

2-0130

~~STORAGE~~

03-00

Burlington

COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE
FACULTY ASSOCIATION

and

THE BURLINGTON COUNTY COLLEGE
BOARD OF TRUSTEES

X 1982 - 1984

INDEX

<u>ITEM</u>	<u>PAGE NO.</u>
Academic Freedom	58
Appointment	4
Association Business	10
Attendance at College Meetings & Activities	54
Bereavement Leave	59
Contract Content	8
Contract Period	8
Contract Year	4
Counselor Workload	86
Deferral of Points	43
Duration of Agreement	91
Evaluation Procedures	27
Extension of Leave	72
Grievance Procedure	78
Health Benefits	62
Instructional	55
Instructors Course & Classroom Rights & Responsibilities	21
Joint Appointments	28
Leave of Absence Without Pay	68
Leaves	68
Load Formula	42
Load Rates	46
Maternity Leave	74
Negotiation Procedures	2
Non-Discrimination	8
Non-Reappointment	7

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I	Recognition of Employee Representative	1
II	Negotiation Procedures	2
III	Appointment of Unit Members	4
IV	Retention of Unit Member	6
V	Non-Reappointment	7
VI	Contract Period	8
VII	Contract Content	8
VIII	Resignations	8
IX	Non-Discrimination	8
X	Reduction in Staff	9
XI	Association Rights and Responsibilities	10
XII	Instructors' Rights and Responsibilities	21
XIII	Management Rights and Responsibilities	24
XIV	Staff Support	25
XV	Evaluation Procedures	27
XVI	Promotion Procedures	32
XVII	Tuition Reimbursement	36
XVIII	Instructional Load Formula	42
XIX	Assignment of Overload Courses	50
XX	Supplemental Term Assignments	52
XXI	Attendance at College Meetings and Activities	54
XXII	Instructional Workweek	55
XXIII	Office Hours	57
XXIV	Academic Freedom	58
XXV	Salaries	59

1 THIS AGREEMENT is entered into by and between the Board of Trustees
2 of Burlington County College, hereinafter referred to as the "Board",
3 or as the "College" and the Burlington County College Faculty Associa-
4 tion, hereinafter referred to as the "Association."

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE I

RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board hereby recognizes the Burlington County College Faculty Association as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303 and as amended by Public Laws of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:
 - 1. Full-time teaching faculty holding the rank of instructor, Assistant Professor, Associate Professor or Professor.
 - 2. Full-time Student Development and Learning Resources personnel holding faculty rank.
- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel, student development personnel and learning resources personnel as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The term "unit members" shall mean all personnel covered by the terms of this agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

F. Upon mutual consent of the parties, a matter of significant impact 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. Minor contract modifications may be made by mutual agreement of the respective chief negotiators. Such changes shall be made, initialled, and become part of the Collective Agreement.

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 teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

to personnel employed on a year-round basis and salaries payable under such contracts shall be in accordance with provisions found in ARTICLES XVIII and XXV of this Agreement.

D. Miscellaneous Provisions

1. In the event it becomes necessary to hire a full-time faculty member for less than a 10-month period, s/he shall be paid on a prorated basis for that period of time which s/he is employed. S/he shall be accorded all privileges of a full-time faculty member.
2. No adjunct faculty member shall be assigned a full teaching load.
3. Exceptions may be made during supplemental terms to paragraph two (2) above providing that the provisions of Article XX are adhered to.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE V
NON-REAPPOINTMENT

A. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, in accordance with the following schedules:

5 - Year Tenure

2nd Year Contract	-	March 15 of 1st year
3rd Year Contract	-	February 15 of 2nd year
4th Year Contract	-	February 15 of 3rd year
5th Year Contract	-	February 15 of 4th year
6th Year Contract	-	February 15 of 5th year

B. All such notices are to be given no later than the dates shown, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.

C. Delivery of such notice shall be made personally to the faculty member affected if she/he is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE X
REDUCTION IN STAFF

Whenever it is necessary to decrease the number of tenured unit members due to financial exigencies, or due to the diminution of the number of students within the College, the Board of Trustees, upon recommendation of the President, will act in accordance with the prevailing statute(s) (18A: 60-3). (See Article XXXIII for additional information.)

1 use (which shall not require prior approval), at such times and
2 places that will not interfere with, delay or defer any activities
3 or functions of the College.

4 C. Association Liability

5 1. The Association will be responsible for payment of all damages
6 to or loss of equipment and facilities due to the fault of the
7 Association. The Association shall supply at its own cost or
8 reimburse the College for stationery and other consumable items
9 required for its use in carrying on the administrative, financial
10 or operational functions of the Association.

11 D. Use of College Mail and Telephone Systems

12 1. The Association will be permitted the use of the College communica-
13 tions system including internal mail and telephone systems. In
14 all uses of the mail system for Association purposes, the contents
15 must be identified as originating with the Association and bear
16 the name or signature of an authorized Association representative.

17 2. Use of the telephone shall be limited to internal use and such
18 outside calls as are in the regular calling area of the College
19 system. Long distance and toll calls shall be paid for by the
20 Association.

21 E. Use of Bulletin Boards

22 1. The Association may post notices on mutually agreeable bulletin
23 boards. All material posted must relate to official business
24 of the Association.

25 F. Payroll Deductions for Association Dues

26 1. Introduction

27 Deductions from the payroll of any employee represented by the

28 *****

1 Affairs or her/his designee will only accept authorization
2 forms from the Association Treasurer or her/his designee,
3 not from any other individual unit member. Any form which
4 is incomplete or incorrect will be returned to the Associa-
5 tion Treasurer or her/his designee.

6 e. All authorization forms must be received by the Director of
7 Personnel Affairs or her/his designee at least thirty (30)
8 days prior to the date of the first deduction. Deductions
9 shall be made only after properly executed forms have been
10 received by the Director of Personnel Affairs or her/his
11 designee.

12 4. Authorization to Terminate Association Dues Deductions.

13 a. A unit member's consent to the College to deduct Association
14 dues will not require annual renewal.

15 b. It is the responsibility of any unit member desiring to
16 terminate Association dues deductions to so notify the
17 Association Treasurer or her/his designee in written corres-
18 pondence bearing the unit member's signature.

19 c. Written notifications to terminate Association dues deductions
20 will be submitted by the Association Treasurer or her/his
21 designee to the Director of Personnel Affairs or her/his
22 designee. The Director of Personnel Affairs or her/his
23 designee will only accept authorization forms from the desig-
24 nated Association Treasurer or her/his designee and not from
25 any other individual unit member.

26 d. Once authorization to make Association dues deductions has
27 been received by the Director of Personnel Affairs or her/his

28 *****

1 deductions have been met. Failure to have sufficient net
2 pay available for the College to perform the full Associa-
3 tion dues deductions will relieve the Board of its respon-
4 sibility to collect that amount from the unit member for
5 that pay period.

6 c. Remittance of deductions shall be made to the Association
7 Treasurer by the College Accounting Department no later than
8 the 15th of the month following that in which the deductions
9 were made.

10 d. Upon the termination of employment of any employee, the
11 College will not collect any monies for unpaid dues for
12 months subsequent to the employee's terminating date.

13 e. The Director of Personnel Affairs or his/her designee
14 shall notify the Association of the termination of any Unit
15 Member within one (1) workday of the time such notification
16 is received by him/her.

17 G. Payroll Deductions for Representation Fee

18 1. Introduction

19 a. If an employee does not become a member of the Association
20 during any membership year (i.e., from September 1 to the
21 following August 31) which is covered in whole or in part
22 by this Agreement, said employee will be required to pay
23 a Representation Fee to the Association for that membership
24 year. The purpose of this fee will be to offset the employee's
25 per capita cost of services rendered by the Association as

26 *****

1 3. Collection of this representation fee does not require any
2 Unit member to become an Association member.

3 4. Payroll Deductions

4 a. Effective Date of Commencement of Deductions

5 (1) For employees who are on the payroll as of August 31
6 of each year:

7 The second paycheck of the ten(10) month paydate
8 schedule

9 (2) For employees re-entering the unit who previously
10 served in a position included in the unit who continued
11 in the employ of the College in a non-unit position
12 and for employees who are recalled from layoff:

13 The first paycheck of the month following the
14 successful completion of the first forty (40)
15 working days of employment in a unit position follow-
16 ing employee's reentry into the unit.

17 b. Deduction Schedule

18 Each year, one twentieth (0.05) of the total annual deduc-
19 tions shall be deducted from the employee's paychecks
20 commencing with the second paycheck of the ten (10) month
21 paydate schedule and concluding with the final paycheck of
22 the ten (10) month paydate schedule. No deductions will
23 be made in July or August.

24 c. A deduction will be made only if there is available an
25 amount sufficient to cover, in full, the authorization after
26 the priority of all remaining statutory and other payroll
27 deductions have been met. Failure to have sufficient net

28 *****

1 by reason of any action taken or not taken by the College in
2 conformance with this provision of the Agreement.

3 H. Optional Payroll Deductions Made Available to Employees At the
4 Request of the Association.

5 1. Introduction

6 Deductions from the payroll of any employee will be made upon
7 the request of any employee for payments to the organizations
8 enumerated in Paragraph 2 in accordance with any appropriate
9 laws and regulations and the prevailing business practices
10 of the College.

11 2. Organizations Eligible for Deductions

- 12 a. Atlantic-Burlington County Public Employee
13 Federal Credit Union.
- 14 b. Washington National Insurance Company.
- 15 c. Others which may be mutually agreed upon and which
16 are permitted by any appropriate laws and regulations.

17 3. Authorization to Commence Deductions.

- 18 a. All authorizations for deductions shall be made only
19 in accordance with a properly completed and signed form
20 mutually agreeable to the parties.
- 21 b. All authorization forms must be received by the Director
22 of Personnel Affairs or her/his designee at least thirty
23 (30) days prior to the date of the first deduction.
24 Deductions shall be made only after properly executed
25 forms have been received by the Director of Personnel
26 Affairs or her/his designee.

27 *****

1 ARTICLE XII

2 INSTRUCTORS' RIGHTS AND RESPONSIBILITIES

3 A. Outside Employment and Course Work

4 1. All faculty members recognize primary responsibility to their
5 position at Burlington County College.

6 B. Instructor's Course and Classroom Rights and Responsibilities

7 1. Consistent with the stated catalog course descriptions, the
8 primary responsibility for determining course content, course
9 goals, learning objectives and the selection of appropriate
10 learning materials and strategies rests with the faculty
11 member who teaches the course.

12 2. In courses which are part of a sequence, it is the responsi-
13 bility of the instructor to establish goals and course
14 content so as to prepare students for the sequential course
15 offerings.

16 3. Where more than one faculty member teaches the same course, the
17 instructors, in consultation with the division chairperson, must
18 agree on a basic core content.

19 4. The instructor shall be free to request any books, magazines,
20 newspapers or other materials to be purchased by the library
21 or his/her division or area, subject to budgetary limitations.

22 5. The instructor is responsible for evaluating the academic pro-
23 gress of his/her students and for assigning grades in accordance
24 with the grading system of the College.

25 6. The instructor shall be required to report to his/her designated
26 teaching station at scheduled times. Whenever the instructor
27 is unable to meet his/her class, s/he will make every effort

28 *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

be subject to the same rules and regulations as regular students of the College. Dependents shall be those identified by the Internal Revenue Code of the United States. If the Board questions the familial dependency of an applicant, the faculty member must present his/her most recent Income Tax Return which shall control the disposition of the question.

ARTICLE XIV

STAFF SUPPORT

- 1
- 2
- 3 A. The College shall provide clerical support to meet the needs of
- 4 academic personnel. The Vice President and Dean of the College
- 5 (VPDC) shall make these determinations based upon needs and
- 6 budgetary limitations.
- 7 B. The College shall compensate unit members for the use of private
- 8 automobiles when on official college business.
- 9 1. Such compensation will be at the rate of .20 per
- 10 mile.
- 11 2. Compensation will be determined prior to its
- 12 occurrence when a particular assignment is made
- 13 and approved by the appropriate college
- 14 administrator.
- 15 3. The unit member must submit the recognized college
- 16 form in order to receive compensation for the use
- 17 of a privately owned automobile.
- 18 C. Each unit member shall be provided a private office on the Pemberton
- 19 Campus. This office shall be furnished, insofar as budgetary
- 20 limitations allow, with a desk, phone, file cabinet, bookcase,
- 21 and chair. No faculty member shall be relocated without his/her
- 22 prior approval unless an organizational change or program modifi-
- 23 cation takes place. In the event that organizational changes/pro-
- 24 gram modifications make it necessary, the College will move unit
- 25 members to other locations on the Pemberton Campus.
- 26 Prior written notice will be given before such a move takes place.
- 27 In no event will these moves be arbitrary or capricious.

28 *****

ARTICLE XV

EVALUATION PROCEDURES

A. Evaluation of all Faculty

1. All faculty will submit an Annual Report no later than March 15 of each year. The Report should be at least two (2) single-spaced, typewritten pages with the appropriate supporting documents and shall include the following areas:

a. Professional Responsibilities

1) Specific instructional objectives in terms of learning outcomes (student performance).

2) Developed definite strategies that led to achievement of these outcomes.

3) Evaluation of student performance by methods that determined the extent to which the outcomes have been met.

4) Results of evaluation tool that was administered to each class in order to receive the appropriate feedback data to enable modification for improvement. (See Appendix B - Student Course Evaluation).

a) The procedures to be used are as follows: Utilizing the Student Course Evaluation - Appendix E an evaluation time will be scheduled by each division chairperson sometime between the eleventh (11) and thirteenth (13) week of the semesters, and the third (3) and fifth (5) week of each term. For tenured faculty, all classes taught will only be evaluated during one of the two long semesters

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3) Attendance/participation in professional organizations:

a) Discipline

b) Teaching Profession (NEA, NJEA, etc.)

4) Authorship

a) Books

b) Articles

c) Miscellaneous

5) Consultations

6) Fellowships

7) Mid-Career Sabbaticals

8) Awards

9) Other

c. College and Community Contributions

These would include, but not be limited to:

1) Committee work--as well as ad hoc and subcommittees thereof (e.g., IAC, ACC, Sabbatical, Motor Vehicles, Grading, General Education, Honors, Joint Load Formula Committee, Joint Counselor and Load Formula Committee, etc.).

2) Speaker's Bureau

3) High School Visitations (both external and internal)

4) Grants Writing, Directing, Completing

5) Program Development

6) College/Division Projects (e.g., Long-Range Planning, BCC Foundation, College Bowl, Management Forum, H.S. Science, etc.)

7) School Board Membership

8) Scouting

9) Athletic and recreational groups.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- C. Evaluation Schedule for First-Year Faculty:
1. Establish objectives (current year) SEPTEMBER 30
 2. Follow-up meeting to review progress NOVEMBER 15
 3. Submission of material to Chairperson JANUARY 15
 4. Chairperson responds JANUARY 30
 5. New objectives established for next academic year. JANUARY 30
 6. Renewal/non-renewal notification MARCH 15
 7. At least two additional observations during each term and semester if in the judgment of the division chairperson they are required. TO BE SCHEDULED WITH PRIOR NOTICE GIVEN.

D. A comprehensive matrix of dates shall be agreed to and published as an appendix to this Agreement.

1 writing by May 1st, with specific suggestions for corrective work
2 that will address the reasons for rejection.

3 C. Applications supported by the President shall be scheduled for
4 consideration by the Board of Trustees at the regular meeting for
5 the month of May. The decision of the Board shall be conveyed to
6 the candidate by the President, in writing, immediately thereafter.
7 Upon written request by the candidate, reasons for rejection by the
8 Board shall be given in writing.

9 III. Track II

10 A. Candidates for promotion under the provisions of Track II shall
11 present a plan to their Chairperson by February 1st. The Chair-
12 person shall forward the plan to the Dean of Academic Affairs by
13 February 15, with her or his recommendations, and the Dean shall,
14 in turn, present the plan, along with her or his recommendation,
15 to the Vice-President and Dean of the College by March 1st. If
16 accepted by the Vice-President and Dean of the College, the Dean of
17 Academic Affairs shall notify the recommending Chairperson by
18 March 15th. The applicant shall be notified by the Chairperson
19 immediately thereafter.

20 If the plan is disapproved by the Vice President and Dean of the
21 College, the candidate shall be given until April 15th to submit
22 a revised plan correcting the deficiencies that led to disapproval.

23 B. Track II candidates shall present evidence of the completion of
24 their plan for review by their Chairperson on February 1st of
25 any year in which the plan was first approved.

26 *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- a. Instructor to Asst. Professor \$700
- b. Asst. Professor to Assoc. Professor \$800
- c. Assoc. Professor to Professor \$900

2. When a promotion in rank is granted, the new academic year salary will be computed by adding any contracted increase and the promotional increase in that order.

1 before eligibility for tuition reimbursement is established.

2 E. Refunds for tuition reimbursement will not exceed \$600 per fiscal year
3 for any individual except as provided in paragraph G. Upon successful
4 completion (a passing grade), the unit member must apply for his/her
5 refund by submitting proof of payment and a grade transcript.

6 F.

7 1. Mentoring, dissertation advisement and related course fees required
8 of personnel completing doctoral programs will be eligible for refunds
9 under the same qualifications and restrictions as for course work
10 described herein. In addition, other items which are peculiar to
11 doctoral work may be reimbursed under certain conditions. These
12 would include but not be limited to:

- 13 a. Travel to remote sites for the purpose of research.
14 b. Dissertation typing and binding.
15 c. Computer use.

16 The other items listed above and similar items must be documented as
17 to their relevancy by a letter from the dissertation committee chair-
18 person or department chairperson of the degree-granting institution
19 and accompanied by appropriate receipts.

20 2. Faculty in the fields of music and art may find it necessary to engage
21 in advance study with recognized masters who may not be employed by
22 a university. In order to validate the credentials of such individuals,
23 it will be necessary to submit their credentials and resumes prior
24 to receiving approval to engage in study. The College reserves the
25 right to make the final decision in approving such programs of study.

26 3. Reimbursement will not exceed \$600 per fiscal year for activities
27 described in paragraphs 1 and 2 above, and will not exceed a total
28 of \$1,800 or a total of three years duration.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (b) Official copy of transcript indicating a passing grade(s) for the course(s)
- (c) Proof of payment by the employee for the course(s); such proof must be acceptable to the College.

- 2) The application materials must be submitted by the employee to her/his immediate administrative supervisor. Assuming that the materials are complete and valid, the supervisor will forward them to the Personnel Department for final processing.
- 3) Payment for appropriate tuition reimbursement will be made by a college accounts payable (as opposed to payroll) check.
- 4) Application materials received by the Personnel Department after the due dates specified hereinafter will be returned to the faculty member with a memorandum indicating that they were received too late and will not be considered for reimbursement by the College at anytime.
- 5) Incomplete ("I") Grades
An employee may submit application materials for course(s) in which an "I" grade was assigned if the grade is changed from "I" to a passing grade within the next 6 month period (as defined hereinafter) following that in which the course was actually taken and completed. Application materials must include copies of transcripts initially showing grade of "I" and subsequently a passing grade.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 1) The total amount of unexpended funds will be divided by the total amount of the remaining requests for tuition reimbursement to determine a percentage.
- 2) This percentage will then be applied to the amount requested by each employee and each employee will receive the prorated amount so calculated.

Example: $\frac{\$300 \text{ (unexpended funds)}}{\$600 \text{ (Requested funds)}} = 0.50 = 50\%$

<u>Faculty Member</u>	<u>Amount Not Reimbursed</u>	<u>X Prorata Factor</u>	=	<u>Amount to be Reimbursed</u>
Adams	\$100	0.50		\$ 50
Jones	200	0.50		100
Smith	50	0.50		25
Williams	\$150	0.50		75
	<hr/>			
	\$500	0.50		250

1 Division Chairperson.

2 F. Overload and Underload

3 1. Base load for a 14-week semester is defined as 36 points while
4 Base load for a 7-week term, when part of a regular 10-month
5 contract, is defined as 18 points.

6 2. Overload may be earned by any of the following methods:

7 a. Accumulation during the Fall Semester of more than 36 points.

8 b. Accumulation during the Fall and Winter Semesters of more than
9 72 points.

10 c. Accumulation during the Fall, Winter and Spring or Summer,
11 Fall and Winter Semesters of more than 90 points.

12 3. Deferral of Points:

13 a. A deferral of points would be made to insure that the
14 College would be able to provide full teaching points
15 for each faculty member from courses offered during the
16 academic year.

17 b. The deferral of points would not be required for all faculty
18 members. Those faculty for whom there was a demonstrated
19 need for their services in the Spring could be paid overload
20 or defer points as we presently do. For those faculty for
21 which there was an uncertainty about their Spring load, a
22 sufficient number of points would be carried forward so that,
23 if there was no Spring course to teach, they would meet
24 the 90-point annual contract. In any case, the College would
25 pay overload payment for all points over 90 earned during
26 the year.

27 c. The method of determining demonstrated need would be to prepare

28 *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

would not be required to defer points.

d) The faculty who must defer points

would be determined on:

(1) a voluntary, divisional basis

(2) seniority within the division based upon ability to teach the courses needed.

d. Where qualified, faculty assignments in other divisions may be made to enable all faculty to make a Spring Load. Prior to such assignments, written concurrence by both division chairpersons shall be required.

e. Because of the experimental nature of this Deferral Program, the above determinations will be made with the Association consultation.

4. Overload points are accumulated by application of the Load Formula as outlined in Appendix A of this Agreement.

a. Accumulation of total load shall begin with a base representing all points applicable to non-teaching activities.

b. To this base shall be added, in a sequence to be determined by the faculty member, the individual course point values as determined by use of the Instructional Load Analysis form.

c. If the total points thus accumulated exceeds the semester or term basic point requirements as referenced in Par. 1., or 3, the faculty member shall be entitled to be paid for such excess points at the greater of the following:

1) The accumulated excess points multiplied by .67 with the product multiplied by the faculty member's applicable rank as determined in Par. 5. herein, or

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ments in fewer than ten months as provided in Par. H. 1. must be received by the Division Chairperson and the Dean not less than 30 days prior to the start of the first semester or term of the contract period. Response to such applications will be transmitted to the unit member, in writing, within 15 days of receipt by the division chairperson.

3. The faculty members approved for such an alternative shall be considered in the order in which applications are received.
4. Faculty approved for this method of contract performance will be paid on the same schedule as all 10-month contract personnel, even though their actual performance term may be reduced by the terms and conditions of this alternative.
5. If a faculty member chooses and is approved for the alternate and accelerated method of meeting his contract performance requirements, the Board shall be under no obligation to provide additional employment during that term (Spring or Summer) which, as a result of such acceleration, leaves the teacher free to pursue his originally stated objectives.
6. Part-Time Contracts
 - a. Tenured faculty members shall be eligible to apply for part-time contracts of not less than 0.51 of a full load.
 - b. Applications must be received by the Division Chairperson and Dean of Academic Affairs a minimum of 45 days prior to the start of the first semester or term of the requested part-time contract. The Board of Trustees must approve any such application. The decision of the College shall be final and binding.

*** *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3. Total number of load formula points per course for Spring and Summer teaching shall be at the same rate as if the course were being taught during the 14-week Fall or Winter Semester. In the event fewer tests are being given during the Spring or Summer Terms, the point values for evaluation will be determined on a pro rata basis.
4. Payments for supplemental Spring or Summer Term contracts shall be on the basis of calculated load points times dollar value as determined by the process described in Paragraph I.4 of this ARTICLE and paid according to the schedule as defined herein.
5. Payment of contract amounts due under these provisions shall be in accordance with the payroll calendar in effect for all personnel of the College.

I. Grievability

1. For the purpose of these calculations, no determination reached hereunder shall be grievable.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- E. Authority to approve a load in excess of fifty-four (54) points will require the prior permission of the Dean of Academic Affairs. The adjudication of these decisions rests solely with the Dean or his designee.
- F. Final load forms will be approved by the chairperson no later than the fifteenth day of class.
- G. Such approval by the chairperson will determine the amount of money to be paid in excess of base salary.
- H. No unit member shall be permitted to accumulate a load in excess of forty-four (44) points until all qualified full-time faculty in his/her subject field desiring overload teaching have at least been offered one course overload.

*Experience in teaching the course will be determined by the number of semesters and terms the unit member has taught at least one section of the course. Semesters include the fourteen (14) weeks scheduled in fall and winter while terms include spring, summer and other authorized special semesters and terms not concurrent with regular semesters and terms.

1 H. Other Supplemental Employment

- 2 1. Supplementary employment contracts covering periods other than
3 that provided in the 10-month contract referred to in Paragraph A,
4 may be offered to unit members at any time that anticipated need
5 is identified. Compensation for such supplementary employment
6 contracts shall be on an actual worked day rate to be calculated
7 on the basis of the regular 10-month contract salary applicable
8 to the period during which the work is performed. Daily rates
9 are determined by dividing the 10-month contract salary by 182.
- 10 2. Unit members shall have the right to accept or reject such offers
11 of supplementary contracts provided that such decision must be
12 made and communicated to the applicable supervisor no later than
13 one week after such contract is offered.

14 *****

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 ARTICLE XXII

2 INSTRUCTIONAL WORKWEEK

- 3 A. The official college day and week is 8:00 a.m. to 10:30 p.m., Monday
4 through Friday. Full time unit members may receive assignments during
5 this period. All evening assignments after 4:30 p.m. will be made with
6 the prior consultation of the unit member. The College will make work-
7 load assignments after 4:30 p.m. with due regard to the individual's
8 preference and seniority.
- 9 B. A reasonable effort will be made to assign work schedules in accordance
10 with the following: (Exceptions to Paragraphs B & C may be made by
11 mutual agreement of the parties.)
- 12 1. the normal individual workday falls within an eight hour period
 - 13 2. there will be not more than four (4) hours between the end of one
14 class and the beginning of the next class
 - 15 3. where the instructor's schedule includes classes both before noon
16 and after noon, at least one hour between 11:30 a.m. and 2:30 p.m.
17 shall be assigned unless there is mutual agreement to the contrary.
 - 18 4. no instructor shall teach more than three (3) consecutive class
19 hours (150 minutes of instruction) unless there is mutual agreement
20 to the contrary. In case of lab courses, the consecutive teaching
21 time shall be four (4) consecutive class hours (200 minutes).
 - 22 5. the individual schedule shall not include more than two (2)
23 evenings per week unless the assignment of additional evening
24 classes is needed in order for the unit member to make base load.
- 25 C. When an evening assignment is made part of the faculty member's
26 teaching schedule, there must be at least eleven (11) hours between
27 the end of that class and the beginning of the first class the next day.

28 *****

ARTICLE XXIII

OFFICE HOURS

- 1
- 2
- 3 A. Each faculty member should schedule no fewer than five (5) hours
- 4 per week when s/he will be available for consultation with students.
- 5 Such hours shall be in addition to his/her scheduled classes and may
- 6 not conflict with any college-wide functions at which s/his attendance
- 7 is required.
- 8 B. Not later than the sixth (6th) workday (excluding Saturdays and
- 9 Sundays) after the beginning of the Fall and Winter Semesters, and
- 10 not later than the fifth (5th) workday (Excluding Saturday and Sunday)
- 11 after the beginning of the Spring and Summer Terms, a schedule of
- 12 these hours will be posted on the faculty member's door and
- 13 furnished to the clerical staff in s/his office area and to s/his
- 14 Division Chairperson.

15 *****

16

17

18

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ARTICLE XXV

SALARIES

A. Increase in Base Annual Salary Rate.

All Unit Members will have their base salaries increased as follows:

- 1. 1982 - 83 -- 5%
- 2. 1983 - 84 -- 8%

B. In order to be eligible to receive the increase, an employee must have been on the active payroll of the College, receiving payment from the College as of the midpoint of the 1981-82 academic year.

C. Newly established maximums are as follows:

	<u>1982-83</u>	<u>1983-84</u>
Instructor	\$21,796	\$23,540
Assistant Prof.	25,688	27,743
Associate Prof.	30,359	32,788
Professor	35,030	37,832

D. The increase listed in paragraph A above shall apply to all members of the Unit whether they are employed under a ten-(10) or twelve-(12) month contract.

E. All salary increases shall be upon the recommendation of the President based upon satisfactory evaluation as stated in Article XV of this Agreement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

H. With the approval of the VPASA, the Chairperson of the Division of Health, Physical Education and Athletics, and the appropriate Head Coach, Assistant Coaches when appointed, shall be compensated at rates not exceeding 50% of those paid the Head Coach as mutually agreed upon between the Assistant Coach and the Chairperson of the Division of Health, Physical Education and Athletics.

I. The payment of all salaries will be in conjunction with normal college procedures and on regularly scheduled pay dates.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2) Cost

In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional plan for the same coverage code (e.g. employee only, family). Any additional cost for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

3. Coverage Periods

a. Health insurance coverage as described above, shall be provided to all personnel on ten-month contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed by employment to June 30, the coverage will continue during July and August at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.

b. Personnel on twelve-month contracts, or contract periods other than ten months shall be eligible for health insurance coverage in accordance with regulations of the New Jersey Division of Pensions.

B. Dental Insurance

(Note: This section becomes effective January 1, 1983)

1. Under the conditions and regulations stipulated by the Dental Plan, employees are eligible for enrollment in a dental insurance program.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Program Descriptions

a. Alternate Benefit Program (ABP)

1) Program Comments

- a) Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA/CREF) for retirement. Tax-deferred annuities available.
- b) Prudential Insurance Company of America for Life Insurance and Disability Insurance. Life Insurance benefit is 3.5 times base annual salary rate.

2) Cost

- a) TIAA/CREF Retirement Program
5% mandatory payroll deductions which can, at employee's option, be converted into a salary reduction tax-deferred annuity.
- b) Prudential Life/Disability Insurance
No cost to employee.

b. Public Employees Retirement System (PERS)

1) Program Components

- a) State of New Jersey Plan for Retirement. Tax-deferred annuities available.
- b) Prudential Insurance Company of America for life insurance. Life Insurance benefits are as follows:
1.5 times base annual salary is mandatory and an additional 1.5 times base annual salary is available as an option for a possible total of 3 times base annual salary.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

information is in error, the Division of Pensions Regulations shall prevail.

4. The parties understand that the information provided in Paragraph B and D is subject to change by the insurance carriers and if any of the information is in error, the insurance carrier's regulations shall prevail.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

into effect:

At the Board meeting, prior to the time when the individual's sick leave will expire, a faculty member may request additional days from the Board. An examination of each case will be made by the Board. Recommendations will be sought from appropriate staff. After careful examination of the request, the Board will exercise prudent judgement and good faith in voting approval of the additional days.

C. Personal Leave

- 1. Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours. Upon five (5) day's notice, in writing, such leave shall be granted by the Division Chairperson.

D. Bereavement Leave

- 1. Instructional personnel shall be entitled to five (5) days leave with pay upon the death of a member of his immediate family. Immediate family is interpreted as spouse, children, sibling, parents, grandparents, foster parents, step-parents, step-children, parent or grandparent of spouse.
- 2. Bereavement leave for other relatives is limited to three (3) days with pay.
- 3. Upon request, additional days may be granted by the President without loss of pay.

E. Jury Duty or Legal Leave

- 1. Full-time instructional personnel, who are summoned and report for jury duty or are subpoenaed and report as a witness in any

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 2. Application for such leave shall be made in writing and addressed to the Division Chairperson, with copies to the President and the VPDC no later than March 15 preceding the beginning of the contract period for which the leave is desired. The application must be accompanied by a statement of the reason for the leave of absence.
- 3. The application for a leave of absence will be considered on its individual merit as well as its potential effect on the College and the determination of whether or not the request shall be granted rests solely on the discretion of the President. A request for a leave of absence shall be answered by the President within thirty (30) days.
- 4. A leave of absence, when granted, shall not exceed the time specified in the authorizations. Such leaves of absence may be extended at the discretion of the President, but written authorization is required in such cases.
- 5. Upon return from such leave of absence, the staff member shall continue in the same academic rank held at the time the leave commenced and shall receive the base annual salary rate she/he received her/his last actual working day prior to the commencement of the leave plus any increase for which she/he is otherwise eligible as stipulated below: (For Example Only)

Academic Year or One Year Leave of Absence	Academic Year In Which Faculty Member Returns From One Year Leave of Absence	Faculty Member is Eligible for Any Increase in Base Annual Salary Rate Which May be Effective in the Academic Year Indicated Below
1981-82	1982-83	1981-82

- a. If the leave is extended, the faculty member will not be eligible for any additional increase except as may be granted

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

K. Vacation Leave-12 Month Faculty

1. General Information

- a. Scheduling of vacation leave shall be determined by mutual agreement of the employee and his/her supervisor.
- b. Vacation leave with pay can not be taken before it is accrued.
- c. An employee accrues vacation leave time on his/her monthly anniversary date with the college (e.g. if an employee begins employment on July 15, he/she accrues 1.83 vacation days August 15).

2. Accrual

All Faculty employed on a full-time 12-month basis shall accrue vacation leave with pay at the rate of 1.83 workdays per month.

- 3. While on leave for injury in line-of-duty, an employee may accrue vacation.
- 4. In the event of employee termination, the employee shall be paid for any unused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days. Termination date is defined as the last day an employee actually works at the College (e.g. the employee can not take the last day as a vacation day, personal day, etc.).
- 5. No advance issuance of checks will be permitted for those taking vacation leave; however, arrangements may be made to have checks mailed to them.

L. Holidays - 12-Month Personnel

- 1. A maximum of thirteen (13) holidays may be granted as days off with full pay at the discretion of the President.

ARTICLE XXVIII

SABBATICAL LEAVE

A. DEFINITION & AWARD

The sabbatical leave at Burlington County College is defined as a period of freedom from teaching (or from equivalent duties) for the purpose of enhancing the professional development of staff represented in this collective agreement. Such activities may include formal study, research, writing, business activities and, when required by the nature of the activity, travel.

The applicant for sabbatical leave will indicate the applicant's proposed activities, how these activities will benefit the individual and, in the applicant's opinion, how these activities will benefit the College.

The Sabbatical Leave Committee will review and evaluate all applications and forward its recommendations in rank order to the President. A candidate for sabbatical leave shall have served seven (7) consecutive years at Burlington County College as a member of the bargaining unit covered by this agreement. All decisions relating to sabbatical leaves are subject to the availability of funds and provisions contained in this agreement. During the academic years 1982-83 and 1983-84, (academic year is defined as Fall semester, Winter semester, and Spring term), no more than seven (7) leaves will be granted by the College from those recommended by the committee. No more than two people from any division larger than ten faculty, and no more than one person in any smaller division, may be on sabbatical at any one time.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. SELECTION

1. A Sabbatical Leave Committee shall be established in order to make recommendations to the President. The Committee shall consist of:
 - The Vice President for Academic and Student Affairs
 - Two Division Chairpersons
 - Three Faculty appointed by the Association
 - One Faculty appointed by the President
2. The Board will make its final decision no later than March 31 of the prior year.

D. APPLICATION

Application for sabbatical leave shall be made in writing to the division chairperson with copies to the Vice President and Dean of the College, and to the President so as to be received by the President no later than February 1 of the year preceding the year in which the leave is to occur.

Formal application will include the completed sabbatical leave agreement and a letter of transmittal.

E. MISCELLANEOUS

1. No one is eligible for a second sabbatical until at least five consecutive years following the conclusion of the first leave and until all eligible and qualified faculty have had an opportunity to apply for a first leave.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C. EXCLUSIONS

The grievance procedure shall not apply to the following:

- 1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
- 2. Instances in which an employee granted tenure has had charges brought against him pursuant to the Tenure Employees Hearing Act. (NJSA 18A:6-10 et. seq.)
- 3. Decisions of the President in exercising his discretion concerning a request for any leave.
- 4. Any matter herein expressly made non-grievable.

D. PROCEDURES -- INFORMAL -- STEP I

- 1. A complaint shall be presented informally within ten (10) working days of the occurrence complained of or, within ten (10) working days after its occurrence could reasonably have been expected to be known by the person filing the complaint. Failure to act in filing the complaint within the ten (10) working day period shall be deemed to constitute an abandonment of the complaint.
- 2. The complaint shall be filed by the employee with his/her immediate supervisor. This complaint shall be in writing.
- 3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
- 4. People present at the hearing shall be the following:
 - a. person filing the complaint (grievant)
 - b. Association representatives (President and/or Chief Negotiator)
 - c. immediate supervisor
 - d. college representative (Chief Negotiator, Board of Trustees)

1 mailed sufficiently in advance so as to reach Board members
2 five (5) working days prior to the Meeting. If this is not
3 possible, then the hearing will be held at the next regularly
4 scheduled Board Meeting following the first hearing postpone-
5 ment. Every reasonable effort will be made by the parties
6 to expedite the processing of a grievance. The number of days
7 stated shall be considered as a maximum at each step.

8 2. At the scheduled closed hearing, both the grievant and the
9 Board may have appropriate representatives present. The grievant
10 shall inform the Board of his/her representatives by name at least
11 forty-eight (48) hours prior to the hearing.

12 3. At the conclusion of the hearing, the Board will render a
13 decision within ten (10) working days.

14 4. Upon receipt of the decision from the Board of Trustees, the
15 grievant has ten (10) working days to file an appeal to the
16 next step.

17 G. ADVISORY ARBITRATION -- STEP IV

18 1. The grievant may request submission of the grievance to an
19 impartial arbitrator selected pursuant to the rules and pro-
20 cedures of Public Employees Relations Commission of the State
21 of New Jersey or the American Arbitration Association. The
22 arbitrator so selected shall be afforded access to all documents
23 used in the prior internal steps in the grievance procedure.
24 The arbitrator shall not have the authority to alter, change
25 or otherwise affect the terms of this Agreement and shall address
26 his judgement solely to the grievance presented. Neither party
27 shall be bound by the decision of the arbitrator. The costs of

28 *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the Chief Negotiator of the Board of Trustees and the President of the Faculty Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.

8. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.

9. In the processing of a grievance, any party shall have the right to designate a representative to appear with him/her. Such representative must be identified to all parties to the grievance before any meeting in which he/she is to participate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

during the processing of a grievance which has been reduced to writing.

E. No document may be removed from a personnel file, but copies of any qualified document will be provided to the faculty member upon request.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 7) orientation
- 8) other professional duties

* If the DSD class is cancelled because of insufficient enrollment, the 9 DSD points (+1.5) will be assigned by the Associate Dean for Student Development.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

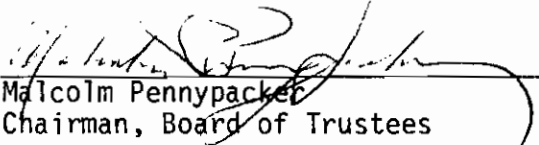
10. Tuition Reimbursement funds may be used in conjunction with special leave programs. Additional funds may be added to the Tuition Reimbursement Fund if a demonstrated need arises.

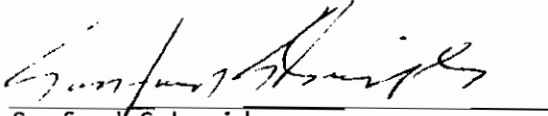
ARTICLE XXXIV

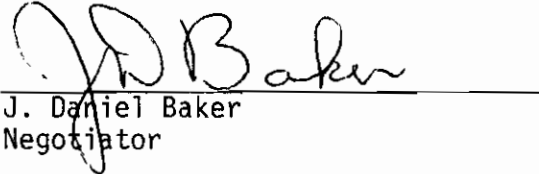
DURATION OF AGREEMENT

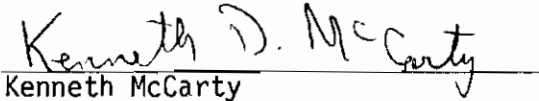
This agreement shall be effective on July 1, 1982 and shall continue in effect until June 30, 1984.

For the Board of Trustees:


Malcolm Pennypacker
Chairman, Board of Trustees

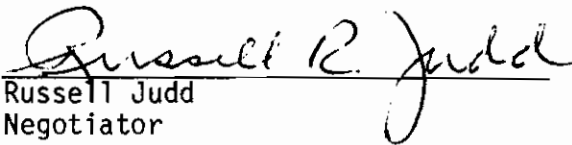

Sanford Schneider
Chief Negotiator

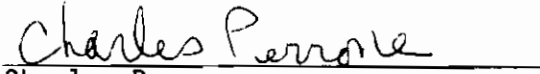

J. Daniel Baker
Negotiator

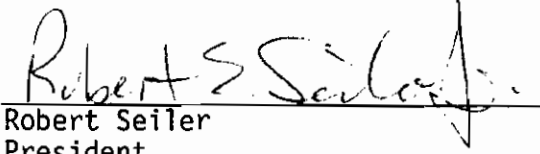

Kenneth D. McCarty
Negotiator

12-21-82
DATE

For the Faculty Association:


Russell R. Judd
Negotiator


Charles Perrone
Negotiator


Robert S. Seiler
President

12-21-82
DATE



APPENDIX A

INSTRUCTIONAL LOAD FORMULA

Reference: ARTICLE XVIII of the Agreement

1 D. DETERMINATION OF LOAD

2 The determination of a load is to be developed jointly between the
3 faculty member and the Division Chairperson prior to the beginning
4 of each term. It is hoped that this procedure will more effectively
5 involve each faculty member in the construction of his load. The
6 procedure does require that the faculty member come prepared to dis-
7 cuss with his Division Chairperson the various modes of instruction
8 and methods of evaluation which he intends to use during the given
9 term. Under the traditional system, only credit hours and/or lab
10 contact hours were used in determining load. The proposed formula
11 recognizes and gives credit to the faculty member in the following
12 areas:

- 13 1. Preparation
- 14 2. Student Contact
- 15 3. Evaluation
- 16 4. Special Assignments

17 1. Preparation

18 Rationale: The preparation points are designed to reflect the
19 faculty member's time and effort which are devoted to preparation
20 for the teaching activities which s/he directs.

21 a. Normal Preparation

22 Normal preparation includes, but is not limited to, the
23 following:

- 24 1) Revising course syllabi;
- 25 2) Reading over assignments and lecture notes;
- 26 3) Writing or modifying behavioral objectives;
- 27 4) Revising packets in the accepted format, e.g. concept,

28 *****

1 be using multi-media to instruct more than 47 students
2 in a single class.

3 2. Student Contact

4 Contact time is the scheduled time that the instructor physically
5 spends with his scheduled class.

6 3. Evaluation

7 Two factors are weighted in this instance: the number of students
8 and the types of evaluation. See instructions for further infor-
9 mation on how to compute this data.

10 4. Special Assignments

- 11 a. Conducting feasibility studies designed to establish new
12 programs;
- 13 b. Liaison with the public in coordinating career programs;
- 14 c. Coordination and Liaison Responsibilities, i.e. Math Lab,
15 Writing Lab, Science Lab, etc.;
- 16 d. Coordinator of Career Advisory Committee
- 17 e. Others: to be determined on individual basis.

18 E. LOAD SPECIFICATIONS

- 19 1. The specification of load in terms of point values, time parameters
20 and quantitative applications of the formula are identified with
21 the body of the Agreement. (ARTICLE XVIII)

22 F. INSTRUCTIONS FOR COMPLETING FACULTY LOAD ANALYSIS & SUMMARY SHEET

23 1. INTRODUCTION

- 24 a. This form is to assist the faculty member in determining his
25 instructional load. The completed form should accurately
26 reflect the course strategy the instructor intends to use and,
27 through the use of conversion factors, the amount of instruction-

28 *****

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

4) Combinations

A course may be taught using any combination of these three modes or as in some cases, a single mode. Once you have determined the appropriate category for your course work, the next step is to compute your preparation time. Recognizing that the time required to prepare a presentation for the first time differs markedly from the time required to give the same presentation to subsequent sections, this formula contains factors that reflect these differences in preparation time. Thus, these factors reflect the time required to prepare for the first preparation (original), the time necessary for the second preparation (first duplication) and the time necessary for the third preparation (second duplication), and for subsequent preparations. In most instances, with the exception of open labs, the third, the fourth, and subsequent presentations have the same factor as the second duplication.

The factors for classroom and large group are encoded on the Load Analysis Form. However, because laboratory preparation time differs so markedly from discipline to discipline, specific factors were developed for specific laboratory courses. You will find your laboratory preparation factor in Table 1.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Table 1
Laboratory Preparation Factors

Course	First Hour	Second Hour	Third Hour and Beyond
Open Lab	1.0	.5	.25*
Conventional Science Lab	1.0	.5	.25
Social Science Lab	.1	.05	.025
Math Lab	.1	.05	.025
Reading Lab	.1	.05	.025
Writing Lab	.1	.05	.025
Studio Lab	.1	.05	.025
Music Lab	.1	.05	.025
Physical Education Activity Course	.5	.25	.125
Secretarial Science Lab & Accounting Lab	.5	.25	.125

* The factor of .10 will be allowed for each additional hour in excess of the third hour.

Variations in the above factors, due to unique local circumstances, and not to exceed 50%, may be made through mutual agreement of the faculty member and Division Chairperson and with the approval of the VPDC.

Choose the appropriate factor from Table 1 being careful that your selection reflects the correct factor for your number of preparations, i.e., original, first duplicate second duplicate, and insert them in the appropriate boxes in the Load Analysis Form.

- (2) An instructor who is teaching four sections of one course in a configuration that meets the four combined sections one hour a week in a large group and each section individually twice a week in one hour seminars would record his activities as follows:

						CLASSROOM	
CLASS ROOM	FIRST HOUR	1.0	X	2	=	2	1 1
	SECOND HOUR	0.5	X	2	=	1	2 2
	THIRD HOUR	0.25	X	4	=	1	(L.G.)
LARGE GROUP	FIRST HOUR	2.0	X	1	=	2	3 3
	SECOND HOUR	1.0	X		=		4 4
	THIRD HOUR	0.5	X		=		

- (3) An instructor who is teaching one course in a weekly configuration of one large group and 20 hours of open lab would record his activities as follows:

		FACTOR		CLASS HOURS	=	UNITS	
LAB	FIRST HOUR	1.	X	1	=	1	1
	SECOND HOUR	0.5	X	1	=	0.5	2
	THIRD HOUR	0.25	X	1	=	0.25	3
		0.10		17		1.70	4
LARGE GROUP	FIRST HOUR	2.0	x	1	=	2	5
	SECOND HOUR	1.0	X		=		6
	THIRD HOUR	0.5	X		=		.
							.
							.
							.
							19
							20

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5) Total Preparation

Once you have calculated your preparation units for each course section in their varying mode, total the preparation units in the right-hand column of the form and record the sum in the block marked Total Preparation.

COLUMN TOTAL

3. CONTACT

a. Contact time is the scheduled time that the instructor physically spends with s/his scheduled class. One point will be awarded for each such scheduled class hour.

1) An instructor who is teaching four sections of one course in a configuration of one large group and two weekly seminars for each section would record his contact time as follows:

CONTACT.....SCHEDULED CLASS HOURS.....

LARGE GROUP = 1
8 SEMINARS = 8
9

4. EVALUATION

a. Since different types of testing require differing amounts of evaluation time, this formula recognizes three basic types of testing vehicles. It further recognizes two different circumstances under which each type of test can be graded and up to two different methods under each grading practice that can be used for grade recording.

b. The three potential testing vehicles are Objective, Written, and Combination. One of these should closely reflect your

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EVALUATION:

NUMBER OF STUDENTS 100 X FACTOR (.005 + .06) = 6.5

TEST FACTORS:

.02 .05 .06 .08 .10 .16 .18

Once you have filled out the Faculty Load Analysis and Summary Sheet for the different courses you are teaching, summarize the results and place them in the designated blocks on the Faculty Load Summary Column.

There will be no changes in the evaluation factor unless there is mutual agreement between the Faculty member and the Chairperson up to and including June 30, 1984.

5. INSTRUCTIONS FOR FILLING OUT THE FACULTY LOAD SUMMARY COLUMN.

a. INSTRUCTIONAL LOAD

1) Once the Instructional Load Analysis Column is completed, use the information contained therein to prepare the Faculty Load Summary Column. Summarize the units of preparation, contact, and evaluation that would be necessary to meet your instructional responsibilities and insert those figures in the blocks provided at the right side of the Faculty Load Summary Column. together the units of preparation, contact and evaluation gives you your Total Instructional Load.

b. ASSIGNMENTS

1) Instructional Development
a) The amount of credit to be given to an instructor who creates a new course, significantly revises an old course, or develops a new mode for teaching an old course will be by agreement between the instruc-

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

3) Add the units for Instructional Development and Other Assignments to arrive at your Total Other Assignments.

4) Summary

a) Adding together your Total Instructional Load, and Total Assignments gives you your Total Instructional Load.

APPENDIX B (continued)

INSTRUCTOR RETURN FORM
(STUDENT EVALUATION)

Instructors Name: _____

Course #: _____

Section: _____

Location: _____

The Student Course Evaluation was administered on _____
(Date)

_____ was responsible for de-
Student's Name

livering the forms to the Scoring Station.

Instructor's Signature

Please forward to appropriate Chairperson.

_____ 8. The classroom visitation was at a time when the observer was able to fairly judge the nature and tenor of the teaching-learning process.
Comments:

Overall Rating: _____ Satisfactory _____ Questionable _____ Unsatisfactory

Signed: _____ Division Chairperson Date: _____

_____ Faculty Member Date: _____

3. The aforementioned course(s):

_____ are eligible for tuition reimbursement

_____ are not eligible for tuition reimbursement

Section Three (To be completed by appropriate administrative and executive staff members)

The course(s) indicated hereinbefore:

_____ are approved as being eligible for tuition reimbursement

_____ are not approved as being eligible for tuition reimbursement.

Intermediate Supervisor(s)

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

Appropriate Executive Staff Member

Printed Name	Title	Signature	Date
--------------	-------	-----------	------

Copy Distribution:

1. Both the original and the copy should be submitted by employee to the immediate administrative supervisor.
2. The original and the copy should be forwarded through the parties indicated hereinbefore to the Personnel Department.
3. The Personnel Department will:
 - a. Return the original to the faculty member who should retain it and submit it with the other required tuition reimbursement application materials after completion of the course(s)
 - b. Retain the copy

Form 0100-028 06/81 (Rev.)

APPENDIX E

CHRONOLOGY OF PROMOTION PROCEDURES*

TRACK I

February 1 All interested faculty submit credentials

February 15 Recommendations for promotion sent to the Dean of Academic Affairs for review

March 1 Dean of Academic Affairs forwards applications to Vice-President and Dean of the College with recommendations

March 15 Vice-President and Dean of the College makes recommendations to the President

April 1 President notifies Vice-President and Dean of the College and Dean of Academic Affairs of any unacceptable applications

April 15 Dean of Academic Affairs notifies appropriate Chairperson of President's decision

May 1 Unsuccessful candidates notified by Chairperson

May Candidates accepted by the President considered by the Board of Trustees at the regular meeting for the month of May

Decision of the Board announced by the President immediately thereafter.

*In the event the scheduled due date falls on a non-working day, the next working day shall be the date of compliance. This statement shall apply to both Track I and Track II procedures..

TRACK II

February 1 Promotion plan submitted to Chairperson for review

February 15 Promotion plan and Chairperson's recommendation forwarded to the Dean of Academic Affairs for further review

March 1 Plan sent to the Vice-President and Dean of the College for review; decision of the Vice-President and Dean of the College conveyed to the Dean of Academic Affairs

March 15 Appropriate division chairperson notified of the Vice-President and Dean of the College's decision

APPENDIX E (continued)

NON-REAPPOINTMENT

2nd Year Contract	March 15 of First Year
3rd Year Contract	February 15 of Second Year
4th Year Contract	February 15 of Third Year
5th Year Contract	February 15 of Fourth Year
6th Year Contract	February 15 of Fifth Year

1

2

3

4

5

REFERENCES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- A. Individual Employment Contract and Memorandum of Assignment
- B. Board Policy #126
- C. College Pay Dates
- D. Sabbatical Leave Form
- E. Demand and Return System

The Reference material included in this agreement is done as a convenience to all concerned. These reference sections have not been the object of negotiations by the parties.

REFERENCE A (continued)

6. Signature and Return of Contract

If the Employee does not sign and return the original and one (1) copy of this employment contract to the College's Personnel Department within sixteen (16) calendar days of the date of issuance hereinafter specified, the College may interpret that:

- a. In the case of a reappointment contract, that reappointment is not desired and that the Employee has resigned from her/his position at the College.
- b. In the case of initial employment, that the Employee is declining said employment.
- c. In the case of supplemental employment, that the Employee is declining said supplemental employment.

Exceptions may be made upon written request for extension. Any such request should be addressed to the President of the College and submitted to the Personnel Department. The request must include a specific date by which the individual will submit the contract; said date shall not be more than ten (10) calendar days beyond the original due date hereinafter specified unless otherwise agreed to by the President of the College. Any extensions which may be granted by the President of the College will be in writing.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signatures on the dates hereinafter provided.

BURLINGTON COUNTY COLLEGE

Date contract issued
to Employee by
Personnel Department
Date _____
Initials _____

By: _____
Employee

Date signed and date
this contract is entered
into by the College and
the Employee _____

Date signed contract
due in College's
Personnel Department

President of the College

Date
Signed _____

(unless modified in
accord with Paragraph 6)

NOTE - To 10 Month Employees Only: Selection of 10 or 12 Month Payment Schedule

- 1. Ten (10) month employees have the option of receiving payment of base annual salary on a 10 or 12 month basis.
- 2. Consider your choice carefully as the College cannot change your method of payment once you have selected an option.
- 3. Please indicate your choice below by checking the appropriate box:

_____ 10 Month _____ 12 Month

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty) Personnel

No. 126

Date: Dec. 18, 1979
 Supercedes: May 5, 1970

Faculty personnel at Burlington County College may be roughly divided into two categories, with respect to performance, service, and time given for professional improvement. First, there is a body of faculty who teach, serve the college and community, and choose to spend a considerable amount of time working on advanced degrees, with the goal of eventually attaining a doctoral degree. Second, a number of faculty who also teach and serve the college and community choose to spend a large portion of their time developing new programs and courses and pursuing highly specialized studies, but not necessarily as part of the requirements for an advanced degree (such as advanced engineering certificates). In general, personnel in category two more often than not are in the field of career programs.

Both categories of faculty make equally important contributions to the College, and the purpose of this revised policy is to give equal recognition to both categories, and to provide a means for advancement in rank commensurate with the contributions of each. Thus, this policy provides two tracks for advancement in academic rank.

Regardless of the track chosen, however, the following applies to both:

Promotion in academic rank is given in recognition of exceptional professional accomplishments and distinguished service to the College and its mission. Satisfactory work, as contrasted with exceptional or outstanding work, is not a recommendation for promotion, especially to the senior ranks of Associate Professor or Professor.

Eligibility for promotion--regardless of the track chosen--is first based on time in grade and cumulative experience. No one is eligible for promotion until the time factors listed below have been met.

<u>Academic Rank</u>	<u>Cumulative Length of Relevant College Experience</u>
Instructor	0
Assistant Professor	3
Associate Professor	6
Professor	9

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

In accordance with Administrative Procedure 804--Procedure for Awarding Continuing Education Units (CEU)--credit towards promotion will be given for application to the following ranks, at the following rates.

<u>Rank</u>	<u>CEU Credit</u>
Assistant Professor	50% of the 15 credit hours beyond a masters degree (i.e., 22.5 CEUs).
Associate and Full Professor	50% of the 30 and 45 credit hours (respectively) beyond a masters degree (i.e., 45.0 and 67.5 CEUs).

3 CEU's shall be equated to one graduate school credit.

The following is a list of illustrative factors which may be taken into consideration when assessing "exceptional professional accomplishments and distinguished service to the College and its mission". This list should not be considered exhaustive; others may apply.

- *a) Instructional development as specified by prevailing College philosophy. Any consideration of this factor, however, must address the question of course validation.
- b) Introduction of new programs and the collateral work necessary to bring about results. Work with grant programs will be accepted.
- c) Authorship of articles and books of acknowledged academic merit.
- d) Assistance to colleagues in one or more areas of professional responsibility.
- e) Leadership in college-related activities apart from the direct purpose of employment.
- f) Leadership in community service.
- g) Leadership and contributions to one or more professional organizations.

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

Evaluation: cost analysis data, student evaluations,
program review by the Chairperson.

2. Compensated leave. All types and time intervals, from several weeks to two years.
 - a. Scholarly or creative work leading to publication or other exposure to an appropriate critical audience.
 - b. A coherent and well-defined program of individual study beyond the masters degree which will sharpen, renew, or extend the faculty member's competency in his field.
 - c. Experiences away from the College which will significantly widen the faculty member's horizons.

Evaluation: written document or visual evidence of a contribution in the field.

3. Non-compensated leave. All types, and time intervals, from several weeks to two years.

Evaluation: approval in advance by the division and College will be prima facie evidence that the leave is of significance to the professional development of the faculty member.

4. Theoretical research. Any in the broad field of education.

Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by the department chairman. Published reports of the research.

5. Applied research. Any in the broad field of education.

Evaluation: creation of a research model and implementation of the design, or funding, or acceptance by department chairman. Published reports of the research.

Burlington County College

BOARD POLICY

Title: Promotion Policy for Instructional (Faculty)
Personnel

No. 126

Date: Dec. 18, 1979
Supercedes: May 5, 1970

13. Professional service--national, state, and local educational organizations; committees serving the college. (Maintenance committees in the department and college and membership in a professional organization is a normal expectation of all members of the faculty).

Evaluation: appointment and service, approved by the department chairman.

14. Major curriculum planning and revision.

Evaluation: recognized by the department chairman and the Academic Dean. Recognized by the department, or a written plan with developed materials.

15. Attendance and participation in major professional conventions and workshops.

Evaluation: approved by the department chairman.

16. Effecting major administrative changes in organizational patterns, models, program thrust, within the department or college.

Evaluation: approved by the department chairman.

17. Preparation and implementation of grants from external sources.

Evaluation: program success, measured in terms of cost effectiveness, academic standards, and review by Division Chairperson.

18. Any factors chosen from the Track I list (a-h) which may be found relevant to the candidate's contract.

Evaluation: written documentation.

REFERENCE C

SABBATICAL LEAVE APPLICATION

DATE: _____

NAME OF APPLICANT: _____

DIVISION: _____

SABBATICAL DATE:

BEGINNING: _____

ENDING: _____

1. GENERAL STATEMENT OF PURPOSE:

2. SPECIFIC ACTIVITIES:

3. PERSONAL DEVELOPMENT:

4. BENEFIT TO COLLEGE:

As stipulated by the Collective Agreement, the salary rate for the time requested is _____ full salary; _____ two-thirds salary; _____ one-half salary; _____ other. (Check One)

My present salary is \$ _____ on the basis of _____ months.

My salary upon return from leave will be determined as follows:

Local Association Demand and Return System (internal procedure required by law of local associations with a representation fee)

In compliance with Ch. 477, P.L. 1979, the _____ Association (hereinafter the "Association"), adopts the following demand and return system.

I. Definitions

A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.

B. "Days" means calendar days.

C. "Fiscal year" means September 1 through the following August 31.

D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

E. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.

F. "Political activity" means:

1. the support of a candidate for public office, a political party, or a political action committee;
2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designated to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and
4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

G. "Preliminary rebate" means the result of the following computation:

1. Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.

3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

H. "Final rebate" means the result of the following computation: not more than 30 days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the _____ County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

J. "Regular membership dues, and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

II. Notification of Eligibility for Rebate

A. Not more than 60 days after the representation fee agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

1. whether there is any preliminary rebate and, if so, its amount; and
2. the steps to be taken by a nonmember in order to request a rebate.

B. The Association shall post the notice for a period of not less than 30 days in the same manner as it normally posts notices of interest to members of the negotiating unit or