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# AGREEMENT

BETWEEN

*Union County College Board of Trustees*

**THE BOARD OF TRUSTEES OF  
UNION COUNTY COLLEGE**

AND

THE UNION COUNTY COLLEGE

CHAPTER OF

**THE AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS**

X SEPTEMBER 1, 1984 - AUGUST 31, 1987

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ARTICLE I  
DEFINITIONS

As used in this Agreement:

- A. "Board" means the Board of Trustees of Union County College.
- B. "Chapter" means the Union County College Chapter of the American Association of University Professors.
- C. "College" means Union County College.
- D. "President" means the President of the College.
- E. "Academic Vice President" means the Vice President of Academic Affairs of the College.
- F. "Academic Officers" means the President, Academic Vice President, Director of Libraries, Academic Deans or others carrying similar titles to whom the Board has delegated academic responsibilities.
- G. "Instructional staff" means all persons employed by the Board or its agents who teach at the College.
- H. "Professional library staff" means all persons employed by the Board or its agents who perform professional library work at the College.
- I. "Full-time members of the instructional staff" means all individuals who are members of the instructional staff and who are normally assigned to teach thirty (30) credit hours or their equivalent credit hours each academic year.
- J. "Full-time members of the professional library staff" means all individuals who are members of the professional library staff and who normally are assigned to a thirty-five (35) hour work week over a twelve (12) month period.
- K. "Faculty" means all full-time members of the instructional staff and all full-time members of the professional library staff.
- L. "Courses for college credit" means courses for which Union County

S. "Non-tenure track appointment" means the appointment of a faculty member for one semester or one academic year with the expectation that this faculty member may not be reappointed.

T. "Teaching clinic" means instruction in which a faculty member teaches and supervises students who are developing abilities and skills by working with actual medical or dental patients.

U. "Field work supervision" means the placing, supervision, scheduling, and evaluating of students who are assigned as a course or as part of a course, to work at an off-campus site or facility in which the student develops skills and abilities related to the course or discipline. It also includes the faculty member visiting the facility or site and maintaining communication and coordinating with both students and supervisors and holding classes or seminars for the students.

V. "Liaison clinic" means field work supervision as defined in Section U. of this Article, but in which the course taken by the students is in a medical or dental discipline and involves the students in working with actual medical or dental patients and/or the medical and dental records of patients.

CHAPTER MEMBERSHIP

A. The College and Chapter acknowledge that faculty have, and are protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Chapter or to refrain from any such activity.

B. Any faculty member who does not join the Chapter shall be required to pay the majority representative a representation fee in lieu of dues.

an equal basis and that the representation fee in lieu of dues shall be available only so long as the Chapter remains majority representative of the employees in the unit and maintains a demand and return system which complies with the provisions of applicable laws and regulations.

2. The Chapter shall certify to the College that the amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85% of the Chapter's regular membership dues. Such deductions shall be made in the semi-monthly amounts certified to the College by the Chapter.

3. In no case sooner than the thirtieth (30) day following the beginning of an employee's employment in a position included in the bargaining unit, and the tenth (10) day following reentry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a reemployment list, shall payment of the representation fee in lieu of dues be made to the majority representative.

C. TRANSMITTAL

1. The College shall transmit to the Treasurer of the Chapter:

- a. A check for the total amounts deducted and
- b. A statement setting forth the names of the unit members for

whom dues or representation fees were deducted.

2. The check and statement shall be mailed by the 10th working day following the pay period in which the deduction was made.

D. CHAPTER OBLIGATIONS

1. The provisions of this Article are conditioned upon the Chapter's compliance with all requirements set forth by statute.

2. The Chapter hereby agrees to indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of

GUARANTEE OF RIGHTS

A. There shall be no discrimination by the College or the Chapter against any faculty member or against any applicant for a faculty position on the grounds of race, creed, marital status, color, sex, religion, age, physical handicap or national origin.

## CHAPTER RIGHTS

A. The Chapter shall have the right to conduct official business at the College, provided that this business does not interfere with normal operations of the College.

B. Faculty Committees and the Chapter shall have the right to use one (1) separate office in a College building. The Board shall provide appropriate furnishings and a telephone with its own number or extension number for this office. The Chapter shall reimburse the Board for use of the telephone for Chapter business.

C. The Chapter shall have the right to use College buildings at all reasonable hours for meetings and other official business, provided that the policies of the Board pertaining to the use of buildings and applying to all officially recognized organizations are followed.

D. The Chapter shall have the right to use facilities, equipment, and services if available at the College, including audio-visual, duplicating, computing equipment, food services, and other services. The Chapter shall pay for this use at cost to the Board.

E. The Chapter shall have the right to use existing designated bulletin boards for the publication of official notices.



## WORK OF THE FACULTY

A. 1. The teaching of courses for college credit and the teaching of developmental courses and laboratories which are offered through a department of the College shall be considered work of the faculty.

2. a. A non-unit member may not teach a course in a department where a faculty member in that department is qualified to teach that course, is willing to teach that course and is committed to fewer than three (3) credit or equivalent contact hours of overload.

b. A member of the instructional staff who teaches twelve (12) credit or equivalent credit hours a semester for two (2) consecutive semesters shall be considered a faculty member as of the beginning of that second semester, as defined in Article I, Sections I. and K. of this Agreement and shall be subject to all terms and provisions of this Agreement.

3. The Chairperson of each department shall inform, through the Deans, the Academic Vice President of the names of those faculty members who have committed themselves to teach overload at the time faculty teaching schedules are submitted for approval. The Board shall rely on this information for the purpose of administering Part A, Section 2 of this Article.

## B. WORK OF THE PROFESSIONAL LIBRARY STAFF

1. The professional library work shall be considered work of regular full-time members of the professional library staff.

C. The full-time faculty and full-time members of the Professional Library staff may be supplemented by competent part-time teachers or Library staff members serving under the supervision of full-time faculty and Professional staff. In appropriate circumstances temporary

## ARTICLE X

APPOINTMENT OF PART TIME MEMBERS OF THE INSTRUCTIONAL STAFF AND  
PROFESSIONAL LIBRARY STAFF

A. 1. Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are offered through a department of the College shall be assigned to that department. These part-time members of the instructional staff may be appointed for a term of one (1) semester if recommended as academically qualified by the department chairperson of the department in which they are to serve. These part-time members of the instructional staff may be reappointed on a semester-to-semester basis if recommended as academically qualified by the department chairperson and where the department has assembled evidence of teaching competence.

2. Part-time members of the instructional staff who teach courses for college credit, developmental courses and/or laboratories which are not offered through a department of the College shall be assigned to the Office of the Academic Vice President. There, part-time members of the instructional staff may be appointed for a term of one (1) semester and may be reappointed on a semester-to-semester basis.

B. Part-time members of the professional library staff shall be assigned to the Library. Part-time members of the professional library staff may be appointed and reappointed as needed.

c. The search shall be widely publicized.

d. Copies of all applications for the position and other pertinent data shall be reviewed by the Committee.

e. The Committee shall keep appropriate and necessary records of its proceedings. These records shall be kept in the Chairperson's office or, in the case of the Library, The Director of Libraries' office during the search and evaluation process and thereafter shall be forwarded to the appropriate Academic Dean for permanent filing.

f. All Affirmative Action forms will be completed by the department chairperson and forwarded to the Affirmative Action Officer at the conclusion of the search.

4. a. The Committee shall recommend three (3) persons as academically qualified to the Academic Vice President or his or her designee unless the Committee determines that fewer than three (3) applicants are academically qualified in which case the number qualified shall be recommended.

b. Normally the President shall appoint as a member of the faculty only a person who has been recommended as academically qualified by the Committee. However, for good reason the President may appoint as a faculty member a person not recommended by the Committee but who is academically qualified.

#### B. Procedures for Appointment to New Departments

1. Faculty members appointed by the President to a new department in the first year of operation of the department normally shall be recommended as academically qualified by the Peer Evaluation Committee.

#### C. Conditions and Terms of Faculty Appointments

1. All appointments shall be effective September 1 or the beginning of the second semester.

2. All appointments shall be tenure-track appointments except as provided for in Part B, Section 3. b. of this Article.

## ARTICLE XII

## FACULTY REAPPOINTMENTS AND PROMOTIONS

## A. Procedures

1. a. Between November 1 and November 30 of each academic year, each department or the Departmental Evaluation Committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff shall evaluate all non-tenured faculty members in the department (Library) whose term of appointment or reappointment expires that academic (calendar) year for the purpose of recommending reappointment or non-reappointment except those non-tenured faculty members (Library) in their second or fifth year of teaching at the College who shall be evaluated between September 15 and September 30 and those non-tenured faculty members (Library) in their first year of teaching at the College who shall be evaluated between December 15 and December 24.

b. Between September 1 and September 20, faculty members desiring consideration for promotion, providing they meet the length of service requirements in Article XIII, shall submit a letter requesting consideration for promotion to the Academic Vice President. All, and only, faculty members who submit such letters shall be considered for promotion.

c. Between October 1 and the end of the first semester of each academic year, each department or the departmental evaluation committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff, shall evaluate all faculty members in the department (Library) who are eligible for promotion within the meaning of Article XIII (Professional Evaluation) of this Agreement, and who have requested consideration for

evaluation (Director of Libraries evaluation) the faculty member shall be informed in writing by the department chairperson or, in the case of the Library, the Director of Libraries, of the recommendation of the department (Library). The department chairperson (the Director of Libraries) shall inform the faculty member in writing of the reasons, whether positive or negative, for the recommendation solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement. Within ten (10) days of the date that the faculty member receives the written statement of reasons, s/he may submit (to the Chairperson of the Peer Evaluation Committee) a written statement of reasons solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement opposing the recommendation.

3. At the request of the Chairperson of the Peer Evaluation Committee but no earlier than fifteen (15) days after the date of the evaluation, the department chairperson (Director of Libraries) shall send the evaluation materials referred to in Article XIII (Professional Evaluation), Part C, of this Agreement to the Peer Evaluation Committee.

4. a. The Peer Evaluation Committee shall review all recommendations concerning reappointment between November 15 and December 31 of each academic year except those recommendations concerning reappointment with respect to faculty members in their second or fifth year of teaching at the College which shall be reviewed between October 1 and October 15 of each academic year and those recommendations concerning reappointment with respect to faculty members in their first year of teaching at the College which shall be reviewed between January 6 and 20 of each academic year.

b. The Peer Evaluation Committee shall review the recommendations of each department (Director of Libraries) concerning promotions in order of academic rank, beginning with assistant

submit a statement and/or other evidence in support of the appeal to the Faculty Appeals Committee. A copy of all documents submitted to the Faculty Appeals Committee shall be sent to the Chairperson of the Peer Evaluation Committee. The only grounds for appeal shall be:

(1). the allegation that one or more of the requirements of Part A, Sections 1-5 of this Article have been violated; and/or

(2). the allegation that the recommendation of the department, if negative, and/or the recommendation of the Peer Evaluation Committee, if negative, was not based exclusively upon the relevant criteria stated in Article XIII (Professional Evaluation) of this Agreement.

b. Within seven (7) days of receipt of an appeal by a faculty member in his first, second or fifth year of teaching who is not recommended for reappointment or by a faculty member not recommended for promotion, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee in writing as to whether it will hear the appeal. Within thirty (30) days of receipt of a faculty member's appeal in his or her third or fourth year of teaching who is not recommended for reappointment, the Faculty Appeals Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee in writing as to whether it will hear the appeal. In making this decision, the Faculty Appeals Committee shall first determine if there are grounds for appeal within the meaning of Part A, Section 6. a. of this Article. If the Committee determines that grounds for an appeal within the meaning of Part A, Section 6. a. (1). of this Article exist, the Committee shall then decide whether or not the violations so prejudiced the faculty member's case as to warrant review by the Committee. If the Committee determines that grounds for appeal within the meaning of Part A, Section 6. a. (2). of this Article exist, the Committee shall review the case.

c. Immediately upon receipt of a decision by the Faculty Appeals

Article shall be submitted to the Chairperson of the faculty who shall order a rehearing before the Faculty Appeals Committee if s/he determines the Faculty Appeals Committee has violated the provisions of Part A, Section 6. of this Article and determines that these violations so prejudiced the faculty member's case as to warrant a rehearing.

7. Allegations of violations of Part A, Sections 1-6 of this Article shall not be subject to the grievance and arbitration provisions of Article XXXIV of this Agreement. Except as provided in Part A, Section 6. of this Article, the faculty member shall have no right or remedy against the Board, its agents, servants or employees, or the Chapter for these alleged violations. The Chapter shall have no right or remedy against the Board, its agents, servants, or employees for these alleged violations.

8. a. On the dates specified in 8.b. of this Article, the Peer Evaluation Committee shall send its decision, the statement of reasons in support of its decision given to the faculty member, or where appropriate, the decision of the Faculty Appeals Committee and/or the statement of reasons given the faculty member in support of its decision and all evaluation materials considered by the Committee or by the Faculty Appeals Committee in cases concerning the reappointment of a faculty member to the President and to the Academic Vice President.

b. The Peer Evaluation Committee shall send its decision concerning the reappointment of a faculty member in his or her second or fifth year of teaching or professional library work at the College to the President and the Academic Vice President on November 15 of each academic year; decisions on faculty members in their first year of teaching or professional library work at the College shall be sent on February 20 of each academic year and decisions on faculty members in their third or fourth year of teaching or professional library work at the College on March 1 of each academic year.

d. If a faculty member is not given timely notice within the meaning of B.1. a,b or c of this Article, s/he shall be offered a terminal reappointment by the Board for the succeeding academic (calendar) year. In no event shall tenure be obtained other than as prescribed by law.

#### C. Notice of Promotion

1. A faculty member shall be informed in writing by the President by June 30 of the decision of the Board in his or her case.

D. 1. The notice requirements of Parts B and C of this Article shall be deemed waived in the event that the notice provisions of Part A, Section 8. of this Article are not met because of the failure of the appropriate faculty committee to send a timely decision to the President. In the event the appropriate faculty committee does not send its decision to the President within ninety (90) days of the dates specified in Part A, Section 8. of this Article, the Board shall act unilaterally on the reappointment and/or promotion and the Board's decision shall be final and binding and the faculty member shall have no right or remedy against the Board, its agents, servants or employees, or the Chapter. The Chapter shall have no right against the Board, its agents, servants, or employees.



rank of instructor are:

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- a. satisfactory performance of faculty duties; and
- b. evidence of excellence in teaching and related student contacts; and
- c. the attainment of a Master's degree in his/her academic area or profession.

3. The criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian are:

- a. meeting the relevant criteria for promotion to and reappointment in the academic rank of instructor; and
- b. satisfactory performance of faculty duties; and
- c. demonstrated excellence in teaching and related student contacts or, in the case of a full-time member of the professional library staff, demonstrated excellence in professional library work and related student contacts; and
- d. evidence of contribution to the College and/or professional development.

4. The criteria for promotion to and reappointment in the rank of associate professor or associate librarian are:

- a. meeting the relevant criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian; and
- b. demonstrated service to the College through participation on College committees and/or to the community and/or evidence of professional development through academic and scholarly activities related to the faculty member's academic or professional area.

5. The criteria for promotion to and reappointment in the rank of professor or librarian are:

- a. meeting the relevant criteria for promotion to and reappointment in the academic rank of associate professor or associate

(1). Objective summary of all student evaluations (for full-time members of the instructional staff only) prepared by the department chairperson and certified as accurate by a faculty member in the department selected by the faculty member in the department to be evaluated.

(2). Peer evaluations.

(3). Other appropriate evidence.

b. Evidence of service to the College and/or the community.

(1). Records of committee work.

(2). Records of course and/or program development.

(3). Records of community work.

(4). Other appropriate evidence.

c. Evidence of professional development shall be documentation of scholarly, academic, or professional attainments or activities appropriate to the faculty member's academic or professional area.

2. a. At the departmental (Director of Libraries) evaluation level, the materials of evaluation shall include only those timely placed in the faculty member's Record File within the meaning of Article XIV (Faculty Record File), Section B of this Agreement.

b. At the Peer Evaluation Committee evaluation level, the materials of evaluation shall include only those reviewed at the departmental (Director of Libraries) evaluation level, the recommendation of the department or Departmental (Director of Libraries) Evaluation Committee, the written reasons for the recommendation given to the faculty member, the faculty member's statement to the Committee, if any, opposing the recommendation, and extraordinary evidence or newly obtained evidence unavailable at the departmental (Director of Libraries) evaluation level which shall be reviewed with the faculty member.

c. At the Faculty Appeals Committee level, the materials of

b. The following criteria shall be used for the purposes of this evaluation:

(1). Teaching effectiveness.

(2). Effectiveness of performance of other assigned duties and responsibilities.

(3). Professional Development.

(4). Contributions to the College and/or community.

## 2. MATERIALS OF EVALUATION

The materials of evaluation shall consist of student evaluations, peer evaluations, a self evaluation (submitted on a form developed and approved by the Academic Vice President and the Faculty Executive Committee), the Academic Dean's classroom evaluation, if any, the faculty member's statement, if any, and any other documents relevant to the criteria specified in Part C, Section 1 of this Article.

The materials of evaluation shall be submitted to and compiled by the faculty member's Department Chairperson prior to September 30 of the academic year. The Chairperson will forward prior to October 15 of the academic year the summaries of the student evaluations and all other materials received to the appropriate Academic Dean. The Chairperson will also provide to the faculty member a copy of all materials forwarded to the Dean. The Academic Dean will place all materials received from the Chairperson in the faculty member's record file.

## 3. PROCEDURE

Prior to November 24 of the academic year, a Departmental Evaluation Committee, consisting of no less than three (3) elected members shall review the record files of all tenured faculty members who are not being considered for promotion and who are to be evaluated in accordance with the provisions of Part D, Section 1 of this Article. In the event the departmental committee's evaluation of a faculty member is negative, the departmental committee will also forward recommendations

advance of the visit. The Academic Dean will arrive before the class begins and stay until the end of the class.

5. If a faculty member receives a negative evaluation from the Departmental Evaluation Committee or the Tenured Faculty Review Committee or both, a conference shall be held between the appropriate Academic Dean and the faculty member as soon as possible after the completion of the evaluation. The purpose of the conference shall be to develop a plan of action for the faculty member's improvement which is consistent with the Departmental Evaluation Committee's and/or the Tenured Faculty Review Committee's recommendations.

## ARTICLE XV

## TENURE

A. A faculty member who has previously been appointed or reappointed with tenure shall continue to have tenure.

B. All non-tenured faculty members shall be considered and eligible for tenure in accordance with all applicable statutes and regulations;

1. All non-tenured faculty who were employed as faculty on August 18, 1982, shall be considered and eligible for tenure in accordance with the elections they made pursuant to N.J.S.A. 18A:64A-71.b filed with the College;

2. All faculty members hired by Union County College subsequent to August 18, 1982, shall be considered and eligible for tenure pursuant to the terms of the "The State and County College Tenure Act," N.J.S.A. 18A:60-6 et seq.

a. Faculty members shall be under tenure in their academic rank but not in any administrative position, during good behavior, efficient and satisfactory professional performance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of Article 2 of Chapter 6 Title 18A of the New Jersey Statutes, after employment by the College for:

(1). five (5) consecutive calendar years; or

(2). five (5) consecutive academic years, together with employment at the beginning of the next academic year; or

(3). the equivalent of more than five (5) academic years within a period of any six (6) consecutive academic years.

b. Notwithstanding the provisions set forth above, the Board may, as an exceptional action and upon the recorded two-thirds majority

ARTICLE XVI  
FACULTY DISCIPLINE

A. Faculty members shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of Article 2 of Chapter 6 of Title 18A of the New Jersey Statutes (18A:6-9 - 18A: 6-29).

## ARTICLE XVIII

## FACULTY MEMBERS APPOINTED TO ADMINISTRATIVE POSITIONS

A. Academic Officers of the College who hold an academic rank and tenure in a department of the College shall continue to hold that academic rank and tenure upon returning to the faculty. All Academic Officers shall have seniority as of the date of employment by the College, or by the previous institution to which the College is successor.

decisions in the areas of curriculum of courses and/or laboratories not described in Part A, Section 1. a. of this Article and of subject matter of and method of instruction in courses and/or laboratories not described in Part A, Section 1. a. of this Article. 43.

#### B. Organization

1. All members of the faculty as defined in Article I, Section K of this Agreement are members of the faculty organization and shall have all rights and responsibilities deriving from such membership.

2. The faculty shall have the right to adopt by-laws and other rules and regulations necessary for the carrying out of its duties and responsibilities. These by-laws, rules and regulations shall include but are not limited to:

- a. Manner, time and frequency of its meetings.
- b. Voting procedures in meetings and qualifications for voting.
- c. Officers of the faculty, the qualifications for, procedures for election of, and duties of such officers.
- d. The delegation of powers to and establishment of committees of the faculty as well as qualifications and the manner of election or appointment of members to such committees.
- e. Duties, responsibilities, and procedures of committees.

3. The faculty shall have the right to determine the manner in which it shall exercise its powers according to its own rules and regulations provided that it is consistent with or not otherwise provided for by the terms of this Agreement.

4. Those faculty committees which are required by the provisions of this Agreement shall be established by the faculty. The Faculty Executive Committee shall notify the Academic Vice President of the committees of the faculty and of their membership, as soon as the committees are established.



in the department.

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E. 1. Every department shall have a Chairperson who shall be elected in a secret ballot by the department pursuant to the provisions of Section F of this Article.

2. A department Chairperson shall serve for two (2) years commencing July 1 following his/her election.

3. In the event a department Chairperson does not complete his/her term of office, a successor shall be elected to complete his/her term of office pursuant to the provisions of Section F of this Article.

F. 1. When it is necessary to elect a department Chairperson, the department shall elect a Nominating Committee of three (3) faculty members in the department except that in the event there are fewer than three (3) faculty members in the department, the Nominating Committee shall be composed of all members of the department. For regularly scheduled elections, this Committee shall be elected by April 15 of the year in which the term of the department Chairperson expires.

2. Nominations shall be from faculty members in the department and shall be submitted in writing to the Nominating Committee. Nominees shall verify their willingness to serve, if elected, to the Committee.

3. Nominees shall be tenured faculty members in the department except that in the event a department has no tenured faculty members, nominees shall be non-tenured faculty members in the department.

4. The Nominating Committee shall receive nominations for a period of one (1) week after informing each faculty member in the department that nominations are open. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve, if elected. In the event that no tenured faculty member nominated is willing to serve, nominations shall be reopened for a period of one (1) week and nominees shall be non-tenured faculty members in the department. At the end of that week, the Committee shall

communications between the Board and/or its agents and department members.

2. File with the appropriate Academic Dean an annual report summarizing the work of the department and such other appropriate departmental reports as may be requested by the Board and/or its agents.

3. Make recommendations to the appropriate Academic Dean pertaining to the administration of the department, the work of members of the department and the instructional mission of the department.

4. Assist the appropriate Academic Dean and other officers of the administration in determining whether course sections should be added, cancelled or closed.

5. Perform other duties as assigned elsewhere in this Agreement.

6. Communicate information about administrative and academic matters to the members of the department.

7. Submit to officers of administration and/or appropriate faculty committees proposals or recommendations of the department.

H. The Specific Duties and the Coordination of Personnel of the Department Chairperson are as follows:

1. Coordinate the instructional efforts and participate in the evaluation of full-time and part-time members of the instructional staff. Encourage development, improvement and innovation in teaching; encourage and facilitate teamwork and good morale within the department.

2. Assume responsibility for informing new teachers of instructional, educational and administrative policies of the College.

3. Encourage department members to engage in those professional and scholarly activities which enhance the growth, improvement, expansion and prestige of the department, including the earning of advanced degrees, pursuit of independent research and the publication of research.

4. Preside at department meetings.

President for Finance of the College.

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2. Requisition needed supplies and equipment for the department.
3. Submit laboratory budgets and inventories.

K. 1. When both the Academic Vice President and the Department Chairperson agree that, in order to carry out academic responsibilities in a department such as scheduling of courses, laboratories and clinics in multi-disciplinary departments, supervising instruction, advising students in specific curricula, supervising students in clinical or field work placements, consulting with licensing agents or advisory boards, assisting the Chairperson in the performance of his/her duties, or carrying out other assignments necessary for the functioning of the Department, the appointment of a Departmental Coordinator is necessary, the Academic Vice President may authorize such an appointment.

2. The Department Chairperson shall select Coordinators with the approval of the members of the department and notify the appropriate Academic Dean and the Academic Vice President of the selection.

3. The Department Chairperson, in consultation with the Academic Vice President or his/her designee shall prepare a job description specifying the duties and responsibilities of each Coordinator position.

4. The compensation and/or released time for authorized coordinator positions as of September 1, 1984 shall be negotiated by the Academic Vice President and the Chapter.

5. In the event additional Coordinator positions, other than those in effect as of September 1, 1984, are authorized during the term of this Agreement, or if the job descriptions of existing Coordinator positions are modified, the Academic Vice President and the Chapter shall agree to the compensation and/or released time associated with such positions.

6. It is recognized that the continuation of any Coordinator

## ARTICLE XXI

## COMPENSATION

## A. Instructional and Library Staff Salaries

## 1. 1984-1985

a. Effective September 1, 1984, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to \$412 plus 3.33% (\$494 plus 3.33% in the case of the library) of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries as of the May 31 payroll of full-time members of the instructional staff (or professional library staff) in his/her rank during such preceding academic year (or preceding twelve months, in the case of the library).

b. Effective January 16, 1985, for those faculty members on a nine-month payment schedule and March 1, 1985, for those on a twelve-month payment schedule the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to one (1) percent of the total full-time faculty payroll divided equally among all full-time faculty and two (2) percent of the arithmetic mean of all such annualized salaries as of the immediately preceding payroll of full-time members of the instructional

full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to six (6) percent of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries as of the May 31 payroll of full-time members of the instructional staff (or professional library staff) in his/her rank during such preceding academic year (or preceding twelve months, in the case of the library).

B. 1. Any faculty member in the employ of the College on September 1, 1983, who will not be receiving the salaries set forth below before their 1984 increase, shall receive an increase effective September 1, 1984, sufficient to bring them to the annual salary set forth:

Assistant Instructor	\$14,500
Instructor (without Master's degree)	\$15,500
Instructor (with Master's degree)	\$16,000
Instructor (with Doctorate)	\$17,500
Assistant Professor	\$19,000
Assistant Professor (with Doctorate)	\$20,500
Associate Professor	\$23,000
Associate Professor (with Doctorate)	\$24,500
Professor	\$29,500
Junior Librarian	\$19,200
Assistant Librarian	\$22,800
Associate Librarian	\$27,600

a. For purposes of guidance in the employment of new faculty members the minimum salaries shall be:

Assistant Instructor	\$14,000
Instructor	\$15,500
Assistant Professor	\$18,500

Professor	\$46,795
Junior Librarian	\$30,391
Assistant Librarian	\$36,950
Associate Librarian	\$44,917
Librarian	\$54,594

55.

d. Notwithstanding the salary maximums stated in Section B.2.a.,b.,c. of this Article, all regular full-time members of the instructional staff (Professional Library staff) shall have his/her salary increased by the sums and amounts stated in Part A, Sections 1,2, and 3 of this Article.

#### D. Promotional Increases

A faculty member promoted to a new academic rank shall receive a six percent (6%) increase in his/her salary as of September 1 of the year in which the promotion is effective. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article. In the event that the promotion increase and the doctoral increase become effective on the same date, the total combined increase shall be twelve (12) percent.

#### E. Doctoral Increases

A full-time member of the instructional staff (Professional Library staff) who acquires an earned doctorate on or after September 1 shall receive a six percent (6%) increase in his/her current academic year salary providing that the doctorate is officially granted, except for ceremonial conferral, on or before December 31. If the doctorate is granted after December 31, the faculty member shall receive this salary increase as of September 1 of the succeeding academic year. This increase shall be in addition to any other salary increase provided in this Agreement and shall be computed after the addition of the increase provided in Part A of this Article.

compensated at a rate of \$75.00 for each student supervised.

57.

3. In the event the maximum teaching load of a faculty member, as defined in Article XXIX, Part A, Section 5.a. is exceeded, a faculty member shall be compensated in the amount of thirty (30) dollars for each student above the maximum.

4. A faculty member assigned supervision of the liaison clinics shall be compensated at the overload rate specified in Part F of this Article on the basis of each three (3) contact hours in the liaison clinic in a given course, regardless of the number of students in that course, being the equivalent of one (1) credit or equivalent contact hour. Supervision of liaison clinics may be included as part of the faculty member's required teaching load on this same basis.

#### I. Faculty Pay Periods

1. A full-time member of the instructional staff shall, at his/her option, be paid his/her academic year salary in eighteen (18) or twenty four (24) equal semi-monthly installments.

2. A full-time member of the professional library staff shall be paid his/her twelve-month salary in twenty four (24) equal semi-monthly installments.

J. Full-time faculty members required to teach courses in practical nursing or respiratory therapy during the summer session shall receive 1.2 times their academic year salary for such an assignment. It is understood and agreed that all credit or equivalent credit hours taught beyond fifteen (15) in either of these disciplines during the summer session shall be paid at the overload rate stated in Section F of this Article.

Selection of faculty to teach such courses during the summer session shall be determined by seniority.

continued in accordance with applicable state laws and regulations. 59.

2. All faculty members not covered by the Teachers' Pension and Annuity Fund shall continue to be covered by the Alternate Benefits Program (TIAA/CREF).

3. The faculty members' contributions and the contributions from the State shall be provided by State law. In addition, the College shall continue its supplementary contribution for those faculty members on behalf of whom the College contributed ten (10) percent prior to the merger, to insure that those faculty members will have ten (10) percent contributed on their behalf.

4. Eligibility to the appropriate pension plan shall be in accordance with appropriate State law and regulations.

#### C. Defined Contribution Plans

1. This plan is at the employee's option. Salary deductions will not be matched by the College. Further discussion concerning alternative annuity plans will continue. Appropriate recommendations will be made on or before November 1, 1984. Faculty members who are presently enrolled in deferred compensation plans may continue to participate according to their agreement with the College until additional investment plans are selected, unless they notify the College to the contrary.

#### D. Workmen's Compensation

1. As defined by the applicable State laws.

#### E. Unemployment Compensation

1. As defined by the applicable State laws.

F. It is the responsibility of each employee to contact the Personnel Officer if s/he wishes to apply for any one of the above listed benefits. Furthermore, the employee eligible for such benefits agrees to complete and execute all forms and applications and authorizations as requested by the College and/or insurance carrier(s) affording the aforesaid benefits. The College will furnish appropriate descriptive



post-doctoral work. Loans from the Faculty Improvement Plan may be made, subject to the following conditions:

a. Applicant must hold an appointment and must have previously completed at least two consecutive academic years as a full-time faculty member at Union County College.

b. Applicant must have been admitted to doctoral candidacy or post-doctoral work at a recognized American or European university, with all course work completed.

c. Loans will ordinarily not exceed \$1,500.00, but in any case may not exceed \$2,000.00.

d. No interest will be charged while the candidate holds an appointment to the Union County College faculty (in either "on-leave" or "active" status).

e. No interest will be charged after the candidate has received the degree, so long as s/he continues as a member of the Union County College faculty.

f. At the end of each academic year after the one in which the degree has been received or post-doctoral work completed, provided the recipient has served for that year as a full-time faculty member of Union County College, \$250.00 will be cancelled from the loan.

g. If the recipient of a loan leaves the Union County College faculty before annual forgiveness has wiped out the loan, whether or not s/he has received the degree, repayment of balance is due with interest of 5% per annum from the date of the loan.

h. In case the recipient fails to receive the degree or to complete post-doctoral work within three academic years after the one in which the loan is made, the loan becomes a legal interest-bearing debt to Union County College, subject to modification as to principal or interest or both by the Board of Trustees on recommendation of the President in light of the circumstances of the case.

first registration for courses in such a program also requires prior approval. All full-time faculty members who had registered for (a) course(s) in an established and approved degree program prior to June 30, 1979, shall be deemed to have received prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.

e. In all cases, reimbursement will be made only for courses satisfactorily completed.

f. A faculty member shall be eligible for tuition reimbursement only for courses beginning after the faculty member has completed one (1) academic year of service at the College.

## 2. Amount and Limitations

a. After June 30th, the Business Office determines the total request for the preceding academic year. Whenever the request for reimbursement exceed the amount available, reimbursement will be paid proportionately; however, reimbursements will normally always be at least 100% of tuition paid. A full-time member of the faculty may receive payments totaling not more than \$1,750 per year.

b. Payments will be made once a year on or about July 31st for courses taken during the preceding academic year.

c. No reimbursement is payable for fees, room, board, or the like, which are regarded as fees and not tuition, inasmuch as class attendance is normally not involved.

d. Reimbursement is payable for "maintenance of matriculation" fees and "Thesis or Dissertation supervision" for one academic year.

e. In order to obtain tuition reimbursement, a full-time member of the faculty must fill out an "Application for Tuition Reimbursement" form obtainable from any Academic Dean's office or the Personnel Officer, and file it with the appropriate Academic Dean or the Director of Library, not later than June 30th of the academic year in which the course(s) was

## ARTICLE XXIII

## OUTSIDE EMPLOYMENT

A. The primary responsibility of the faculty is to the College.

B. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities or with applicable rules and regulations of the Board of Higher Education.

C. Any faculty member engaged in employment outside the College on a regular or continuing basis will, if requested, notify the President, in writing, of such activity, indicating employer, specific days and hours of the assignment and overall duration. S/he shall also affirm that such employment does not interfere with regulations of the Board of Higher Education.

## ARTICLE XXV

## LEAVES OF ABSENCE BECAUSE OF ILLNESS OR INJURY

A. 1. Subject to the provisions of Section C. of this Article, each faculty member shall be granted leave with pay, less disability insurance and/or workmen's compensation payments, with no loss of other benefits for absence because of illness or injury (including inability to work arising out of or connected with pregnancy or recovery therefrom) for a period of up to six (6) months during an academic year. The Board may require medical certification which shall be submitted to the Academic Vice President or his or her designee that such a condition warrants the leave. Such leave shall be considered as service within the meaning of Article XIII, A. 1., a,b,c,d.

2. At the beginning of each academic year, commencing September 1, 1984, each faculty member will be credited with ten (10) days of sick leave allowance for absences caused by illness or injury. Sick days used will be compensated for pursuant to Section A.1. of this Article. Unused sick days may accumulate year to year with no maximum limit. Accurate records shall be maintained of sick days used and sick days accumulated to reflect a running balance.

3. If a faculty member accumulates more sick days than are compensated for pursuant to Section A.1. above, that faculty member may be granted additional leave with pay should s/he be absent because of sickness or illness, for the number of days that his or her sick leave accrual exceeds the number of days allowed by Section A.1. above.

4. During the first ten (10) working days of leave, the faculty members in the affected department shall cover the professional assignments of the faculty member involved. Thereafter, if the leave continues beyond the initial ten (10) working day period, the Board

non-tenured faculty member shall not acquire any years of credit toward  
tenure or seniority for purposes of Article XXX (Reduction in Force).

agreement to continue his or her services at the College for at least one (1) academic year following the termination of the leave. Priority shall be given to faculty members who are doctoral candidates at accredited institutions and who have completed all course requirements and are engaged in dissertation research or dissertation writing. Such leave shall be considered as service within the meaning of Article XIII, Part A 1. of this Agreement.

b. Upon completing a sabbatical a faculty member shall submit a report detailing his/her activities during the sabbatical.

2. a. A faculty member shall be eligible for a sabbatical leave (Leave for Professional Advancement) for at least one (1) semester after each six (6) years of service at the College.

b. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one (1) semester shall receive full pay. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) of one (1) academic year shall receive half-pay for that year.

c. The benefits received during the period of the sabbatical leave (Leave for Professional Advancement) shall be in accordance with State law and regulations.

3. a. Normally, no more than one member of a department of 15 members or less, or in the case of the Library, no more than one member of the professional library staff, shall be granted a sabbatical leave (Leave for Professional Advancement) at one time. In departments of more than 15 members, one person may be granted a sabbatical leave for each 15 members or fraction thereof in that department in the event more than one member of the department applies for sabbatical leave at the same time.

b. Priority in granting such leaves shall be extended to those faculty members with the longest term of faculty service to the College.

## ARTICLE XXVII

## LEAVES OF ABSENCE WITHOUT PAY

## A. Maternity Leaves

1. A faculty member who has borne a child or who is expecting a child or has legally adopted a minor child shall have the right to maternity leave without pay for a period of up to one (1) academic year if s/he notifies the appropriate Academic Dean at least one (1) month before the leave begins. Maternity leave shall begin the first day of a semester and shall end the last day of a semester. If a faculty member on maternity leave decides not to return to the College, s/he shall inform the Academic Vice President or his/her designee of the decision at least three (3) months prior to his/her expected date of return. Requests for an extension of the leave shall be submitted in writing with as much notice as is practicable, normally not less than three (3) months prior to the requested leave date. Maternity leaves shall be considered as service under the meaning of Article XIII, Part A, Section 1, a,b,c,d and as service toward tenure and/or seniority. Other terms and conditions of such additional leave shall be governed by Part B of this Article.

## B. Other Leaves of Absence

1. A faculty member may be granted a leave of absence without pay of up to one (1) academic year for personal or professional reasons with the approval of the Academic Vice President or his/her designee. Such leaves of absence without pay may be extended up to one (1) additional year if the personal or professional reasons so warrant. Requests for such professional leaves must be submitted in writing at least one (1) semester before the leave begins. Requests for personal leaves shall be submitted in writing with as much notice as is practicable, but not less than three (3) months prior to the intended date of the leave. If a

## ARTICLE XXVIII

## SUMMER SESSIONS

A. 1. Full-time members of the instructional staff shall be given the right of first refusal in the assignment of summer session courses offered for credit, developmental courses and/or laboratories if they are otherwise qualified to teach these courses pursuant to the selection procedure in Section F of this Article.

2. The Chairperson of each department shall inform the appropriate Academic Dean of the names of those faculty members who have committed themselves to teach summer session courses within ten (10) class days of the date the Chairperson receives the scheduling of summer session course offerings. The Board shall rely on this information for the purpose of administering Section A.1. of this Article.

B. The assignment of summer session courses for credit, developmental courses and/or laboratories to persons other than full-time members of the instructional staff shall be considered tentative, pending cancellation of courses and/or laboratories assigned to faculty members. In the event these courses and/or laboratories are cancelled, the faculty member affected shall be assigned to teach courses and/or laboratories tentatively assigned to persons other than full-time members of the instructional staff if s/he wishes and is otherwise qualified to teach those courses and/or laboratories pursuant to a selection procedure to be established for all departments by the Academic Vice President and the Chapter.

C. No faculty member may teach two (2) courses in a summer session until every faculty member in his/her department who has requested an assignment in that session and who is qualified to teach the course in question and is teaching one course in that summer session pursuant to the selection procedure in Section F of this Article, except that no



ARTICLE XXIX  
FACULTY WORKLOAD

A. Full-Time Members of the Instructional Staff

1. a. Except as otherwise provided in Section 1.c. of this Article, a full-time member of the instructional staff shall teach a maximum of fifteen (15) credit or equivalent contact hours per semester, requiring no more than three (3) separate course preparations, and shall perform all duties related to teaching including the submission of grades and reports, shall fulfill proctoring requirements, shall keep no fewer than three (3) scheduled office hours per week in order to counsel students and shall serve on faculty or other College committees, if given the opportunity. In addition, faculty shall be available up to two (2) hours per week, by appointment, if required by students' classroom schedules.

b. A full-time member of the instructional staff shall be available one (1) day or evening during every other semester for the purpose of assisting at registration and consulting with students within the ten (10) working day period prior to the commencement of each semester, except that Department Chairpersons and Coordinators shall be available for five (5) working days and evenings prior to the commencement of each semester. The obligation of a chairperson or coordinator may be met, in part, by telephone.

c. Teaching load requirements for full-time members of the instructional staff shall be modified only as follows:

(1). Department Chairpersons shall teach a maximum of nine (9) contact hours per semester unless the number of faculty members in the department is fewer than ten (10) in which case Department Chairpersons may be assigned a maximum of twelve (12) contact hours per semester.

course or courses requiring additional preparation. For purposes of this provision, the additional course preparation(s) shall be for that course(s) with the greatest number of credit or equivalent contact hours.

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester and receives overload compensation for additional credit or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation.

d. A full-time member of the instructional staff may agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his or her teaching load in the other semester of the academic year is similarly reduced from fifteen (15) credit or equivalent contact hours or if s/he is compensated at the overload rate specified in Article XXI (Compensation), Part F, of this Agreement.

2. a. Every effort shall be made to avoid assigning a faculty member to teach courses commencing after 5 p.m. as part of his or her required teaching load except where the faculty member requests this assignment in which case the request will be granted if at all possible. In any event, no faculty member shall be assigned to teach more than four (4) credit or equivalent contact hours after 5 p.m. as part of his or her required teaching load during an academic year, unless the assignment of more than four (4) credit or equivalent contact hours is required in order to provide the faculty member with a full teaching load. At the request of a faculty member and with the agreement of the Academic Vice President, or his or her designee, a faculty member may be assigned additional hours after 5 p.m.

b. No faculty member shall be assigned to teach classes scheduled on Saturdays or Sundays as part of his or her required

lecture classes.

(4). seventy-five (75) in large lecture classes. Such large lecture classes shall receive double credit toward a faculty member's teaching load.

(5). twenty-four (24) in laboratories.

b. (1). If the number of students in a class exceed the nominal limits noted in Part A, Section 5. a. of this Article, a faculty member shall be compensated at the rate specified in Article XXI, Part H, Section 3, of this Agreement.

(2). Calculation of student overages shall be on the basis of the number of students officially registered in classes immediately following the last date for official withdrawal.

(3). If the number of students in a biology or chemistry laboratory exceeds the nominal limits described in Part A, Section 5. a. of this Article, and where in the judgment of the appropriate Academic Dean and the Department Chairperson such numbers of students could be hazardous, there shall be a laboratory assistant assigned to that laboratory section. In this event there shall be no additional compensation for the faculty member assigned to that section, notwithstanding the provisions of Part A, Section 5.b.(1). of this Article.

6. Except as provided in Section 1.b. of this Article, no faculty member shall be required to be in attendance at the College during the Christmas and Spring recesses, on holidays recognized on the College calendar or Saturdays or Sundays, during intersession, or at other times when his or her classes are not scheduled to meet, when s/he is not proctoring, when office hours are not scheduled, or when committees on which the faculty member serves are not scheduled to meet.

7. a. Faculty members who request it will be assigned two (2) overload courses in one semester provided every faculty member in his or

e. The decision to offer developmental courses in standardized classroom structure and/or individualized instruction in conjunction with audio-tutorial instruction in a specialized facility shall be determined by the Department.

b. In the audio-tutorial individualized instruction, utilizing a specialized facility, the instructor will meet with each section for fifty (50) minutes per week.

(1). The fifty (50) minutes per week may include:

- (a). individual instruction
- (b). small group instruction
- (c). entire class instruction

2. The instructor will be responsible for prescribing and for evaluating the individualized instruction to be undertaken in a specialized facility.

3. The laboratory instructor(s) will supervise the learning activities prescribed by the instructor in the remaining 100 minutes per week in the specialized facility.

D. The referral work in the Academic Learning Center shall be treated in a fashion similar to the above, e.g., six (6) contact hours of the instructor's load are to be counted as three (3) credit or equivalent contact hours, such work to include:

- 1. Preliminary diagnosis and program prescription.
- 2. Conferences with students.
- 3. Ongoing evaluation of student progress.

E. Full-Time Members of the Professional Library Staff

1. Except as otherwise provided in Section 1. b. and 1. c. of this Article, a full-time member of the professional library staff shall work thirty-five (35) hours a week on a twelve (12) month contract.

2. A full-time member of the professional library staff who serves on faculty or other College committees shall have his/her weekly

prior to being granted a reduced teaching load.

## ARTICLE XXXI

## RETIREMENT

## A. Mandatory Retirement

1. A faculty member shall retire at the end of the retirement year (September 1 through August 31) in which s/he is age seventy (70), except that the Board may, at its discretion, appoint and thereafter reappoint faculty members age seventy (70) and older for a term of one (1) academic year. The Board before exercising its discretion with respect to the appointment or reappointment of such faculty member shall consult with the department affected and the Peer Evaluation Committee. There shall be no reappointment of a faculty member if the effect of the reappointment would be to cause that faculty member to be teaching at any time during an academic year in which s/he reaches the age of seventy-five (75).

2. A faculty member appointed or reappointed after age seventy (70) shall receive notice of non reappointment by December 1 of the last year of appointment or reappointment.

3. A faculty member reappointed after age seventy (70) shall continue in the highest academic rank which s/he held during the academic year in which s/he reached the age of seventy (70) or the academic rank held as of the effective date of this Agreement, whichever is higher. No faculty member shall be promoted during any year in which s/he reaches the age of seventy (70) or older. A faculty member's tenure shall cease at the end of the academic year during which s/he reached the age of seventy (70). For the purposes of Article XXX (Reduction in Force), a faculty member appointed or reappointed after age seventy (70) shall be deemed to have the same seniority as a non-tenured faculty member in his or her second year of service to the College.

## ARTICLE XXXII

## COLLEGE CALENDAR

A. An official College calendar shall be published each year. The calendar shall be prepared by the President or his or her designee in consultation with the Faculty Executive Committee. Modifications of the calendar during the year may be made by the President in order to meet unforeseen circumstances. The President or his or her designee will consult with the Faculty Executive Committee regarding such modifications, if practical.

continue to be provided with these offices. In the event the space becomes available, department chairpersons who presently are not provided with single offices shall be provided with these offices.

I. When it is necessary for an individual to use his/her own automobile on College business including, but not limited to, commutation between campuses and locations, a mileage allowance of twenty-one (21) cents per mile will be provided. The appropriate Academic Dean shall have the authority to approve these mileage allowances.

J. The Board shall keep in full force and effect during the term of this Agreement liability insurance which covers individual faculty members, a copy of which will be provided to the President of the Chapter. Under no circumstances will Academic Officers be covered under a more favorable liability policy than faculty members.

K. As soon as practicable after the commencement of the academic year, the Board will provide a current Faculty Handbook to each faculty member in order to provide faculty members with information useful for the carrying out of their duties and providing information concerning the rules, practices and procedures of the Faculty and the College.

L. 1. Full-time members of the instructional and library staff must notify the department chairperson and/or the appropriate Academic Dean or Library Director of absences from classes or regularly assigned duties.

2. The department chairperson is responsible for seeing that the professional assignments of faculty members in the department are covered in accordance with Article XXV, Section A. 4. and Article XXVI, Section A. 3.

M. The faculty will appoint one (1) faculty member from each of the campuses at Cranford, Scotch Plains and Elizabeth to sit on the Space Committee.

N. The appropriate Academic Dean will consult with departmental



the creation of such additional faculty office space the administration of the College shall consult with and seek the advice of the Space 93. Committee.

Article may be extended by written agreement between the parties to the grievance.

c. A grievance shall be filed in writing and shall state the reasons for the grievance and the remedy sought.

d. If the grievant is a faculty member(s), or the Chapter, the grievance shall be filed with the President or the President's designee. If the grievant is the President, the grievance shall be filed with the President of the Chapter.

2. a. Within thirty (30) class days of receipt of a filed grievance, there shall be a conference between the President, or the President's designee, a representative of the Chapter, the grievant, if the grievant is not the President of the Chapter, and any other necessary person.

b. Within seven (7) class days after this conference or a subsequent conference terminated by a party to the grievance, the party with whom the grievance is filed shall render a decision in writing.

c. If the grievance is not disposed of as a result of this decision, the Chapter or the President may notice the grievance for arbitration within thirty (30) class days before the Public Employment Relations Commission (hereinafter referred to in this Article as the "Commission"), provided the issue is arbitrable.

3. a. The arbitrator shall be selected in accordance with the rules of the Commission.

b. The arbitration shall be held within thirty (30) class days of receipt of the notice by the Commission and shall be conducted in accordance with the rules of the Commission.

c. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.

d. The decision of the arbitrator shall be rendered within fifteen (15) days of the conclusion of the arbitration hearing.

## WORK OR BUSINESS INTERRUPTION

- A. No faculty member, officer or representative of the Chapter, will call, sanction, approve or engage in any strike or work interruption during the term of this Agreement.
- B. The Board and/or its agents will not engage in any lockout during the term of this Agreement.

## ARTICLE XXXVII

## SEPARABILITY

A. In the event any provision of this Agreement, in whole or in part, is declared illegal, void or invalid in any final determination by an agency or court of competent jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect.

## ARTICLE XXXIX

## DURATION OF AGREEMENT

- A. Except as specifically provided elsewhere in this Agreement, this entire Agreement shall be effective as of September 1, 1984, and shall continue in full force and effect until August 31, 1987.
- B. The Board and the Chapter shall enter into negotiations for a new agreement no later than March 1, 1987.

Urban Studies 1 1/2 credits

103.

ENGINEERING/PHYSICS/ELECTRONICS TECHNOLOGY

Electronics and Lasers 3 credits

Electro-Mechanical Technology 3 credits

Mechanical/Civil Technology 1 1/2 credits

ENGLISH/FINE ARTS/MODERN LANGUAGE

Director I.I.E. 6 credits

Coordinator I.I.E. 3 credits

Developmental English 3 credits

Basic Studies 3 credits

Modern Language 1 1/2 credits

Fine Arts 1 1/2 credits

Communications 3 credits

Theater 6 credits

Art Gallery 6 credits

Additional Departmental 3 credits

HEALTH TECHNOLOGY

Medical Assisting 3 credits

Medical Laboratory Technology 3 credits

Medical Records 3 credits

Occupational Therapy 3 credits

Physical Therapy 3 credits

Respiratory Therapy 3 credits

Respiratory Therapy Clinic 1 1/2 credits

MATHEMATICS

Developmental Mathematics 3 credits

Additional Departmental 3 credits

PSYCHOLOGY/SOCIOLOGY

Education 1 1/2 credits

Interpreters for the Deaf 3 credits

## MEMORANDUM OF UNDERSTANDING

The Board of Trustees of Union County College and the Union County College Chapter of the American Association of University Professors agree to discuss and resolve by December 1, 1984 the following issues:

1. Benefits due or to be provided for faculty members on sabbatical or unpaid leave.
2. The number of Professional Leaves (sabbaticals) to be granted during the 1986-1987 academic year.
3. The assignment of faculty members to continuing education courses and the compensation to be paid.
4. Minimum salaries for the 1985-1986 and 1986-1987 academic years.
5. The implementation of an improved dental plan.
6. The establishment of additional plans and methods for SRA contributions.
7. Additional equalization proposals for faculty members for the 1985-1986 and 1986-1987 academic years, to include the issue of inequities created by hiring salaries of new faculty members.
8. The participation of faculty in the academic advisement of students.
9. Long term disability for former UCTI faculty who are not vested.
10. Benefits due or to be provided for retired faculty members.

2. a. It is agreed that any faculty member who receives a promotion effective September 1, 1984, and whose salary in the new rank remains 10% below the minimum stated for that rank in Article XXI, Part B, Section 1, (Compensation) subsequent to the September 1, 1984, salary increase and the six (6) percent promotional increase, shall have his/her salary adjusted to that minimum effective as of September 1, 1984.

b. In accordance with the above provision the following faculty members shall receive the below stated amounts in addition to the September 1, 1984 salary increases, adjustments (if any) and the six (6) percent promotional increases.

Doshi	\$1084
Guza	\$641
Khodabakshi	\$363
Pires	\$678
Schaeffer	\$1609
Tse	\$1013
Vaughn	\$585

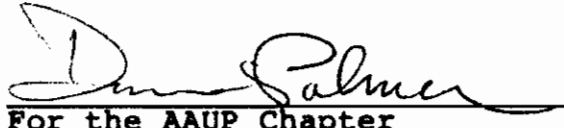


ARTICLE XXXIX  
DURATION OF AGREEMENT

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B. The Board and the Chapter shall enter into negotiations for a new agreement no later than March 1, 1987.

  
For the Board of Trustees

  
For the AAUP Chapter

Attest: Lo H. W. Swell

Date: Nov. 9, 1984

Attest: Lo H. W. Swell

Date: Nov. 9, 1984