

PREAMBLE

1 This Agreement is hereby entered into between the Somerset
2 County College Federation, Local No. 2375 AFT, AFL-CIO, hereinafter
3 referred to as the "Federation" and the Board of Trustees of
4 Somerset County College, hereinafter referred to as the "Board for
5 the period beginning July 1, 1978 and ending June 30, 1981."

WITNESSETH

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

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

18 WHEREAS, The Board and the Representatives of the Federation
19 have agreed upon the terms of an agreement between them and have
20 reached certain understandings which they desire to express in
21 this agreement, and

22 WHEREAS, The Board has a statutory obligation, pursuant to
23 Chapter 303, Public Laws of 1963, and S1037 as amended, to negotiate
24 with the Federation as the representative of employees hereinafter
25 designated with respect to the terms and conditions of employment, and

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

28 In consideration of the following mutual covenants, it is
29 hereby agreed as follows:

ARTICLE I - UNION RECOGNITION

1 UNIT

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

12

13

ARTICLE II - DEFINITIONS

14

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

11/29

ARTICLE II (Continued)

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

21 All summer and part-time librarian contracts shall be offered
22 first to full-time librarians at the per diem rate. on a rotation
23 basis as mutually agreed upon by the Director of the Learning Resource
24 Center and the librarians. Sick days accumulated by the librarians
25 shall apply to summer contracts.

1 B. Senior Technical and Teaching Assistants - While
2 the specific duties of these personnel may differ for different
3 departments or divisions, depending upon the purpose and function
4 of the laboratory, their duties generally include the assisting of
5 faculty in teaching laboratory sections and the supervising of staff
6 and student assistants. They are involved in laboratory preparations
7 and maintenance of laboratories. They test experiments and make re-
8 visions as required. For academic preparation of laboratories, they
9 shall be allowed a minimum of two (2) and a maximum of four (4) hours
10 as determined by the appropriate academic dean within their 35-hour
11 work week, including a maximum of 25 lab contact hours. All academic
12 preparation officially assigned shall be accomplished on campus. These
13 personnel work an academic calendar with the exception of the Science
14 Division personnel who may be required to work five days in addition to
15 the academic calendar, split as required, before the start of each sem-
16 ester, and shall be paid at a per diem rate for this period of time.

17 C. Lab Assistants - While the specific duties of these per-
18 sonnel may differ for department or division, depending on the purpose
19 and function of the laboratory, they provide technical support to the
20 ~~teaching~~ faculty in the operation and supervision of the laboratories.
21 These personnel are involved in lab preparation and maintenance of
22 laboratories. They work a 35-hour week including a maximum of 25 lab
23 contact hours. All academic preparation officially assigned shall be
24 accomplished on campus. These personnel work an academic calendar.

1 D. College Nurse - The College nurse is a professional
2 staff member in student affairs, responsible for: (1) the imple-
3 mentation of policies and procedures related to the operation of
4 the College Health Services, including the gathering, evaluation and
5 maintenance of student medical histories and other medically related
6 information; (2) the provision of emergency medical care to members
7 of the faculty, staff and student body. She serves as a referral
8 agent to public and private medical resources and facilities within
9 Somerset County.

10 The College Nurse is appointed to an annual 10-month
11 administrative calendar contract starting on the faculty reporting
12 date to the last working day in June, without academic rank, and with
13 up to 20 days compensatory time off/ ^{for up to 20 days worked} ~~for days worked~~ between June 30
14 and the faculty reporting date, as determined by the Administration
15 in consultation with the College Nurse.

16 E. Counsellors - A counsellor is a professional staff member
17 in student affairs who counsels and advises students on matters of
18 educational, vocational, and personal concern. He/she is appointed
19 to a 12-month administrative calendar without academic rank with one
20 month (22 days) paid vacation, and shall have a work week consisting
21 of 35 hours.

22 While Counsellors are not appointed with academic rank
23 or tenure, they shall have four grades:

24 Counsellor 1

25 Counsellor 2

26 Counsellor 3

27 Counsellor 4

1 The following criteria will be used in every case involving
2 promotion from one counselling grade to another.

3 Counsellor I - Master's Degree in appropriate subject area.

4 Counsellor II - Four (4) years of counselling experience of
5 which three (3) years must have been served at Somerset County
6 College and a Master's Degree plus nine (9) credits beyond a
7 Master's Degree.

8 Counsellor III - Six (6) years of counselling experience of
9 which four (4) years must have been served at Somerset County College.
10 A Counsellor III will be expected to serve a minimum of four (4)
11 years as a Counsellor II. He/she will be required to have a Master's
12 Degree and eighteen (18) credits beyond a Master's Degree.

13 Counsellor IV - Eight (8) years of counseling experience of
14 which five (5) years of this time must have been served at Somerset
15 County College. A Counsellor IV will be expected to serve a
16 minimum of five (5) years as a Counsellor III. He/she must have
17 earned a Doctorate Degree or earned thirty (30) credits beyond a
18 Master's Degree.

19 In addition to the criteria listed above, Counsellors are
20 expected to achieve satisfactory evaluations as detailed in Section
21 VII. Salary increments for promotion from one grade to another
22 shall be four per cent (4%).

23 In order to facilitate staff development, the Administration
24 agrees to provide each counsellor two days release time per semester
25 as scheduled by the Administration in consultation with the
26 Counselling staff.

1 1. The Administration and the Federation agree to
2 establish a committee to review registration and student advise-
3 ment procedures and to report back to the College with new pro-
4 cedures that would include faculty participation. The Committee
5 shall present its recommendations to the Administration and the
6 Federation for approval by the end of the Fall 1978 semester.

ARTICLE III - BOARD AND FEDERATION RIGHTS AND PRIVILEGES

1 A. The Board of Trustees retain and reserve unto themselves and
2 all rights, powers, duties, authority and responsibilities conferred
3 upon and vested in them by the laws and constitutions of the State
4 of New Jersey and the United States of America.

5 B. All other rights powers, authority and perrogatives of manage-
6 ment possessed by the Board of Trustees are retained, except as they
7 are specifically limited by the terms and conditions of this agreement.

8 C. Nothing contained in this agreement shall be construed to limit
9 the freedom of the Board of Trustees or its agents to deal with
10 governmental agencies, external educational associations and profession
11 organizations provided, however, that this dealing shall not repeal,
12 rescind, or otherwise be inconsistent with the terms and conditions
13 of this agreement.

14 D. Duly authorized representatives of the Federation shall be
15 permitted to transact official Federation business and conduct meet-
16 ings on college property at reasonable times.

17 E. Whenever any representatives of the Federation are mutually
18 scheduled by the Federation and representatives of the Board to
19 participate during working hours in meetings such as, but not limited
20 to, negotiations, grievances, conferences, etc., he or she shall suffer
21 no loss of pay.

22 F. The Federation and the Board shall have the right to post
23 notices of concern on faculty bulletin boards. The Federation may
24 use faculty mail boxes for communications to its members and also
25 use College mail services, exclusive of the postage meter.

1 G. The Federation may use College facilities, supplies and
2 equipment such as, but not limited to, typewriters, mimeographing
3 machines, duplicating equipment, calculating machines, and all types
4 of audio-visual equipment at reasonable times when the equipment is
5 not otherwise in use. Payment shall be made periodically for the
6 aforementioned supplies at College cost prices. The Federation shall
7 be liable for damage or loss of equipment used for such purposes,
8 normal wear and tear excepted.

9 H. The Board agrees to furnish to the Federation as soon as
10 possible, upon request to the President of the College, the follow-
11 ing documents:

- 12 1. Approved minutes of Board meetings
- 13 2. Roster of faculty, including salary as adopted by
14 the Board with faculty members; addresses and phone
15 numbers
- 16 3. Last known addresses of former faculty members when
17 requested

18 I. The Federation president shall be assigned a private office.
19 The Board agrees to assign no one else to said office during his/her
20 term as president.

21 J. The Board will deduct from the pay of each member of the
22 bargaining unit from whom it receives written authorization signed
23 by the member to do so, the required amount of monthly dues and shall
24 submit such dues monthly to the Treasurer of the Federation. The
25 Board will also deduct from the pay of each member of the bargaining
26 unit from whom it receives written authorization, deductions for a
27 credit union.

11/29

ARTICLE IV - RIGHTS AND PRIVILEGES OF FACULTY

1 A. Pursuant to the laws of the state of New Jersey, the
2 Board hereby agrees that all faculty members have the right freely
3 to organize, join and support the Federation for the purpose of
4 engaging in collective negotiations and other concerted activities
5 for mutual aid and protection. As a duly appointed body exercising
6 powers granted under the laws of the State of New Jersey, the Board
7 agrees that it will not directly or indirectly deprive, discourage,
8 coerce or harass any faculty member in the enjoyment of any right
9 conferred by the Act or other laws of New Jersey or the constitution
10 of New Jersey and of the United States; that it will not discrim-
11 inate against any faculty member with respect to hours, wages, terms
12 or conditions of employment by reason of his membership in the edera-
13 tion and its affiliates, his participation in any activities of the
14 Federation or collective negotiations with the Board, or his in-
15 stitution of any grievance, complaint or proceeding under this
16 Agreement.

17 B. The provisions of this Agreement shall be applied in a
18 manner which is not arbitrary, capricious or discriminatory and
19 without regard to race, creed, religion, color, national origin,
20 age, sex, marital status, handicapped or veterans status.

21 C. Every reasonable effort shall be made to involve the
22 faculty in the various developmental phases of the College's
25 academic and building programs.

1 D. Faculty members shall not be required to work, teach or
2 perform any other function in unsafe or hazardous conditions, nor
3 to perform tasks which endanger their health or safety. The physical
4 limitations of any room shall not be exceeded.

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

10 F. Vacancies

11 1. Notice of any professional position vacancy at Somerset
12 County College, whether it be administrative or faculty, shall be
13 posted on the faculty bulletin board and on all department/division
14 bulletin boards for one week prior to its publication elsewhere.

15 2. Faculty members who are applicants for such opening
16 shall be notified of the disposition of their application prior to
17 the adoption of the resolution by the Board of Trustees filling
18 such position.

19 G. Admission to Courses

20 1. On a space-available basis, all faculty members are to
21 be granted tuition-free entrance to two courses per semester (credit
22 and/or community service) at Somerset County College so long as there
23 is no conflict with their own assignments as determined by the
24 appropriate dean.

1 2. On a space-available basis, faculty dependents
2 (including husband, wife or children) are to be granted tuition-
3 free entrance ~~at the rate of~~ to three courses (credit and/or
4 community service) per semester at Somerset County College for
5 which they meet entrance requirements.

6 H. Official Announcements

7 The College shall make available to the faculty any official
8 announcements coming to their attention of grants available to the
9 faculty and of new legislation of interest to the faculty, and the
10 Federation shall make available to the Dean of Administrative
11 Services like information.

12 I. Relief from Instructional Duties

13 A faculty member shall only fulfill administrative functions
14 voluntarily. When a faculty member does fulfill administrative
15 functions with the authorization of his/her Dean, he/she shall be
16 granted relief from instructional duties to the extent of the time and
17 effort involved at the mutual agreement of the appropriate academic
18 dean and faculty member.

19 J. Upon his/her written request, the President of the Federation
20 may be provided with copies of all faculty schedules.

21 K. Just Cause Provision - No faculty shall be disciplined,
22 reprimanded, reduced in rank or compensation, or given an adverse
23 evaluation of his professional services without just cause.

24 L. Required Meetings or Hearings - Before the Board or any
25 committee, member, or representative meets with a faculty member

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

7 M. Personnel/Professional Files

8 There shall be two files: a professional file and a
9 personnel file. The professional file shall contain any and all
10 information relative to the individual's teaching competence and
11 performance achievement, research, and contributions of an academic
12 and professional nature as well as official evaluations necessary
13 for reappointment, promotion and tenure. The professional file
14 shall be kept in the office of the appropriate dean. The personnel
15 file shall contain all information regarding terms and benefits of
16 employment as well as material not germane to the professional file.
17 The personnel file shall be kept in the office of the Director of
18 Personnel. No other file shall be kept except for pre-hiring, con-
19 fidential references, E.E.O.C. compliance records, health and in-
20 surance records. A listing of all material maintained separately
21 shall be attached to the personnel file.

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

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

ARTICLE V- ACADEMIC FREEDOM AND TENURE

1 A. Both parties to this Agreement have declared their
2 commitment to sustain the principles of academic freedom which
3 are essential to an environment of learning and are set forth by
4 the American Association of University Professors in its 1940
5 Statement of Principles on Academic Freedom and Tenure, as amended
6 as of December 30, 1977. In addition, the faculty possesses:

- 7 1. Freedom in research and publication
- 8 2. Freedom in the classroom to discuss controversial
9 issues relating to his/her subject
- 10 3. Retention of all of his/her rights as a citizen to
11 free speech and publication. Such rights are not,
12 as such, subject to institutional censorship or
13 discipline.

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

12/8

ARTICLE VI - APPOINTMENT AND RETENTION OF FACULTY

1 A. Appointments to the faculty of Somerset County College shall
2 be made by the Board of Trustees as provided by law.

3 B. When a prospective employee accepts a position at Somerset
4 County College, he shall be provided with a copy of this written
5 Agreement and his individual written contract. The individual
6 written contract shall contain, but not be limited to, the following:

- 7 1. Position description and title
- 8 2. Dates for which employment is effective
- 9 3. The salary rate stated in annual terms as well as
10 a proration, when applicable
- 11 4. The name and address of the employee
- 12 5. Academic rank (where appropriate)

13 C. Initial Hire - At the time of initial hire, credit for
14 previous collegiate teaching experience, equivalent teaching experience
15 other than College teaching, and equivalent business, industrial, or
16 professional experience is granted as determined by the administration.
17 Degrees earned and/or experience should be in subject field or
18 equivalent for which a faculty member is hired.

19 D. A person hired as a full-time faculty member for a portion
20 of an academic year shall be paid a proportionate share of an academic
21 year salary. He shall be afforded full-time faculty benefits of
22 Blue Cross/Blue Shield health insurance, dental insurance and group
23 life insurance only. A faculty member shall not be assigned a full
24 teaching load to be compensated on the basis of a part-time salary
25 schedule.

1 E. A teaching faculty member, ~~XXXXXXXXXXXX~~, and librarian,
2 shall be considered probationary employees until tenure is granted
3 and ineligible to apply for a formal grievance hearing if not re-
4 appointed during the probationary time. ~~XXXXXXXXXXXX~~ Federation
5 members who do not have rank and tenure ~~may exercise the right of a hearing~~ before the President of
6 the College to show just cause for non-reappointment after a fifth
7 or subsequent contract if the ~~XXXXXXXXXXXX~~ Federation member believes
8 that the non-reappointment is arbitrary, capricious or discriminatory
9 The ~~XXXXXXXXXXXX~~ Federation member shall have the burden of proof to
10 show arbitrary, capricious or discriminatory actinn.

11 F. During the term of this contract there shall be no general
12 reduction in staff, except for good cause, such as a reduction in
13 College finances and/or a reduction in student enrollment. In the
14 event of such a reduction tenured bargaining unit members who are
15 retrenched are entitled to reemployment rights as per New Jersey
16 Statue (N.J.S.A. 18 A: 60-3).

ARTICLE VII - EVALUATION OF FACULTY-REAPPOINTMENT, PROMOTION AND TENURE

1 A. Criteria for reappointment, promotion and tenure:

2 The following board and interrelated criteria shall be con-
3 sidered for reappointment, promotion, and tenure. For annual reappoint
4 ment, these criteria are flexible and are meant to serve as general
5 guidelines with the understanding that not all will have to be met
6 each year for reappointment. For promotion and tenure, it is under-
7 stood that each of the general criteria, i.e. (1) effective performance
8 of duties and effective teaching, (2) professional development, and
9 (3) evidence of college contributions and community contributions,
10 must be met. It is also recognized that these criteria, when applied
11 to applications for ~~reappointment~~, promotion and tenure, must reflect
12 individual capabilities and strengths, in that extraordinary strengths
13 in some areas shall compensate for weaknesses in others, making such
14 applications eligible for approval.

15 1. Satisfactory performance of faculty duties and evidence
16 of effective teaching or, in case of non-teaching faculty,
17 satisfactory performance of duties.

18 2. Professional development related to the individual's
19 discipline such as:

20 (a) Successful completion of additional graduate course
21 work in one's academic discipline or related field.

22 In the case of faculty members who have earned a
23 terminal degree in their field, evidence of continued
24 study in that field.

25 (b) Presenting a professional paper or serving on seminars
26 panels at regional or national meetings and seminars,
27 or active committee membership in regional or national
28 professional societies and organizations.

- 1 (c) Publication(s) in recognized journal(s) pertain-
2 ing to a candidate's academic field or publication
3 of a book(s) or monograph(s).
- 4 3. Evidence of college contributions and community contributions
5 which entail faculty involvement in (a) or (b) as listed
6 below:
- 7 (a) On Campus Activities such as,
8 1. College Senate Committees
9 2. Academic Discipline Committees
10 3. College Ad Hoc Committees
11 4. Committees that involve college-wide projects,
12 i.e., Arts Festival, etc.
13 5. Assistance in registration and recruitment
14 activities
15 6. Community oriented programs
16 7. Student guidance, counselling and/or club advising
17 8. Major contributions to the college through adminis-
18 trative or academic leadership.
- 19 (b) Off Campus Activities such as,
20 1. Career advisory committees
21 2. High school visitations
22 3. Work with local school faculty
23 4. Student placement
24 5. Membership and work with community service
25 organizations and/pr County and state agencies
26 and committees
27 6. Development of seminars - e.g., law enforcement

1 7) Guest speaking appearances

2 8) Participation in public awareness programs

3 B. In addition to the general criteria for reappointment,
4 promotion and tenure listed above in section "A" of this
5 article, specific criteria must be met for promotion
6 from one rank to another.

7 Instructor: Master's degree in appropriate subject area. In
8 certain specialized fields, a Bachelor's degree, business, industrial
9 or professional experience may be acceptable as a substitute.

10 Assistant Professor: Four (4) years of college teaching or
11 equivalent experience of which three (3) years must have been served
12 at Somerset County College. A teacher will be expected to serve a
13 minimum of three (3) years service in the rank of instructor; a
14 Master's degree plus 9 credit beyond a Master's degree. In the
15 case of individuals who have earned their graduate credits in doctoral
16 programs that do not offer a Master's degree, a Bachelor degree
17 plus 39 credits shall serve in lieu of the Master's degree plus 9
18 credits. Two (2) or more years of business, industrial or professional
19 experience relevant to the courses taught may be considered by the
20 administration equivalent to the 9 credits beyond a Masters; this
21 experience must have been gained following the receipt of the Master's
22 degree. In specialized fields, nine (9) years or more of business,
23 industrial or professional experience may be considered by the admin-
24 istration the equivalent of the Master's degree and nine (9) credits
25 beyond a Masters.

1 Associate Professor: Six (6) years of college teaching or equi-
2 valent experience, of which four (4) years of this time must have
3 been served at Somerset County College. A faculty member will be
4 expected to serve a minimum of four (4) years as Assistant Professor.
5 Also, the candidate will be required to have a Master's degree and
6 18 credits beyond a Master's degree. Four (4) or more years of bus-
7 iness, industrial or professional experience relevant to the courses
8 taught may be considered by the administration equivalent to 18
9 credits beyond a Master's. This experience must have been gained
10 following the receipt of the Master's degree. In specialized fields,
11 twelve (12) or more years of business, industrial or professional ex-
12 perience may be considered by the administration the equivalent of the
13 Master's degree and 18 credits beyond a Master's.

14 Professor: Eight (8) years of college teaching or equivalent exper-
15 ience, of which five (5) years must have been served at Somerset County
16 College. A faculty member will be expected to serve a minimum of five (5)
17 years as Associate Professor. Also, the candidate must have earned a
18 doctorate degree or earned thirty (30) credits beyond the Master's
19 degree. The Board of Trustees, upon the recommendation of the President,
20 may waive the requirements of the doctorate in specialized fields in
21 which advanced graduate work on this level is unusual or unavailable.
22 Recognized achievement in specialized fields may be accepted in lieu of
23 the doctorate or thirty (30) credits beyond the Master's degree.
24 In equating equivalent experience, the weight given to each year of
25 business, industrial, or professional experience shall be determined by
26 the administration and shall not exceed one-half year of college teaching
27 experience in consideration for promotion.

1 Notwithstanding any other provision of this Agreement, it is mutual
2 understood and agreed that the President of the College may, under
3 extraordinary circumstances, waive the standard requirements for
4 appointment or promotion to any academic rank when the interests of
5 the College require it.

6 C. Materials of Evaluation

7 All evaluation materials should be placed in the faculty
8 member's professional file and a summary listing of the
9 materials should be kept on the file cover. Materials
10 shall include:

11 1. Dean's or Chairperson's Annual Evaluations
12 appropriate administrator
13 The/ ~~Chairperson~~ will prepare a written report and
14 recommendations for each faculty member.

15 2. Peer Evaluation

16 The form of peer evaluation shall be explicit and
17 shall consist of classroom observations and evaluation
18 of teaching materials and methods according to the
19 procedures described in section "F" of this article.
20 Forms and procedures shall be mutually agreed to by
21 the Administration and the Federation.

22 3. Self Evaluation

23 Self evaluations shall be prepared by each faculty
24 member on an annual basis. The self evaluation should
25 consist of evidence of teaching effectiveness, professional
26 development, contributions to the college and community
27 and appropriate service requirements. Also included
here should be records of course and/or program develop

1 4. Student Evaluation

2 Student evaluation shall be conducted with forms and
3 procedures to be agreed upon by the Administration
4 and the Federation.

5 D. Evaluating Bodies and Procedures for Teaching Faculty
6 Committees:7 1. Faculty Committees: Committees of faculty shall be
8 established as follows:

9 a. There shall be one committee for Arts, Humanities,
10 and Social Sciences, one for Science and Mathematics,
11 one for Business, Careers and Technical Programs, and
12 one for Nursing.

13 b. Members shall be elected, one from each academic
14 area (area of a ^{chairperson/} ~~coordinator~~) with one (1) to five (5)
15 full-time faculty, and two from each area with six
16 or more full-time faculty. No more than 1/2 of the
(Faculty in their first
membership will be non-tenured faculty.
17 year of employment are not eligible for membership).

18 c. Term: Two Years

19 d. Responsibilities: Initial review of student, peer,
20 and self-evaluations of each candidate for reappoint-
21 ment, promotion, and tenure. Recommends to appropriate
22 dean and to Professional Standards Committee.

23 e. Faculty members under consideration may not serve,
24 i.e., participate in deliberations when they are
25 candidates.

26 f. Exceptions:

27 1. Student Affairs Division Committee

28 The Division Committee from Student Affairs shall
 be elected by the faculty members of that division.

1 The Committee shall consist of two (2) members
2 to serve a term of two (2) years. They shall make
3 recommendations on promotion and reappointment and
4 tenure where applicable for faculty members in
5 student affairs. Their recommendation shall be
6 forwarded to the Professional Standards Committee
7 and the Dean of Student Affairs.

8 2. Librarian Committee

9 Librarians shall form a committee of tenured faculty
10 in the library who shall make recommendations on
11 promotion, tenure and reappointment. Recommen-
12 dations shall be forwarded to the Professional
13 Standards Committee and the Director of the Learning
14 Resource Center.

15 2. Professional Standards Committee

16 a. Members: Four faculty appointed by the Federation and
17 four members appointed by the President. Deans will
18 serve as ex-officio members, ~~non~~ on-voting, each chairing the
19 committee when his/her faculty are under consideration
20 by the committee.

21 b. Term: Appointed annually

22 c. Responsibilities: Review of all faculty for reappoint-
23 ment, promotion, and tenure, after receipt of recommen-
24 dations from divisional committees. A favorable
25 recommendation will require a ~~three-fourths~~ majority
26 vote. Recommends to the Executive Dean for Academic
27 and Student Affairs.

28 c. Faculty members under consideration may not serve,

1 i.e., participate in deliberations when they are
2 candidates.

3 E. Levels of Review and Recommendations

4 The procedures for reappointment, promotion and tenure shall
5 be as listed below:

- 6 1. Divisional committees shall make recommendations to
7 the Professional Standards Committee and the appropriate
8 dean. Recommendations for reappointment and tenure
9 shall be made by November 21, recommendations for pro-
10 motion shall be made by March 1.
- 11 2. A Professional Standards Committee and the academic
12 dean shall make recommendations to the Executive Dean
13 for Academic and Student Affairs. Recommendations
14 for reappointment and tenure shall be made by December 20
15 Recommendations for promotions shall be made by April 1.
- 16 3. The Executive Dean For Academic and Student Affairs shall
17 make his recommendations to the President of the College.
18 He shall make his/her recommendations for reappointment
19 and tenure by January 15 and he/she shall make
20 recommendations regarding promotion by May 1.
- 21 4. Notice of intent of reappointment or non-reappointment
22 shall be given in writing no later than the last day
23 of February during the first academic year of service
24 and not later than the last day of January for the
25 second and subsequent academic years of service. A
26 faculty member shall have until April 15 to indicate
27 in writing his decision to the President to continue
 or terminate his employment.

1 5. The President shall make his recommendation regarding
2 promotion to the Board of Trustees by the end of the
3 academic year. The Board must act on this recommendation
4 prior to the beginning of the next fiscal year.

5 F. Evaluation Procedure

6 1. Administrative Evaluation: The appropriate administrator
7 shall evaluate each ^{untenured} ~~tenured~~ faculty member ^{every year} ~~once every three (3) years~~ and
8 each tenured faculty member once every three (3) years
9 ~~year~~ prior to the contractual date for reappointment. This
10 evaluation shall include a conference with each faculty
11 member, ~~evaluated prior to and succeeding each evaluation~~

12 2. Peer Evaluation:

13 a. At least one and not more than three (3) teaching ob-
14 servations shall be made of all untenured faculty each
15 semester, for the first two semesters of employment, and
16 once each fall semester thereafter. Two (2) teaching
17 observations shall be made of all tenured faculty once
18 every three (3) years. At least one observer shall be
19 selected by mutual agreement of the academic dean and the
20 candidates. The class to be observed shall be selected by
21 mutual agreement of the observer and the faculty member
22 to be observed. The faculty member to be observed must
23 be given at least five (5) working days notice prior to
24 the observation.

25 b. The observation shall last for one full classroom
26 session. Subsequent to the observation, the observer
 shall submit within three (3) ^{working} ~~year~~ days a written

1 evaluation of the teaching observed on a teaching
2 evaluation form. One copy of the completed evaluation
3 form shall be submitted to the faculty member observed,
4 and one copy each to the candidate's coordinator and
5 academic dean. The dean's copy shall be placed in the
6 candidate's professional file.

7 c. The faculty member observed may, if he/she wishes, sub-
8 mit either before or after the observation, a written
9 statement of his/her plan for the course and for the
10 class observed. This statement will be appended to the
11 evaluation form submitted.

12 d. The faculty member observed may, if he/she wishes, submit
13 a written comment on the evaluation he has received. He/She
14 may also request a conference with the Coordinator or with
15 the appropriate academic dean, and with the observing
16 faculty member, to discuss the evaluation. A statement
17 describing the conference shall then be appended to the
18 teaching evaluation by the division coordinator or
19 academic dean involved. This statement must be signed by
20 all participants in the conference.

21 e. The teaching evaluation form, and all statements appended to
22 it, shall be a part of the professional file of the faculty
23 member observed.

24 f. Any untenured full-time member of the faculty may request
25 further observations of his/her teaching. Such request
26 should be made to the appropriate academic dean who shall
27 within the semester when the request is made schedule the
28 teaching observation requested. Such observations shall be
29 subject to the same conditions described above.

- 1 3. Self-Evaluation : Each member of the faculty shall
2 submit to the appropriate dean a completed self-evaluation
3 form one month prior to the date of annual reappointment.
4 4. Student Evaluations: Student evaluations of classes shall
5 be conducted in at least two classes each semester of all
6 faculty members. For the Fall semester, they shall be com-
7 pleted by November 15; for the Spring semester, they shall
8 be completed by May 1.

9 G. Procedures

- 10 1. Applications for promotion shall be submitted by the faculty
11 member to the Divisional Committee, Professional Standards
12 Committee, and the appropriate dean by February 1. The
13 faculty member must submit along with his/her application
14 a series of specific documentary statements concerning how
15 he/she has fulfilled the criteria necessary for promotion.
16 2. Interviews:
17 Divisional Committees and Professional Standards Committee
18 may request any candidate for reappointment, promotion, or
19 tenure to meet with the committee for an interview. Any
20 candidate may also, upon his/her request, be interviewed
21 by either or both committees.
22 3. Forms: Forms shall be used by each recommending body for
23 reporting its recommendations. Such forms must include
24 the rationale for the recommendations made.
25 4. It is understood that all recommendations are to be
26 confidential.

1 H. The Administration and the Federation agree that the primary
2 institutional benefit of conducting evaluation is to facilitate
3 improvement in instruction and job performance. To accomplish
4 this aim, the Administration commits itself to assist the
5 faculty in correcting weaknesses which may be recognized as a
6 result of the evaluation process. Examples of ways in which the
7 College may satisfy this commitment are: (1) The College's re-
8 imbursement program for graduate study; (2) the provision of
9 professional days for staff development; (3) in-house workshops
10 for improvement of instruction; (4) sabbatical leaves and
11 (5) leaves of absence for professional improvement. The
12 Administration and Federation mutually agree that any faculty
13 development program which affects terms and/or conditions of
14 employment must be mutually agreed upon by the Administration
15 and the Federation. The Administration and the Federation also
16 recognize that evaluations must also perform the function of
17 identifying faculty whose performance does not meet standards
18 necessary for reappointment and tenure.

ARTICLE VIII - SALARY POLICY

1 A. The Board agrees that the initial salary for faculty appoint-
2 ments for the duration of this contract shall not be less than \$8,500
3 for Senior Technical and Teaching Assistants and Lab Assistants, and
4 not less than \$11,000 for teaching faculty, Counsellors and Librarians
5 with no previous academic experience. At the time of initial appoint-
6 ment, credit for previous study and experience shall be granted at
7 the discretion of the administration and shall be used to place the
8 appointee at the appropriate level of academic rank and salary.

9 Salaries shall be increased each year during this contract as follows:
and Counsellor IV

10 Full Professor/\$1,600 per year; Associate Professor and Counsellor III

11 \$1,475 per year; Assistant Professor and Counsellor II \$1,350 per year;

12 Instructor and Counsellor I \$1,250 per year; Senior Technial and

13 Teaching Assistant, Lab Assistant and he College Nurse \$1,100 per year.

14 The salaries for faculty appointments for the duration of this agreement

15 shall not be more than \$15,500 for Senior Technical and Teaching

16 Assistant and Lab Assistant; \$18,500 for Instructor, Counsellor I,

17 and College Nurse; \$23,000 for Assistant Professor and Counsellor II;

18 \$28,000 for Associate Professor and Counsellor III; and \$30,000 for

19 Full Professor ~~and Counsellor III~~

20 B. Faculty members, as defined in this contract, shall be compensat

21 for overload at a rate of \$340.00 per overload hour for the contract

22 year beginning July 1, 1978 to June 30, 1979; \$350.00 per overload hour

23 for the contract year beginning July 1, 1979 to June 30, 1980; and

24 \$360.00 per overload hour for the contract year beginning July 1, 1980

25 to June 30, 1981. This provision shall not apply to Community Service

26 courses.

27

28

29

ARTICLE VIII - SALARY POLICY (Contin'd)

1 C. Pay Days - The Board shall prepare monthly payrolls throughout
2 the year. Faculty members shall be paid one-half of the net amount due
3 them for each month on the fifteenth and the last day of the month,
4 or on th last day of school prior to the fifteenth and last day of
5 the month if the fifteenth or last day of the month should fall on
6 weekends or holidays. Alternatively, faculty can choose ot have their
7 pay divided into twenty equal payments which shall be paid twice a month
8 from September through June with paydays as described above.

9 D. Salary increments for promotion from one rank to another
10 shall be four per cent (4%).

ARTICLE IX WORKLOAD

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

9 B. The normal faculty workload shall be 15 contact hours. To
10 implement this principle equitably, reflecting the diversity
11 of disciplines and methods of instruction in the institution,
12 the following shall apply:

- 13 1. 13-15 contact hours shall put a faculty member in load.
- 14 2. In the case of faculty who teach large groups (as defined
15 in the contract) with discussion classes, 10-12 contact
16 hours and 15 credit hours shall put a faculty member in
17 load.

18 a. If there are less than 10 contact hours and 15 or
19 less credit hours assigned, another section can be
20 added without incurring overload.

21 b. If there are less than 13 contact hours and less
22 than 15 credit hours another section can be assigned
23 in load and for each contact hour in excess of 15
24 hours, compensation will be paid at the contractual
25 rate applied to overload hours instead of credit
26 hours according to the formula:

$$\text{overload hours} = \frac{\text{contact hours} + \text{credit hours}}{2}$$

28 In the formula credit hours shall mean the total
 number of credits of the course assigned to which the

1 the faculty of that discipline based on academic qualifi-
2 cations and experience at the College. Academic qualifica-
3 tions to teach overload courses shall be determined by the
4 administration in consultation with the faculty of the
5 discipline.

6 E. Two evening courses, for credit, per semester shall be
7 considered in load except that every effort will be made to
8 consider personal situations of individual faculty members
9 when assigning evening courses. The administration shall
10 make every effort to rotate these courses on an equitable
11 basis for every faculty member within each division.

12 F. The teaching load during any academic year may be unequally
13 assigned between the two semesters of such academic year if
14 mutually agreed to by the Administration and faculty member.

15 G. Each faculty member shall be assigned no more than 240 students
16 per semester (or in the case of Physical Education faculty,
17 no more than 240 per module). The following definitions
18 shall restrict class size in each category:

19 1. Large Group

20 A large group is one which is beyond class size, and
21 is defined as a group of 38 or more students.

22 2. Class

23 A class is a conventional grouping. The number of
24 students in a class may be from 17 to 37, inclusive.

25 3. Seminar

26 A seminar is a group of fewer than 17 students..

1 4. Independent Study Laboratory

2 The independent study laboratory is a center for audio-
3 visual learning and programmed material, equipped with
4 carrels and technical equipment. Students study prepared
5 instructional material by themselves in this place.

6 5. Laboratory

7 The laboratory is the traditional science laboratory
8 such as used for the teaching of chemistry, physics, and
9 biology. It may also be used for courses in business and
10 data processing and other technical areas. The laboratory
11 contains investigatory and working stations.

12 H. Normal number of preparations for a faculty member will be
13 one to three a semester. If more than three preparations are
14 assigned a maximum of four sections can be assigned in load.

15 I. In the case of licensing programs (Nursing) three hours in load
16 will be the maximum off campus ^{FACILITY} ~~faculty~~ preparation time.

17 J. No more than three sections of English Composition will be
18 assigned to a faculty member each semester. No more than 25
19 students will be assigned to English Composition sections with
20 the following exception: If a faculty member is assigned
21 three sections of English Composition, individual sections
22 may exceed 25 students. However, his/her maximum ^{TOTAL} number of
23 students in those sections shall not exceed 75 students.

24 K. The following provisions completely define the workload for
25 faculty in physical education:

- 1 1. Physical education activities courses (one-credit)
2 shall be assigned 3/4 of a contact hour for each class
3 hour.
- 4 2. Three-credit physical education courses shall receive
5 full contact hour credit.

6 Exceptions to "K"

- 7 1. Four separate preparations for four 3-credit courses
8 will be a complete workload.
 - 9 2. Five 3-credit hour courses, (3 or less preparation) shall
10 constitute a complete workload.
 - 11 3. The teaching load during any academic year or in any
12 semester (where modular courses are taught) may be un-
13 evenly assigned between the two modules or between the
14 two semesters; provided that the teaching load for the
15 semester or for the total academic year may not exceed
16 the teaching load as stipulated in the paragraphs above.
17 The teaching load during any semester may be unevenly
18 assigned between the two (2) modules by the Administration.
19 The teaching load during any academic year may be unevenly
20 assigned between the first and second semesters by mutual
21 agreement between the Administration and the faculty
22 member.
- 23 L. All teaching faculty must schedule at least four (4) office
24 hours each week, not to be scheduled during the college hours.
25 Each faculty member with an overload shall schedule one student
26 conference hour per week for each overload class section. Con-
27 ference hours shall be scheduled to provide maximum convenience

1 sultation with faculty members.

2 M. Co-op Program and Independent Study

3 a. Co-op Program Supervision

4 A faculty member supervising Co-op Program students shall
5 be reimbursed at the rate of $1/5$ x the adjunct ^{CONTRACT} contract
6 hour rate for each student. The maximum number of
7 students assignable to a faculty member for co-op super-
8 vision is ~~25~~³⁰ each semester.

9 b. Independent Study

10 A faculty member supervising students in Independent Study
11 shall be reimbursed at the rate of $1/5$ x the overload rate
12 per credit hour for each student. A maximum of 15 students
13 can be assigned to a faculty member for Independent Study
14 each semester.

15 c. If any faculty member is assigned more than 15 students in
16 ~~either the Co-op Program or in Independent Study courses~~^{more than 7 students}
17 in a semester, he/she may teach at most, one course in
18 overload that semester ^{unless mutually agreed upon by}
^{the faculty & the admin.}

19 N. The Federation President shall have a reduced workload of 20
20 per cent.

21 O. The President of the College and the President of the Federation
22 agree to continue the standing Faculty/Administration Committee
23 established by the previous contract in order to continuously
24 examine the workload of the faculty.

25 P. Exceptions to the above workload formula may be made by the
26 mutual agreement of the appropriate academic dean and the
27 individual faculty member. All such cases will be recorded in
28 the faculty member's personnel file.

ARTICLE X - EDUCATIONAL, INSURANCE AND MISCELLANEOUS BENEFITS

1 A. Educational Benefits

2 A faculty member shall be entitled to reimbursement of tuition
3 for graduate studies equal to fifteen (15) credits in any period be-
4 ginning in September and ending in August, with no more than six (6)
5 credits in any given semester, except that first year personnel will
6 be limited to six (6) credits per year, starting with the second
7 semester of their first year of employment. Reimbursement shall be
8 at the graduate credit hour rate for Rutgers, The State University, or
9 at 60 per cent of the existing rate of the institution the faculty
10 is attending, whichever is the greater amount.

11 All reimbursed courses taken must be in an approved degree
12 program or be related to the individual's work function at the
13 College. Approval to enroll in a reimbursed graduate course must be
14 obtained from the appropriate Dean prior to enrollment. A faculty
15 member shall be reimbursed for one-half cost, at above rate, upon
16 enrollment; remaining portion to be reimbursed upon satisfactory
17 completion of course. A faculty member shall reimburse the College
18 for courses not completed. In no case shall the Board pay for thesis
19 or dissertation continuation. In all cases, it is the obligation of
20 the faculty member to verify that reimbursable courses are not thesis
21 or dissertation continuations.

22 B. Insurance Coverage

23 1. Each faculty member shall receive the right of personally
24 prepaying premiums of all insurances to which he/she is
25 entitled prior to or during any officially approved leave of
26 absence without pay.

1 2. The Board shall maintain one million dollars liability
2 insurance for all faculty members while they are con-
3 ducting official college business. The Board shall in-
4 sure against any civil action that would be brought against
5 any faculty member for any act or omission arising out of
6 and in the course of the performance of his/her duties of
7 his/her office, position or employment.

8 3. The personal insurance coverage accruing to a faculty
9 member shall be that term insurance provided in conjunction
10 with the retirement system through the State of New Jersey.

11 C. Health Insurance

12 1. Each faculty member shall receive, at no cost to the
13 faculty member, full family coverage for eligible de-
14 pendents under the New Jersey State Health Benefits
15 Program (New Jersey Blue Cross/Blue Shield Series 750
16 Program Coverage including Rider J., and Major Medical).

17 2. Each faculty member shall be entitled to reimbursement
18 of up to \$50 for the purpose of obtaining a general
19 physical examination. To obtain the benefit, a faculty
20 member must present a personal reimbursement form and
21 receipt stating that a general physical examination was
22 completed. However, if a faculty member so chooses he/she
23 may skip a year and apply that \$50 to a sum total of up to
24 \$100 for a physical examination in the next year.

1 3. The Board of Trustees shall establish a dental in-
 2 surance program for members of the Federation begin-
 3 ning July 1, 1978 to June 30, 1981. Premium costs
 4 ~~shall be double the present premium costs of the~~
 5 ~~present plan.~~ Premium costs will be borne by the
 6 Board of Trustees. The program shall contain a non-
 7 ~~deductible clause.~~ deductible clause. The Board will ~~XXXXXX~~
 8 ~~to~~ ^{give first preference} ~~XXXXXX~~
 9 ~~XXXXXX~~ a plan which will allow Federation members
 10 to expand coverage to include families (husband, wife
 11 and children) of members of the Federation. Premium
 12 costs, if coverage is available, for families (husband,
 13 wife and children) shall be borne individually by
 14 Federation members.

14 D. Miscellaneous Benefits

15 If the Administration requires a faculty member to
 16 operate his personal motor vehicle in the performance of regular
 17 business of the College, the College shall pay sixteen (16) cents
 18 per mile to cover all motor vehicle expenses, including insurance,
 19 paid by the faculty member. However, before using his personal
 20 vehicle, a faculty member agrees to provide a minimum of five (5)
 21 working days advance notification to reserve a College vehicle.

ARTICLE XI - FACULTY FACILITIES

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

4 B. Telephones - In or near the faculty work areas or offices,
5 telephones will be conveniently placed; however, no attempt will
6 be made to adhere to a fixed ratio of telephones per faculty member.

7 C. Faculty Lounges - There shall be adequate faculty lounges.
8 These should be comfortable and quiet.

9 D. Conference Rooms, Etc. - There will be adequate conference
10 rooms available to the faculty for purposes of departmental meetings,
11 special meetings, and the like.

12 E. Library, Supplies, Equipment, Storage, Special Purpose
13 Rooms - So far as budgetary considerations allow, the Board will
14 attempt to provide adequate space for supplies and storage as well
15 as special purpose rooms and equipment rooms.

16 F. Rest Rooms - Adequate rest rooms shall be provided.

17 G. Special Services - Duplicating, Secretarial, Etc. -
18 The faculty shall be provided with secretarial and clerical assistance.

19 H. The Board shall provide adequate parking facilities
20 exclusively for faculty at no charge.

1 4. It is the intent of the Board to grant a minimum of two
2 and a maximum of four sabbatical leaves during an academic year
3 taking into consideration the budgetary limitations on granting such
4 leaves as well as the professional plans of various faculty members
5 whose superlative and whose past performance, promise and plans for
6 leave are demonstrably superior. At least one of the minimum of two
7 sabbaticals to be granted by the Board each year shall be for one
8 semester, unless the Faculty Sabbatical Leave Committee recommends
9 otherwise.

10 5. Applications from faculty members for sabbatical leaves
11 shall be submitted to a Faculty Sabbatical Leave Committee, with
12 copies to the faculty members, dean/chairperson no later than December
13 1st of the year preceding the academic year for which the sabbatical
14 leave is requested. Applications shall contain a detailed prospectus
15 of the intended activity, including purpose, objectives and plans,
16 and shall explicitly describe how the proposed activity will increase
17 the recipient's value to the College.

18 6. The Faculty Sabbatical Leave Committee shall consist of
19 five (5) members of the tenured faculty, appointed by the President
20 of the College, representing broadly the academic disciplines within
21 the College. The Committee shall evaluate applications for sabbatical
22 leave, shall interview applicants and shall forward to the President,
23 of the College the names of those faculty members whom the Committee
24 recommends for sabbatical leave by January 31. In addition the
25 applicant's deans shall forward their recommends to the President.
26 The President shall make his recommendation to the Board of Trustees

1 and the Board shall act on these recommendations at the regular
 2 February meeting. The decision with respect to the granting or
 3 refusal to grant more than two sabbatical leaves shall be a matter
 4 wholly within the discretion of the Board and such decision shall
 5 not be subject to grievance, except where the procedures stated in
 6 this article are violated.

7 7. The recipient of a sabbatical leave retains such rights
 8 of regular employment as status on salary schedule, retirement, medical
 9 benefits, insurance and tenure. However, he is obligated to return
 10 to continue his employment at the College for at least one academic
 11 year after completion of his/her sabbatical leave and shall be
 12 placed on the salary schedule at the level he/she would have achieved
 13 had he/she remained actively employed during the period of his/her
 14 absence. The recipient may accept a grant, fellowship or similar
 15 monies usually identified with graduate or post-doctoral study, but
 16 employment during sabbatical leave for increased income is incompat-
 17 able with the purpose of this program.

18 8. Recipients of sabbatical leaves shall immediately upon
 19 their return to the College, submit to the President and their Dean
 20 and their colleagues,
 21 a comprehensive written report of such activities and accomplishments
 22 of the leave and its value to the College, ~~XXXXXXXXXXXXXXXXXXXX~~
~~XXXXXXXXXXXXXXXXXXXX~~.

23 B. Leave of Absence (Without Pay)

24 Any faculty member who has been employed at Somerset County
 25 College for at least three (3) full years may apply for a leave of
 26 absence without pay. Application shall be filed with the appropriate
 27 academic dean not later than March 1 preceding the academic year that

1 the leave shall commence. In an emergency situation the faculty
2 member shall make application as soon as possible to the appropriate
3 academic dean. The appropriate academic dean shall review the
4 application and submit it with his recommendations to the President.
5 The President of the College will transmit the application with his
6 recommendations, to the Board of Trustees. Tenure shall not accrue
7 during leaves of absence. A faculty member with a leave of absence
8 without pay of a duration of one or more years shall not be eligible
9 for salary increases while on such leave of absence without pay.

10 C. Maternity Leave

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

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

23 The Administration and Federation agree to review College
24 policy regarding maternity benefits in order to assure compliance
25 with all legal requirements pertaining to this area.

1 D. Death or Illness

2 1. Five days of bereavement leave shall be granted to
3 faculty members in the event of death in the immediate
4 family (natural or surrogate parents, wife, husband, son
5 daughter), and other members of the immediate family
6 living in household.

7 2. All faculty members shall be entitled to 12 days of
8 sick leave per academic year. Such leave will be
9 accumulative to 120 days/^{for use in illness}to be used in subsequent years
10 as needed. The Board may require proof of illness. Upon
11 retirement from the College at age 62 or over, with 15
12 years or more of full time consecutive service at the
13 College, the faculty member shall receive a lump sum
14 payment equal to 25 per cent of the unused portion of
15 his/her accumulated sick leave up to a maximum of 100
16 days, computed at the average per diem rate he/she has
17 earned at the College.

18 E. Professional Days

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

1 **F. Personal Leave**

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

ARTICLE XIII - ADDITIONAL GENERAL CONDITIONS

1 A. Teaching Hours

2 1. Teaching faculty may be scheduled to teach within a
3 Monday through Friday daily eight-hour period except by mutual
4 agreement of the faculty member and the appropriate academic dean.
5 In the event that a teacher is scheduled to teach beyond 6:00 p.m.,
6 within his work load, he will not be scheduled on the succeeding
7 day sooner than twelve (12) hours following the close of his evening
8 class, except by mutual agreement of the faculty member and the
9 appropriate academic dean.

10 2. Tentative teaching assignments shall be issued to all
11 teaching faculty at least three weeks before the beginning of the
12 semester. Faculty may exchange teaching assignments, provided that
13 the transferees are qualified to teach the course, subject to the
14 approval of the appropriate academic dean.

15 3. Faculty members shall be present on campus for all
16 professional duties and obligations, including classes, divisional
17 meetings, faculty meetings, student conference hours, convocations
18 and commencement. Attendance at full faculty meetings and divisional
19 meetings shall be required. Absence from these meetings without
20 written permission of the appropriate administrator shall constitute
21 a loss of work and hence, a docking of pay. The administration will
22 make every effort to hold full faculty meetings upon 72 hours' notice.

23 4. Teaching faculty members shall not be required to be in
24 attendance at the College during Christmas and Spring recess, or on
25 Sunday or during intersession, or at other times when classes are not

1 in session except when required to do so by the calendar except
2 by mutual agreement of the faculty member and the administration.
3 The time of any faculty member during the examination period not
4 required for the administration of examination may be utilized for
5 division meetings, full faculty meetings, committee meetings,
6 Faculty Federation meetings, and course preparation.

7 B. Calendar

8 The academic calendar for teaching faculty for the duration
9 of this Agreement shall be as shown in Exhibit "A". Whenever any
10 holiday falls on a Saturday or Sunday and the State of New Jersey
11 transfers its observance to the preceding Friday or following Monday,
12 than that Friday or Monday shall be considered the holiday for all
13 faculty at the College.

14 C. Attendance at College Functions

15 Faculty members attending those functions for which
16 academic attire is required shall have said attire furnished by the
17 College at no charge. Faculty members must attend certain scheduled
18 functions of the College; these are specified to be convocations and
19 commencement.
20

21 D. Audio-Visual/Book Publications

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

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

1 E. Outside Employment

2 The Federation member recognizes that the Somerset County
3 College is his/her primary employer. Federation members, however,
4 may engage in employment with an outside employer with the understand-
5 ing that his employment shall not interfere with his duties at the
6 College nor shall it represent a conflict of interest with such
7 duties or position. All Federation members shall notify the President
8 of the College of all outside employment.

9 F. Student Grievance

10 Faculty members shall be notified as to the nature of any
11 student grievance prior to an investigation of that grievance.

12 Upon investigation, if the College Administration finds
13 probably cause and the nature of the grievance is not of a serious
14 nature to warrant disciplinary action, the Administration shall
15 attempt to resolve the matter informally. No permanent record
16 shall be kept of such informal investigations or the resolution
17 thereof.

18 However, if the Administration finds probable cause and
19 the nature of the grievance is of a serious nature to potentially
20 warrant disciplinary action, the Administration shall advise the
21 faculty member and the Federation President of the grievance.

22 The College Administration shall investigate the grievance
23 hold a hearing within 30 school days. The last ten (10) school days
24 prior to the hearing, the faculty member shall receive all details
25 available at that time regarding the grievance including the name of
26 the grievant and related details. Additional information brought to

1 light regarding the grievance during the ten (10) days prior to
2 the hearing shall be made available to the faculty member as soon
3 as possible. Following the hearing, the Administration shall make
4 a recommendation to the College President within ten (10) days.

5 G. Class Changes

6 The master class schedule for each semester will be con-
7 structed on the basis of information provided by the several Divisions
8 and Departments. Prior to submitting data, the appropriate academic
9 dean, or his designee, will ask faculty members of his/her unit for
10 suggestions as to the times and locations of classes should be
11 scheduled. Faculty members will have five (5) days (excluding
12 Saturday and Sunday) to submit their suggestions. A faculty request
13 for special consideration will be submitted to the appropriate academic
14 dean or his designee for approval.

15 After the master schedule has been completed and no later
16 than the eighth (8th) day of classes, changes will be made only after
17 the faculty member's request has been approved by the appropriate
18 academic dean.

ARTICLE XIV - SETTLEMENT OF DISPUTES PROCEDURE

1 In the adjustment of complaints and grievances, the Federation
 2 shall be represented by a ^{Grievance}~~Resource~~ Committee selected and designated
 3 by the Federation. Matters involving interpretation, application
 4 or performance of this Agreement shall be taken up as follows:
 5 (note - Definition of a "grievant" - A "grievant" is the faculty
 6 member or faculty members or the Federation making a grievance or
 7 claim.)

8 FIRST STEP - The grievant will first discuss the grievance with his
 9 immediate supervisor with ten (10) working days from the time when
 10 the grievant has knowledge of such facts as would constitute a viola-
 11 tion of this Agreement. At such meeting, the grievant shall be en-
 12 titled to have present a representative of the Federation. If the
 13 grievant and supervisor do not reach an agreement, the matter shall
 14 be reduced to writing within five (5) working days by the grievant
 15 in a letter setting forth the full nature of the claim, the complete
 16 factual basis upon which it is based, and the demand for relief. One
 17 copy shall be sent to the Disputes Committee, one to the supervisor,
 18 and one to the Executive Dean of Administrative and Financial Affairs.

19 SECOND STEP - Within twenty (20) working days after the receipt of
 20 the letter, the Executive Dean of Administrative and Financial Affairs
 21 or his representative shall render a written decision either approving
 22 the grievance and granting the relief requested or rejecting the
 23 grievance and setting forth the reasons for the rejection.

24 THIRD STEP - The Grievance Committee (or the grievant) within twenty
 25 (20) working days of the Dean's decision will notify the Dean in
 26 writing that (he/she) requests binding arbitration to resolve the
 27 grievance as it had been stated in Step I. The procedure after the
 28 receipt of the request for binding arbitration will be as follows:

1 A. The parties shall attempt to choose an arbitrator. In the
2 event that the parties are unable to agree on a mutually acceptable
3 arbitrator within five (5) working days of the institution of the
4 Third Step, the American Arbitration Association shall then be
5 requested to submit panels from which the arbitrator shall be
6 selected.

7 B. The College and the grievant shall bear the expense of
8 its own legal and special representatives; the expense of the
9 arbitrator and the cost of the meeting room shall be borne equally
10 by the College and the grievant.

11 C. Jurisdiction of the arbitrator shall be according to the
12 terms and conditions set forth in the rules of the American
13 Arbitration Association.

14 D. Matters reserved by statute or regulation to the Board of
15 Trustees shall not be subject to arbitration.

16 E. The award of the arbitrator shall be final and binding on
17 both parties if rendered pursuant to the rules prescribed by the
18 American Arbitration Association..

19 F. The award of the arbitrator shall be implemented within
20 twenty (20) days from the date of the decision or sooner depending
21 on the nature of the issues involved.

22 G. In the event a grievance is filed fifteen (15) days prior
23 to commencement, the grievance shall be filed directly to Step Two
24 and a response to the grievance shall be made within five (5)
25 working days.

26 H. Both parties agree that at least one week prior to any
27 arbitration, that each side will furnish to the other, a list of
28 all witnesses, copies of all writings, documents and correspondence
29 which may or will be presented at the arbitration hearing.

ARTICLE XV - APPLICATION OF PROVISIONS OF AGREEMENT

1 A. Copies of this Agreement shall be reproduced by the Board
2 in pocket form and indexed and distributed to all faculty members
3 now employed.

4 B. If any provision of this Agreement or any application of
5 this Agreement to any employee or group of employees is held to be
6 contrary to law by a court of competent jurisdiction, then such
7 provision or application shall not be deemed valid and subsisting,
8 except to the extent permitted by law, but all other provisions or
9 applications shall continue in full force and effect.

10 C. No-Strike Clause

11 The Federation agrees that it will refrain from any strike,
12 work stoppage, slowdown, or other job action and will not support
13 or condone any such job action. The Board of Trustees agrees that
14 it will refrain from locking out Federation members.

15 D. Understanding Clause

16 This Agreement incorporates the entire understanding of
17 the parties on all matters which have or could have been subject of
18 negotiations, whether or not within the knowledge or contemplation
19 of either or both of the parties at the time they negotiated or
20 evaluated this Agreement.

21 E. Successor Agreement

22 The employee representative may present negotiating demands
23 no earlier than October 17, 1980. A response from the employer must
24 be given no later than November 17, 1980, at which time a meeting
25 will be held.

ARTICLE XVI - DURATION OF AGREEMENT

1 = This Agreement shall be effective for the period commencing
2 July 1, 1978, and continuing through June 30, 1981 and shall
3 continue from year to year thereafter unless either party shall
4 give written notice to the other not later than October 1, 1980,
5 of its intention to terminate, modify, amend or supplement this
6 Agreement. No later than November 17, 1980 the parties hereto
7 shall commence negotiations having for their purpose the settlement
8 of the issue raised by such notice.

BOARD OF TRUSTEES



Chairman

Witness

Date

FACULTY FEDERATION



President, Faculty Federation



Witness

Date

EXHIBIT "A"

ACADEMIC CALENDAR 1978 - 1979

FALL SESSION, 1978

SPRING SESSION, 1979

August 31	Reporting date (new faculty and returning faculty)	January 15	Reporting date - faculty
September 4	LABOR DAY - NO CLASSES	January 17	First day of classes
September 5	First day of classes	January 24	Final day for late registration and/or for changes in registration/courses
September 12	Final date for late registration and/or changes in registration/courses	January 30	Final day for drop or withdrawal without having courses on permanent record
September 18/18	Final day for withdrawal without having courses on permanent record	February 19	Washington's Birthday (no classes)
October 9	Columbus Day (no classes)	February 26 -	Winter recess
October 30 -	Mid-term performance reporting period	March 4	
November 3		March 5	Classes resume
November 10/3	Final date for withdrawal or dropping courses without receiving a final semester grade of "WP" if failing a course at time of withdrawal or drop	March 12-16	Easter Recess
November 22	Thanksgiving recess begins after last class	March 19-23	Mid-term performance reporting period
November 27	Classes resume after Thanksgiving	March 30	Final date for withdrawal or dropping courses without receiving a final semester grade of "WP" if failing a course at time of withdrawal or drop
December 7	Last day for drop or withdrawal	April 3	
December 14	Last day of classes	April 12-16	Easter Recess
December 15-16	Final Exams	April 17	Classes resume after Easter
December 18-22		April 24	Last date for drop or withdrawal
		May 8	Last day of classes
		May 9-12,	Final Exams
		14-17	
		May 20	Commencement

ACADEMIC CALENDAR 1979-1980FALL SESSION, 1979SPRING SESSION, 1980

September 4	Reporting date (new faculty and returning faculty)	January 17	Reporting date -- faculty
September 5	First day of classes	January 21	First day of classes
September 12	Final date for late registration and/or changes in registration/courses	January 28	Final day for late registration and/or changes in registration/courses
September 19/8	Final day for withdrawal without having courses on permanent record	February 4 ³	Final day for drop or withdrawal without having courses on permanent record
October 8	Columbus Day (no classes)	February 18	Washington's Birthday
October 29- November 2	Mid-term performance reporting period	March 5-9	Winter Recess
November 8/3	Final date for withdrawal or dropping courses without receiving a final semester grade of "WF" if failing a course at time of withdrawal or drop	March 10	Classes resume
November 21	Thanksgiving recess begins after last class	March 17-21	Mid-term performance reporting period
November 26	Classes resume after Thanksgiving	March 28	Final date for withdrawal or dropping courses without receiving a final semester grade of "WF" if failing a course at time of withdrawal or drop
November 30/24	Last day for drop or withdrawal	April 3-7	Easter recess
December 13	Last day of classes	April 8	Classes resume after Easter
December 14-15, 17-21	Final Exams	April 22	Last date for drop or withdrawal
		May 6	Last day of classes
		May 7-10, 12-14	Final Exams
		May 18	Commencement

EXHIBIT "A" - 2
ACADEMIC CALENDAR 1980-81

FALL SESSION, 1980.

September 2 Reporting date (new faculty and returning faculty)

September 4 First day of classes

September 11 Final date for late registration and/or changes in registration/courses

September 26/17 Final day for withdrawal without having courses on permanent record

October 13 Columbus Day (no classes)

October 27-31 Mid-Term performance reporting period

November 7/12 Final date for withdrawal or dropping courses without receiving a final semester grade of "WF" if failing a course at time of withdrawal or drop

November 26 Thanksgiving recess begins after last class

December 1 Classes resume after Thanksgiving

December 1 Last day for drop or withdrawal

December 15 Last day of classes

December 16-20 22-23 Final Exams

SPRING SESSION, 1981

January 20 Reporting Date - faculty

January 22 First day of classes

January 29 Final day for late registration and/or for changes in registration/courses

February 5/7 Final day for drop or withdrawal without having courses on permanent record

February 16 Washington's Birthday (No classes)

March 4-8 Winter Recess

March 9 Classes resume

March 16-20 Mid-Term performance reporting period

March 27-29 April 11 Final date for withdrawal or dropping courses without receiving a final semester grade of "WF" if failing a course at time of withdrawal or drop

April 16-20 Easter recess

April 21 Classes resume after Easter

April 21 Last date for drop or withdrawal

May 5 Last day of classes

May 6-9 11-13 Final Exams

May 17 Commencement

December 20, 1977

Memorandum of understanding between the President of the College and the President of the Faculty Federation regarding the draft of the proposed contract for 1978-81.

Clerical Corrections

1. Article IV, Page 3, Line 3 - Eliminate "at the in-county rate".
2. Article VII, Page 9, Line 7 & 8 - Should read: shall evaluate each untenured faculty member once every year and each tenured faculty member once every three years prior to the contractual date for reappointment.
3. Line 10 - Eliminate: evaluated prior to and preceding each evaluation
4. Article VIII, Page 1, Line 19 - Add: and Counsellor IV
5. Page 2, Line 2 - Add: D. Salary increments for promotion from one rank to another shall be four per cent (4%).
6. Article IX, Page 4,, Line 16 - Change: faculty to facility
7. Line 22 - Insert: Total after maximum
8. Page 5, Between lines 5 and 6 - No. 3 - a normal work load shall be 15 equivalent contact hours.
9. Page 6, Line 5 - Change: contract to contact
10. Line 8 - Change: 15 to 30
11. Lines 15-18 - Should read: if any faculty member is assigned more than 15 students in Coop Programs or more than 7 students in independent study courses in a semester, he/she may teach at most, one course in overload that semester unless mutually agreed upon between faculty member and his/her appropriate administrator.