

Q-0053

9-1-71
8-31-73

AGREEMENT BETWEEN

THE

BOARD OF TRUSTEES OF SOMERSET COUNTY COLLEGE

AND THE

FACULTY ASSOCIATION OF SOMERSET COUNTY COLLEGE

FOR THE ACADEMIC YEARS 1971-1972 and 1972-1973

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PREAMBLE

This agreement is hereby entered into between the Somerse County College Faculty Association, hereinafter referred to as the "Association", and the Board of Trustees of Somerset County College hereinafter referred to as the "Board", for the period beginning September 1, 1971, and ending August 31, 1973.

The Board hereby recognizes the Association as exclusive negotiating representative for those employees holding the positions described by title on Exhibit A which is appended and made a part of this contract.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing quality higher education for the students of this college 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 members of the faculty are particularly qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President, and

WHEREAS, the Board and the Representatives of the Association have agreed upon the terms of an agreement between them and have reached certain understandings which they desire to express in this agreement, and

WHEREAS, the Board has a statutory obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ASSOCIATION RIGHTS AND PRIVILEGES

A. Definitions:

1. The term "Association" as used herein shall refer to the Somerset County College Faculty Association.
2. The terms "Faculty" and/or "Professor(s)" and/or "Administrators" as used herein shall apply to professional employees and administrators where appropriate or represented by the Association unless otherwise specified.
3. The term "Board" as used herein shall refer to the Somerset County College Board of Trustees, or their representative(s).

- B. Pursuant to Public Laws of 1968, Chapter 303, of the State of New Jersey, the Board hereby agrees that all faculty members have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty

member in the enjoyment of any rights conferred by the Act or other laws of New Jersey or the Constitutions of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

- C. Duly authorized representatives of the Association shall be permitted to transact official Association business and conduct meetings on College property at reasonable times. Reasonable times shall be defined as such time which does not interfere with the professional responsibilities of the representative.
- D. Whenever any representative of the Association or faculty member is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- E. The Association and the Board shall have the right to post notice of matters of concern on a faculty bulletin board. The Association may use faculty mailboxes for communications to the members.
- F. The Association may use College facilities and equipment, including typewriters, mimeographing machines, or the duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when equipment is not otherwise in use. Payment shall be made annually for the use of such equipmen

and supplies at reasonable rates for comparable equipment and supplies. The Association shall be liable for damage to any equipment used for said purposes.

- G. The provision of this Agreement shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- H. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and building program.
- I. Official faculty personnel files shall be maintained and all information relative to the competencies, achievements, research performances, and contributions of an academic, professional, or civic nature shall be included therein. At least once during the academic year, a faculty member shall be given the opportunity to review the contents of the file upon formal application.
- J. The Association's rights and privileges shall extend to the life of the College in general, to the welfare of the students, to the College's image and to the political conditions of the State or the Nation where those conditions might affect the welfare of the faculty or their conditions of employment.
- K. The Board and the Association hereby agree that the College Senate of Somerset County College, as duly constituted, shall be responsible for making recommendations to the President

on educational philosophy. Such recommendations shall be forwarded by the President to the Board and be weighed very heavily by the Board in its policy deliberation and determination.

ACADEMIC FREEDOM AND TENURE

- A. Both parties to this agreement have declared their commitment to sustain the principles of academic freedom which are essential to an environment of learning and are set forth by the American Association of University Professors in its 1940 Statement of Principles on Academic Freedom and Tenure, as amended. In addition, the faculty possesses:
1. Freedom in research and publication.
 2. Freedom in the classroom to discuss controversial issues relating to his subject.
 3. Retention of all of his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.
- B. Tenure - Tenure in New Jersey County and Community Colleges is established by law and the statutes applying thereto provide adequately for the individual faculty member.

be assigned a full teaching load to be compensated on the basis of a part-time salary schedule. Except adjunct faculty, a faculty member assigned a full load shall carry academic rank.

- E. A faculty member shall be considered a probationary employee until tenure is granted and ineligible to apply for a formal grievance hearing if not reappointed during the probationary period. At the time the issuance of the tenure contract is due, and the President of the College fails to recommend a faculty member for reappointment and therefore to a tenure contract, then at that time the President shall notify the individual faculty member of the reasons for the President's failure to recommend such faculty member. Non-teaching personnel may exercise the right of grievance if a fifth contract does not issue.
- F. The Board of Trustees agrees to hire and promote in such fashion that would result in what the Board determines to be a balanced faculty in terms of rank. Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law. In making appointments, the Board of Trustees shall act upon the recommendation of the President, which is made after appropriate consultation with faculty and administrative officials.

APPOINTMENT AND RETENTION OF FACULTY

- A. Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law. In making appointments, the Board of Trustees shall act upon the recommendation of the President, which is made after appropriate consultation with faculty and administrative officials.
- B. When a prospective employee accepts a position at Somerset County College, he shall be provided with a copy of this agreement and on an individual contract containing, but not limited to, the following:
1. Position description.
 2. Dates for which employment is effective.
 3. The salary rate stated in annual terms as well as a proration where applicable.
 4. The name and address of the employee.
 5. Academic rank (where appropriate).
- C. Notices of intent of reappointment or non-reappointment shall be given in writing not later than February 15 of the first academic year of service and not later than January 2 on second and third year appointments.
- D. In the College's rapid growth situation, it may become necessary to hire full time faculty for a portion of the academic year. A person so hired shall be paid a proportionate amount of an academic year salary. He shall be afforded the privileges of a full-time faculty member except tuition reimbursement and medical exam benefits. Normally, a faculty member shall not

ACADEMIC AND EXPERIENCE REQUIREMENTS FOR
PROMOTIONS

Promotions

- A. Promotion discussions shall be governed by the following broad and interrelated factors (not exclusively):
1. Effective teaching (or performance of one's primary duty)
 2. Student guidance
 3. Intellectual achievement and professional development
 4. Contributions to the College
 5. Other professional activities related to the individual's discipline.

The Professional Standards Committee is charged with the responsibility for evaluation and recommendation of faculty for promotion. The committee shall be composed of:

1. The Dean of the College
 2. Three senior faculty members appointed by the President
(No one may serve on the Professional Standards Committee who is under consideration for a promotion.)
 3. The division director of the Candidate's Division
- B. It is the policy of the Board to promote from within the College organization in non-teaching positions where the individual meets the prescribed requirements for the position. Full consideration shall be given to administrative employees applying for higher level jobs within the College.
- C. When the interests of the College require it, the Committee shall be able to consider such other factors as it may deem desirable.

Faculty Evaluation Criteria

The Faculty Evaluation Criteria will be used in every case involving promotion from one rank to another. Instructors will be first evaluated for promotion after two years of service in rank, and each year thereafter.

The Dean of the College will advise each Division Director annually of the individuals who are eligible for promotion the following academic year. All candidates for promotion will be presented by the Division Director to the Professional Standards Committee with his recommendations. The Dean will forward recommendations from the Professional Standards Committee to the President, and he to the Board of Trustees.

The Faculty Evaluation Criteria Sheet will be completed for all candidates for promotion. In addition, certain additional requirements listed below must be met for promotion to the rank of associate professor and full professor.

Promotion To Full Professor

1. Continued evidence of teaching ability.
2. Additional study beyond the Master's Degree either with or without credit equivalent to 30 credits or non-academic work in one's personal field or travel for serious purpose.
3. Achieving a terminal degree or its equivalent in academic or industrial areas.

OR

A major contribution to the College by demonstrating administrative ability or other academic accomplishment.

OR

Publication of paper (or papers) in recognized journals pertaining to a candidate's academic field or publication of a book(s) or monograph(s).

4. Active participation, beyond membership and meeting attendance in professional societies or organizations.
5. Sabbatical leave to do research, travel, or writing should have been taken, or one or more summers should have been devoted to these activities.

Promotion to Associate Professor

Primary Criteria

1. Continued evidence of teaching ability.
2. Additional recent study in discipline beyond the Master's Degree either with or without credit equivalent to 20 credits or non-academic work in one's personal field or travel for serious purpose. Fulfillment of all criteria in this section is not necessary for promotion.
3. A major contribution to the College through administrative and academic leadership or other academic accomplishment.
4. Active participation, beyond membership and meeting attendance in professional societies or organizations.
5. Publication of paper (or papers) in recognized journals pertaining to a candidate's academic field or publication of a book(s) or monograph(s).

FACULTY EVALUATION CRITERIA

Check List for Section B - Professional Development

- 1. What institutional reserach have you done in past year?
- 2. Are you presently engaged in graduate work? Yes No
If Yes, give details

If No, give last year of formal graduate education.

3. What have you published?	Where?	When?
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 4. Professional Activities: List current memberships in professional organizations.

List meetings attended during past year:

Indicate participation in activites of professional organizations

- 5. List professional attainments such as C.P.A., Engineer's License (citations received during past year):
- 6. List travel experience directly related to teaching improvement engaged in during past year:
- 7. List seminars, institutes and similar meetings attended during past year:-
- 8. Did you engage in any speaking or teaching assignments other than regular Somerset County College duties?

Name

Teaching Effectiveness ----- 55%

- 1. Effective classroom presentation and techniques, e.g., clear, well-organized lectures, use of audio-visual aids, adhering to course syllabus, etc. 20 _____
- 2. Fair, comprehensive thought-provoking exams which take adequate time to complete 5 _____
- 3. Rational grading system 5 _____
- 4. Providing course outlines and other materials for student use 5 _____
- 5. Discipline and respect 5 _____
- 6. Stimulating student use of library; knowledge of library resources collaboration with library staff in utilizing library 5 _____
- 7. Punctuality 5 _____
- 8. Stimulating student use of community resources 5 _____

Professional Development ----- 25%

- 1. Creative scholarship, such as teaching innovations, extra-curricular speaking, writing for publication, etc. 5 _____
- 2. Scholarly advancement, current attendance at graduate school for advanced degree 5 _____
 - a. Attainment of advanced degree in year before appraisal (bonus points)
- 3. Institutional research, e.g., in area of course content, student achievement, etc. 4 _____
- 4. Utilizing college-supported opportunities, e.g., sabbatical, professional meetings 3 _____
- 5. Membership and participation in professional organizations 3 _____
- 6. Professional attainments during academic career: a. Certificates, Licenses (CPA, Engineer's), b. Research and experience related to academic field, e.g., industrial research and experience 3 _____
- 7. Travel for teaching improvement 2 _____

Helping the Student ----- 10%

- 1. Counseling the students 5 _____
- 2. Encouraging the students' interests 5 _____

Cooperation with the College ----- 10%

- 1. Prompt compliance with rules and regulations 1 _____
- 2. Grades and student forms filed correctly and punctually 1 _____
- 3. Syllabi and credentials on file 1 _____
- 4. Prompt compliance with requests for student evaluation forms 1 _____
- 5. Absences reported on time 1 _____
- 6. Cooperation with administration, staff, dept. heads, faculty 1 _____
- 7. Suggestions for improvements in college operations 2 _____
- 8. Attendance at faculty and committee meetings 1 _____
- 9. Participation in, contributions to faculty meetings 1 _____

Each subcriterion is allotted a number of points consistent with its importance to all other criteria. The evaluator should grade an instructor on each item within the range of one (1) to the limit of the points allotted.

I agree with the above. ()
 I take exception to the following: ()

 Faculty Member Signature

HIRING CRITERIA

Laboratory or Technical Assistant	Associate degree or equivalent	No experience required.
Teaching or Library Assistant	Bachelor's degree or equivalent.	No experience required.
Instructor:	Master's degree in appropriate subject area. In certain specialized fields, a bachelor's degree, business, or field experience may be acceptable as a substitute. For all ranks above the level of instructor, college teaching experience will be a requirement for all teaching faculty members. Teaching, laboratory and technical assistants are outside the faculty rank system.	
Assistant Professor:	Four (4) years of college teaching or equivalent experience. Except in special cases, a teacher will be expected to serve a minimum of 3 years as instructor. Also, he must have a Master's degree and 10 credits toward a doctorate. Two or more years of acceptable industrial or business experience above minimum experience requirements may be considered equivalent to the 10 credits toward the doctorate.	
Associate Professor:	Six (6) years of college teaching or equivalent experience. Except in special cases, a teacher will be expected to serve a minimum of 4 years as assistant professor. Also, he will be required to have a Master's degree and 20 hours	

toward a doctorate. In specialized fields, six or more years of industrial experience above the minimum experience may be considered the equivalent of the Master's degree and all doctoral work except thesis.

Professor:

Eight (8) years of college teaching or equivalent experience. Except in special cases, a teacher will be expected to serve a minimum of 5 years as associate professor. Also, he must have earned a doctorate degree or earned 30 credits beyond the masters. The Board of Trustees, upon the recommendation of the President, may waive the requirements of the doctorate in specialized fields in which advanced graduate work on this level is unusual or unavailable. Recognized achievement in specialized fields may be accepted in lieu of advanced degrees.

At the time of initial hire, credit for previous collegiate teaching experience, equivalent teaching experience other than college teaching, and equivalent business or industrial experience is granted and is therefore not to be cumulated for consideration of promotion. In equating equivalent experience, one year of college teaching experience is the equivalent of two years of high school teaching or business experience.

Degrees earned and/or experience should be in subject field or equivalent for which faculty member is hired to teach.

The Board of Trustees, upon the recommendation of the President, may waive the requirements of the doctorate in specialized fields in which advanced graduate work on this level is unusual or unavailable. Recognized achievement in specialized fields may be accepted in lieu of advanced degrees.

Credit for teaching experience at the rank of instructor or above at another collegiate institution is given for all promotions.

In specialized fields, six or more years of industrial experience above the minimum experience requirements may be considered the equivalent of the Master's degree and all doctoral work except thesis.

Two or more years of industrial or business experience above minimum experience requirements may be considered equivalent to the 15 credits toward the doctorate.

In certain specialized fields, a bachelor's degree, business or field experience may be acceptable as a substitute.

No credit is given for adjunct teaching experience in consideration for promotion.

SALARY POLICY AND SALARY SCHEDULE

- A. All faculty appointments and re-appointments shall be made in accordance with the salary schedule approved as part of this agreement. In view of the Executive Order No. 11615 for the stabilization of prices, rents, wages, and salaries promulgated by the President of the United States pursuant to the Economic Stabilization Act of 1970, which Order does not permit any wage increases at least for the period ending November 12, 1971, and since it is unknown at this time whether such Order will be extended or whether there will be legislation enacted pursuant to such Act or additional legislation enacted by the Congress of the United States, the salary schedule under this agreement which would have become effective commencing September 1, 1971 shall not become effective until it can become effective by law. Therefore, the salary schedule shown for the years 1970-71 shall remain in effect until such salary can be legally adjusted upward. Any salaries payable hereunder shall be retroactive in the event permitted by law. The terms of new legislation or additional executive orders, proclamations or promulgations by appropriate governmental authorities shall in each instance govern the amount of wage increase in the event that such law, executive order, proclamation or promulgation shall be less than the increase shown on the accompanying schedules.
- B. The salary schedule shall be printed annually and distributed each member of the faculty. A copy of the salary schedule is available to applicants for employment.

- C. Non-teaching professionals (including librarians) shall have the option of requesting a 10-month instead of a 12-month contract--the salary and benefit formula being X months salary equals the 12-month salary divided by 12 and the answer multiplied by the number of months to be worked--except in cases where the immediate supervisor deems it is not feasible for such a reduced work period.
- D. Faculty shall be paid eighty percent (80%) during the first year of this agreement and seventy-five percent (75%) during the second year of this agreement of their pro-rata salary based on either ten (10) courses or 30 credit hours per academic year for any overload, weekend and summer teaching assignments. First semester overload shall only be paid on loads over sixteen and one-half (16-1/2) credit hours and total overload shall only be paid on loads over thirty (30) credit hours per academic year. No payment shall be returned in the event that the first semester load is over sixteen and one-half (16-1/2) credit hours. Overload shall not exceed one course per faculty member per semester. One evening course per semester shall be considered in load except that every effort will be made to consider personal situations of individual faculty members when assigning evening courses.
- E. Faculty promotions shall not result in any diminishment of compensation by reason of such promotion and a promotion shall result in an increase of at least one percent (1%) above the scheduled increase upon the effective date of such promotion.

SCHEDULE A
SOMERSET COUNTY COLLEGE
FACULTY
10 MONTH APPOINTMENTS

<u>1970-71</u>	<u>1971-72</u>	<u>1972-73</u>
		\$ 8,867
\$ N/A	\$ 8,867	9,656
8,560	9,322	10,152
8,900	9,692	10,555
8,982	9,781	10,652
9,437	10,277	11,192
9,892	10,772	11,731
10,119	11,020	12,001
10,272	11,186	12,182
10,347	11,268	12,271
10,802	11,763	12,810
11,256	12,258	13,349
11,711	12,753	13,888
11,825	12,877	14,023
13,530	14,734	16,045
14,099	15,354	16,721
14,213	15,478	16,856
15,577	16,963	18,473

SCHEDULE B

SOMERSET COUNTY COLLEGE
ADMINISTRATIVE PERSONNEL
12 MONTH APPOINTMENTS

1970-71

1971-72

1972-73

\$ 9,000
10,300
11,324
12,507
13,644
13,735

\$ 9,000
9,801
11,217
12,332
13,620
14,858
14,957

\$ 9,000
9,801
10,673
12,215
13,430
14,832
16,180
16,288

SCHEDULE C

SOMERSET COUNTY COLLEGE

TEACHING ASSISTANT/TEACHING PERSONNEL

10 MONTH APPOINTMENTS

1970-71

1971-72

1972-73

\$ 6,595
6,798
6,935
7,049

7,390
7,816
8,528

\$ 6,798
7,182
7,403
7,552
7,676

8,048
8,512
9,287

\$ 6,798
7,403
7,821
8,062
8,224
8,359

8,764
9,270
10,114

TEACHING LOAD

The Somerset County College teaching faculty shall not be required to teach beyond 30 credit hours per academic year* or be assigned an unreasonable schedule, it being recognized by the parties that the teaching faculty has the obligation, among others, to be available to students, to assume normal committee assignments, and to engage in community service.

The Faculty Association and the Board commit themselves to continue to test and validate the Workload Formula, appended here, and to that end agree to establish a committee to carry out such testing and validation.

This Committee will consist of seven members: The President of the College; 3 members who will be appointed by the President of the College; and 3 who will be appointed by the President of the Faculty Association in consultation with the Executive Council. These 3 shall be senior faculty members. The President of the College shall be the Chairman of this Committee. Only in the event of a tie vote shall the President cast the seventh vote. The functions of this Committee shall be to study and seek verification of the formula, set standards, and submit a recommendation to the President of the College, no later than May 1, 1972, for implementation. It shall have freedom to suggest improvements to the formula and, if feasible, recommend alternative formulae.

* A credit hour is one hour (50 minutes) a week of lecture or class instruction (laboratory time excluded) on the part of the instructor which requires preparation in addition to class time. Credit equivalent in ratio is granted for laboratory, team teaching, field work, large groups, or other types of instruction. This credit hour equivalency will be determined by the appropriate division director with the approval of the Dean of the College after consultation with the President.

Both parties agree that a load formula will take effect in September, 1972, upon approval by the President, in consultation with the Committee. The thirty credit-hour load per academic year will prevail in the 1971-72 academic year.

INSURANCE AND MISCELLANEOUS BENEFITS

A. Health Insurance

1. Each faculty member shall receive, at no cost to the faculty employee, full family coverage for eligible dependents under the New Jersey Public School Employee's Benefit Plan, (New Jersey Blue Cross - Blue Shield) as provided in the program offered by the State of New Jersey.
2. Each faculty member shall be entitled to a reimbursement of up to \$25.00 for the purpose of obtaining a general physical examination each year. To obtain this benefit, a faculty member must have his physician sign a College form indicating that the general physical examination has been conducted.

B. Illness, Death or Maternity

1. Three days bereavement leave shall be granted to faculty members in the event of death in the immediate family (mother, father, wife, husband, son, daughter).
2. All faculty members shall be entitled to 12 days of sick leave per academic year. Sick leave will be accumulative to 100 days to be used in subsequent years as needed. The Board may require proof of extended illness. Cumulative sick leave shall not be paid upon termination of employment.
3. Maternity leave without pay shall extend from the end of the sixth month of pregnancy to a period not exceeding 90 days after termination of pregnancy. Within the 90-day period,

the faculty member must inform the College in writing of her intention to return not later than the start of the next regular academic year following the 90-day expiration date. At no time will maternity leave be considered as sick leave.

C. Educational Benefits

1. A faculty member shall be entitled to reimbursement of tuition for graduate studies equal to twelve credits in any period beginning in September and ending in August except that first year personnel will be limited to six credits per year, not more than one course in any semester; these shall be at the existing graduate credit hour rate for Rutgers, the State University. A reimbursement of tuition of up to \$45 per credit hour shall be made in instances where other institutional credit hour rates exceed the Rutgers' rate. All courses taken must be in a degree program or be work related as determined by the Board. A faculty member shall reimburse the College (on a pro-rata basis) for courses not completed. In no case shall the Board pay for thesis or dissertation continuation

D. Insurance Coverages

1. If the College requires a faculty member to operate his personal motor vehicle in the performance of regular business of the College, the College shall pay ten cents (10 cents) per mile to cover all expenses, including insurance, paid by the faculty member. However, before using his personal vehicle, a faculty member agrees to provide a minimum of 7 working days advance notification to reserve a College vehicle.

2. Each faculty member shall receive the right of prepayment of premiums of all insurances to which he is entitled prior to or during any officially approved leave of absence with pay.
3. The Board shall maintain sufficient personal and liability insurance for all faculty members while they are conducting official College business. The personal insurance coverage accruing to a faculty member shall be that term insurance provided in conjunction with the retirement system through the State of New Jersey. The Board shall insure against any civil action that would be brought against any faculty member for any act or omission arising out of and in the course of the performance of his duties of his office, position or employment.

FACULTY-FACILITIES

- A. The Board agrees to provide the faculty with office space of such a nature that the Counseling of students can be conducted in a satisfactory manner.
- B. Telephones - In or near the faculty work areas or offices, telephones will be conveniently placed; however, no attempt will be made to adhere to a fixed ration of telephones per faculty members.
- C. Faculty Lounges - There shall be adequate faculty lounges. These should be comfortable and quiet.
- D. Conference Rooms, etc. - There will be adequate conference rooms available to the faculty for purposes or departmental meetings, special meetings and the like.
- E. Library, Supplies, Equipment, Storage, Special Purpose Rooms - So far as budgetary considerations allow, the Board will attempt to provide adequate space for supplies and storage as well as special purpose rooms and equipment rooms.
- F. Rest Rooms - Adequate rest rooms shall be provided.
- G. Special Services - Duplicating, secretarial, etc. - The faculty shall be provided with secretarial and clerical assistance.

SABBATICALS AND LEAVES OF ABSENCE

A. Sabbaticals

1. The Sabbatical leave is designed to furnish opportunity for professional and intellectual development of all faculty (teaching and non-teaching) through study, travel and research.
2. Faculty members shall be eligible for one year of Sabbatical leave after the completion of six (6) academic years at Somerset County College.
3. Full pay for one semester or half pay for two semesters shall be provided by the College at the option of the faculty member, after six (6) years. A faculty member may apply for Sabbatical leave, stating how such leave will fulfill objectives of #1 above, and be recommended by his division director to the Dean of the College. The President will consult with the Dean of the College and forward recommendation for Sabbatical leave to the Board of Trustees for action.
4. The recipient of a Sabbatical leave retains such rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he is obligated to return to continue his employment at the College for at least one academic year after completion of his Sabbatical leave. The recipient may accept a grant, fellowship or similar monies usually identified with graduate or post-doctoral study, but employment during Sabbatical leave for increased income is incompatible with the purpose of this program.
5. The Board endorses the principle of the Sabbatical and pledges to implement it.

B. Leave of Absence (Without Pay) - Any faculty member on tenure may apply for a leave of absence without pay. Application should be filed with the appropriate division director who will review the application and submit it with his recommendations to the Dean of the College for transmission of his recommendations to the President. The President of the College will transmit the application, with his recommendations, to the Board of Trustees. Statute law provides for the continuity of benefits under certain leaves of absences and conditions.

ADDITIONAL GENERAL CONDITIONS

- A. Teaching Hours - Except in unusual circumstances, the College will assign an instructor(s) courses within an 8-hour span.
- B. Calendar - The academic calendar shall begin August 27, 1971 and extend to May 18, 1972 and August 28, 1972 and extend to May 19, 1973.
- C. Office Hours - Teaching faculty shall maintain at least four (4) hours per week for consultation with students.
- D. Attendance at College Functions - Faculty members attending those functions for which academic attire is requested shall have said attire furnished by the College at no charge. Faculty members must attend certain scheduled functions of the College. Failure to attend such required functions, without notice, if cost is entailed shall result in a billing to the absent faculty member.
- E. Employment of Relatives - The College has adopted the following statement regarding the employment of members of the same family:

As a general rule, Somerset County College will not employ two members of the same family. Exceptions are made only in unusual circumstances when there is no question of the individual qualifications of each member of the family and it is clearly in the best interest of Somerset County College to make such an exception. All such exceptions must have the approval of the President of Somerset County College. In no case will an employee be assigned to a division, department or office supervised by another member of his family.

Without exception, no family members of Somerset County College personnel filling the following positions will be employed:

1. Members of the Board of Trustees
2. College Counsel
3. President and Administrative Officers
4. Divisions Directors and Department Chairman

- F. The Faculty Association agrees not to conduct a strike or boycott for the duration of this agreement.
- G. This agreement incorporates the entire understanding of the parties on all matters which were or could have been subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiate or evaluate this agreement.

SETTLEMENT OF DISPUTES PROCEDURE

In the adjustment of complaints and grievances, the Association shall be represented by a Dispute Committee selected and designated by the Association. Matters involving interpretation, application or performance of this Agreement shall be taken up as follows:

FIRST STEP: The aggrieved member of the bargaining unit or group of members, will first discuss the grievance with their immediate supervisor within five (5) working days from the time when the member has knowledge of such facts as would constitute a violation of this Agreement. If the grievant and supervisor do not reach an agreement within five (5) working days, the matter shall be reduced to writing by the grievant in a letter setting forth the full nature of the claim, the complete factual basis upon which it is based and the demand for relief. One copy shall be sent to the Dispute Committee, one to the supervisor and one to the Dean of Administrative Services.

SECOND STEP: A written decision will be given by the Dean of Administrative Services or his representative, within ten (10) working days of the receipt of the letter, and shall be final and unappealable to the Third Step, unless appealed in writing within twenty (20) days from date such decision is rendered by the Dean to the Dispute Committee. The Dean of Administrative Services will be notified of the Dispute Committee's intent of appeal to the Third Step five (5) working days prior to such appeal.

THIRD STEP: In the event the grievant is still dissatisfied, the grievance may be appealed to binding Arbitration upon written notice of either party, in the following manner:

(a) The parties shall attempt to choose an arbitrator. In the event that the parties are unable to agree on a mutually acceptable arbitrator within five (5) days of the institution of the Third Step, the American Arbitration Association shall then be requested to submit panels from which the arbitrator shall be selected.

(b) The College and the Faculty Association shall bear the expense of its own legal and special representatives, and the expense of the arbitrator and other hearing expenses shall be borne equally by the College and the Association.

(c) Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the American Arbitration Association.

(d) Matters of tenure, promotion and such other matters that are reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.

(e) The award of the arbitrator shall be final and binding on both parties if rendered pursuant to the rules prescribed by the American Arbitration Association.

(f) The award of the arbitrator shall be implemented and/or delivered within twenty (20) days from the date of the decision, or sooner depending on the nature of the issues involved.

APPLICATION OF PROVISIONS OF AGREEMENT

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all faculty members now employed.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

DURATION OF AGREEMENT

This agreement shall be effective for the period commencing September 1, 1971, and continuing through August 31, 1973, and shall continue from year to year thereafter unless either party shall give written notice to the other no later than January 1, 1973 of its intention to terminate, modify, amend or supplement this Agreement. No later than January 15, 1973 the parties hereto shall commence negotiations having for their purpose the settlement of the issue raised by such notice.

Board of Trustees

Association

Chairman, Board of Trustees

President, Faculty Association

Witness

Witness

Date

RULES GOVERNING THE USE OF THE WORKLOAD FORMULA

1. Normal workload will be between 47 and 54 units. It will be policy to bring faculty up to the minimum - if possible - but faculty will not be penalized, financially or otherwise, if they are under 47 units.

2. The six point differential (47-54) in load is meant to accommodate to different patterns and variations in individual loads. When one reaches 47 units he is at full load; the purpose of the formula is not to necessarily bring him to the upper limits.

3. The workload formula is applicable only to full-time teaching faculty who are members of the bargaining unit as recognized in the Board-Faculty Agreement. The formula's use is restricted to the two semester academic year. It is not designed for use between the fall and spring semester nor in the period following the spring session, nor in the summer, either in pre-session or regular session, even if portions of these sessions fall within the period covered by the contract. (However, evening teaching may be included in the formula as indicated on page 18 of the Board-Faculty Agreement.)

4. (a) Overload payment will be based on the following table which reflects 1.85% reduction for each unit below 54 and above and including 47. However, faculty will receive a minimum of at least \$250 per credit hour overload.

54 and above Units	-- 75% pro rata per credit hour
53	-- 73.15%
52	-- 71.30%
51	-- 69.45%
50	-- 67.60%
49	-- 65.75%
48	-- 63.90%
47	-- 62.05%

(b) Overload must be by mutual consent.

(c) Overloads are for teaching an additional course or courses and not for other elements of the formula.

5. Maximums stated in any area of workload formula will not be exceeded. The maximums apply to individual semesters, and amounts under 47 units in one semester will not be applied against the other semester by way of penalty, except that an instructor must have a minimum of 94 units over the two semester academic year to be eligible for overload. During the first semester, he will receive his overload payment based on the above calculation minus a one credit deduction which will be held in escrow until his 2nd semester assignment is determined and the minimum of 94 units is achieved. His assignment will be final no later than the 11th day of the second semester. At that time, if he is eligible, he will receive the balance of payment for his first semester overload.

6. The workload sheets will be prepared by Division Directors, Department Chairmen or Curriculum Coordinators, whichever might be applicable, in consultation with faculty members and with approval of the Dean of the College. The workload sheets should be prepared at the earliest practicable time.

A. Student ContactLarge Group

By definition, a large group is one which is beyond what might be normal class size. It could be considered a grouping of at least two normal classes or three seminars. The person who teaches a large group may teach only that element in a course structure. He could be assisted by aides.

Class

A class is a conventional grouping. It may involve the use of media and it is, of course, planned. Its conventional size and the quality of teacher-student interaction determines its classification as class instead of a large group.

Seminar

A seminar is a group of fewer than 17 students that involves considerable teacher-student interaction. It is guided by the instructor, but participation is mainly by students. The mode of instruction is group processes, not lecture.

Consultation

Consultation is the four office hours scheduled per week.

Independent Study Laboratory

The independent study laboratory is a center for audio visual learning and programmed material, equipped with carrels and electronic machines. Students study prepared instructional material by themselves in this place. Faculty may be assigned here.

Laboratory

The laboratory is the traditional science laboratory such as used for the teaching of chemistry, physics and biology. It may also be used for courses in business, data processing, and other technical areas. The laboratory contains investigatory and working stations.

B. (see load sheet).

WORKLOAD FORMULA

C. Faculty Team Efforts

1. Formal Teams. In some divisions, instruction takes place on the basis of team assignments. In this situation, there is usually a person serving as a team leader. Some of the functions of the team leader are coordination of functions, coordination of grades, and evaluation of performance.

2. Informal Teams. Instructors teaching different sections of the same course, or teaching different courses in an interdisciplinary fashion, will often meet to make common plans and to share observations. All participants in such meetings are given the same unit credit.

3. Special Projects. Instructors involved in special projects would be given credit for the following functions: 1) evaluation of project topics, 2) direction and guidance of projects, 3) project preparation, 4) evaluation of project papers. Projects are mainly concerned with independent activity on the part of the student.

D. Preparation

Unit credit for preparation is granted instructors for the time spent making final, technical, and routine arrangements for teaching.

1. Large Groups. Preparation for a large group may involve preparing lectures, meeting with media people, participating in a dry-run of a production, preparing media, and attending to those details that involve making the presentation.

- | | |
|---------------|--|
| 2. Class | While it is true that different sections |
| 3. Seminar | that are studying the same course with |
| 4. Laboratory | the same instructor are not identical in |
| 5. Lab Set-Up | their responses, and that the teaching |
| | act does differ from one class to another, |

it is equally true that sections studying the same course are similar enough for preparation for them to be, in general, the same. The final preparations made by an instructor before he enters the class (notes, mimeo material, selection of displays, testing of cassettes, etc.) are preparations made for all sections of the same course, and credit is granted for the original preparation only.

WORKLOAD FORMULA

E. Other Conditions

1. Student Load. This figure is arrived at by calculating the number of students met in each contact hour. A large group with 300 that is met once a week receives three units. A class of twenty-five that is met three times a week receives .75. Seven different seminars of fifteen, each meeting once a week receives 1.05 (1.1) credits.

2. Liaison. Certain courses taught off-campus involve a faculty member in meetings with other people. The unit credit granted for such meetings is on an hourly basis.

3. Required Meetings. Unit credit is granted here for faculty meetings, division meetings, committee meetings, and other assigned meetings designated by an officer of the college or by a division director or through the senate. The normal unit credit is for two hours per week of such meetings.

F. Special Preparations and Curriculum Projects

1. Course Development
2. Course Evaluation
3. Course Revision

Credit here is granted for fundamental curriculum work that involves conceptualizing, designing, and preparing a new course or revising an old course.

This includes studying, research, writing, making tapes and all the tasks related to systems teaching. Since this work involves no student contact, the unit credit is calculated on the basis of 2.0 units for every 3 hours of preparation.

There may be special circumstances in which an instructor is assigned a major curriculum task during an academic year. Unit credit for this curriculum work would be far more than is typically made available, and arrangements for this would be made by the Division Director with the approval of the Dean of the College.

May 12, 1972

APPENDIX A

WORKLOAD FORMULA

NAME _____	Division _____
Courses Assigned _____	# Students Assigned _____ (Maximum 150-160 students)
_____	# Units Assigned _____ (Maximum 54 units)

FACTOR	FORMULA	UNITS
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A. 1. Student Contact (Maximum of 20 units if d. or e. are utilized; maximum-minimum of 15 units if only a.-c. utilized. If less than 15 units, must be approved by the Dean of the College.)

- | | | |
|------------------------------|----------------------------|-------|
| a. Large Group | 1.0 unit per hour per week | _____ |
| b. Class | 1.0 unit per hour per week | _____ |
| c. Seminar
(17 or less) | 1.0 unit per hour per week | _____ |
| d.* Independent Study
Lab | 1.0 unit per hour per week | _____ |
| e.* Laboratory | 1.0 unit per hour per week | _____ |

* If lab is handled by a laboratory technician, teaching assistant or technical assistant, faculty member will not take credit.

2. Office Conference Hours _____

B. Student Evaluation (8% of students assigned. Maximum of 12.8 units. If reader or other assistance is provided, a concomitant reduction in evaluation will be made.

C. Faculty Team Efforts & Projects

- | | | |
|---|---|-------|
| 1. Formal, Informal
Team (Maximum of
6 units) | 1.0 unit per hour per week
Team member** | _____ |
| | 2.0 units per hour per week
Team leader, ordinarily ** | _____ |
| 2. Special Project | 1.0 unit per hour per week** | _____ |

** Assigned by Director/Chairman with approval of Dean.

APPENDIX A

WORKLOAD FORMULA

FACTOR	FORMULA	UNITS
D. <u>Preparation</u>		
1. a. Large Group	2.0 units x number of meetings per week for first preparation only.	_____
b. Large Group	1.0 unit x number of meetings per week for first preparation in cases where faculty member is not directly involved in the presentation	_____
2. Class	2.0 units x number of meetings per week for first preparation only	_____
3. Seminar	1.0 unit x number of meetings per week for first preparation only	_____
4. Laboratory	1.0 unit x number of meetings per week for first preparation only	_____
5. "Wet" Lab Set-Up	1.0 unit x number "wet" laboratories per week. *1	_____
6. Equipment (Time granted for repair of equipment.)	1.0 unit per week. *2	_____
*1	Division Director may readjust according to supportive help provided.	
*2	Assigned by Director/Chairman with approval of the Dean of the College.	
E. <u>Other Conditions</u>		
1. Student Load	1.0 unit per 100 students contact per week	_____
2. Liaison (Travel time given full unit credit)	1.0 unit per hour per week	_____
3. Required Meetings	1.0 unit per hour per week (maximum of 2 units)	_____
4. Student Club Advisor	1.0 unit per hour per week (maximum of 1 hour per week)	_____

APENDIX A

WORKLOAD FORMULA

FACTOR	FORMULA	UNITS
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F. Special Preparations & Curriculum Projects

- | | | |
|-----------------------|---|-------|
| 1. Course Development | 1.0 - 4.0 units per week *3 | _____ |
| 2. Course Evaluation | 1.0 - 4.0 units per week *3 | _____ |
| 3. Course Revision | 1.0 - 4.0 units per week *3
(The unit credit is calculated on the basis
of 2.0 units for every 3 hours of preparation.) | _____ |

*3 Assigned by Director/Chairman with the approval of the Dean of the College.