

**SALEM COMMUNITY COLLEGE
COLLECTIVE AGREEMENT**

**by and between the
Faculty Association and
The Board of Trustees
July 1, 1994 - June 30, 1997**

THIS AGREEMENT is entered into by and between the BOARD OF TRUSTEES OF SALEM COMMUNITY COLLEGE, hereinafter called "Board," and the SALEM COMMUNITY COLLEGE FACULTY ASSOCIATION, hereinafter called the "Association."

SECTION I

GENERAL PROVISIONS APPLICABLE TO ALL UNIT MEMBERS

ARTICLE I

RECOGNITION OF THE ASSOCIATION

The Board hereby recognizes the Salem Community College Faculty Association as the exclusive bargaining representative, as defined in C. 123, P.L. 1974, for the following listed full-time personnel employed at the College:

- A. Full-time faculty holding the ranks of instructional chair, lecturer, assistant instructor, instructor, assistant professor, associate professor and professor, including full-time faculty who hold part-time administrative appointments at the College and developmental studies specialist.
- B. Full-time professional staff with the following titles:
 - Specialist/Advising - Guidance
 - Financial Aid Specialist
 - Specialist/Placement Transfer Counselor
 - Financial Aid Coordinator
 - E.O.F. Specialist
 - Coordinator of Admissions/Enrollment Services
 - E.O.F. Director Specialist
 - E.O.F. Bilingual Counselor Specialist
 - Admissions Information/Veterans Coordinator
 - W.I.S.H. Project Coordinator
 - Counselor/Recruiter
 - Facilitator (10, 11 or 12 month position)
 - Counselor (10, 11 or 12 month position)
- C. All other persons are excluded from the bargaining unit.

ARTICLE II

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations during the first week of November 1996 over a successor agreement to be applicable to the 1997-98 fiscal year or such additional years as the parties shall agree. Any agreement to be negotiated shall be reduced to writing and be submitted for ratification to the Board and the Association. The ratified agreement shall be formally adopted and signed by both parties.
- B. During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association all pertinent personnel records, data and information required by law to be made available to the public including the HEGIS Report.
- C. Neither the Board nor the Association shall have or exercise control over the selection of the negotiation representatives of the other party and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals and make counter-proposals during negotiations.
- D. The agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate on any such matter whether or not within the knowledge or contemplation of either party at the time this agreement was negotiated, signed and ratified.
- E. The Board agrees not to negotiate with any unit member individually or with any faculty organization other than the Association for the duration of the agreement.
- F. Upon mutual consent of the parties hereto, a matter of significant impact on the entire College community may be discussed and if, as a result, an amendment is deemed necessary by both parties, such amendment shall be reduced to writing and be submitted for ratification to the Board and the Association and signed by both parties.

- G. Should any condition or provision of this agreement be found to be in contravention of existing or future laws, statutes or regulations, then only that portion of the agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the agreement not specifically or indirectly rendered null and void shall remain in force and effect.
- H. Nothing contained herein shall be construed to deny or restrict to any unit member such rights as he/she may have under New Jersey school laws or other applicable laws and regulations.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Subject to the provisions of this agreement and except as expressly provided otherwise by this agreement, the Board and the President reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities, to supervise and manage the College and its faculty and professional staff, to determine and administer education policy, to operate the College and to direct the faculty and professional staff and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the President under governing laws and rules and regulations as set forth in the laws of the State of New Jersey and the United States.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

The Association shall enjoy the following privileges in pursuance of its role as representative of unit members:

- A. Conduct of Association Business. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional or office hours or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.

- B. Use of College Property. With the prior approval of the President or his designee, the Association's duly authorized representatives employed by the College may be permitted use of the College facilities and equipment, other than those assigned for their individual use (which shall not require prior approval but will utilize requisition procedures), at such times and places that will not interfere with, delay or defer any activities or functions of the College. The Association shall not be charged for use of said property but may be charged the College's cost for supplies consumed.
- C. Use of College Mail and Telephone Systems. The Association will be permitted the use of the College communications system, internal mail and internal telephone systems. In all uses of the mail system for Association purposes, the contents must be identified as originating with the Association and must bear the name or signature of an authorized Association representative.
- D. Use of Bulletin Boards. The Association will be permitted to post notices on the traditional faculty and professional staff bulletin boards. All material posted must relate to official business of the Association.
- E. Association Liability. The Association will be responsible for payment of all damages to or loss of equipment and facilities which are the fault of the Association.
- F. Receipt of Board Policy. The President of the Association shall receive in manual form all Board policy and shall receive copies of all new policies as they are adopted by the Board. The aforesaid policies so distributed shall include a policy of nondiscrimination.
- G. Receipt of College Calendar. No later than May 1 the President of the Association shall receive from the administration a complete "College Calendar" for the following year, and said calendar may be subject to changes by the Board due to exceptional circumstances.

ARTICLE V

FREEDOMS AND RIGHTS OF UNIT MEMBERS

All unit members shall have the following rights and freedoms, in addition to those rights and freedoms contained elsewhere in this agreement or in the laws of the State of New Jersey:

- A. To receive mail addressed to the individual unit member unopened by anyone other than the addressee.
- B. To have deductions from their paychecks made by the business office of the College for the following reasons:
 - 1. NJEA salary insurance
 - 2. PERS
 - 3. PERS insurance
 - 4. TIAA-CREF
 - 5. The following eligible employee organizations:
 - a. Salem Community College Faculty Association;
 - b. National Education Association and/or its higher education affiliate;
 - c. New Jersey Education Association and/or its higher education affiliate;
 - d. Association of New Jersey County College Faculties;
 - e. Salem County Teachers Credit Union;
 - f. Salem County Educational Association.
 - 6. In accordance with Chapter 477, P.L. 1979, Amending and Supplementing the Employer - Employee Relations Act, the College agrees to withhold from unit members who do not belong to the Salem Community College Faculty Association an amount equal to 85 percent of the regular membership dues, initiation fees and assessments charged by the Association to its members. In the event that this law is amended, the amount of the representation fee shall be the maximum allowed by law.
- C. To have access to their personnel files, according to the following procedures:

1. The personnel file of any member of the unit shall be open to him/her for review upon request. Such request shall be submitted in writing to the appropriate Dean not less than five (5) business days before the desired inspection, and such examination shall take place within ten (10) business days of such request. When the unit member is reviewing this file, said Dean or his/her designee shall be present. Confidential references or transcripts shall not be made available to the unit member.
 2. A representative of the Association may, at the unit member's request, accompany said person while he/she reviews the file.
 3. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of a unit member (except those restricted by the provisions of Paragraph C-1) must be placed in his/her personnel file and a copy of such documents shall be furnished to the unit member who will have the right to respond to such document and to have such response become part of his/her personnel file.
 4. No document may be removed from a personnel file without notification being furnished the unit member. Any document not needed in the file shall be sent to the unit member to whom the file pertains.
- D. Freedom From Restraint. With respect to a unit member's personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting any complaint or grievance. He/she shall have the right to present his/her own grievance or designate representatives of the Salem Community College Faculty Association or another person of his/her own choosing to appear with him/her or for him/her at any step in the grievance procedure.

ARTICLE VI

GRIEVANCE PROCEDURE

- A. Grievance Definition. A grievance is any dispute or claim by a unit member of the Association alleging violation or misapplication of this agreement or by the Board that there is a dispute involving the application, meaning or interpretation of the agreement. Excluded from this definition is any alleged understanding, practice or other matter outside the agreement.
- B. Grievance Procedure.
1. Any unit member who has a grievance shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally at that level. The unit member shall clearly identify the issue as a grievance.
 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the unit member within five (5) College days, he/she shall set forth his/her complaint in writing to the appropriate Dean. The Dean shall communicate his/her decision to the unit member in writing within five (5) College days of receipt of the written complaint from the unit member.
 3. If the decision is not satisfactory to the grievant, the matter may be referred to the Professional Rights and Responsibilities Committee of the Faculty Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) College days, notifying the unit member in writing of that determination.
 4. The unit member may appeal the decision of the Dean to the President. The appeal to the President must set forth the grounds upon which the grievance is based. The President shall request a report on the grievance from the appropriate Dean of the grievant, shall confer with the concerned parties and, upon request, with the unit member or Dean separately. He will attempt to resolve the matter as quickly as

possible but within a period not to exceed five (5) College days. The President shall communicate the decision in writing, along with supporting reasons, to the unit member and the appropriate Dean.

5. In the event that a grievance is not resolved satisfactorily to the grievant by the President in the foregoing steps, the grievant may appeal the dispute within ten (10) College days to binding arbitration.

C. Binding Arbitration.

1. In the event that a grievance cannot be satisfactorily settled in the foregoing steps, either the College or the Faculty Association may appeal the dispute within ten (10) College days to binding arbitration.
2. The aggrieved party shall propose, in writing, a statement of the issue(s) involved, and the parties shall attempt in good faith to agree upon a joint stipulation of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.
3. The arbitrator shall conduct a hearing at a mutually satisfactory time and place but not later than thirty (30) days after filing for arbitration.
4. The decision of the arbitrator shall be rendered within twenty (20) days of the hearing and shall be final and binding for the duration of the contract on the College, the Faculty Association and the unit member or unit members involved, subject to the limitations specified in the agreement.
5. Arbitration awards or grievance settlements will not be made retroactive beyond the date of occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance was filed at Step 2.

6. The arbitrator's function is to interpret the provisions of the agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge or alter the scope or meaning of the agreement or any provisions therein nor entertain jurisdiction of any subject matter not covered by the agreement. If, in the arbitrator's opinion, he has no power to rule on the issue submitted, the arbitrator shall refer the issue back to the parties without decision.
7. The expense of arbitration of any grievance supported by the Faculty Association shall be shared equally by the College and the Faculty Association. If the Faculty Association has found that the grievance does not have merit, then the individual grievant must pay the Faculty Association's share of the cost of arbitration, as well as the Board's.
8. In order to select an arbitrator, the Faculty Association shall submit a list of five (5) proposed arbitrators to the Board within twenty (20) College days after the Association provides notice of its intent to appeal the President's decision to binding arbitration. Within ten (10) College days, the Board shall notify the Association President of the Board's choice for arbitrator. If the Board fails to select an arbitrator from the list within ten (10) days, the arbitrator shall be selected pursuant to the rules and procedures of the American Arbitration Association.

ARTICLE VII

PATENT AND COPYRIGHT POLICY

All property rights in books written, teaching aids developed (including workbooks, laboratory manuals, transparencies, tapes, films and the like) and equipment designed or invented by a unit member or members independently of his/her or their employment with Salem Community College and not done in conjunction with said employment or during time assigned to College duties shall remain with said unit member and the College shall have no interest in or right to use such material without charge.

If such above described books, teaching aids or other material is developed by a unit member or members in conjunction with and while participating in College assigned or undertaken projects authorized or directed by the College, or using College staff or facilities, the said unit member or members shall retain the ownership of the material, subject to the following rights and privileges of the College: (1) the College shall have the right to use the said material in connection with its academic programs or in an exchange program in return for use of academic material from other academic institutions; (2) the College shall be reimbursed to the extent of its contribution in salaries paid, laboratory or other equipment used, space provided, secretarial or other services.

Any profits, royalties or commissions accruing for said material shall, after the aforesaid reimbursement to the College, remain the property of the unit member or members, exclusively. The aforesaid provisions shall apply whether or not copyright or patent is obtained by the unit member or members as part of his/her or their ownership rights.

SECTION II

PROVISIONS APPLICABLE TO FACULTY ONLY

ARTICLE VIII

FACULTY ACADEMIC FREEDOMS AND RIGHTS

Faculty rights shall include the following, in addition to those contained elsewhere herein or in laws of the State of New Jersey:

- A. To evaluate the academic progress of his/her students and to assign grades in accordance with the grading system of the College. Symbols other than those used in the College grading system and identified in the official College catalog may be used only with the approval of the Dean of Academic Affairs.

- B. To determine course content, course goals, learning objectives and the selection of appropriate learning materials and methods of presentation, subject to the recommendation of the Curriculum Review Committee and the approval of the Board.
- C. To request any books, magazines, newspapers or other materials to be purchased by the library or the pertinent department for use in class, subject to budgetary limitations.
- D. To instruct without being monitored by an electronic device, unless the faculty member so monitored has given his/her permission prior to the monitoring of the class.
- E. The College shall provide for the use of all faculty members a faculty room with clerical support and telephone with a separate outside line for the exclusive use of the faculty. The basic charge for the telephone will be paid by the College, the Faculty Association paying all toll charges. The clerical support to be supplied to the faculty shall consist of typing, phone messages, etc. for College work.
- F. Supplies. The College agrees that, consistent with its educational philosophy and budgetary constraints, all necessary budgeted teaching supplies and materials shall be provided to faculty.
- G. Attendance at College-Wide Functions.
 - 1. Faculty shall not be required to attend more than two (2) College-wide functions (excluding faculty meetings and graduation) per year.
 - 2. Faculty shall be given at least a week's notice of academic events (faculty meeting, colloquia, etc.) which they are required to attend.
 - 3. Faculty members attending those functions for which academic attire (cap and gown) is required shall have said attire provided at no cost to the faculty.

H. Advisement and Registration of Students. In addition to such office hours as are required pursuant to Article IX, Paragraph M, hereof, faculty members shall be required to maintain additional office hours and attend arena registration in accordance with the following provisions:

1. At least one faculty representative from each cluster shall be present during all hours of arena registration. Arena registration shall occur during the week immediately prior to the commencement of classes each Fall and Spring semester. Faculty representation at arena registration shall be shared on an equitable and rotating basis as determined by the Academic Dean. Notice of faculty assignments at arena registration shall be provided to each individual faculty member not less than two weeks in advance of the arena registration responsibility. The notice shall designate the specific assigned hours for the faculty member. Notwithstanding the other provisions of this paragraph, a faculty member shall not be required to work more than two four-hour shifts during each arena registration, except that a faculty member from a cluster which consists of one or two persons may be required to work not more than two six-hour shifts during each arena registration. The Academic Dean will endeavor to schedule a faculty member for two four-hour shifts on the same day. If a faculty member is required to work a shift on two different days, the separate shifts shall be scheduled on consecutive days.
2. Faculty members shall maintain additional office hours during the pre-registration period in order to advise students and prospective students. The pre-registration period shall occur within the final three weeks of the Fall and Spring semesters. The Academic Dean shall establish a schedule which identifies the hours and days that each faculty member shall be available for pre-registration advisement. This schedule shall be provided to each individual faculty member not less than three weeks in advance of the commencement of the pre-registration advisement responsibility. The notice shall designate the specific assigned hours for the faculty member. An individual faculty member shall not be required to provide more than four pre-

registration office hours per semester pursuant to this paragraph. Pre-registration office hours, however, which are required pursuant to this paragraph, shall be in addition to the regular office hours required pursuant to Article IX, Paragraph M, of this contract.

ARTICLE IX

FACULTY RESPONSIBILITIES

- A. Appointment. Faculty members shall be appointed by the Board upon the recommendation of the President or his designee for a period of ten (10) months. Faculty members shall be required to be on campus not more than three (3) consecutive week days during the week prior to the beginning of the Fall semester when so required by the administration, except that faculty members shall not be required to be on campus the Friday immediately prior to Labor Day. The Fall semester shall not begin earlier than the day after Labor Day. Faculty members' requirement to be on campus shall conclude the last day of the Fall semester, provided that all grades are turned in and administrative responsibilities concluded. Faculty members shall be required to be on campus not more than three (3) weekdays during the week prior to the beginning of the Spring semester when required by the administration. These three (3) days shall be either Monday, Tuesday and Wednesday (with Thursday and Friday off) or Tuesday, Wednesday and Thursday (with Monday and Friday off), as determined by the College. The College shall provide notice of which days faculty members are required to be on campus prior to the Spring semester. Such notice shall be provided not later than the end of the Fall semester. Faculty members' requirements to be on campus shall conclude the last day of the Spring semester, provided that all grades are turned in and administrative responsibilities concluded. Notwithstanding the provisions of this paragraph, faculty members shall be required to attend the graduation ceremonies regardless of when such ceremonies are scheduled.

1. Agreement Content. The individual, annual contract shall include:
 - a. Dates for which appointment is effective (contract period)
 - b. Salary
 - c. Academic rank
 - d. Academic cluster to which faculty member is assigned
 - e. Accumulated unused sick days
 - f. Accumulated unused personal days.

- B. Termination. The agreement period shall be from the first day of July in the year when the agreement is executed to the thirtieth day of the following June. In the event the College terminates an Association member without cause, the Association member shall be entitled, as damages for said breach of the agreement, to pay for the remainder of the contract period at the rate which the member was then being paid. In the event that the Association member leaves the employ of the College without cause during the term of his/her agreement with the College, he/she shall be liable for damages to the College for said breach of his/her agreement with the College. This agreement shall be admissible as evidence of said damages in any court of competent jurisdiction.

- C. Reappointment. Non-tenured faculty who are re-appointed by the College shall be issued a contract not later than July 15 of the year of the re-appointment, provided that the master agreement has been negotiated, reduced to writing and ratified by the parties. In the event that such a master agreement has not been concluded, individual contracts shall be issued within fifteen (15) calendar days following ratification of the master agreement. In the event that such a faculty member in the first or second year of service to the College is not reappointed, the faculty member shall receive written notice of such non-appointment by March 15 of the academic year prior to that which is the subject of the reappointment. Faculty members with more than two (2) years of service to the College shall receive written notice of such non-reappointment by January 15 of the academic year prior to that which is the subject of the reappointment. Delivery of such notices shall be by certified mail to the faculty member's home address of record.

- D. Appointments for Less Than a Term or Part-time. In the event that it becomes necessary to hire a full-time faculty member for less than a full academic year, he/she shall be paid on a prorated basis for his/her period of employment. No adjunct or part-time instructor shall be assigned a full teaching load.
- E. Each faculty member is responsible for being present at his/her designated teaching station at scheduled times.
- F. In-load shall be defined as follows:
1. Faculty who are assigned to teach at least 50 percent of their in-load time in lecture-based accounting, business, English, humanities, social science, mathematics or computer science courses shall be assigned no more than fifteen (15) contact hours per week during each of the six (6) sixteen (16) week academic semesters in the school years covered by this agreement.
 2. Faculty who are assigned to teach at least 50 percent of their in-load time in lab-based technology, office systems technology, science or educational development courses shall be assigned no more than eighteen (18) contact hours per week during each of the six (6) sixteen (16) week academic semesters in the school years covered by this contract.
 3. Faculty who are assigned to teach at least 50 percent of their in-load time in health science courses shall be assigned no more than twenty-one (21) contact hours per week during each of the six (6) sixteen (16) week academic semesters in the school years covered by this agreement. In the clinical area, faculty may be assigned an eight (8) hour work day with one-half (1/2) hour assigned for lunch. In addition, faculty shall remain immediately available during the one-half (1/2) hour lunch.

- G. Developmental Studies Specialists are defined as unit members who are responsible for aiding and supporting the instruction of students at the direction of faculty members who have the full responsibility for instructing and evaluating the class. Developmental Studies Specialists shall have all faculty rights except that the following instructional work week shall apply:
1. Developmental Studies Specialists shall be assigned a thirty-five (35) hour work week.
 2. Developmental Studies Specialists shall be assigned no more than four (4) consecutive work hours.
 3. The rank of Developmental Studies Specialist shall be a non-tenure track rank, renewable annually.
- H. The rank of lecturer shall be a non-tenure track, one (1) year nonrenewable appointment if the faculty member is assigned to teach primarily degree credit courses (courses coded "100" and above). The rank of lecturer shall be a non-tenure track, annually renewable appointment if the faculty member is assigned to teach non-degree credit courses (courses coded below "100").
- I. Instructional Chairs.
1. The College agrees to limit the number of instructional chairs to two (2) during the term of this agreement. Separate from the Glass Technology Chair, the College agrees not to establish chairs in any area covered by a full-time faculty member at the commencement of this agreement.
 2. The instructional chairs will work academic years during the term of this agreement from September 1 to June 15. They will be scheduled for thirty (30) contact hours per week. These in-load hours will include scheduled instructional periods, course and program development, program recruiting activities and office hours and shall not be limited by faculty in-load schedule restrictions (Paragraph "K" and "L" below).

3. Instructional chairs shall not be tenure track positions nor will multiple year contracts be issued to persons holding such designations.
 4. During the term of this agreement no person holding an instructional chair shall receive a salary increase exceeding the highest salary increment awarded to any individual faculty holding the rank of lecturer, assistant instructor, instructor, assistant professor, associate professor or full professor.
 5. All faculty benefits not excluded herein shall be applied to instructional chairs.
- J. Visiting Scholar/Researcher. The Visiting Scholar/Researcher, whose compensation is completely financed by an external source, shall be excluded from the bargaining unit. The terms and provisions of this collective agreement shall not be applicable to the Visiting Scholar/Researcher.
- K. Instructional Work Week. The official instructional day is 8:00 a.m. to 10:00 p.m., except nursing clinic which shall be 7:30 a.m. to 11:00 p.m. Full-time faculty may receive assignments during this period. When the faculty member's in-load includes an evening teaching assignment (defined as one after 5:00 p.m.), no teaching assignment shall be required on the next day until at least twelve (12) hours after the end of the evening teaching assignment. The College agrees that faculty work assignments off campus will be voluntary, not mandatory, except as provided in Paragraph K-1.
1. The parties agree that the College may assign faculty to off-campus courses in the event that the faculty member's in-load cannot be filled with on-campus courses. In such cases, faculty members will be compensated as follows:
 - a. Mileage to be determined according to Article X, F of this agreement.
 - b. Off-campus in-load assignments payment shall be paid in accordance with the following formula:

0 through 15 miles from SCC (one way)...\$50 per semester

16 through 30 miles from SCC (one way)...\$100 per semester

Payment shall be made in two (2) equal installments, the first in the middle of the semester and the second at the end of the semester.

- c. In addition, faculty to be assigned to such off-campus duty will not be required to report to the main campus before two (2) hours after the end of the off-campus assignment (including lunch or dinner hour). Also, faculty teaching on campus shall not be required to report to the off-campus duty before two (2) hours from the end of his/her on-campus assignment (including lunch or dinner hour).

L. Work Assignments. Every effort will be made to ensure that:

1. The regular individual work day falls within an eight (8) hour period and that the regular assignments of faculty are fulfilled with a five (5) day week;
2. There be no more than four (4) hours between the end of one class and the beginning of the next class;
3. When the faculty member's schedule includes classes both before noon and after noon, at least one hour between 11:00 a.m. and 2:00 p.m. be unassigned unless the faculty member agrees to the contrary;
4. The individual schedule not include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a week day will be free of College responsibilities.
5. No faculty member teach more than three (3) consecutive courses;

6. When the faculty member's schedule includes classes between 4:00 p.m. and 7:00 p.m., at least one hour between 4:00 p.m. and 7:00 p.m. be unassigned unless the faculty member agrees to the contrary.
7. In the event that a faculty member desires to have his/her responsibilities scheduled over a four (4) day work week, he/she shall provide notice of such fact to the Academic Dean. Such notice shall be provided in writing at the same time that faculty members are required to submit individual course offering suggestions for the Fall semester. If such notice is given in accordance with this paragraph, the Academic Dean will assign the faculty member a schedule so that, during at least one (1) semester of the following academic year, a four (4) day week is implemented. Furthermore, the Academic Dean will use his/her best efforts to assign the faculty member a four (4) day work week during both semesters of the academic year, if that is the desire of the faculty member. In the event that a faculty member elects a four (4) day week under the provisions of this paragraph, the provisions of Article IX, Paragraph L 1, (providing for a work day of eight [8] hours) shall not be applicable to said faculty member, and the faculty member may be scheduled for a work day which shall not exceed eleven (11) hours during the semester when the four (4) day week is implemented. Other provisions of the contract concerning work week or work assignment restrictions shall continue in full force and effect, but the Academic Dean shall have the sole option to determine which four (4) days the faculty member shall work under the terms of this paragraph. Any election of a four (4) day work week given under this paragraph shall be valid for only one (1) year. If a faculty member desires to receive a four (4) day work week under the terms of this paragraph, notice must be given in accordance with this paragraph on an annual basis.
8. Any individual faculty member may waive any of the restrictions set forth in Paragraph L of the contract. Said waiver shall be in writing and filed with the Academic Dean.

- M. Office Hours. When faculty members are required to be on campus (See Article IX A), faculty members shall select and keep three (3) office hours per week during each semester. During the time periods preceding and/or following each semester, three (3) office hours per week may be integrated into the general faculty schedule consistent with faculty on-campus dates. Said office hours shall be spread over at least two (2) days.
- N. Each faculty member shall receive his/her teaching schedule by June 1 for the succeeding Fall semester and by December 15 for the succeeding Spring semester.
- O. College work assignments in lieu of in-load course work.
1. A faculty member who is under contract to the College but whose teaching schedule cannot be filled to at least 80 percent of in-load (Article IX F) due to lack of enrollment in the courses which the faculty member is qualified to teach may be reassigned to responsibilities other than the responsibilities described in the collective agreement.
 2. Such reassignment may be considered when the faculty member's special expertise is deemed needed by the President, adequate financial resources exist and such other responsibilities cannot be more appropriately completed by present staff not currently covered by the Faculty Association collective agreement.
 3. Such reassignment shall be mutually agreeable to the faculty member and the President.
 4. Such reassignment shall last for a period of time not to exceed two (2) years.
 5. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignment shall not be considered as an interruption of the faculty member's full-time service to the College. The compensation, benefits and appointment period shall remain as designated in this collective agreement; however, the individual work week may be determined by the requisites of the reassigned responsibilities. Such work week shall

fall within the faculty member's annual appointment as detailed in the faculty contract; however, the individual would follow the standard administrator's work calendar for this period.

6. The maximum number of hours per week that shall be devoted to reassigned responsibilities shall be calculated by subtracting the number of assigned teaching hours from the maximum load appropriate to the faculty member's academic cluster and then by multiplying the remainder of hours by a factor of 2.5 if the faculty member's in-load teaching assignment would normally have been 15 hours per week or by a factor of 1.94 if the faculty member's in-load teaching assignment would normally have been 18 hours per week or by 1.66 if the faculty member's in-load assignment would normally have been 21 hours per week.
7. A reassigned faculty member shall be supervised by the President or the President's designee except that the instructional responsibilities shall be evaluated as described in the collective agreement.
8. A faculty member who accepts such reassigned responsibilities shall receive a memorandum of confirmation from the President of the College describing the reassigned responsibilities.
9. This contract between the Board and Faculty Association shall not be construed to deny or restrict to any faculty member such rights as he/she may have under New Jersey school laws or other applicable laws and regulations.
10. Nothing in this provision shall be construed to indicate that the College accepts a mandating obligation to find work reassignments for faculty members whose teaching areas do not contain sufficient enrollments to compose a maximum teaching load.

ARTICLE X

SALARY AND BENEFITS AND ACADEMIC WORK

- A. Initial Salary and Rank. In the employment of faculty members, the President will recommend the starting salary and the academic rank to be assigned, based on Appendix B and the best judgment of the administrative staff.
- B. Criteria for Academic Rank (See Appendix B).
- C. Salary Schedule (See Appendix A).
- D. First Right of Refusal (See Article X, Paragraph W).
- E. Payment for Overload and Interim and Summer Teaching. All compensation mentioned in Paragraph E (1 through 7) shall be calculated according to the fiscal year rate in which the assignment begins. A faculty member who teaches beyond the in-load or who teaches Summer or interim courses for the College shall be compensated in the following manner:
 - 1. If the faculty member opts to teach an overload course (a course in addition to his/her regular teaching load) or a Summer or interim course, the compensation shall be at a rate as set forth in Appendix A, Paragraph B 1.
 - 2. If the faculty member opts to teach over-assigned hours (i.e. hours in addition to in-load but which do not comprise an entire overload course), the compensation shall be at a rate as set forth in Appendix A, Paragraph B 2.
 - 3. If a faculty member accepts an independent study, practicum, cooperative education and/or internship in addition to the in-load assignment, the compensation shall be at a rate as set forth in Appendix A, Paragraph B 3.
 - 4. Faculty teaching overload, interim or Summer courses in the clinical setting shall be compensated at a rate as set forth in Appendix A, Paragraph B 4. Said overload payment may be prorated at an hourly rate if less than an eight (8) hour day is assigned.

5. Over-load courses taught primarily by means of distance learning, computer-assisted instruction or by cable television shall be compensated at the over-load rate described in Appendix A, Paragraph B 1, provided that there are at least forty-three (43) students enrolled. If there are less than forty-three (43) students enrolled, compensation shall be at the rate as set forth in Appendix A, Paragraph B 5. If enrollment exceeds fifty (50) students per course, additional compensation shall be at the rate as set forth in Appendix A, Paragraph B 5 for each student in excess of fifty (50).
 6. In the event that a faculty member is assigned a group cooperative education responsibility as part of in-load, such responsibility shall replace in-load assignment on the basis of one course credit equal to one hour of faculty load. If such responsibility is offered in addition to in-load, the faculty member shall be compensated at a rate as set forth in Appendix A, Paragraph B 6. The faculty member's responsibility shall be to assist with the establishment of a work schedule and to evaluate student performance by observation of student work and by interaction with the student and the on-site job supervisor.
 7. Developmental Studies Specialists who work beyond in-load (35 hours per week) or who work interim or Summer assignments shall be compensated at a rate as set forth in Appendix A, Paragraph B 7.
- F. Automobile Mileage. Automobile mileage will be paid at the rate of twenty cents (\$.20) per mile to members of the Association on the following basis: actual mileage to and from assignments to points not the member's full-time teaching location minus the actual mileage to and from the member's home to the point of full-time teaching.
- Mileage to locations for nursing clinical instruction shall be fixed as follows (round trip):

| | | |
|-------------------------------|---|-----------|
| College to Salem Hospital | = | 17 miles |
| College to Elmer Hospital | = | 44 miles |
| College to Underwood Hospital | = | 46 miles |
| College to Lakeland Hospital | = | 88 miles |
| College to Ancora Hospital | = | 108 miles |
| College to Salem Center | = | 24 miles |

- G. **New Course Development.** Whenever the College decides to offer a course not previously offered by the College or to extensively modify a course which has been previously offered, the concept of a new course development shall apply. In both the case of a course not previously offered and the case of an extensively modified course, a new course shall be understood to mean a course which requires the development of a new syllabus, the development or selection of new learning materials, the development of new performance objectives, the development of appropriate new evaluation instruments or the development or selection of other materials associated with teaching a course. New course development shall not apply to the revision or updating of a course already in existence at the College except as described above. The parties agree that faculty members have the obligation to upgrade and update courses taught by them on an annual basis without additional compensation. The College shall not be obliged to compensate a faculty member for extensively modifying a course unless such compensation is approved in writing and in advance by the Academic Dean.

If a faculty member is assigned to develop a new course, compensation shall be in accordance with the specifics stated hereinafter in this agreement and the following conditions shall apply:

1. The College may assign new course development to a faculty member providing that the in-load restrictions, as defined in Article IX F above are not exceeded. In this case, the new course development will count toward the in-load and will replace an equivalent number of credits in the in-load.
2. In the event that a faculty member who is teaching an in-load accepts the College's offer to pursue new course development as overload, the faculty member shall be compensated in

accordance with Appendix A, Paragraph B 1. The number of credits assigned to the proposed course shall be the same as the number of credits used to calculate the overload payment.

3. In the event that a faculty member is assigned new course development during the period of time between semesters or during the period of time following Spring semester but before the contract ending date, it is agreed that the length of time allotted to the faculty member for the course development and that payment due to the faculty member for the course development will be mutually agreeable to the faculty member and to the College and that any such agreement will be presented to the faculty member in written form.

H. It is agreed that faculty first right of refusal (Article X, Paragraph W) shall be limited to two (2) over-load courses during each of the two (2) sixteen (16) week academic semesters during the College's academic year and to nine (9) credits during each of the Summer sessions, except as noted below:

1. A faculty member may waive the two course limitation upon request of the administration. The request shall be in writing and shall be directed to the faculty member. The faculty member's acceptance of the request shall be in writing and directed to the appropriate administrator.
2. A faculty member who is provided release time as a result of his/her involvement in a grant project shall be permitted to exercise first right of refusal for a maximum of three (3) courses during each of the two (2) sixteen (16) week academic semesters during the College's academic year.
3. Faculty course selections described in H1 and H2 above shall be subject to the provisions of Article X, Paragraph W, of this agreement.

- I. It is agreed that any faculty member engaged in teaching in an instructional activity, exclusive of regular load responsibility, will be issued a memo of confirmation specifying the nature of said work, the number of hours (when applicable), the beginning and ending dates of said employment and the rate of compensation for said employment. Said memo shall be issued to the faculty member within five (5) days of the close of the drop/add period. Payment for the employment shall be made in two (2) equal installments, the first in the middle of the employment at the time of the nearest pay day and the second at the end of the employment at the time of the nearest pay day. No instructional activity that is described herein shall be canceled after the first class meeting following the drop/add period. In the event a class is canceled prior thereto in accordance with the provisions of this paragraph, the faculty member shall be compensated on a pro rata basis for the classes actually taught plus the compensation as set forth in Article X, Paragraph W-2 hereof.
- J. Non-Instructional Work. Faculty who work for the College exclusive of in-load responsibilities, overload, Summer or interim teaching shall be compensated at a rate mutually agreeable to the faculty member and the College. All such agreements shall be presented to the faculty member in writing prior to the start of the work and shall include a description of the work, rate of compensation and the payment dates.
- K. Leaves and Absences.
1. Sabbatical Leaves. Sabbatical leaves for study and research may be granted subject to available funds by the Board on recommendation by the President to faculty members who have completed seven (7) years of service at the College. Such sabbatical leaves shall be in recognition of significant service and for the purpose of further study which will contribute to the professional effectiveness of faculty and the value of their subsequent services to the College. Faculty members who are granted sabbatical leave are expected to return to their duties at the College for at least

one year. If they do not return to the service of the College, the entire compensation for the sabbatical leave period must be returned to the College.

A sabbatical leave may be granted for a period not to exceed an entire annual contractual period, during which time the faculty member shall receive one-half (1/2) of his/her regular salary. A faculty member on sabbatical leave shall not render service for compensation in another institution or enterprise, provided, however, that this does not preclude the acceptance of a fellowship or other assistance in research, but in each case, the source of additional funds and the fact that their use materially aids the planned research program of the recipient shall be fully set forth in the request for sabbatical leave. Such leave of absence is not to be considered a breach of contract or employment, and a person on leave shall be returned to the same or a similar position which he/she held and at the same salary which he/she would have attained had the leave not been taken. The period of such leave shall count as regular service for purpose of retirement, and contributions to the retirement fund shall, therefore, continue.

Application for sabbatical leaves shall be made in writing and addressed to the President by January, preceding the College year within which the leave is desired. The application must be accompanied by a statement of a well-considered plan. Upon returning to the College after sabbatical leave, a full report regarding the use of the sabbatical leave shall be presented to the President for transmission to the Board. In the event the sabbatical has not been used according to the submitted plan, the Board may require reimbursement of pay received during the sabbatical period.

2. Short-Term Leave. Faculty may be granted a leave of absence exclusive of a sabbatical leave provided that:

- a. The request is made to the President of the College in writing eight (8) weeks in advance of the forthcoming regular in-load assignment.
 - b. The request shall state the purpose and duration of the leave.
 - c. The request shall state expected compensation, if any, for the duration of the leave.
 - d. The period of such leave shall count as regular service and shall not be considered a breach of contract, and, therefore, all faculty benefits and accrual of service shall apply except for mutually agreeable compensation as indicated in Article X, Paragraph K 2 c above.
3. Exchange Teaching Leave. A paid leave of absence for one academic year may be granted to a faculty member upon approval of the Board for the purpose of participating in an exchange program in other states, territories or countries or a cultural program related to his/her academic discipline when such program includes the provision of an acceptable teacher to replace the one on exchange leave. All regular benefits and accrual of service credit shall continue in effect during the period of absence. Upon return from leave, the faculty member shall be placed at the same salary which he/she would have attained had the leave not been taken. All other provisions of the sabbatical leave of absence procedures contained in Article X, Paragraph K 1 shall apply equally and universally to an exchange teaching leave.
 4. Military Leave. Military leave without pay shall be granted to any faculty member who shall be inducted or enlists for one enlistment period in any branch of the Armed Forces of the United States. Leave shall be granted without pay to enable a faculty member to fulfill Reserve or National Guard commitments.
 5. Jury Duty. Regular full-time instructional personnel who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence unless

excused by the court. They shall be paid the difference in pay between their jury duty allowance and their normal pay for the period involved.

6. Bereavement. Leave not to exceed five (5) days will be allowed for each death in the family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, grandparents or members of the family living with the faculty member. In the event of the death of a member of the family other than those previously listed, a faculty member will be entitled to one full day to attend the funeral.
7. Legal/Personal Business. Absence with pay not to exceed three (3) days for the contract year shall be granted to faculty who find it necessary to be absent for personal reasons. Unused legal/personal business days shall be accumulated with each successive year of employment at the College up to a limit of six (6). In no event, however, shall a faculty member use more than three (3) legal/personal business days consecutively.
8. Sick Leave. Whenever any faculty member is compelled to be absent from duty due to his/her own illness or injury, he/she shall be allowed full compensation for a maximum of ten (10) work days.
 - a. Ten (10) days of sick leave shall be awarded at the beginning of each academic year.
 - b. A faculty member who leaves the College's service prior to completing an annual contract shall have the sick days prorated at a rate of one per month for each month of service completed, and in the event that a faculty member has overdrawn allowable sick leave, the overdrawn sick days shall be equated to a per diem rate (annual salary divided by 180 days).
 - c. A faculty member shall be charged a portion of a sick day in accordance with the following formula when such faculty member misses a portion of his or her in-load or office hours due to illness:

| | | |
|---|---|-----------------|
| Hours of In-Load and Office Hours Missed | | Portion of Sick |
| ----- | = | Day Charged |
| Hours of In-Load and Office Hours Scheduled | | |
| Per Week Divided by 5 | | |

- d. Unused sick leave will be accumulative with each successive year of employment at the College.
 - e. Faculty shall report absences in accordance with the appropriate administrative procedure.
 - f. If a faculty member declares a sick, personal or bereavement day on a scheduled clinical overload day or portion thereof, then the scheduled compensation for the overload would be decreased on an hourly basis unless said faculty member performs the missed clinical overload time at the end of the term.
 - g. In the event that it becomes necessary to substitute for a faculty member who is absent from an overload, interim or Summer course, the College has the option of prorating a reduction of the compensation for said course consistent with the length of the absence.
9. Upon a faculty member's request, he or she shall be granted an unpaid leave of absence subject to the following conditions:
- a. This leave shall be exclusive of and in addition to any maternity or disability leave provided by State law and exclusive of and in addition to any other leave provisions provided within this collective agreement.
 - b. The faculty member shall be granted one year of leave for each ten (10) years of employment he or she has completed at Salem Community College. Except for medical emergency, all leaves shall begin on the first day of the Fall semester and shall continue until the beginning of on-campus responsibilities the following Fall semester.

- c. No more than three (3) faculty members shall be on leave concurrently. In addition, no more than one faculty member from each of the following groups shall be granted this leave at any one time:

| <u>Group A</u> | <u>Group B</u> | <u>Group C</u> |
|---------------------------|---------------------|----------------|
| English/Humanities | Technical | Nursing |
| Math/Computers | Science | Developmental |
| Office Systems Technology | Business/Accounting | Social Science |

The above noted groups are established solely for the purpose of regulating the leave permitted under this Paragraph 9. Said group determinations shall not limit the College with respect to the organization or reorganization of the Division of Academic Affairs.

In the event that there are more than three (3) requests for concurrent leave or conflicting requests within groups, the leave shall be granted on a seniority basis according to the earliest date of hire as a faculty member.

- d. Faculty shall notify the President of the College of the leave request at least eight (8) weeks prior to the planned starting date, except in case of medical emergency. The request shall include the starting date and duration of the leave. In the event of medical emergency, written notice shall be given to the President of the College as soon as possible. The leave for reason of medical emergency shall commence as soon as the College is able to secure a replacement for the faculty member requesting the leave, except that in no event shall the leave commence more than thirty (30) days from the date the written request is delivered to the President.
- e. The leave under this paragraph shall not be considered a breach of employment and the person on such leave shall be returned to the same or a similar position which he or she held at the time the leave commenced. During the leave, the

faculty member shall not accumulate retirement, sick leave, personal leave or other benefits of employment. Upon return to a position of employment at the College, the faculty member shall receive an increase in salary equivalent only to the percentage of increase granted during that one year (year of the leave) to other faculty members.

- f. A person on the leave provided under this paragraph may continue, at his or her own expense, health and/or retirement benefits provided that such contributions are permitted under the health and/or retirement program.

L. Graduate Course Tuition and Professional Development Reimbursement. The first request in a fiscal year for reimbursement shall indicate a choice of the plan described in either Paragraph 1 or Paragraph 2 below for the remainder of the fiscal year. The Board shall provide reimbursement as follows:

1. Up to a maximum of six hundred fifty dollars (\$650.00) per year for satisfactory completion of appropriate, previously approved graduate study. A final satisfactory grade shall be presented to the Academic Dean between July 1 and the following June 30 for reimbursement to be charged to that year. The last regularly scheduled class meeting shall determine in which fiscal year the reimbursement shall be charged. Sustaining, thesis or dissertation fees shall be reimbursed for no more than two (2) years for any one degree.
2. Up to a maximum of three hundred dollars (\$300.00) per year of the cost entailed by attendance at conferences, workshops or other activities which aid professional development in the faculty member's instructional area or pedagogical skills. In the case where a faculty member chooses to arrange his/her own transportation, seventy-five percent (75%) of the transportation costs shall be charged to the aforementioned three hundred dollars (\$300) and reimbursed to the faculty member. Evidence of the faculty member's cost of traveling by public transportation if applicable shall be presented with

the reimbursement request. In the event the faculty member uses a privately-owned vehicle, evidence of expenses shall not be required, and mileage reimbursement shall be calculated at the rate of twenty cents (\$.20) per mile. Faculty shall not be charged for use of College vehicles. A year shall mean July 1 through the following June 30. The College reserves the right, pending the availability of funds, to completely absorb the costs of sending selected faculty to selected conferences, workshops, etc. to represent the College when it is administratively deemed appropriate.

3. The faculty member shall limit absences for professional development to a maximum of one week's contact time for any single course; however, a longer absence may be granted for professional development activities if the faculty member has the opportunity to present a paper, workshop or seminar to a recognized organization of peers.
- M. Tenure. The College shall comply with the laws of the State of New Jersey with respect to tenure, as set out in N.J.S.A. 18A.
 - N. Workman's Compensation. The College shall maintain Workman's Compensation insurance coverage for faculty members in accordance with the provisions of N.J.S.A. 34.
 - O. Pension. In accordance with State law, the College will make appropriate contributions to either TIAA-CREF or PERS.
 - P. Hospitalization. Upon initial employment, the Board will assume the cost of family coverage Blue Cross, Blue Shield, Rider J and Major Medical insurance for all full-time faculty.
 - Q. Prescription Plan. The College shall maintain a group prescription plan, comparable to the one in effect during the 1981-1982 year, for all full-time faculty.
 - R. Disability Benefit. The College shall provide a disability insurance benefit to each faculty member which is at least the equivalent of the disability benefit provided under the Washington National Insurance Program to

administrators as of July 1, 1988. The College shall be responsible for payment of the full cost of the premium for such benefit.

S. Faculty shall be compensated for unused sick leave in accordance with the following criteria:

1. The faculty member must meet either of the following criteria:
 - a. The faculty member must be eligible to receive benefits under the faculty member's particular retirement plan and have fifteen (15) years of service at Salem Community College at the time of separation; or
 - b. The faculty member must have twenty (20) years of service at Salem Community College at the time of separation.
2. The faculty member must have at least 100 sick days available at the time of separation in order to qualify for this benefit.
3. Faculty members shall be compensated at the rate of \$50.00 per unused sick day which is accrued after July 1, 1988.
4. Faculty members shall be compensated at the rate of \$25.00 per unused sick day which is accrued prior to July 1, 1988.
5. For the purposes of this benefit, whenever a faculty member shall use sick leave, he or she shall be deemed to have used the most recently acquired sick leave.
6. In no event shall the College be required to pay more than \$3,000.00 per employee for the benefit stated under this article.
7. Payment of the benefit provided in this paragraph shall be made within 30 days of the effective date of separation.

- T. The College shall continue the traditional practice of paying salaries over twelve (12) months upon request of faculty members. This service shall be provided at no cost to the faculty members.
- U. All faculty reimbursements shall be paid to the faculty at the regularly scheduled pay day nearest to eight (8) weeks after the faculty member has submitted the request.
- V. (Reserved)
- W. First Right of Refusal. The College shall grant first refusal rights to full-time faculty members for overload, interim and summer credit-bearing courses and for instructional activities which carry three or more college credits, except as noted below in Paragraph W-3 and W-8:
1. The Administration shall notify faculty in writing of available courses and instructional activities to which the first right of refusal applies not less than three weeks prior to the start of the courses and instructional activities to which the first right of refusal applies. However, in the case of the Fall semester, faculty shall be notified not later than the 15th of June immediately preceding the Fall semester.
 2. Faculty shall respond in writing as to which courses they desire to teach within five business days of receipt of the information concerning available courses and instructional activities. In no event may a faculty member select an overload course scheduled at a time which conflicts with his/her in-load assignment at the time of the overload selection. Faculty members shall not be permitted to request first right of refusal for more than two courses per semester, except as provided in Article X, Paragraphs H1 and H2. In the event the College determines not to offer a course which was selected by a faculty member under this Article, the College shall pay the faculty member one third of the overload compensation for each course selected and not offered.

3. Faculty shall not exercise first right of refusal in cases where overload courses are scheduled in the daytime (before 5:00 p.m.) in a consecutive sequence of three courses (with a maximum of one class period unassigned within the sequence) unless the faculty member chooses the first or third course, or unless the entire sequence is chosen as overload by qualified full-time faculty.
4. In the event there is a conflict in courses chosen, or a shortage of available courses, courses shall be chosen on a seniority basis according to the earliest date of hire as a Salem Community College faculty member. The procedure shall be for the qualified faculty members within the cluster to choose, in order of seniority, one course each until all courses have been chosen or conflicting course requests are resolved.
5. Academic clusters shall be determined by the President or his designee.
6. The procedures described in Paragraph W, Items 1 through 5 shall apply in the event that there are late additions to the list of available courses, except that notification of such additions may be made in person, instead of in writing.
7. Notwithstanding the provisions of this paragraph, a faculty member who is not qualified to teach a particular course or instructional activity shall not be appointed to such position.
8. The right of first refusal shall not apply to off-campus courses, one-credit courses, two-credit courses or courses funded by grants or contracts. The limitations of this paragraph shall not apply, however, to on-campus escrow-credit courses.
9. In the event that an overload selected by a faculty member is offered, but
 - i. such overload is assigned as an in-load to the faculty member who selected it; or

ii. such overload is assigned as an in-load to another faculty member; or

iii. such overload cannot be taught by the selecting faculty member because the College assigned the faculty member to teach another course at a time which conflicts with the selected overload

then, if another course is available, as such is defined herein, the administration shall choose one of the following options:

iv. assign an available course to the faculty member who lost the overload for any of the reasons stated in Paragraph 9i, 9ii or 9iii; or

v. pay to the faculty member the compensation provided in Article X, Paragraph W-2.

If no overload course is available, the College shall have no obligation to the faculty member who lost an overload course for any of the reasons stated in Paragraph 9i, 9ii or 9iii.

For the purposes of this paragraph, a course is available only under the following conditions:

vi. the course is actually run and the course has not been previously assigned to a full-time faculty member or previously chosen as an overload by a full-time faculty member or such course is not committed in writing to an adjunct faculty member. A written commitment shall exist only after the course is offered, in writing, to the adjunct faculty member and the adjunct faculty member accepts such offer in writing. The College agrees that such written offer shall not be made to prospective adjunct faculty members until after expiration of the time for faculty selection of overload courses.

ARTICLE XI

EVALUATION AND PROMOTION POLICY AND PROCEDURES

- A. Purpose of Evaluation. The following purposes are established for the evaluation of instructional personnel:
1. To provide each faculty member with acknowledgment of effective instructional behaviors and techniques.
 2. To provide each faculty member with specific suggestions for improving techniques.
 3. To determine the extent to which the faculty member by his/her performance in the three (3) areas of evaluation is contributing to the College's achieving its stated objectives.
 4. To determine status of future employment.
 5. To be the basis for promotion in rank.
- B. Promotion to a Higher Rank. A faculty member may apply for a promotion to the next higher rank after completing the required years in rank at Salem Community College as specified below or during the year which may complete the required years and provided that he/she meets the requirements of Appendix B.

| <u>RANK</u> | <u>YEARS</u> |
|----------------------|-----------------------------------|
| Assistant Instructor | None |
| Instructor | Three (3) years in rank at SCC |
| Assistant Professor | Five (5) years in rank at SCC |
| Associate Professor | Five (5) years in rank at SCC |

The required schedule for the promotion procedure is:

By November 10

Faculty member submits a request for promotion to the Academic Dean. The request shall consist of a brief profile of the faculty member's performance, with references to supporting information in the personnel file.

By January 10

The Dean submits his/her recommendation to the President of the College and to the faculty member.

By January 20

If in disagreement with the Dean's recommendation, the faculty member notifies the President of the College and the President of the Faculty Association, in writing, of the desire to appeal the recommendation.

Within five (5) College days the Appeals Committee is convened.

By March 1

Appeals Committee submits a report of its recommendations to the faculty member and to the President of the College.

By March 15

The President notifies the faculty member of his decision.

C. Promotion and Evaluation Appeals Procedure.

1. By October 1 of each year a three (3) member Appeals Committee shall be formed consisting of one member chosen by the Faculty Association, one member chosen by the Academic Dean and one member mutually chosen, all members to be selected from the Academic

Division. This Committee shall conduct all promotion and evaluation appeals during that academic year. Should an appeal be submitted by a member of the Committee, that member shall resign and a new member shall be selected by the appropriate constituency.

2. The faculty member making the appeal shall notify in writing the Academic Dean and the Faculty Association President and shall designate which portion(s) of the evaluation or promotion request denial is being appealed.
3. The Appeals Committee shall convene within ten (10) days of notification and shall:
 - a. Examine the appropriate portions of the evaluation or promotion denial.
 - b. Examine evidence submitted to it by the evaluator and evaluatee.
 - c. Conduct interviews with the appropriate parties.
4. Within twenty (20) days of the request for the appeal of an evaluation, the Committee shall submit to the Academic Dean, faculty member and the President of the Faculty Association its written report which shall include:
 - a. A summary of its activities.
 - b. Reasons for its conclusions.
 - c. Statement of whether it upholds or denies the appeal.
 - d. A minority of the Appeals Committee may attach its own report if such is desired.
5. If a faculty member desires to appeal the Academic Dean's recommended denial of a promotion request, the provisions of Article XI, Paragraphs B and C herein shall apply except that one copy of the Committee's report shall be forwarded to the President of the

College, by March 1, and the President of the College shall notify the faculty member of his/her decision by March 15.

6. At the request of the faculty member, the Appeals Committee's report shall be included as part of the faculty member's personnel folder and shall be considered a comprehensive review of the faculty member's performance.

SECTION III

PROVISIONS APPLICABLE TO PROFESSIONAL STAFF ONLY

ARTICLE XII

INDIVIDUAL CONTRACTS OF EMPLOYMENT

- A. Contracts for Professional Staff members are awarded on a twelve-month basis from July 1 through June 30, except that contracts for grant-funded positions will coincide with the grant period. Professional staff who begin employment after the start of the normal contract year (July 1 to June 30) shall receive a prorated contract and personal, sick and vacation leave benefits on a prorated basis for the remainder of the contract year.
- B. Annual contracts or letters of intent for reemployment or non-reemployment shall be issued on March 15 of each year. Failure to issue said contract or letter shall be considered as the intent to reemploy. In the event of non-reemployment, the effective date of termination under such circumstances shall be at least thirty (30) days after the date notice is given to the employee. Notice of non-reemployment shall be given by certified mail to the employee's home address of record.
- C. Grant-Funded Positions. Positions established on the basis of grant funding will be contracted solely upon receipt of applicable grant funds and the employee's individual contract shall so indicate.

1. If the College desires to continue the employment of an employee in a position where grant funds are anticipated but not yet received, the College shall have the option, with the consent of the employee, to continue said employment on a temporary basis until grant-funding notification is received. Continuation of employment under such conditions shall not be construed as making the grant-funding position a permanent college-funded position. Upon notification to the College by the funding agency that funding will not be forthcoming, the College shall either provide the employee with thirty (30) days notice of termination or issue a contract for the remainder of the contract year. The contract, if issued, shall be consistent with the remainder of this agreement. Notice of termination shall be given by certified mail to the employee's home address of record. If funding is granted, a contract consistent with the grant shall be issued.
 2. If funds, once issued, are withdrawn, discontinued or otherwise unavailable to the College, the College shall have the option of continuing the employment of the grant-funded employee or terminating said employment. In the event the College terminates such employment, the College shall provide thirty (30) days advance notice to the employee. Notice of termination shall be given by certified mail to the employee's home address of record. If the College continues such employment, the College shall issue a contract for the remainder of the contract year. The contract, if issued, shall be consistent with the remainder of this agreement.
- D. Resignation. Any employee who resigns his or her position of employment shall provide thirty (30) days advance notice of such resignation.
- E. Probationary Period. Any person employed as Professional Staff shall first be employed on a ninety (90) day probationary basis. At any time during the first ninety (90) days of employment, the employment of such a probationary employee may be terminated in the sole discretion of the Board of Trustees upon two (2) weeks

notice. After ninety (90) days of employment, employment may be terminated only in accordance with the relevant provisions of this agreement.

ARTICLE XIII

SALARY AND BENEFITS

- A. Starting Salary. The Board of Trustees shall establish the initial salary for each member of the professional staff upon recommendation of the President. Said salaries shall be established within the following ranges, except for the Developmental Studies Specialist:

| | |
|---|---------------------------------|
| Coordinator - | \$20,000.00 to \$35,000.00/year |
| Specialist - | \$18,000.00 to \$28,000.00/year |
| Counselor/Recruiter - | \$19,000.00 to \$35,000.00/year |
| Facilitator (10, 11 or 12 month position) - | \$14,000.00 to \$27,000.00/year |
| Counselor (10, 11 or 12 month position) - | \$16,500.00 to \$27,000.00/year |

- B. Payments. Each professional staff member employed on a twelve-month basis shall be paid in twenty-four (24) semimonthly payments. Checks shall be issued on the 15th and 30th day of each month. If a regular payday falls on a Saturday, Sunday or holiday, paychecks shall be issued on the preceding work day. Employees or their designees must sign indicating receipt of salary checks. Checks may be mailed to the employee's residence upon approval of the appropriate Dean.
- C. Hospitalization. Upon initial employment, the Board will assume the cost of family coverage for Blue Cross, Blue Shield, Rider J and Major Medical for all Professional Staff.
- D. Prescription Plan. The College shall maintain a group prescription plan, comparable to the one in effect during the 1981-82 academic year, for all full-time Professional Staff.

- E. Disability Insurance Program. The College shall maintain a disability insurance benefit which is at least the equivalent of the disability benefit provided under the Washington National Insurance Program in effect as of July 1, 1988. The College shall be responsible for payment of the full cost of the premium.
- F. Tuition Waiver. Each Professional Staff member shall be eligible to take up to eighteen (18) credits per academic year, tuition free, at Salem Community College. This tuition waiver benefit, however, shall not apply to any independent study. This benefit shall also be available to the employee's spouse and dependent children so that such spouse and each dependent child may enroll, tuition free, for a maximum of forty-five (45) credits at Salem Community College during any given fiscal year. In order to qualify for this benefit, the employee or family member requesting the benefit must:
1. Complete a tuition waiver form.
 2. Complete an institutional financial aid application.
 3. If eligible, apply for financial aid other than the tuition waiver.

Tuition waivers shall not be granted to those eligible for other forms of financial aid nor to those who do not file financial aid applications. For purposes of this paragraph, a "family member" is defined as one who is claimed as a tax-dependent exemption on the income tax return filed by the employee during the year previous to the year in which the application for tuition waiver is made.

Under no circumstances shall a member of the Professional Staff register for any course which is scheduled during the employee's normal working hours unless the employee receives the advance written approval of his/her supervisor.

- G. Child-Rearing Leave. In addition to any other benefits available under this agreement, unpaid child-rearing leave shall be granted, subject to the following conditions:

1. Application for such leave must be made in writing not later than sixty (60) days prior to the proposed commencement of the leave.
2. The child-rearing leave must commence within thirty (30) days of the date a child is born or adopted by the employee requesting the leave.
3. The leave shall be for a maximum of sixty (60) days.
4. Seniority will continue to accumulate during the entire period of leave and all benefits shall also continue, except as noted below. The benefits which do continue, however, shall not include sick, vacation or personal days which have not been accrued as of the date the child-rearing leave commences.

H. Holidays. The following paid holidays shall be granted to professional staff each year:

New Year's Day, Martin Luther King Birthday, President's Day, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Thanksgiving Friday, Christmas Eve Day, Christmas Day, New Year's Eve Day.

In the event that any of the above holidays fall on weekends, then the holiday shall be observed on the preceding work day for holidays that fall on a Saturday and on the succeeding work day for holidays that fall on Sunday.

Although Easter Monday is designated as a holiday, the College reserves the right to require professional staff members to work on Easter Monday. If the College elects to require professional staff members to work on Easter Monday, the following conditions shall apply:

1. The College shall grant each employee required to work an additional vacation day, said day to be taken at the employee's discretion.
2. Notice of the requirement to work shall be given to employees no later than the 1st of January of the applicable year.

I. Vacation Leave. Professional staff members who are employed on a twelve (12) month contract shall receive vacation as follows:

1. Initial employment to 2 years - 1.0833 days per month (13 days per year)

After 2 years to 5 years of employment - 1.25 days per month (15 days per year)

After 6 years to 10 years of employment - 1.666 days per month (20 days per year)

After 10 years to 15 years of employment - 1.83 days per month (22 days per year)

More than 15 years of employment - 2 days per month (24 days per year).
2. Vacation days shall begin to accrue upon the first day of employment, but no vacation may be used prior to the ninety-first (91st) day of employment.
3. Upon separation of employment, professional staff members will be paid for remaining accrued vacation day benefits on a per diem rate calculated by dividing 240 into the last annual contract salary.
4. An employee may accumulate and carry into the next fiscal year not more than twenty (20) days of unused vacation. Any employee who, as of January 1, 1989, has accrued in excess of twenty (20) days shall be entitled to carry not more than that number of vacation days into the next fiscal year.
5. No employee shall request vacation during arena registration in September and January or during the week immediately following the two (2) arena registration periods.
6. No employee shall request in excess of three (3) consecutive weeks of vacation.

7. The College shall grant all employee vacation requests, except that the College is not obligated to grant requests for two (2) or more employees simultaneously if such simultaneous employee leaves would negatively impact the division. Employees shall choose vacation as follows beginning March 1989:
 - a. During the last two (2) weeks of March, each employee shall choose up to 50 percent of his/her vacation time for the period July 1 through June 30 of the following year. Said choice shall be on the basis of most years of employment at Salem Community College.
 - b. After Step a above is complete, employees shall choose up to the remaining 50 percent of their vacation entitlement on a reverse seniority basis, with the least senior employee choosing first.
 - c. Vacation time not selected in Step a or b above may be selected during the course of the year, subject to the provisions of Article XIII, Paragraph I.
8. The College maintains the option to offer to purchase an employee's vacation leave at his/her per diem rate (annual salary divided by 240). The employee may accept or reject this offer.

J. Personal Leave.

1. Each employee shall accrue 1.25 personal days per quarter during the first three (3) years of employment. Thereafter, each employee shall be granted five (5) personal days at the beginning of each fiscal year.
2. Except in case of emergency, the employee shall provide five (5) days' notice before use of personal days.

K. Sick Leave.

1. Each employee shall accrue 1.25 sick leave days per month during the first three (3) years of employment. Thereafter, each employee shall be granted fifteen (15) sick days annually at the beginning of each fiscal year. Notification of use of sick leave shall follow divisional administrative procedures. Unused sick leave shall accumulate with each successive year of employment at the College.

L. Jury Duty. Regular full-time professional staff members who are summoned and report for jury duty or are subpoenaed and report as witnesses in any judicial hearing shall receive a leave of absence with pay. If excused by the court, employees are expected to report to work.

M. Travel. Use of personal vehicles for College business shall be approved by the appropriate Dean and will be reimbursed at the rate of \$.20 per mile. The total reimbursable mileage is calculated by deducting the regular round trip mileage of home to college from the round trip mileage of home to other than college work location.

N. College Functions. Professional staff members are expected to attend certain activities related to the College in general or the employee's specific duties regardless of individual schedules. All professional staff members are encouraged to attend commencement exercises; where appropriate, cap and gown shall be supplied at no cost to the employee.

O. Committees. Professional staff members are expected to serve on appropriate College committees.

P. Outside Employment - Off Campus. During the contract year, no full-time professional staff members will hold other employment which interferes with their College contractual responsibilities.

- Q. Supplemental Contracts. Employees who work for the College in addition to regular responsibilities shall be compensated at a rate mutually agreeable to the employee and the College. All such agreements shall be presented to the employees in writing prior to the start of work. Such agreements shall include a description of the work, rate of compensation and payment dates.
- R. Conduct and Discipline. It is expected that each employee conduct him/herself in a professional manner and in the best interests of the College. In addition to fulfilling the responsibilities of contract and job description, standards of professional behavior and confidentiality are required.
- S. Professional Development. All employees are encouraged to develop themselves professionally.
- T. Graduate Study. The College shall provide for each full-time professional staff member tuition reimbursement up to a maximum of \$800.00 per fiscal year for satisfactory completion of appropriate, previously approved graduate study.
- U. Service Stipend. An eligible professional staff member shall be entitled to a salary adjustment in the amount of the difference between the member's base salary and the mean base salary of all full-time professional staff members in the bargaining unit. In order to qualify for the salary adjustment described in this paragraph, the following conditions must be satisfied:
1. The professional staff member shall have completed 15 or more years of full-time employment at Salem Community College.
 2. The professional staff member shall have received a Master's Degree.
 3. The annual base salary of the professional staff member must be less than the mean base salary of all full-time professional staff members in the bargaining unit.

The following limitations shall apply to the payment of the benefit described in this paragraph:

1. A professional staff member may receive this benefit only one time during employment at Salem Community College.
2. Once the benefit to be paid pursuant to this paragraph is determined, the employee shall be notified as to the amount of the benefit and the stipend shall not be recalculated in subsequent years for the professional staff member entitled to the adjustment.
3. The benefit described herein shall be paid to a professional staff member as a part of regular pay and shall be in addition to any other compensation described in this agreement which is due.
4. The liability of the College to pay a benefit under the provisions of this paragraph shall not exceed \$1,000.00 per fiscal year. In the event that more than one professional staff member shall qualify for the benefit provided herein and in the further event that the full benefits cannot be paid to all qualifying professional staff members as a result of the cap provisions of this subparagraph, then, the benefits shall be paid to the qualifying professional staff members in proportion to the amounts due had no cap provision existed. If, as a result of the cap provisions of this subparagraph, a professional staff member does not receive the full benefit in a particular year, payments shall be made in subsequent years until the full benefit has been added to the base salary of the qualifying professional staff member.

V. Professional Advancement. In the event that a full-time professional staff member pursues graduate study while in the employ of Salem Community College, the base pay of said professional staff member shall be increased as provided in this paragraph if the following conditions are met:

1. Graduate credits and/or degree programs must be approved in advance by the appropriate Dean.

2. Evidence of satisfactory completion (a grade of "C" or the equivalent) of the credits or degree must be presented to the Dean by June 30 so that the salary adjustment is implemented beginning July 1.
3. This salary increment shall be due to any professional staff member who achieved the appropriate credits or degrees July 1, 1993 or thereafter.
4. This salary increment shall be in addition to any other compensation described in the collective agreement which is due the professional staff member.
5. The stipends to be paid pursuant to this paragraph shall be:

Bachelor's plus 15 hours - \$500.00

Master's - \$500.00

Master's plus 15 hours - \$500.00

Master's plus 30 hours - \$500.00

Doctorate - \$1,000.00.

- W. Additional Vacation. Commencing in the 1995-96 fiscal year, each full-time professional staff member shall be granted two additional days of vacation. Said additional vacation days shall be granted on Fridays during the months of June, July and the first two weeks of August. The exact days of vacation leave granted pursuant to this paragraph shall be scheduled by the appropriate Dean. Each professional staff member shall be advised as to the vacation days scheduled pursuant to this paragraph not less than two weeks in advance of said vacation days. The benefits provided pursuant to this paragraph shall cease at the conclusion of this contract (June 30, 1997) unless specifically re-negotiated into a successor agreement.

- X. Winter Holiday. In the event that Salem Community College closes for the period Christmas through New Year's Day, professional staff members shall not be required to work such days as the College is closed nor shall professional staff members be required to make-up any time not worked during that time period.

ARTICLE XIV

WORK SCHEDULE AND OVERTIME

- A. Regular Work Schedule. Except for the Admissions Information/Veterans Coordinator, Counselor/Recruiter, Facilitator and Counselor positions, the regular work schedule shall be thirty-five (35) hours per week in accordance with the following provisions:
1. By the beginning of each semester and Summer session, the employee shall be provided a copy of his/her work schedule for the ensuing semester.
 2. The normal work day shall be eight (8) hours with one hour reserved for lunch or dinner near the middle of the work period.
 3. The normal work week shall consist of no more than two (2) evening assignments (any part of work day between 5:00 p.m. and 10:00 p.m.).
 4. Employees shall not be assigned weekend work in excess of four (4) weekend days per year (July 1 - June 30).
 5. In addition to the regular work schedule defined in Paragraph A, above, the employee may be assigned an additional twenty (20) hours combined total during the months of August and September and an additional twenty (20) hours combined total during the months of January and February. The employee shall not receive overtime pay for either of these two (2) twenty (20) hour periods.
 6. During the remaining eight (8) months, an employee may be assigned up to five (5) hours per month in addition to the regular work schedule without being paid overtime compensation.

7. No employee shall be required to work in excess of forty-five (45) hours per week.

B. Overtime.

1. An employee who is assigned to work in excess of the regular schedule as defined in Paragraph A, above, shall be compensated for each overtime hour at the rate of time and one quarter (1 1/4) of his/her hourly rate. Hourly rate shall be determined as follows:

Annual salary divided by 240 equals daily rate divided by 7 equals hourly rate. (See Appendix A, Paragraph B-8)

2. All changes in employees' regular schedules and all notifications of hours assigned in accordance with A-5 and A-6 or overtime hours shall be provided to the employee five (5) business days in advance except when an employee is required to substitute for another employee who is taking sick leave or emergency personal leave. Said notifications shall be in written form to the employee and shall specify the appropriate hours and dates. In any event, an employee may waive the five (5) days notice requirement at the request of his/her supervisor.
3. Overtime compensation shall be paid to the employee within two (2) pay periods of the end of the calendar month when the overtime was worked.
4. In circumstances where the employee has notified the supervisor of a standing educational or medical obligation consistent with his/her original work schedule, the College shall make every effort to avoid changes in scheduling or assignment of overtime which would interfere with the standing obligation.

- C. The Admissions Information/Veterans Coordinator shall work such schedule as is necessary to fulfill his/her job requirements. Said work schedule shall not exceed the work schedule existing in 1987-88.

- D. The Counselor/Recruiter shall work such schedule, including evenings and weekends, as is necessary to fulfill his/her job requirements.
- E. The work schedules for Facilitators and Counselors shall be thirty-five (35) hours per week. A Facilitator or Counselor shall not be required to work more than five (5) days each week. A Facilitator or Counselor shall not be required to work more than two (2) nights per week. During each work assignment, the Facilitator or Counselor shall be provided with one (1) hour, near the middle of the workday, for lunch or dinner. The administration reserves the right to change the weekly work schedules for Facilitators and Counselors. In the event that the administration desires to make such a change, written notice of the change shall be provided to the affected employee not less than two (2) weeks before implementing the change in schedule. A Facilitator or Counselor may be required to work either Saturday or Sunday of each week, but in no event shall the employee be required to work both Saturday and Sunday during the same week.
- F. During the months of June and July and the first two (2) weeks of August, the College shall have the right to implement a four (4) day work week. If the College exercises this right, the workday for all Professional Staff employed under this agreement shall be nine and three-quarter (9 3/4) hours, with one (1) hour reserved for lunch or dinner near the middle of the work period. If the College desires to establish a four (4) day work week pursuant to this paragraph, notice of such shall be provided to all affected employees at least two (2) weeks prior to the commencement of the four (4) day work week. During such time as the four (4) day work week is implemented, the provisions of Article XIV, Paragraph A 2 shall be suspended and an employee shall not be entitled to overtime compensation until he or she shall have worked more than nine and three-quarter (9 3/4) hours during a day. Furthermore, the provisions of Article XIV, Paragraph A 3 shall not apply during the four (4) day work week unless the employee is required to work after 6:00 p.m. The remaining provisions of Article XIV, Paragraph A shall remain in full force and effect. If an employee

utilizes personal leave, vacation leave or sick leave while the four day work week is in effect, each day that the employee is on leave shall be considered as 1.25 days of leave.

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1997. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This contract shall constitute the entire agreement. All other provisions in this agreement shall remain in effect through June 30, 1997, or until such time as a successor agreement is established.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 12th day of Oct, 1994.

SALEM COMMUNITY COLLEGE
BOARD OF TRUSTEES:

By: George P. Robinson
GEORGE P. ROBINSON
Chairman of the Board

By: Mary E. Scott
MARY E. SCOTT
Secretary of the Board

SALEM COMMUNITY COLLEGE
FACULTY ASSOCIATION:

By: William Borda
WILLIAM BORDA
President

By: Barbara E. Nixon
BARBARA NIXON
Secretary

APPENDIX A

- A. Base Salary. All unit members shall receive base salary increases as follows:
1. For 1994-95: 2 percent of 1993-94 base salary, effective July 1, 1994, and an additional 2 percent of the December 1994 base salary. The additional 2 percent shall be paid as follows:
 - a. Student Services Professional Staff: January 15th gross pay will increase 2 percent over December 30th gross pay.
 - b. Faculty on a 10-month schedule: January 15th gross pay will increase 1.667 percent.
 - c. Faculty on a 12-month schedule: January 15th gross pay will increase 1.5 percent.
 2. The salary increases for the 1995-96 fiscal year and the 1996-97 fiscal year shall be negotiated by the parties. Negotiations with regard to said salary increases shall commence not later than February 1, 1995.
- B. Overload. Faculty other than Developmental Studies Specialist shall be compensated at the following rates for overload responsibilities:
1. Full overload courses
 - a. 1994-95, at the rate of \$475 per credit
 2. Over Assigned Hours
 - a. 1994-95, at the rate of \$30.50 per hour, per credit
 3. Independent Study, Co-op Internship or Practicum
 - a. 1994-95, at the rate of \$44.40 per credit, per student

4. Clinical

a. 1994-95, at the rate of \$125 per day (8 hrs.)

5. Distance Learning, Computer-Assisted Instruction and Cable Television

a. 1994-95, at the rate of \$27.80 per student

6. Group Cooperative Responsibility

a. 1994-95, at the rate of \$475 per credit

or

a. 1994-95, at the rate of \$44.40 per student

7. Developmental Studies Specialist

Developmental Studies Specialist who work beyond in-load (35 hours per week) shall be compensated as follows:

a. 1994-95, at the rate of \$13.30 per hour

8. Professional staff members who work beyond the regular schedule (Article XIV) shall be compensated for overtime at the rate of time and one-quarter (1 1/4) of his/her hourly rate. Hourly rate is determined as follows:

Annual salary divided by 240 equals daily rate divided by 7 equals hourly rate.

C. The increases in compensation for overloads for the 1995-96 fiscal year and 1996-97 fiscal year shall be negotiated at the time that the salaries for those years are negotiated.

D. Any faculty member receiving a promotion in rank shall receive an increase in base salary in the amount of \$500.00. Said increase shall be credited after the calculation of any other salary provision for the applicable year.

E. Salary Adjustment. An eligible faculty member shall be entitled to a salary adjustment in the amount of the difference between the faculty member's base salary and the mean base salary of all full-time faculty members who hold the rank of professor, associate professor, assistant professor and instructor. In order to qualify for the salary adjustment described in this paragraph, the following conditions must be satisfied:

1. The faculty member shall have completed 15 or more years of employment as a full-time faculty member at Salem Community College.
2. The faculty member shall have received two promotions in rank at Salem Community College.
3. The annual base salary of the faculty member must be less than the mean base salary of all full-time faculty members who hold the rank of professor, associate professor, assistant professor and instructor.

The following limitations shall apply to the payment of the benefit described in this paragraph:

1. A faculty member may receive this benefit only one time during employment at Salem Community College.
2. Once the benefit to be paid pursuant to this paragraph is determined, the employee shall be notified as to the benefit and the stipend shall not be recalculated in subsequent years.
3. The benefit described herein shall be paid to a faculty member as a part of regular pay and shall be in addition to any other compensation described in this agreement which is due the faculty member.
4. The liability of the College to pay a benefit under the provisions of this paragraph shall not exceed \$1,000.00 per fiscal year. In the event that more than one faculty member shall qualify for the benefit provided herein and in the further event that the full benefits cannot be paid to all qualifying faculty members as a result of the cap provisions of this subparagraph, then, the benefits shall be paid

to the qualifying faculty members in proportion to the amounts due had no cap provision existed. If, as a result of the cap provisions of this subparagraph, a faculty member does not receive the full benefit in a particular year, payments shall be made in subsequent years until the full benefit has been added to the base salary of the qualifying faculty member.

APPENDIX B

MINIMUM QUALIFICATIONS FOR PLACEMENT IN RANK

| <u>ACADEMIC</u> | <u>LENGTH OF RELEVANT COLLEGE EXPERIENCE (ACCUMULATIVE)</u> | <u>EDUCATIONAL EXPERIENCE</u> |
|-------------------------------------|---|--|
| Developmental Studies Specialist | | Associate's Degree |
| Lecturer | | Bachelor's Degree |
| Assistant Instructor | | Bachelor's Degree |
| Instructor | Two years | Master's Degree |
| Assistant Professor | Four years | Master's Degree and 15 graduate credit hours |
| Associate Professor | Six years | Master's Degree and 30 graduate credit hours |
| Professor | Eight years | Master's Degree and 45 graduate credit hours |

SALARY RANGES FOR INITIAL FACULTY APPOINTMENTS

| <u>POSITION</u> | <u>RANGE</u> |
|----------------------------------|---------------------|
| Professor | \$23,000 - \$38,000 |
| Associate Professor | \$21,000 - \$36,000 |
| Assistant Professor | \$19,000 - \$34,000 |
| Instructor | \$17,000 - \$32,000 |
| Assistant Instructor & Lecturer | \$15,000 - \$30,000 |
| Developmental Studies Specialist | \$12,000 - \$15,000 |

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