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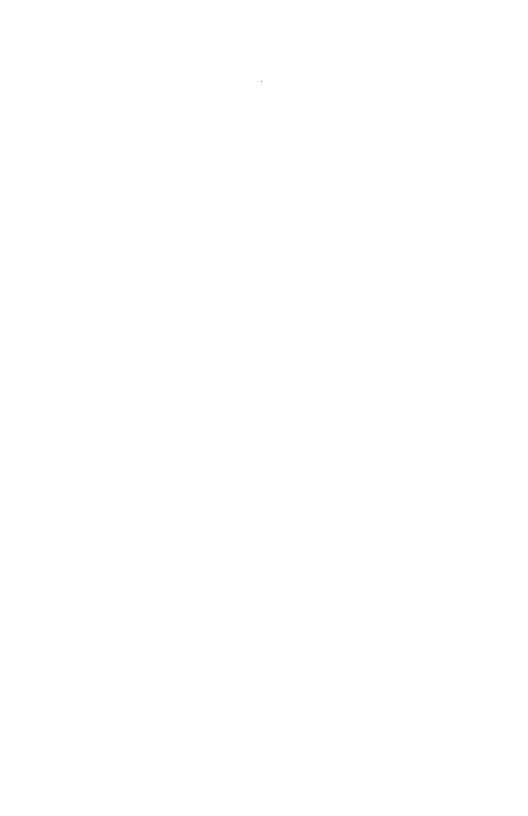


Agreement
between
Raritan Valley Community College
Faculty Federation
and
Raritan Valley Community College
Board of Trustees

for the period July 1, 1990 through June 30, 1993







PREAMBLE

This Agreement is hereby entered into between the Raritan Valley
Community College Faculty Federation, Local No. 2375 AFT, AFL-CIO,
hereinafter referred to as the "Federation" and the Board of Trustees
of Raritan Valley Community College, hereinafter referred to as the
"Board" for the period beginning July 1, 1990 and ending June 30,

WITNESSETH

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1993.

- 8 WHEREAS, The Board and the Federation recognize and declare
 9 that providing quality higher education for the students of the
 10 College is their mutual aim and that the character of such edu11 cation depends in great measure upon the quality, morale, and
 12 dedication of the College faculty, and,
- 13 WHEREAS, The members of the faculty are particularly quali14 fied to aid and assist in the development of policies and in
 15 determining educational programs for the purpose of making recom16 mendations to the President, and
- WHEREAS, The Board and the representatives of the Federation
 have agreed upon the terms of an agreement between them and have
 reached certain understandings which they desire to express in
 this agreement, and

- 1 WHEREAS, The Board has a statutory obligation, pursuant to Chapter
- 2 303, Public Laws of 1968, and Chapter 123, P.L. 1975 as amended, to
- 3 negotiate with the Federation as the representative of employees
- 4 hereinafter designated with respect to the terms and conditions of
- 5 employment, and,
- 6 WHEREAS, The parties have reached certain understandings which
- 7 they desire to confirm in this Agreement,
- 8 In consideration of the following mutual convenants, it is hereby
- 9 agreed as follows:

ARTICLE I - UNION RECOGNITION

10 UNIT

- 11 The Board hereby recognizes the Federation as the exclusive and
- 12 sole representative for collective negotiations concerning grievances
- 13 and terms and conditions of employment for all full-time faculty of
- 14 the employer, full-time teaching assistants, librarians, laboratory
- 15 assistants, counselors, college nurse, and chairpersons when performing
- 16 teaching duties whether under contract, on leave, employed or to be
- 17 employed by the Board, but excluding: department chairpersons, deans,
- 18 assistant deans, associate deans, full-time administrative services
- 19 personnel, managerial executives, classified personnel and adjunct
- 20 faculty. For the purposes of this Agreement, department chairpersons
- 21 will continue to have faculty rank and may earn tenure. Department
- 22 chairpersons' reappointments, promotions and sabbatical leaves will be
- 23 covered by a separate procedure to be established by the Board and

- will not be subject to this collective bargaining Agreement. It is
- 2 further agreed that such reappointments, promotions, and sabbatical
- 3 leaves granted to chairpersons shall not reduce the number of re-
- 4 appointments, promotions and sabbatical leaves intended for other
- 5 members of the bargaining unit, either by other provisions of this
- 6 Agreement or by established Board policy.

...

ARTICLE II - DEFINITIONS

All members of the bargaining unit are referred to as "faculty members" for the purpose of this Agreement only. The term "teaching faculty" when used hereinafter in this Agreement shall apply to full-time classroom teachers with academic rank. Definitions covering non-teaching faculty members of the Federation are as follows:

6 A. Librarians - The librarian is a professional staff member of 7 the learning resources center who is responsible for the coordination 8 of the development of the collection, for processing printed and non-9 printed materials and assisting in the utilization thereof by students, 10 staff and public. Librarians work on an academic calendar but may be required to work, by their supervisor, during periods of time 11 when the faculty is on holiday or a recess. Individuals who are 12 required to work during these periods shall be granted compensatory 13 time off at a mutually agreed upon convenient time. The librarians 14 15 may recommend to their supervisor a work calendar for these periods where 16 they have mutually agreed, among themselves, to a work schedule to 17 cover the library as required during these periods. A librarian's 18 work year shall be for 10 months commencing with the faculty reporting date and ending with the last working day in June and shall have a work 19 week consisting of 35 hours. Librarians shall be appointed with 20 academic rank. Librarians shall not be required to work a split shift 21 22 unless mutually agreed upon by the faculty member and the 23 administration.

- All summer and part-time librarian contracts shall be offered first to full-time librarians at the per diem rate on a rotation basis as mutually agreed upon by the Director of the Learning Resources Center and the librarians. Sick days accumulated by the librarians shall apply to summer contracts.
- 6 В. Teaching Assistants - While the specific duties of these personnel may differ for different departments or divisions, depending 7 upon the purpose and function of the laboratory, their duties generally 8 9 include the assisting of faculty in teaching laboratory sections and the 10 supervising of staff and student assistants. They are involved in laboratory preparations and maintenance of laboratories. They test 11 12 experiments and make revisions as required. For academic preparation of 13 laboratories, they shall be allowed a minimum of two (2) and a maximum of 14 four (4) hours as determined by the appropriate academic dean within their 15 35-hour work week, including a maximum of 25 lab contact hours. All 16 academic preparation officially assigned shall be accomplished on campus. These personnel work an academic calendar with the exception of the 17 18 Science Division personnel who may be required to work five days in 19 addition to the academic calendar, split as required, before the start of 20 each semester, and shall be paid at per diem rate for this period of time.
- 21 C. <u>Laboratory Assistants</u> These personnel provide technical
 22 support to the teaching faculty in the operation and supervision of the
 23 laboratories in the Hotel/Restaurant Management program. They are in24 volved in laboratory preparation and maintenance of laboratories. They
 25 work a 35-hour week, including a maximum of 25 laboratory contact hours.
 26 All academic preparation officially assigned shall be accomplished on

- 1 D. College Nurse - The College Nurse is a professional staff member in student affairs, responsible for: (1) the implementation of 2 3 policies and procedures related to the operation of the College Health 4 Services, including the gathering, evaluation and maintenance of student 5 medical histories and other medically related information; (2) the 6 provision of emergency medical care to members of the faculty, staff 7 and student body. He/she serves as a referral agent to public and 8 private medical resources and facilities within Somerset and Hunterdon 9 Counties.
- The College Nurse is appointed to an annual 10-month administrative calendar contract starting on the faculty reporting date to the last working day in June, without academic rank, and with up to 20 days compensatory time off for up to 20 days worked between June 30 and the faculty reporting date, as determined by the Administration in consultation with the College Nurse.
- E. <u>Counselors</u> A counselor is a professional staff member in student affairs who counsels and advises students on matters of educational, vocational, and personal concern. He/she is appointed to a 12-month administrative calendar without academic rank with one

- 1 month (22 days) paid vacation, and shall have a work week consisting of 2 35 hours.
- In order to facilitate staff development, the Administration agrees
 to provide each counselor two days release time per semester as scheduled
- 5 by the Administration in consultation with the Counseling staff.
- 6 Counselors shall be granted compensatory time on an hour for hour
- 7 basis in the event they are assigned to work more than 35 hours in any
- 8 work week. Compensatory time may be accumulated up to one day before
- 9 being taken during a semester. Compensatory time will not be lost if not
- 10 taken because a mutually agreeable time could not be scheduled
- 11 during the semester.

12 ARTICLE III - BOARD AND FEDERATION RIGHTS AND PRIVILEGES

- 13 A. The Board of Trustees retain and reserve unto themselves all
- 14 rights, powers, duties, authority and responsibilities conferred upon
- 15 and vested in them by the laws and constitutions of the State of New
- 16 Jersey and the United States of America.
- 17 B. All other rights, powers, authority and prerogatives of
- 18 management possessed by the Board of Trustees are retained, except as
- 19 they are specifically limited by the terms and conditions of this
- 20 agreement.
- 21 C. Nothing contained in this agreement shall be construed to
- 22 limit the freedom of the Board of Trustees or its agents to deal with
- 23 governmental agencies, external educational associations and profes-

- l sional organizations provided, however, that this dealing shall not
- 2 repeal, rescind, or otherwise be inconsistent with the terms and con-
- 3 ditions of this agreement.
- D. Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings
- 6 on college property at reasonable times.
- 7 E. Whenever any representatives of the Federation are mutually
- 8 scheduled by the Federation and representatives of the Board to parti-
- 9 cipate during working hours in meetings such as, but not limited to,
- 10 negotiations, grievances, conferences, etc., he or she shall suffer no
- 11 loss of pay.
- 12 F. The Federation and the Board shall have the right to post
- 13 notices of concern on faculty bulletin boards. The Federation may
- 14 use faculty mail boxes for communications to its members and also use
- 15 College mail services, exclusive of the postage meter.
- 16 G. The Federation may use College facilities, supplies and
- 17 equipment such as, but not limited to, typewriters, mimeographing
- 18 machines, duplicating equipment, calculating machines, and all types
- 19 of audio-visual equipment at reasonable times when the equipment is
- 20 not otherwise in use. Payment shall be made periodically for the
- 21 aforementioned supplies at College cost prices. The Federation shall
- 22 be liable for damage or loss of equipment used for such purposes,
- 23 normal wear and tear excepted.

- H. The Board agrees to furnish to the Federation as soon as pos-2 sible, upon request to the President of the College, the following 3 documents:
- Approved minutes of Board meetings
- Roster of faculty, including salary as
 adopted by the Board with faculty members'
 addresses and phone numbers
- Last known addresses of former faculty
 members when requested
- I. The Faculty Federation shall be assigned private office space
 for use of the Faculty Federation President.
- J. The Board will deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, the required amount of monthly dues and will submit such dues monthly to the Treasurer of the Federation. The Board will also deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, deductions for a specified credit union limited to Somerset County (savings account only).

ARTICLE IV - RIGHTS AND PRIVILEGES OF FACULTY

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A. Pursuant to the laws of the State of New Jersey, the Board hereby agrees that all faculty members have the right to organize freely, join and support the Federation for the purpose of engaging

- 1 in collective negotiations and other concerted activities for mutual 2 aid and protection. As a duly appointed body exercising powers granted 3 under the laws of the State of New Jersey, the Board agrees that it will 4 not directly or indirectly deprive, discourage, coerce or harass any 5 faculty member in the enjoyment of any right conferred by the laws of 6 New Jersey or the constitution of New Jersey and of the United States; that it will not discriminate against any faculty member with respect 7 8 to hours, wages, terms or conditions of employment by reason of his/ her membership in the Federation and its affiliates, his participation 9 10 in any activities of the Federation or collective negotiations with 11 the Board, or his/her institution of any grievance, complaint or pro-12 ceeding under this Agreement.
- B. The provisions 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, marital status, handicapped or veterans status.
- 17 C. Every reasonable effort shall be made to involve the faculty
 18 in the various developmental phases of the College's academic and
 19 building programs.
- D. Faculty members shall not be required to work, teach or perform any other function in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety. The physical limitations of any room shall not be exceeded.

E. Faculty will not be assigned in an area in which they lack academic preparation or professional training or equivalent experience except in cases where the faculty member, the administration, and the Federation agree this could be to mutual advantage of the faculty member and the College.

F. Vacancies

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- For the purpose of this agreement a vacancy shall be defined as any of the following situations:
 - a. The creation of any new position.
 - The consolidation of two or more existing positions.
 - c. A significant increase and change in the responsibilities and duties of the individual holding a particular position whereby the duties and responsibilities of the original position are significantly changed.
 - d. A change in the job title or compensation accompanied by the change in responsibilities and duties set forth in paragraph "c" hereof.
 - The elevation of a job title to the rank of dean or higher.

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The parties further agree that a vacancy shall not be declared where there are deminimis changes in job responsibilities without any of the factors cited in "b", "c", "d" and "e" above being present.

- 2. Notice of any professional position vacancy at Raritan
 Valley Community College whether it be administrative or faculty, shall
 be posted on the faculty bulletin board and on all department/division
 bulletin boards for one week prior to its publication elsewhere.
- 3. Faculty members who are applicants for such opening shall be notified of the disposition of their application prior to the adoption of the resolution by the Board of Trustees filling such position.
 - G. Admission to Courses
- 1. On a space-available basis, all faculty members are to
 be granted tuition-free entrance to two courses per semester (credit
 and/or community service) at Raritan Valley Community College so long
 as there is no conflict with their own assignments as determined by the
 appropriate dean.
- 2. On a space-available basis, faculty dependents
 21 (including husband, wife or children) are to be granted tuition22 free entrance to three courses (credit and/or community service)
 23 per semester at Raritan Valley Community College for which they
 24 meet entrance requirements. If the dependent is a full-time,
 25 matriculated student at the College, the limitation on credit
 26 courses per semester will not apply.

H. Official Announcements

2 The College shall make available to the faculty any official

3 announcements coming to their attention of grants available to the

4 faculty and of new legislation of interest to the faculty, and the

5 Federation shall make available to the Director of Resource Develop-

6 ment and Academic Planning like information.

I. Relief from Instructional Duties

8 A faculty member shall only fulfill administrative functions

9 voluntarily. When a faculty member does fulfill administrative func-

10 tions with the authorization of his/her Dean, he/she shall be granted

relief from instructional duties to the extent of the time and effort

involved at the mutual agreement of the appropriate dean and faculty

13 member.

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- J. The President of the Federation shall be provided with
- 15 copies of all faculty schedules.
- 16 K. Just Cause Provision No faculty member shall be disciplined,

17 reprimanded, reduced in rank or compensation, or given an adverse evalu-

18 ation of his/her professional services without just cause.

President meets with a faculty member regarding any matter concerning his continued employment, salary, or any increment pertaining thereto, he/she shall be given one (1) week's prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview.

M. Professional/Personnel Files

There shall be two files: a professional file and a personnel file. The professional file shall contain any and all information relative to the individual's teaching competence and performance, achievement, research, and contributions of an academic and professional nature as well as official evaluations necessary for reappointment, promotion and tenure. The professional file shall be kept in the office of the appropriate dean. The personnel file shall contain all information regarding educational credentials and terms and benefits of employment as well as material not germane to the professional file. The personnel file shall be kept in the office of the Director of Personnel. No other file shall be kept except for prehiring materials, including confidential references.

A faculty member will be permitted to personally review his/her personnel/professional files during normal hours of operation. The individual may place any addition in writing that he/she wishes without limitation. Written request for deletion of certain material from personnel/professional files may be made to the President by the faculty member.

The President's decision shall be final, except where objective information is viewed as factually incorrect by the faculty member. If the President refuses to delete the objective information in question, the faculty member may grieve the presence of the material.

ARTICLE V - APPOINTMENT AND RETENTION OF FACULTY

- A. Appointments to the faculty of Raritan Valley Community College shall be made by the Board of Trustees as provided by law.
- B. When a prospective employee accepts a position at Raritan
 Valley Community College, he/she shall be provided with a copy of this
 written Agreement, the position description, and his/her written contract
 which shall contain, but not be limited to, the following:
- 18 l. Title

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- 2. Dates for which employment is effective
- The salary rate stated in annual terms as
 well as proration, when applicable

- 1 4. The name of the employee
- Academic rank or grade (where appropriate)
- 3 C. Initial hire At the time of initial hire, credit for
- 4 previous collegiate teaching experience, equivalent teaching experience
- 5 other than College teaching, and equivalent business, industrial, or pro-
- 6 fessional experience is granted as determined by the administration.
- 7 Degrees earned and/or experience should be in the subject field or equi-
- 8 valent for which a faculty member is hired.
- D. A person hired as a full-time faculty member for a por-
- 10 tion of an academic year shall be paid a proportionate share of an
- ll academic year salary. He shall be afforded full-time benefits of
- 12 Blue Cross/Blue Shield health insurance, dental insurance and group
- 13 life insurance only. A faculty member shall not be assigned a full
- 14 teaching load to be compensated on the basis of a part-time salary
- 15 schedule.

- 16 E. Teaching faculty members and librarians shall be con-
- 17 sidered probationary employees until tenure is granted and shall be
- 18 ineligible to apply for a formal grievance hearing if not reappointed

during the probationary time. Federation members who do not have rank and

- 20 who are not eligible for tenure may exercise the right of a hearing before
- 21 the President of the College to show just cause for non-reappointment
- 22 after a fifth or subsequent contract if the Federation member believes

- 1 that the non-reappointment is arbitrary, capricious or discriminatory.
- 2 The Federation member shall have the burden of proof to show arbitrary
- 3 capricious or discriminatory action.
- F. During the term of this contract there shall be no
- 5 general reduction in staff except for good cause, such as a reduction
- 6 in College finances and/or reduction in student enrollment. In the
- 7 event of such a reduction, tenured bargaining unit members who are re-
- 8 trenched are entitled to reemployment rights as per New Jersey Statute
- 9 (N.J.S.A 18A:60-3).

10 ARTICLE VI - REAPPOINTMENT, TENURE AND PROMOTION

11 A. Criteria

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At this time, as a result of the Ridgefield Park decisions, it is understood that the establishment of criteria for reappointment, tenure, and promotions is a management prerogative, and that the following sections are for information only and can be changed by the Administration as they determine appropriate.

1. Performance criteria

The following broad and interrelated criteria shall be considered in assessing candidates for reappointment, tenure and promotion. For annual reappointment, prior to tenure, these criteria are flexible and are meant to serve as general guidelines. Not all criteria must be met each year for reappointment. For tenure each of the general criteria must be met.

The Board of Trustees and Federation agree that the purpose of promotion is the recognition of meritorious performance and not merely the meeting of minimal qualifications.

The criteria are as follows:

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- a. Satisfactory performance of faculty duties and evidence of effective teaching as documented by self, administrative and student evaluations and peer observations or, in the case of non-teaching faculty, satisfactory performance of duties.
- b. Professional development related to the individual's disciplines such as:
 - Successful completion of approved graduate course work and/or continuing education in one's academic or related field. In the case of faculty members who earned a terminal degree in their field, evidence of continued study in that field.
 - Presenting a professional paper or serving on panels at regional or national meetings or seminars or active committee membership in regional or national professional societies and organizations.
 - Publication(s) in recognized journal(s) pertaining to a candidate's academic field or publication of a book(s) or monograph(s).
 - 4. On-going professional practice in those disciplines including, but not limited to, nursing where professional practice in ones' discipline is necessary to obtain or maintain certification.
 - c. Evidence of college contributions which entail sustained, positive faculty involvement such as:

- 1 that the non-reappointment is arbitrary, capricious or discriminatory.
- 2 The Federation member shall have the burden of proof to show arbitrary
- 3 capricious or discriminatory action.
- F. During the term of this contract there shall be no
- 5 general reduction in staff except for good cause, such as a reduction
- 6 in College finances and/or reduction in student enrollment. In the
- 7 event of such a reduction, tenured bargaining unit members who are re-
- 8 trenched are entitled to reemployment rights as per New Jersey Statute
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Performance criteria

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The Board of Trustees and Federation agree that the purpose of promotion is the recognition of meritorious performance and not merely the meeting of minimal qualifications.

The criteria are as follows:

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- a. Satisfactory performance of faculty duties and evidence of effective teaching as documented by self, administrative and student evaluations and peer observations or, in the case of non-teaching faculty, satisfactory performance of duties.
- b. Professional development related to the individual's disciplines such as:
 - Successful completion of approved graduate course work and/or continuing education in one's academic or related field. In the case of faculty members who earned a terminal degree in their field, evidence of continued study in that field.
 - Presenting a professional paper or serving on panels at regional or national meetings or seminars or active committee membership in regional or national professional societies and organizations.
 - Publication(s) in recognized journal(s) pertaining to a candidate's academic field or publication of a book(s) or monograph(s).
 - 4. On-going professional practice in those disciplines including, but not limited to, nursing where professional practice in ones' discipline is necessary to obtain or maintain certification.
 - c. Evidence of college contributions which entail sustained, positive faculty involvement such as:

1		(1)	Department Chairpersons
2		(2)	College Forum and Committees
3		(3)	Academic Department Committees
4		(4)	College Ad Hoc Committees
5		(5)	Committees that involve college-wide pro-
6			jects, i.e., Arts Festival, etc.
7		(6)	Assistance in registration and recruitment
8			activities
9		(7)	Community oriented programs
10		(8)	Student guidance, counseling and/or club
11			advisor
12		(9)	Major contributions to the college through
13			administrative, academic and federation .
14			leadership.
15	d.	Evid	ence of community contributions such as:
16		(1)	Career advisory committees
17		(2)	High school visitations
18		(3)	Work with local school faculty
19		(4)	Student placement
20		(5)	Membership and work with community service
21			organizations and/or County and State agencies
22			and committees
23		(6)	Development of seminars - e.g., law enforcement
24		(7)	Guest speaking appearances
25		(8)	Participation in public awareness programs

Academic Experience and Time in Rank:

Teaching faculty and librarians

In addition to the general criteria for reappointment, tenure
and promotion listed above in section A.1 of this Article,
specific criteria must be met for promotion from one rank to
another.

- 1. INSTRUCTOR: Master's degree in appropriate subject area.
- of which five (5) must have been served
 at Raritan Valley Community College. A faculty
 member will be expected to serve a minimum of
 five (5) years in the rank of instructor. He/She
 will be required to have a Master's degree plus
 nine credits beyond the Master's degree. In the
 case of individuals who have earned their
 graduate credits in doctoral programs that do not
 offer a Master's degree, a Bachelor's degree plus
 39 credits shall serve in lieu of the Master's
 degree plus nine credits.

1	3.	ASSOCIATE PROFESSOR: Seven (7) years of college teaching,
2		of which five (5) years must have been served at
3		Raritan Valley Community College. A faculty member
4		will be expected to serve a minimum of five (5)
5		years as assistant professor. He/She will be
6		required to have a Master's degree plus eighteen
7		credits beyond the Master's degree.

4. PROFESSOR: Nine (9) years of college teaching of which five (5) must have been served at Raritan Valley Community College. The faculty member will be expected to serve a minimum of five (5) years as associate professor. He/She will be required to have earned a doctorate, approved terminal degree or ABD plus additional documented professional development.

b. COUNSELORS

While counselors are not appointed to academic rank nor eligible for tenure, counselors shall be classified in four grades:

Counselor I; Counselor II; Counselor III; and Counselor IV. The following criteria will be used in every case involving promotion from one counselor category to another:

1	· 1.	Counselor I	A Master's degree in the appropriate subject
2			area.
3	2.	Counselor II	Five (5) years of counseling experience of
4			which five (5) continuous years must have
5			been served at Raritan Valley Community Col-
6			lege. A Counselor II will be expected to
7			serve a minimum of five (5) years as
8			Counselor I. He/she will be required to
9			have a Master's degree plus nine (9) credits
10		•	beyond a Master's degree.
11	3	Counselor III	Seven (7) years of counseling experience of
12			which five (5) continuous years must have been
13			served at Raritan Valley Community College. A
14			Counselor III will be expected to serve a
15			minimum of five (5) years as a Counselor II.
16			He/she will be required to have a Master's
17			degree and eighteen (18) credits beyond a
18			Master's degree.
19	4.	Counselor IV	Nine (9) years of counseling experience of
20			which five (5) continuous years of this time
21			must have been served at Raritan Valley Com-
22			munity College. A Counselor IV will be
23			expected to serve a minimum of five (5) years
24			as a Counselor III. He/she must have earned

1		a Doctorate degree or earned thirty (30) credits				
2	beyond a Master's degree.					
3		ACADEMIC EXPERIENCE AND	TIME IN RANK			
4 5 6	<u>Rank</u>	Academic Requirement	College Level Teaching Experience	Minimum Time in Previous Rank at RVCC		
7	For promoti	on to rank of:				
8 9 10	Instructor	Master's degree in appropriate subject area				
11 12 13 14 15 16 17 18 19 20 21	Assistant Professor	Master's degree plus nine credits. In the case of indi- viduals who have earned their gradu- ate credit in docto- ral programs that do not offer a Master's degree, a Bachelor's degree plus 39 cre- dits shall substitute.	, 5 years	5 years		

1 2 3	<u>Rank</u>	Academic <u>Requirement</u>	College Level Teaching Experience	Minimum Time in Previous Rank at RVCC
4 5	Associate Professor	Master's degree plus 18 credits	7 years	5 years
6 7 8 9	Professor	Doctorate; approved terminal degree; or ABD plus additional documented profes- sional development.	9 years	5 years
11 12 13 14 15	<u>Grade</u>	Academic Requirement	Counseling Experience	Minimum Time in Previous Grade at RVCC
16	For promotion	n to the rank of:		
17 18	Counselor I	Master's degree in appropriate subject		
19 20 21	Counselor II	Master's degree plus 9 credits	5 years	5 continuous years

1 2 3		cademic quirement	Counseling Experience	Minimum time in Previous <u>Grade at RVCC</u>
4	For promotion to	the rank of:		
5 6	Counselor III	Master's degree plus 18 credits	7 years	5 continuous years
7 8 9	Counselor IV	Doctorate or Master's degree plus 30 credits	9 years	5 continuous years

c. Exceptions to a and b

- l. In special cases, recognized achievement in specialized fields may be accepted in lieu of graduate course work or continuing education for promotion from one rank to another. Nine years or more of experience in business, industry or the professions may be considered by the administration to be the equivalent of a Master's degree plus nine (9) credits; twelve or more years of experience may be considered by the administration to be the equivalent of a Master's degree plus 18 credits.
- The requirement of the doctorate may be waived in specialized fields in which advanced graduate work on this level is unusual or unavailable. In such cases, significant, recognized

1	professional achievement may be an acceptable substitute for the
2	doctorate.
3	3. It is mutually understood and agreed that the President
4	of the College may, under extraordinary circumstances, waive the
5	standard requirements for reappointment and promotion to any
6	academic rank.
7	B. Review Committees for Reappointment, Tenure and Promotion
8	1. Faculty Review Committees:
9 ,	a. Membership:
10	Four Faculty Review Committees shall be established
11	to include any following departmental representation:
12 13 14 15 16 17 18 19	 Business, Management, and Computer Information Systems English, Social Science and Student Affairs (Counselors) Fine and Performing Arts, Humanities and Librarians Math, Science and Engineering, Nursing and Physical/Health Education
20	b. Selection and Term:
21	Each department shall elect one departmental rep-
22	resentative from the tenured faculty and a
23	counselor, where designated, to serve on the com-
24	mittee for a one-year term. Elections shall be held
25	by April 15 to select representatives for a term

commencing the next academic year. A tenured faculty member being considered for promotion is not eligible to serve during a year he/she is being considered. Each Faculty Review Committee shall elect a Chair at the first committee meeting.

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Responsibilities: c.

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- Using the criteria outlined in Section A., Committees will review and assess the qualifications of each candidate for reappointment, tenure and promotion. The Committees will review all pertinent documents including self, peer, student, chairperson and administrative evaluations.
- Members of the Committee must attend all scheduled meetings of the Committee. Committee members who do not attend any scheduled meeting will be automatically removed from the Committee.
- 3. All members are required to cast affirmative or negative votes. Abstentions will not be permitted.
- 4. All candidates for reappointment, tenure and promotion will be assessed and qualitatively ranked as follows: Highly Recommended, Recommended, Recommended with Qualification, and Not Recommended.

1	A candidate must receive a majority vote in
2	one of the above categories.
3	5. Confidential committee recommendations and
4	written documentation supporting the recom-
5	mendations shall be forwarded to the Dean o
6	Instruction and Professional Standards Com-
7	mittee by October 15 for Reappointment and
8	Tenure, and by February 15 for Promotion.
9	Professional Standards Committee:
10	a. Membership, Selection and Term:
11	The Committee shall include four faculty mem-
12	bers appointed by the Federation and four
13	members appointed by the President, in-
14	cluding the Dean of Instruction who shall
15	serve as Chair. Members will be appointed
16	annually to two-year staggered terms.
17	b. Responsibilities:
- 18	1. Using the criteria outlined in Section A.,
19	the committee will review and assess the quali-
20	fications of all candidates for reappointment,
21	tenure and promotion. The Committee will review
22	all pertinent documents including evaluations
23	and the recommendations of the Faculty Review
24	Committee and interview all candidates for
25	tenure and promotion. The Committee may

- 28 -

1		augment the review process by conducting classroom
2		observations for faculty members being considered
3		for reappointment in the third or fourth year, in
4		the fifth year for candidates for tenure, and in
5		all cases for promotion.
6		2. All Committee members will have voting re-
7		sponsibilities.
8		3. All members are required to cast affirmative
9		or negative votes. Abstentions will not be per-
10		mitted.
11		4. All candidates for reappointment and tenure
12		will be assessed and qualitatively ranked as
13		follows: Highly Recommended, Recommended, Recom-
14		mended with Qualification, and Not Recommended.
15		A candidate must receive a majority vote in one
16		of the above categories.
17		5. Confidential committee recommendations and
18		written documentation supporting the recommen-
19		dations and qualitative ranking shall be for-
20		warded to the Vice President for Academic and
21		Student Affairs by December 1 for reappointment
22		and tenure and April 1 for promotion.
23	D.	Application for Promotion:

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Faculty members who meet the eligibility require-

ments for promotion and wish to be considered for promotion in the next academic year, shall submit

1		a formal application to the Chair of the Professional
2		Standards Committee on or before December 1. The
3		faculty member must submit along with his/her
4		application, specific documentary statements
5		detailing how he/she has fulfilled the criteria
6		outlined in Section A of this Article.
7	E.	Schedule for Review and Recommendations for
8		Reappointment, Tenure and Promotion:
9		1. Reappointment and Tenure:
10		a. Faculty Review Committee shall forward
11		recommendations to the Professional
12		Standards Committee by October 15.
13		b. Professional Standards Committee shall
14		forward recommendations to the Vice
15		President for Academic and Student
16		Affairs by December 1.
17		c. The Vice President for Academic and
18		Student Affairs shall forward recom-
19		mendations to the President of the
20		College by January 15.
21		d. Notice of intent to reappoint shall be
22		given in writing no later than the last
23		day of February during the first year
24		of service and not later than the last
25		day of January thereafter. Faculty
26		members shall have until March 15 to

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notify in writing the President of the 'College of his/her decision to continue or terminate employment.

2. Promotion:

- Faculty Review Committees shall forward recommendations to the Professional Standards Committee by February 15.
- Professional Standards shall forward recommendations to the Vice President for Academic and Student Affairs by March 15.
- c. The Vice President for Academic and Student Affairs shall make his/her recommendations to the President of the College by May 1.
- d. The President of the College shall forward his/her recommendations to the Board of Trustees by the end of the academic year. The Board of Trustees will act upon the recommendations on or before June 30.
- e. The College will make a good faith effort to notify each faculty member of the Board's decision regarding promotions within 48 hours after the Board meeting at which such decisions are approved. Faculty members who are not promoted shall be scheduled for an interview with the Dean of Instruction as soon as possible but generally not longer than two weeks following

3 request of the faculty member involved. 4 ARTICLE VII - PERFORMANCE REVIEW 5 Α. Purposes: 6 1. To acknowledge teaching effectiveness, professional 7 achievement and college/community contributions. 8 2. To strengthen faculty development and promote 9 quality instruction. 10 3. To provide a sound and reasonable basis for recom-11 mending faculty for reappointment, tenure and promo-12 tion. Procedures: 13 В. 1. Self Evaluation: 14 Each faculty member, tenured and untenured, shall 15 submit a completed annual self evaluation to the Dean 16 of Instruction prior to commencement. The self 17 evaluation shall include evidence of teaching 18 effectiveness, professional development, college and 19 community contributions, records of course and/or 20 program development. 21 2. Student Evaluations:

Student evaluation of instruction shall be adminis-

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notification. The reasons for non-promotion

shall be stated in writing upon the written

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tered each semester in at least two (2) classes for all faculty members. Evaluations shall be completed by December 1 for the Fall Semester, and May 1 for the Spring Semester. Departments may add an instrument of their choice as an additional evaluation, on a trial basis, with the approval of the Dean of Instruction. Such instrument may replace the existing evaluation form on a College-wide basis should it better serve the needs of the College, as determined by the Administration.

Peer Teaching Observations:

a. Each non-tenured faculty member, including
Teaching Assistants, will be observed at least
once (1) during each academic semester. Tenured
faculty members will be observed at least once
(1) every two (2) academic years. Faculty in
academic areas not eligible for tenure, upon the
completion of five years of employment, shall be
evaluated once (1) every two (2) years. Peer observers and the class(es) to be observed will be
selected by mutual agreement between the faculty
member and his/her Department Chairperson.
Department Chairpersons will forward to the Dean
of Instruction by October 1 an annual schedule
for peer observations of all departmental tenured
and untenured faculty. The schedule will

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- identify the peer observer and class(es) to be observed.
- b. Faculty members being observed will be given at least five (5) working days notice prior to any class observation.
- c. Prior to the class observation, the faculty member being observed shall submit to the peer observer a written statement of course learning objectives, a course outline or syllabus, and a sample examination or criteria for student evaluation.
- d. Class observations shall last for one full class period.
- e. Peer observers shall submit within seven (7) working days a typed observation report with recommendations for those areas which require improvement. A conference to discuss the report with the faculty member will be scheduled by the peer observer.
- f. A copy of the report, course materials, and any written responses prepared by the faculty member will be forwarded to the Dean of Instruction for review and placement in the faculty member's professional file.
- g. Non-tenured faculty members may request additional teaching observations. Such requests shall be made to the Department Chairperson

1 who shall, within the semester, schedule the additional observations requested. 2 3 4. Chairperson's Evaluations: a. Class observation-Chairperson's teaching observations 5 shall follow the same procedures as outlined for peer 6 observations in B. 3. 7 1) Each non-tenured faculty member will have at 8 least one class observation per year performed 9 by his or her department chairperson. 10 2) Each tenured faculty member will have at least 11 one such observation every three years. 12 ь. Evaluations: 13 1) The Chairperson's evaluations of faculty members 14 will be sent to the Dean of Instruction. 2) 15 The Chairperson is to review the evaluation with 16 the faculty member prior to submitting it to the 17 Dean of Instruction. 18 The Chairperson will submit to the Dean of Instruction c. 19 an annual evaluation of each faculty member identi-20 fying strengths, weaknesses, accomplishments and con-21 tributions, and recommendations for strengthening 22 performance. At the same time, a copy of the evalu-23 ation will be submitted to the faculty member. The 24 faculty member may submit a written response, which

will be attached to the Dean's copy of the Chairperson's evaluations. Confidential recommendations
for reappointment, tenure, promotion and sabbatical
leaves will also be submitted by the Chairperson.

Administrative Evaluation:

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The Dean of Instruction or designee shall prepare an evaluation summary for each untenured faculty member once (1) every year and each tenured faculty member once (1) every three years. The summary will identify strengths and accomplishments and contributions, reflect the assessments of the Faculty Review and Professional Standards Committees and include recommendations for strengthening performance. Individual conferences will be scheduled to review the evaluation summary with the faculty member.

C. Materials for Performance Review:

All materials described in Article VII, Section C., will be placed in the faculty member's professional file.

Materials shall include:

- Self evaluation.
- Student evaluations.
- 3. Peer teaching observations.
- 4. Chairperson's evaluation.
- 5. Administrative summary evaluation.

ARTICLE VIII - SALARY POLICY

1	Α.	The Board agrees that the initial salary for faculty
2		appointments for the duration of this contract shall not be
3		less than the amount shown below for each rank. These
4		minimum salaries shall also apply to all current members
5		of the bargaining unit in their present rank and upon
6		promotion to a higher rank or grade.

7	Professor and Counselor IV	\$40,900
8	Associate Professor and Counselor III	\$35,000
9	Assistant Professor, Counselor II,	
10	and College Nurse	\$30,750
11	Instructor and Counselor I	\$26,000
12	Teaching Assistant	\$23,370
13	Laboratory Assistant	\$22,870

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- B. The salaries of each member of the bargaining unit hired prior to the Fall, 1990 semester shall be increased by 8% on September 1, 1990, by 7.5% on September 1, 1991, and by 7% on September 1, 1992.
- C. Maximum salaries for each rank or grade for the duration of this Agreement are summarized below:

20	Professor and Counselor IV	\$65,000
21	Associate Professor and Counselor III	\$57,500
22	Assistant Professor, Counselor II,	
23	and College Nurse	\$49,000
24	Instructor and Counselor I	\$41,000
25	Teaching Assistant and Laboratory	
26	Assistant	\$37,500

E. The following are the overload rates for the period covered by this Agreement:

3	Academic Year	Rate
4	1990-91	\$ 540
5	1991-92	\$570
6	1992-93	\$600

- F. Salary increments for promotion from one rank or grade to another shall be five percent (5%), or the difference between the member's salary (after any annual increase and the promotion increase) and the minimum for the new rank, whichever is greater.
- G. Pay Days The Board shall have prepared monthly payrolls for the period September through June (10 months). Faculty members shall be paid one half of the net amount due them for each month on the fifteenth and last day of the month, or on the last day of school prior to the fifteenth or last day of the month if the fifteenth or last day of the month shall fall on weekends or holidays. Faculty members may elect to receive their ten (10) months pay over twenty (20) or twenty-four (24) payments. All deductions such as hospitalization and pension will be based on a 20-pay plan. If faculty members elect to be paid on twenty-four (24) payment plan, the 20th through the 24th payment for that year will be made to those persons on June 30th of each year.

ARTICLE IX - WORKLOAD

2	Α.	The workload formula is applicable only to full-time
3		teaching faculty who are members of the bargaining unit as
4		recognized in the Board-Faculty Agreement. The formula's
5		use is restricted to the two semester academic year. It is
6		not designed for use between the fall and spring semester
7		nor in the period following the spring session, nor in the
8		summer, either in presession or regular session, even if
9		portions of these sessions fall within the period covered
10		by the contract.

- B1. The annual workload for faculty shall be 30 contact hours per academic year; 15 contact hours shall constitute a normal workload for each academic semester.
 - 2. Assigned Overload: Contact hours assigned in excess of 15 per semester or 30 per academic year, will be compensated at the overload rate based on the contact hour(s) in excess of fifteen (15) in the fall semester, or contact hours in excess of thirty (30) for the academic year.
 - 3. The normal workload of 30 contact hours per academic year may be unevenly assigned between the fall and the spring semesters by mutual agreement between the faculty member

1	and the administration.	Under this provision, it is
2	understood that overload	compensation will be paid for
3	contact hours in excess of	of 30 for the academic year.

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- 4. Faculty who are assigned to teach large groups with multiple discussion sections shall be considered in load for the semester with 12 contact hours and a minimum student load of 125 students.
- 5. The normal workload shall include one to three separate preparations per semester. If more than three preparations are assigned, a maximum of four course sections shall constitute a complete workload.
 - 6. No more that seven (7) sections of English Composition may be assigned to a faculty member each academic year, and no more than four (4) sections will be assigned in any one semester. Class size in all English Composition course sections will be limited to 23 students.
 - In the case of licensed programs such as nursing, three hours in load will be the maximum off-campus facility preparation time.
 - 8. The following provisions further define the workload for faculty members in physical education:
 - All physical education courses shall receive full contact hour credit.

1		b.	The annual workload of 30 contact hours may include
2			the assignment of physical education activity courses,
3			non-activity courses,or a combination thereof. Should
4			a physical education faculty member be assigned four
5			(4) separate course preparations of non-activity
6			courses, this will constitute a full load.
7		c.	Where modular courses are taught, the normal workload
8			may be unevenly assigned between the two modules in a
9			given academic semester by the administration.
10		d.	Service as a coach may be assigned. The Administra-
11			tion will make every effort to consult with faculty
12			members before making such assignments. No faculty
13			member will be assigned more than one coaching
14			assignment per semester without his/her consent.
15			Contact hours for coaching assignments will be agreed
16			on in advance by the Administration and the faculty
17			member, and will take into account travel time to and
18			from road contests.
19	9.	Labo	ratory: The workload for teaching faculty whose
20		assi	gnment includes laboratory supervision/instruction or
21		1abo	ratory evaluation shall be calculated as follows:
22		a.	Supervision and instruction: A faculty member
23			assigned to supervise and provide instruction in a
24			laboratory shall receive credit for one contact hour
25			for each hour of scheduled laboratory.
26		b.	Evaluation: Each hour of a scheduled laboratory
27			evaluated by a teaching faculty member but supervised

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by other than the teaching faculty member will be calculated as one-quarter (1/4) of a contact hour.

- 10. A maximum of two (2) evening course sections may be assigned as part of the normal workload. administration will consider the personal situations of individual faculty members when assigning evening courses, and make every effort to rotate evening course assignments equitably within each academic department.
- C. Elected Overload
 - Faculty members shall receive preference to teach courses 1. which will place them in elected overload. The selection of courses shall be made by the Dean of Instruction in consultation with the faculty.
- 2. Elected overload shall be compensated at the overload rate times the number of course contact hours.
- 3. Elected overload assignments are limited to two (2) courses per semester and two (2) courses during each summer session. No faculty member may teach two (2) successive courses in elected overload during the regular academic year or in any of the summer sessions until every teaching faculty member in the discipline who has requested such an assignment has been assigned a course. Assignments will be based on academic qualifications and experience at the college, and shall be made by rotation order as determined by the faculty in the discipline.
- D. In computing load the administration shall determine which courses shall constitute load and which courses shall

1		constitute overload. The faculty member shall receive
2		his/her assignment at the earliest practical time and it
3		shall be finalized no later than the 11th day of classes
4		each semester.
5	Ε.	Each faculty member shall be assigned no more than 240
6		students each semester (or in the case of physical
7		education faculty, no more than 240 students per module).
8	1.	Class: A class is a conventional group of up to 40
9		students. This definition shall restrict class size in
10		this category.
11	2.	Large group: A large group is a class which combines
12		lecture with multiple discussion sections.
13	3.	Laboratory: A laboratory includes traditional science
14		laboratories such as used in the teaching of Biology,
15		Chemistry, Physics, and Engineering. Included also are
16		laboratories, clinicals, and studios used in the teaching
17		of courses in such disciplines as Business, Computer In-
18		formation Systems, Fine and Performing Arts, Nursing, and
19		Office Systems Technologies.
20	4.	Seminar: A seminar is a group of fewer than 17 students.
21	F.	All teaching faculty must schedule at least four (4) office
22		hours per week. Office hours are not to be scheduled
23		during the College hours. Each faculty member with an
24		elected overload shall schedule one office hour per week
25		for each elected overload class section. Office hours
26		shall be scheduled to provide maximum convenience for the
27		students as determined by the administration in

consultation with faculty members.

G. Cooperative Education, Internships, and Independent Study

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- A faculty member supervising a student(s) enrolled in cooperative education or internship shall be compensated at one-fifth (1/5) of the overload rate per student. The maximum number of such students assignable to a faculty member will be fifteen (15) students per semester.
- 2. A faculty member supervising a student(s) enrolled in independent study shall be compensated at one-fifth (1/5) of the overload rate per student. The maximum number of such students assignable to a faculty member will be ten (10) students per semester.
- A faculty member who is assigned two (2) courses in elected overload may not be assigned additionally more than nine
 (9) students in cooperative education or internship, five
 (5) students in independent study, or seven (7) students in any combination thereof.
- H. Summer Assignments: Faculty assigned to teach in any summer session, presession, or the period betwen the fall and spring semesters will be compensated at the overload rate per contact hour.
- The Federation President shall have a reduced workload of 20%.
- J. Exceptions to the above workload formula may be made with the mutual agreement of the Dean of Instruction and the individual faculty member. All such exceptions will be recorded in the faculty member's personnel file and sent to the Faculty Federation President.

ARTICLE X - EDUCATIONAL, INSURANCE AND MISCELLANEOUS BENEFITS

A. Educational Benefits

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A faculty member shall be entitled to reimbursement of tuition for graduate studies or continuing education sessions equal to fifteen (15) credits in any period beginning in September and ending in August, no more than six (6) of which can be in continuing education units. A faculty member shall be entitled to reimbursement for no more than six (6) credits in any given semester, except if the faculty member is on a sabbatical leave or professional leave he/she may be reimbursed for up to nine (9) graduate credits in any given semester. First year personnel will be limited to six (6) credits during their first year, starting with the second semester of their first year of employment. Reimbursement shall be at the graduate credit hour rate for Rutgers, The State University, or at 75 percent of the existing rate of the institution the faculty member is attending, whichever is the greater amount.

All reimbursed courses taken must be in an approved degree program or be related to the individual's work function at the College. Approval to enroll in a reimbursed graduate or continuing education course must be obtained from the appropriate Dean prior to enrollment. A faculty member shall be reimbursed for one-half cost, at the above rate, upon enrollment; the

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remaining portion to be reimbursed upon satisfactory completion of course. A faculty member shall reimburse the College for courses not completed. In no case shall the Board pay for thesis or dissertation continuation. In all cases, it is the obligation of the faculty member to verify that reimbursable courses are not thesis or dissertation

Prior to approval, this benefit is subject to budget limitations.

B. Insurance Coverage

continuations.

- Each faculty member shall receive the right of personally prepaying premiums of all insurances to which he/she is entitled prior to or during any officially approved leave of absence without pay.
- 2. The Board shall maintain liability insurance for an amount equal to that provided all other college employees for all faculty members while they are conducting official college business. 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/her duties of his/her office, position or employment.
- 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.

C. Health Insurance

fiscal year.

- Each faculty member shall receive, at no cost to the faculty member, full family coverage for eligible dependents under the New Jersey State Health Benefits Program (New Jersey Blue Cross/Blue Shield Series 14/20 Program Coverage including Rider J., and Major Medical).
- 2. Each faculty member shall be entitled to reimbursement of up to \$150 per fiscal year for the purpose of obtaining a general physical examination (including gynecological exams and ophthalmic exams as part of the general physical examination, as well as any laboratory work required).

 To obtain the benefit, a faculty member must present a personal reimbursement form and receipt(s) stating that a general physical examination(s) was completed. In the event that more than one receipt is submitted for reimbursement, the faculty member must submit all receipts at one time. If a faculty member so chooses he/she may skip a fiscal year and apply that \$150 to a sum
 - 3. During the term of the agreement, the Board of Trustees shall provide a dental insurance plan for members of the Federation with benefits comparable to the coverage provided by CIGNA's Schedule XII. Premium costs will be borne by the Board of Trustees. The Board will give first preference to a plan which will allow Federation members to

expand coverage to include families (husband, wife and

total of up to \$300 for an examination(s) in the next

1		children) of members of the Federation. If coverage is
2		available, premium costs for families shall be borne
3		individually by Federation members.
4	D.	Miscellaneous Benefits
5	1.	If the Administration requires a faculty member to operate
6		his personal motor vehicle in the performance of regular
7		business of the College, the College shall reimburse the
8		faculty member at the State rate per mile to cover all
9		motor vehicle expenses, including insurance, paid by the
10		faculty member. However, before using his personal
11		vehicle, a faculty member agrees to provide a minimum of
12		five (5) working days advance notification to reserve a
13		College vehicle.
14	2.	For the duration of this Agreement, Child Care Center fees
15		for children of bargaining unit members will be as follows:
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17		For the first child, employees earning:
18		Less than \$20,000 - \$150/month
19		20,000 - 29,999 - 180/month
20		30,000 - 39,999 - 210/month
21		40,000 or more - 240/month
22		Attendance for additional children will be billed at one
23		half $(\frac{1}{2})$ the rate of the first child.

ARTICLE XI - FACULTY FACILITIES

1 A. The Board agrees to provide the teaching faculty with
2 office space of such a nature that the counseling of
3 students can be conducted in a satisfactory manner.

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- B. Telephone 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 ratio of telephones per faculty member.
- 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 of departmental meetings, special meetings, and the like.
- E. Library, Supplies, Equipment, Storage, Special Purposes 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.
- H. The Board shall provide adequate parking facilities for faculty at no charge.

ARTICLE XII - SABBATICAL LEAVES AND ABSENCES

A. Sabbatical Leave

- 1. Sabbatical leaves are awarded by the Board of Trustees to selected members of the faculty to foster creative activities related to their disciplines. These activities should be of direct educational or institutional value to the College and they should increase the faculty members' professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing for the completion of a degree, scholarly research, and/or writing for publication, advanced study, or other intellectual activities clearly relevant to and designed to enhance the recipient's value to the College. Faculty teaching in academic areas of rapidly changing technologies and skills may qualify for Sabbatical Leave with a specific purpose of maintaining and developing advanced professional expertise and competencies.
- 2. Faculty members shall be eligible for consideration for sabbatical leave after the completion of six (6) academic years, excluding leaves of absence, at Raritan Valley Community College since beginning service or since the last sabbatical leave at Raritan Valley Community College. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work. Length of service alone does not satisfy the preceeding criteria.

3. Sabbatical leave may be for one semester or two semesters in duration. Full salary at the salary rate which he/she would have received if he/she had remained actively employed will be paid for a one semester leave, and half salary of the salary rate which he/she would have received if he/she had remained actively employed will be paid for a two semester leave.

- 4. It is the intent of the Board to grant a minimum of two and a maximum of five sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of various faculty members whose superlative past performance, promise and plans for leave are demonstrably superior. At least one of the minimum of two sabbaticals to be granted by the Board each year shall be for one semester, unless the Faculty Sabbatical Leave Committee recommends otherwise. In the event that the maximum of five (5) sabbatical leaves are granted during an academic year, at least two of those sabbaticals will be for the full academic year.
- 5. Applications from faculty members for sabbatical leaves shall be submitted to a Faculty Sabbatical Leave Committee, with a copy to the appropriate Dean and Chairperson no later than December 1st of the year preceding the academic year for which the sabbatical leave is requested.

 Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans,

1		and shall explicitly describe how the proposed activity
2		will increase the recipient's value to the College.
2	6	The Faculty Sabbatical Leave Committee shall consist of

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- The Faculty Sabbatical Leave Committee shall consist of five (5) members of the tenured faculty, appointed by the President of the College, representing broadly the academic disciplines within the College. The Committee shall evaluate applications for sabbatical leave, shall interview applicants and shall forward to the President of the College the names of those faculty members whom the Committee recommends for sabbatical leave by January 31. In addition, the applicant's Deans shall forward their recommendations to the President. The President shall make his/her recommendations to the Board of Trustees and the Board shall act on these recommendations at the regular February meeting. The decision with respect to the granting or refusal to grant more than two sabbatical leaves shall be a matter wholly within the discretion of the Board and such decision shall not be subject to grievance, except where the procedures stated in this
 - 7. 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/she is obligated to return to continue his/her employment at the College for at least one academic year after completion of his/her sabbatical leave and shall be

Article are violated.

3. Sabbatical leave may be for one semester or two semesters in duration. Full salary at the salary rate which he/she would have received if he/she had remained actively employed will be paid for a one semester leave, and half salary of the salary rate which he/she would have received if he/she had remained actively employed will be paid for a two semester leave.

- 4. It is the intent of the Board to grant a minimum of two and a maximum of five sabbatical leaves during an academic year taking into consideration the budgetary limitations on granting such leaves as well as the professional plans of various faculty members whose superlative past performance, promise and plans for leave are demonstrably superior. At least one of the minimum of two sabbaticals to be granted by the Board each year shall be for one semester, unless the Faculty Sabbatical Leave Committee recommends otherwise. In the event that the maximum of five (5) sabbatical leaves are granted during an academic year, at least two of those sabbaticals will be for the full academic year.
- 5. Applications from faculty members for sabbatical leaves shall be submitted to a Faculty Sabbatical Leave Committee, with a copy to the appropriate Dean and Chairperson no later than December 1st of the year preceding the academic year for which the sabbatical leave is requested. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans,

1	and shall explicitly	describe how the	proposed activity
2	will increase the re	cipient's value t	o the College.

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- The Faculty Sabbatical Leave Committee shall consist of 6. five (5) members of the tenured faculty, appointed by the President of the College, representing broadly the academic disciplines within the College. The Committee shall evaluate applications for sabbatical leave, shall interview applicants and shall forward to the President of the College the names of those faculty members whom the Committee recommends for sabbatical leave by January 31. In addition, the applicant's Deans shall forward their recommendations to the President. The President shall make his/her recommendations to the Board of Trustees and the Board shall act on these recommendations at the regular February meeting. The decision with respect to the granting or refusal to grant more than two sabbatical leaves shall be a matter wholly within the discretion of the Board and such decision shall not be subject to grievance, except where the procedures stated in this Article are violated.
- 7. 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/she is obligated to return to continue his/her employment at the College for at least one academic year after completion of his/her sabbatical leave and shall be

placed on the salary schedule at the level he/she would
have achieved had he/she remained actively employed during
the period of his/her absence. 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 incompatable with
the purpose of this program.

Recipients of sabbatical leaves shall immediately upon

- sabbatical leave for increased income is incompatable with the purpose of this program.

 8. Recipients of sabbatical leaves shall immediately upon their return to the College, submit to the President, their Dean and their colleagues, a comprehensive written report of such activities and accomplishments of the leave and its
- B. Leave of Absence (Without Pay)

value to the College.

Any faculty member who has been employed at Raritan Valley Community College for a least three (3) full years may apply for a leave of absence without pay. Applications shall be filed with the appropriate Dean not later than March 1 preceding the academic year that the leave shall commence. In an emergency situation the faculty member shall make application as soon as possible to the appropriate Dean. The appropriate Dean and Vice President for Academic and Student Affairs shall review the application and submit it with their recommendations to the President. The President of the College will transmit the application with his recommendation to the Board of Trustees. Tenure shall not accrue during leaves of absence. A faculty member shall not be eligible for salary

increases while on such leave of absence without pay.

C. Maternity Leave

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Maternity leave, in compliance with State and Federal Law, shall be treated the same as any other disability.

- D. Death or Illness
 - Five days of bereavement leave shall be granted to faculty members in the event of death in the immediate family (natural or surrogate parents, wife, husband, son or daughter), and other members of the immediate family.
 - 2. All faculty members shall be entitled to twelve (12) days of sick leave each academic year, with the following exceptions: after five (5) years of service, librarians, lab assistants, and the College nurse shall be entitled to thirteen (13) days and counselors to fifteen (15) days of sick leave per year. Such leave will be accumlated for use in event of illness to be used in subsequent years as needed. The Board may require proof of illness. Upon retirement from the College at age 62 or over, with fifteen (15) years or more of full-time consecutive service at the College, the faculty member shall receive a lump sum payment equal to 25 percent (25%) of the unused portion of his/her accumulated sick leave up to a maximum of 25 days payment, computed at the average per diem rate he/she has earned at the College (i.e., this in effect means that if a faculty member has accumulated 100 days of sick leave, he/she will be paid for 25% of

1		that accumulated time.) Accumulated sick days in excess of
2		one hundred (100) are not subject to percentage
3		compensation.
4	3.	Sick Leave Bank - A sick leave bank will be established
5		for use by faculty members who have suffered an ex-
6		tended disability and/or catastrophic illness and have
7		exhausted their own sick leave. The bank will be admin-
8		istered by a committee of two (2) administrators ap-
9		pointed by the President and one (1) faculty member
10		appointed by the Federation.
11		a) At the end of each fiscal year, all faculty
12		members may contribute unused sick days which
13		are in excess of their statutory entitlement
14		of ten (10) days per year for personal
15		illness.
16		b) In order to be eligible to use the sick leave
17		bank, a faculty member must have contributed
18		at least two days within the prior two fiscal

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c) The total sick leave bank shall not exceed one thousand (1,000) days. A faculty member must contribute to the bank in order to maintain his/her eligibility, even when such contribu-

years to the bank. Exceptions may be con-

sidered in extraordinary circumstances. A

faculty member must also have at least one con-

tinuous year of employment.

tion would cause the bank to exceed the maximum of 1,000 days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at 1,000 days.

- d) The Personnel Office shall maintain the record of contributions and withdrawals from the sick leave bank.
- e) An eligible faculty member may present a claim to the Personnel Office for additional sick leave from the bank after all personal sick leave days are exhausted. Upon presenting such a claim, the faculty member must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.
- f) Claims for sick leave from the bank may not be made for illness or injury resulting from a jobrelated condition which falls under the worker's compensation laws.
- g) Claims for sick leave from the bank may not be made during the time when the employee is eligible for disability benefits under the Alternate Benefit Plan.

h) No faculty member may claim more than ninety (90)
days from the bank in any twelve (12) month period.

Once a faculty member has used a total of ninety
(90) days during any twelve (12) month period, he/
she is not eligible for further withdrawals from
the bank until he/she has worked twelve (12) additional months of continuous service.

Faculty members whose claims are validated using the above criteria will be paid as follows:

Years of Continuous Service Percentage of Salary to be Paid

11	2 to 3 years	50%
12	4 to 5 years	70%
13	6 or more years	80%

E. Professional Days

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Up to three (3) days for each academic year, with pay, may be taken at the discretion of the appropriate Dean to attend professional meetings. The faculty member shall make every effort to attend professional meetings. The faculty member shall make every effort to insure that his/her academic responsibilities are met during his/her absence.

F. Personal Leave

Leave shall be permitted for matters which cannot be cared for on free time and which would result in legal, business or family disadvantage if not cured at the appropriate time. For all faculty except counselors and librarians, one day per year shall be granted as personal leave for such purposes and shall not be accumulative. Librarians shall be granted two (2) days and counselors shall be granted three (3) days per year as personal leave for such purposes, which days shall not be accumulative. Such leave must be requested five (5) days in advance to his/her appropriate Dean, except in emergency situations, the faculty member shall give prior notification as soon as possible to the appropriate Dean. The faculty member shall make every effort to have his responsibilities met for that day. Personal leave is not to be used in conjunction with the first or last day of the calendar or with any vacation period.

ARTICLE XIII - ADDITIONAL GENERAL CONDITIONS

A. Teaching Hours

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 Teaching faculty may be scheduled to teach within a Monday through Friday daily eight-hour period except by mutual agreement of the faculty member and the Dean of Instruction. In the event that a teacher is scheduled to teach beyond 6:00 p.m., within his workload, he/she will not be scheduled on the succeeding day sooner than twelve (12) hours following the close of his evening class, except by mutual agreement of the faculty member and the Dean of Instruction.

2. Tentative teaching assignments shall be issued to all teaching faculty at least three weeks before the beginning of the semester. Faculty may exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Dean of Instruction.

- 3. Faculty members shall be present on campus for all professional duties and obligations, including classes, departmental meetings, faculty meetings, student conference hours, convocations and commencement. Attendance at full faculty meetings and departmental meetings shall be required. Absence from these meetings without written permission of the appropriate administrator shall constitute a loss of work and hence, a docking of pay. The administration will make every effort to hold full faculty meetings upon 72 hours' notice.
- 4. Teaching faculty members shall not be required to be in attendance at the College during Christmas and Spring recess, or on Sunday or during intersession, or at other times when classes are not in session except when required to do so by the calendar except by mutual agreement of the faculty member and administration. The time of any faculty member during the examination period not required for the administration of examinations may be utilized for departmental meetings, full faculty meetings, committee meetings, Faculty Federation meetings, and course preparation.

1		C-11
1	ĸ	Calendar

Whenever any holiday falls on a Saturday or Sunday and the State of New Jersey transfers its observance to the preceding Friday or following Monday, then that Friday or Monday shall be considered the holiday for all faculty at the College.

C. Attendance at College Functions

Faculty members attending those functions for which academic attire is required shall have said attire furnished by the College at no charge. Faculty members must attend certain scheduled functions of the College; these are specified to be convocations and commencement.

D. Audio-Visual/Book Publications

Audio-visual materials such as tapes, video-tapes, slides, etc. or books written by faculty members while employed at the College shall be the property (with all rights thereto) of the faculty member who produced the material. For materials developed as a result of assignment by the College, the faculty member retains ownership subject to the following exceptions:

- 1. The College can use the material for its academic programs
- The College is to be reimbursed to the extent of its direct contribution

E. Student Grievance

Faculty members shall be notified as to the nature of any student grievance within five (5) days of the commencement of an investigation of that grievance, except in cases

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Class Changes

where confidentiality is an overriding concern (e.g., sexual harrassment).

Upon investigation, if the College Administration finds probable cause and the nature of the grievance is not of a serious nature to warrant disciplinary action, the Administration shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof. However, if the Administration finds probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the Administration shall advise the faculty member and the Federation President of the grievance.

The College Administration shall investigate the grievance and hold a hearing within 30 school days. The last ten (10) school days prior to the hearing, the faculty member shall receive all details available at that time regarding the grievance including the name of the grievant and related details. Additional information brought to light regarding the grievance during the ten (10) days prior to the hearing shall be made available to the faculty member as soon as possible. Following the hearing, the Administration shall make a recommendation to the College President within ten (10) days.

The master class schedule for each semester will be

constructed on the basis of information provided by the

1 several Departments. Prior to submitting data, the 2 academic Dean of Instruction, or his/her designee, will ask 3 faculty members of his/her unit for suggestions as to the times and locations of classes which should be scheduled. 5 Faculty members will have five (5) days (excluding Saturday 6 and Sunday) to submit their suggestions. A faculty request 7 for special consideration will be submitted to the Dean of 8 Instruction or his/her designee for approval. 9 After the master schedule has been completed and no later 10 than the eighth (8th) day of classes, changes will be made 11 only after the faculty member's request has been approved

ARTICLE XIV - SETTLEMENT OF DISPUTES PROCEDURE

by the Dean of Instruction.

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In the adjustment of complaints and grievances, the Federation shall be represented by a Grievance Committee selected and designated by the Federation. Matters involving interpretation, application or performance of this Agreement shall be taken up as follows: (note - Definition of a "grievant" - a "grievant" is the faculty member or faculty members or the Federation making a grievance or claim.)

FIRST STEP - The grievant will first discuss the grievance with his immediate supervisor within ten (10) working days from the time the grievant had knowledge of such facts as would constitute a violation of this Agreement. At such

meeting, the grievant shall be entitled to have present a representative of the Federation. If the grievant and supervisor do not reach an agreement, the matter shall be reduced to writing within five (5) working days 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 Grievance Committee, one to the supervisor, and one to the Vice President of Administrative and Financial Affairs. SECOND STEP - Within twenty (20) working days after the receipt of the letter, the Vice President of Administrative and Financial Affairs or his representative shall render a written decision either approving the grievance and granting the relief requested or rejecting the grievance and setting forth the reasons for the rejection. THIRD STEP - The Grievance Committee (or the grievant) within twenty (20) working days of the Vice President's decision will notify the Vice President in writing that he/she requests binding arbitration to resolve the grievance as it had been stated in Step I. The procedure after the receipt of the request for binding arbitration will be as follows:

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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) working days of the institution of the Third Step, the Public Employment

Relations Commission shall then be requested to submit panels from which the arbitrator shall be selected.

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- B. The College and the grievant shall bear the expense of their own legal and special representatives; the expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the grievant.
- C. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission.
- D. Matters 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 Public Employment Relations Commission.
- F. The award of the arbitrator shall be implemented within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.
- G. In the event a grievance is filed fifteen (15) days prior to commencement, the grievance shall be filed directly to Step Two and a response to the grievance shall be made within five (5) working days.
- H. Both parties agree that at least one week prior to any arbitration, that each side will furnish to the other, a list of all witnesses, copies of all writings, documents and correspondence which may or will be presented at the arbitration hearing.

ARTICLE XV - APPLICATION OF PROVISIONS OF AGREEMENT

- A. Copies of this Agreement shall be reproduced by the Board in pocket form and indexed 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 by a court of competent jurisdiction, 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.
- C. No-Strike Clause

 The Federation agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The Board of Trustees agrees that it will refrain from locking out
- D. Understanding Clause

 This Agreement incorporates the entire understanding of the parties on all matters which have or could have been subject of negotiations, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or evaluated this Agreement.
- E. Successor Agreement The Parties agree to meet on or before February 1, 1993 for the purpose of simultaneously exchanging negotiating demands.

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ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective for the period commencing July 1, 1990, and continuing through June 30, 1993 and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 1992, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 1993 the parties hereto shall commence negotiations having for their purpose the settlement of the issue(s) raised by such notice.

ROADD	OF ADJICTERS	•
DUAKU	OF TRUSTEES)

FACULTY FEDERATION

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