



Agreement Between
The Board of Trustees
of
Gloucester County College
and
The Gloucester County College
Federation of Teachers
which is Affiliated with AFT, AFL-CIO

1995-1998

Effective July 1, 1995

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1 Office of Community Services (except when a credit course(s)
2 comprises part of a unit member's basic load or overload in
3 which case, such service shall be covered by the contract) and
4 such professional personnel who are or become responsible for
5 supervisory or evaluative duties with respect to other
6 professional personnel. The term "unit member" when used here
7 and after in this Agreement, shall refer to all members of the
8 designated bargaining unit and reference shall include both
9 male and female members. To the extent required by statutes,
10 there shall be no discrimination by either the Board the
11 Federation based on age, sex, race, color, creed, religion,
12 handicaps, national origin, or political affiliation.

13 1.2 Contrary to Law

14 If any provision of this agreement or any application of the
15 agreement to any unit member or group of unit members shall be
16 found contrary to law, then such provision or application
17 shall be void, but all other provisions or applications of
18 this agreement shall continue in full force and effect.

19 1.3 Amendment

20 Should the parties agree to an amendment of this agreement
21 such amendment shall be reduced to writing, submitted to
22 ratification procedures of the Board and the Federation, and
23 if ratified by both parties, become part of the agreement.

24 1.4 Released Time for Negotiations

25 When mutually determined negotiating meetings are planned
26 during instructional hours, not more than four members of the

1 Federation Negotiations Team may be granted released time.

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4 1.5 Budget Information

5 In order for the Federation to represent unit members, the
6 Board will make available to the Federation upon written
7 request:

- 8 (a) The number of unit members within each salary schedule
9 classification and their appropriate salaries; and
10 (b) Other reports within the public domain.

11
12 1.6 Selection of Negotiators

13 Neither party in any negotiations shall have any control over
14 the selection of the negotiating representatives of the other
15 party. Negotiating teams at any one bargaining session are
16 not to exceed four members. The parties mutually pledge that
17 their representatives shall be clothed with all necessary
18 power and authority to make and consider proposals and make
19 counter proposals. Either party may bring in not more than
20 two consultants for a particular item of discussion.

21
22 1.7 Copies of Agreement

23 Copies of this agreement shall be reproduced by the Board and
24 distributed to all unit members now employed or hereafter
25 employed, upon notice of appointment for the duration of this
26 agreement. The Board will supply twenty-five copies to the

1 Federation. Candidates for employment who have been offered
2 a position by the Board will be furnished a copy of the
3 Agreement between the College and the Gloucester County
4 College Federation of Teachers along with their contract of
5 employment.

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ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of unit members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

2.3 Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the unit members' duties. The College shall provide a single faculty office to be used by

1 the President of A.F.T. No charge shall be made for the
2 Federation's use of College facilities.

3
4 **2.4 Use of Facilities and Equipment**

5 The Federation may use College facilities and equipment, such
6 as typewriters, mimeographing machines, other duplicating
7 equipment, calculating machines and AV equipment, at the
8 convenience of the President of the College or his designees.
9 No equipment shall be removed from the premises without
10 written permission. Payment shall be made for any expendable
11 supplies used for Federation purposes, and the Federation
12 shall be liable for damage to any equipment used for said
13 purposes. A request of the Federation shall be not
14 unreasonably denied.

15 **2.5 Posting of Federation Notices**

16 The Federation shall be assigned a bulletin board for its sole
17 use. The Federation shall be permitted to use College mail
18 facilities for the distribution of communications within the
19 College.

20 **2.6 Continuing Consultation Clause**

21 A committee of three administrators composed of the president
22 of the College (or his designee) and two other college
23 administrators appointed by the President of the College, and
24 three representatives of the Federation composed of the
25 President of the Federation (or his designee) and two other
26 members of the Federation appointed by the President of the

1 Federation will meet on four occasions per academic year,
2 during October, December, February and April to discuss
3 administration of this agreement and/or problems of mutual
4 concern. Initiation can be made by either party requesting a
5 date(s) convenient to both parties and such letter of
6 initiation shall suggest agenda items for discussion. The
7 responding party may also suggest additional items for
8 inclusion in the agenda and/or alternate dates.

9 **2.7 Representation Fee for Non-members**

10 (a) The Federation President shall submit to the college
11 personnel office a list of names of employees covered by this
12 contract who are not currently dues paying members. The
13 college, in compliance with State law and this agreement, will
14 deduct from such unit members' pay a representation fee equal
15 to 85% of the amount set for Federation members. (This amount
16 will be determined by the Federation Constitution, and is to
17 be paid by payroll deduction.)

18 (b) It is agreed by the parties to this Agreement that the
19 Board shall have no other obligation or liability, financial
20 or otherwise, (other than set forth herein) because of actions
21 arising out of the understandings expressed in the language of
22 this Article. It is further understood that once the funds
23 deducted are remitted to the Federation, the disposition of
24 such funds thereafter shall be the sole and exclusive
25 obligation and responsibility of the Federation.

26 (c) The Federation agrees that it has established or will

1 establish a procedure by which a non-member employee in the
2 unit can challenge the representation fee in accordance with
3 N.J.S.A.34: 13A-5.6. In the event that a challenge is filed,
4 the deductions of the representation fee shall be held in
5 escrow by the Board pending a final resolution of the
6 challenge.

7 (d) The Federation shall indemnify and save the Board (and
8 College) harmless against any and all claims, demands, suits
9 or other forms of liability including reasonable legal and/or
10 representation fees resulting from any of the provisions of
11 this Article on in reliance on any list, notice or assignment
12 furnished under this Article.

13 2.8 Board's Authority

14 The Board hereby retains and reserves unto itself, without
15 limitation, all powers, rights, authority, duties and
16 responsibilities conferred upon and vested in it prior to the
17 signing of this Agreement by the laws and the Constitution of
18 the State of New Jersey and of the United States.

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ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Federation.

3.2 Working Hours

- (a) The basic load assignment of any teaching member shall span no more than eight and one-half (8 1/2) hours from the beginning of the first class to end of the last class in the same day, and no more than five consecutive days per week. Permission for exceptions to the above must be secured from the Federation President.
- (b) The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete

1 the teaching member's basic load. In this case, the work
2 load shall span no more than five consecutive days. Any
3 extension of this time will be by mutual agreement of the
4 teaching member concerned and the college administration.
5 Nothing herein precludes some teaching members being
6 scheduled less than five days.

7 (c) An overload is not a part of the basic load.

8 (d) In the event that all campus-based classes are canceled
9 for any emergency, no unit member who is scheduled for
10 on-campus assignment is required to work for the duration
11 of said cancellation. In addition, in the event that any
12 off-campus facility to which an employee is assigned is
13 declared officially closed for any emergency, no unit
14 member who is assigned to such facility will be required
15 to work for the duration of said cancellation.

16 3.3 Faculty Teaching Assignments

17 (a) The assigned base load shall be fifteen contact hours per
18 semester where credit hours are equal to contact hours.

19 (b) The assigned base load shall be no more than eighteen
20 contact hours per semester where credit hours are less
21 than contact hours. (Physical Education is to be
22 excepted from this provision.)

23 (c) A faculty member will be permitted to teach standard
24 overload not to exceed eight (8) contact hours per
25 semester. Any unit member assigned to teach courses in
26 excess of base load may designate which of those courses

1 will be treated as base load, so long as the courses for
2 base load fall within the definition of Working Hours in
3 Section 3.2. In no case will teaching faculty members be
4 assigned non-teaching responsibilities in base load
5 without the consent of the individual faculty member.
6 Where faculty members request the assignment of non-
7 teaching responsibilities in lieu of base load, and the
8 administration agrees, the Federation President will be
9 notified and his concurrence obtained prior to the
10 effective date of the assignment.

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(d) Any faculty member who teaches a part of his/her base load in Allied Health and Lab Oriented courses shall have a base load between fifteen and eighteen contact hours per semester per the following formula:

$$\text{Course Credit} = \frac{\text{Contact} \times \text{Contact Differential}}{\text{Adjusted Base Load*}}$$

15	0	15
14	1	15.2
13	2	15.4
12	3	15.6
11	4	15.8
10	5	16
9	6	16.2
8	7	16.4
7	8	16.6
6	9	16.8
5	10	17
4	11	17.2
3	12	17.4
2	13	17.6
1	14	17.8
0	15	18

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load.

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(e) A faculty member will be permitted to teach standard overload not to exceed eight (8) contact hours per semester excluding Academic Advisement, Program Coordinating and Coop/Independent Study. Overload assignments made prior to pre-registration shall be reviewed by Chairpersons. Overload assignments made after preregistration by the appropriate Chairperson shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all "standard overloads." The usual maximum for summer session courses shall be the standard overload.

(f) The Federation President shall be given the opportunity to review and raise exceptions to the tentative faculty teaching assignment and overload lists prior to the beginning of each semester or session. It is expressly understood that final determination concerning teaching assignment and appointment to overload resides with the employer provided that the expressed provisions of the contract are not violated. When the masterschedule is published, a copy will be supplied to the Federation President.

(g) Acknowledging that innovation and change may require modification of work requirements, then in accordance

1 with the provisions of Chapter 303, Public Law of New
2 Jersey, 1968, and including Chapter 123, Public Law,
3 1974, State of New Jersey, the following procedure shall
4 be used for determining the appropriate compensation for
5 those faculty members represented by the Federation:

6 1. At least twenty (20) calendar days prior to the
7 change, the Federation shall be notified in writing.
8 Within ten (10) calendar days of the time of such notice
9 the Federation President may request in writing a meeting
10 with the College Representatives. This request shall be
11 addressed to the President of the College.

12 2. Within five (5) calendar days of receipt of such a
13 request a meeting will be scheduled at mutual convenience
14 between a committee of three members of the Federation
15 and three members for the College.

16 3. At this meeting which is to be in session for
17 normally no more than two hours duration, negotiations
18 will be concerned with appropriate compensation and work
19 requirements. The Federation and College Representatives
20 shall supply the other party with relevant data.

21 4. If mutual agreement is not reached at this
22 negotiation session then the Federation shall submit a
23 final offer in writing within five (5) calendar days to
24 the President.

25 5. Rejection or acceptance of the Federation's final
26 offer by the President shall be in writing within five

1 (5) calendar days. Rejection shall mean that a member of
2 the bargaining unit will not be required to work any
3 additional time.

4 6. Failure by the Federation to adhere to the time
5 specifications in subparagraphs (1) and (4) shall mean
6 waiver of further claim, and failure by the President (or
7 his designee) to adhere to the time requirement in
8 paragraph (5) shall mean acceptance of the Federation's
9 final offer.

10 3.4 Student Ratio

11 The College shall continue to use educationally sound
12 principles in determining the maximum number of students per
13 course section.

14
15 3.5 Librarians, Audio-Visual Personnel, Counselors and College
16 Nurse Working Hours

17 The usual work week for librarians, audio-visual personnel,
18 counselors, and College Nurse shall be 40 hours over a five
19 consecutive day period, including a one hour lunch period
20 daily.

21 3.6 Consultation Hours

22 (a) Each member of the teaching staff shall maintain at least
23 five hours per week for consultation with students. Such
24 hours shall be in addition to his/her scheduled classes.

25 (b) Students may make consultation appointments with the
26 faculty member or his/her secretary.

1 (c) All office schedules for faculty members for consultation
2 (including off-campus office hours) shall be subject to the
3 approval of the Vice President of Faculty. Office hours shall
4 not be scheduled on a total of less than 3 days and no office
5 hours shall be less than 15 minutes duration.

6
7 3.7 Field Trips and Authorized Off-Campus Assignments

8 (a) A field trip shall be defined as any educational
9 activity, approved by the President or his designee. Mileage
10 reimbursement shall be "clocked" from approved point of origin
11 to the approved point of conclusion. The College shall make
12 every effort to supply transportation for all such field
13 trips. If the College requests that the unit member use
14 his/her own transportation and the unit member agrees, he or
15 she shall be reimbursed at the rate of twenty-two cents per
16 mile. The College shall provide liability insurance of at
17 least \$300,000 whenever the unit member is required to drive
18 on such College business.

19 (b) If a unit member is required or receives approval to make
20 a trip on College business, he or she shall be reimbursed for
21 the most convenient and economical mode of transportation or
22 the above specified auto mileage reimbursement.

23 (c) Unit members will be compensated at twenty-two cents per
24 mile for travel to and from off-campus assignments in excess
25 of the mileage required for a round trip to the College from
26 their homes.

1 3.8 Attendance at College Functions

2 Attendance by unit members at commencement is mandatory, and
3 attendance at a reasonable number of other college functions
4 is encouraged. The College will furnish academic attire when
5 needed, at no cost to the unit member.

6
7 3.9 Textbooks and Other Teaching Materials

8 The appropriate administrator shall secure requests for
9 textbooks and teaching materials from unit members and forward
10 the recommendations to the President or his designated
11 representative.

12
13 3.10 Faculty Schedules

14 Master schedules and individual assignments shall reside with
15 the Vice President of Faculty cooperating with the appropriate
16 administrator. Announcement of a tentative master schedule
17 will be made to the faculty prior to posting and the
18 appropriate administrator shall provide to each unit member
19 within his/her area a scheduling preference form. Conflicts
20 in schedule preference will be resolved by the appropriate
21 administrator in consultation with the affected unit
22 member(s). If and when changes in the tentative master
23 schedule are necessitated, the Federation President will be
24 notified. It will be the responsibility of the Federation to
25 notify each affected unit member of the pending change.
26 Thereafter it will be the responsibility of the unit member to

1 consult with the appropriate administrator as to the pending
2 schedule changes.

3 3.11 Course Preparation

4 Teaching members will normally have no more than three
5 different course preparations each semester, unless
6 specifically requested by the member. Where the nature of
7 course offerings and the number of available full-time
8 teaching unit members within the Division prevents the
9 accomplishment of these course preparation guidelines, courses
10 shall be assigned so as to accomplish a minimum number of
11 preparations per unit member.

12
13 3.12 Academic Freedom

14 The Board and Federation subscribe to the following statement
15 on academic freedom:

16 (a) Any unit member is entitled to full freedom in research
17 and in the publication of the results, subject to the
18 satisfactory performance of his or her employment duties.

19 (b) Any unit member is entitled to freedom of discussion in
20 the performance of his or her faculty responsibilities and in
21 the classroom, provided the discussion is relevant to the
22 course.

23 (c) The unit member is a citizen, a member of a learned
24 profession, and an employee of an educational institution.
25 When he or she speaks or writes as a citizen, or exercises his
26 or her legal or constitutional rights, he or she shall be free

1 from institutional censorship or discipline. However, in his
2 or her extramural utterances, he or she has an obligation not
3 to permit the implication that he or she is an institutional
4 spokesperson.

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6 3.13 Faculty Handbook

7 The Faculty Handbook will not conflict with the terms and
8 conditions specified in this Agreement and nothing herein
9 precludes a faculty member from submitting suggestions.

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ARTICLE IV

Personnel Files

4.1 (a) The College shall maintain a personnel file on each unit member which shall include, but not be limited to, the following:

1. Personnel information.
2. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
3. Records generated by the College.
4. Information indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.

(b) At his or her request, the unit member may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.

(c) All materials requested by the College or supplied by the unit member in connection with original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the unit member.

(d) A designated administrator will be responsible for the

1 safekeeping of the above mentioned personnel files.

2 (e) Unit members shall be shown material to be placed in
3 their file and shall acknowledge by signature having seen
4 such. Such acknowledgment shall not necessarily indicate
5 agreement with the material. Unit members shall have the
6 right to respond to any material placed in the file within
7 thirty (30) school days after reviewing such material.
8 Material not so treated shall be removed from the file at the
9 unit member's request or it shall have no force and effect.

10 (f) Material not in the file may not be used against the unit
11 member.

12 (g) Personnel files will continue to be available to the
13 appropriate administrative personnel and board members when
14 matters of promotion, retention and faculty performance are
15 under discussion.

16 (h) If the College requires more than the initial copies of
17 a unit member's transcript(s) or record(s), the request and
18 cost shall be generated and paid by the College. The unit
19 member concerned shall sign such authorization(s) as may be
20 necessary.

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ARTICLE V

Contracts, Dismissals and Vacancies

- 5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.
- 5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days notice to the other party, with salary pro-rated to the date of termination.
- 5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.
- 5.4 Unit members will be advised of newly created full-time and part-time administrative, and supervisory positions and full-time faculty positions before public announcement is made.

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3 **ARTICLE VI**

4 Recommendations for Promotion

5 6.1 Professional Standards Committee

6 By January 1 of each year a Professional Standards Committee
7 shall be formed. The Committee shall be comprised of four
8 members from the faculty elected by the Federation and four
9 members from among the administrators appointed by the
10 President of the College. The Committee shall meet on or
11 before February 1st of each year to consider and by majority
12 vote recommend to the Board qualified and worthy faculty
13 members for promotion in academic rank. The Committee's
14 recommendations shall be transmitted to the Board by the
15 President. Faculty members desiring to be considered for a
16 promotion shall make application to the Professional Standards
17 Committee. Initiation of recommendations for promotion may
18 also emanate from the President.

19 6.2 Criteria for Promotion

20 The personal qualities to be considered in evaluating members
21 of the faculty for promotion and academic rank are:

- 22 (a) Teaching effectiveness
23 (b) Departmental/Institutional Service
24 (c) Administrative Effectiveness
25 (d) Scholarly Achievement
26 (e) Professional Growth

1 (f) Relevant Community Service

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ARTICLE VII

5

Guidelines for Qualifications for Faculty Rank

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RANK EDUCATION

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Instructor II B.A., B.S., or equivalent

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Instructor I Master's Degree or equivalent in
special fields

9

10 **Assistant Professor** Master's Degree plus 15 acceptable graduate
11 credits or equivalent in special fields

12 **Associate Professor** Master's Degree plus 30 acceptable graduate
13 credits or equivalent in special fields

14 **Professor** Doctorate or equivalent or Master's Degree
15 with all work completed for Doctorate with
16 exception of dissertation

17 For further clarification:

18 1. It will be highly desirable to have had a minimum of two
19 years teaching or equivalent experience for the rank of
20 Instructor II. To be eligible for the rank of Instructor I a
21 candidate should have had at least two years teaching
22 experience or equivalent in related experience. To be
23 eligible for the Assistant Professor rank, a candidate should
24 have had at least six years of teaching or equivalent
25 experience. To be eligible for the Associate Professor rank,
26 a candidate should have had at least four years of teaching or

1 equivalent experience; and those eligible for the rank of
2 Professor must have had at least eight years of teaching or
3 equivalent experience.

4 2. The Board of Trustees upon recommendation of either the
5 President or the Professional Standards Committee, may grant
6 special recognition to any faculty member who has made
7 distinguished contributions to the College. Because of these
8 contributions, rank guidelines may be waived by the Board of
9 Trustees.

10 3. Faculty members may be employed at salaries higher than
11 the minimum salary for a rank if qualifications are unusual.
12 Such appointments will be made by the Board of Trustees upon
13 the recommendation of the President.

14 4. A candidate is not automatically entitled to placement in
15 the top rank for which his/her academic and experience credits
16 make him/her eligible. The President may recommend employment
17 at any rank at or below the level of the noted qualifications.

18 5. Faculty will not be automatically moved into the next rank
19 when the guidelines for that rank are satisfied. Movement
20 from one rank to another is by promotion only. Not more than
21 30% of the faculty may hold the rank of Professor, and not
22 more than 60% may hold the ranks of Professor and Associate
23 Professor.

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ARTICLE VIII

Group Health Insurance

- 8.1 The Board of Trustees shall provide for each unit member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).
- 8.2 Each unit member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-Pay).
- 8.3 Full family dental insurance shall be provided to each faculty member in accordance with the provisions of the current master policy (Delta Dental Plan of N.J.).
- 8.4 Upon written request of the Board, the parties agree to promptly enter into negotiations during the term of the Agreement concerning the change of insurance plan(s) and/or carriers and/or self insurance. In the event there is no agreement on a change(s) to provide substantially similar benefits, either party may invoke mediation and/or fact-finding through the Public Employment Relations Commission. The parties agree that any change through the aforementioned processes will not include compensation for a less expensive plan(s).
- 8.5 All unit members and his/her spouse covered by this agreement

1 on their retirement from the College shall be eligible for all
2 health insurance coverage currently in force at the unit
3 member's (or spouse's) expense and at no cost to the College.
4 In addition, effective July 1, 1987 future retirees (as
5 defined in Article 14.1) shall be provided insurance coverage
6 at the Board of Trustees expense as stated hereinafter. Such
7 retirement benefit shall be operative with the effective date
8 of reception of N.J. retirement pension benefits or TIAA/CREF
9 using the same standards.

10 (a) July 1, 1987 - single coverage basic health
11 insurance.

12 (b) July 1, 1987 - single coverage prescription
13 insurance.

14 (c) July 1, 1988 - Single coverage dental insurance.

15 (d) July 1, 1990 - retiree and spousal coverage for
16 basic health insurance, prescription and dental.

1 excluding promotions for each of those years.

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4 9.5 Requests for Deductions

5 Unit members may, by executing the proper form as provided by
6 the Board, have automatic self payroll deductions for any of
7 the following purposes:

- 8 (a) Professional Dues
- 9 (b) Government Bonds
- 10 (d) Credit Union
- 11 (d) TIAA and CREF Retirement Programs
- 12 (e) Any Professional Insurance Programs
- 13 (f) Such other as shall be mutually agreed upon by the
14 Federation and the Board.

1 family other than those previously listed, a unit member shall
2 be entitled to one full day to attend the funeral.

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4 10.3 Personal Leave

5 Unit members may be granted three (3) days personal leave with
6 pay for bona fide personal business which cannot be handled
7 outside of regular working hours, such as:

8 (a) Real estate closing.

9 (b) Marriage of the unit member or a member of his/her
10 immediate family.

11 (c) Graduation of a member of the immediate family.

12 (d) Required appearance in court wherein the employee is not
13 party and suit with the College.

14 Request for such leave shall be in writing not less than five
15 (5) days in advance, except in the case of an emergency. In a
16 personal emergency situation the employee shall notify the
17 Supervisor as soon as possible.

18 (e) In cases where there is a life threatening illness of a
19 unit member's spouse or child a maximum of six (6) personal
20 days may be utilized provided such illness is certified by an
21 attending physician and further provided that the unit member
22 has unused personal leave days from the prior three years.

23 10.4 Sabbatical Leaves

24 Sabbatical leaves shall be granted by the Board, subject to
25 the following conditions:

26 (a) A faculty member will be eligible for sabbatical after

1 completion of seven years continuous service at the College;
2 or after seven years since his/her last sabbatical leave at
3 the College.

4 (b) Such leave must be applied for during the first semester
5 of the preceding year, with the specific study or research
6 purpose clearly stated in the application.

7 (c) Application shall be submitted to the President.

8 (d) After careful consideration of all applications, the
9 President shall make his recommendation to the Board. Final
10 decision on granting sabbatical leaves shall rest with the
11 Board.

12 (e) Sabbatical leave may be for one half year or one full
13 year. This leave shall be creditable for college seniority.
14 Sabbatical pay for the length of the contract is:

15 1/2 year 100%

16 1 year 60%

17 (f) Sabbatical leaves are not subject to the grievance
18 procedure of this agreement.

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11.5 Leave for Advanced Study

Leave for advanced study in the unit member's discipline shall be granted for one year. This leave shall be creditable for College seniority.

11.6 Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any unit member upon application for the purpose of participating in a Fulbright or other educational exchange program. This leave shall be creditable for College seniority.

11.7 Unpaid Leave Benefits

If legal and subject to the benefit plan, the Board shall permit unit members on unpaid leaves of absence to continue any and all benefits at their own expense.

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ARTICLE XII

Faculty Privileges

12.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse and children through age twenty-five (25) will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

12.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

12.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study. Payment shall be made subject to the following conditions:

(a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President of the College or his designee.

(b) Upon successful completion of graduate course work,

1 reimbursement will be made at the prevailing Rutgers graduate
2 liberal arts rate on a per credit basis. Unit members shall
3 be eligible for reimbursement up to 12 credit hours per fiscal
4 year (July 1 to June 30).

5 (c) Nothing herein precludes approval by the President or his
6 designee of beneficial undergraduate courses.

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8 **12.4 Parking**

9 A reserved parking area for unit members shall be provided.

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11 **12.5 Privileges During Leave**

12 All faculty privileges in Article 12 are continued in force
13 during periods of both approved paid and unpaid leaves.

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ARTICLE XIII

Vacation for Twelve Month Unit Members

13.1 Each unit member shall earn pro rata vacation at the rate of 22 days per year of active employment. A total of ten vacation days may be carried into the subsequent year. Vacation time may be carried into the subsequent year except that no more than twelve days may be carried beyond October 15th of such subsequent year.

13.2 Unit member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration. Vacations must be taken at such times as are consistent with the best interests of the College.

13.3 If at the time of termination of employment a twelve-month unit member has accumulated vacation time, he/she shall be compensated for it up to
30 days x base salary
260 days
(5 x 52)

1 indicate his disposition of the grievance in writing
2 within one week of said meeting.

3 (d) If the Grievant is not satisfied with the disposition of
4 the grievance by the President of the College or his
5 designee or if no disposition has been made within the
6 time limits in paragraph (c), the grievance shall be
7 transmitted to the Board of Trustees by the Grievant by
8 filing a written copy thereof with the Secretary of said
9 Board. The Board shall, within five calendar weeks of
10 the date of filing, either allow the grievance or hold a
11 hearing on the grievance. No later than one calendar
12 week thereafter, the Board of Trustees shall indicate its
13 disposition of the grievance, in writing, to the
14 Federation. A grievance based on lack of contract offer
15 by the Board of Trustees for non-tenured unit members
16 shall be handled per Article V Section 5.3.

17 (e) If the Federation is not satisfied with the disposition
18 of the grievance by the Board of Trustees, or if no
19 disposition has been made within the period provided in
20 paragraph (d), the grievance may be submitted to
21 arbitration before an impartial arbitrator. If the
22 parties cannot agree on an arbitrator, he shall be
23 selected pursuant to the rules and procedure of the
24 American Arbitration Association, whose rules shall
25 likewise govern the arbitration proceeding. Neither the
26 Board nor the Federation shall be permitted to assert in

1 such arbitration proceeding any ground or to rely on any
2 evidence not previously disclosed to the other part. No
3 more than one (1) substantive issue may be submitted to
4 the arbitrator in a case unless otherwise agreed to in
5 writing by both parties. The arbitrator shall submit a
6 written decision within thirty (30) days of the hearing
7 setting forth his findings of fact, reasoning and
8 conclusions on the issue submitted. The arbitrator shall
9 have no power to alter, add to or subtract from the terms
10 of the Agreement. Both parties agree to be bound by the
11 decision of the arbitrator.

12 (f) Subject to (g) infra, the fees and expenses of the
13 arbitrator shall be shared equally by the parties.

14 (g) No reprisals of any kind shall be taken against any unit
15 member for participating in any grievance. If any unit
16 member for whom a grievance is filed, processed or
17 sustained shall be found to have been unjustly
18 discharged, he or she shall be restored to his or her
19 former position with full reimbursement of all
20 professional compensation lost, and in addition the Board
21 shall pay the entire cost of fees and expenses of the
22 arbitrator. However, if the discharge is found to have
23 been justified, the Federation shall pay the entire cost
24 of fees and expenses of the arbitration.

25 (h) The number of days indicated at each level are to be read
26 as calendar days and should be considered as maximum and

1 every effort should be made to expedite the process.
2 However, the time limits may be extended by mutual
3 consent.

4 (i) All documents, communications and records dealing with
5 grievances shall be filed separately from the personnel
6 file of the participants.

7 (j) It is agreed that each party shall furnish the other with
8 any information in its possession necessary for the
9 processing of any grievance or complaint.

10 (k) If a unit member or a supervisor has a matter which he
11 wishes to discuss with the other, he is free to do so
12 without recourse to the grievance procedure.

13 (l) No grievance shall be adjusted without prior notification
14 to the Federation and an opportunity for a Federation
15 representative to be present, nor shall any adjustment of
16 a grievance be inconsistent with the terms of this
17 Agreement.

18 (m) A grievance may be withdrawn at any level.
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15.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

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DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION:

DATE: _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

DATE: _____ SIGNATURE _____

1 shall give written notice to the other of its intention to
2 terminate, modify, amend or supplement this Agreement.
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by Virginia H. Scott
Chairperson, Board of Trustees

by David R. Orty
President, Federation of Teachers

by Barbara H. Wallace
Secretary, Board of Trustees

by John Egan
Secretary, Federation of Teachers

by Thomas P. Conner

by Barbara Menstest

by James C. Bean

by Roseann Foglio

6/1/95

Dated

APPENDIX B

NOTES:

1. Faculty Program Coordinators

Annual compensation for Faculty Program Coordinators if the position continues is determined in the following manner:

for 95-96	\$3,808
96-97	\$4,008
97-98	\$4,248

2. Coop Study/Telecourses/Independent Study

Compensation for Coop Study, Telecourse instruction and independent study is determined in the following manner:

	<u>Number of Enrolled Students*</u>	<u>Base Rate</u>	<u>+Stipend per Student</u>
	<u>95/96</u>	<u>96/97</u>	<u>97/98</u>
a. 1 - 15	348	366	388
b. 16 - 30	608	639	678

* Students registered for the course as of the 10th day of the semester/session.

3. Coordinator for Security Services

Annual compensation for for service as Coordinator for Security Services if the position continues is determined in the following manner:

a. Fall Semester	-	3 equalized contact hours (ECH)	
b. Spring Semester	-	3 equalized contact hours (ECH)	
c. Summer	-		
		<u>95/96</u>	<u>96/97</u>
		\$2,006	\$2,111
			<u>97/98</u>
			\$2,238

HPER FACULTY COACHING COMENSATION 1995-98

APPENDIX C

	<u>EQUALIZED CONTACT HOUR</u>
1 <u>POSITION</u>	
2 Baseball	6
3 Assistant Baseball	2
4	
5 Basketball (M)	6
6 Assistant Basketball (M)	2
7	
8 Cross Country	3
9 Assistant Cross Country	1.5
10	
11 Golf	3
12	
13 Soccer	6
14 Assistant Soccer	2
15	
16 Tennis (M)	3
17	
18 Tennis (W)	3
19	
20 Volleyball (W)	3
21	
22 Wrestling	6
23 Assistant Wrestling	2
24	
25 Track (Outdoor)	6
26 Assistant Track (Outdoor)	3
27	
28 Track (Indoor)	3
29 Assistant Track (Indoor)	1.5
30	
31 Basketball (W)	4
32 Assistant Basketball (W)	2
33	
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NOTE: 1. Recreation/Intramural sports activities shall be convertible to contact hours on the basis of two (2) clock hours for each equalized contact hour.
2. Each HPER faculty member's contact hour is equal to fifty minutes.

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