct of informational surveys for external community groups;
7. Design and maintenance of administrative data processing systems needed to maintain or improve College operations;
8. Extensive analysis and interpretation of outcomes data; and
9. Authorship of extensive special reports or parts thereof.
10. Ordering books for a Division;
11. Authoring Full-time/Adjunct Proportion List;
12. Overseeing special facilities, such as Channel 44, the Art Studios, and the Graphic Design Labs;
13. Overseeing special programs and projects, such as the Honors Program and Adjunct Liaison; and
14. Evaluation and selecting textbooks for courses other than those assigned to teach.

D. If the College determines that administrative functions are required to be performed by a teaching faculty member and no qualified individual volunteers, the College has the right to assign such duties at its discretion. Teaching faculty involuntarily assigned administrative duties shall be compensated pursuant to paragraph A above. The College will not make an involuntary administrative assignment to a faculty member who at the same time has an overload assignment. This provision shall not apply to program coordinators.

E. Coordinators of degrees, options, and certificates shall be responsible for duties as outlined in the Faculty Handbook including provision of administrative support for the budget process; advising Division Deans on course scheduling; advising Division Deans on the recruitment, employment, and evaluation of adjuncts; conduct discipline faculty meetings;

exercising academic oversight; working with Student Services in recruitment; and recommending the employment of no more than three (3) course sections and evaluating one (1) adjunct per semester. Faculty evaluating additional adjunct instructors shall be compensated according to Paragraph C.2 of this Article.

F. Faculty who oversee certificates shall receive one and one-half (1.5) credit hours (30 hours) of overload or release time per certificate for the performance of required base load administrative duties as outlined in Paragraph E.

G. Faculty who oversee degrees shall receive one and one-half (1.5) credit hours (30 hours) of overload or release time per degree for the performance of required base load administrative duties as outlined in Paragraph E.

H. Faculty who oversee options shall receive one and one-half (1.5) credit hours (30 hours) of overload or release time per option for the performance of required base load administrative duties as outlined in Paragraph E.

I. Faculty who recommend the employment of adjunct instructors shall receive one (1) credit hour of overload or release time for 4-7 course sections they are responsible for; one and a half (1.5) credits of overload or release time for 8-12 course sections; two (2.0) credits of overload or release time for 13-17 course sections; and so on. Faculty compensated for recommending the employment of adjunct instructors shall be responsible for conducting classroom observations for no more than one adjunct per semester per credit overload.

J. a) Faculty who develop degree programs shall receive three (3) credits of overload or reassigned time per degree developed; faculty who develop certificate programs shall receive two (2) credits of overload or release time per certificate developed; and faculty who develop options programs shall receive one (1) credit of overload or release time per option developed.

b) Faculty who develop new option programs in subject areas where there has not previously been an option will receive one credit per new option.

(B)(1)faculty who develop new options simultaneous with and as a part of a new program shall receive .5 credits per new option.

(b)(2)faculty who develop new options in subject areas where options or programs already exist will receive .5 credits per options.

K. Faculty who coordinate a second program embedded within a primary program will receive one-half of one baseload credit of overload or reassigned time when the embedded program reaches five unduplicated majors, one credit when it reaches ten unduplicated majors and 1.5 credits when it reaches fifteen or more unduplicated majors.

L. Faculty who oversee degrees, certificates, and options shall be compensated based on the workload of the previous semester's tenth-day roster as pertaining only to Paragraphs H. and I. of this Article.

M. The College and the Federation agree that Program Coordinators' administrative workloads shall be assigned on a fair and equitable basis. To this end, it is the mutual responsibility of the Vice President of Academic Affairs, Division Deans and Program Coordinators to meet periodically to review administrative workloads and adjust administrative assignments if necessary.

ARTICLE XXI

HEALTH AND PENSION BENEFITS

A. The Board shall provide each unit member, for the duration of this agreement, the same pension and health benefits being offered by the College at the inception of this contract, June, 2005.

A(1) The College agrees that the above-cited health benefits will be extended to domestic partners, in accordance with the New Jersey Domestic Partnership Act. The College further agrees that at its September, 2005 meeting, the Board of Trustees will execute the required Resolution to adopt domestic partnership benefits and file it with the State Health Benefits Program.

B. The Board agrees that the health benefits established hereunder shall be maintained for the life of this contract. If the insurance carrier increases the premiums, the Board agrees to pay such increase in premiums as may be necessary in order to maintain the present health benefits. The Federation agrees that the College is bound by the regulations of the New Jersey Division of Pensions and Benefits and the State Health Benefits Program.

C. If the Board is forced to contemplate a change in insurance carriers, it shall notify the Federation before taking any formal action to implement such change; provide the Federation with relevant information obtained by the Board regarding perspective insurance carriers, and meet with and discuss changes with appropriate Federation representatives regarding such contemplated changes. The Board also agrees that the health benefits shall remain equivalent to those presently provided.

ARTICLE XXII

LEAVES OF ABSENCE

A. Bereavement. In the event of the death of a Faculty member's immediate family, the College will grant a paid leave of absence not to exceed five (5) work days. Immediate family shall include: spouse, children, stepchildren, other member's of the Faculty member's household or their parents and children, father, mother, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent and grandchild.

B. Jury Duty.

1. In the event that a Faculty member is called for jury duty when classes are in session, he/she shall request a postponement of the jury duty obligation. If the court denies a postponement, the Faculty member shall receive full pay for the length of the jury service upon the submission of evidence that the Court denied the postponement.

2. A Faculty member who chooses to immediately fulfill his/her jury duty without requesting a postponement will be granted an unpaid leave of absence in accordance with all applicable law.

C. Court Appearances. Faculty members that are lawfully subpoenaed to appear before a court or similar agency shall be granted paid leave sufficient to cover such appearance, provided the reasons for said subpoena involve no proof of moral wrongdoing on his/her behalf.

D. Military Leave. An unpaid military leave of absence shall be granted to any Faculty member that is called into duty or enlists into any branch of the Armed Forces of the United States of America, the United States National Guard or any reserve component of the United States Armed Forces in accordance with all applicable laws.

E. Personal Leave.

1. Upon prior notice to the VP of Academic Affairs, unit members shall be granted three (3) workdays of paid personal leave per academic year for personal business that cannot be conducted outside of regular hours. Evidence of the reason for the personal day may be requested. If the reason is too personal, no reason need be given.

2. Unused personal leave shall not be accrued or held over for future use or payout.

3. Personal leave days are not transferable among unit members.

4. The Federation agrees that personal leave days may not be used to extend leave for holidays or semester breaks.

F. Sabbatical Leave.

1. The College, in consultation with the faculty, will establish criteria for sabbatical leaves.

2. By May 1st of each year, the Board of Trustees will establish the number of sabbatical leaves available during the following academic year.

3. Eligible faculty (those who shall have completed at least six (6) years of full-time teaching at the College as of the beginning of the proposed sabbatical leave) shall submit written proposals to their respective Division Deans and to the VP of Academic Affairs by October 1st of the year prior to the academic year in which the anticipated sabbatical is expected to occur.

4. Teaching faculty and division deans will meet, by Division, to make recommendations to the VP of Academic Affairs by November 15.

5. The VP of Academic Affairs will meet and consult with the Faculty Development Committee to discuss the recommendation of the Division faculties prior to making recommendations to the College President.

6. The VP of Academic Affairs shall make his/her recommendations to the President by December 15.

7. The President shall make his/her recommendations to the Board of Trustees by December 31.

8. The Board of Trustees shall pass on the recommendation of the President at its January meeting, and its decision shall be considered to be final.

9. Sabbaticals shall be for one entire academic year at one-half-the amount of the unit member's full-year salary; or for one-half of an academic year at the full amount of the unit member's half-year salary.

ARTICLE XXIII
MEDICAL LEAVES OF ABSENCE

A. Faculty that have been employed with the College for at least one academic year are eligible for twelve (12) weeks of medical leave of absence per year.

B. Faculty may request a leave under this Article for his/her own “serious health condition” which renders him/her unable to perform Faculty duties. “Serious health condition” means any illness, injury impairment, or physical or mental condition that involves:

1. An incapacity or treatment in connection with inpatient care; or
2. An incapacity requiring absence of more than 3 calendar days and continuing treatment by a health care practitioner; or
3. Continuing treatment by a health care practitioner of a chronic or long-term condition that is incurable or will likely result in incapacity of more than 3 days if not treated. “Continuing treatment” means: 1) two (2) or more treatments by a health care practitioner; 2) two (2) or more treatments by a practitioner of health care services, e.g., physical therapist, on referral by or under orders of a health care practitioner; 3) at least one (1) treatment by a health care practitioner which results in a regimen of continuing treatment under the supervision of the health care practitioner; or 4) treatment under the supervision of, although not actively treated by, a health care practitioner for a serious long-term or chronic condition or disability which can not be cured.

C. Notice of Leave. If the need for a medical leave is foreseeable, Faculty must give the College at least 30 days prior written notice. If advance notice is not possible, Faculty must at least give notice as soon as practicable. Failure to provide notice may result in a delay of leave.

D. Medical Certification. Faculty and the relevant health care practitioner must supply appropriate medical certification of the serious health condition to the chief business officer or College personnel officer. The College agrees to hold any information thus provided in strict

confidence. Failure to provide requested medical certification in a timely manner may result in denial of the leave until it is provided. The College, at its expense, may require an examination by a second health care practitioner designated by the College, if it reasonably doubts the medical certification initially provided by the Faculty member. If the second health care practitioner's opinion conflicts with the original medical certification, the College, at its expense, may require a third, mutually agreeable, health care practitioner to conduct an examination and provide a final and binding opinion. The College may require subsequent medical recertification on a reasonable basis.

E. Reporting While on Leave. Faculty taking leave of an indefinite duration must contact the business office or the College personnel officer at least once per month regarding the status of his/her condition and his/her intention to return to work.

F. Leave Is Unpaid.

1. Medical leave is unpaid leave, although Faculty may be eligible for short or long-term disability payments and/or workers' compensation benefits. Faculty, however, must use any accrued paid sick leave at the beginning of the leave. After exhausting accrued sick time, the remainder of the leave will be unpaid. The substitution of paid leave time for unpaid leave time does not extend the twelve (12) week leave period.

2. Faculty that exhaust their medical leave and are unable to perform their duties shall be entitled to an extension of leave. Extensions shall be given on a month-to month basis for a maximum of three (3) months. In the event that the extended leave expires while a semester is in progress, said Faculty member shall be assigned alternative responsibilities that are mutually agreed upon by the Division Dean and the Faculty member. If both cannot agree, then the Faculty member will be reinstated at the beginning of the next semester.

3. The continuation of health insurance benefits during any medical leave of absence will not exceed sixteen (16) weeks.

G. Medical and Other Benefits. During an approved medical leave, the College will maintain health benefits, as if the Faculty member continued to be actively employed up to a maximum of sixteen (16) weeks. Faculty will not receive or accrue any other benefits during the leave.

H. Intermittent and Reduced Schedule Leave. Leave because of a serious health condition, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the College will reduce the Faculty member's salary to reflect a proportionate reduction in a Faculty member's workload. In addition, while on an intermittent or reduced schedule leave, the College may temporarily transfer a Faculty member to an available alternative position which better accommodates the recurring leave and which has equivalent pay and benefits.

I. Returning from Leave. Faculty returning from leave under this Article, are required to provide medical certification to the chief business officer or the College personnel officer that they are fit to resume work.

ARTICLE XXIV

SICK LEAVE

A. Unit members shall be allowed sick leave when during a regularly scheduled work day for such member he/she is unable to perform his/her work due to medical illness or injury.

B. Unit members shall be granted a total of ten (10) days of sick leave per academic year.

C. Accrued days for sick leave not used in the academic year shall accumulate and be available for use during subsequent years as needed.

D. For internal College purposes only, an employee will be considered retired from SCCC when the age of the employee on their date of retirement and their years of service to the College on their date of retirement combine to equal at least seventy (70). Each month of adjunct faculty service paid will count toward total years of service for purposes of this definition. Unit members who meet this definition of retirement shall receive compensation for fifty percent (50%) of their earned but unused accumulated sick leave at their then current salary up to a maximum of \$12,000.

ARTICLE XXV

FAMILY LEAVE

A. Full-time Faculty who have been employed with the College for at least one year are eligible for twelve weeks of family leave.

B. Reasons for Family Leave. Faculty members may take family leave for any of the following reasons:

B.1. The birth of a son or daughter and in order to care for such son or daughter;

B. 2. The placement of a son or daughter with the employee for adoption (or foster care - federal law only); or

B. 3. To care for a spouse, son, daughter, or parent or parent of spouse with a serious health condition.

C. Leave Because of Birth or Placement For Adoption. Leave because of the birth of a child or placement of a child with the faculty member for adoption (or foster care) must be completed during the twelve (12) month period beginning on the date of birth or placement.

D. Leave is Unpaid. Family leave is unpaid leave. Faculty requesting leave for any of the reasons listed in paragraph 2 above, may substitute accrued paid leave for unpaid family leave. After exhausting accrued paid leave, the remainder of the leave will be unpaid. The substitution of accrued paid time for unpaid leave time does not extend the 12 week leave period.

E. Medical and Other Benefits. During an approved family leave, the College will maintain health benefits, as if the faculty member had continued to be actively employed. Faculty who elect not to return to work at the end of the leave period will be required to reimburse the College for the cost of the premiums paid by the College for maintaining coverage during the leave, unless the faculty member cannot return to work because of a serious health condition or other circumstances beyond his/her control.

F. Procedure for Requesting Leave. Faculty should contact the business office and complete all applicable forms as soon as they become aware of the need for a family leave.

G. Notice to College Of Leave. If the need for leave is foreseeable, e.g., the birth or placement of a child, Faculty shall provide 30 days prior written notice or as much as possible to the business office. Failure to provide such notice may be grounds for postponing the commencement of the leave. Faculty must give the College at least fifteen (15) days notice of the need for leave for a serious health condition of a family member. If the need for leave is because of a planned medical treatment, faculty should attempt to schedule the treatment so as not to unduly disrupt the College's operations. In the event the leave is needed as a result of an emergency situation, faculty must contact the business office as soon as he/she becomes aware of the situation. Failure to provide timely notice can be grounds for delaying the requested leave.

H. Medical Certification for A Serious Health Condition. Faculty requesting leave because of a covered relation's serious health condition, must supply appropriate medical certification. When employees request leave, the College will notify them of the requirement for medical certification and when it is due. Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The College, at its expense, may require an examination by a second health care provider designated by the College, if it reasonably doubts the medical certification initially provided. If the second health care provider's opinion conflicts with the original medical certification, the College at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The college may require subsequent medical recertification on a reasonable basis, but not more frequently than every thirty (30) days.

I. Intermittent and Reduced Schedule Leave.

I. 1. Faculty granted leave due to the serious health condition of a covered relation may take the leave on an intermittent or reduced basis provided: 1) such leave is medically necessary; 2) the Faculty member gives reasonable notice of the need for intermittent or reduced leave; and 3) the Faculty member makes reasonable efforts to schedule the leave in a manner that

does not unduly disrupt the College's operations. Faculty granted leave for the birth or placement of a child may take intermittent or reduced leave only with the consent of the College. Leave for the serious health condition of parents-in-law however, must be completed within twenty-four weeks of the first day of leave. Faculty members must consult with the Division Dean prior to scheduling reduced leave.

I. 2. If either intermittent or reduced leave is unpaid, the College will reduce the Faculty member's salary based on the amount of time actually worked. In addition, while on an intermittent or reduced schedule leave, the College may transfer the Faculty member to an available alternative position which better accommodates the recurring leave and which has equal pay and benefits.

J. Reporting While On Leave. Faculty taking leave to care for a covered relation with a serious health condition must contact Business Office on the third Monday of each month regarding the status of the condition and their intention to return to work.

ARTICLE XXVI

GRIEVANCE PROCEDURE

A. Grievance: A grievance is a claim, complaint or dispute arising out of the collective bargaining agreement which is based upon an event which involves a condition of employment, and interpretation, application or violation of policies, agreements or administrative decisions affecting members of the bargaining unit or the Federation.

B. Procedure. In the event a faculty member, group of faculty members for the Federation believes there is a basis for a grievance, the party or parties involved shall:

B. 1. Informally discuss the grievance with the Dean of Instructional Services.

B. 2. If as a result of the informal discussion, a grievance is unresolved, the Federation may invoke the formal grievance procedure on the form provided by the Federation and signed by Federation and the Grievant(s).

B. 3. A formal grievance shall be filed with the VP of Academic Affairs within twenty-five (25) work days of its occurrence, or the date when the Federation and/or Faculty member became aware or should have become aware of the grievance.

B. 4. The time limitation shall apply to any violation that has occurred in the past and continued up to the time the grievance procedure is initiated if the Federation or the grievant reasonably should have known of its existence.

C. Grievance Level One: Within ten (10) work days of the filing of the grievance, the VP of Academic Affairs or designee shall meet with the Grievant and his/her Federation representative in an effort to resolve the grievance. The VP of Academic Affairs or designee shall issue to the Federation a decision on the grievance, in writing, within ten (10) workdays of the grievance meeting.

D. Grievance Level Two. If the Federation is not satisfied with the disposition of the grievance by the VP of Academic Affairs or designee or if no disposition is made within the time

limits in Level One, the Federation shall transmit the grievance to the President by filing a written copy thereof within ten (10) work days from the receipt of the VP of Academic Affairs' decision. The President shall issue a decision on the grievance within fifteen (15) calendar days. If the grievance is denied, the President shall state the reasons for doing so. Grievance Level Two does not preclude a meeting between the Federation and the President regarding the grievance.

E. Grievance Level Three. If the Federation is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within the period provided in Level Two, the grievance may be submitted to arbitration within ten (10) calendar days from the date of receipt of the President's decision or at the expiration of the time limit stated in Level Two. To initiate arbitration, the Federation shall send a certified letter to the New Jersey Public Employment Relations Commission with a copy to the College President.

F. Arbitration.

F. 1. The arbitrator shall submit a written decision within thirty (30) calendar days of the hearing.

F. 2. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the Agreement. All parties agree to be bound by the decision of the arbitrator.

F. 3. The arbitrator's fees and expenses shall be shared equally by the Board and the Federation.

F. 4. When arbitration hearings are held during work hours, the Grievant, a Federation representative and necessary witnesses shall be excused without loss of pay.

G. Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next level or arbitration within the time limits set forth herein. Time limits at each level may be

extended by mutual consent in writing. Verbal time extensions cannot be considered valid under the terms of this Agreement.

H. No reprisals of any kind shall be taken against any unit member for participating in any grievance.

I. The College agrees to furnish any documents as may be reasonably and lawfully required to process grievances in accordance with this Article.

J. A grievance may be withdrawn at any level.

K. In the event that a grievance originates at the President's level, then the grievance shall commence with the VP of Academic Affairs (Level Two described in paragraph D above).

ARTICLE XXVII

COPIES OF AGREEMENT

A. Copies of this agreement shall be reproduced by the Federation. The Federation agrees to distribute copies of the agreement to all full-time faculty now employed or hereafter employed, upon notice of appointment by the College.

B. The Federation agrees to furnish fifty (50) copies of this agreement to the College upon duplication.

C. The College agrees to reimburse the Federation for the actual cost of printing its fifty (50) copies of this contract. The Federation will submit to the College a copy of the vendor invoice prior to any reimbursement.

D. The Federation will provide the College with a standard computer diskette containing the electronic version of this agreement.

ARTICLE XXVIII

NEW FACULTY

A. Three (3) weeks prior to start of classes of each semester, the College shall provide to the Federation an updated roster of all faculty which includes the following data: Name and address of faculty member; position; academic rank; effective employment date; and annual salary.

B. If a candidate accepts a faculty position after the time period specified above, the College will send to the Federation an updated roster no later than one (1) week after the new faculty member accepts the position.

ARTICLE XXIX

EVALUATION OF TENURED FACULTY

A. Faculty, in their tenure review year, will not be required to prepare a self-evaluation. Following the award of tenure (January), faculty will prepare a “Statement of Goals and Objectives” for the next academic year, submitting same to the Division Dean or his/her designee by September 15.

B. By April 15 of each year, the tenured faculty member will submit a self-evaluation, not to exceed three pages, to the Division Dean. The self-evaluation will address Professional Development, Teaching Excellence, Demonstrated Leadership, Student and Community Involvement, and will assess the tenured faculty member’s goals and objectives for the current year, and new goals and objectives, if any, for the ensuing year. The Division Dean will respond to the self-evaluation in writing prior to the end of the Spring semester.

C. The Division Dean, or his/her designee, will conduct one formal classroom observation every two years according to existing College practice. A written report shall be furnished to the faculty member within 15 working days. Faculty may respond to the observation within 15 working days and such response will be attached to the report and placed in the personnel file. The Division Dean reserves the right to attach a rejoinder to the faculty response and will copy the faculty member.

D. Faculty may be observed by a peer. The peer review will be placed in the personnel file. The Division Dean will be informed of the planned peer review in writing.

E. An annual personal interview may be requested by either the tenured faculty member or the Division Dean.

F. Tenured faculty will request that student evaluation forms be distributed at least once every four semesters. Additional forms are to be distributed as may be necessary to support a tenured faculty’s candidacy for promotion.

G. All annual evaluation documents of tenured faculty shall be forwarded to the office of the Vice President of Academic Affairs for his/her review. Such documents shall also be maintained in the office of the Vice President of Academic Affairs.

ARTICLE XXX

RIGHTS TO INTELLECTUAL PROPERTY

A. Definition. Intellectual property, for the purposes of this agreement, shall be defined as follows:

A. 1. Intellectual property includes, but is not limited to, any matter subject to trademark, copyright, or patent protections under current United States statutes and/or international conventions to which the Government of the United States is a co-signor.

A. 2. Intellectual property includes, but is not limited to the following categories: Books, texts, Articles, Essays, Monographs, Glossaries, and Bibliographies; Lectures, Syllabi, Course Outlines, Laboratory Manuals, Testing Materials, Study Guides, and Instructional and/or Teaching Aids; Filmstrips, Charts, Transparencies, Slides, and other Audio-Visual Aids; Computer-Aided Instruction Software and Hard-copy Materials; Computer Programs; Literary Compositions, including Novels, Plays, Film Scripts, and Poems; Musical, Dance, Theatrical and or other Performance Compositions; Cinematography; Video and Audio Recordings; Live Video and Audio Broadcasts; Drawings, Paintings, Collages, Sculptures, and other Works of Art; Photographs; Unpublished Manuscripts, Work Papers, and other Draft Compositions; Electronic Digital and/or Analog Data Configurations and/or Transmissions of any and all of the aforementioned categories.

B. College Ownership and Legal Transfer of Intellectual Property.

B. 1. All intellectual property created by faculty as part of their compensated employment by the College for use under the terms and conditions of their said employment shall remain the sole and exclusive property of the College until such time as the College may decide to formally and legally transfer ownership of such property to a faculty member,

B. 2. All intellectual property created by faculty as part of their compensated employment by the College including computer software, produced, using the facilities and/or

financial and/or technological and/or physical and/or personnel resources of the College, for the benefit of and/or distributed to the College's students as part of the presentation of a scheduled course or other College-sponsored event, or for any other purposes, shall remain the sole and exclusive property of the College until such time as the College may decide to formally and legally transfer ownership of such property to a faculty member and/or other parties as set forth herein.

B. 3. Individual faculty members who create intellectual property as part of their compensated employment by the College for use under the terms and conditions of their employment shall have the option to purchase the rights to such property at a time and price mutually agreed upon and determined by the parties. Once such a formal and legal transfer of said property has taken place, the property shall not, thereafter, be leased back to the College for its own use.

B. 4. In the event that a third party expresses an interest in acquiring the College's rights to intellectual property created by an individual faculty member under the terms and conditions of their compensated employment, said faculty member shall have the right of first refusal to purchase the property under B.3 above in the event that the College is prepared to relinquish its own property rights claim.

C. Faculty Ownership and Legal Transfer of Intellectual Property

C. 1. Any intellectual property created by faculty outside the terms, conditions, and time periods of their employment by the College for personal uses shall remain their sole and exclusive property until such time as they may decide to transfer such property to the College as set forth herein. The creation of such property shall be construed as "outside employment."

C. 2. In the event that a faculty member distributes material previously copyrighted or trademarked by said faculty member to one of her/his assigned College classes, such material

shall be clearly marked as the faculty member's personal intellectual property copyrighted and/or trademarked in accordance with applicable legal statutes.

C. 3. The use of such property (as described in C.2) by faculty under the terms and conditions of their employment shall not be construed as a lease, implied or otherwise, of the property to the College for which remuneration can be realized.

C. 4. If a faculty member develops unique or innovative intellectual property, independently of the terms and conditions of her/his employment by the College, which can be used to support or enhance the mission of the College, the College may legally contract with an individual faculty member to license the rights to that property. The mutually agreed terms and conditions of such sale or lease shall be set forth in a formal contract for sale or lease to be signed by the appropriate principals or their legal representatives.

D. College Sponsorship of Unique/Innovative Instructional Resources/Products

D. 1. At the start of the Fall semester of each year, the President will, if fiscal resources permit, announce a Request for Proposals of the "Creation and/or Development of Unique/Innovative Instructional Resources/Products" through a competitive granting of funds to develop such resources in accordance with the following provisions. The announced Request for Proposals will set forth guidelines for the application and review process, including the amount of money available for such development, provisions relating to Proposal Elements, and Criteria for project funding awards.

D. 2. All proposal submissions will be reviewed by the College's Professional Development Committee. The Committee shall determine both the number of awards, including the successful proposal applications, and the scope of each consistent with the announced funding available.

D. 3. Award decisions will be made no later than October 15th and February 15th in the same academic year. Projects will be funded no later than November 1st and March 1st.

Successful applicants shall have through July 30th to complete the funded project. Project materials shall be ready for instructional use at the College at the start of the subsequent academic year. A six-month extension of the completion date may be granted by the College upon written request by the faculty member.

D. 4. The results of each year's competition shall remain the sole and exclusive property of the College subject to all copyright and/or trademark restrictions in accordance with applicable statutes.

D. 5. Faculty members responsible for the development of said unique and/or innovative instructional/teaching materials may elect to purchase the property rights thereof for their sole and exclusive use, one year after the exclusive use of said materials in College courses taught by the faculty person who developed said materials. The cost to the faculty member shall be the exact amount of the original project grant award. However the subsequent use of such property by said and/or any other faculty member, under the terms and conditions of their employment, shall not be construed as a lease, implied or otherwise, of the property to the College for which remuneration can be realized. Once the faculty member has secured the property rights to the project materials, s/he may market them anywhere and to anyone, other than the College, without having to pay royalties to the College.

ARTICLE XXXI

EFFECT OF CONTRACT

A. This Agreement is in lieu of all other contracts or understandings, including individual employment contracts with respect to wages, hours, rate of pay or other conditions of employment heretofore or now existing between the parties, and the College shall not be bound by anything not expressed in writing, subject to any obligation imposed by N.J.S.A. 34:13A-5.3 or the Education laws of New Jersey.

ARTICLE XXXII

DURATION

This Agreement shall become effective as of June 1, 2005 and shall remain in full force and effect until 12 midnight May 31, 2009. This Agreement shall be automatically renewed from year to year unless either party gives written notice by registered mail of its desire to terminate or modify this Agreement at least sixty (60) days prior to the expiration date herein or any subsequent annual renewal period.

IN WITNESS WHEREOF, the parties executed this Agreement on this the _____ day of _____, 2005.

FOR THE FEDERATION

FOR THE COLLEGE

By: _____
Naomi Miller
SCCFF President

By: _____
Bradley M. Gottfried, President & CEO

Anthony Balzano
Lead Negotiator

Robert Vandenberg, Chair
SCCC Board of Trustees

SIDE LETTER OF AGREEMENT

NEGOTIATIONS AND STATUS QUO ITEMS

All remaining terms and conditions of employment not contained herein shall remain *status quo* as established by the faculty handbook or past practice. The College will not alter or modify the terms of the *status quo* items for the duration of the agreement. This provision, however, will not prevent either party from proposing changes in the *status quo* items, and upon mutual agreement only, the parties will meet to discuss changes in the *status quo* items.

SIDE LETTER OF AGREEMENT

INTERACTIVE TELEVISION COURSES

In as much as issues of Interactive Television Courses are new to the institution, the College and the Federation agree to meet the institution's need for educational programming and the Faculty's need for fair and equitable compensation. The College and the Federation further agree that the initial arrangements made between the Federation and College for the Fall 1996 semester for one faculty person do not set a precedent and that the College and the Federation will jointly revisit these issues each semester in order to develop an equitable agreement.

SIDE LETTER OF AGREEMENT

EMERGENCY PROCEDURES FOR TEMPORARILY FILLING FULL-TIME

FACULTY POSITIONS

In the event that a position previously held as a full-time faculty line should temporarily be assigned as a part-time position, the College shall inform the Federation prior to any appointment being made. Such alteration in the structure of a faculty position shall only be made in cases of emergency and on a temporary basis. For the purposes of this article, temporary is defined as one (1) year and may be extended under extenuating circumstances following discussions and consultation with the Federation. This agreement also applies to full-time faculty hired in the Lecturer position.

