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AGREEMENT - PREAMBLE

PREAMBLE

This Agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to the provisions of N.J.S.A. 18A:64A-1 et seq, hereinafter called the "Board" and the Middlesex County College Faculty Union, Local 1940, AFT (AFL-CIO), formerly known as the Faculty Organization of Middlesex County College, Local 1940, AFT (AFL-CIO), hereinafter called the "Union."

Witnesseth:

WHEREAS, the parties heretofore through negotiations in good faith have reached agreement on salaries, terms and conditions of employment and grievance procedures, and desire to execute this contract covering such agreement:

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

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to salary, fringe benefits, grievance procedure, and those conditions of employment covered by this Agreement for all full-time bargaining unit members hereinafter referred to as "members" employed by the Middlesex County College Board of Trustees, but excluding Department Chairpersons, the Director of Admissions, the Director of Student Activities, the Registrar, Assistants to the Deans of Administration, managerial executives, supervisors as defined in the Act, office clerical employees, craft employees, and police officers.
- B. Local 1940 AFT recognizes the Board's rights, duties, and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state, and federal laws. Except as otherwise limited by an expressed provision in this Contract, the College reserves and retains, whether exercised or not, all lawful rights, powers and prerogatives of public management.
- C. The Union and the Board agree to exchange contract renewal proposals and begin negotiations or or before February 15th of the year in which the contract expires.

ARTICLE II RIGHTS OF THE UNION

- A. The Union may use College building facilities for meetings provided that such use shall not interfere with nor interrupt normal College operation, and subject to agreement by the administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on College property, provided that this shall not interfere with nor interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.
- C. The Union may post notices and other materials relating to Union activities on College bulletin boards, subject to the following regulations: All material posted must include a removal date, the name of the responsible party, and must be no larger than 14"x22". The Union may make reasonable use of the College mailing services, exclusive of the College postage meter, and the bargaining unit members' mailboxes.
- D. The Board agrees to furnish to the Union, as soon as possible, upon request to the President, the following documents:
 - Annual Financial Reports
 - Annual Audits
 - Adopted Budgets - as of the date of formal adoption by the Board of Trustees and prior to transmission to the Board of School Estimate, and as approved by the Board of School Estimate
 - Payrolls of bargaining unit members covered by this Agreement
 - Minutes of meetings of the Board
 - Last known addresses, per College records, of the bargaining unit members covered by this Agreement
 - Roster of members including names, addresses, and telephone numbers
 - Emergency Evacuation Plan

The College will supply the Union with a list of names and budget codes, grouped by department, of all tenured, tenure-line, one-year only and one-semester only bargaining unit members who receive the first paycheck of the Fall and Spring terms no later than one week following the distribution of said paycheck.

- E. The Board further agrees to provide to the Union such information, through the President, as may be reasonably required and requested by the Union to process any grievance under this Agreement or to negotiate subsequent Agreements.

ARTICLE II (continued)

- F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it, or to provide such information in any form other than that in which it would be normally provided by the Board or College administration, nor prior to the time it would normally be provided.
- G. North Hall, Room 108, shall be deemed the official office of Local 1940, AFT. No bargaining unit member shall be assigned to this office. The Union may install necessary equipment owned by it, in said office.
 - 1. Within the term of this Agreement, the Union shall have the right to purchase from the Board any office equipment which is about to be replaced at a price equal to the trade-in value of said equipment.
 - 2. The Union will have access to the duplicating equipment in the administration building at times when the machine is not being used by the staff. The Union agrees to provide its own paper and material.
- H. It is hereby mutually agreed that the areas of bargaining unit members' salaries, terms and conditions of employment and grievance procedures are outside the province of the College Assembly.
- I. Upon request of the Union, the Board shall consult with the Union on matters of mutual concern.
- J. The Union President shall be entitled to speak at any public Board meeting immediately following the completion of committee and other official reports.
- K. The Union President shall have a load reduction of six (6) contact hours per semester. An additional load reduction of six (6) hours in the spring semester shall be assigned to the Union to be divided between no more than two (2) persons designated by the Executive Council of the Union. The two persons designated by the Union for reduced load in the spring semester shall each have a maximum of twelve (12) contact hours.

If the Union designates one person for the reduced load in the spring semester, the individual shall have a maximum load of nine (9) contact hours. If the individual(s) involved is a nonteaching member, a contact hour shall be deemed the equivalent of two (2) working hours a week.

The Union President and the individual(s) who receive the reduced load shall not suffer any loss in pay or full-time status. All load reductions granted to the President and Union members shall be

ARTICLE II (continued)

covered by adjunct faculty for courses within the Division in which the load reductions occur. Said adjunct hours shall not be subject to Article X. The Union agrees to notify the Board sixty (60) days before the start of classes of the Union members who are to be assigned reductions and the specific contact hour reduction assigned to the members for scheduling purposes.

- L. The Board will deduct from the pay of each member of the bargaining unit, from whom it received written authorization signed by the member to do so, the required amount of monthly Union dues. The dues and a list of employees from whose pay they have been deducted shall be forwarded to the Treasurer of the Union not later than ten (10) days after such deductions have been made.

ARTICLE III RIGHTS OF BARGAINING UNIT MEMBERS

- A. It is hereby mutually agreed that each nontenured member of the bargaining unit shall be evaluated at least twice annually; and that each tenured member of the bargaining unit shall be evaluated at least once annually; and that a copy of a written report of each such evaluation shall be furnished to the bargaining unit member within fourteen (14) days. All bargaining unit member evaluations performed by supervisory personnel will be discussed with the bargaining unit member and signed by him/her acknowledging discussion prior to being placed in his/her file. Any such material may be answered by the bargaining unit member, and any such answer shall be attached to the evaluation in the file. No file shall be kept to which the member may not have access if the material therein refers to him/her, and he/she may obtain copies of all such material. Exceptions to the above shall be:

- (1) Any material predating his/her date of employment with the College.
- (2) Any material originating with the bargaining unit member.
- (3) Any material a copy of which has previously been made available.

- B. Classroom Observations:

- (1) Classroom observations shall be used for the purpose of improving instruction and to aid in determining whether a bargaining unit member may be promoted or retained. The observation shall be conducted within each department by the department chairperson.
- (2) A bargaining unit member may also be observed by a peer of the bargaining unit member chosen by the Union. The peer shall be from the same department or related discipline.

ARTICLE III (continued)

The report of the peer observation of the bargaining unit member shall be attached to that of the chairperson; and in the event the bargaining unit member is recommended for promotion, the peer report shall be attached to said recommendation to be reviewed by Dean, Vice President, and the President, in turn.

- (3) Classroom observations must be based on observable instructional criteria provided in advance by the department chairperson.
- (4) Classroom observations of nontenured members of the bargaining unit shall take place twice annually, those of each tenured member at or below the level of Assistant Professor shall be once annually, those of each tenured Associate Professor once every two (2) years, and those of each tenured Professor once every three (3) years. In the case of tenured bargaining unit members, notification will be provided at least three (3) working days in advance of each visit.

In the event there is cause to warrant an observation of a tenured bargaining unit member without notice to said bargaining unit member, the Union shall be so notified of the intent to observe and the cause for said observation at least two working days prior to said observation.

The Union may confidentially provide a peer to accompany the supervisor. The peer may also file a report of the observation.

Further observation visits for cause may be made by academic supervisors. In the event such further visits are made, the Union shall be notified at least three (3) working days in advance before each visit is made, and the supervisor shall make a report of the visit. A copy of the report shall be filed with the Union. The bargaining unit member may request that the Union select a peer to accompany the department chairperson at this additional observation. A department chairperson shall honor requests for additional classroom observations.

Observations by administrators of any bargaining unit member shall be limited to four (4) consecutive hours per observation.

- (5) The observation reports must contain a conclusive statement, either positive or negative, of the classroom observation. In the event the department chairperson's evaluation is negative, a follow-up observation will be made by the department chairperson. The department chairperson will notify the bargaining unit member of the date and time of the follow-up observation at least three (3) working days in advance. The bargaining unit member may request that the Union select a peer to accompany the department chairperson at this follow-up observation. If the Union cannot schedule a peer within the original three (3) days, then the observation may be postponed by no more than an additional three (3) working days from the date of the proposed follow-up observation.

ARTICLE III (continued)

- (6) A copy of a written report of each observation shall be furnished to the bargaining unit member within fourteen (14) days.
- (7) All classroom observations performed by department chairpersons shall be discussed with the bargaining unit member and signed by him/her acknowledging discussion prior to being placed in his/her file.
- (8) Any classroom observation may be answered by the bargaining unit member within fourteen (14) days of signature by the bargaining unit member, and such answer shall be attached to the evaluation in the file.
- (9) A bargaining unit member may request that the peer classroom evaluation be placed in his/her file.
- (10) A bargaining unit member may place in his/her official college file any material that is relevant to his/her employment at the College provided, however, that such bargaining unit member shall, within a week, send notice to the department chair and the dean of the division indicating the subject of the materials placed in the file.

C. Preference for Adjunct Positions:

- (1) Members of the bargaining unit shall have preference for adjunct teaching positions during the fall and spring semesters to the extent of two (2) courses, one or two of which may be scheduled between 8:00 a.m. and 5:30 p.m., Monday through Friday; during the winter session to the extent of two (2) courses; and in the summer to the extent of three (3) courses. Said preference shall include those courses offered for credit or credit equivalent in any administrative or academic unit of the College.

A bargaining unit member's load shall not exceed a maximum of eight (8) contact hours per fall and spring semester and winter intersession, nor exceed a maximum of twelve (12) contact hours during the summer unless agreed upon by the member and the appropriate administrative officer of the College.

Before any bargaining unit member is granted a second or third course, each bargaining unit member in the department requesting courses shall be granted one (1) course or two (2) courses as applicable.

All reasonable attempts shall be made for an equitable distribution of contact hours. It is recognized by the parties that the preference for the summer includes the summer of 2012 and extends beyond the contract expiration date and is not subject to the restrictions of Article XI.

- (2) Irrespective of the other established rates, members of the bargaining unit shall receive the following rates per contact hour: Summer, Fall, Winter Intersession, and Spring semesters 2008-2009--\$910; 2009-2010--\$910; 2010-2011--\$910; 2011-2012--\$910.

If the standard rates paid to outside faculty for adjunct services exceeds the above rate as outlined, bargaining unit members shall be paid said higher rate.

For the purposes of this section, contact hour shall be deemed equivalent to fourteen fifty-five minute sessions of instructional activity.

- (3) This provision in no way grants recognition to the Union as collective bargaining representative of the adjunct faculty.
- (4) Upon retirement, retired bargaining unit members evaluated as maintaining currency in their field and competency to withstand the rigors of classroom teaching, will be extended preference for adjunct teaching as stipulated for present bargaining unit members in Article III C (1); said preference shall apply only after satisfying preference for incumbent bargaining unit members.

Retired members of the bargaining unit who teach courses offered by any academic or administrative unit of the College shall be compensated at the current rate for adjunct teaching for members of the bargaining unit.

- (5) Appropriate administrators shall send out requests for volunteers for available credit and credit equivalent adjunct teaching assignments in their respective divisions to S.S.I.R. bargaining unit members at the same time they send out such request for teaching bargaining unit member volunteers.

D. Bargaining unit members shall not be required to work in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety.

E. Assignments:

- (1) A bargaining unit member will not be assigned in an area in which he/she lacks preparation, except in cases where the bargaining unit member, the administration, and the Union agree this could be to the mutual advantage of the bargaining unit member and the College.
- (2) Any bargaining unit member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges he/she would have had if he/she had continued in the bargaining unit member status without interruption.

F. Voice or Image Reproduction:

Under no circumstances will audio or videotapes or computer programs be used to reduce the number of teaching positions existing at the College in May, 1988, exclusive of any one-semester only contracts or to deprive any present bargaining unit member of his/her teaching position.

It is understood and agreed that audio/videotapes, computer programs or other audio/tutorial devices may be used on the campus in 2008-2012. It is also understood that large lecture sessions may be scheduled and that various other scheduling techniques may be used to maximize the benefits of advancing technology.

Before any change is made with respect to the present approach or methods of teaching a significant part of a course utilizing voice or image reproduction, including the utilization of large lecture sessions using voice or image reproduction, it shall be reviewed by a committee consisting of four (4) bargaining unit members appointed by the Union, four (4) administrators appointed by the Vice President for Academic Affairs, and the Dean of the division involved, who shall chair the committee.

It shall be the duty of said committee to investigate the proposal and to determine whether or not the proposed use of voice or image reproduction to teach a significant part of a course would reduce the number of teaching positions existing at the College in May, 1988, would deprive any bargaining unit member of his/her teaching position, or would in any way modify or alter the terms and conditions of this Agreement, and upon the committee's determination, the aforesaid proposed method of teaching a course should or should not be recommended to the Vice President for Academic Affairs for his/her implementation.

If the committee, by a two-thirds (2/3) majority vote, recommends implementation to the Vice President for Academic Affairs, the proposal may be implemented, and if the proposal fails to gain the two-thirds (2/3) majority vote, the proposal shall not be implemented within the term of this Agreement, nor shall the proposal be initiated by nonbargaining unit members. The decision of the committee shall be final and binding upon Union and Board for the term of this Agreement.

When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the bargaining unit member shall negotiate all terms and conditions involved in the production thereof, and the bargaining unit member shall have the right to be represented in the negotiations by an internal or external representative. The bargaining unit member shall be given

ARTICLE III (continued)

the copyright ownership, and may, on his/her own initiative, and assuming complete individual legal responsibility, market the individual program. The Board maintains the right of usage for the educational programs sponsored by the College for a period of three (3) years in return for the use of College time and equipment. In the event either the Board or an individual bargaining unit member initiates a request for a tape to be made, a duplicate copy of such request shall be forwarded by the Board to the Union.

Tapes and computer programs referred to above include only those involving material created by the bargaining unit member or including his/her voice or image thereon.

Bargaining unit members may make audio/videotapes or computer programs for any educational programs at Middlesex County College at any time convenient to them, subject to the availability of facilities and supportive staff.

No bargaining unit member shall be obligated by an administrative directive to use any particular method or approach to teaching in his/her assigned course provided that the teaching bargaining unit member follows the stated course objectives.

The above committee shall be convened at the request of any bargaining unit member within ten (10) days of the request. In the notice, the bargaining unit member shall state his/her belief that the proposal may reduce the number of teaching positions existing at the College in May, 1988, may deprive a bargaining unit member of his/her teaching position, or may modify or alter the terms and conditions of this Agreement, and the reasons thereof.

In case of the absence of any member of the committee for any reason whatsoever, the Union or Board will select an alternate to attend said meeting.

G. Academic Freedom:

Members of the bargaining unit shall be guaranteed academic freedom.

H. Members' Schedule of Classes:

- (1) To the maximum extent possible, teaching bargaining unit members' schedules shall be arranged so that bargaining unit members fulfill their work load commitments in four (4) days, except when a bargaining unit member requests a five (5) day schedule or when a class meets five (5) days per week. Preference for such four (4) day schedules shall be given on the basis of seniority within subject matter areas if it is not possible to give such schedules to all members. When a bargaining unit member must fill his/her full-time load on weekends,

ARTICLE III (continued)

in accordance with Article X herein, work on each of those days shall count as a workday in arriving at a four (4) day, or at a maximum five (5) day schedule. The Union shall have the right to review a draft of the master schedule during the week prior to submission to the printer. Nothing herein shall preclude the possibility of a three (3) day teaching schedule.

- (2) Programs shall be issued to 95% of the teaching bargaining unit members at least three (3) weeks before the beginning of each semester, subject to change for unforeseeable reasons. Bargaining unit members shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the department chairperson.
- (3) Teaching bargaining unit members shall not be required to be present at the College on days when they do not have teaching assignments, except as otherwise required by this Agreement.
- (4) Teaching bargaining unit members shall not be required to be in attendance during winter and spring recess, or on public holidays or during intersession, or at other times when classes are not in session, except when required to do so by the calendar.
- (5) The President of the Union shall be permitted to check all bargaining unit members' schedules in the Office of the Vice President for Academic Affairs within three (3) days of the date they are issued to the bargaining unit member.
- (6) In cases where any course had not been taught within three (3) years by the bargaining unit member, the bargaining unit member shall receive not less than sixty (60) days notice of this assignment unless the course is an introductory course that the bargaining unit member agrees is within his/her field of specialization, in which case thirty (30) days notice is required.
- (7) Commencing with the 1981-82 academic year, all newly hired tenure track teaching bargaining unit members employed may be assigned to teach courses outside the span defined in Article IX K in any academic or administrative unit of the College as part of their full-time teaching load.

A bargaining unit member assigned such courses under this Article shall suffer no diminution in salary or benefits.

The administration will make its best efforts to assign courses to bargaining unit members so that the seven (7) hour span is maintained. In no case shall the span be more than ten (10) hours.

ARTICLE III (continued)

I. Vacancies:

- (1) Notice of all professional position vacancies, whether bargaining unit or administrative, shall be circulated to bargaining unit members by posting on at least one bulletin board in each building where bargaining unit members have their offices, prior to its publication elsewhere. Copies of all such vacancies shall be maintained on an updated basis in the Human Resources Office for dissemination to the Union.
- (2) All bargaining unit members who are applicants for such openings shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.
- (3) If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to the rank and/or pay of the newly-hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.

J. Outside Activities:

Any lawful activity by any member of the bargaining unit shall not affect in any way his/her employment with the institution, nor shall he/she be subject to reprimand therefore. This Article shall not be interpreted to be in conflict with Article III, P.

K. Admission to Courses:

- (1) Bargaining unit members are to be granted tuition and fee-free entrance to any class on a credit or audit basis at Middlesex County College so long as there is no conflict with their own assignments. However, should any portion of a course fee relate to a direct per-student charge to the College, that portion of the course fee will not be waived.
- (2) Bargaining unit dependents (including husband or wife, civil union partner, children or legally adopted children or other related members of the household) are to be granted tuition-free entrance to any class on a credit or audit basis and summer camps at Middlesex County College for which they meet entrance requirements.
- (3) Retired bargaining unit members and their spouse and dependent children (as defined and accepted under Federal tax law) are to be granted tuition-free entrance, up to six (6) credits per semester and twelve (12) credits per fiscal year, to any class on a credit basis at Middlesex County College provided course prerequisites are met.

ARTICLE III (continued)

A retired bargaining unit member is an individual with at least ten (10) years of service at Middlesex County College and is at least 55 years of age when she/he voluntarily severs full-time employment, or mandatorily retires from full-time employment, or is retrenched from full-time employment from the College in accordance with NJAC (9:4-5.1-5.9) and NJSA 18A:60-3 and who is not actively working for Middlesex County College as a regular full-time bargaining unit member.

This definition will prevail in the Agreement except as defined by statute or regulation or as defined for particular purposes in other provisions of the Agreement.

- (4) The College reserves the right to limit tuition waiver enrollments for unit members and dependents in non-FTE generating courses in cases where additional waiver enrollments would preclude the possibility of meeting instructional faculty and/or staff salaries directly associated with the course. If the waiver limit is enforced, the Union will be notified.
 - (5) In the event the course(s) does not generate FTE support, the College will waive tuition charges only up to \$225.00 per course. Any additional tuition charges must be borne by the bargaining unit member in accordance with the College's tuition payment policies and procedures. These additional charges will be waived if the bargaining unit member is on an approved Sabbatical Leave of Absence.
 - (6) If a tenured bargaining unit member (or bargaining unit member without academic rank as defined by Article V B (12) of the Agreement) dies while employed by Middlesex County College, his/her dependents (spouse and/or legally dependent children) shall be granted tuition free entrance to any credit or credit equivalent course on a credit or audit basis at Middlesex County College for which s/he meets the entrance requirements. Use of such benefit must begin by eligible dependent children by the time they reach age twenty (20) and be completed within four (4) years from the time they begin availing themselves of this benefit. The spouse must begin and complete utilization of this benefit within six (6) years from the date of death of the bargaining unit member.
- L. A bargaining unit member shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such bargaining unit member until such representative of the Union is present. Such Union representative shall be provided within seventy-two (72) hours of demand. The Union representative may participate in any aspect of such meeting.
- M. If a member of the bargaining unit wishes to initiate a discussion with any supervisor relative to rights under the contract, he/she shall be entitled to have present and be represented by a representative of the Union.

ARTICLE III (continued)

- N. Bargaining unit members may request a change in the time and location of a class. Such request shall be directed to the department chairperson who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available at the proposed new time and with the students as to whether or not they all concur.
- O. When a majority of those teaching a particular subject determine that it would be better taught in two (2) seventy-five (75) minute periods than in three (3) fifty (50) minute periods, and if the department chairperson, and the Dean and Vice President for Academic Affairs concur, the subject shall be scheduled accordingly.
- P. Any member of the bargaining unit may be employed by others, or himself/herself, conduct a business or profession off campus. However, no bargaining unit member will engage in any outside employment that:
- (1) Occurs at a time when the employee is expected to perform his/her assigned duties.
 - (2) Impairs his/her educational effectiveness at Middlesex County College.
 - (3) Constitutes a conflict of interest such as: acting as an outside vendor with the College, soliciting business or clients in a classroom or on campus, misusing the College name or seal to promote his/her private interest.
- Q. Offices and Other Facilities:
- (1) The Board shall provide secure adequate office space and equipment for each bargaining unit member. Adequate equipment shall include one desk, one file cabinet, one bookcase, one desk chair, and one visitor's chair. Adequate space shall be defined as the space required to house and to use the furniture enumerated herein. In addition to the above, each bargaining unit member's office shall be equipped with an intercom telephone; which telephone shall be bridged to a switchboard extension.
 - (2) The Board is committed to providing adequate lighting, heating, air conditioning, and air quality in every facility in which a bargaining unit member is required to work, in accordance with applicable codes and regulations.
- R. The Board shall provide two-way telephones in the classroom areas, and the Board and the Union shall agree, in writing, on the location of these telephones.
- S. The Board shall provide classroom space and supplies for each bargaining unit member at the inception of the semester or as appropriate, including:
- (1) Copies, exclusively and permanently for the bargaining unit member's general use, of all texts used in each course he/she is to teach, if not available gratis from the publisher.

ARTICLE III (continued)

- (2) Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.
- (3) Gym uniforms for physical education bargaining unit members; smocks for art bargaining unit members; leotards, tights, and footwear for dance bargaining unit members; nursing uniforms for bargaining unit members in nursing; laboratory coats for lab bargaining unit members; appropriate protective and safety apparel for bargaining unit members; and any other material required for instruction.

T. The Board shall provide clerical assistance adequate to meet the needs of the bargaining unit members.

U. Textbooks and other Teaching Materials:

Subject to the approval of department chairpersons, all texts and other teaching material shall be selected by the bargaining unit members. Where multiple sections occur, bargaining unit members involved shall, by majority vote, select the texts to be used. Selection shall be submitted on or before the date designated by the Vice President for Academic Affairs.

The Department Chairperson, with the approval of the Academic Dean, may authorize a request to use an alternate textbook or ancillary materials authored or coauthored by a bargaining unit member in his/her respective discipline, providing that the said materials meet the educational objectives of the course, as stated in the course outlines, in which the text and/or ancillary materials will be utilized.

V. Travel:

- a. Wherever personal transportation by automobile is required as a part of the regular duties of a bargaining unit member, a College vehicle shall be used. If a College vehicle is unavailable, the bargaining unit member may, at his/her option, use his/her personal vehicle in which event the Board will reimburse the bargaining unit member, based on the then current IRS reimbursement rate from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6, et seq; or use public transportation at Board expense, excluding taxis except under extenuating circumstances. Bargaining unit members who do not hold valid drivers' licenses shall not drive College vehicles and shall use public transportation at Board expense.
- b. When a bargaining unit member is not otherwise required to be at the College or at another assigned normal educational activity, and the distance from the College to the approved¹ extraordinary destination would be greater than from home to the approved destination, said member may use his/her own vehicle and be reimbursed for mileage in accordance with the

ARTICLE III (continued)

¹ Approved means that activity involved has prior administrative approval.

above rate for mileage to and from destination. Where car pooling shall result in greater economy, it shall be employed.

- c. Health Technologies bargaining unit members shall be reimbursed for mileage in accordance with the above rate for mileage for the difference between home to agency and home to College when travel is part of the regular work assignment.
- d. When a bargaining unit member is authorized by any provision herein or otherwise by his/her supervisor to use his/her car for College related travel, he/she shall be reimbursed for the tolls and/or parking fees, if approved in advance.
- e. Reimbursement made in accordance with the College's travel policy as enumerated in a, b, c, and/or d shall be made within forty-five (45) days of submission to the Business Office. Payments which are made beyond the forty-five (45) day period will be increased for each bargaining unit member on the basis of one percent (1%) per month (prorated based on the actual number of days the payment is beyond the period.)

W. The Board shall make available in each building used for bargaining unit member offices or instruction, adequate rest room and lavatory facilities exclusively for bargaining unit members' use plus one (1) room which shall be reserved as a lounge for bargaining unit members and staff.

X. The Board shall provide adequate parking facilities for bargaining unit members at no charge. Bargaining unit member spaces shall be distinctively marked and students shall be forbidden to park in them. Bargaining unit members shall at all times adhere to current parking and traffic regulations of the College.

The Board is committed to maintaining adequate lighting of all walkways, roadways, and parking lots on campus.

No person shall be issued more than two parking decals (except for replacement vehicles) for faculty-staff spaces. If the total staff and bargaining unit members are increased as the result of hiring additional bargaining unit members or staff, the Board shall assign additional parking spaces to accommodate the increased number.

The location of bargaining unit members' parking spaces is set forth in Appendix C.

When bargaining unit members are assigned teaching or other duties off campus, the College shall arrange for parking facilities for them or reimburse them for parking fees upon presentation of receipts.

Y. Official Announcements and Documents:

The administrative officers of the College shall promptly make available to the bargaining unit members in the library any official announcements coming to their attention of grants available to the bargaining unit members and of new legislation of interest to the bargaining unit members.

The Board shall maintain for review its Administrative Policy Manual in Divisional Office available to bargaining unit members during divisional office hours.

The administrative officers of the College shall provide bargaining unit members with an “exempt use certificate” that entitles each member to make tax-free purchases for approved purchases made in relation to their teaching responsibilities.

Z. When the need arises for reasons of personal leave or leave to attend conventions, workshops, etc., teaching bargaining unit members may arrange with their qualified colleagues to cover their classes, or for the exchange of class assignments, subject to approval of the department chairperson.

AA. Student Grievance Procedure:

Whenever a student brings a grievance against a member of the bargaining unit to the attention of the College administrator, the administrator shall inform the unit member of the nature of the allegation prior to conducting an investigation.

Upon investigation, if the administrator or his/her designee finds probable cause, but the nature of the grievance is not of a serious nature to warrant disciplinary action, the administrator shall attempt to resolve the matter informally. No permanent record shall be kept of such informal investigations or the resolution thereof upon successful conclusion of the matter.

Upon investigation, if the administrator or his/her designee finds a probable cause and the nature of the grievance is of a serious nature to potentially warrant disciplinary action, the administrator shall advise the bargaining unit member, the Union, and the Dean of the nature of the complaint and the name of the grievant.

The Dean of the Division shall complete the investigation and hold a hearing within fifteen (15) school days. Following the hearing, the Dean shall, within ten (10) school days, render a final decision. The parties agree to extend the time sequence outlined above to the end of the semester should the student grievant so request.

The bargaining unit member shall be entitled to have Union representation at the hearing or any investigatory meeting at which the bargaining unit member is required to be present. The bargaining unit member may attach his/her response to any material placed in the unit member's file as a result of the hearing. Any material placed in the bargaining unit member's file and later shown to be unfounded will be removed. Nothing in this provision precludes a bargaining unit member from filing a grievance under Article VI of the Labor Agreement.

BB. Sick Leave for Bargaining Unit Members Teaching Adjunct Courses:

Bargaining unit members assigned courses pursuant to Article III C (1) are eligible for one (1) day (evening) of sick leave per semester, noncumulative. The above notwithstanding, bargaining unit members are expected to make every effort to provide a qualified substitute or to make up lost time. If said qualified substitute teaches the class or lost time is made up, sick leave shall not be charged.

CC. Reduced Load for Teaching Bargaining Unit Members:

Ten-month teaching bargaining unit members may request that their normal teaching load be reduced under the following conditions:

1. The bargaining unit member's normal teaching load be reduced by no more than six (6) contact hours per semester;
2. Such requests shall be for no more than two academic semesters within a space of four calendar years;
3. The bargaining unit member's salary shall be reduced on a prorata basis, based on that bargaining unit member's normal teaching load;
4. All other obligations which shall include, but not be limited to, department meetings and number of office hours, shall be required on the same basis as they are required for a bargaining unit member on release time;
5. Requests for a reduced load shall be submitted to the Chairperson for approval in accordance with the application dates for an unpaid leave of absence which are identified in Article V, B, (13). If the Chairperson denies the request, he/she shall state in writing the reasons for the denial by either May 15, if the request is for the Fall semester or by November 15, if the request is for the Spring semester; and
6. Bargaining unit members maintain full benefits, except for personal days and family illness days and the accrual of sick leave which shall be on a prorata basis. Statutorily mandated benefits shall be impacted as required under the law.

DD. If a student disputes a grade, and brings it to an administrator, that administrator will advise the student to discuss it with the faculty member. If unresolved, and if a student files a grade appeal, that appeal will be decided by the department chair in consultation with the faculty member. If an agreement is not reached, the division dean may decide the appeal in consultation with the chair and the faculty member. The decision of the dean will be final.

ARTICLE IV CONDITIONS OF EMPLOYMENT

A. Requirements for Academic Rank:

- (1) Teaching Bargaining Unit Members:

ARTICLE IV (continued)

- a. Instructor: Master's Degree or thirty (30) graduate credits. Graduate work must be in areas relevant to teaching responsibilities.
- b. Assistant Professor: Master's Degree or thirty (30) graduate credits; plus fifteen (15) additional credits, plus five (5) years of collegiate teaching or ten (10) years of secondary school teaching, or ten (10) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibilities.

OR

Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of College teaching.

OR

Doctorate in any area relevant to the field of teaching responsibility.

- c. Associate Professor: Master's Degree; plus additional graduate credits to equal a total of seventy-five (75); plus seven (7) years of collegiate teaching², or fourteen (14) years of secondary school teaching, or fourteen (14) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

Doctorate: plus four (4) years collegiate teaching experience³, or eight (8) years secondary school experience, or eight (8) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

- d. Professor: Doctorate; plus ten (10) years collegiate teaching experience⁴, or twenty (20) years secondary school experience, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

ARTICLE IV (continued)

² Two (2) years of high school teaching or two (2) years of relevant business or industrial experience may be considered equivalent to one (1) year of college teaching.

³ Ibid.

⁴ Ibid.

The word "Doctorate," as used herein, shall be construed to include completion of all requirements for a doctorate except the dissertation.

(2) Student Personnel Division:

a. Instructor: Master's Degree

OR

Baccalaureate Degree; plus five (5) years of appropriate experience.

b. Assistant Professor: Master's Degree; plus five (5) years of appropriate experience.

OR

Baccalaureate Degree; plus ten (10) years of appropriate experience.

OR

Doctorate.

c. Associate Professor: Doctorate; plus four (4) years of appropriate experience.

OR

Master's Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.

d. Professor: Doctorate, plus ten (10) years of appropriate experience.

(3) Librarians:

a. Instructor: Master's Degree in Library Science.

b. Assistant Professor: Master's Degree in Library Science; plus five (5) years of appropriate experience.

c. Associate Professor: Master's Degree in Library Science; plus thirty (30) additional graduate credits in Library Science or the degree requirements of a subject area; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.

d. Professor: Master's Degree; plus thirty (30) additional graduate credits in Library Science or the degree requirements of a subject area; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.

- (4) Nothing in the above requirements for rank shall be applied to effect a reduction from present rank for any bargaining unit member.
- (5) Wherever "secondary school teaching" is used, it shall be interpreted to include any teaching above eighth (8th) grade and below the level of college teaching.
- (6) Whenever "collegiate teaching" is used, it shall be interpreted to mean teaching in an accredited institution of higher learning including four (4) year college teaching, two (2) year college teaching, university college teaching, Basic Diploma Schools of Nursing teaching, or as graduate teaching assistants who carried full teaching responsibilities.
- (7a) To satisfy graduate credit requirements, years of "business or industrial experience" may be substituted therefor, with each year of such experience the equivalent of six (6) graduate credits, provided the same years of experience may not be used to satisfy the educational requirement and the experience requirements.
- (7b) A Professional Engineer's license or CPA certificate shall be considered equivalent to fifteen (15) graduate credits or five (5) years of secondary teaching or industrial experience.
- (7c) Relevant undergraduate credit may be substituted for graduate credits upon approval of the department chairperson.
- (7d) Thirty (30) graduate credits relevant to the unit member's responsibility shall be considered equal to a Master's Degree.
- (7e) The word "Doctorate" as used in Article IV-A-2 and Article IV-A-3 shall be construed to include completion of all requirements for the Doctorate except the dissertation; the Doctorate shall be relevant to the unit member's responsibility.
- (7f) Fifteen (15) Continuing Education Units (CEU)* are the equivalent of one (1) graduate credit.
 - *a. A CEU is one hour of approved instruction or workshop. A CEU credit must be approved by the Department Head involved.
- (8) Adjunct teaching at this or other colleges shall be equated to full-time teaching for meeting any requirements of rank on the basis of thirty (30) contact hours being equal to one year of full-time teaching, provided that during the period for which adjunct credit is claimed, full-time college teaching is not claimed.

- (9) Notwithstanding any other provision of this Agreement, it is mutually understood and agreed that the President of the College may waive the standard requirements for appointment or promotion to any academic rank with respect to any individual who, in the President's judgment, can make a significant contribution to the College; it being understood that this prerogative shall not be used to effectively discriminate against any member of the bargaining unit.

B. Promotion:

- (1) To be considered for promotion, bargaining unit members must submit requests on forms provided by the Vice President for Academic Affairs, on or before February 1.
- (2) The application for promotion shall be submitted to a selection committee comprised of three (3) bargaining unit members from the department, related department, or related discipline. The committee shall be selected by secret ballot or such other method as the bargaining unit members from the department or related department decide. The committee shall pass upon eligibility for promotion and recommend in priority order if more than one (1) bargaining unit member is being recommended for the same rank. A minority report may be forwarded. Only official transcripts and other supporting materials on file in the Vice President's office as of March 1st will be considered in evaluating the promotion request. A copy of the entire application/promotion packet must be submitted to the Divisional Dean by March 1st.
- (3) This selection committee shall evaluate bargaining unit members nominated by the committee and recommend bargaining unit members for promotion in rank to the dean of the division. The dean will also receive recommendations from the department chairpersons.
- (4) The dean shall recommend bargaining unit members for promotion to the Vice President, using a priority list for each different rank, and stating positive reasons to support each recommendation.
- (5) In the event there are not sufficient reasons to recommend further an individual who has been recommended by either the chairperson or the selection committee, the dean shall so inform the individual involved. In the case of rejection by the department chairperson, the dean of the chairperson's division shall state the department chairperson's reasons for rejection, in writing, to the individual involved. In the case of rejection by the dean of the chairperson's division, the dean shall state his/her own reasons for rejection in writing to the individual involved. The letter stating the reason(s) for rejection shall also include possible ways to correct the deficiencies. The letter to the bargaining unit member shall be mailed or otherwise delivered by June 30th.

- (6) The Vice President shall submit the recommendations of the dean, together with his/her own, to the President. In case of rejection by the Vice President, he/she shall state his/her reasons for rejection in writing and mailed or otherwise delivered by July 15th. The President, after reviewing the recommendations, will make his/her recommendations to the Board of Trustees, whose decision is final. The steps outlined above constitute the entire review and recommendation process for promotion.
- (7) In the event that the time limits specified in subparagraphs (5) or (6) above are not met, and the Union files a grievance over that issue, in that instance only, said grievance must be submitted in writing to the Dean or Vice President, as appropriate, with a copy to the Executive Director for Labor Relations & Human Resources on the same date. This written submission shall serve as the informal discussion specified in Article VI C. If the College provides the letter required in B (5) or B (6) above, in response to the grievance, within the time limits for the management response to the informal stage of the grievance, then such grievance must be withdrawn.

C. Employment Contracts:

- (1) The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the academic year 2008-09 not more than thirty (30) days after the official execution of a labor contract between the parties covering said year. Individual contracts shall not be issued prior to said execution. The individual contract shall be in the form appended hereto and marked Appendix A. Those members to be employed for the academic year 2008-09 must report to the Office of the Vice President for Academic Affairs not later than thirty (30) days after receipt to execute their individual employment contracts, and to receive a signed copy in exchange. Failure to do so will constitute a declination of the appointment.
- (2) The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the 2009-10, 2010-11, and 2011-2 academic years by June 1, 2009; June 1, 2010; and June 1, 2011, respectively. Those members to be employed for the aforementioned academic years must report to the Office of the Vice President for Academic Affairs not later than thirty (30) days after receipt to execute their individual employment contracts and to receive a signed copy in exchange. Failure to do so will constitute a declination of appointment.

D. Tenure:

Members of the bargaining unit shall attain tenure in accordance with the provisions of N.J.S.A. 18A:60-1 et seq and amended by P.L. 1973, C.163 and shall be protected by the provisions thereof.

E. Probation:

All bargaining unit members employed by the College after the 1973-74 school year will have a five year probationary period under the provisions of P.L. 1973, C.163.

F. Retrenchment and Rights of Reemployment

- (1) Tenured bargaining unit members who are retrenched are entitled to reemployment rights as per New Jersey Statute (N.J.S.A. 18A:60-3).
- (2) The process by which an employee is rehired under the provisions of this Article shall be the standard process for the hiring of academic employees in effect as of July, 1991.

G. Process by Which Determination for Nonrenewal of a Probationary Contract Shall Be Made--Hearing:

- (1) Members of the bargaining unit on probationary status whose contracts are not to be renewed will be so notified, in writing, by his/her department chairperson or the appropriate supervisor not later than January 31 of the current academic year. If the bargaining unit member chooses to appeal the decision of nonrenewal, the procedure set forth hereafter in Article IV, G (2), shall be initiated by his/her request not later than February 15 of the current academic year. This provision shall not apply to bargaining unit members who have been hired with a clear understanding that their employment is for one-semester only or to replace a bargaining unit member on leave. The one-semester only exception applies only to those bargaining unit members who have not been hired previously on a full-time basis at Middlesex County College.
- (2) Division deans will review the decision with the department chairpersons and will also interview the individual involved to hear his/her side of the story. If the decision of the department chairperson has primarily to do with classroom performance of the teaching bargaining unit member, the division dean will make his/her own independent evaluation of said performance (in the event that the dean and department chairperson is the same person, everything contained in this paragraph shall apply to the Vice President for Academic Affairs or his/her designee).
- (3) The Vice President for Academic Affairs will review with all division deans all decisions for nonreemployment within their respective jurisdictions. The Vice President for Academic Affairs will interview each individual involved, to hear his/her side of the story.
- (4) The Vice President for Academic Affairs will review with the President all cases in which individual bargaining unit members are not to be recommended for reemployment. The

President, after interviewing each individual involved, will determine whether or not said individuals are to be recommended to the Board for reemployment.

- (5) If, after the process detailed in steps 1 through 4 above has been completed, the President decides not to recommend any bargaining unit member for reappointment, he/she shall so inform the bargaining unit member in writing, stating the reason or reasons for the failure to recommend.
- (6) In the event that an individual whose probationary contract is not to be renewed believes that the decision not to renew is arbitrary, capricious, or discriminatory, or motivated by personal animosity, he/she may request and shall be granted a hearing before the Human Resources Committee of the Board of Trustees.
- (7) Following any hearing under the provision of item (6) above, the Human Resources Committee of the Board will present its findings to the President for his/her consideration in determining whether or not his/her decision not to recommend the individual should be reversed.
- (8) The parties agree to make every effort to have the procedure completed by May 15, of the current academic year.

ARTICLE V BARGAINING UNIT MEMBER BENEFITS

A. Paid Leaves of Absence:

- (1) Sick Leave:
 - a. Sick leave shall be granted to bargaining unit members pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
 - b. Bargaining unit members who are absent eight (8) consecutive calendar days or more will be entitled to additional protection if there is no abuse of sick leave privileges from the last day of their accumulated sick leave to the 181st day of the illness, except those illnesses sustained as a result of the current use of illegal drugs, but not to exceed 109 working days.

During the time within which a bargaining unit member is ill or disabled and is receiving payment from the college pursuant to this fringe benefit, such employee will submit to the college a certificate of illness from his/her physician. The college physician after review of the certification of illness will ascertain the advisability of an additional medical examination. This medical examination, if required, will be conducted by a college physician at college expense. Should the two physicians disagree, a third impartial physician will be agreed to by the two physicians. He/she shall review the two medical reports as well as examine the individual if he/she deems it necessary. Upon completion of the review and exam, he/she shall render a

ARTICLE V (continued)

final and binding decision. Cost for such impartial review shall be shared equally between the Union and the Board.

During the time this fringe benefit is in effect such person will receive two-thirds (2/3) of his/her base salary.

Bargaining unit members who are currently enrolled in TPAF or PERS, or any ABP shall be insured under a separate long-term disability insurance policy, after exhaustion of the income protection plan, which will cover the members at a rate of 60% of the most current twelve (12) month base salary until age seventy (70) or until retirement, whichever comes first, or in a manner commensurate with TIAA coverage under long-term disability.

- c. Members of the bargaining unit absent because of illness or physical disability will cause the fact to be reported to the respective department chairperson's office in advance of the next assigned class meeting or other obligation unless physically unable to do so, in which case, they shall do so at the earliest time possible. The Board may require proof by certificate of a physician of inability to timely report.

*12-month bargaining unit members will notify the appropriate immediate supervisor.

- d. Absences which have been covered by a colleague shall not be charged to the absent member's sick leave account.
- e. In determining the use of sick leave, those bargaining unit members on a four (4) day or less schedule shall be charged with four (4) days for an illness extending a week or more, while those bargaining unit members on a five (5) day schedule shall be charged with five (5) days for an illness extending a week or more.
- f. The President or his/her designee will inform every member of the collective bargaining unit on or before September 15 of each year of the number of sick days accumulated to his/her credit as of June 30 next preceding, and a statement of the number of sick days used during the previous year.
- g. An AFT bargaining unit member who retires and who is at least fifty-five (55) years of age, with at least ten (10) years of service at the College, shall receive a payment equal to fifteen (15) percent of his/her unused sick leave at the daily rate at the time of termination with a maximum to apply as follows:

2008 - 09	-	\$11,500
2009 - 10	-	\$12,000
2010 - 11	-	\$12,500
2011 - 12	-	\$13,000

h. If a bargaining unit member who is actively employed full time dies while so employed at the College, and who met the age and service requirements of subparagraph "g" above, then the payment provided for in "g" shall be paid to the beneficiary designated in the deceased unit member's pension plan group life insurance policy.

(2) Bereavement:

Leave not to exceed five (5) days will be allowed for each death in the immediate family of the bargaining unit member. The immediate family shall be defined as spouse or civil union partner, children, parents or parents-in-law, siblings or siblings-in-law, grandchildren, or other members of the bargaining unit member's household. Additional unpaid leave of up to one (1) month when necessary shall not be unreasonably withheld.

(3) Jury Duty:

Bargaining unit members shall be excused from work for jury duty, and shall be paid regular salary less the jury fee for such periods of service.

(4) Family Illness:

In the case of illness of a parent, parent-in-law, child, child-in-law, grandchild, sibling, sibling-in-law or a member of the bargaining unit member's household, leave of not more than five (5) days per academic year, nonaccumulative, shall be granted.

This provision applies as well to a grandparent, aunt, or uncle for whom the bargaining unit member is the primary source of familial support.

(5) Court Appearance:

A bargaining unit member who is lawfully subpoenaed to appear before a court or similar agency shall be granted leave sufficient to cover such appearance, provided the reasons therefore involve no moral turpitude on his/her part.

(6) Sabbatical Leaves:

Sabbatical leaves may be granted by the Board, subject to the following conditions:

- a. Bargaining unit members must have completed seven (7) years of continuous service at the College, since beginning service or since his/her last sabbatical leave.
- b. The application or the leave must be filed by February 15, or a date thereafter as established by the Sabbatical Leave Committee, of the academic year prior to that in which the leave would be taken. The application must clearly state the specific

study or research purpose in the manner specified by the Committee so as to permit proper evaluation.

The application shall state the semester(s) for which the leave is requested. If the application is inadequate for proper evaluation, the Sabbatical Leave Committee shall request of the applicant any additional information reasonably required, and said applicant shall comply with the request.

- c.1. Applications shall be submitted to the Sabbatical Leave Committee, which shall, to the extent possible, consist of three (3) full professors appointed by the Union and three (3) deans appointed by the Vice President. If a sufficient number of full professors are not available, the Union shall appoint associate professors. If a sufficient number of deans are not available, the Vice President shall appoint other persons.

Members of the committee shall be appointed as of November 1 of each academic year and shall serve until October 31 of the following academic year.

- c.2. Applications shall be submitted in eight (8) copies, six (6) to the committee chairperson, one (1) to the member's chairperson or supervisor, and one (1) to the member's dean.
- d. After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie. The President shall submit his/her recommendations no later than the May meeting of the Board of Trustees. Faculty will be notified by June 15th.
- e. Not more than ten percent (10%) of the eligible bargaining unit members may be on sabbatical leave at any one time.
- f.1. Ten-month bargaining unit members' sabbatical leave may be for one semester or two semesters in duration. Full salary shall be paid for a one-semester leave, and half salary for a two-semester leave.
- f.2. Twelve-month bargaining unit members may be on sabbatical leave up to one full year at half salary, or up to one-half year at full salary, provided the stated purpose of the leave necessitates use of that time.
- f.3. Bargaining unit members, while on sabbatical leave, shall continue to receive medical, dental, and retirement benefits, but shall not accumulate sick leave, nor shall twelve-month bargaining unit members accumulate vacation.
- g. Bargaining unit members applying for, and granted a one-semester only sabbatical

leave shall not carry more than a normal course load during the other semester of that academic year.

- h. Any substantive change requested in purpose of sabbatical leave, if made during the summer, must be approved by a special panel composed of two (2) union representatives and two (2) administration representatives from the duly constituted sabbatical committee that originally approved the leave.

If a request for a change in purpose is received during the summer recess and the special interim committee is deadlocked whether to accept the request for change, the President shall break the tie. In the event the request is denied, the bargaining unit member must pursue the original purpose for the leave or return to nonsabbatical status.

- i. A report encompassing the results of the rationale for the leave shall be submitted to the dean and the sabbatical leave committee by the member upon return. The member shall provide the dean, at college expense, a copy of any written findings generated as a result of the sabbatical leave.

(7) Personal Leave:

Reasonable leave shall be permitted for matters which cannot be cared for in free time. Such leave shall be arranged in advance and the bargaining unit member shall make every effort to have his/her responsibilities met in his/her absence. This leave will be at regular pay and shall not exceed two (2) days per year.

Personal leave shall also apply to religious holidays. Bargaining unit members whose religious beliefs require their absence on days when classes are scheduled shall so notify their department chairperson in advance, and shall be responsible for arranging coverage for their classes for the day of the absence. The department chairperson shall be notified of the manner or means of such coverage, which shall be at discretion of the bargaining unit member.

B. Unpaid Leaves of Absence:

- (1) A leave of absence of up to two (2) years shall be granted to any tenured bargaining unit member upon application for the purpose of advanced study. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his/her field of teaching, the bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- (2) A leave of absence of up to two (2) years shall be granted to any tenured bargaining unit member upon application for the purpose of participating in exchange teaching programs in other States, territories, or countries, or a cultural program related to his/her professional responsibilities, provided said bargaining unit member states his/her intention to return to this

ARTICLE V (continued)

college. Upon return from such leave, the bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

- (3) Upon request by a bargaining unit member, a leave of absence, determined to be in the best interest of the college and the bargaining unit member by the Board of Trustees, may be granted for up to two (2) years. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon return from such leave, the bargaining unit member shall be placed on the salary schedule then in effect at the same rate he/she would have attained had he/she worked in the college during such period.
- (4) Upon request by a 12-month bargaining unit member, an unpaid leave of absence determined by the Board of Trustees to be in the best interest of the college and the 12-month bargaining unit member, may be granted for less than one (1) year with renewals upon Board approval. Upon return from such leave, the 12-month bargaining unit member shall be placed on the salary schedule then in effect at the same rate he/she would have attained had he/she worked in the college during such period. Salary for the year in which leave is taken shall be calculated as follows:

The daily rate shall be calculated by dividing the yearly base salary by 261. The salary reduction, due to the unpaid leave, equals the number of weekdays within the leave multiplied by the daily rate. For a holiday not to be included within the unpaid leave, the bargaining unit member must work the last working day prior to the holiday.

For every 13 weekdays taken as unpaid leave, annual vacation leave is reduced by one (1) day. For every eighty-seven (87) weekdays taken as unpaid leave, the annual floating holiday allowance is reduced by one (1) day. This final paragraph pertains to accrual of rights and does not pertain to salary reduction.

- (5) A military leave of absence shall be granted to any bargaining unit member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crisis or emergencies.

Upon return from such leave, in accordance with the requirements of applicable law for the retention of reemployment rights, the bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

- (6) A leave of absence of up to two (2) years shall be granted any bargaining unit member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two (2) year limit if it so desires. Upon return from such leaves, the bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.

ARTICLE V (continued)

- (7) A bargaining unit member who is elected or appointed to a political office which requires his/her absence from duty with the college for an extended period of time shall be granted a political leave of absence without pay. Should he/she be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his/her leave of absence shall be terminated. Upon his/her return, he/she shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the college during such period.
- (8) A leave of absence of up to two (2) years shall be granted to any bargaining unit member upon application for the purpose of serving as an officer with the American Federation of Teachers. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leave such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the College during such period.
- (9) A leave of absence of up to one (1) year, inclusive of any State or Federally mandated Family leave of absence, shall be granted to any bargaining unit member upon application for the purpose of a child care leave. The Board may extend such leave beyond the one-year limit if it so desires. It is understood that this leave is in addition to any leave which may be granted to eligible employees under paragraph (10) below for disability associated with pregnancy or the birth of a child. Upon return from such leave, such bargaining unit member shall be placed at the same position on the salary schedule that he/she would have attained had he/she taught in the College during such period.
- (10) Maternity Leave:
 - a. A maternity leave is to be regarded as a temporary disability, and the bargaining unit member shall be entitled to all considerations and benefits associated with a temporary disability. Any leave granted under this paragraph 10 shall be inclusive of any Federally mandated medical leave of absence. It is understood that leaves related to pregnancy disability and subsequent child care provided under paragraphs (9) and (10) can be taken separately or in combination, but leaves taken under this paragraph (10) are disability related only and do not include child care leave.
 - b. Not later than the fifth (5th) month, the bargaining unit member shall notify the Human Resources Department, in writing, of the pregnancy. Upon notifying the Human Resources Department, the bargaining unit member shall let it be known as to plans of continuing employment or taking a leave of absence not to exceed one (1) year. Upon request, the Board may extend such leave beyond the one-year limit. Notification of the pregnancy shall be accompanied by a statement of her physician giving the state of condition of the pregnancy, the anticipated delivery date, and her ability to continue normal duties. The bargaining unit member shall provide consent for the Board of Trustees to verify through consultation with her physician her ability to continue her normal duties.

ARTICLE V (continued)

- c. Accumulated sick leave may, at the option of the bargaining unit member be used by her pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.
 - d. The 12-month bargaining unit member's position shall be made available to her within thirty (30) days after written notification to the Human Resources Department of her intent to return to full-time employment. The teaching bargaining unit member's position shall be made available to her at the start of the next academic semester, upon thirty (30) days written notification to the Human Resources Department of her intent to return to full-time employment. Any person filling the bargaining unit member's position during her maternity leave, shall be considered temporary with regard to that position and must relinquish such position within thirty (30) days specified above.
 - e. The bargaining unit member shall be placed at the same position on the salary schedule that she would have attained had she been employed by the college during such period.
- (11) A bargaining unit member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
 - (12) The benefits described in section "B", Article V, hereof shall be available to tenured bargaining unit members. Whenever the term "tenure" is used in Article V B-1 through 10, the provisions will also be extended to bargaining unit members without academic rank who have once completed at least five (5) full-time years of service, within the bargaining unit, within a six (6) year period. Once eligible, the unit member retains eligibility. Maternity leave shall also be granted to probationary members. At Board discretion, probationary bargaining unit members will be granted other benefits described in section "B", Article V, hereof. Military leave will be available to all bargaining unit members. The Board will maintain payments for health and pension benefits of bargaining unit members who are not otherwise covered for health and pension benefits while they are on leave under section "B", Article V, hereof.
 - (13) Applications or letters of intent to apply for leave under this section must be received on or before April 15 of the preceding year of the leave; or, in the event the leave is to be for the spring semester only, by the prior October 15. 12-month bargaining unit members requesting leaves in accordance with provision (B4) must request such leave ninety (90) days prior to the commencement of the leave. This provision does not apply to maternity or military leaves, in which cases notice shall be given as soon as practicable.
 - (14) Where leaves under this section are granted, the absent bargaining unit member's duties may be covered by the use of adjuncts for the first semester of the leave.

ARTICLE V (continued)

- C. If at the time of termination, provided that a member of the bargaining unit has provided the college with forty-five (45) days notice, he/she shall be compensated in cash for accumulated vacation time up to a maximum of thirty (30) days. In the event of a bargaining unit member's death, accumulated vacation time up to a maximum of thirty (30) days shall be paid to his/her designated beneficiary.
- D. A bargaining unit member who has been on paid or unpaid leave during the Fall semester of the academic year shall be assigned a maximum of one-half of the contractual teaching load for the Spring semester of the academic year. If a bargaining unit member advised the College in sufficient time prior to the beginning of the Fall semester of the academic year of his/her intent to take such leave during the Spring semester of the academic year (at least one month prior to the first day of classes of the Fall semester), then the bargaining unit member shall be assigned a maximum of one-half of the contractual teaching load for the Fall semester of the academic year. Should the bargaining unit member give insufficient notice to the College prior to the Fall semester of the academic year of his/her intent to take such leave during the Spring semester, the parties agree that whatever teaching load is assigned to that bargaining unit member in the Fall semester, whether overload or underload, shall not trigger any other provision of this Agreement, any other language of this Agreement notwithstanding, and the bargaining unit member will be considered to have worked a normal workload in that Fall semester for all purposes under this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

- A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself, hereinafter referred to as a "GRIEVANT" based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this Agreement or of any existing rule, order, or regulation of the Board of Trustees.
- B. In the event that a grievant believes he/she has a basis for a grievance, he/she shall first informally discuss the basis for the grievance with his/her department or division head or the authorized administrator either pro se or through representation by the Union.

The grievant or Union representative shall have indicated to the appropriate administrator the intent to grieve at the informal stage within thirty (30) days from the date on which the act is the subject of the grievance occurred, or thirty (30) days from the date on which the unit member or Union should reasonably have known of its occurrence.

Bargaining unit members and the Union shall have until October 1 to initiate grievances that occurred or allegedly occurred during the months of June, July, or August.

The time limitation shall not apply to any alleged violation that has occurred in the past and has continued up to the time of initiation of the grievance procedure.

ARTICLE VI (continued)

- C. If, after the informal discussions with the division or department head or administrator, an adverse decision or no decision has been rendered within seven (7) calendar days, the grievant may within two (2) weeks of the expiration of that period, invoke the formal grievance procedure in writing signed by the grievant and the Union. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him/her.
- D. Within seven (7) calendar days from the date of filing, the President or his/her designee shall meet with the grievant and the Union in an effort to resolve the grievance. A tape recording shall be made of the meeting. The President or his/her designee shall indicate his/her disposition of the grievance, in writing, within seven (7) calendar days of said meeting to the grievant and to the Union.
- E. If either the Union or the grievant is not satisfied with the disposition of the grievance by the President or his/her designee, or if no disposition has been made within the time limits in paragraph D, the grievance shall be transmitted within two (2) weeks to the Board of Trustees by filing a written copy thereof with the Chairperson of the Human Resources Committee of the Board. The Board shall review the record of the President's meeting and shall dispose of the grievance within fifteen (15) days, in writing, to the Union and shall state its reason in the event the grievance is denied.
- F. If either the Union or the grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph E, and it shall involve "An event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board of Trustees," it may within fifteen (15) days after receipt of notification of the decision of the Board of Trustees be appealed to arbitration.

Such appeal shall be in writing and shall be mailed to the Public Employment Relations Commission and to the Board of Trustees within said fifteen (15) day period, and if not so mailed, the grievance shall be deemed abandoned and terminated.

Within thirty (30) days after the date of this Agreement, representatives of the parties of this Agreement will obtain from the Public Employment Relations Commission a list of arbitrators, and will agree upon a panel of three (3) arbitrators, obtaining additional lists if necessary. By mutual consent of the parties the number of arbitrators can be increased at any time. The parties shall furnish the Public Employment Relations Commission the names of the arbitrators selected. Thereafter, the Public Employment Relations Commission shall designate one (1) of said arbitrators to hear each grievance that may be referred to arbitration.

The arbitrator so selected will be requested to confer with the parties and hold hearings promptly and to issue his/her decision not later than twenty (20) days from the date of the close of the hearing.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding the disposition of the "Event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation, or

ARTICLE VI (continued)

misapplication of any provision of this Agreement or any existing rule, order, or regulation of the

Board of Trustees; and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties." The arbitrator's fee and expenses shall be shared equally by the Board and the Union.

The decision of the arbitrator, if within the scope of his/her authority, as above set forth, shall be final and binding.

- G. Persons who may be required by either party to be present for the purpose of this Article are defined as the grievant, not more than two (2) Union representatives, the Board representatives, and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.
- H. No reprisals of any kind shall be taken against any member for participating in any grievance. If any member for whom a grievance is filed, processed, or sustained shall be found to have been unjustly discharged, he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost. The arbitrator shall be empowered to make a compensatory reward.
- I. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
- J. The Board shall furnish the Union with a copy of the tape record of the President's meeting at Union expense.
- K. No grievance shall be adjusted without prior notification to the Union, and an opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- L. The parties shall seek expedited arbitration and bench decisions shall be requested if the parties agree.

ARTICLE VII PROFESSIONAL BEHAVIOR

- A. Bargaining unit members are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a bargaining unit member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.

ARTICLE VII (Continued)

- B. If, in the opinion of a duly appointed administrator, a member of the bargaining unit has violated any provision of this Agreement or any rule, regulation, or direction, promulgated pursuant to paragraph A

above, the administrator shall first attempt to resolve the matter informally. If the matter cannot be so resolved, the administrator shall inform the unit member involved and the Union, in writing, of the alleged violation. The Administration and the Union shall mutually establish a date and time for a hearing at which the unit member shall be required to show cause why he/she should not be reprimanded for said violation. The date of the written notice shall, in no event, be later than fifteen (15) school days after the date of the alleged violation. The notice shall be specific as to the date, time, and nature of the alleged violation. Following the hearing, the administrator shall within thirty (30) days reprimand the unit member or the matter shall be deemed to be terminated.

- C. Prior to cancellation of any classes, a faculty member shall obtain approval of the department chairperson or division dean. Should the bargaining unit member be unable to contact either to obtain such approval, he/she shall notify the department chairperson or division dean as soon as possible after the cancellation.

ARTICLE VIII CHANGES IN POLICY AND PAY POSITIONS

- A. The Board agrees that it will make no change in existing policy relative to wages, hours, and other conditions of employment without appropriate prior consultation and negotiations with the Union.
- B. The determination of the duties and the rate of pay for all new positions or possible changes in current positions within the college which would result in diminution of the duties of members of the bargaining unit shall be negotiated with the Union prior to the implementation by the Board.

ARTICLE IX SALARY, WORK LOAD, CLASS SIZE, AND FRINGE BENEFITS

- A. Paydays:

- (1) The Board shall prepare monthly payrolls throughout the fiscal year. Members of the bargaining unit shall be paid at one-half (1/2) of the net amount due them for each month on the fifteenth (15th) and thirtieth (30th) of the month, or on the last school day prior to the fifteenth (15th) or thirtieth (30th), if the fifteenth (15th) or thirtieth (30th) should fall on a weekend or holiday. The Board agrees to provide 10-month faculty, upon request, with the option to be paid with a 24 payment plan using one of the following methods: (A) By arranging with a bank to be chosen by the member, for a 24 payment plan for any individual bargaining unit member on a 10-month contract who elects such a plan. The plan shall provide that interest on a deferred payment plan shall be paid to the member. Or (B) by issuing 24 checks.
- (2) When payday falls on a day when a bargaining unit member is not otherwise required to be on campus, such bargaining unit member may obtain his/her check, if available, the day before from the Payroll Office. If for any reason the bargaining unit member is required to be on campus on payday, the check will not be released prior to payday in accordance with IX A-1 above.

ARTICLE IX (continued)

- (3) Overload pay shall be paid within forty-five (45) days after completion of the semester in which it was earned. For purposes only of Article IX A (3) it is understood that the term

"completion of the semester" means after the last day of classes has been completed.

The College will make every effort to ensure that overload payments will be made within the forty-five (45) day period; however, it is agreed that overload payments which are made beyond the forty-five (45) day period will be increased for each bargaining unit member on the basis of one percent (1%) per month (prorated on the actual number of days the payment is beyond the forty-five (45) day period).

B. Compensation

- (1a) Retroactive to July 1, 2008, each bargaining unit member shall have added to his/her base contract salary for the 2008-09 contract year a 4.25 percent increase.
- (1b) Effective July 1, 2009 each bargaining unit member shall have added to his/her base contract salary for the 2009-10 contract year a 4.25 percent increase plus a non-recurring \$185.00 per member stipend which will not be added to base pay.
- (1c) Effective July 1, 2010 each bargaining unit member shall have added to his/her base contract salary for the 2010-11 contract year a 4.5 percent increase.
- (1d) Effective July 1, 2011 each bargaining unit member shall have added to his/her base contract salary for the 2011-12 contract year a 4.5 percent increase
- (2a) Promotional increases granted in June, 2008 are excluded from the base salary when figuring salary increases for 2008-09.
- (2b) Promotional increases granted in June 2009 are excluded from the base salary when figuring salary increases for 2009-10.
- (2c) Promotional increases granted in June 2010 are excluded from the base salary when figuring salary increases for 2010-11
- (2d) Promotional increases granted in June 2011 are excluded from the base salary when figuring salary increases for 2011-12.
- (3) In the event that an individual is promoted into the next higher rank than he/she currently holds, he/she shall be paid a promotion increase, additional to his/her standard increase, pursuant to the following schedule:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Promotion to Instructor	\$1,158	\$1,207	\$1,261	\$1,318
Promotion to Assistant Professor	\$1,559	\$1,626	\$1,699	\$1,776
Promotion to Associate Professor	\$1,684	\$1,756	\$1,835	\$1,917
Promotion to Full Professor	\$1,924	\$2,006	\$2,096	\$2,190

ARTICLE IX (continued)

- C. It is mutually agreed that no member of the bargaining unit shall be paid for the term of the contract a salary which is less than the minimum salary nor more than the maximum for the rank assigned to

him/her.

D. Minimum and Maximum Salaries

- (1) For the purpose of implementing this agreement, the 2008-09 minimum 10-month salaries shall be:

	<u>10-Month Minimum Salaries</u>
	<u>2008-09</u>
Assistant Instructor	\$47,722
Instructor	\$52,950
Assistant Professor	\$62,900
Associate Professor	\$74,557
Professor	\$87,980

For the 2009-2010, 2010-11, and 2011-12 contract years, the minimum salaries will be increased by either the cost of living (as stated in the “Bureau of Labor Statistics Consumer Price Index”), or the wage increase percentage applicable to each year, whichever is less, but in no event less than 2%.

- (2) For the purpose of implementing this Agreement, the following maximum salaries will be increased by the same method as the general wage increase is allocated each year for the 2008-09, 2009-10, 2010-11 and 2011-12 contract years.

	<u>10-Month Maximum Salaries</u>			
<u>Rank</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Assistant Instructor	\$ 82,268	\$ 85,765	\$ 89,625	\$ 93,658
Instructor	\$110,517	\$ 115,214	\$120,398	\$125,816
Assistant Professor	\$120,576	\$125,700	\$131,357	\$137,268
Associate Professor	\$132,323	\$137,947	\$144,154	\$150,641
Professor	\$142,583	\$148,643	\$155,331	\$162,322

- (3) The salary range for twelve (12) month bargaining unit members shall be 120 percent of the minimums and maximums of the ten (10) month salary ranges for each year of the contract.

E. Overload:

No bargaining unit member shall be required to work beyond the basic load set forth. Bargaining unit members may, however, voluntarily handle an overload during the regular college day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 3-1/3% of his/her regular salary for each contact hour of overload.

ARTICLE IX (continued)

F. Student Overload:

The student overload rate shall be figured by dividing twice the number of students as prescribed for the bargaining unit member in Article IX, Section G, into his/her annual salary.

The student overload will be figured by taking the tenth day adjusted roster, midterm roster, and the final grade roster, and averaging them to determine semester load. From this will be subtracted the member's required semester load per Article IX, G. The resulting difference will be the student overload. The bargaining unit member will be paid the product determined by multiplying the student overload by the student overload rate.

When a bargaining unit member's schedule includes an on-line distance education course section(s), student overload for said course section(s) will be calculated independently, per Article X A. The remainder of the bargaining unit member's schedule will be subject to standard student overload consideration per this (Article IX F). In such cases, the prescribed student roster load in Article IX G will be proportionately reduced to reflect the exclusion of the on-line course section(s). Bargaining unit members teaching an on-line course who have an annual class load of 300 shall have their student roster load reduced by 30 for each on-line course section taught. Bargaining unit members teaching an on-line course who have an annual class load of 200 shall have their student roster load reduced by 25 for each on-line course section taught.

G. Contact Hour/Student Roster Load:

Members of the bargaining unit shall teach not more than one hundred fifty (150) students per semester and not more than seventeen (17) contact hours per week per semester, nor more than thirty (30) contact hours per academic year.

"Student" shall be defined as a name on a class roster; so that should one (1) individual be listed on two (2) class rosters assigned to the same teacher, he/she shall be counted as two (2) students for the purpose of computing said bargaining unit member's load limit in this section.

If, in the opinion of the Division Dean and the Registrar it is necessary to assign eighteen (18) contact hours to a member of the bargaining unit within one (1) semester, such assignment shall be limited to two (2) preparations; and the limit of thirty (30) contact hours per academic year shall apply in any event.

When contact hour loading for two semesters in an academic year is unequal, the annual student roster load will be twice the semester load indicated in this Article, but in each semester the semester student roster load will be proportional to the bargaining unit member's contact hour load for that semester. To the extent possible, no bargaining unit member shall be assigned an 18-12 contact hour load distribution for two successive years.

The following exceptions shall apply:

- (1) Bargaining unit members teaching more than one (1) section of English Composition in any semester shall be limited in that semester to one hundred (100) students spread over not more
ARTICLE IX (continued)

than twelve (12) contact hours; and in the other semester of the same academic year to not more than fifteen (15) contact hours.

- (2) Bargaining unit members whose load consists of nine (9) or more contact hours of physical education activity courses or health education in any one semester shall be limited in that semester to two hundred (200) students spread over not more than sixteen (16) contact hours.
- (3) No bargaining unit members shall be assigned a load consisting entirely of health education courses; but any teaching bargaining unit member may request and be granted a load consisting of health education exclusively and may assume such load at his/her option.
- (4) Bargaining unit members having three (3) or more sections of typing lab in any one (1) semester shall be limited in that semester to one hundred fifty (150) students spread over not more than sixteen (16) contact hours.
- (5) In the event a bargaining unit member is assigned release time, there will be a proportional reduction in the bargaining unit member's student roster load.

H. (1) The Board agrees to pay coaching salaries for bargaining unit members during the 2008-09, 2009-10, 2010-11, and 2011-12 academic years pursuant to the following schedules:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Group A - Wrestling, Trainer, Basketball, Intramurals-	\$9,044	\$9,428	\$9,853	\$10,296
Group B - Baseball, Outdoor Track, Field Hockey, Soccer, Softball	\$7,480	\$7,798	\$8,149	\$8,516
Group C - Indoor Track, Golf, Tennis, Cross Country, Volleyball, Snow Skiing	\$5,359	\$5,587	\$5,838	\$6,101

Assistant coaches will receive one-half (1/2) of the relevant salary.

- (2) Stipends for Performing Arts production, direction and set design shall be set at \$1,455 for 2008-09, \$1,516 for 2009-10, \$1,585 for 2010-11, and \$1,656 for 2011-12.
- (3) A bargaining unit member employed as a faculty advisor during periods when he/she is not obligated to be on campus shall be compensated at the following rates:

2008-09 - \$39/hour
 2009-10 - \$40/hour
 2010-11 - \$41/hour
 2011-12 - \$42/hour

ARTICLE IX (continued)

Notification of all potential advising assignments shall be made to all bargaining unit members

at the same time notices are sent with regard to adjunct teaching assignments in the fall, spring and summer sessions.

Payment shall be made in conjunction with the payment schedule for adjunct employment as described in Article III C (1).

- I. (1) Any bargaining unit member employed as a curriculum coordinator or basic skills coordinator or assistant department chairperson will be compensated as follows:

	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Curriculum Coordinator and Basic Skills Coordinator	\$1,360	\$1,419	\$1,482	\$1,549
Assistant Department Chairperson	\$1,486	\$1,549	\$1,619	\$1,692

- (2) The Board agrees to grant three (3) contact hours release time per year to basic skills coordinators in the English and Mathematics Departments.

In addition to the above stipend, Curriculum Coordinators of remedial or basic skills courses in the English and Mathematics Departments shall each receive three (3) contact hours release time per year.

- J. The number of students in any laboratory section shall not exceed the number of fixed stations in the assigned room.

K. Work Load

- (1) Contact hours shall include any regularly scheduled instructional activity.
- (2) The assignment of any member shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day. No duties of any teaching bargaining unit member shall require his/her attendance on any day before 8:00 a.m. nor after 5:30 p.m., nor on any Saturday or Sunday, except when the teaching bargaining unit member and the Board mutually agree. This provision is superseded by Appendix B, Paragraph 5, while the present academic calendar is in effect.
- (3a) Class preparation shall be normally limited to two (2) per semester, with three (3) preparations per semester and six (6) per year as maximums.
- (3b) From time to time the provisions in the Agreement which pertain to the maximum number of class preparations are waived by the parties by mutual agreement. Under normal circumstances, these waivers must be sought from the Union prior to the beginning of the term in which the number of preparations will exceed the provisions of Article IX, K (3).

ARTICLE IX (continued)

It is understood that there are times when emergency situations arise and the waiver cannot be sought prior to the beginning of the first day of classes. Under these circumstances, the Union will be notified of the need to seek a waiver within forty-eight (48) hours of the time the

Chairperson becomes aware of this need.

In the event there is no emergency and the waiver is not sought from the Union prior to the beginning of the term, the faculty member will receive additional compensation equal to one contact hour at the overload pay rate.

- (4) Teaching bargaining unit members shall be obligated to devote five (5) hours per week to tutoring, advising, and mentoring students. Said available hours shall be posted on the bargaining unit member's door within one (1) week after the start of classes each semester. This posting shall clearly indicate three hours during which the bargaining unit member will be in his/her office for drop-in advising, tutoring and mentoring. The remaining two hours are to be arranged by specific appointments with students. Bargaining unit members shall honor appointments for regularly scheduled office hours made through the department office at least one day in advance. Bargaining unit members are not obligated to keep appointments with students on days when bargaining unit members have no classes.
- (5) Members of the bargaining unit attending those functions for which academic attire is required shall have said attire furnished by the College.
- (6) Bargaining unit members shall attend faculty orientation and faculty workshops as provided in the academic calendar.
- (7) Attendance at General Faculty Meetings Called by the President:

The President may call any number of general faculty meetings at his/her discretion. Attendance by bargaining unit members at three (3) such meetings per academic year shall be mandatory, and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require attendance of all bargaining unit members at a meeting called for the purpose of dealing with an emergency. Emergency meetings shall not be called until mandatory meetings have been exhausted. The notice of such meeting shall indicate that an emergency exists.

- (8) Teaching bargaining unit members may be required to attend not more than one (1) departmental meeting per month, except for the first month of each semester during which they may be required to attend two (2) departmental meetings provided that such meetings are called only on Mondays through Fridays. Members shall be excused at 5 p.m. upon presentation of a legitimate reason.

ARTICLE IX (continued)

- (9) Teaching bargaining unit members shall act as academic advisors to a maximum of twenty-five (25) students if any of the assigned students are from divisions other than that of the teaching member or to a maximum of thirty (30) students if all of the assigned students are from the teaching member's division.

- (10) Teaching bargaining unit members shall not be required to be present during exam periods unless they are assigned as proctors or stand-by proctors.
- (11) Teaching bargaining unit members shall not be required to perform any duties other than those provided herein.

L. 12-Month bargaining unit members (Counselors, Librarians, and other Nonteaching bargaining unit member) Work Load:

- (1) Shall work thirty-five (35) hours per week over the five (5) consecutive day period, Monday through Friday, on regular assignments. Work hours during July and August may be from 8 a.m. to 4 p.m., or 9 a.m. to 5 p.m., at the option of the employee, and likewise during June with the approval of the supervisor.
- (2) Shall normally work no more than eight (8) consecutive hours, including a one (1) hour meal period in any one (1) day, nor shall be required to work a split shift.
- (3) Work performed on Sundays and school holidays as set out in the school calendar shall be compensated at double time, and hours in excess of thirty-five (35) hours in a given week or seven (7) hours in a given day shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate.
- (4) Bargaining unit members on a twelve (12) month schedule shall not be required to work more than two hundred and twenty-two (222) days annually.

12-month bargaining unit members shall receive thirteen (13) regularly scheduled, paid holidays. They shall also receive two (2) floating holidays, and twenty-four (24) vacation days to be mutually agreed upon by the individual and the immediate supervisor.

- (5) The counseling staff will provide all essential services as prescribed by the College which are necessary for, and related to the counseling program at Middlesex County College. These services shall be consistent with the best practices of professional counseling.
- (6) 12-month bargaining unit members shall not be required to perform any duties other than those provided for them herein.

ARTICLE IX (continued)

- (7) All provisions of Article IX L apply to Librarians except as modified below:
 - (a) The technical services librarian shall work a Monday through Friday schedule of 8

consecutive hours, inclusive of a one-hour unpaid meal period, between the hours of 9:00 a.m. and 5:00 p.m.

- (b) Reference librarians will be assigned a schedule consisting of 5 consecutive workdays.
 - (1) The reference librarian schedules will be as follows:
 - (a) Tuesday - Saturday with one evening scheduled between Tuesday and Thursday (When the library is closed on weekends, this schedule reverts to Monday through Friday).
 - (b) Monday - Friday with two evenings scheduled between Monday and Thursday.
 - (c) Monday - Friday with one evening scheduled between Monday and Thursday.
 - (2) Weekend schedules will consist of 7 consecutive hours between 9:00 a.m. and 8:00 p.m., inclusive of a paid one-half hour meal period to be taken in the Library building. The bargaining unit member will be available during that meal period for problematic and emergency questions.
 - (3) On weekdays that include evening schedules, the bargaining unit member will work the last 7 consecutive hours the Library is open, inclusive of a paid one-half hour meal period as described above for weekend schedules.
 - (4) On weekdays that do not include evening schedules, the bargaining unit member will work an 8-consecutive-hour schedule, inclusive of a one-hour unpaid meal period, between the hours of 8:00 a.m. and 6:00 p.m.
 - (5) The designation of work schedules within these prescribed parameters will be made by the supervisor.
 - (6) A bargaining unit member's schedule will be determined on a semi-annual basis and will remain in force for a six (6)-month period (except as modified within that six (6)-month period by mutual agreement between the unit member and the supervisor). He/she will receive notice of that schedule by

ARTICLE IX (continued)

June 1 for the schedule to be in force for the period July 1 through December 31, and by December 1 for the schedule to be in force for the period January 1 through June 30. Preference for reference librarian schedules will be granted on the basis of seniority.

- (7) During any period of the calendar year when the Library is not open evenings or weekends, all full-time reference librarians will work an 8-consecutive-hour schedule, Monday through Friday, inclusive of a one-hour unpaid meal period, between the hours of 8:00 a.m. and 5:00 p.m.
 - (8) During any period when the College is open evenings, but not weekends, full-time reference librarians who normally work weekends shall work a Monday through Friday schedule including up to 2 evenings, consistent with the above.
 - (c) Work performed on the sixth consecutive day of any workweek shall be compensated at the rate of one and one-half (1-1/2) times the individual's computed hourly rate.
 - (d) Work performed on the seventh consecutive day of any workweek or work performed on Sunday (when not part of the regularly scheduled workweek) shall be compensated at two (2) times the individual's computed hourly rate.
 - (e) Up to and including two (2) librarians may request to work a 10-month schedule with preference for that option based on seniority. Such requests shall not be unreasonably denied. The bargaining unit member or members must inform his/her supervisor of his/her request for a 10-month schedule by March 1. The bargaining unit member shall be notified of the approval or denial of said request by April 1. The two-month non-working period will be scheduled between June 1 and August 30 by mutual agreement of the bargaining unit member and the supervisor. A librarian electing this option shall not be required to work more than 185 days annually; shall receive a total of 13 fixed and floating holidays and 20 vacation days; and shall be paid 10/12 of his/her 12 month salary.
5. Up to and including 2 bargaining unit members from the Counseling and Placement Services Department may request to work a 10 month schedule, with preference for that option based on seniority. Such requests shall not be unreasonably denied. The bargaining unit member or members must inform his/her supervisor of his/her request for a 10-month schedule by March 1. The bargaining unit member shall be notified of the approval or denial of such request by April 1. The two-month non-working period will be scheduled between June 1 and August 30 by mutual agreement of the bargaining unit member and the supervisor. A Counseling and Placement Services bargaining unit member electing this option shall not be required to work more than 185 days annually; shall receive a total of 13 fixed and floating holidays and 20 vacation days; and shall be paid 10/12 of his/her 12-month salary.

ARTICLE IX (continued)

9. 12-month bargaining unit members who accept block assignments to provide evening counseling services will be paid eighty percent (80%) of the contact hour rate specified in Article III C (2). This provision does not extend to regular position activities that extend

beyond the standard workday.

10. For the purpose of this Agreement, any contractually designated holiday which falls on a Sunday shall be observed on the following Monday, or if it falls on a Saturday, it shall be observed on the preceding Friday. If a holiday falls on the employee's normal day off, then he/she shall be given another paid day off.

M. If the College wishes a bargaining unit member to undertake any special project or activity, the terms and conditions of such project or activity shall be negotiated with the Union. The non-instructional rate shall be \$35.00/hour for the duration of the agreement, but the parties may agree to a higher rate in certain circumstances.

Included are all special projects and activities undertaken by bargaining unit members, with the exception of:

1. Contractually specified obligations.
2. Adjunct teaching positions.
3. Adjunct summer work for ten (10) month bargaining unit members.
4. Noncredit and noncredit-equivalent courses offered through the Institute which do not effectively duplicate or parallel course offerings of the College.
5. Development projects to design training programs, prepare materials, other than those for credit or credit-equivalent courses, or conduct industrial liaison through the Institute.

Nothing herein shall preclude the exchange of written communications outlining the special project or activity. The Union shall receive timely notice of any meetings to be held for the purpose of discussion of said project or activity and has the right to provide representation at all such meetings.

Payment under this provision will be made within 45 days of the completion of the project or activity. Payouts made beyond the 45-day period will be increased on the basis of one percent (1%) per month (prorated on the actual number of days the payment is beyond the 45-day period).

N. Bargaining unit members shall be entitled to reimbursement not to exceed \$330 for 2008-09, \$330 for 2009-10, \$340 for 2010-11, and \$350 for 2011-12 payable in May of each contract year for dues to professional associations relative to their professional duties.

ARTICLE IX (continued)

O. Bargaining unit members shall be entitled to reimbursement not to exceed \$800 during the four-year term of the contract for a medical exam. A member may elect to have said reimbursement applied against a single examination in any year or against separate examinations in each year so long as total reimbursement does not exceed the \$800 for the four years. The bargaining unit member may also choose to apply the \$800, in whole or in part, to the purchase of prescription eye glasses (contact

lenses). However, in no event shall the total expenditure under this section exceed \$800 during the term of this Agreement. College will promptly reimburse the member upon presentation of bill from a licensed physician.

Reimbursement shall be made within forty-five (45) days of submission to the Business Office. Payments which are made beyond the forty-five (45) period will be increased for each bargaining unit member on the basis of one percent (1%) per month (prorated based on the actual number of days the payment is beyond the period).

P. Military Service Pay:

When a member is called to active service in the military establishment of the United States, or in the National Guard, for a period not exceeding thirty (30) days, he/she shall continue to receive his/her salary from the college, less his/her compensation from the service.

Q. Family Health Care Benefits

- (1) (a) The Board shall provide, without cost to members of the bargaining unit, full family health care benefits to the extent and under the same terms and conditions as provided in the 1975-76 contract year, and, effective January 1, 1994, inclusive of a two million dollar lifetime coverage maximum on major medical covered expenses; \$250/350 individual/family deductible; and maximum annual payment by participants, after deductible, of 20% of the first \$2500 of covered expenses.

Effective January 1, 1994 one semester only faculty members will not be eligible for health insurance coverage. However, if they are hired for a second consecutive semester, they will be entitled to immediate coverage, in accordance with normal enrollment procedures, waiving the ninety (90) day waiting period.

A faculty member who has been covered with College health care benefits and then has a break in full-time service for a period not to exceed one (1) year, after which he/she is rehired on a full-time basis, will be entitled to health care coverage within thirty (30) days in accordance with normal enrollment procedures, waiving the ninety (90) day waiting period.

Enrollment in the Health Care Benefit Program for a bargaining unit member who becomes eligible for coverage (including any applicable waiting period) after the 24th of the month will be effective the first of the following month.

ARTICLE IX (continued)

- (b) The Board reserves the right to change health insurance carriers as long as the overall level of coverage is at a similar level overall to that currently enjoyed by the bargaining unit members.
- (c) Bargaining unit members covered under the "Traditional" plan will be eligible to

participate in a "mail order" prescription plan with 100% coverage under the plan's guidelines.

- (2) The Board will provide at its cost a Dental Plan to include the following:

Sixty-five (65) percent of the Usual, Customary and Reasonable (UCR) costs of dental services received under the categories of preventative, diagnostic, oral surgery and extractions, general anesthesia, restorative, endodontic, periodontic, and prosthodontic, after a \$25.00 deductible per person with a maximum deductible per family of \$75.00 per year up to the following maximum per person for the period of this contract: \$2,250 per calendar year. Effective January 1, 2005 the following dental benefits improvements were added to the Plan: A \$1,500 lifetime orthodonture benefit per covered person. Coverage for certain in-network procedures was increased from 80% to 100%.

Coverage will be provided for the employee, his/her spouse and his/her dependent children, up to their nineteenth (19th) birthday or, if attending school, their twenty-third (23rd) birthday.

- (3) When a full-time tenured bargaining unit member, who has been employed at Middlesex County College for at least 20 years and who has attained the age of at least 65 years, retires, the Board of Trustees shall provide for supplemental health coverage for member and his/her spouse.

The Board of Trustees will reimburse the retiree quarterly upon submission of canceled checks for the full cost of coverage for himself/herself and his/her spouse for A.A.R.P. Plan I Medigap Insurance or, in the event that said plan becomes unavailable, for comparable coverage at the lowest cost available in a plan approved by the Board. Should the retiree choose a more costly plan, reimbursement shall be limited to the then current New Jersey Plan I rate.

If the retiree shall predecease his/her spouse, the Board shall provide this coverage for the surviving spouse until his/her death.

- (4) A bargaining unit member may opt not to avail himself/herself of any or all of the above medical and/or dental coverages. He/she shall be compensated by the College at a rate based on a percent of the coverage deposit payment as follows:

55% of the coverage deposit payment. In no case shall this payment exceed 55% of the indemnity plan single or family rate for 1995-96.

ARTICLE IX (continued)

The withdrawing member shall be ineligible for re-enrollment for a period of one (1) year.

This benefit is not available to a bargaining unit member whose spouse or civil union partner is also employed by Middlesex County College and eligible for health benefit coverage. It is understood that those individuals who are affected by this limitation may enroll in full health coverage as appropriate.

- (5) The Union and Management will jointly convene a committee to study and explore the issue of healthcare benefits for domestic partners. Any report or recommendations of the committee will be presented to the Union and Management for consideration.

R. Emergency Closing:

From time to time, the college may be closed or have a delayed opening for emergency reasons, inclusive of weather conditions. When the college is closed because of an emergency for all personnel, bargaining unit members are not expected to report for work and will be paid for the day. When the college is closed because of snow for students and teaching bargaining unit members, other bargaining unit members will not be expected to report for work and will be paid for the day.

S. Tuition Reimbursement:

The College agrees to provide tuition reimbursement under the following conditions:

- (1) The graduate course or undergraduate course which is agreed to in advance by the administration and bargaining unit member and which is mutually beneficial to him/her and the college must be offered by an accredited institution of higher education.
- (2) A written request shall be submitted to the Dean and the Vice President for approval prior to enrolling in the course.
- (3) The graduate course shall be relevant to the bargaining unit member's field or fields if he/she has or has had assignments in more than one area.
- (4) Bargaining unit members shall be limited to 12 credit hours per year at the actual tuition rate, not to exceed 115% of the Rutgers University rate.
- (5) The reimbursement is only for the cost of tuition and does not include travel, cost of books or fees, student activities, etc.
- (6) The reimbursement will be made upon receipt by the college of an official grade transcript indicating a passing grade and upon the filing of the appropriate paperwork with the Business Office. In no case will a grade of D be accepted.

The reimbursement will be made within forty-five (45) days of receipt by the College of an official grade transcript indicating a passing grade and upon the filing of the appropriate paperwork with the Business Office. Payments which are made beyond the forty-five (45)

ARTICLE IX (continued)

day period will be increased for each bargaining unit member on the basis of one percent (1%) per month (pro-rated based on the actual number of days the payment is beyond the period). In no case will a grade of "D" be accepted.

- (7) Bargaining unit members eligible for this tuition reimbursement program must be employed in a full-time capacity at Middlesex County College and may not be recipient of

any benefits outlined in Article V, A(1). In no case are one-semester employees, or employees hired to replace bargaining unit members on leave eligible for tuition reimbursement. The one-semester exception applies only to those bargaining unit members who have not been hired previously on a full-time basis at Middlesex County College.

- T. The College shall establish an IRS Section 125 plan specifically to allow bargaining unit members the option of paying for child or dependent care services through a licensed provider, by way of pre-tax payroll deduction up to the maximum allowed by law and of paying for allowable health care spending by way of pre-tax payroll deduction up to a maximum of \$1500.00 annually.

Bargaining Unit members who pre-register by June 30 in any year will have preference for enrollment of their children in the College's Child Care Center for either the summer or September of that year.

- U. All bargaining unit members will be entitled to use the Physical Education Center facilities, including the swimming pool, gym, and racquetball courts at no cost.

ARTICLE X MISCELLANEOUS

Anything else in this contract to the contrary notwithstanding the contents of this Article X shall apply and shall supersede any provision inconsistent herewith.

A. On-line Distance Education

- (1) In the first semester that a bargaining unit member teaches an on-line course, he/she shall receive a contact hour load reduction equivalent to the number of contact hours of said on-line course.*
- (2) Issues regarding the assignment of on-line courses are covered by the language of Article III F.
- (3) With respect to all materials developed by a bargaining unit member for the purpose of on-line instruction, the bargaining unit member shall retain all copyright privileges recognized by federal law. No part of such materials may be used, altered or modified without express written consent of the creator of such materials except in situations where section (5) below applies.
- (4) In the event the College desires to run an on-line course with materials created by a bargaining unit member as in sections (3) and (6), the College shall first offer said course to the originator of the material. If refused, with the approval of the originator, the materials may be given to another faculty member to teach the course.

ARTICLE X (continued)

- (5 a) When the College contracts a bargaining unit member to develop on-line educational material for marketing and sale outside of the College, the Union and College will negotiate the property rights compensation and royalties of all such material on a case-by-case basis.
- (5b) When the College contracts a bargaining unit member to develop material for use in on-line courses at the College, the materials shall become and remain the property of the bargaining

unit member, consistent with applicable law. The College shall retain the right to use and supplement, but not modify, such material. The bargaining unit member shall receive compensation consistent with either a load reduction or payment for contact hours according to Article III C (2), in either case, equivalent to the number of contact hours of the on-line course.

The College will place no restrictions on the bargaining unit members right to market, sell or use the materials outside of the College either during or after the bargaining unit member's employment at the College.

For the purposes of this section, the term "develop" shall mean the creation of a complete on-line course. The term "develop" shall exclude implementing or supplementing pre-existing on-line courses available through sources either internal or external to the College.

- (6) In the event that the College seeks to use educational resources developed for on-line instruction by a bargaining unit member and said bargaining unit member agrees to allow the use of such resources by another individual for instruction at the College, the originator of such material shall be paid a one-time royalty of \$3,500 for the use of the material. Thereafter, the College shall be entitled to use and supplement but not modify the material.
- (7) The first page of all on-line transmissions shall include a copyright notice consistent with the ownership rights established in this Article.
- (8) On-line courses offered for credit or credit equivalent through the New Jersey Virtual Community College Consortium shall be subject to the appropriate definitions, conditions, and limitations as described in Article IX and this Article.
- (9) Except where the specific provisions in this Article apply, on-line courses offered for credit or credit equivalent by the College shall be subject to the appropriate definitions, conditions, and limitations with respect to contact hour overloads as defined in Article IX E.
- (10) On-line classes offered for credit or credit equivalent by the College shall be subject to the appropriate definitions, conditions and limitations with respect to workload as described in Article IX.
- (11) Any bargaining unit member teaching on-line distance education courses shall be entitled to student overload compensation calculated pursuant to Article IX F, paragraph 1, should the student load in any on-line course exceed 15. To the extent that the student load exceeds 20, the bargaining unit member shall receive double the overload payment as calculated in Article IX F, for each student over 20. In determining the student roster load for on-line

ARTICLE X (continued)

distance education courses, the 10th day and mid-term rosters will be averaged. In this instance, "roster" shall be defined as the total number of students enrolled in the course as of the 10th day and mid-term, as appropriate.

- (12) The student overload for an on-line course section(s) will be computed independently, as per paragraph 11 above. The overload, if any, for the remainder of the bargaining unit member's schedule will be calculated per the standard procedure as described in Article IX F.

*Faculty who taught an on-line course prior to January 2001 will receive release time in accordance with paragraph 1 above in the next semester in which they teach an on-line course they have never taught on-line previously.

B. Adjunct Personnel

- (1) Adjuncts will not be used to replace tenured and tenure track bargaining unit members' positions.
- (2) The Board may hire adjunct personnel at its discretion in any department in which there are at least as many tenured and tenure track employees (including those on paid and unpaid leave) as there were during the 1980-81 contract year. For the purposes of establishing the number of tenured and tenure track employees during the 1980-81 contract year, bargaining unit members on paid and unpaid leave will be included in the count. (Appendix D, attached hereto, sets forth the number of tenured and tenure track unit members in each department during the 1980-81 contract year.) If departments are merged, the number of tenured and tenure track bargaining unit members, including those on paid and unpaid leave in the surviving department, shall be the total of that department plus those of the department merged into it for purposes of establishing the 1980-81 base contract year count.

In the event that the number of full-time bargaining unit members in a department falls below the 1980-81 contract year level established by the preceding, the Board may not employ adjunct hours in excess of one contact hour less than the normal semester's teaching load in that department, where a normal semester's teaching load is defined as one-half (1/2) the yearly teaching load in that department. For the purposes of this provision, the English Department's yearly load shall be considered to be twenty-four (24) contact hours and all other departments shall be considered to be thirty (30). The following are exceptions to the limit imposed by this section:

- (a) When reduction of tenured or tenure track bargaining unit members has arisen due to resignation or retirement and upon granting a sabbatical in the same department, the Board shall have the right to cover the bargaining unit member's workload by hiring additional adjunct personnel. Adjuncts appointed to meet the workload obligations of the bargaining unit members on sabbatical leave shall not fall within any limitations imposed by this section.
- (b) In the event that notification of a resignation of a bargaining unit member is

ARTICLE X (continued)

after June 15, his/her position may be filled by adjuncts for the fall semester without said adjunct teaching hours accumulating toward the department's adjunct hour limitation, provided the Board has made best efforts to obtain a full-time employee.

- (3) Adjuncts will be responsible for tutoring their own students.

C. Teaching Faculty Job Security

- (1) If a tenured or tenure track teaching bargaining unit member has insufficient work load between 8:00 a.m. and 5:30 p.m. Monday through Friday to maintain his/her position at the college, he/she shall be assigned credit or credit equivalent courses offered by any academic or administrative unit of the College outside of that time frame for which he/she has been evaluated as capable of teaching by the Vice President, Dean, or Department Chair, or has taught within the last six (6) years, provided that the final evaluation is not negative in the subject course(s).

First priority in assignments made under this clause will be to courses offered by the department of the affected member. Said courses shall be assigned on a reverse seniority basis to a maximum of eight (8) contact hours per bargaining unit member.

If, after assigning up to eight (8) contact hours of said courses to the most junior, qualified bargaining unit member within the department there are still not an adequate number of sections to comprise full teaching loads for all tenured and tenure-track bargaining unit members, such courses up to a maximum of eight (8) contact hours will be assigned to the next most junior bargaining unit member who is qualified under the previously specified criteria to teach such courses. Said courses shall be assigned to affected bargaining unit members prior to any adjunct assignments.

- (2) The following provisions of the contract do not apply to the portion of a bargaining unit member's schedule assigned pursuant to the provisions of Article X B (1):

Article III V (a)
Article IX K 2

With regard to Article IX K 2, the administration will make its best efforts to assign courses to bargaining unit members teaching part of their full-time assignment outside of the 8:00 a.m. to 5:30 p.m., Monday through Friday, time frame so that the seven (7) hour span is maintained; however, the bargaining unit member's span shall consist of no more than ten (10) hours from the first class to the last class.

ARTICLE X (continued)

D. 12-Month Bargaining Unit Member Job Security

If a tenured or tenure-track or permanent full-time 12-month bargaining unit member has insufficient work load between 8:00 a.m. and 5:30 p.m. to maintain his/her position at the College, and if a responsibility related in function or current preparation for which the 12-month bargaining unit member has been evaluated by the director/chairperson, appropriate dean, or the Vice President as

being capable of performing or has performed, is being performed on an adjunct or part-time basis at the college, and if the assignment of such responsibility to said 12-month bargaining unit member would comprise or complete a full-time work load, said assignment shall be made to complete the program.

The 12-month bargaining unit member's span shall consist of no more than nine (9) hours from the beginning of said responsibility to the end of said responsibility.

A 12-month bargaining unit member assigned said responsibilities under this Article shall suffer no diminution in salary, benefits, or other terms and conditions of employment.

E. Duration of Work Year

The Union and the Board agree that the total number of workdays remain the same for 2008-09, 2009-10, 2010-11 and 2011-12 as in 1987-88.

F. Application and Distribution of Labor Contract:

- (1) This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or bylaws provisions of the Union heretofore in effect.
- (2) Copies of this Agreement shall be presented to all bargaining unit members now employed or hereafter employed by the Board. The Faculty Handbook shall be available on the first day of classes each year.
- (3) If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full effect.
- (4) The College asserts and the Union denies that certain contract sections incorporated in whole or in part, are nonmandatory subjects of negotiation.

ARTICLE X (continued)

G. Initiation of Interim Negotiations

Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this Agreement shall not be subject to further negotiations during the term of this Agreement. The Union and Board bargaining representatives shall meet, unless otherwise mutually agreed, within four (4) days of the receipt of the communication and shall continue to meet until the

matter to be negotiated has been resolved by agreement.

H. Agency Fee

The Board agrees that the union may collect a representation fee in lieu of dues from nonunion members in the bargaining unit, and the Board will implement payroll deductions as provided in the relevant New Jersey statute.

The union shall indemnify the College for any liability or damages incurred by the Board as a result of implementing said payroll deductions in accordance with said statute from claims arising from bargaining unit members employed by the Board on or before February 1, 1981.

The Board will notify all new employees of the collection by payroll deduction of representation fee in lieu of dues.

ARTICLE XI DURATION OF THE AGREEMENT

This Agreement shall be in effect as of the date of ratification by both parties with salaries and fringe benefits retroactive to July 1, 2008, (the 2008 Adjunct Rate shall take effect beginning with pre-summer 2008 courses) and shall continue in effect until June 30, 2012.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF the parties hereto cause these presents to be signed and sealed or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

THE BOARD OF TRUSTEES OF
MIDDLESEX COUNTY COLLEGE

LOCAL 1940 AFT

CHAIRMAN

PRESIDENT/REPRESENTATIVE

DATE OF RATIFICATION

DATE OF RATIFICATION

APPENDIX A

This agreement entered into this _____ day of _____, _____ by and between the Board of Trustees of Middlesex County College, a corporation organized pursuant to R.S. 18A:64A-1 et seq., hereinafter referred to as "Board of Trustees"; and _____, hereinafter referred to as "Bargaining Unit Member";

WITNESSETH:

1. The Board of Trustees does hereby agree to employ and does hereby engage in employ the Bargaining Unit Member as a _____ in the _____ Department
(1) (2)
(under tenure) _____ at Middlesex County College for _____, at the salary of
(3) (4)
\$ _____, with the rank of _____.
(5) (6)

2. Both parties acknowledge and agree that the Agreement between the Board of Trustees of Middlesex County College and the Faculty Union of Middlesex County College, Local 1940 AFT (AFL-CIO), for the school years _____ as amended, is expressly made a part of this employment contract, and the parties hereto agree to be bound by all of the terms and conditions of said contract for the period said Agreement is in effect, provided that neither party waives hereby any rights under the laws of the State of New Jersey in effect at the time of claiming hereunder.

3. The Bargaining Unit Member agrees to accept the employment aforesaid and agrees to faithfully do and perform the duties under the aforesaid employment.

APPENDIX A (continued)

NOTE:

1. In this space shall be inserted professional occupation, such as teacher, counselor, etc.
2. In this space shall be inserted the department or division in which he/she is to be employed.
3. "Under tenure" shall appear only in those contracts where member has tenure on the first day of employment under this contract.
4. This shall read "fiscal" for 12-month employees; "academic" or "semester" for all other employees.
5. Here shall appear annual or prorated salary for either academic semester or fiscal year as appropriate.
6. Here for each member, shall appear his/her academic rank, if any.

This is subject to approval by counsel for both parties.

APPENDIX B

2004-05, 2005-06, 2006-07, and 2007-08 Span and Days of 10-Month Teaching Bargaining Unit Member Obligation

- (1) The calendar shall provide no more than 262 days from the first day of teaching bargaining unit member obligation to the last day of teaching bargaining unit member obligation.
- (2) Within the school year there shall be a maximum of seventy (70) days of class obligation per semester for teaching bargaining unit members on a five (5) day week program, and appropriately reduced for bargaining unit member on four (4) day week programs per Article III-H of the contract.
- (3) Winter recess shall include at least twenty-seven (27) calendar days, but not more than twenty-nine (29) calendar days, wherein bargaining unit members shall not be obligated to be present and nine (9) calendar days for Spring recess, at approximately mid-semester, wherein bargaining unit members shall not be obligated to be present.
- (4) Bargaining unit member attendance shall not be required for the following holidays: Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, President's Day and Good Friday.
- (5) The workday under the 2004-05, 2005-06, 2006-07, and 2007-08 academic calendars shall span no more than seven (7) hours and twenty-five (25) minutes from the beginning of the first period to the end of the last period.
- (6) A class hour shall not exceed fifty-five (55) minutes.
- (7) Teaching bargaining unit members shall be obligated for the following for the 2004-05, 2005-06, 2006-07 and 2007-08 academic calendar years:
 - a. Two faculty meeting and orientation days.
 - b. Four (4) days for change of program, student orientation, faculty advisement and student academic status review, and one (1) day for professional development.
 - c. Three days in each semester shall be devoted to special final examinations. Normally, final examinations will be given during the last week of regularly scheduled classes. The special final examination period will be used to administer departmental examinations. Teaching bargaining unit members in departments using departmental examinations may be required to proctor during that period. The Board shall make best efforts to evenly distribute proctoring assignments within the department. Teaching bargaining unit members who desire to schedule a nondepartmental final exam during the special examination period shall so request of the department chairperson at least sixty (60) days in advance. Permission shall not be unreasonably withheld provided such scheduling does not create a conflict for the students and the facilities are available.

APPENDIX B (continued)

8. Attendance at curriculum development days shall be voluntary and attendance at professional development days in excess of one shall be voluntary.
9. The Published Calendar shall set forth the first day and last day of bargaining unit member obligation consistent with the above. The Calendar shall also stipulate that Martin Luther King Day is a designated faculty holiday although it falls within the winter break period.
10. The span of the workday, class hour, workyear and days of bargaining unit member obligation as set forth above shall remain in force for the duration of the Agreement.

APPENDIX C

Faculty-Staff Parking

Following is a list of all parking lots showing the location.

FACULTY-STAFF	<u>SPACES</u>
Parking Lot #1 - (West Hall) 162 green spaces for Faculty-staff in the first three rows closest to Avenue "B".	162
Parking Lot #2 - 26 green spaces for faculty-staff in the first row directly in front of Police Headquarters. Lot located between Police Headquarters and athletic field behind the Gym.	26
Parking Lot #4 - 68 green spaces for faculty-staff. 44 of these spaces are in the first row closest to Loop Road. 26 of these spaces are in the second and third row, first bay closest to the Gym. Lot located between the Gym and the water tower.	68
Parking Lot #5 - There are 48 red spaces in this lot, these are for disabled persons either faculty-staff or student. Lot located on east side of Main Hall.	
Parking Lot #6 - 135 green spaces for faculty-staff. These spaces are from Avenue "A" halfway through the lot, ending between Raritan Hall and Health Tech. Lot located behind Raritan Hall.	135
Parking Lot #7 - 58 green spaces for faculty-staff; this is entire lot. Lot located north side of Raritan Hall.	58
Parking Lot #8 - 38 green spaces for faculty-staff; this is entire lot. Lot located between North Hall and East Hall.	38
Parking Lot #9 - (west side of North Hall) 4 green spaces for faculty-staff; spaces in this lot are red, they are for Health Services emergency parking only.	4
Parking Lot #10 - (next to Child Care Center) 18 green spaces for faculty-staff; this is the entire lot.	18
Parking Lot #11 - (along Mill Road) 6 green spaces for faculty-staff; these spaces are closest to Day Care Center.	6
Maintenance Building Lot	<u>40</u>
TOTAL FACULTY-STAFF SPACES	555

APPENDIX D

Numbers of tenured and tenure track bargaining unit members by department during the 1980-81 contract year:

	Economic Opportunity Fund Program
2	bargaining unit members
	Library Services
4	bargaining unit members
	Registrar
2	bargaining unit members
	Admissions
4	bargaining unit members
	Counseling and Placement Services
10	bargaining unit members
	College Center
1	bargaining unit member
	Financial Aid
1	bargaining unit member
	Accounting Department
15	bargaining unit members
	Hotel/Restaurant & Institution Management Department
2	bargaining unit members
	Business Administration & Management Department
8	bargaining unit members
	Secretarial Science Department
4	bargaining unit members
	Marketing Art & Design Department
5	bargaining unit members
	English Department
22	bargaining unit members
	Modern Languages Department
2	bargaining unit members
	Social Sciences Department
22	bargaining unit members

APPENDIX D (continued)

		Visual Arts Department
3	bargaining unit members	
		Performing Arts Department
4	bargaining unit members	
		Education Technology Department
1	bargaining unit member	
		Health, Physical Education & Recreation Department
9	bargaining unit members	
		Nurse Education Department
25	bargaining unit members	
		Medical Laboratory Technology Department
1	bargaining unit member	
		Dental Auxiliaries Education
8	bargaining unit members	
		Radiologic Technologies Department
2	bargaining unit members	
		Social & Rehabilitation Services Department
2	bargaining unit members	
		Biology Department
15	bargaining unit members	
		Chemistry Department
12	bargaining unit members	
		Physics Department
6	bargaining unit members	
		Mathematics Department
12	bargaining unit members	
		Electrical Engineering Technology Department
5	bargaining unit members	
		Mechanical/Civil Construction Engineering Technology Department
8	bargaining unit members	
		Computer Science Department
8	bargaining unit members	

APPENDIX E

SEVERANCE COMPENSATION PROGRAM

1. A bargaining unit member who has attained the age of fifty-five (55) on or before June 30, 2005, 2006, 2007, or 2008 and who has completed at least fifteen (15) years of full-time service at Middlesex County College on or before June 30, 2005, 2006, 2007 or 2008, may elect to participate in the severance compensation program outlined below. Bargaining unit members who elect to participate in the program must inform their Department Chairperson/Director, in writing, of their intention to participate on or before October 15 of any given year as set forth above. Participants may elect to leave on December 31 or June 30 of any given year as set forth above.
2. This program cannot be used in conjunction with any other severance compensation program.
3. Bargaining unit members who elect to participate in this Program will receive a lump sum payment from the College in July of appropriate year in accordance with the following table:

a.	<u>Number of Years of Service</u>	<u>Payment*</u>
	15 – 20	100%
	21	80%
	22	70%
	23	60%
	24	40%
	25	30%
	26	20%
	27	20%
	28	10%
	29	10%

*Calculated by applying the indicated percentage to the last active year's contractual salary.

- b. To allow a bargaining unit member who completes fifteen (15) years of service prior to the minimum eligibility age of fifty-five (55) to take full advantage of this program, for purposes of this provision only, such individuals will have their service total reset to fifteen (15) years at age 55 to determine eligibility and payment level.
- c. The parties agree that "years of service" for determining percentage of salary to be paid shall be calculated based upon full years of service time, which will be or would have been completed by June 30 of the academic year in which the bargaining unit member shall leave the College. Individuals must meet the minimum age and length of service criteria on or before the date they leave, either December 31 or June 30.

4. At the request of the individual, the College shall continue to provide full family health benefits to an individual participating in this program until he/she attains the age of 65. Participants shall pay the cost of such health benefits in the manner directed by the College. When the retiree reaches the age of sixty-five (65), he/she may be eligible for the insurance benefits provided by the College pursuant to Article IX, Q (3) of the 2004-2008 Agreement.
5. No more than ten (10) faculty members may participate per academic year in this program, including both December and June retirees. In the event that more than ten (10) faculty members apply for this program, seniority (years of service at the College) will be used to determine the ten (10) participants.
6. Bargaining unit members who have properly applied for Appendix E benefits in 2004-05 will receive the benefit according to the terms of the prior agreement.

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