



AGREEMENT

Between

THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE

AND

THE UNION COUNTY COLLEGE CHAPTER OF THE AMERICAN
ASSOCIATION OF UNIVERSITY PROFESSORS

SEPTEMBER 1, 2009 – AUGUST 31, 2012

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ARTICLE I

I. DEFINITIONS

As used in this agreement:

- A. "Board" means the Board of Trustees of Union County College.
- B. "Chapter" means the Union County College Chapter of the American Association of University Professors.
- C. "College" means Union County College.
- D. "President" means the President of the College.
- E. "Academic Vice President" means the Vice President of Academic Affairs of the College.
- F. "Academic Officers" means the President, Academic Vice President, Director of Libraries, Provosts, and Associate Vice-Presidents for Academic Affairs or others carrying similar titles to whom the Board has delegated academic responsibilities.
- G. "Instructional staff" means all persons employed by the Board or its agents who teach courses for college or institutional credit at the College.
- H. "Professional library staff" means all persons employed by the Board or its agents who perform professional library work at the College.
- I. "Full-time members of the instructional staff" means all individuals who are members of the instructional staff and who normally are assigned to teach thirty (30) credit hours or their equivalent credit hours each academic year.
"Temporary members of the instructional staff" means all individuals who are members of the instructional staff who are assigned to teach fifteen (15) credit hours or their equivalent credit hours for one semester within an academic year.
- J. "Full-time members of the professional library staff" means all individuals who are members of the professional library staff and who normally are assigned to a thirty-five (35) hour work week over a twelve (12) month period.
- K. "Faculty" means all full-time members of the instructional staff and all full-time members of the professional library staff.
- L. "Courses for college credit" means courses for which Union County College gives credits.

- M. "Credit or equivalent contact hour" means fifty-five (55) minutes of classroom instruction, fifty-five (55) - sixty (60) minutes of laboratory or teaching clinic instruction, fifty (50) minutes of TAC (Theme Analysis Conference), 110 minutes of art, television, drama studio instruction and practice laboratories in sign language, and 165 minutes in the film viewing component of courses in film, liaison clinics, and practical nursing clinics.
- N. "Laboratory" means any laboratory which is offered to students as a course of instruction or as part of a course of instruction but does not mean any specialized facility or program in which students receive help on an individualized basis.
- O. "Department" means an academic department of the College.
- P. "Specialized facility" means a facility in which students receive help on an individualized basis through the means of auto-tutorial media and/or peer instruction and/or assistance by a laboratory instructor and/or consultation with a faculty member as part of a course of instruction or on a referral or walk-in basis but does not mean "Laboratory" as defined in Section N of this Article or art and drama studio instruction or TAC (Theme) Analysis Conference) or clinic.
- Q. "Academic year" means two (2) semesters of approximately equal length over a thirty (30) week period of instructional activity, including up to two (2) weeks of examinations during each semester between September 1 and June 30, and except that faculty teaching in the Licensed Practical Nursing Program may be required to teach during the summer months. For such teaching the faculty in the Licensed Practical Nursing Program shall be compensated at the rate specified in Article XXI (Compensation), I. This summer obligation shall not extend their total academic year teaching obligation beyond a total of forty-four (44) weeks and shall not extend beyond August 31.
- R. "Tenure-track appointment" means the appointment of a faculty member who is eligible for tenure provided that the faculty member meets the requirements for reappointment and tenure and that there are no other conditions which would preclude reappointment or tenure.
- S. "Non-tenure track appointment" means a three-year appointment as defined in Article XI (Faculty Appointments), Section 3c. A "replacement appointment" is an appointment for the purpose of replacing a full-time faculty member who is on

leave for a period not to exceed one academic year as specified in Article XI (Faculty Appointments), Section C3b.

- T. “Teaching clinic” means instruction in which a faculty member teaches and supervises students who are developing abilities and skills by working with actual medical patients.
- U. “Field work supervision” means the placing, supervision, scheduling, and evaluating of students who are assigned as a course or as part of a course, to work at an off-campus site or facility in which the student develops skills and abilities related to the course or discipline. It also includes the faculty member visiting the facility or site and maintaining communication and coordinating with both students and supervisors and holding classes or seminars for the students.
- V. “Liaison clinic” means field work supervision as defined in Section U of this Article, but in which the course taken by the students is in a medical discipline and involves the students in working with actual medical patients and/or the medical records of patients.
- W. “Distance Learning” means a method of instruction, either synchronous or asynchronous, designed to deliver education to students who are not physically on-site. Faculty and students communicate through the use of electronic media such as email, threaded discussion, online submissions, or other Web-based methods. A distance education course that does not require any physical on-site presence shall be considered an online course of study. An online course may require proctored examinations. A distance education course that requires a physical on-site presence for any reason on a specific day and time shall be considered a blended course of study. Online and blended courses will adhere to the same semester dates as posted on the official Union County College Calendar.
- X. Seniority. For the purpose of assigning classes to full time members of the instructional staff, seniority shall be based upon the total number of years of full time teaching in a department. For the purpose of implementing Article XXX (Reduction in Force and Seniority), seniority shall be based upon the total number of years of full time teaching in a department, except where a faculty member has taught in more than one department in which case seniority shall be based upon the total number of years of full time teaching at the College, or in the case of full

time members of the professional library staff, seniority shall be based upon the total number of years of full time professional work in the library.

ARTICLE II

II. RECOGNITION

- A. The Board recognizes that the Chapter is the certified exclusive negotiating representative of all full-time instructional and professional library staff employed by Union County College excluding managerial executives, confidential employees, police and craft employees, supervisors and all other employees as set forth by the State of New Jersey Public Employment Relations Commission on November 9, 1983, in case number RO-83-116.
- B. Subject to governing law, this Agreement shall apply in full force and effect to any and all accretions of the unit and specifically to all full-time instructional and professional library staff who perform duties which are the same as or are similar to the duties performed by full-time instructional and professional library staff presently employed by the Board.

ARTICLE III

III. CHAPTER MEMBERSHIP

- A. The College and Chapter acknowledge that faculty have, and are protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the Chapter or to refrain from any such activity.
- B. Any faculty member who does not join the Chapter shall be required to pay the majority representative a representation fee in lieu of dues.

ARTICLE IV

IV. **DUES AND REPRESENTATION FEES**

A. **DUES DEDUCTION**

1. The College agrees to deduct Chapter dues from the salaries of employees who submit to the College a signed and dated authorization statement requesting and authorizing the deduction.
2. The dues shall be in the semi-monthly amount certified by the Chapter for current membership dues or such amount as may be certified for dues in each subsequent year. Any change in the amount of dues shall be certified to the College by the Chapter at least thirty (30) days prior to the requested date of such change.
3. An employee may terminate his or her authorization effective January 1 or July 2 of any year, but only by prior written notice from the employee to the College.
4. An employee authorizing dues deduction waives all rights and claims for money so deducted and releases the College and its officers and agents from any liability therefore.
5. Dues deductions will be made beginning the first pay period following receipt of the written authorization.
6. Any unit member who does not wish to become a member of the Chapter shall not be required to become a member.

B. **REPRESENTATION FEE**

1. Subject to the provisions of applicable laws and regulations and the conditions set forth below, during the term of this contract the Chapter shall be entitled to a representation fee equal to no more than 85 percent of regular Chapter dues by payroll deduction from the salaries of members of the unit who are not members of the Chapter; provided, however, that membership in the Chapter is available to all employees in the unit on an equal basis and that the representation fee in lieu of dues shall be available only so long as the Chapter remains majority representative of the employees in the unit and maintains a

demand and return system which complies with the provisions of applicable laws and regulations.

2. The Chapter shall certify to the College that the amount of such representation fee in lieu of dues was determined in accordance with applicable law. In no event shall such fee exceed 85 percent of the Chapter's regular membership dues. Such deductions shall be made in the semi-monthly amounts certified to the College by the Chapter.
3. In no case sooner than the thirtieth (30) day following the beginning of an employee's employment in a position included in the bargaining unit, and the tenth (10) day following reentry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a reemployment list, shall payment of the representation fee in lieu of dues be made to the majority representative.

C. **TRANSMITTAL**

1. The College shall transmit to the Treasurer of the Chapter:
 - a. A check for the total amount deducted and
 - b. A statement setting forth the names of the unit members for whom dues or representation fees were deducted.
 - c. The College shall provide, within sixty (60) working days following the beginning of each semester, a list of all full-time faculty and full-time professional library staff members, both tenure and non-tenure track, who have been employed by the College subsequent to the previous semester. In addition to the names of such employees the College shall provide their date of employment, salaries, and rank.
 - d. The College will provide all newly hired full-time faculty members with a dues authorization form and a copy of this Agreement. The dues authorization form will include instructions to indicate it should be returned to the Chapter treasurer.
 - e. The College shall notify the Chapter, in writing, of the termination of employment or the change in status of any member of the bargaining unit within thirty (30) days after Board action.

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

D. **CHAPTER OBLIGATIONS**

1. The provisions of this Article are conditioned upon the Chapter's compliance with all requirements set forth by statute.
2. The Chapter hereby agrees to indemnify and save the Board harmless against any and all claims, demands, suits, and other forms of liability that may arise out of, or by reason of, action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article, or in reliance upon any notice furnished under any provision of this Article.

ARTICLE V

V. **GUARANTEE OF RIGHTS**

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

ARTICLE VI

VI. BOARD RIGHTS

- A. The Board hereby retains and reserves unto itself all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies, and professional organizations, such as the national office of the American Association of University Professors, provided however, that this dealing shall not repeal, rescind, or be otherwise inconsistent with the terms and conditions of this Agreement.

ARTICLE VII

VII. CHAPTER RIGHTS

- A. The Chapter shall have the right to conduct official business at the College, provided that this business does not interfere with normal operations of the College.
- B. Faculty Committees and the Chapter shall have the right to use one (1) separate office in a College building. The Board shall provide appropriate furnishings and a telephone with its own number or extension number for this office. The Chapter shall reimburse the Board for use of the telephone for Chapter business.
- C. The Chapter shall have the right to use College buildings at all reasonable hours for meetings and other official business, provided that the policies of the Board pertaining to the use of buildings and applying to all officially recognized organizations are followed.
- D. The Chapter shall have the right to use facilities, equipment, and services if available at the College, including audio-visual, duplicating, computing equipment, food services, and other services. The Chapter shall pay for this use at cost to the Board.
- E. The Chapter shall have the right to use existing designated bulletin boards for the publication of official notices.

ARTICLE VIII

VIII. **ACADEMIC RANKS**

- A. All full-time members of the instructional staff shall be classified in the academic rank of senior professor/professor, associate professor, assistant professor, or instructor.
- B. All full-time members of the professional library staff shall be classified in the academic rank of senior librarian/librarian, associate librarian, assistant librarian, or librarian I.

ARTICLE IX

IX. WORK OF THE FACULTY

A. WORK OF THE FACULTY

1. The teaching of courses for college credit and the teaching of developmental courses and laboratories which are offered through a department of the College shall be considered work of the faculty. Offerings designed as an adjunct to, supplemental to, or remediation for any credit, credit equivalent, developmental or laboratory course(s) may be offered for three (3) semesters under the auspices of the Vice President for Academic Affairs. However, prior to such offerings being made a regular part of the College curriculum they will be submitted to the appropriate department and the Faculty Curriculum Committee for review and approval.
2.
 - a. A non-unit member may not teach a course in a department where a faculty member in that department is qualified to teach that course, and is willing to teach that course. The assignment of courses for credit, developmental courses and/or laboratories to persons other than full time members of the instructional staff shall be considered tentative, pending the cancellation of courses, or the final assignment or reassignment of courses to full time members.
 - b. A member of the instructional staff who teaches fifteen (15) credit or equivalent credit hours a semester for two (2) consecutive semesters shall be considered a faculty member as of the beginning of that second semester, as defined in Article I, Sections I and K of this Agreement and shall be subject to all terms and provisions of this Agreement. The Chairperson of each department shall obtain the written approval of the Academic Vice President or his or her designee before scheduling a part-time member of the instructional staff who has taught fifteen (15) or more credits or equivalent credit hours in the immediately preceding semester. The College shall provide the Chairperson of each department a list of all part-time faculty members who have taught fourteen (14) or more credits

or equivalent credit hours in the immediately preceding semester in more than one department.

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

B. WORK OF THE PROFESSIONAL LIBRARY STAFF

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

C.

1. Consistent with the terms of this agreement, where it is necessary for the fulfillment of instructional requirements, the full-time faculty and full-time members of the Professional Library staff **may be supplemented** by competent part-time teachers or Library staff members serving under the supervision of full-time faculty and Director of Libraries. In appropriate circumstances temporary full-time faculty members may also be assigned by the College in accordance with the provisions of Article XI (Faculty Appointments).

ARTICLE X

X. APPOINTMENT OF PART-TIME MEMBERS OF THE INSTRUCTIONAL STAFF AND PROFESSIONAL LIBRARY STAFF

A.

1. Part-time members of the instructional staff who teach courses for college credit, developmental courses, and/or laboratories which are offered through a department of the College shall be assigned to that department. These part-time members of the instructional staff may be appointed for a term of one (1) semester if recommended as academically qualified by the department chairperson of the department in which they are to serve. These part-time members of the instructional staff may be reappointed on a semester-to-semester basis if recommended as academically qualified by the department chairperson and where the department has assembled evidence of demonstrated teaching competence. The evaluation of part-time members will be conducted each semester by the department chair or their designee.
2. Part-time members of the instructional staff who teach courses for college credit, developmental courses, and/or laboratories which are not offered through a department of the College shall be assigned to the Office of the Academic Vice President. While there, part-time members of the instructional staff may be appointed for a term of one (1) semester and may be reappointed if academically qualified and has demonstrated teaching competence.
3. Within fifteen (15) working days after receipt from the Department Chairperson, the College will provide to the Chapter the names of all part-time faculty employed for that semester and the number of credit or equivalent contact hours they are assigned to teach in that semester.

B. Part-time members of the professional library staff shall be assigned to the library. Part-time members of the professional library staff may be appointed and reappointed, if recommended as academically qualified and where evidence has been assembled of demonstrated competence.

C. The combined total of courses taught by part-time members of the instructional staff within a department or across multiple disciplines in any semester, including

late start courses and UCC 101, shall not exceed fourteen (14) credits or contact hours. Non-credit continuing education, non-credit IBI, CEWD, Life Center, and Project Inside courses shall not be included in the calculation of the combined total. Credits resulting from an emergency assignment once an academic semester has begun will also be excluded from counting toward the fourteen credit limit. All such exclusions require the express written permission of the department chair, AAUP chapter president, and Academic Vice President. In the event of department chair error, credits resulting from such error shall be excluded from counting towards the fourteen (14) credit limit.

ARTICLE XI

XI. FACULTY APPOINTMENTS

A. PROCEDURE FOR APPOINTMENT TO EXISTING DEPARMENTS

1. Whenever the appointment of a faculty member has been authorized by the President, the Academic Vice President or his or her designee shall inform the department chairperson in the department which the faculty member is to serve or, in the case of the Library, the Director of Libraries.
2. The Academic Vice President or his or her designee in consultation with the department chairperson concerned or, in the case of the Library, the Director of Libraries, shall determine the qualifications and background characteristics of applicants and the academic rank and appropriate salary range. Normally the salary shall be within the minimum and maximum range established for the rank; however, exception to the maximum salary may be made by the Academic Vice President based upon prevailing market conditions or other appropriate conditions that might influence the availability of potential employees.
3.
 - a. The department or, in the case of the Library, the full-time members of the professional library staff shall elect a committee of not more than three (3) of its members, at least one of whom shall be tenured, if possible, which with the Department Chairperson or, in the case of the Library, the Director of Libraries, shall conduct the search for and the evaluation of applicants. The Department Chairperson or, in the case of the Library, the Director of Libraries shall serve as the chairperson of the Committee and shall have the right to vote and to participate fully in all deliberations of the Committee. Each search committee shall include the Affirmative Action Officer or his/her designee. The appropriate Academic Officer shall have the right to consult with the search committee during the search for and evaluation of candidates.
 - b. The position shall be open to any qualified person.
 - c. The search shall be widely publicized.

- d. Copies of all applications for the position and other pertinent data shall be reviewed by the Committee.
- e. The Committee shall keep appropriate and necessary records of its proceedings. These records shall be kept in the Chairperson's office or, in the case of the Library, the Director of Libraries' office during the search and evaluation process and thereafter shall be forwarded to the appropriate Academic Officer for permanent filing.
- f. All Affirmative Action forms will be completed by the Department Chairperson and forwarded to the Affirmative Action Officer at the conclusion of the search.
- g. In the recruitment for any vacant position major attempts will be made to recruit qualified women and/or minorities. The College in all its components will be mindful of the goals set in the Affirmative Action plans that it has adopted.

4.

- a. The Committee shall recommend three (3) persons as academically qualified to the Academic Vice President or his or her designee unless the Committee determines that fewer than three (3) applicants are academically qualified in which case the number qualified shall be recommended.
- b. Normally the President shall appoint as a member of the faculty only a person who has been recommended as academically qualified by the Committee. However, for good reason, which the President should communicate to the appropriate Department Chairperson, the President may appoint as a faculty member a person not recommended by the Committee but who is academically qualified.

B. PROCEDURES FOR APPOINTMENT TO NEW DEPARTMENTS

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

C. **CONDITIONS AND TERMS OF FACULTY APPOINTMENTS**

1. All appointments shall be effective September 1 or the beginning of the second semester.
2. All appointments shall be tenure-track appointments except as provided for in Part C, Section 3.b. and 3.c. of this Article. Union County College considers tenure-track appointments to be the standard for faculty hiring.
3.
 - a. All tenure-track appointments shall be for one (1) academic year if they are effective September 1 or for the remainder of the academic year in which they are made and the following academic year if they are effective after September 1.
 - b. Replacement faculty members appointed to replace a specific faculty member on an authorized leave of absence may be appointed for the period the specified faculty member is on leave, not to exceed a period of one academic year.
 - c. Faculty appointments on a non-tenure contract other than those described in Article XI. C.3.b. may be made only on academic or administrative considerations and only after the Vice President for Academic Affairs consults with the appropriate academic department chairperson and the President of the American Association of University Professors, Union County College Chapter and declares in writing the academic department involved meets one or more of the following criteria:
 - There is convincing evidence to believe the funding of the students or the academic department or the College as a whole may decline significantly,
 - There is convincing evidence that the enrollment in the academic department or the College as a whole may decline significantly,
 - The proportion of tenured faculty in the academic department would, by the addition of a tenure-track position, bring the proportion of individuals in the department above the level deemed necessary to maintain an appropriate balance between tenured and non-tenured faculty, given current practice; however, the number of non-tenure

track faculty in the academic department will not exceed the following limits: Academic departments with:

- ♦ Less than ten members—2 positions
- ♦ Eleven to twenty members—4 positions
- ♦ Twenty-one to thirty members—5 positions
- ♦ Greater than thirty-one members—6 positions

Subsequent to the appointment of a non-tenure-track faculty member to a department, the number of sections taught by adjunct faculty in that department shall not significantly exceed the percentage of sections taught by adjunct faculty in that department during the fall semester of 1996. Should this occur, an additional full-time tenure-track faculty member shall be hired in that department at the beginning of the next academic semester.

Faculty appointed to non-tenure track contracts may be appointed for a maximum of three years. By the end of the third year of employment, the College must either grant the faculty member a tenure-track appointment, or:

- (1) where the Peer Evaluation Committee recommends reappointment but a tenure-track appointment is not granted by the Board, offer the faculty member a terminal one year appointment for the succeeding academic (calendar) year;
- (2) where the Peer Evaluation Committee does not recommend reappointment and reappointment is not granted by the Board, the College need not offer the faculty member a terminal one year appointment.

Faculty and librarians who receive a multi-year contract under these conditions shall be evaluated annually for reappointment as are all other non-tenured full-time faculty and librarians. If a tenure-track position becomes available in an academic department, replacement faculty and non-tenure track faculty in that academic department will be evaluated by the Department Evaluation Committee as specified in Article XI.A.3.a. as a candidate to fill said position prior to the conduct of an external search.

Non-tenure track faculty members, including non-tenure track replacement faculty, who are granted tenure-track appointments shall be given up to three years of College service credit for the length of their most recent continuous service under their non-tenure track faculty contracts.

If a reduction in force or dismissal for cause eliminates a tenure-track faculty member, a non-tenure track faculty member cannot be used to fill said position for five academic years.

If the issuance of a one-year terminal contract is for any reason other than failure to meet the criteria for reappointment as specified in Article XII. of the Collective Bargaining Agreement, the position shall be deemed unnecessary and cannot be filled with another non-tenure track position for five academic years.

- (1) Specifically, and only for faculty hired to coordinate a newly developing program, an additional non-tenure track category contract will be offered by the College. The appointment will stipulate:
 - a) If the program is on a probationary status for the third year of the appointment, the faculty member will be so notified by the Vice President for Academic Affairs.
 - b) By January 31 of the third year, the faculty member will be notified of non-renewal or will be offered a tenure-track position for the fourth year.
- d. All full-time faculty appointments shall be made in accordance with NJAC 9A:7-3.1;3.2.
- e. Faculty and librarians who have worked full-time at the College for a period of five consecutive academic years in accordance with Article XV.B.1.a shall have tenure.
- f. Academic freedom (as defined in Article XVII of the Collective Bargaining Agreement) is guaranteed to all faculty and librarians.

4. Before accepting an appointment, a faculty member shall receive a written copy of the essential terms and conditions of his or her appointment including a statement of credit towards tenure for prior service, a copy of this Agreement and pertinent rules and regulations of the College. S/he shall receive a written copy of any subsequent modification of the terms and conditions of his or her appointment.
5. These changes to the existing Board-AAUP Contract 1994-1997 will go into effect and be incorporated into the Board-AAUP Contract beginning September 1997.

D. **CRITERIA FOR FACULTY APPOINTMENTS**

1. Appointment in the academic rank of instructor or librarian I shall require the appointee to possess those qualifications and/or experiences which qualifies the applicant for the position to be filled.
2. Appointment in any academic rank other than instructor or librarian I shall require that the appointee meet the relevant criteria for promotion to that rank as specified in Article XIII (Professional Evaluation) of this Agreement.
3. Any faculty member appointed to the rank of instructor or librarian I without meeting all the required criteria for that rank, as specified in Article XIII (Professional Evaluation) of this Agreement, shall receive a written statement from the Vice President of Academic Affairs. The letter shall explain the exceptions and outline any remedial action, with a timeframe for completion of such action, required for completion of such action, required for future reappointment and/or promotional consideration.

ARTICLE XII

XII. FACULTY REAPPOINTMENTS AND PROMOTIONS

A. PROCEDURES

1.

- a. During the fall semester of an academic year, each department or the Departmental Evaluation Committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff shall evaluate all non-tenured faculty members in the department (Library) whose term of appointment or reappointment expires that academic (calendar) year for the purpose of recommending reappointment or non-reappointment. Non-tenured faculty members (Library) in their second or fifth year of teaching at the College shall be evaluated between September 15 and September 30. Non-tenured faculty members (Library) in their third or fourth year of teaching at the College shall be evaluated between November 1 and November 30. Non-tenured faculty members (Library) in their first year of teaching at the College shall be evaluated between December 15 and December 24. Faculty members appointed in mid semester shall first be evaluated during their first full academic year of teaching at the College. Faculty members who are given a year or more credit toward tenure when they are hired shall be evaluated in their first year of teaching as if they were first year faculty members.
- b. Between September 1 and September 20, faculty members desiring consideration for promotion, providing they meet the length of service requirements in Article XIII, shall submit a letter to the Academic Vice President requesting consideration for promotion. All, and only, faculty members who submit such letters shall be considered for promotion. It is the responsibility of the faculty member seeking promotion to obtain acknowledgement of receipt from the Academic Vice President or his/her designee.

- c. Between October 1 and the end of the first semester of each academic year, each department or the departmental evaluation committee or in the case of the Library, the Director of Libraries in consultation with tenured full-time members of the professional library staff, shall evaluate all faculty members in the department (Library) who are eligible for promotion within the meaning of Article XIII (Professional Evaluation) of this Agreement, and who have requested consideration for promotion, in order of academic rank, beginning with instructors (librarians-I), for the purpose of recommending promotion or no promotion. No later than October 1 of each academic year, the Academic Vice President shall inform each Department Chairperson, and in the case of the Library, the Director of Libraries, and the Chairperson of the Peer Evaluation committee in writing of the names of those faculty members whose length of service in rank makes them eligible for promotion and who have requested consideration for promotion. It shall be the responsibility of every member to make certain that the Academic Vice President has correct information for purposes of the preceding sentence.
- d. Except as otherwise provided in this Article or elsewhere in this Agreement, uniform rules and regulations for the conduct of department evaluations shall be established jointly by the Academic Vice President and the Faculty Executive Committee. The evaluation shall be based solely on the written material of evaluation identified in Article XIII (Professional Evaluation), Part B, of this Agreement. Voting shall be by written anonymous ballot and each member of the Department Evaluation Committee shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B of this Agreement. The decision of the Departmental Evaluation Committee shall be by majority vote. Only members of the Departmental Evaluation Committee may participate in this evaluation of a faculty member.

2.
 - a. No later than ten (10) days prior to the date of the departmental evaluation (Director of Libraries evaluation) a faculty member to be evaluated shall be informed of that date in writing by the departmental chairperson or, in the case of the Library, the Director of Libraries.
 - b. Within five (5) days after the date of the departmental evaluations (Director of Libraries evaluation) the faculty member shall be informed in writing by the Department Chairperson or, in the case of the Library, the Director of Libraries, of the recommendation of the department (Library). The Department Chairperson (the Director of Libraries) shall inform the faculty member in writing of the reasons, whether positive or negative, for recommendation solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement. Within ten (10) days of the date that the faculty member receives the written statement of reasons, s/he may submit a rebuttal to the Chairperson of the Peer Evaluation Committee. This rebuttal shall be a written statement of reasons solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement.
3. At the request of the Chairperson of the Peer Evaluation Committee but no later than fifteen (15) days after the date of the evaluation, the Department Chairperson (Director of Libraries) shall send the evaluation material referred to in Article XIII (Professional Evaluation), Part C, of this Agreement to the Peer Evaluation Committee.
4.
 - a. The Peer Evaluation Committee shall review all recommendations concerning reappointment with respect to faculty members in their third or fourth year of teaching at the College between November 15 and December 31 of each academic year, with respect to faculty members in their second or fifth year of teaching at the College between October 1 and October 15 of each academic year and with respect to faculty members in their first year of teaching at the College between January 6 and 20 of each academic year.

- b. The Peer Evaluation Committee shall review the recommendations of each department (Director of Libraries) concerning promotions in order of academic rank, beginning with instructors (librarians-I), by March 15 of each academic year.
 - c. Except as otherwise provided in this Article and elsewhere in this Agreement, the committee shall establish its own rules and regulations for the conduct of its review. Where the Committee decides to hear oral testimony in a particular case, the faculty member concerned must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain the reasons on the ballot for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement. The decision of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.
- 5.
- a. No later than ten (10) days prior to the earliest possible date of the Peer Evaluation Committee's evaluation, a faculty member to be evaluated shall be informed of that date in writing by the Chairperson of the Peer Evaluation Committee.
 - b. Within five (5) days of the date of the Peer Evaluation Committee's evaluation of the faculty member concerning reappointment or promotion, the faculty member shall be informed in writing by the Chairperson of the Committee of the recommendation of the Committee. The Chairperson of the Committee shall inform the faculty member in writing of the reasons, whether positive or negative, for the Committee's recommendations solely in terms of the criteria stated in Article XIII (Professional Evaluation), Part B, of this Agreement.
- 6.
- a. Within seven (7) days of receipt of the Peer Evaluation Committee's recommendation and statement of reasons, a faculty member not recommended by the Committee may appeal the decision of the

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

- (1) the allegation that one or more of the requirements of Part A, Sections 1-5 of this Article have been violated; and/or
- (2) the allegation that the recommendation of the department, if negative, and/or the recommendation of the Peer Evaluation Committee, if negative, was not based exclusively upon the relevant criteria stated in Article XIII (Professional Evaluation) of this Agreement.

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

send the evaluation material referred to in Article XIII (Professional Evaluation), Part B, of this Agreement to the Faculty Appeals Committee unless this has already been done.

- d. Within ten (10) days of its decision to review a case, the Faculty Appeals Committee shall conduct the review and render its decision. The Committee shall inform the faculty member and the Chairperson of the Peer Evaluation Committee of its decision in writing and shall provide the faculty member and the Chairperson of the Peer Evaluation Committee with a statement or reasons in support of its decision. The Faculty Appeals Committee shall supersede the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee.
 - e. Except as otherwise provided in this Article and in Article XIII (Professional Evaluation) of this Agreement, the Faculty Appeals Committee shall establish its own rules and regulations for the conduct of its business. Where the Committee decides to hear oral testimony in a particular case, the faculty member must be given notice and an opportunity to be present during all testimony and to rebut the testimony. Voting shall be by anonymous written ballot and each member of the Committee shall explain on the ballot the reasons for his or her vote solely in terms of the criteria stated in Article XIII (Professional Evaluation) of this Agreement. Decisions of the Committee shall be by majority vote. Only members of the Committee may participate in the deliberations of the Committee.
 - f. Allegations of violations of Part A, Section 6, of this Article shall be submitted to the Faculty Executive Committee, who shall order a rehearing before the Faculty Appeals Committee if it determines the Faculty Appeals Committee has violated the provisions of Part A, Section 6 of this Article and determines that these violations so prejudiced the faculty member's case as to warrant a rehearing.
7. Allegations of violations of Part A, Sections 1-6 of this Article shall not be subject to the grievance and arbitration provisions of Article XXXIV of this Agreement. Except as provided in Part A, Section 6 of this Article, the faculty

member shall have no right or remedy against the Board, its agents, servants or employees, or the Chapter for these alleged violations. The Chapter shall have no right or remedy against the Board, its agents, servants or employees for these alleged violations.

8.

- a. On the dates specified in 8.b. of this Article, the Peer Evaluation Committee shall send its decision, if not appealed or if not overturned by the Faculty Appeals Committee, the statement of reasons in support of its decision given to the faculty member and all evaluation material considered by the Committee in cases concerning the reappointment of a faculty member to the President and to the Academic Vice President. If the appeal is heard by the Faculty Appeals Committee and the decision of the Peer Evaluation Committee is reversed, the Peer Evaluation Committee shall instead send decision of the Faculty Appeals Committee, the statement of reasons in support of its decision given to the faculty member and all evaluation material considered by the Faculty Appeals Committee to the President and to the Academic Vice President.
- b. The Peer Evaluation Committee shall send its decision concerning the reappointment of a faculty member in his or her second or fifth year of teaching or professional library work at the College to the President and the Academic Vice President on November 15 of each academic year; decision on faculty members in their first year of teaching or professional library work at the College shall be sent on February 20 of each academic year and decisions on faculty members in their third or fourth year of teaching or professional library work at the College on March 1 of each academic year.
- c. On April 15 of each academic year, the Peer Evaluation Committee shall send its decision, if not appealed or if not overturned by the Faculty Appeals Committee, the statement of reasons in support of its decision given to the faculty member, and all evaluation material considered by the Committee in cases concerning the promotion of a faculty member to the President and to the Academic Vice President. If the appeal is heard by the

Faculty Appeals Committee and the decision of the Peer Evaluation Committee is reversed, the Peer Evaluation Committee shall instead send the decision given to the faculty member and all evaluation material considered by the Faculty Appeals Committee to the President and to the Academic Vice President.

9.

- a. In the event the Board approves the final recommendation of the appropriate faculty committee in a case involving reappointment and/or promotion, the matter shall be closed and the faculty member shall have no further right or remedy against the Board, its agents, or employees, or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, or employees.
- b. A copy of the Board's decision and the reason for this decision, if the decision is contrary to the recommendation of the appropriate faculty committee, shall be sent to the Peer Evaluation Committee and to the faculty member concerned.

B. NOTICE OF NON-REAPPOINTMENT

The Board shall inform a faculty member in writing of a decision not to offer him or her a reappointment in accordance with the following dates:

1. A second or fifth year faculty member shall be notified by January 30.
2. A first year faculty member shall be notified by April 1.
3. A faculty member in his or her third or fourth year shall be notified by May 1 and shall be granted a terminal appointment by the Board for the succeeding academic (calendar) year.
4. If a faculty member is not given timely notice within the meaning of B.1., B.2., or B.3. of this Article, s/he shall be offered a terminal reappointment by the Board for the succeeding academic (calendar) year. In no event shall tenure be obtained other than as prescribed by law.

C. NOTICE OF PROMOTION

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

D. **EXECUTION OF BOARD RIGHTS**

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

ARTICLE XIII

XIII. PROFESSIONAL DEVELOPMENT

A. The Board retains its inherent right to establish criteria for reappointment, promotion, and professional evaluations. However, for the duration of this Agreement, the Board agrees to use the criteria set forth in this Agreement, to evaluate faculty being considered for reappointment, promotion, and other professional evaluations.

1. In order to be eligible for consideration for promotion to a higher rank a faculty member shall have completed the following length of service in rank as of the effective date of the possible promotion:

- a. Promotion to Assistant Professor - 6 semesters as Instructor.
- b. Promotion to Associate Professor - 8 semesters as Assistant Professor.
- c. Promotion to either Professor level - 10 semesters as Associate Professor.

2. A faculty member in the rank of instructor who receives an earned doctorate shall be eligible for consideration for promotion before the completion of 6 semesters of service in that rank.

3. A faculty member who receives national recognition in his or her academic area or profession shall be eligible for consideration for promotion before the completion of length of service requirements which are stated in Part A, Section 1 of this Article.

4. A faculty member currently in the rank of Professor (Librarian) who earns a Doctorate will immediately be reclassified to the rank of Senior Professor (Senior Librarian) without receiving a promotional increase.

B. Criteria for Reappointment and Promotion

1. The criterion for reappointment in the academic rank of librarian I is evidence of excellence in professional library work.

2. The criteria for reappointment in the academic rank of instructor are:

- a. satisfactory performance of faculty duties as stipulated in Article XXIX Part A, Section 1.a., e., in this Agreement; and
- b. evidence of excellence in teaching and related student contacts; and
- c. the attainment of a Master's degree in his/her academic area or profession.

3. The criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian are:
 - a. meeting the relevant criteria for promotion to and reappointment in the academic rank of instructor (librarian-I); and
 - b. demonstrated excellence in teaching and related student contacts or, in the case of a full-time member of the professional library staff, demonstrated excellence in professional library work and related student contacts; and
 - c. evidence of contribution to the College or professional development or a combination of both.
4. The criteria for promotion to and reappointment in the rank of associate professor or associate librarian are:
 - a. meeting the relevant criteria for promotion to and reappointment in the academic rank of assistant professor or assistant librarian; and
 - b. demonstrated service to the College through participation on College committees or to the community or evidence of professional development through academic and scholarly activities related to the faculty member's academic or professional area or any combination of the above.
5. There shall be two ranks of Professor (Librarian). These ranks shall be known as Professor (Librarian) and Senior Professor (Senior Librarian).
 - a. The criteria for promotion to and reappointment in the rank of professor or librarian are:
 - (1) meeting the relevant criteria for promotion to and reappointment in the academic rank of associate professor or associate librarian and
 - (2) significant service to the College through the discharge of major responsibilities; and
 - (3) demonstrated professional maturity through the attainment of a second Master's degree. (For those faculty members teaching visual arts, the M.F.A. in visual arts degrees shall be considered the equivalent of two Master's degrees.)
 - (4) Tenured Associate Professors (Associate Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for

promotion to the rank of Professor (Librarian) without meeting the criteria specified in Part B. Section 5.a.(3) of this Article. Tenured Assistant Professors (Assistant Librarians) who have been employed by the College for at least twenty-five (25) years and are within three (3) years of retirement may be recommended for promotion to the rank of Associate Professor (Associate Librarian) without meeting the criteria specified in Part B. Section 5.a.(3) of this Article.

- b. The criteria for promotion to and reappointment in the rank of Senior Professor or Senior Librarian are:
 - (1) meeting the relevant criteria for promotion to and reappointment in the academic rank of associate professor or associate librarian and
 - (2) significant service to the College through the discharge of major responsibilities; and
 - (3) demonstrated professional maturity through the attainment of an earned Doctorate or a degree that is considered a terminal degree, such as an MFA for Studio Arts. Final determination will be made by the Academic Vice President.

6.

- a. In determining whether or not to recommend a faculty member for reappointment and/or promotion, the department in which the faculty member serves, the Peer Evaluation Committee and the Faculty Appeals Committee shall consider only the criteria stated in Part B of this Article.
- b. In making the decision as to whether to reappoint a faculty member, except as otherwise provided in Article XXX (Reduction in Force) of this Agreement, and in making the decision as to whether to promote a faculty member, the President and Board shall normally consider only the criteria stated in Part B of this Article.

7. Material of Evaluation

- 1. Evaluation material, all of which shall be placed in the faculty member's record file, shall consist only of the following, except as otherwise provided in Part C, Section 2.b. of this Article:

- a. Evidence relating to teaching effectiveness and related student contacts, or, in the case of full-time members of the professional library staff, evidence relating to professional library work.
 - (1) Objective summary of all student evaluations (for full-time members of the instructional staff only) prepared by the Department Chairperson and certified as accurate by a faculty member in the department selected by the faculty member in the department to be evaluated.
 - (2) Peer Evaluations.
 - (3) Other appropriate evidence.
- b. Evidence of service to the College and/or the Community.
 - (1) Records of committee work.
 - (2) Records of course and/or program development.
 - (3) Records of community work.
 - (4) Other appropriate evidence.
- c. Evidence of professional development shall be documentation of scholarly, academic, or professional attainments or activities appropriate to the faculty member's academic or professional area.

2.

- a. At the departmental (Director of Libraries) evaluation level, the material of evaluation shall include only those timely placed in the faculty members Record File within the meaning of Article XIV (Faculty Record File), Section B of this Agreement.
- b. At the Peer Evaluation Committee evaluation level, the material of evaluation shall include only those reviewed at the departmental (Director of Libraries) evaluation level, the recommendation of the Departmental (Director of Libraries) Evaluation Committee, the written reasons for recommendation given to the faculty member, the faculty member's statement to the Committee, if any, opposing the recommendation, and extraordinary evidence or newly obtained evidence unavailable at the department (Director of Libraries) evaluation level which shall be reviewed with the faculty member.

- c. At the Faculty Appeals Committee level, the material of evaluation shall include only those reviewed at the Peer Evaluation Committee level and the faculty member's statement in support of his or her appeal to the Committee, if any, and extraordinary evidence or newly obtained evidence pertaining to these criteria which was not readily available at previous levels of evaluation.
 - d. At the Presidential and Board levels, the material of evaluation shall include only those reviewed at the Peer Evaluation Committee level or the Faculty Appeals Committee level, the faculty member's statement addressed to the President, if any, opposing the recommendation of the Peer Evaluation Committee or the Faculty Appeals Committee, the recommendations of the appropriate Academic Office and the recommendation of the Academic Vice President, and extraordinary evidence or newly obtained evidence pertaining to these criteria which was not readily available at previous levels of evaluation.
3. The Academic Vice President and an appropriate committee of faculty shall prepare student evaluation and peer evaluation material to be used in the evaluation of faculty members. These evaluation materials may be modified by the departments concerned to meet their particular needs.

C. **Process for Post Tenure Review**

1. Pursuant to College policy regarding evaluation of tenured faculty members, and for the purpose of providing advice and guidance pertaining to the criteria stated in section c. below a regular review of the academic performance of tenured faculty members will be conducted.
 - a. Such evaluations of tenured faculty members shall take place once every five years. Evaluations done for purposes of determining promotions shall not be substituted for post-tenure evaluations.
 - b. A faculty member may not undergo post-tenure evaluation in the same year as evaluation for purposes of promotion.
 - c. These evaluations shall include evidence of continued teaching effectiveness; evidence of professional development; contributions to the College or Department; curriculum or instruction improvement,

development or revision; and/or community service; and other assigned duties and responsibilities, including academic advising of assigned students.

- d. Post tenure review must be sent to the Academic Vice President for final action. Unsatisfactory review may result in reevaluation in two years.

2. Material of Evaluation

- a. Evaluation material, all of which shall be placed in the faculty member's post-tenure record file, shall consist of materials relevant to each criterion specified in (c) above for at least two academic years prior to the evaluation, beginning with faculty evaluated in the year 2001.

- b. Evaluation materials relating to continued teaching effectiveness, or in the case of full-time members of the professional library staff, continued effectiveness in professional library work, shall include the following:

- (1) Objective summary of all student evaluations (for full-time members of the instructional staff only), prepared by the Department Chairperson and certified as accurate by a faculty member in the department selected by the faculty member in the department to be evaluated for at least three different class sections per academic year, provided the faculty member has taught that many classes.

- (2) Evidence that the faculty member has advised students on academic matters as fully as possible.

- (3) Classroom evaluations, if any, done by the appropriate academic officer with prior written notice of at least five class days.

- c. Evaluation materials relating to professional development shall include the following:

- (1) Documentation of scholarly, academic, or professional attainments or activities appropriate to the faculty member's academic or professional area.

- d. Evaluation materials of contributions to the College or Department shall include the following:

- (1) Documentation of committee work, including a description of the individual faculty member's contributions.

- (2) Other appropriate evidence.
- e. Evaluation materials of curriculum or instruction improvement, development, or revision shall include:
 - (1) Documentation of completion of or progress in curriculum or instruction improvement, development, or revision.
 - (2) Other appropriate evidence.
- f. Evaluation materials relating to community service shall include the following:
 - (1) Documentation of community service, including a description of the individual faculty member's individual contributions.
 - (2) Other appropriate evidence.

D. Post-Tenure Review File

Since the materials for the evaluation (listed in Article XIII.D., section 2 of this Agreement) of tenured faculty are different from those used for reappointment and promotion, a separate Post Tenure Review File (PTRF), containing materials collected since the last post-tenure evaluation should be produced and maintained by each faculty member for the sole purpose of post-tenure review. This file will be kept with the Faculty Record file in an area designated by the Academic Vice President and maintained under secure conditions but clearly identified as the only file to be used for Post Tenure Review. This Post Tenure Review File (PTRF) and the Faculty Record File will be separate files and if material is appropriate for both it should be duplicated by the faculty member at the time of placement.

E. Notification and Deadlines

1. A list of faculty to undergo the post-tenure evaluation during any academic year shall be generated by the office of the Vice President of Academic Affairs. Faculty undergoing post-tenure evaluation for the first time shall do so in an order based upon the duration of time since their last evaluation, whether for reappointment, promotion, tenure, or post-tenure review, so that 20 percent of tenured faculty are evaluated annually, but in no event shall a faculty member undergo post-tenure evaluation within less than five years

since her/his last evaluation for any purpose. This list will be sent to the Department Chairs by September 1 of the academic year prior to the academic year of the scheduled review. Copies of this list will be sent to the Executive Committee of the AAUP and the Tenured Faculty Review Committee.

2. Those faculty to undergo post-tenure evaluation during any academic year shall be notified of the pending review not later than September 30 of the previous academic year. Such notification shall come from the appropriate academic officer.
3. Materials of evaluation shall be placed in the PTRF by the faculty member prior to September 30 of the academic year in which that faculty member is scheduled to be reviewed.
4. All file submissions by the faculty member must contain the signature of both the faculty member to be reviewed and the Vice President for Academic Affairs or his/her designee. All material shall be logged in by the faculty member and the designee of the appropriate academic officer in the same manner as is used in preparing the Faculty Record File.
5. The PTRF shall be made available to the faculty member within five (5) days of notification of the intent to submit materials by the faculty member involved.
6. No material may be placed in the faculty member's Post Tenure Review File unless the faculty member receives prior written notification of the placement of such materials and the opportunity to attach comments and/or rebuttal statements to the material before it is placed in the file. A faculty member shall place in his or her PTRF all appropriate evaluation material at least three (3) days prior to the date of his or her Department evaluation, provided he/she has been given sufficient notice, at which time the Post Tenure Review File shall be closed.
7. Prior to November 24 of the academic year of the post-tenure evaluation, a Departmental Evaluation Committee, consisting of no less than three (3) elected members shall review the Post Tenure Review Files of all tenured faculty members scheduled for review. The results of this evaluation shall be

sent to the faculty member and the Tenured Faculty Review Committee on or before December 15 of that academic year.

8. By March 15, the Tenured Faculty Review Committee shall forward its recommendations to the faculty member and the Academic Vice President for review.
9. By April 30, the appropriate academic officer will forward his/her evaluation, to the faculty member and to the Academic Vice President.
10. At the Departmental Evaluation Committee level, materials of evaluation which are considered shall be the contents of the PTRF.
11. At the Tenured Faculty Review Committee level, materials of evaluation which shall be considered are the contents of the PTRF, the recommendations of the Departmental Evaluation Committee, and any responses to the recommendations submitted by the faculty member.
12. At the level of the appropriate academic officer, materials of evaluation which shall be considered are the contents of the PTRF, the recommendations of the Departmental Evaluation Committee, the recommendations of the Tenured Faculty Review Committee, any responses to the recommendations of the Departmental Evaluation Committee and/or the Tenured Faculty Review Committee by the faculty member.
13. At each level of evaluation, the faculty member shall be given timely notice of the results of the evaluation, so that he/she may respond if he/she so wishes to the recommendation, prior to the PTRF and recommendation being passed on to the next level.
14. If the notice requirements listed in Section F. 1, 2, 5, 7, and 8 of this Article are not met, a faculty member's evaluation shall be extended by a length of time equal to the delay in notification. If the notice requirement noted in F9 of this Article is not met, the faculty member shall be deemed to have satisfied the requirement for post tenure review and will not be further evaluated for at least five additional years.
15. It is recognized that the purpose of post-tenure evaluation is to assist tenured faculty in maintaining excellence in teaching and appropriate other contributions to the College.

ARTICLE XIV

XIV. FACULTY RECORD FILE

- A. A record file shall be maintained for each faculty member in an area designated by the Academic Vice President and maintained under secure conditions.
- B. The following are the procedures for creating and maintaining a Faculty Record File. Each faculty record file shall consist of a Summary Folder plus one additional folder for each rank that the faculty member has held while at Union County College, and a Current Rank Folder, in which material to be considered for promotion to the next higher rank is to be placed.

1. Summary Folder

A new Summary Folder shall be established whenever a faculty member is promoted to a new academic rank. It shall contain a listing of all major accomplishments before the latest promotion, such as degrees earned (with dates), positions held (with duration), honors awarded, etc., all with item number references to previous volumes where the actual documentation and back-up material shall remain as originally entered.

After a promotion all material contained in the Summary Folder shall be placed in the rank folder containing the activities while in the rank from which the faculty member was just promoted.

2. Folder of Current Rank

Each faculty member shall establish a new volume (Current Rank Folder) upon being promoted. This folder shall contain its own item listing (sign-in sheet) and reflect the accomplishments since the last promotion which would presumably form the basis for consideration for the next promotion.

- C. The following is the type and nature of the material and its appropriateness within each of the categories as specified in Article XIII (Professional Evaluation), Part B and Part C, Section 2, of this Agreement. The items in 1, 2, 3, and 4 below are merely listings of suggested activities within each category; the relevance and degree of requirement vary with each professional rank as spelled out in Article XIII (Professional Evaluation) of the Agreement.

1. Evidence of teaching excellence:

- a. Objective summary of student evaluations using an instrument agreed upon by the Vice President of Academic Affairs and an appropriate faculty committee. The summary shall be of all classes taught during the previous academic year by the faculty member, if possible.
 - b. Peer evaluations.
 - c. Other appropriate evidence.
2. Evidence of service to the College:
 - a. Records of committee work (including A.A.U.P. Chapter work)
 - b. Records of course and/or program development.
 - c. Other appropriate evidence.
 3. Evidence of contributions to the community:
 - a. Lectures or consultation to community groups.
 - b. Membership on or leadership positions in community advisory group(s).
 - c. Other appropriate evidence.
 4. Evidence of professional development:
 - a. Successful completion of graduate courses in one's academic discipline or related field.
 - b. Evidence of the attainment of an additional graduate degree in one's academic discipline or related field.
 - c. Evidence of active participation in educational and/or professional societies.
 - d. Honor or award received from an educational or professional society, since the last reappointment or promotion.
 - e. A visiting professorship at another postsecondary institution.
 - f. Evidence of professional consultation.
 - g. Evidence of publications or other creative work (music, paintings, etc.).
 - h. Recognition by a national group, society, or organization.
 - i. Courses taken to gain or maintain licensure or professional standing or to gain additional professional skills in one's academic discipline or in a related area.

- j. Other appropriate evidence of scholarly, academic or professional attainments or activities appropriate to the faculty member's academic or professional area.
- D. The following **procedures** are to be used in accordance with the provisions of Article XIII (Professional Evaluation), Part C. Section 3.
- 1. Student evaluations
 - a. **Student evaluation forms** shall be distributed to students in a class by a person, other than the faculty member to be evaluated, approved by the Department Chairperson or Coordinator. When the evaluations are completed, that person shall collect them and bring them to the Department Chairperson's office. The forms will be forwarded by the Department Chairperson to the Computer Center for tabulation. Once the evaluations are tabulated, the forms and the summary of the tabulations shall be forwarded to the Department Chairperson. The Department Chairperson shall then sign, date, and give the forms and summary to the evaluated faculty member for placement in his/her record file, together with whatever comments the faculty member wishes to make about any aspect of the student evaluation summaries.
 - b. All student evaluations shall be conducted between the tenth (10th) and fourteenth (14th) week of the academic semester, except in the case of a first (1st) or second (2nd) year faculty member, in which case the evaluations shall be conducted by the tenth (10th) week of the academic semester. In those courses that do not follow a 15-week semester, the evaluation shall be conducted in the last one third (1/3) of the course.
 - 2. **Peer evaluations**
 - a. Peer evaluations shall be conducted by a faculty member from the candidate's department, chosen by the faculty member with the approval of the chairperson. The faculty member to be evaluated and the faculty member to do the evaluation shall agree upon a time for the evaluation. Within one week of the evaluation, the evaluator shall submit a written report to the faculty member evaluated and the Department Chairperson. If

the faculty member evaluated wishes, s/he may append a written response to the report before placing it in his/her record file.

- b. It is recommended that at least one peer evaluation be done each year for tenured faculty and two per year for those who have not attained tenure.
- E. The Academic Vice President or his or her designee shall place in the faculty member's Record File all **appropriate evaluation material** as defined in Article XIII (Professional Evaluation), Part C, of this Agreement by September 10 in the case of a faculty member to be considered for promotion or reappointment in the 2nd or 5th year or by October 10 in the case of a faculty member in the 1st, 3rd, or 4th year who is to be considered only for reappointment. A faculty member shall place in his or her Record File all appropriate evaluation material as defined in Article XIII (Professional Evaluation), Part C, of this Agreement at least three (3) days prior to the date of his or her departmental evaluation, at which time the Record File shall be closed.
- F. Upon written notice to the Academic Vice President or his or her designee of at least three (3) class days specifying the date and time, a **faculty member shall have the right to review all material** in his or her Record File. The Academic Vice President or his or designee may be present. The faculty member shall initial and write the date of initialing on all documents in the Record File solely to indicate that s/he has seen the documents. A faculty member shall have the right to attach comments and/or a rebuttal statement to material placed in his or her Record File. A faculty member shall have the right to have material placed in his or her Record File. A faculty member shall have the right to have material in his or her Record File reproduced for his or her own use, for which s/he shall be charged ten cents per copy. All material in the Record File of a faculty member shall be confidential and shall not be subject to publication.

ARTICLE XV

XV. TENURE

- A. A faculty member who has previously been appointed or reappointed with tenure shall continue to have tenure.
- B. All non-tenured faculty members shall be considered and eligible for tenure in accordance with all applicable statutes and regulations;
 - 1.
 - a. Faculty members shall be under tenure in their academic rank but not in any administrative position, during good behavior, efficient and satisfactory professional performance, as evidenced by formal evaluation and shall not be dismissed or reduced in compensation except for inefficiency, unsatisfactory professional performance, incapacity or other just cause and then only in the manner prescribed by subarticle B of Article 2 of Chapter 6 Title 18A of the New Jersey Statutes, after employment by the College for:
 - (1) five (5) consecutive calendar years; or
 - (2) five (5) consecutive academic years, together with employment at the beginning of the next academic year; or
 - (3) the equivalent of more than five (5) academic years within a period of any six (6) consecutive academic years.
 - b. Notwithstanding the provisions set forth above, the Board may, as an exceptional action and upon the recorded two-thirds majority roll call vote of all its members and upon the recommendation of the President, grant tenure to an individual faculty member after employment in the College for two (2) consecutive academic years.
- C.
 - 1. Tenure shall only be awarded to individuals whose performance during their probationary period gives evidence of the ability and willingness to make a continuing contribution to the growth and development of the College.

2. Tenure shall only be awarded after presentation of positive evidence of excellence in teaching, scholarly achievement, contribution to the College or community, and fulfillment of professional responsibilities.

ARTICLE XVI

XVI. FACULTY DISCIPLINE

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

ARTICLE XVII

XVII. **ACADEMIC FREEDOM**

- A. A faculty member is entitled to full freedom in research, in the publication of the results, subject to adequate performance of his or her other academic duties; but research for pecuniary return utilizing College facilities or College funds should be based upon a written understanding by the Vice President for Finance.
- B. A faculty member is entitled to freedom in the classroom in discussing his or her subject, but should be careful not to introduce into his or her teaching controversial matter which has no relation to his or her subject.
- C. A faculty member is a citizen, a member of the learned profession, and a member of an educational community. When s/he speaks or writes as a citizen, s/he should be free from institutional censorship or discipline, but his or her special position in the community imposes special obligations. As a man or woman of learning and as an educator, s/he should remember that the public may judge his or her profession and his or her institution by his or her utterances. Hence s/he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that s/he is not a College spokesperson.
- D. The College shall provide to each faculty member and librarian with notice of the College's obligation to provide representation indemnification and costs of defense for any legal action brought against the individual because of any alleged act or omission in the scope of his/her employment. The College shall meet with the Chapter to agree upon the contents of this notice.

ARTICLE XVIII

XVIII. **FACULTY MEMBERS APPOINTED TO ADMINISTRATIVE POSITIONS**

- A. Faculty members appointed to administrative positions at the college who hold an academic rank and tenure in a department of the College shall continue to hold the academic rank and tenure upon returning to the faculty. All such faculty members shall have seniority as of the date of employment by the College, or by the previous institution to which the College is successor.
- B. Upon returning to faculty status, faculty members appointed to administrative positions shall resume the salary originally held at the time of appointment to administrative positions plus all increases and benefits for their rank received pursuant to compensation articles in all Chapter Agreements for the duration of the appointment.

ARTICLE XIX

XIX. POWERS AND ORGANIZATION OF THE FACULTY

A.

1.
 - a. The Board acknowledges the faculty's interest in and primary responsibility for making decisions in the areas of student's admission requirements, curriculum of courses and/or laboratories offered through departments, subject matter of and methods of instruction in credit courses and/or laboratories offered by the College, research, and those aspects of student life which relate to the educational process.
 - b. The advice of the faculty will be solicited by the President or his or her designee with respect to all decisions in the areas stated in part A.1.a. of this Article prior to making the decision. In the spirit of collegiality, the College recognizes the importance of faculty participation in employment searches related to the learning environment.
2. The establishment of requirements for degrees in course, the determination that such requirements have been met in any individual case, are responsibilities vested in the Board. The recommendations regarding the above and recommendations that degrees in course be conferred are responsibilities vested in the faculty.
3.
 - a. Through appropriate faculty committees, the faculty shall actively participate in the making of recommendations to the President in the areas of:
 - (1) long-range planning; and
 - (2) the use of existing physical resources and the acquisition of additional physical resources; and
 - (3) priorities in the deployment of financial resources.
 - b. The President or his or her designee shall comply with reasonable requests from the appropriate faculty committee for information pertinent to the

faculty committee's functions as specified in Part A, Section 3.a. of this Article.

4. The advice of the faculty will be solicited with respect to decisions in the areas of curriculum of courses and/or laboratories not described in Part A, Section 1.a. of this Article and of subject matter of and method of instruction in courses and/or laboratories not described in Part A, Section 1.a. of this Article.

B. Organization

1. All members of the faculty as defined in Article I, Section K of this Agreement are members of the faculty organization and shall have all rights and responsibilities deriving from such membership.
2. The faculty shall have the right to adopt by-laws and other rules and regulations necessary for the carrying out of its duties and responsibilities. These by-laws, rules and regulations shall include but are not limited to:
 - a. Manner, time, and frequency of its meetings.
 - b. Voting procedures in meetings and qualifications for voting.
 - c. Officers of the faculty, the qualifications for, procedures for election of, and duties of such officers.
 - d. The delegation of powers to and establishment of committees of the faculty as well as qualifications and the manner of election or appointment of members to such committees.
 - e. Duties, responsibilities, and procedures of committees.
3. The faculty shall have the right to determine the manner in which it shall exercise its powers according to its own rules and regulations provided that it is consistent with or not otherwise provided for by the terms of this Agreement.
4. Those faculty committees which are required by the provisions of this Agreement shall be established by the faculty. The Faculty Executive Committee shall notify the Academic Vice President of the committees of the faculty and of their membership, as soon as the committees are established.

ARTICLE XX

XX. DEPARTMENTS

A.

1. No department of the College shall be abolished, merged with any other department or divided into two (2) or more departments unless the Board determines otherwise.
2. No new department shall be created, nor any existing department abolished, merged with any other department or divided into two (2) or more departments, **without prior notice and discussion** with the Departmental Coordinating Committee.

B.

1. A **faculty** member may be **reassigned** by the Academic Vice President, from one department to another in the event that his or her scholarly preparation, teaching assignments, preference and interests would be better served through such a reassignment. Such reassignment shall be made in consultation with the faculty member and the departments affected. In the event that a department or the faculty member objects to such reassignment, they may submit their objection to the Departmental Coordinating Committee which, in turn, shall make a written recommendation, with as much specificity as possible, to the President for decision.
2.
 - a. If a faculty member believes s/he is qualified to teach in a discipline or department other than the one to which s/he is assigned, the faculty member shall submit evidence of his/her qualifications to the Academic Vice President. The Academic Vice President, in consultation with the appropriate department chairperson and coordinator, if applicable, shall review the evidence and decide as to the merit of the faculty member's claim. The Academic Vice President shall make his/her decision within thirty (30) days of receipt of the evidence and notify the faculty member in writing of the decision, including the reasons, whether the decision is positive or negative.

- b. Each department shall elect at the beginning of each academic year a **standing committee** composed of not more than three members of the department, pursuant to Article XI, Section A.3.a. of this Agreement. This committee shall be **charged with:**
 - (1) the **review of credentials** of all candidates for new full-time positions, and
 - (2) reviewing all documents and/or testimony pertaining to qualifications including any plan agreed to pursuant to Article XXX, Section C.2., of faculty members appealing denial of transfer into the department, pursuant to Section 2.a. of this Article.
 - (3) This committee shall make recommendations to the Department Chairperson as to the most qualified candidates for the new position and the disposition of an appeal.
- c. If a faculty member is deemed to be qualified to teach courses in a discipline or department other than his/her assigned department, the faculty member shall be given the right of first refusal before any such course is assigned to an adjunct faculty member, provided this assignment is needed to satisfy the requirements of a full-time teaching load pursuant to Article XXX, Section A.1.a. of this Agreement.

C.

- 1. Unless otherwise agreed to in writing between the Board and the Chapter, all courses for college credit, all developmental **courses** and/or all laboratories which are or **traditionally** would be offered through an existing department of the College shall be offered **through an academically appropriate department.**
- 2. Courses for college credit, developmental courses and/or laboratories which are not or traditionally would not be offered through an existing department of the College shall be offered through the Office of the Academic Vice President. Full-time members of the faculty, who are qualified, shall be offered first refusal to teach such courses. If such courses are offered for two (2) years a new academic department shall be formed or they shall be placed in an existing department.

3. **UCC 101** will be offered through the First Year Seminar Committee, a standing committee of the faculty, which will operate in lieu of a department. The coordinator(s) of UCC 101 will report directly to the Academic Vice-President and the First Year Seminar Committee. The coordinator(s) will be selected by this committee, which will forward its recommendation to the Vice-President for Academic Affairs. Regulations and procedures pertaining to the duties, appointment, and terms for the coordinator(s) will be as for other coordinators (Article XX.K., paragraphs 1, 4, and 10).
- D. Those decisions which by the terms of this Agreement are required to be made by a department shall be by a **majority vote** of faculty members in the department.
- E.
1. **Every department shall have a Chairperson** who shall be elected in a secret ballot by the department pursuant to the provisions of Section F of this Article.
 2. A Department Chairperson shall serve for two (2) years commencing July 1 following his/her election.
 3. In the event a Department Chairperson does not complete his/her term of office, a successor shall be elected to complete his/her term of office pursuant to the provisions of Section F of this Article.
- F.
1. When it is necessary to **elect a Department Chairperson**, the department shall elect a Nominating Committee of three (3) faculty members in the department except that in the event there are fewer than three (3) faculty members in the department, the Nominating Committee shall be composed of all members of the department. For regularly scheduled elections, this Committee shall be elected by April 15 of the year in which the term of the Department Chairperson expires.
 2. Nominations shall be from faculty members in the department and shall be submitted in writing to the Nominating Committee. Nominees shall verify their willingness to serve, if elected, to the Committee.

3. Nominees shall be tenured faculty members in the department except that in the event a department has no tenured faculty members, nominees shall be non-tenured faculty members in the department.
4. The Nominating Committee shall receive nominations for a period of one (1) week after informing each faculty member in the department that nominations are open. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve, if elected. In the event that no tenured faculty member nominated is willing to serve, nominations shall be reopened for a period of one (1) week and nominees shall be non-tenured faculty members in the department. At the end of that week, the Committee shall announce the names of all individuals nominated who are willing to serve, if elected.
5. The Nominating Committee shall set the date for the election within ten (10) class days of the date nominations are announced but not earlier than five (5) class days after the announcement.
6. In the event no nominee receives a majority on the third ballot, the names of those nominees receiving the greatest number of votes shall be submitted to the Academic Vice President or his or her designee who shall appoint one of the nominees Department Chairperson
7. The Chairperson of the Faculty or his or her designee shall conduct the election, count the ballots, and announce the results.
8. If in the opinion of the Academic Vice President of the College a Department **Chairperson is not adequately** performing the duties of his/her office as defined in this Article, the Academic Vice President shall provide written notice to the department, setting forth the alleged deficiencies. The department shall decide whether to hold another election and shall notify the Academic Vice President within thirty (30) days of receipt of the Academic Vice President's notice of its decision. If the department decides upon an election, the Academic Vice President shall request the Faculty Executive Committee to hold an election. The election will be held in accordance with the provisions of Section F. 1-7 of this Article and shall be instituted within ten (10) working days of receipt of the Academic Vice President's notice. If the

department decides not to have an election, it shall notify the Academic Vice President in writing as to its reasons for so deciding or what it has done to remedy the deficiencies cited in the Academic Vice President's notice.

G. The **General Duties** of the Department Chairperson are as follows:

1. Report to the appropriate Academic Officer and transmit communications between the Board and/or its agents and department members.
2. File with the appropriate Academic Officer an annual report summarizing the work of the department and such other appropriate departmental reports as may be requested by the Board and/or its agents.
3. Make recommendations to the appropriate Academic Officer pertaining to the administration of the department, the work of members of the department and the instructional mission of the department.
4. Assist the appropriate Academic Officer and other officers of the administration in determining whether course sections should be added, canceled, or closed.
5. Perform other duties as assigned elsewhere in this Agreement.
6. Communicate information about administrative and academic matters to the members of the department.
7. Submit to officers of administration and/or appropriate faculty committees proposals or recommendations of the department.

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

1. Coordinate the instructional efforts and participate in the evaluation of full-time and part-time members of the instructional staff. Encourage development, improvement, and innovation in teaching; encourage and facilitate teamwork and good morale within the department.
2. Assume responsibility for informing new teachers of instructional, educational, and administrative policies of the College.
3. Encourage department members to engage in those professional and scholarly activities which enhance the growth, improvement, expansion and prestige of the department, including the earning of advanced degrees, pursuit of independent research and the publication of research.

4. Preside at department meetings.
5. Administer policies pertaining to the conduct of professional and academic responsibilities of members of the instructional staff assigned to the department.
6. After consultation with department members, prepare a schedule of course offerings and teaching assignments by the required deadlines and in compliance with the provisions of Article IX of this Agreement and submit these to the appropriate Academic Officer for approval.
7. Transmit to the appropriate Academic Officer the office hours of department members.
8. Be responsible for seeing that all courses which are to be taught by members of the instructional staff are covered at the outset of each semester.

I. **Curriculum and Course Responsibilities**

1. On his or her initiation, or in cooperation with the appropriate Academic Officer and/or with members of the instructional staff, encourage and initiate curriculum and course review and development.
2. Be responsible for reviewing, updating, and forwarding to the appropriate Academic Officer syllabi for all courses taught in the department.
3. Review textbook lists and consolidate departmental text orders and forward them to the Bookstore manager. Secure from members of the instructional staff in his/her department and give to the Librarian bibliographical information for book and periodical purchases. Help to obtain desk copies of approved texts for faculty members of the instructional staff in the department.

J. **Budget**

1. Prepare and submit departmental budgets to the appropriate Academic Officer for approval and supervise the expenditures of allocated funds in accordance with the procedures established by the Vice President for Finance of the College.
2. Requisition needed supplies and equipment for the department.
3. Submit laboratory budgets and inventories.

K.

1. When both the Academic Vice President and the Department Chairperson agree that, in order to carry out academic responsibilities in a department, such as scheduling of courses, laboratories and clinics in multi-disciplinary departments, supervising instruction, advising students in specific curricula, supervising students in clinical or field work placements, consulting with licensing agents or advisory boards, assisting the Chairperson in the performance of his/her duties, or carrying out other assignments necessary for the functioning of the Department, the appointment of a **Departmental Coordinator** is necessary, the Academic Vice President may authorize the appointment of a Coordinator.
2. The Department Chairperson shall recommend such appointments with the approval of the members of the department, and recommend the appointment of the Vice President for Academic Affairs, or his/her designee.
3. More than one name may be submitted. If more than one name is submitted, the names shall be unranked.
4. Except for those positions in Article XX. K. 5-6, all appointments will be for two years, from July 1 until June 30, beginning on July 1, 1998, beginning in years alternate from those which Department Chairs are elected. The appropriate chairperson shall send recommendations to the Vice President for Academic Affairs by no later than March 15th of the spring semester preceding positions beginning on July 1st. If recommendations are not sent by this date, the administration may make the appointments without consultation.
5. The **following positions shall be permanent administrative positions** and are not covered by this Article:
 - Director of the Licensed Practical Nursing Program
 - Director of the Institute for Intensive English
6. Persons **in charge of academic programs or areas and reporting to department chairpersons shall be referred to as coordinators**, except for those positions that require another title for external relations.
7. The Vice President for Academic Affairs may, for good cause, appoint individuals not recommended to the positions specified in this Article, but no

non-faculty person may be appointed if a qualified faculty member is able and willing to assume the position. When this is done, the Vice President for Academic Affairs will state the reasons to the appropriate Department Chairperson in writing.

8. This Agreement is executed without prejudice and is not intended to set a precedent.

L. Department Chairpersons and Coordinators may not teach more than one overload course per semester between the hours of 9 a.m. and 5 p.m.

M.

1. A joint committee called the Academic Coordinatorship Compensation Review Committee, consisting of three (3) faculty members appointed by the Executive Committee of the Union County College Chapter of the American Association of Professors and three (3) administrators appointed by the College shall be formed. After the first academic year (1994-1995), the number of committee members shall be reduced to two (2) faculty members and two (2) administrators.
2. The Academic Coordinatorship Compensation Review Committee will be chaired in alternate academic years by a faculty member appointed by the AAUP Executive Committee and an administrator appointed by the College President. Every member of the committee will have voting privileges.
3. The charge of the Committee is to annually review any requests from academic coordinators or an appropriate academic officer of the College for changes in the amount of overload or released time assigned to their coordinatorships. Beginning in 1994, the committee will also be charged with annually reviewing and stating the criteria used in making their recommendations concerning the amount of compensation for coordinatorships. All requests shall be accompanied by a written job description for the coordinatorship.
4. The Committee shall set a schedule for receipt of requests for changes and shall determine the documentation required to decide questions concerning academic coordinatorships. This information shall be communicated in a

timely fashion annually to appropriate administrators, department chairs, and academic program coordinators.

5. Final approval of the Committee's recommendations shall reside with the Vice President for Academic Affairs.

N. **Termination of a Coordinator Position**

If for sufficient reasons, the Vice President for Academic Affairs concludes that a particular coordinator position should be eliminated, he/she shall notify, in writing the appropriate department chairperson and the President of the Union County College AAUP of his intention to eliminate the position at least one academic semester prior to taking such action.

ARTICLE XXI

XXI. COMPENSATION

A. Instructional and Library Staff Salaries

1. Effective September 1, 2009, each full time member of the instructional and library staffs covered by this Agreement who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester shall be entitled to a one-time payment of four hundred (\$400) dollars. Such payment shall not be considered to be part of the member's base salary, and no future increases shall be calculated using this amount in the base. Such payment shall be payable to the member at the earliest administratively convenient time, but in no event later than October 15, 2009.
2. Effective September 1, 2010, each full time member of the instructional and library staffs covered by this Agreement who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester shall be entitled to a one-time payment of two hundred (\$200) dollars. Such payment shall not be considered to be part of the member's base salary, and no future increases shall be calculated using this amount in the base. Such payment shall be payable to the member at the earliest administratively convenient time, but in no event later than September 15, 2010.
3. 2009-2010
Effective September 1, 2009, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2009 semester) shall be increased by an amount equal 2.65 percent of the mean of their rank and two percent of their base salary as of the preceding May 31 payroll.

4. 2010-2011

Effective September 1, 2010, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2010 semester) shall be increased by an amount equal to 4.65 percent of the mean of their rank as of the preceding May 31 payroll.

5. 2011-2012

Effective September 1, 2011, the academic year salary of a full-time member of the instructional staff (or the twelve-month salary of a full-time member of the professional library staff), who was a full-time member of the instructional staff (or was a full-time member of the professional library staff) during the preceding academic semester (i.e. the Spring 2011 semester) shall be increased by an amount equal to 4.65 percent of their base salary of the preceding May 31 payroll.

5. 2009-2010 Salary Minimums

Any faculty member in the employ of the College on September 1, 2009, who will not be receiving the salaries set forth below before their 2009 increase, shall receive an increase effective September 1, 2009, sufficient to bring him/her to the annual salary set forth.

For purposes of guidance in the employment of new faculty members hired during the 2009-2010 academic year, the minimum salaries shall be:

| | |
|--------------------------------------|-------------------|
| Instructor (without Master's degree) | \$39,886-\$49,885 |
| Instructor (with Master's degree) | \$40,929-\$51,149 |
| Instructor (with Doctorate) | \$43,147-\$53,933 |
| Assistant Professor | \$53,328-\$66,320 |
| Assistant Professor (with Doctorate) | \$56,733-\$70,917 |
| Librarian I | \$46,069-\$57,585 |
| Assistant Librarian | \$54,311-\$67,889 |
| Associate Professor | \$61,382 |
| Associate Professor (with Doctorate) | \$64,916 |

| | |
|---------------------|----------|
| Professor | \$76,211 |
| Senior Professor | \$83,107 |
| Associate Librarian | \$63,277 |
| Librarian | \$79,485 |
| Senior Librarian | \$86,470 |

6. 2010-2011 Salary Minimums

For purposes of guidance in the employment of new faculty members hired during the 2010-2011 academic year, the minimum salaries shall be:

| | |
|--------------------------------------|-------------------|
| Instructor (without Master's degree) | \$41,741-\$52,208 |
| Instructor (with Master's degree) | \$42,832-\$53,528 |
| Instructor (with Doctorate) | \$45,153-\$56,441 |
| Assistant Professor | \$55,808-\$69,404 |
| Assistant Professor (with Doctorate) | \$59,372-\$74,214 |
| Librarian I | \$48,211-\$60,263 |
| Assistant Librarian | \$56,836-\$71,046 |
| Associate Professor | \$64,236 |
| Associate Professor (with Doctorate) | \$67,935 |
| Professor | \$79,755 |
| Senior Professor | \$86,972 |
| Associate Librarian | \$66,220 |
| Librarian | \$83,181 |
| Senior Librarian | \$90,491 |

7. 2011-2012 Salary Minimums

For purposes of guidance in the employment of new faculty members hired during the 2011-2012 academic year, the minimum salaries shall be:

| | |
|--------------------------------------|-------------------|
| Instructor (without Master's degree) | \$43,681-\$54,636 |
| Instructor (with Master's degree) | \$44,824-\$56,017 |
| Instructor (with Doctorate) | \$47,253-\$59,065 |
| Assistant Professor | \$58,403-\$72,632 |
| Assistant Professor (with Doctorate) | \$62,132-\$77,665 |
| Librarian I | \$50,453-\$63,065 |
| Assistant Librarian | \$59,479-\$74,350 |

| | |
|--------------------------------------|----------|
| Associate Professor | \$67,223 |
| Associate Professor (with Doctorate) | \$71,094 |
| Professor | \$83,463 |
| Senior Professor | \$91,016 |
| Associate Librarian | \$69,299 |
| Librarian | \$87,049 |
| Senior Librarian | \$94,698 |

B. Promotional Increases

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

C. Doctoral Increase

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

D. **Overload Compensation**

A faculty member who is entitled to overload compensation as defined in Article XXIX of this Agreement shall be compensated for each three (3 credit) or equivalent contact hours of overload at the rate of \$2800 during the 2009-2010 academic year, at the rate of \$2950 for the 2010-2011 academic year, and at the rate of \$3100 during the 2011-2012 academic year. Overload compensation shall be paid in four (4) equal installments on the last day of October, November, December, and January for the fall semester and on the last day of February, March, April, and May for the spring semester. No overload shall be due or payable unless the faculty member teaches at least fifteen (15) credit/contact hours in a given semester.

E. **Summer Compensation**

For the 2010 summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of \$2800. Effective the 2011 summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of \$2950. Effective the 2012 summer session, a faculty member who teaches during the summer session shall be compensated for each three (3) credits or equivalent contact hours of summer session teaching at the rate of \$3100.

F. **Other Compensation**

1. A faculty member who agrees, as part of his/her required load, to teach courses where the time between the end of the first class hour and the beginning of the last class hour exceeds eight and one-half (8 ½) hours on any one day shall be compensated at the rate of \$125.00 for each contact hour taught beyond the time restriction.
2.
 - a. A faculty member assigned field work supervision shall be compensated at a rate of \$100 for each student supervised.

- b. A course that a faculty member agrees to teach on a per student basis or independent study shall be reimbursed at the rate of \$100 per credit hour or equivalent contact hour for each student enrolled or at a rate of \$200 per student, whichever is higher. If a course a faculty member agrees to teach on a per student basis reaches an enrollment of twelve or more students by the last day of registration, the faculty member will be paid at the standard payment rate. If the course does not reach an enrollment of twelve or more students by the last day of registration, the faculty member will be paid on a per student basis for the number of students that were in the class on the tenth day of enrollment, which is the tenth day of classes, excluding weekends and holidays. For summer and other sessions, a prorated point in time shall be used, based upon the duration of the session.
3. In the event the maximum teaching load of a faculty member, as defined in Article XXIX, Part A, Section 5.a. is exceeded, a faculty member shall be compensated in the amount of one hundred ten dollars (\$140) during the 2009-2010 academic year, one hundred twenty dollars (\$150) during the 2010-2011 academic year, and one hundred thirty dollars (\$160) during the 2011-2012 academic year for each student above the maximum.
4. A faculty member assigned supervision of the liaison clinics shall be compensated at the overload rate specified in Part E of this Article on the basis of each three (3) contact hours in the liaison clinic in a given course, regardless of the number of students in that course, being the equivalent of one (1) credit or equivalent contact hour. Supervision of liaison clinics may be included as part of the faculty member's required teaching load on this same basis.

G. Faculty Pay Periods

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

H.

The **Licensed Practical Nursing faculty contract** will be in effect for an eleven month period, from September 1 to July 31 of each academic year. The total number of credit hours required during this time is forty (40) credits or an equivalent of 600 contact hours (classroom and clinical instruction. Contact hours may be achieved through day, evening, and/or weekend class offerings.

Salaries for present incumbent faculty were pro-rated for the 2008-2009 academic year to reflect the additional two months of work required. This additional salary will remain with the faculty member as long as s/he continues to teach in this eleven-month (11) program. Faculty will be paid twice each month (24) pay periods from September through August. New faculty members will be hired based on a pay range that pro-rates the standard nine (9) month ranges to reflect the additional two months of work

- I. Faculty members hired to work in the **Magnet High School** also work for an additional two months beyond the requirements of the standard nine (9) months established under this Agreement. Faculty members will be paid according to a pay range pro-rated to reflect the eleven-month work year.

ARTICLE XXII

XXII. HEALTH AND WELFARE BENEFITS

Health and Welfare benefits are provided as enumerated in this article for full-time members of the instructional and library staffs. Temporary members of the instructional staff and library staffs are not eligible for Health and Welfare benefits.

A. Medical Insurance

The College agrees to provide for the following insurance benefits during the term of this Agreement for full-time members of the instructional and library staffs covered by this Agreement and their eligible dependents:

1. Health Benefits under the State of New Jersey State Health Benefits Program for Local Education Employees or succeeding State health benefit plan(s). Employees will share the cost of medical insurance premiums in the following amounts per payroll period, assuming a 12-month payroll schedule:
 - i. Single coverage \$14.00
 - ii. Member & Spouse/Partner coverage \$32.00
 - iii. Family coverage \$36.00
 - iv. Parent & Child coverage \$20.00

Cost sharing of medical insurance premiums shall begin on the day cost sharing begins for the non-aligned employees of the College, with appropriate proration within the then current payroll period. For those employees working on a schedule other than 12 months, the cost sharing reflected above will be calculated proportionately.

2. New full-time members of the instructional and library staffs shall be eligible for such plan coverage on the first day allowable under the applicable provisions of the New Jersey State Health Benefits Program for Local Education Employees.
3. Benefits provided for retired employees under the expired AAUP or NJEA collective bargaining agreement shall be continued for those retired employees presently receiving such benefits, if permitted by State law and regulations.

- a. Existing dental plan shall remain in place for the duration of the Agreement. For the 2000-2001 academic year, any increase in the dental premium as established on July 1, 1998, which is \$41.93 monthly, shall be paid by the employee. Employees moving between coverage levels shall only be required to pay the premium above the base coverage level in which they are enrolled. During the second and third year of the contract an employee will be obliged to pay 50 percent (50%) of any subsequent increase.
- b. The College will reimburse individual faculty members the difference between the cost of a complete physical and/or dental services by a physician and/or dentist of the faculty member's choice and reimbursement for covered services from the New Jersey State Health Benefits Plan and/or the College Dental Plan. This reimbursement shall not exceed \$400. Cosmetic procedures will not qualify for reimbursement. Upon presentation of a receipt, the College will also reimburse individual faculty members up to \$250 for eyeglasses and/or corrective contact lenses annually.
- c. Existing Group Life and Long-Term Disability Insurance Benefits shall remain in place for the duration of the Agreement.

B. Pension Plans

1. Present participation in the Teachers' Pension and Annuity Fund (TPAF) for those members of the faculty covered by that plan shall be continued in accordance with applicable State laws and regulations.
2. All faculty members not covered by the Teachers' Pension and Annuity Fund shall continue to be covered by the Alternate Benefits Program (TIAA/CREF).
3. The faculty members' contributions and the contributions from the State shall be as provided by State law. In addition, the College shall continue its supplementary contributions for those faculty members on behalf of whom the College contributed ten (10) percent prior to the merger, to insure that those faculty members will have ten (10) percent contributed on their behalf.

4. Eligibility to the appropriate pension plan shall be in accordance with appropriate State law and regulations.
5. Within ninety (90) days of the publication of final regulations in the New Jersey Register, the College agrees to submit to the Board of Trustees for action plans to make available to the faculty any and all pension plans offered by T.I.A.A.-C.R.E.F. or another retirement vehicle.

C. Supplemental Retirement Plans

1. Supplemental Retirement Plans including those offered by T.I.A.A.-C.R.E.F. are at the employee's option. Salary deductions authorized by the employee pursuant to the plan will not be matched by the College.

Faculty members who are presently enrolled in deferred compensation plans may continue to participate according to their agreement with the College.

2. Within ninety (90) days of the publication of final regulations in the New Jersey Register, the College agrees to submit to the Board of Trustees for action plans to make available to the faculty any and all supplemental retirement plan options offered by T.I.A.A.-C.R.E.F. or another retirement vehicle.

D. Worker's Compensation

1. As defined by the applicable State laws.

E. Unemployment Compensation

1. As defined by the applicable State laws.

F.

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

G.

It is agreed and understood that the sole liability of the College is to pay the aforesaid premiums for the insurance coverages heretofore set forth, and that any and all claims for benefits, eligibility requirements, and other conditions shall be

as set forth in the insurance policy or policies affording the aforesaid benefits, and applicable State laws and regulations. The terms and conditions of said policy or policies and State laws and regulations shall govern and control all questions or claims arising hereunder.

H.

The College reserves the right to change the insurance carrier or carriers providing the aforesaid benefits or to consolidate any or all of the above plans. Covered employees shall not suffer any loss in benefits as a result of a change.

I. Tuition Remission

1. The College agrees to accord full-time members of the faculty, their spouses, and their dependents free tuition and all fees (does not include text and course material) in any course of study at the College, provided space is available and they meet the normal College requirements for admission to credit courses. Tuition remission shall also apply to dependents of retired faculty members and surviving dependents of deceased faculty members up to the age of 25. This benefit covers tuition cost and all fees (does not include text and course material). Employees and/or dependents must obtain a tuition waiver form from the Human Resources Department. A proof-of-dependency status is required for dependents. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules, and regulations.

2. Non-Credit Courses

The College agrees to accord full-time members of the faculty or their spouses, or eligible dependents, free tuition and all fees (does not include text and course material or other out-of-pocket costs) (Fall, Spring, and Summer) in any Non-Credit Continuing Education course at the College, provided they meet the normal requirements for admission to the course(s). The College will make available non-credit courses on a seat or space available basis to employees or their dependents. Fee-free memberships to the Fitness Center will be limited to the full-time employee only with membership available to dependents on a fee basis. Employees and/or dependents must obtain a “tuition remission” form from the Human Resources Department. A proof-of-

dependency status is required for dependents. A dependent is a person for whom the employee claims an exemption under the provision of the Internal Revenue Service laws, rules, and regulations.

J. **Faculty Improvement Plan**

1. The College has instituted a Faculty Improvement Plan to assist faculty members in the completion of doctoral requirements and for post-doctoral work. Loans from the Faculty Improvement Plan may be made, subject to the following conditions:
 - a. Applicant must hold an appointment and must have previously completed at least two consecutive academic years as a full-time faculty member at Union County College.
 - b. Applicant must have been admitted to doctoral candidacy or post-doctoral work at a recognized university, with all course work completed.
 - c. Loans will ordinarily not exceed \$2,500.00, but in any case may not exceed \$5,000.00.
 - d. No interest will be charged while the candidate holds an appointment to the Union County College faculty (in either “on-leave” or “active” status).
 - e. No interest will be charged after the candidate has received the degree, so long as s/he continues as a member of the Union County College faculty.
 - f. At the end of each academic year after the one in which the degree has been received or post-doctoral work completed, provided the recipient has served for that year as a full-time faculty member of Union County College, \$400 will be canceled from the loan. The balance of the loan shall be canceled at the end of the sixth (6th) year.
 - g. If the recipient of a loan voluntarily leaves the Union County College faculty before annual forgiveness has wiped out the loan, whether or not s/he has received the degree, repayment of balance is due with interest of 5 percent per annum from the date of the loan.
 - h. If the recipient of a loan retires or is dismissed from the Union County College faculty before annual forgiveness has wiped out the loan, whether or not s/he has received the degree, repayment of balance is due with

interest of 5 percent per annum from the effective date of the retirement or dismissal.

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

Applications for such a loan are filed with the Academic Vice President and must be accompanied by a written recommendation from the Departmental Chairperson and the appropriate Academic Officer. They are presented by the President to the Board of Trustees for approval.

K.

Tuition Reimbursement shall be made under the following conditions:

1. Eligibility

- a. All full-time members of the faculty taking courses in accredited institutions towards the completion of a graduate degree in their academic discipline or a discipline deemed appropriate to their academic specialization by the Academic Vice President or courses required as a prerequisite for relicensure or recertification in their discipline are eligible for such tuition reimbursement as defined further below.
- b. Reimbursement for such courses not directed toward a degree or courses not in a faculty member's discipline must be approved by the Academic Vice President.
- c. In all cases involving individual courses which are part of an established and approved degree program, approval must be obtained prior to registration for such courses. In the case of degree programs, only the first registration for courses in such a program requires prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.

An application for Tuition Reimbursement must be completed and submitted to the Academic Vice President for approval prior to enrolling

in the course or program. The completed application must be filed by the faculty member with the Human Resources Department no later than twenty days before the faculty member registers for classes in any academic semester. The Human Resources Department will provide the faculty member with a certification of receipt of application and will send a written response to the faculty member within ten days.

- d. In all cases, reimbursement will be made only for courses satisfactorily completed.
- e. A faculty member shall be eligible for tuition reimbursement only for courses beginning after the faculty member has completed one (1) academic year of service at the College.

2. Amount and Limitations

- a. After June 30, the Business Office determines the total requested for the preceding academic year. Whenever the request for reimbursement exceeds the amount available, reimbursement will be paid proportionally; whenever possible reimbursements will be 100 percent of tuition paid. Tuition reimbursement will be paid at 150 percent of the Rutgers graduate rate. A full-time member of the faculty may receive payments totaling not more than \$8,000 per academic year.
- b. Payments will be made once a year on or about July 31 for courses taken during the preceding academic year.
- c. No reimbursement is payable for fees, room, board, or the like, which are regarded as fees and not tuition, inasmuch as class attendance is normally not involved.
- d. Reimbursement is payable of “maintenance of matriculation” fees and “Thesis or Dissertation supervision” for one academic year.
- e. In order to obtain tuition reimbursement, a full-time member of the faculty must fill out an “Application for Tuition Reimbursement” form obtainable from any Academic Officer’s office or the Human Resources Office and file it with the appropriate Academic Office, not later than June 30 of the academic year in which the course(s) was (were) taken.

3. Budgeting for Tuition Reimbursement

The total amount available for tuition reimbursement shall be capped at \$80,000 for the fiscal year ending June 30, 2010; \$85,000 for the fiscal year ending June 30, 2011; and \$90,000 for the fiscal year ending June 30, 2012.

ARTICLE XXIII

XXIII. **OUTSIDE EMPLOYMENT**

- A. The primary responsibility of the faculty is to the College.
- B. A faculty member may undertake outside employment provided that this employment does not interfere with his or her faculty responsibilities or with applicable rules and regulations of the Commission on Higher Education.
- C. Any faculty member engaged in employment outside the College on a regular or continuing basis will, if requested, notify the President, in writing of such activity, indicating employer, specific days and hours of the assignment and overall duration. S/he shall also affirm that such employment does not interfere with regulations of the Commission on Higher Education.

ARTICLE XXIV

XXIV. LEAVES OF ABSENCE BECAUSE OF COURT APPEARANCE

- A. Faculty members who are requested to report to court in person in response to an involuntary subpoena or in response to a jury duty summons, or who are required to report for jury examination or qualification, or who are required to serve on a jury, shall receive their regular salary with no loss of other benefits during these absences. The faculty member shall perform his or her duties as set forth in this Agreement during the period of his or her absence because of court appearances to the extent practicable.
- B. During the first five (5) working days of court appearance, the faculty members in the affected department shall cover the professional assignments of the faculty member involved to the extent possible. Thereafter, if the court appearance continues beyond the initial five (5) working day period, the Board shall secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.
- C. In areas of expertise having five or fewer faculty members and if the department indicates its inability to cover the Board shall, without delay, secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.

ARTICLE XXV

XXV. LEAVES OF ABSENCE BECAUSE OF ILLNESS OR INJURY

A.

1. Subject to the provisions of Section C. of this Article, each faculty member shall be granted leave with pay, less disability insurance and/or workmen's compensation payments, with no loss of other benefits for absence because of illness or injury (including inability to work arising out of or connected with pregnancy or recovery therefrom) for a period of up to four (4) months during an academic year. The Board may require medical certification which shall be submitted to the Academic Vice President or his or her designee that such a condition warrants the leave. Such leave shall be considered as service within the meaning of Article XIII, A.1.a., b., and c. and Article XXX. In order to maintain salary continuance, unused accrued sick days will be utilized during the elimination period for temporary disability benefits. If the faculty member continues to be disabled after the four (4) month period, accumulated sick days may be used during the balance of the six month temporary disability period to supplement the insurance carriers payments on a one (1) sick day for each two (2) days of disability.
2. At the beginning of each academic year, commencing September 1, 1984, each faculty member will be credited with ten (10) days of sick leave allowance for absences caused by illness or injury. Sick days used will be compensated for pursuant to Section A.1. of this Article. Unused sick days may accumulate year to year with no maximum limit. Accurate records shall be maintained of sick days used and sick days accumulated to reflect a running balance. This balance shall be tallied and recorded by the Human Resources Department, the record of which will be made available to individual faculty members upon request. If no records are available at the date of this Agreement it will be assumed that no sick days have been used and the total accumulated will be tallied from September 1, 1984, or from the date of hiring, whichever is later.

3. Faculty members will be granted leave with pay for the total number of unused sick days accumulated, after the time limits of Section A.1. of this Article have been exhausted, should s/he be absent because of sickness or illness.
 4. During the first five (5) working days of leave, the faculty members in the affected department shall cover the professional assignments of the faculty member involved, to the extent possible. Thereafter, if the leave continues beyond the initial five (5) working day period, the College shall secure a suitable replacement for the faculty member in accordance with the provisions of Article X of this Agreement.
- B. For periods longer than six (6) months, the monthly income benefit provisions outlined in the respective pension plans shall prevail. Those faculty members currently covered by T.P.A.F. shall continue to be covered by T.P.A.F. All other faculty members shall be covered by the Alternate Benefits Plan.
- C. A faculty member must notify the Department Chairperson (Director of Library) as soon as is reasonably practicable of his or her illness or injury and of the projected period of absence. The Department Chairperson (Director of Library) must then notify the Vice President of Academic Affairs.
- D.
1. A faculty member who has used up the leave allowance defined in Section A. of this Article and who is still unable to return to work may request in writing additional leave with pay and/or with no loss of other benefits for review by the Board. The Board, at its discretion, may grant this request.
 2. A faculty member, employed at the College for more than one (1) academic year, who has used up the allowance in Section A. of this Article and who is still unable to return to work shall be granted leave without pay for a period of up to two (2) academic years.
 3. A tenured faculty member who has used up the leave allowance defined in Section A. of this Article and who is still unable to return to work shall be granted leave without pay for a period of up to three (3) academic years.
 4. The Board, at its discretion, may grant leaves or parts of leaves referred to in Section D. 2. and 3. of this Article with no loss of health and welfare benefits.

5. During a leave referred to in Section D. of this Article, a non-tenured faculty member shall not acquire any years of credit toward tenure or seniority for purposes of Article XXX (Reduction in Force).

ARTICLE XXVI

XXVI. PAID LEAVES OF ABSENCE

A. Authorized Short-term Leaves of Absence

1.
 - a. A faculty member who attends a professional meeting or conference shall be granted a short-term leave of absence up to a maximum of four (4) working days with pay and with no loss of other benefits with the approval of the Department Chairperson and with notification to the appropriate Academic Officer.
 - b. Any reimbursements for short-term leaves of absence must be approved by the appropriate Academic Officer.
2. A short-term leave of absence with pay and with no loss of applicable benefits may be granted for other reasons related to professional activities up to a maximum of ten (10) working days, upon notification to the Department Chairperson and the appropriate Academic Officer and the approval of the Academic Vice President.
3. During the first five (5) working days of leave as provided by Part A, Section 1 and 2 of this Article, faculty members in the affected department shall cover the professional assignment of the faculty member involved, to the extent possible. Thereafter, if the leave continues beyond the initial five (5) working days, the College shall secure a suitable replacement for such a faculty member in accordance with the provisions of Article X of this Agreement.
4.
 - a. After six (6) months of continuous employment during the first year of employment, Librarians shall be entitled to one and two-thirds (1 2/3) vacation days for each month worked on or before July 1, retroactive to the date of hire, up to a maximum of twenty (20) days.
 - b. Librarians who have completed one (1) year of continuous employment, but less than five (5) years of continuous employment on or before July 1 of each year, shall accrue one and two-thirds (1 2/3) days vacation for

each month worked, up to a maximum of twenty (20) days vacation during the vacation year.

- c. Librarians who have completed five (5) years of continuous employment or more on or before July 1 of each year, shall accrue two (2) days vacation for each month worked, up to a maximum of twenty-four (24) days vacation during the vacation year.
- d. A Librarian who is on leave of absence without pay shall not accrue vacation benefits for the time s/he is not at work.

5. Vacations for members of the Professional Library staff shall be taken during the year in which the vacation time is earned, except that, with the concurrence of the Director of Libraries, up to ten (10) days vacation may be transferred from one year to the next. The total accumulation of vacation time shall not exceed thirty (30) days.

6. If at the time of termination, provided that a member of the library staff has provided the College with thirty (30) days' notice, s/he shall be compensated in cash, at said member's current rate of pay, for accumulated vacation time up to a maximum of thirty (30) days. In the even of a library staff member's death, accumulated vacation time shall be paid to his/her estate.

B. Sabbatical Leaves—Leaves for Professional Advancement

1.

- a. Sabbatical leaves (Leaves for Professional Advancement) may be granted to faculty members for study and research, pursuit of an advanced degree or for creative work in their discipline. Requests for these leaves must be submitted to the appropriate Academic Officer in writing. In justifying the request the faculty member shall explain the plans for the leave, state the length of the leave desired, and sign an agreement to continue his or her services at the College for at least one (1) academic year following the termination of the leave. Priority shall be given to faculty members who are doctoral candidates at accredited institutions and who have completed all course requirements and are engaged in dissertation research or dissertation writing. Such leave (for Professional Advancement) shall be

considered as service within the meaning of Article XIII, Part A.1. of this Agreement.

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

2.

- a. A faculty member shall be eligible for a sabbatical leave (Leave for Professional Advancement) for at least one (1) semester after each six (6) years of service at the College.
- b. A faculty member who takes a sabbatical leave (Leave for Professional Advancement) shall receive 80 percent of his or her pay for the duration of the leave.
- c. The benefits received during the period of the sabbatical leave (Leave for Professional Advancement) shall be in accordance with State law and regulations.
- d. If the sabbatical leave (Leave for Professional Advancement) is for the completion of a doctoral dissertation and the recipient fails to receive the degree within one and one half (1½) academic years upon returning from the sabbatical leave; said recipient will be responsible to repay 15 percent (15%) of their annual salary over a one-year period following the one and a half (1½) year deadline. If there are extenuating circumstances, the Vice President for Academic Affairs may extend the deadline.

3.

- a. Normally, no more than one member of a department of 15 members or less, or in the case of the Library, no more than one member of the professional library staff, shall be granted a sabbatical leave (Leave for Professional Advancement) at one time. In departments of more than 15 members, one person may be granted a sabbatical leave for each 15 members or fraction thereof in that department in the event more than one member of the department applies for sabbatical leave at the same time.
- b. Priority in granting such leaves shall be extended to those faculty members with the longest term of faculty service to the College per leave granted.

- c. In the event of a dispute as to priority, the Departmental Coordinating Committee shall recommend a solution to the Vice President for Academic Affairs.
- 4.
- a. The College agrees to the formation of a faculty committee which shall be responsible for reviewing all applications for sabbatical leave (Leave for Professional Development) and making recommendations to the College for granting such leaves. The recommendations will be forwarded to the Vice President for Academic Affairs for his action. Where the Vice President for Academic Affairs and the Committee disagree an appeal can be brought to the President. The President's recommendation to the Board will be final. Requests for sabbatical leaves (Leaves for Professional Development) which meet the criteria for such leaves shall not be unreasonably denied.
 - b. Applications for sabbatical leaves shall be submitted to the Chairperson of the Faculty Sabbatical Committee and the faculty member's Department Chair by October 15 of the academic year prior to the academic year for which the leave is to be granted. The Chairperson of the Faculty Sabbatical Committee will transmit the committee's recommendations, the faculty member's application, and any input from the Department Chairperson to the Vice President for Academic Affairs by November 15 of the academic year prior to the academic year for which the leave is to be granted.
 - c. Faculty members shall be notified of the outcome of the application no later than January 31 of the academic year prior to the academic year for which the leave is to be granted.

ARTICLE XXVII

XXVII. LEAVES OF ABSENCE WITHOUT PAY

A. Maternity Leaves

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

B. Other Leaves of Absence

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

2. Such leaves of absence without pay shall not be considered as service within the meaning of Article XIII, A.1., a., b., c., nor as service toward tenure and/or seniority unless otherwise agreed to by the Board and the Chapter or unless the leave of absence is for study and research, pursuit of an advanced degree, or for creative work in their discipline. However, in no event shall a leave of absence during the faculty member's fifth year provide service credit toward tenure for that year.
- C. Immediately upon return from a leave of absence the faculty member shall receive any increase otherwise due for the current year.
 - D. Continuation of benefits during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation.

ARTICLE XXVIII

XXVIII. SUMMER SESSIONS

- A.
1. Full-time members of the instructional staff shall be given the **right of first refusal** in the assignment of summer session courses offered for credit, developmental courses and/or laboratories if they are otherwise qualified to teach these courses pursuant to the selection procedure in Section F of this Article.
 2. The Chairperson of each department shall inform the appropriate Academic Officer of the names of those faculty members who have **committed themselves to teach summer session courses by April 1** of that year. The Board shall rely on this information for the purpose of administering Section A.1. of this Article.
- B. The assignment of summer session courses for credit, developmental courses, and/or laboratories to persons other than full-time members of the instructional staff shall be considered tentative, pending cancellation of courses and/or laboratories.
- C. No faculty member may teach six (6) hours in a summer session until every member in his/her department who has requested an assignment in that session and who is qualified to teach the course in question is teaching one course in that summer session pursuant to the selection procedure in Section F of this Article, except that no change in course assignment will be made after the first meeting of a course has commenced.
- D. **No faculty member shall teach more than two (2) courses in a summer session, and no more than four (4) courses in both summer sessions, unless otherwise agreed to between the faculty member and the appropriate Department Chairperson and Academic Vice President.**
- E. All courses for college credit, developmental courses and/or laboratories which are or traditionally would be offered through an existing department of the College shall be offered through that department.
- F. Selection of faculty for summer session assignments shall be as follows:

Faculty shall be **selected** on the basis of seniority as defined in Article XXX, (Reduction in Force), except that full-time faculty members who desire to teach summer session sections, but were not assigned for either summer session I or II, shall have first priority in the summer session of the following year.

ARTICLE XXIX

XXIX. FACULTY WORKLOAD

A. Full-time Members of the Instructional Staff

1.

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

It is imperative that all full-time members of the faculty attend the regularly scheduled annual plenary session. Absences will be reported by the department chairs to the academic vice president. All faculty are strongly encouraged to participate in the commencement ceremony.

- b. A faculty member shall be available during the academic year to provide seven (7) hours of academic advisement during the Fall Semester and seven (7) hours during the Spring Semester. The scheduling of hours will be at the faculty member's discretion. Instructors who advise students through the UCC 101 course are exempt from this requirement. Department Chairpersons and Coordinators shall be available for five (5) working days and evenings prior to the commencement of each semester. The obligation of a Chairperson or Coordinator may be met, in part, by telephone.
- c. Teaching load requirements for full-time members of the instructional staff shall be modified only as follows:
 - (1) Department Chairpersons shall be required to teach a maximum of nine (9) contact hours per semester unless the number of faculty

members in the department is fewer than ten (10) in which case Department Chairpersons may be assigned a maximum of twelve (12) contact hours per semester.

- (2) Department Chairpersons in departments requiring the supervision of laboratories shall teach as part of their required teaching load a maximum of nine (9) contact hours per semester even if the number of faculty members is fewer than ten (10).
- (3) The Chairperson of the Faculty shall have his or her teaching load reduced by four (4) credit or equivalent contact hours each semester and two (2) credits during the first summer session. The Chairperson of the Peer Evaluation Committee, the Chairperson of the Curriculum Committee, the Chairperson of the Professional Development Committee, and the President of the Union County College AAUP shall have their teaching loads reduced by three (3) credits or equivalent contact hours each semester.
- (4) Full-time members of the instructional staff having agreed to assume administrative duties shall have their teaching load reduced proportionately with these duties up to a maximum reduction of twelve (12) credit hours or equivalent contact hours for the academic year.
- (5) Where the terms and conditions of a grant or fellowship require a reduction of the teaching load of a faculty member, his or her teaching load shall be reduced in accordance with the requirement of the grant.
- (6) With the approval of the Academic Vice President and the Department Chairperson, a faculty member shall be given a reduced teaching load proportional to his or her work in developing new curricula, new options of existing curricula, new courses, laboratory exercises or similar activities. Where there is a request in writing such approval shall be given in writing and a copy shall be forwarded to the Department Chairperson and the Chapter.
- (7) A full-time member of the instructional staff may, with the prior written approval of the appropriate Academic Officer, in the form of a memo to the appropriate Department Chairperson, agree to more than

three (3) separate preparations per semester within his/her required teaching load of fifteen (15) credit or equivalent contact hours if s/he is compensated at the overload rate specified in Article XXI (Compensation), Part D of this Agreement for each credit hour of the course or courses requiring additional preparation. For purposes of this provision, the additional course preparation(s) shall be for that course(s) with the greatest number of credit or equivalent contact hours. Lecture and laboratory sections of the same course shall be considered as two separate course preparations.

If a faculty member agrees to teach beyond the required load of fifteen (15) credit or equivalent contact hours per semester and receives overload compensation for additional or equivalent contact hours beyond his or her required or reduced load and this additional teaching results in a fourth preparation, double compensation will not be paid for this course as a fourth preparation. An exception shall be made in the case of a faculty member teaching in a specialized discipline where there are no other faculty credentialed to teach the course(s). The Department Chair and Academic Vice President must approve the exception.

- d. During the Fall, Spring, Winter, or Late-Start semesters, a full-time member of the instructional staff may, **in lieu of compensation** specified in Article XXI (Compensation), Part D, of this Agreement, agree to teach more than fifteen (15) credit hours or equivalent contact hours per semester if his or her teaching load in the following Spring or Fall semester is similarly reduced from fifteen (15) credit or equivalent contact hours or if he/she is compensated at the overload rate specified in Article XXI (Compensation), Part D, of this Agreement. Courses taught during Late-Start may be compensated as overload or may be applied to the normal fifteen (15) credit hour assignment in the subsequent semester. Winter semesters will be compensated as overload only, except that one Winter Session course may be applied to the normal fifteen (15) credit hour assignment in the Spring Semester immediately following. Banked

credits may only be carried to the subsequent semester to the extent permitted by IRS regulations. Credits cannot be banked into the Summer or Winter Session. Up to two Summer Session courses may be banked into the subsequent semester. There shall be no borrowing of future courses to be taught towards a current assignment. Such an arrangement of deferred assignment must have prior approval of the Department Chairperson and the Vice President for Academic Affairs. A faculty member may not reduce his/her teaching load by more than two courses under this provision. Faculty must notify their Department Chair prior to the beginning of the semester of their intent to bank hours for that semester, or their intent to utilize hours previously banked, during the upcoming semester. The Academic Vice President and the Human Resources Department must be notified by the Department Chair of faculty banking requests by June 1 for the Fall semester, November 1 for the Winter Session, December 1 for the Spring semester, and April 1 for the summer Sessions in order to have sufficient time to review such requests.

- e. Committee Service obligations within the meaning of Part A. Section 1.a. of this Article shall be deemed met if a full-time member of the instructional staff serves on at least one faculty or other College Committee.
- f. The Chapter and the College agree that released time for faculty, for whatever reason, should continue to be counted as part of the fifteen (15) credit/contact hours teaching load in accordance with past practice.
- g. UCC 101 will be compensated as an overload course, unless the Department Chair and Academic Vice President agree otherwise.

2.

- a. Every effort shall be made to avoid assigning a faculty member to teach courses commencing after 5 p.m. as part of his or her required teaching load except where the faculty member requests this assignment in which case the request will be granted if at all possible. In any event, no faculty member shall be assigned to teach more than six (6) credits or equivalent contact hours after 5 p.m. as part of his or her required teaching load

during an academic year, unless the assignment of more than six (6) credits or equivalent contact hours is required in order to provide the faculty member with a full teaching load. At the request of a faculty member and with the agreement of the Academic Vice President, or his or her designee, a faculty member may be assigned additional hours after 5 p.m.

- b. No faculty member shall be assigned to teach classes scheduled on Saturdays or Sundays as part of his or her required teaching load except where s/he requests this assignment, in which case the request will be granted if at all practicable.
- c. Beginning with the Academic year 1995-96, Faculty of the Practical Nursing Program may be assigned all or part of their load during Monday, Tuesday, Wednesday, and Thursday evenings in order to provide coverage for an evening program or on Thursday evening, Friday evening, and Saturday in order to provide coverage for a weekend program. A maximum of four (4) hours may be assigned on a single evening. A maximum of seven (7) hours may be assigned on a Saturday. A Practical Nursing faculty member may not be assigned to teach in both an evening program and a weekend program as part of her/his regular teaching load during the same semester.

3.

- a. No faculty member shall be assigned to teach courses scheduled to meet on the same day as part of his or her required teaching load where the time between the end of the first class hour and the beginning of the last class hour exceeds eight and one-half (8½) hours except under unusual circumstances, in which case the faculty member shall receive additional compensation at the rate specified in Article XXI (Compensation), Part F, Section 1, of this Agreement. However, if the faculty member is receiving overload compensation during the semester, s/he will not be additionally compensated.
- b. No faculty member shall be assigned to teach courses scheduled to meet on consecutive days as part of his or her required teaching load where the

time between the end of the last class hour one day and the beginning of the first class on the succeeding day is less than ten (10) hours.

4.

a. No faculty member shall be assigned to teach courses meeting on more than two campuses or other locations on the same day nor be assigned to teach on two (2) campuses/locations more than three (3) days a week. A faculty member shall not be assigned to teach courses on three (3) campuses or campuses/locations while having more than four (4) course preparations.

b. Where a lecture or any other classroom activity is **transmitted electronically** for a semester to any location or locations the following provisions will apply:

(1) Each location to which the transmission is sent shall be considered an additional section, if enrollment in said section satisfies the provisions of Part A, Section 5. a. and b. of this Article, toward the faculty member's load and therefore shall be considered as part of his/her regular load or as an overload which shall be compensated according to the provisions of Article XXI, Part D of this Agreement.

(2) The number of students in each of the additional sections shall be regulated by the provisions of Part A, Section 5. a. and b. of this Article.

(3) If enrollment in said section does not satisfy the provisions of Part A, Section 5. a. and b. of this Article, then aggregate enrollment of live and electronically transmitted sections of a course will be used to calculate the class size provisions of Part A, Section 5. a. and b. of this Article and the compensation provisions of Article XXI (Compensation) Part D, and Part F, Section 3 and Article XXIX (Faculty Workload), Part A, Section 1.a. of this Agreement.

(4) The recording and/or transmission of any lecture, recitation, laboratory, tutorial or other instructional activity shall be agreed to by the appropriate faculty member(s) and the Vice President of Academic

Affairs before such activity takes place. In addition the terms of compensation for use shall be agreed to in advance.

c.

- (1) Distance learning courses offered for credit by the College shall be subject to the appropriate conditions and limitations referred to in Article IX (Work of the Faculty), Article X (Appointment of Part-Time Members of the Instructional Staff and Professional Library Staff), and Article XXIX (Faculty Workload).
- (2) No faculty member shall be required to teach any distance learning course provided that no other teaching assignments are available and the assignment of a distance learning course is required to provide the faculty member with a full teaching load. The use of distance learning technology shall not be used to reduce, eliminate, or consolidate full-time faculty positions at Union County College. The decision of a faculty member not to teach one or more distance learning courses shall not be used in any evaluative manner in the personnel process.
- (3) All courses to be offered utilizing distance learning technology must, before they are offered, be reviewed by the Faculty Academic Technology Committee, and approved by the Faculty Curriculum Committee.
- (4) Any faculty member who agrees to teach a course utilizing distance learning technology for the first time shall be given a course reduction equal to the number of credits or equivalent contact hours in the course in the semester prior to the offering of the course, in order to properly prepare for the course, and an additional reduced load equal to the number of credits or equivalent contact hours in the course during the first semester s/he teaches the course. If a faculty member subsequently chooses to teach an additional course utilizing distance technology, he/she shall receive one half (1/2) the number of credit or equivalent contact hours in the course in the semester prior to the offering of the course. Additional courses, up to five (5) shall be compensated at one-half (1/2) the number of credits or equivalent

contact hours in the semester prior to the offering of a course. If a faculty member agrees to accept these course reductions, the individual faculty member will agree to teach two additional sections of the course over the next three semesters. If a faculty member refuses to teach the additional sections in accordance with the statement above (i.e., two additional sections of the course over the next three semesters), he/she must reimburse the College for the reductions received at the overload rate or the appropriate proportion thereof. However, if for academic, financial, or other reasons it is deemed after the course has been taught for the first time that it is not viable to teach it again utilizing this methodology by the Vice President of Academic Affairs and the faculty member involved, the faculty member shall not be held liable for the above requirements or reimbursements. When the College changes the Learning Management System, the faculty member may elect to receive extensive assistance beyond the required training from the Distance Education Department or alternatively the faculty member will receive a stipend of \$2,000 per course migrated to the new LMS.

- (5) Union County College shall provide adequate support services at both the sending and receiving sites for distance learning courses, including the necessary equipment and personnel. The Faculty Academic Technology Committee and appropriate administrative officers shall meet jointly in order to continually review and if necessary recommend modifications and improvements to distance learning support services.
- (6) Methods of presentation and course materials are to be under the control of the instructor and the individual or individuals who actually developed the methods or materials. Any recording of the classroom lecture, recitation, laboratory, tutorial or other instructional activity shall be made only with advance permission of the participating faculty member. Any such recordings shall be the property of the instructor. The use of any such material, such as its transmission over a

network, shall be subject to the instructor's approval. Terms for compensation for the use of such material shall be negotiated between the faculty member and the appropriate academic officer of the College.

Intellectual property created, made or originated by a faculty member shall be the sole and exclusive property of that faculty member for perpetuity or so long as the federal law applicable thereto allows.

(7) A faculty member shall not be required to utilize more than one sending site for a particular course, unless s/he chooses to do so. A faculty member shall not be required to travel to any receiving site to which the course is being transmitted.

(8) Distance learning equipment shall not be used to evaluate faculty performance. Faculty members teaching distance learning courses shall be evaluated in the same manner as all bargaining unit members, in accordance with the Agreement. In the case of peer observations or evaluations, the observer shall be present in the same room as the instructor.

Outside visitors (either at the sending or receiving sites) will not be allowed during distance learning courses unless the faculty member agrees in advance to their presence.

(9) A faculty member may choose to teach a distance learning course as part of their base load or as an overload.

(10) The teaching load limits for a distance learning course shall be the same as those stated in Article XXIX (Faculty Workload), 5a. The total number of students registered for a distance learning course shall not exceed these limits. If the limits are exceeded, the provisions of Article XXIX, 5b(1,2) shall apply.

5.

- a. The **nominal class teaching load limits** for faculty members shall apply to all courses taught during the academic year and summer sessions and shall be:

- (1) twenty-two (22) in developmental classes, modern language conversation classes and interpreter for the deaf classes with practice laboratories and developmental laboratories.
- (2) twenty-six (26) in English composition and speech classes, modern language classes, and fine arts studio classes.
- (3) thirty-two (32) in all other classes except large lecture classes.
- (4) seventy-five (75) in large lecture classes. Such large lecture classes shall receive double credit toward a faculty member's teaching load.
- (5) the load limit for large lecture classes with science laboratories shall be forty-eight (48).
- (6) twenty-four (24) in laboratories; twenty (20) in chemistry laboratories, except in Chemistry, (CHE 211 and CHE 212) where the limit shall be 16.
- (7) twenty-one (21) in online courses with a limit dependent on any required on-campus laboratory which is part of the course.
- (8) thirty-two (32) in telecourses except for those telecourses which require an on-campus laboratory, the size of the seating in the laboratory to be the determinant. Blended courses shall have the same limits as their counterpart in item 7 unless they are further limited by any required on-campus laboratory which is part of the course.
- (9) twenty-five (25) in UCC 101 courses
- (10) twenty-four (24) in EDU courses

b.

- (1) If the number of students in a class exceeds the nominal limits noted in Part A, Section 5.a. of this Article, a faculty member shall be compensated at the rate specified in Article XXI, Part F, Section 3, of this Agreement.
- (2) Calculation of student overages shall be on the basis of the number of students officially registered in classes immediately following the tenth (10th) day of class.
- (3) No courses shall be canceled without direct consultation with the Department Chairperson. Each Department Chairperson may run one

low-enrollment course (under twelve (12) students) for each eighteen (18) sections that run in the Department with an enrollment of at least twelve (12) students. For the fall semester the preceding fall will be used to determine the number of low enrollment exemptions; and, for the spring semester the preceding spring will be used to determine the number of low enrollment exemptions: Fall to Fall and Spring to Spring. The program starts in Spring 2010. Regardless of the number of sections scheduled within a department, the following low-enrollment courses shall not be canceled, unless the Department Chairperson agrees to the cancellation:

- i) New courses, including all distance education modalities, for four (4) semesters;
- ii) Any courses needed for graduation;
- iii) Courses not needed for graduation, providing that the courses have not run for three (3) semesters due to low enrollment.

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

7.

a. A faculty member who requests it will be assigned up to two overload courses in one semester provided every faculty member in his or her department who has requested overload assignments and who is qualified to teach the course in question has been assigned at least three (3) overload hours.

b. The distribution of overload assignments to full-time members who desire overload assignments shall be as follows:

(1) Selection shall be on the basis of seniority as defined in Article I (Definitions), X., except that:

(2) Full-time faculty members who desire to teach overload sections, but were not assigned for that semester shall have first priority in the following semester.

8.

a. **Tutoring** in other than a specialized facility shall be voluntary and shall not be compensated.

b. A faculty member who works in a specialized facility or program in which students receive help on an individualized basis shall receive credit toward his/her required teaching load or shall receive overload compensation on the basis specified in Article XXI (Compensation), Part G, Section 2 of this Agreement.

9. A faculty member assigned field work supervision shall receive additional compensation at the rate specified in Article XXI (Compensation), Part G, Section 2, of this Agreement.

B. Academic Learning Center Staffing

1. Faculty members assigned to the Academic Learning Center shall work thirty (30) hours per week.

2. Up to two (2) developmental or other regular courses per semester may be assigned, in which case there will be a six-hour reduction in Academic Learning Center hours assigned for each three (3) credit or equivalent credit hour course assigned.

C. Specialized Facility Staffing

1. Two sections (150) minutes of Developmental Courses taught in conjunction with a specialized facility shall be credited as one section (150 minutes) for the instructor's schedule with these provisions:

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

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

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

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

- 2. The instructor will be responsible for prescribing and for evaluating the individualized instruction to be undertaken in a specialized facility.
- 3. The laboratory instructor(s) will supervise the learning activities prescribed by the instructor in the remaining 100 minutes per week in the specialized facility.

D.

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

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

E. **Full-Time Members of the Professional Library Staff**

- 1. Except as otherwise provided in section A.1.c. of this Article, a full-time member of the professional library staff shall work thirty-five (35) hours a week on a twelve (12) month contract.
- 2. A full-time member of the professional library staff who serves on faculty or other College committees shall have his/her weekly hours reduced to the extent necessary for him/her to attend and to participate fully in all meetings of one (1) committee per academic year.
- 3. **Holiday** benefits shall be as follows:
 - a. Librarians in the employ of the College during the week of each recognized holiday are to receive the following holidays without deduction in pay:

New Year's Day

Martin Luther King Jr. Day

Washington's Birthday

Good Friday

Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

- b. Whenever said holidays are celebrated, employees shall be considered as having worked that day. Any holiday which falls on Saturday shall usually be observed on the preceding Friday, but in no event later than the succeeding Monday. Any holiday, which falls on Sunday shall be observed on the following Monday. Holidays which are observed during a scheduled vacation shall extend that vacation by a period equal to the holiday(s).
 - c. In addition, librarians are to receive three (3) holidays to be designated by the College, without deduction in pay.
 - d. No holiday pay shall be granted for any period for which a leave of absence has been granted, e.g. sick leave, leave of absence without pay.
4. **Vacation** benefits shall be as stated in Article XXVI Section A.4. and 5.
 5. A full-time member of the professional library staff who teaches a course for credit, developmental course or laboratory, in addition to his/her regularly assigned duties shall receive compensation in accordance with Article XXI, Part D.
- F. **Reduced Teaching Load**
1. A faculty member (Librarian) who has completed 15 years of continuous full-time teaching service at Union County College (including service at the former Union College or Union County Technical Institute) may request to have a reduced required teaching load for the academic year. This reduction may be by as much as 50 percent of the required academic year teaching load. The Board shall consider the request, provided such a reduction is in the best interests of the College. Application for such a reduced load must be submitted each academic year.

2. A faculty member granted a reduced teaching load shall have his/her base salary reduced proportionately to the reduced teaching load.
 3. A faculty member granted a reduced teaching load shall be considered “faculty” as defined in this Agreement.
 4. A faculty member requesting a reduced teaching load shall notify the Academic Vice President no later than February 1 of the academic year prior to the academic year s/he seeks a reduced teaching load, except in unusual circumstances.
 5. The benefits a faculty member receives on such a reduced teaching load will be in accordance with State law and regulations and the faculty member shall be informed in writing as to these benefits prior to being granted a reduced teaching load.
- G. Three hours of **overload** payment or released time for each of the two semesters preceding completion of a comprehensive **self-study by a specialized accrediting** agency shall be made available to the chair, coordinator, or designated faculty of the program. Distribution of the overload hours or released time will be assigned by the appropriate academic officer, in consultation with the program coordinator and department chair.
- H. The **Licensed Practical Nursing faculty** contract will be in effect for an eleven month period, from September 1st to July 31st of each academic year. The total number of credit hours required during this time is forty credits (40) or an equivalent of 600 contact hours (classroom and clinical instruction.) Contact hours may be achieved through day, evening, and/or weekend class offerings. Salaries for present incumbent faculty were pro-rated for the 2008-2009 academic year to reflect the additional two months of work required. This additional salary will remain with the faculty member as long as s/he continues to teach in this (11) eleven month program. Faculty will be paid twice each month (24) pay periods from September through August. New faculty members will be hired based on a pay range that pro-rates the standard (9) nine month ranges to reflect the additional two months of work.
- I. Faculty members hired to work in the **Magnet High School** also work for an additional two months beyond the requirements of the standard (9) months

established under this agreement. Faculty members will be paid according to a pay range pro-rated to reflect the eleven month work year.

ARTICLE XXX

XXX. REDUCTION IN FORCE AND SENIORITY

- A. Reduction in force due to a fiscal crisis, a natural diminution in the number of students in a program or at the College or a reduction of programs shall be effected **in full accordance with** the applicable statutes of the State of New Jersey and effective regulations promulgated thereunder, particularly N.J.A.C. 9:4-5.1.
- B. Except as otherwise provided in Section A of this Article, **seniority** for faculty members shall be based upon the total number of years of full-time teaching in a department, except where a faculty member has taught in more than one department in which case seniority shall be based upon the total number of years of full-time teaching at the College, or in the case of full-time members of the professional library staff, seniority shall be based upon the total number of years of full-time professional work in the library. If two faculty members have the same seniority but are in different academic ranks, the faculty member in the higher academic rank shall be deemed to have greater seniority or if they are in the same academic rank, the faculty member first appointed to that rank shall be deemed to have greater seniority.
- C.
 - 1.
 - a. If a faculty member desires to obtain qualification to teach in areas **other than his/her own discipline,** the faculty member will submit a plan for undertaking such retraining to the Academic Vice President for his or her review and approval. The Academic Vice President will consult with the Department Chairperson **and credentials committee** of the department to which the faculty member seeks admittance. If the Vice President for Academic Affairs judges the plan to be satisfactory and the area in which the faculty member(s) wish to be retrained is appropriate to the needs of the College, the College will agree to fund the retraining effort of the faculty member(s) while following said plan.

b. Section C.1.a. of this Article shall be available to all members of the full-time instructional staff prior to implementation of the provisions of Section A. of this Article.

2. When the retraining plan is completed, evidence of successful completion will be submitted to the Academic Vice President pursuant to Article XX, Section B.2.

D.

Tenured faculty laid off because of a reduction in force shall be notified of the lay off **at least one academic semester in advance.**

ARTICLE XXXI

XXXI. RETIREMENT

A. Retirement Status and Benefits

1. All retired faculty members shall have **emeritus status**.
2. All retired faculty members, at their request, shall be listed in the faculty directory, shall be invited to participate in College ceremonies, may attend faculty meetings without the right to vote, shall have library **privileges**, and shall have the same discounts on purchases at College facilities as faculty members.

ARTICLE XXXII

XXXII. COLLEGE CALENDAR

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

ARTICLE XXXIII

XXXIII. GENERAL WORKING CONDITIONS

- A. All faculty members, their spouses and dependents shall be **admitted free** to those College-sponsored activities, which shall not include activities the charge for which is the primary determination of students, to which faculty members have been admitted without charge in the past.
- B. A discount of ten **(10) percent** shall be granted to all faculty members for all books purchased from the Union County College Bookstore for the faculty members' personal use.
- C. A **Faculty Lounge** at each of the campuses located in Cranford, Elizabeth, and Plainfield shall continue to be maintained for the use of the faculty.
- D. **Telephone** service for intra-campus communications and incoming calls shall be provided in each faculty member's office.
- E. Faculty members shall have **reasonable access** to the Computer Center and Computer Resource Center, if practicable, for research and related purposes.
- F. The College shall continue to provide at each of the campuses located at Cranford, Elizabeth, Plainfield, and Scotch Plains **adequate parking facilities** to all members of the faculty.
 - 1. The Chapter and the College agree that the parking fee should be set at ten **(10) dollars** for the duration of this Agreement.
- G. **Secretarial services** in a department, the allocation of which shall be under the supervision of the Department Chairperson, adequate for the transaction of all College business shall be available to all faculty members in that department.
- H. Each faculty member shall be provided at the campus at which s/he performs his/her primary teaching function a **suitably equipped office** space and the necessary supplies for his/her work. All Department Chairpersons shall be provided with single offices. Each faculty member shall be provided with one computer in their office space.

I.

1. When it is necessary for an individual to use his/her own automobile on College business, including, but not limited to, communication between campuses and locations, a **mileage allowance** at the rate as permitted by the Internal Revenue Service will be provided. The appropriate Academic Officer shall have the authority to approve these mileage allowances.
2. A faculty member who is assigned classes at two or more locations on the same day shall be entitled to compensation for travel between these locations in accordance with Section I.1. of this Article.
3. Requests for compensation shall be made on standard forms for travel reimbursement at the end of each semester, with the amounts computed based on the dates of actual travel and the distances as listed below. Reimbursement for travel to or from locations not listed below shall be base on actual distance traversed.

Standard Distances:

| | |
|---|-----------|
| Cranford to Elizabeth | 6 miles |
| Cranford to Plainfield | 7 miles |
| Cranford to Harold B. and Dorothy A. Snyder School of Nursing (Muhlenberg) | 7 miles |
| Cranford to Trinitas Regional Medical Center | 6 miles |
| Elizabeth to Plainfield | 13 miles |
| Elizabeth to Trinitas Regional Medical Center | .5 miles |
| Plainfield to Muhlenberg | 1.8 miles |
| Plainfield to Trinitas Regional Medical Center | 14 miles |
| Muhlenberg to Trinitas Regional Medical Center | 17 miles |

- J. The Board shall keep in full force and effect during the term of this Agreement **liability insurance** which covers individual faculty members, a copy of which will be provided to the President of the Chapter. Under no circumstances will Academic Officers be covered under a more favorable liability policy than faculty members.
- K. As soon as practicable after the commencement of the academic year, the Board will provide a current **Faculty handbook** to each faculty member in order to

provide the faculty members with information useful for the carrying out of their duties and providing information concerning the rules, practices, and procedures of the Faculty and the College.

L.

1. Full-time members of the instructional and library staff must notify the Department Chairperson and/or the appropriate Academic Officer or Library Director of absences from classes or regularly assigned duties.
2. The Department Chairperson is responsible for seeing that the professional assignments of faculty members in the department are covered in accordance with Article XXV, Section A.4. and Article XXVI, Section A.3.

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

N. The appropriate Academic Officer will consult with departmental chairpersons involved regarding scheduling of large lecture sections prior to the construction of the master schedule.

O. All faculty members assigned to laboratory classes shall be provided with safety equipment and clothing in accordance with Federal, State, and County statutes and/or regulations of Federal, State, and County agencies.

P. The College shall provide work and storage space at a campus at which a faculty member has teaching assignments other than his/her primary teaching site.

Q. The Board shall make every effort to eliminate hazardous or potentially hazardous working conditions in order to assure the health and safety of faculty working under such conditions.

R. There shall be a College Committee on Safety, Security, and Parking, the purpose of which shall be to monitor and review safety, security, and parking conditions at the College and to make recommendations concerning those to the President. The faculty members of the Committee shall be nominated by the Faculty Executive Committee and shall be appointed by the President. The number of faculty members on the committee shall be approximately proportional to the number of full-time faculty members in relation to the number of full-time employees at the College.

S. The Board shall provide the business office services necessary to permit participation by faculty members in the Union County **Teacher's Federal Credit Union**.

ARTICLE XXXIV

XXXIV. GRIEVANCE AND ARBITRATION

A. Definitions

1. A grievance is an allegation by a faculty member(s), or the Chapter or an allegation by the President that there has been a breach, misinterpretation, or improper application of the terms of this Agreement.
2. A complaint is an informal claim by a faculty member(s) of improper, unfair, arbitrary, or discriminatory treatment by the Board or its agents. A complaint may, but need not, constitute a grievance. Complaints shall be disposed of through informal procedures set forth in Part B of this Article.
3. Arbitration is the proceeding before the Public Employment Relations Commission provided for in this Article.

B. Informal Procedures for the Resolution of Complaints and Grievances

1. A complaint or a grievance may be resolved informally, with a representative of the Chapter present if requested by the complainant or grievant, so long as the resolution is not inconsistent with the terms of this Agreement.
2. The disposition of a complaint or grievance pursuant to Part B, Section 1 of this Article shall not constitute precedent for the disposition of similar complaints or grievances.

C. Formal Procedures for the Resolution of Grievances

1.
 - a. A grievance shall be filed no later than thirty (30) class days after it was found to exist or should have been found to exist or in cases where informal resolution is sought pursuant to Part B of this Article, no later than thirty (30) class days after the grievance has been informally presented.
 - b. The time limits provided for in Part C, Section 1.a. of this Article may be extended by written agreement between the parties to the grievance.
 - c. A grievance shall be filed in writing and shall state the reasons for the grievance and the remedy sought.

- d. If the grievant is a faculty member, or the Chapter, the grievance shall be filed with the President or the President's designee. If the grievant is the President, the grievance shall be filed with the President of the Chapter.
2.
 - a. Within thirty (30) days of receipt of a filed grievance, there shall be a conference between the President, or the President's designee, a representative of the Chapter, the grievant, if the grievant is not the President of the Chapter, and any other necessary person.
 - b. Within seven (7) class days after this conference or a subsequent conference terminated by a party to the grievance, the party with whom the grievance is filed shall render a decision in writing.
 - c. If the grievance is not disposed of as a result of this decision, the Chapter or the President may notice the grievance for arbitration within thirty (30) class days before the Public Employment Relations Commission (hereinafter referred to in this Article as the "Commission"), provided the issue is arbitrable.
 3.
 - a. The arbitrator shall be selected in accordance with the rules of the Commission.
 - b. The arbitration shall be held within thirty (30) class days of receipt of the notice by the Commission and shall be conducted in accordance with the rules of the Commission.
 - c. In no event shall the arbitrator have the authority to add to, subtract from, modify or amend the terms of this Agreement.
 - d. The decision of the arbitrator shall be rendered within fifteen (15) days of the conclusion of the arbitration hearing.
 - e. The decision of the arbitrator concerning those matters which are arbitrable shall be final and binding, except as otherwise provided by law.
 - f. The costs of arbitration shall be borne equally by the parties of the arbitration.
 4. The following grievances are not arbitrable:

- a. Controversies and disputes arising under higher education law which are subject to appeal to and adjudication by the Board of Trustees of the College.
 - b. Grievances concerning the application or interpretation of New Jersey Statutes, Rules and Regulations, and disputes involving the discipline of employees which are subject to appeal to and adjudication by the Board of Trustees of the College.
 - c. Matters which do not intimately and directly affect the work and welfare of faculty members.
 - d. Matters which would significantly interfere with the exercise of inherent managerial prerogatives pertaining to policy.
 - e. Matters which have been preempted by statute or regulation.
 - f. Grievances relating to appointment, nonreappointment or promotion are not arbitrable; however, a claimed violation of the procedural process prescribed in this Agreement may be arbitrated. The arbitrator shall not order appointment, reappointment, or promotion, but in an appropriate case the arbitrator may remand the matter to the proper procedural step for processing in accordance with the terms of this Agreement.
5. Notwithstanding the provisions of Section 4 of this Article, all grievances which are lawfully arbitrable under New Jersey statutes, or deemed arbitrable by rules and regulations promulgated thereunder, are arbitrable.

ARTICLE XXXV

XXXV. **WORK OR BUSINESS INTERRUPTION**

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

ARTICLE XXXVI

XXXVI. EXCHANGE OF INFORMATION

- A. The Board and the Chapter agree to consider and to acknowledge all requests for information properly submitted by one to the other. A request for information submitted in writing shall be acknowledged in writing.
- B. All written communications from the Board to the Chapter shall be sent to the President of the Chapter. All written communications from the Chapter to the Board shall be sent to the President or his or her designee.
- C. The Academic Vice President or his or her designee shall provide the Chapter with notice of all persons employed as faculty after the effective date of this Agreement or within thirty (30) days of the date of employment, whichever is later, and notice of all changes in faculty status within thirty (30) days of the date of the change.
- D. The Chapter agrees to furnish the President with a complete list of all officers and representatives of the chapter, including titles, addresses, and designation of responsibility, and to keep such list current. The Chapter will also provide copies of its constitution and by-laws or other governing articles and will keep these current.
- E. The Chapter President or his/her designee shall be provided with a copy of the tentative agenda for each Board of Trustees and joint Board of Trustees/Board of Governors meetings and copies of proposed resolutions to be acted upon at said meeting(s) prior to the meetings.

ARTICLE XXXVII

XXXVII. SEPARABILITY

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

ARTICLE XXXVIII

XXXVIII. INTEREST SUCCESSION

- A. All of the terms and conditions of this Agreement shall be binding and upon and inure to the benefit of each of the parties to this Agreement and their respective successors and assigns.

ARTICLE XXXIX

XXXIX. **DURATION OF AGREEMENT**

- A. Except as specifically provided elsewhere in this Agreement, this entire Agreement shall be effective as of September 1, 2009, and shall continue in full force and effect until August 31, 2012.
- B. The Board and Chapter shall enter into negotiations for a new Agreement no later than March 1, 2012.

APPENDIX A

Supplemental Language to Article XXII. Health and Welfare Benefits.

Full-time faculty members and their eligible dependents will be insured under the State of New Jersey School Employees Health Benefits Program (SEHBP) or succeeding State health benefit plans. The plans currently available are: NJ Direct 10, NJ Direct 15, Aetna HMO, and CIGNA Healthcare HMO. The State Health Benefits Commission (SHBC) determines which Plans are offered and sets the standards for coverage and operations for all participating plans.

SIDE LETTER OF AGREEMENT

Article XXV. Leaves of Absence Because of Illness or Injury provides in paragraph A.2. that the Human Resources Department will maintain a record of sick days accumulated and sick days used; such record of which will be made available to individual faculty members upon request.

To the extent that absences are reported to the Human Resources Department, the records will reflect the official balance of sick days available.

Any **discrepancies between the official records and the records of an individual** faculty member will be resolved between that individual and the Director of Human Resources.

MEMORANDUM OF UNDERSTANDING

Between

THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE
AND
THE UNION COUNTY COLLEGE CHAPTER OF THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

Article XX

It was agreed to form a committee to explore the possibility of offering a schedule of employment during the summer months to Department Chairs and/or designated Coordinators to reflect a workload consistent with Article XX, G, H, I, and J, as appropriate, and meeting student advisement needs.

The committee members shall be composed of members of the DCC, and shall also include an AAUP representative, the Academic Vice President or his designee, and a representative of the Business Office.

Compensation to be considered is six (6) credits at overload rate.

Target completion date is March 31, 2010.