AGREEMENT BETWEEN

THE

Demersel Country College Board of Martine

BOARD OF TRUSTEES OF SOMERSET COUNTY COLLEGE

AND

FACULTY FEDERATION OF SOMERSET COUNTY COLLEGE

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PREAMBLE

This Agreement is hereby entered into between the Somerset

County College Faculty Federation, Local No. 2375 AFT, AFL-CIO, hereinafter referred to as the "Federation" and the Board of Trustees of

Somerset County College, hereinafter referred to as the "Board" for
the period beginning September 1, 1973 and ending August 24, 1975.

WITNESSETH

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

WHEREAS, The members of the faculty are particulary qualified to aid and assist in the development of policies and in determining educational programs for the purpose of making recommendations to the President, and

WHEREAS, The Board and the Representatives of the 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

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

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

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

ARTICLE I - UNION RECOGNITION

UNIT

The Board hereby recognizes the Federation as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time faculty of the employer, full-time teaching assistants, library assistants, technical assistants, laboratory assistants, counsellors, college nurse, and learning resources personnel whether under contract, on leave, employed or to be employed by the Board; but excluding: division directors, department chairmen, deans, assistant deans, associate deans, full-time administrative services personnel, managerial executives, classified personnel and adjunct faculty.

ARTICLE II - DEFINITIONS

All members of the bargaining unit are referred to as "faculty members" for the purposes 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:

A. <u>Media Specialist</u> - The media specialist is a professional member of the learning resources center media staff who provides technical assistance to faculty, students and staff in the application of media to instructional systems. He/she produces visual and audio materials and operates media equipment.

He/she is appointed to a 12-month administrative calendar contract with academic rank, with one month (22 days) paid vacation.

- B. <u>Counsellors</u> A counsellor 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 month (22 days) paid vacation.
- C. <u>College Nurse</u> The College nurse is a professional staff member in student affairs, responsible for: (1) the implementation of policies and procedures related to the operation of the College Health Services, including the gathering, evaluation and maintenance of student medical histories and other medically related information; (2) the provision of emergency medical care to members of the faculty, staff and student body. She serves as a referral agent to public and private medical resources and facilities within Somerset County.

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 10 days compensatory time off for days worked between June 30 and the faculty reporting date.

- Librarians The librarian is a professional staff member D. of the learning resources center who is responsible for processing printed and non-printed materials and assisting in the utilization thereof by students, staff and the public. His/her function is determined by position classification, i.e., acquisition/cataloging, serials/reference, and reference/circulation. He/she also supervises classified library personnel. Librarians work on an academic calendar but may be required to work, by their supervisor, during periods of time when the faculty is on holiday or a recess. Individuals who are required to work during these periods shall be granted compensatory time off at a mutually agreed upon convenient time. The librarians may recommend to their supervisor a work calendar for these periods where they have mutually agreed, among themselves, to a work schedule to cover the library as required during these periods. A librarian's 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 week consisting of 35 hours. Librarians shall be appointed with academic rank.
- Senior Technical and Teaching Assistants, Lab Assistants,
 and Lab Technicians While the specific duties of these
 personnel may differ for department or division, depending on the
 purpose and function of the laboratory, they provide technical support
 to the teaching faculty in the operation and supervision of the
 laboratories. These personnel may supervise junior laboratory and
 student assistants. These personnel are involved in lab preparation
 and maintenance of laboratories. They test experiments; they work
 a 35-hour week including a maximum of 30 lab contact hours. In

the Science Division, for academic preparation of laboratories, they shall be allowed up to three hours, or as determined by divisional past practice, within their 35-hour work week. These personnel work an academic calendar with the exception of the Science Division personnel who may be required to work five days in addition to the academic calendar, split as required, before the start of each semester, and shall be paid at a per diem rate for this period of time.

ARTICLE III - FEDERATION RIGHTS AND PRIVILEGES

- A. Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times. Reasonable times shall be times which do not interfere with the professional responsibilities of the representatives.
- B. Whenever any representatives of the Federation are mutually scheduled by the Federation and representatives of the Board to participate during working hours in meetings such as, but not limited to, negotiations, grievances, conferences, etc., he or she shall suffer no loss of pay.
- C. The Federation and the Board shall have the right to post notices of concern on faculty bulletin boards. The Federation may use faculty mail boxes for communications to its members.
- D. The Federation may use College facilities, supplies and equipment such as, but not limited to, typewriters, mimeographing machines, duplicating equipment, calculating machines, and all types

of audio-visual equipment at reasonable times when the equipment is not otherwise in use. Payment shall be made periodically for the aforementioned supplies at College cost prices. The Federation shall be liable for damage or loss of equipment used for such purposes, normal wear and tear excepted.

- E. The Board agrees to furnish to the Federation, as soon as possible, upon request to the President of the College, the following documents:
 - 1. Approved minutes of Board meetings
 - 2. 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
- F. The Federation president shall be assigned a private office. The Board agrees to assign no other faculty member to said office during his term as president.
- G. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization signed by the member to do so, the required amount of monthly dues and shall submit such dues monthly to the Treasurer of the Federation.

ARTICLE IV - RIGHTS AND PRIVILEGES OF FACULTY

A. Pursuant to Public Laws of 1968, Chapter 303, of the State of New Jersey, the Board hereby agrees that all faculty

members have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly appointed body exercising powers granted under the laws of the State of New Jersey, the Board agrees that it will not directly or indirectly deprive, discourage, coerce or harass any faculty member in the enjoyment of any rights conferred by the Act or other laws of New Jersey or the Constitutions of New Jersey and of the United States; that it will not discriminate against any faculty member with respect to hours, wages, terms or conditions of employment by reason of his membership in the Federation and its affiliates, his participation in any activities of the Federation or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding 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, or marital status.
- C. Every reasonable effort shall be made to involve the faculty in the various developmental phases of the College's academic and 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 according to the standards of OSHA. 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

- 1. Notice of any professional position vacancy at Somerset County College, whether it be administrative or faculty, shall be posted on the faculty bulletin board for one week prior to its publication elsewhere.
- 2. 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. Faculty members are to be granted tuition-free entrance for credit to one course per semester at Somerset County College so long as there is no conflict with their own assignment.
- 2. Faculty dependents (including husband, wife or children) are to be granted tuition-free entrance for credit to any one course per semester at Somerset County College for which they meet entrance requirements.

H. Official Announcements

The College, through the division directors, shall make available to the faculty any official announcements coming to their attention of grants available to the faculty and of new legislation

of interest to the faculty, and the Federation shall make available to the Dean of the College like information.

I. Personnel File

An official faculty personnel file shall be maintained. All information relative to the individual's teaching competence and performance, achievement, research, and contributions of an academic and professional nature should be included therein, as well as the official faculty evaluation form completed yearly.

Once during a semester, or twice a year, except by mutual agreement of the Dean of Administrative Services and the individual, the faculty member is permitted to personally review his personnel file. The individual may place any addition in writing that he wishes without limitation. Written requests for deletion of certain material from personnel files may be made to the President. Within 15 working days following such request, a representative of the Board of Trustees will review the file and make a determination with respect to the requested deletions. No separate personnel file will be kept except for pre-hiring confidential references which may be kept in a sealed envelope.

J. Relief from Instructional Duties

A faculty member who voluntarily fulfills administrative functions with the authorization or at the instruction of his division director or academic dean, shall be granted relief from instructional duties to the extent of the time and effort involved at the discretion of the Dean of the College.

- K. Just Cause Provision No faculty shall be disciplined, reprimanded, reduced in rank or compensation, or given an adverse evaluation of his professional services without just cause.
- L. Required Meetings or Hearings Before the Board or any committee, member, or representative meets with a faculty member regarding any matter concerning his continued employment, salary, or any increment pertaining thereto, he shall be given one 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.

ARTICLE V - ACADEMIC FREEDOM AND TENURE

- A. Both parties to this Agreement have declared their commitment to sustain the principles of academic freedom which are essential to an environment of learning and are set forth by the American Association of University Professors in its 1940 Statement of Principles on Academic Freedom and Tenure, as amended. In addition, the faculty possesses:
 - 1. Freedom in research and publication
 - 2. Freedom in the classroom to discuss controversial issues relating to his subject
 - 3. Retention of all of his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline.

B. Tenure in New Jersey County and Community Colleges is established by law.

ARTICLE VI - APPOINTMENT AND RETENTION OF FACULTY

- A. Appointments to the faculty of Somerset County College shall be made by the Board of Trustees as provided by law.
- B. When a prospective employee accepts a position at Somerset County College, he shall be provided with a copy of this written Agreement and his individual written contract. The individual written contract shall contain, but not be limited to, the following:
 - 1. Position description and title
 - 2. Dates for which employment is effective
 - 3. The salary rate stated in annual terms as well as a proration, when applicable
 - 4. The name and address of the employee
 - 5. Academic rank (where appropriate)
- C. <u>Initial Hire</u> At the time of initial hire, credit for previous collegiate teaching experience, equivalent teaching experience other than College teaching, and equivalent business or industrial experience is granted. Degrees earned and/or experience should be in subject field or equivalent for which a faculty member is hired.
- D. Notice of intent of reappointment or non-reappointment shall be given in writing no later than the last day of February during the first academic year of service and not later than the last day of January for the second and subsequent academic years of service.

- E. A person hired as a full-time faculty member for a portion of an academic year shall be paid a proportionate share of an academic year salary. He shall be afforded full-time faculty benefits of Blue Cross/Blue Shield health insurance and group life insurance only. A faculty member shall not be assigned a full teaching load to be compensated on the basis of a part-time salary schedule.
- F. A teaching faculty member, media specialist, and librarian, shall be considered probationary employees until tenure is granted and ineligible to apply for a formal grievance hearing if not reappointed during the probationary time.
- G. Evaluation by Supervisor Teaching faculty members during their first five (5) years of employment will be evaluated by their immediate supervisor at least once in each academic year, to be followed in each instance by a written evaluation report (Exhibits A and B) and by a conference between the faculty member and his immediate supervisor. This evaluation shall be completed and submitted to the Dean of the College by December 1 of each year.
- H. Open Evaluation All monitoring and observation of the work performance of teaching faculty members shall be conducted openly and with the full knowledge of the teaching faculty member.

ARTICLE	VII	-	REQUI	REMENTS	FOI	R PRO	MOTION	OF
:	FACUI	TY	WITH	ACADEM	[C]	RANK		

Promotions

A. The following broad and interrelated criteria shall be

considered for promotion:

- Effective teaching (or performance of one's primary duty)
- 2. Student guidance and advisement
- 3. Intellectual achievement and professional development
- 4. Contributions to the College
- 5. Other professional activities related to the individual's discipline, such as:
 - a) A major contribution to the College through administrative or academic leadership or other academic accomplishments.
 - b) Publication of paper (or papers) in recognized journal pertaining to a candidate's academic field or publication of a book(s) or monograph(s).
 - c) Active participation beyond membership and meeting attendance in professional societies or organizations.
 - d) Sabbatical leave to do research, travel, or writing should have been taken, or one or more summers should have been devoted to these activities.
- 6. Academic credentials and experience.
- B. Requirements for Academic Rank

The following criteria will be used in every case involving promotion from one rank to another:

<u>Instructor</u>: Master's degree in appropriate subject area. In certain specialized fields, a Bachelor's degree, business, or

field experience may be acceptable as a substitute. Assistant Professor: Four (4) years of college teaching or equivalent experience. A teacher will be expected to serve a a minimum of three (3) years service in the rank of instructor; a Master's degree and 9 credits beyond a Master's degree. Two (2) or more years of industrial or business experience relevant to the courses taught may be considered equivalent to the 9 credits beyond a Masters; this experience must have been gained following the receipt of the Master's degree. In specialized fields ten (10) years or more of business or industrial experience may be considered the equivalent of the Master's degree and nine (9) credits beyond a Masters. Associate Professor: Six (6) years of college teaching or equivalent experience. A teacher will be expected to serve a minimum of four (4) years as Assistant Professor. Also, he will be required to have a Master's degree and 18 credits beyond a Master's degree. Four (4) or more years of industrial experience relevant to the courses taught may be considered equivalent to 18 credits beyond a Masters. This experience must have been gained following the receipt of the Master's degree. In specialized fields, twelve (12) or more years of business or industrial experience may be considered the equivalent of the Master's degree and 18 credits beyond a Masters. Professor: Eight (8) years of college teaching or equivalent experience. A teacher will be expected to serve a minimum of five (5) years as associate professor. Also, he must have earned a doctorate degree or earned 30 credits beyond the

Master's degree. The Board of Trustees, upon the recommendation of the President, may waive the requirements of the doctorate in specialized fields in which advanced graduate work on this level is unusual or unavailable. Recognized achievement in specialized fields may be accepted in lieu of the doctorate or 30 earned credits beyond the Master's degree.

In equating equivalent experience, one (1) year of College teaching experience is the equivalent of two years of high school teaching or business or industrial experience.

Notwithstanding any other provision of this agreement, it is mutually understood and agreed that the President of the College may, under extraordinary circumstances, waive or add to the standard requirements for appointment or promotion to any academic rank when the interests of the College require it.

- C. <u>Professional Standards Committee</u> The Professional Standards
 Committee is charged with the responsibility for evaluation and recommendation of faculty for promotion. The Committee shall be composed of:
 - 1. The Dean of the College, who is the chairman.
 - Three senior faculty members (assistant, associate or full professor), appointed by the President of the Faculty Federation, only one of who may come from within the division of the candidate under consideration.
 - 3. Two division directors, or department chairmen, appointed by the Dean of the College, one of whom must come from within the division of the candidate under consideration.

D. <u>Procedure for Promotion</u> - When an individual faculty member feels he is qualified for promotion, and meets the criteria for promotion, he may apply for consideration to his Division Director by January 15. The Division Director may or may not recommend the individual for promotion but must forward the promotion request, with his comments, to the Dean of the College who will act on such request and refer the application to the Professional Standards Committee by April 1. This committee must act on the application and forward the application with its recommendation to the President who will make his recommendation to the Board of Trustees by the end of the academic year. The Board must act on this recommendation prior to the beginning of the next academic year.

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

ARTICLE VIII - SALARY POLICY AND SALARY SCHEDULE

- A. All faculty appointments and reappointments shall be made in accordance with the salary schedule approved as part of this agreement and indicated as Schedules A, B, C, D, E and F.
- B. The salary schedule shall be printed annually and distributed to each member of the faculty. A copy of the salary schedule is available to applicants for employment.
- C. Faculty members shall receive preference to teach courses which will place them in an overload category. Preference is limited to one course each semester and two during regular summer session

at a rate of \$265.00 per credit hour for the contract year beginning September 1, 1973 and ending August 30, 1974; and \$275.00 per credit hour for the contract year beginning September 1, 1974 and ending August 24, 1975. This provision shall not apply to community service courses.

D. Pay Days - The Board shall prepare monthly payrolls throughout the year. Faculty members shall be paid one-half of the net amount due them for each month on the fifteenth and the last day of the month, or on the last school day prior to the fifteenth and last day of the month if the fifteenth or last day of the month should fall on weekends or holidays.

SCHEDULE A

ACADEMIC YEAR

TEACHING FACULTY

1972-73		1973-74	1974-75
\$ 8,867 9,656 10,114 10,152	;	\$ 8,867 9,532 10,380 10,873 10,913	\$ 8,867 9,576 10,295 11,210 11,743 11,786
10,215 10,555 10,675		10,981 11,347 11,476 11,731	11,859 12,255 12,394 12,669
11,192 11,448 11,731 11,838 12,001	1. (8)	12,031 12,307 12,611 12,726 12,901	12,993 13,292 13,620 13,744 13,933
12,182 12,271 12,382 12,810		13,096 13,191 13,311 13,771 14,000	14,144 14,246 14,376 14,873 15,120
13,349 13,378 13,471 13,484 13,888		14,350 14,381 14,481 14,495 14,930	15,498 15,531 15,639 15,655 16,124
14,023 14,697 16,045 16,721		15,000 15,075 15,799 17,248 17,975	16,200 16,281 17,063 18,628 19,413
16,856 18,473		18,120 19,858	19,570 21,447

SCHEDULE B

ACADEMIC YEAR

SENIOR TECHNICAL and TEACHING ASSISTANTS

LAB ASSISTANTS - LAB TECHNICIANS

1972-73	1973-74	1974-75
\$	\$ 6,798	\$ 6,798 7,342
6,798	7,308	7,893
7,403 7,821	7,958 8,408	8,595 9,081
8,062	8,667	9,360
8,224	8,841	9,548
8,284	8,905	9,617
8,359	8,986	9,705
8,764	9,421	10,175
9,270	9,965	10,762
	* * * * * * * * *	

SCHEDULE C

10 MONTH CONTRACT (ACADEMIC YEAR)

LIBRARIANS

1972-73	1973-74	1974-75
\$	\$ 	\$ 9,987
	9,987	10,786
8,867	10,736	11,595
9.987	10,736	11,595
10,652	12,897	13,929
11,998	12,897	13,929

SCHEDULE D

10 MONTH CONTRACT (ADMINISTRATIVE)

COLLEGE NURSE

1972-73	1973-74	1974-75
\$ 10,554	\$ 10,554 11,346	\$10,554 11,398 12,254

* * * * * * * * *

SCHEDULES E & F

12 MONTH CONTRACT (ADMINISTRATIVE)

COUNSELLORS - MEDIA SPECIALIST

1972-73	1973-74	1974-75
\$ 	\$	\$ 9,000
	9,000	9,720
9,000	9,675	10,449
9,801	10,536	11,379
10,673	11,473	12,391
	12,000	12,960
12,215	13,131	14,181
12,232	13,149	14,201
12,500	13,437	14,512
12,816	13,777	14,879
13,430	14,437	15,529
14,832	15,944	17,220
16,180	17,394	18,786
16,288	17,510	18,911

ARTICLE IX - WORKLOAD

Teaching faculty members, as defined in Article II, shall work under a workload formula as follows:

- 1. Normal workload will be between 47 and 54 units. It will be College policy to bring faculty up to the minimum if possible but faculty will not be penalized, financially or otherwise, if they are under 47 units.
- 2. The six point differential (47 54) in load is meant to accommodate to different patterns and variations in individual loads. When one reaches 47 units he is at normal load; the purpose of the formula is not to necessarily bring him to the upper limits.
- 3. The workload formula is applicable only to full-time teaching faculty who are members of the bargaining unit as recognized in the Board-Faculty Agreement. The formula's use is restricted to the two semester academic year. It is not designed for use between the fall and spring semester nor in the period following the spring session, nor in the summer, either in presession or regular session, even if portions of these sessions fall within the period covered by the contract. One evening course per semester shall be considered in load except that every effort will be made to consider personal situations of individual faculty members when assigning evening courses.
- 4. Overload payments will be based on rates shown in Article III, Paragraph C, pages 16-17.
 - a. Overload must be by mutual consent.

- b. Overloads are for teaching an additional course or courses and not for other elements of the formula.
- 5. Maximums stated in any area of workload formula will not be exceeded. The maximums apply to individual semesters. Instructors assigned less than 47 units in the fall semester, will be assigned a sufficient number of units in the spring semester to enable him to achieve the minimum of 94 units over the two semester academic year. During the first semester, he will receive his overload payment minus one credit deduction which will be held in escrow until his second semester assignment is determined and the minimum of 94 units is achieved. His assignment will be final no later than the eleventh day of the second semester and at that time, if he is eligible, he will receive the balance of payment for his first semester overload. An instructor is not eligible for an overload assignment in any given semester until he has achieved at least 47 unit.
- 6. The workload sheets will be prepared by Division Directors, Department Chairmen or Curriculum Coordinators, whichever might be applicable, in consultation with faculty members and with approval of the Dean of the College. The workload sheets should be prepared at the earliest practicable time and finalized no later than the eleventh day of classes each semester.

WORKLOAD FORMULA

A. Student Contact

Large Group

A large group is one which is beyond normal class size, and is defined as a group of 41 or more students. It could be considered

a grouping of at least two normal classes or three seminars. The person who teaches a large group may teach only that element in a course structure. He may be assisted by aides.

Class

A class is a conventional grouping. It may involve the use of media and it is, of course, planned. Its conventional size and the quality of teacher-student interaction determines its classification as class instead of a large group. The number of students in a class may be from 17 to 40, inclusive.

Seminar

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

Consultation

Consultation is the four office hours scheduled per week.

Independent Study Laboratory

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

Laboratory

The laboratory is the traditional science laboratory such as used for the teaching of chemistry, physics and biology. It may also be used for courses in business, data processing, and

other technical areas. The laboratory contains investigatory and working stations.

C. Faculty Team Efforts

- 1. Formal Teams. In some divisions, instruction takes place on the basis of team assignments. In this situation, there is usually a person serving as a team leader. Some of the functions of the team leader are coordination of functions, coordination of grades, and evaluation of performance.
- 2. Informal Teams. Instructors teaching different sections of the same course, or teaching different courses in an interdisciplinary fashion, will often meet to make common plans and to share observations. All participants in such meetings are given the same unit credit.
- 3. Special Projects. Instructors involved in special projects would be given credit for the following functions:
- 1) Evaluation of project topics; 2) Direction and guidance of projects; 3) Project preparation; 4) Evaluation of project papers. Projects are mainly concerned with independent activity on the part of the student.

D. Preparation

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

1. Large Groups. Preparation for a large group may involve preparing lectures, meeting with media people, participating in

a dry-run of a production, preparing media, and attending to those details that involve making the presentation.

- While it is true that different sections 2. Class
- Seminar that are studying the same course with 3.
- the same instructor are not identical in Laboratory
- Lab Set-Up their responses, and that the teaching act does differ from one class to another, it is equally true that sections studying the same course are similar enough for preparation for them to be, in general, the same. The final preparations made by an instructor before he enters the class (notes, mimeo material, selection of displays, testing of cassettes, etc.) are preparations made for all sections of the same course, and credit is granted for the original preparation only. when 1993.74

Other Conditions while E.

- Student Load. The figure is arrived at by calculating 1. the number of students met in each contact hour. A large group with 300 that is met once a week receives three units. A class of twenty-five that is met three times a week receives a .75. Seven different seminars of fifteen, each meeting once a week receives 1.05 (1.1) credits.
- 2. Liaison. Certain courses taught off-campus involve a faculty member in meetings with other people. The unit credit granted for such meetings is on an hourly basis.
- Required Meetings. Unit credit is granted here for faculty 3. meetings, division meetings, committee meetings, and other assigned meetings designated by an officer of the college or by a division

director or through the senate. The normal unit credit is for two hours per week of such meetings.

F. Special Preparations and Curriculum Projects

- 1. Course Development Credit here is granted for
- 2. Course Evaluation fundamental curriculum work
- 3. Course Revision that involves conceptualizing, designing, and preparing a new course or revising an old course. This includes studying, research, writing, making tapes and all the tasks related to systems teaching. Since this work involves no student contact, the unit credit is calculated on the basis of 1.0 units for every one (1) hour of preparation.

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

WORKLOAD FORMULA

NAME		DIVISION	
Courses A	assigned	# Students Assigned (maximum 170 academic year (maximum 180 academic year	
		# Units Assigned (maximum 54 units)	
FACTOR		FORMULA	UNITS
A. 1.	ma ut	daximum of 20 units if d. or e. are aximum-minimum of 15 units if only a cilized. If less than 15 units, must proved by the Dean of the College.)	c.
a.	Large Group	1.0 unit per hour per week	***************************************
b.	Class	1.0 unit per hour per week	
c.	Seminar	1.0 unit per hour per week	***************************************
d.*	Independent Study Lab	1.0 unit per hour per week	and the second s
e.	Laboratory	1.0 unit per hour per week	
		aboratory technician, teaching assi- faculty member will not take credit	
2.	Office Conference	Hours	4
В.	Student Evaluation	(8% of students assigned. If read other assistance is provided, a comitant reduction in evaluation be made.)	on-
c.	Faculty Team Effor	ts & Projects	
1.	Formal, Informal Team (Maximum of 6 units)	1.0 unit per hour per week Team member **	***************************************
	o unico,	<pre>2.0 units per hour per week Team Leader, ordinarily **</pre>	
2.	Special Project	1.0 unit per hour per week **	****
** Assi	igned by Director/Ch	nairman with approval of Dean.	

FACTOR	₹	FORMULA	UNITS		
D.	Preparation				
1.	a. Large Group	2.0 units x number of meetings per week for first preparation only.			
	b. Large Group	1.0 unit x number of meetings per week for first preparation in cases where faculty member is not directly involved in the presentation.			
2.	Class	2.0 units x number of meetings per week for first preparation only.			
3.	Seminar	1.0 unit x number of meetings per week for first preparation only.			
4.	Laboratory	1.0 unit x number of meetings per week for first preparation only.			
5.	"Wet" Lab Set-Up	1.0 unit x number "wet"labora- tories per week. ***	***		
*** Division Director may readjust according to supportive help provided.					
E.	Other Conditions				
1.	Student Load	1.0 unit per 100 students contact per week			
2.	Liaison (Travel time given full unit credit)	1.0 unit per hour of time expended per week			
3.	Required Meetings	1.0 unit per hour per week (maximum of 2 units)	***************************************		
4.	Student Club Advisor	1.0 unit per hour per week (maximum of 1 unit)			

FACTOR	FORMULA	UNITS
F.	Special Preparations & Curriculum Projects	
1.	Course Development ****	
2.	Course Evaluation ****	
3.	Course Revision **** The unit credit is calculated on the basis of 1.0 units for every 1 hour of preparation with	

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

G. Miscellaneous

1. Faculty Federation President's Workload

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The President of the Faculty Federation shall be granted a reduction of 10 units from his workload. His workload shall not exceed 44 units. It is understood that as a result of this provision his workload shall not be reduced below 44 units.

ARTICLE X - INSURANCE AND MISCELLANEOUS BENEFITS

A. Health Insurance

- 1. Each faculty member shall receive, at no cost to the faculty member, full family coverage for eligible dependents under the New Jersey Public School Employee's Benefit Plan (New Jersey Blue Cross/Blue Shield) as provided in the program offered by the State of New Jersey.
- 2. Each faculty member shall be entitled to reimbursement of up to \$30 for the purpose of obtaining a general physical examination. To obtain the benefit, a faculty member must present a personal reimbursement form and receipt stating that a general physical examination was completed.

B. Death or Illness

- 1. Three days of bereavement leave shall be granted to faculty members in the event of death in the immediate family (mother, father, wife, husband, son, daughter), and other members of the immediate family living in household.
- 2. All faculty members shall be entitled to 12 days of sick leave per academic year. Such leave will be accumulative to 100 days to be used in subsequent years as needed. The Board may require proof of illness. Cumulative sick leave shall not be paid upon termination of employment.

C. Educational Benefits

A faculty member shall be entitled to reimbursement of tuition for graduate studies equal to fiften (15) credits in any

period beginning in September and ending in August, with no more than six (6) credits in any given semester, except that first year personnel will be limited to six (6) credits per year, starting with the second semester of their first year of employment. Reimbursement shall be at the existing rate of the institution the faculty member is attending but shall not exceed the graduate credit hour rate for Rutgers, The State University (\$35.00 per credit hour).

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 course must be obtained from the appropriate Dean prior to enrollment. A faculty member shall be reimbursed for one-half cost, at above rate, upon enrollment; 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.

D. Insurance Coverage

- 1. If the College requires a faculty member to operate his personal motor vehicle in the performance of regular business of the College, the College shall pay ten cents (10 cents) per mile to cover all motor vehicle expenses, including insurance, paid by the faculty member. However, before using his personal vehicle, a faculty member agrees to provide a minimum of 7 working days advance notification to reserve a College vehicle.
- 2. Each faculty member shall receive the right of personally prepaying premiums of all insurances to which he is entitled prior to or during any officially approved leave of absence without pay.

- 3. The Board shall maintain sufficient liability insurance 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 duties of his office, position or employment.
- 4. 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.

E. 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. One day per year shall be granted as personal leave for such purposes and shall not be accumulative. Such leave must be requested five (5) days in advance to his division director and approval must be received, but not unreasonably withheld. 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 XI - FACULTY FACILITIES

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

- B. Telephones In or near the faculty work areas or offices, telephones will be conveniently placed; however, no attempt will be made to adhere to a fixed 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 Purpose
 Rooms So far as budgetary considerations allow, the Board will
 attempt to provide adequate space for supplies and storage as well
 as special purpose rooms and equipment rooms.
 - F. Rest Rooms Adequate rest rooms shall be provided.
- G. Special Services Duplicating, Secretarial, Etc. The faculty shall be provided with secretarial and clerical assistance.
- H. The Board shall provide adequate parking facilities exclusively for faculty at no charge.

ARTICLE XII - SABBATICALS AND LEAVES OF ABSENCE

A. Sabbaticals

1. The Sabbatical leave is designed to furnish opportunity for professional and intellectual development of all faculty (teaching and non-teaching) through study, travel, research or for other reasons of value to Somerset County College.

- 2. Faculty members shall be eligible for consideration for one year of Sabbatical leave after the completion of six (6) academic years at Somerset County College since beginning service or since the last Sabbatical leave at Somerset County College.
- 3. Sabbatical leave may be for one semester or two semesters in duration. Full salary at the salary rate which he would have received if he had remained actively employed will be paid for a one semester leave, and half salary of the salary rate which he would have received if he had remained actively employed will be paid for a two semester leave.
- 4. Two members of the teaching faculty may be considered and granted sabbatical leave each year by the Board of Trustees.
- 5. Requests for consideration for sabbatical leave shall be submitted in writing to the Dean of the College by the faculty member, meeting the criteria for sabbatical leave, no later than December 1 of the academic year preceding the academic year for which the sabbatical leave is requested. The Federation may appoint up to three representatives to meet with the Dean of College to engage in discussion and exchange views concerning the applications and merits of the requests. Recommendations regarding specific individuals may be made by the representatives of the Federation. No member of the faculty applying for a sabbatical leave shall be a representative of the Federation meeting with the Dean of the College to discuss sabbatical leave applications. The Dean of the College shall decide by January 15 as to which individuals, if any, are to be recommended to the President. The President shall make his recommendations to the Board by February 1,

and the Board shall act on these recommendations at the regular February meeting.

rights of regular employment as status on salary schedule, retirement, medical benefits, insurance and tenure. However, he is obligated to return to continue his employment at the College for at least one academic year after completion of his sabbatical leave and shall be placed on the salary schedule at the level he would have achieved had he remained actively employed during the period of his 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 incompatible with the purpose of this program. The Board endorses the principle of the sabbatical and pledges to implement it.

B. Leave of Absence (Without Pay)

Any faculty member who has been employed at Somerset County College for at least three (3) full years may apply for a leave of absence without pay. Application should be filed with the appropriate division director who will review the application and submit it with his recommendations to the Dean of the College for transmission of his recommendations to the President. The President of the College will transmit the application, with his recommendations, to the Board of Trustees. Tenure shall not accrue during leave of absence.

C. Maternity Leave

The Board may grant maternity leave, without pay, to any member of the faculty upon request and subject to the following conditions:

- Upon request, the Board may grant maternity leave of up to one year
- The Board may at any time request a faculty member to present a physician's certification that continued employment will not affect the health, welfare and well-being of mother or child.
- 3. In the event such certification is not obtained, the faculty member shall be required to commence her leave immediately.

ARTICLE XIII - ADDITIONAL GENERAL CONDITIONS

A. Teaching Hours

- 1. Teaching faculty may be scheduled to teach within a Monday through Friday daily eight-hour period. In the event that a teacher is scheduled to teach beyond 6:00 p.m., within his work load, he will not be scheduled on the succeeding day sooner than twelve (12) hours following the close of his evening class.
- 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 division director, department chairman or coordinator and subject to the discretion of the Dean of the College.

- 3. Teaching faculty shall not be required to be present at the College on days when they do not have teaching assignments except as otherwise required by this Agreement. However, the administration may hold division meetings or full faculty meetings upon 72 hours notice, except in emergency situations. These meetings are to be limited to no more than one per week.
- 4. Teaching faculty members shall not be required to be in attendance at the College during Christmas and Spring recess, or on public holidays or on Saturday or Sunday or during intersession, or at other times when classes are not in session except when required to do so by the calendar. During the final examination period in the fall semester and between the period when classes end and commencement occurs in the spring semester, teaching faculty shall not be required to undertake any function except the administration of their final exams, the submission of grades, and faculty meetings as set forth in the previous paragraph.

B. Calendar

The academic calendar for teaching faculty for the academic year 1973-74 shall be as shown in Exhibit "C" attached, and for the academic year 1974-75 shall be as shown in Exhibit "D".

C. Office Hours

Teaching faculty shall maintain at least four (4) hours per week for consultation with students as included in work-load formula.

D. 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. Failure to attend such required functions, without notice, if cost is entailed shall result in a billing to the absent faculty member.

E. Employment of Relatives

The College has adopted the following statement regarding the employment of members of the same family:

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

F. No-Strike Clause

The Faculty Federation agrees not to conduct a strike or boycott against Somerset County College for the duration of this Agreement.

G. 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.

H. Successor Agreement

The employee representative may present negotiating demands no earlier than October 15, 1974. A response from the employer must be given no later than December 15, 1974, at which time a meeting will be held.

I. Outside Employment

The Federation members recognize that the Somerset County College is his primary employer. Federation members, however, may engage in employment with an outside employer with the understanding that his employment shall not interfere with his duties at the College nor shall it represent a conflict of interest with such duties or position. In the event that a potential for interference or conflict is present by virtue of outside employment, the individual must notify the Dean of the College and receive his approval for such outside employment.

J. Student Grievance

Whenever a student brings a grievance against a faculty member to the attention of a College administrator, the faculty member shall be notified when the student grievance is filed against him when the grievance or complaint which is filed prompts an investigaation of the individual which may lead to disciplinary action against him.

K. Student Advisement

Advisement of second year students in preparation of their final semester of academic study prior to graduation shall be accomplished by voluntary action on the part of faculty members. If an insufficient number of faculty members volunteer for this activity, then assignment shall be made by the administration to cover the requirements as needed. Payment shall be made to the faculty member on the basis of advising four (4) students per hour at a rate of ten (\$10.00) dollars per hour.

L. Co-Op Program Advisement

Whenever it is necessary to handle co-op program advisement by a faculty member, the faculty member shall be paid a stipend based on the number of students in the program. The basis for payment shall be three (3) students equals one (1) credit hour to be paid at adjunct rate.

M. Class Changes

An administrative procedure shall be established concerning possible changes in the time and location of classes by January 1, 1974. Faculty input shall be considered in the establishment of this procedure.

ARTICLE XIV - SETTLEMENT OF DISPUTES PROCEDURE

In the adjustment of complaints and grievances, the Federation shall be represented by a Disputes 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 five (5) working days from the time when the grievant has 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. 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 Disputes Committee, one to the supervisor, and one to the Dean of Administrative Services. SECOND STEP - A written decision will be given by the Dean of Administrative Services or his representative within ten (10) working days of the receipt of the letter, and shall be final and unappealable to the Third Step, unless appealed in writing within twenty (20) working days from the date such decision is received by the Dean to the Disputes Committee. The Dean of

Administrative Services will be notified of the Disputes Committee's intent of appeal to the Third Step five (5) working days prior to such appeal.

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

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

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective for the period commencing September 1, 1973 and continuing through August 24, 1975, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 1974 of its intention to terminate, modify, amend or supplement this Agreement. No later than December 15, 1974, the parties hereto shall commence negotiations having for their purpose the settlement of the issue raised by such notice.

BOARD OF TRUSTEES	FACULTY FEDERATION
tud flores	Direct C Vidles
Chairman	President Faculty Federation
Eulyn S Freik	Some I furtante
/ Witness	Carrol L. When
12/13/13	12/5/23
Date	Date

FACULTY EVALUATION CRITERIA

Check List for Section B - Professional Development

	Check Hist for occion b frotesbroad beveropment
1.	What institutional research have you done in past year?
2.	Are you presently engaged in graduate work? Yes No If yes, give details
	If no, give last year of formal graduate education.
3.	What have you published? Where? When?
4.	Professional Activities: List current memberships in professional organizations.
	List meetings attended during past year?
	Indicate participation in activities of professional organizations
5.	List professional attainments such as C.P.A., Engineer's License (citations received during past year):
6.	List travel experience directly related to teaching improvement engaged in during past year:
7.	List seminars, institutes and similar meetings attended during past year:
8.	Did you engage in any speaking or teaching assignments other than regular Somerset County College duties?

Name

	1.4 755	55%
A. Te	aching Effectiveness	
1.	Effective classroom presentation and techniques, e.g., clear, well- organized lectures, use fo audio-visual aids, adhering to course	
	syllabus, etc.	.0
	Fair, comprehensive thought-provoking exams which take adequate	5
	time to complete Rational grading system	5
	Providing course outlines and other materials for student use	5
	Discipline and respect	5
	Stimulating student use of library; knowledge of library resources	
	collaboration with library staff in utilizing library	5
	Punctuality	5
8.	Stimulating student use of community resources	5
n D.		25%
B. PI	rofessional Development	23%
1.	Creative scholarship, such as teaching innovations, extra-curricular	
•	speaking, writing for publication, etc.	5
2.	Schoarly advancement, current attendance at graduate school for	5
	advanced degree a. Attainment of advanced degree in year before appriasal (bonus points)	
3	Institutional research, e.g., in area of course content, student achieve-	•
J.	ment, etc.	4
4.	Utilizing college-supported opportunities, e.g., sabbatical, profes-	
	sional meetings	3
	Membership and participation in professional organizations	3
6.	Professional attainments during academic career: a. Certificates,	
	Licenses (CPA, Engineer's), b. Research and experience related to	•
7	academic field, e.g., industrial research and experience	3
	Travel for teaching improvement	
C. He	elping the Student	10%
1.	Counseling the students	5
2.	Encouraging the students' interests	5
D 0		109
D. C	ooperation with the College	10%
1.	Prompt compliance with rules and regulations	1
2.	Grades and student forms filed correctly and punctually	1
3.	Syllabi and credentials on file	1
4.	Prompt compliance with requests for student evaluation forms	1
5.	Absences reported on time	<u> </u>
6. 7.	Cooperation with administration, staff, dept. heads, faculty Suggestions for improvements in college operations	2
	Attendance at faculty and committee meetings	1
		i
	subcriterion is alloted a number of points consistent with its importance criteria. The evaluator should grade an instructor on each item within the	
of one	e (1) to the limit of the points allotted.	
	agree with the above. ()	
~• I	take exception to the following: ()	

Faculty Member Signature

ACADEMIC CALENDAR 1973 - 74

	1973		SESSION, 1974
September 7	Reporting date (new faculty and returning faculty)		ing dat
	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	January 21	First day of classes
September 11	uay or	January 26	Final day for late registration
September 17	Final day for late registration and/or for final changes in	·	and/or for changes in resitration/ courses
	regisciación/ compaca	February 2	Final day for drop or withdrawal
September 24	Final day for withdrawal without having courses on permanent record		without having courses recorded on permanent record
_	Mid-term performance reporting	February 18	Washington's Birthday (no classes)
November 6	period	March 11-16	Mid-term performance reporting
November 21	Thanksgiving recess beings after		period
	Idst Class	March 18-23	Spring Recess
November 26	Classes resume after Thanksgiving	March 25	Resume Classes
Morrombor 29	Final date for withdrawal or		
	ing courses without al semester grade of ng a course at time of or drop	April 11	Final date for withdrawal or dropping courses without receiving a final semester grade of "WF" if failing a course at the time of
	•		withdrawal or drop
December 11	IOI	April 12	Good Friday (no classes)
December 21	Last day of classes	April 26	Last date for drop or withdrawal
Janaury 7-14	Final Examinations	May 8	Last day of classes
		May 9-16	Final Examinations
		May 18	Commencement
		May 20	Intersession

FALL	SESSION, 1974	SPR	SPRING SESSION, 1975
August 26	Reporting date (new faculty and returning faculty)	January 10	Reporting date, faculty
August 26-27	Registration	January 13	First day of classes
	First day of classes	January 15	Martin Luther King Day (no classes
September 2	Labor Day (no classes)	January 20	Final day for late registration and/or for changes in registra-
September 5	Final day for late registration and/or for changes in registration/courses	January 27	tion/courses Final day for drop or withdrawal without having courses recorded
September 12	Final day for withdrawal without having courses on permanent record	February 17	on permanent record Washington's Birthday (no classes)
October 7	Columbus Day (no classes)	March 3-7	Mid-term performance reporting
October 21-25	Mid-term performance reporting		period
	ĭ	March 10-14	Spring Recess
November 15	Final date for withdrawal or dropping courses without receiving	March 17	Resume Classes
	a final semester grade of "WF" if failing a course at time of with-	March 28	Good Friday (no classes)
	or drop	April 4	
November 20	Thanksgiving recess begins after last class		cour a fi
November 25	Classes resume after Thanksgiving		course at the time of withdrawal or drop
November 29	Last day for drop or withdrawal	April 18	Last date for drop or withdrawal
December 13	Last day of classes	May 2	Last day of classes
December 14-20	December 14-20 Final Examinations	May 5-13	Final Exam ina tions

Commencement

May 17