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1970-1971  
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AGREEMENT  
BETWEEN  
THE BOARD OF TRUSTEES  
OF  
MIDDLESEX COUNTY COLLEGE  
AND  
THE FACULTY ORGANIZATION  
OF  
MIDDLESEX COUNTY COLLEGE  
LOCAL 1940 AFT (AFL-CIO)  
1970-1971

TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	1
Article I - Recognition .....	1
A. Recognition .....	1
B. Commencement of 1971-72 Negotiations .....	1
Article II - Rights of the Union .....	1
A. Use of Building Facilities .....	1
B. Transaction of Union Business .....	1
C. Posting of Notices .....	1
D. Right to Information .....	2
E. Information for Filing Grievances .....	2
F. Limitation on Information .....	2
G. Union Office .....	2
H. Limitation on Faculty Senate .....	2
I. Consultation With the Union .....	2
J. Voice at Board Meetings .....	2
K. Work Load of Union Chairman .....	2
L. Dues Check-Off .....	3
Article III - Rights of the Faculty .....	3
A. Evaluations - Access to Files .....	3
B. Preference for Adjunct Positions .....	3
1. Preference .....	3
2. Rate of Pay .....	3
3. Non-Recognition .....	3
C. Safety Conditions .....	3
D. Assignments .....	3
1. No Assignments in Areas for Which Unprepared .....	3
2. Return to Original Status of Former Administrators .....	4
E. Voice or Image Reproduction .....	4
F. Academic Freedom .....	4
G. Members Schedule of Classes .....	4
1. Four-Day Schedules .....	4
2. Distribution of Faculty Programs and Right to Exchange .....	4
3. Attendance Not Required When Not Teaching .....	4
4. Attendance by Faculty .....	4
5. Union Examination of Faculty Schedules .....	4
6. Notice to Faculty of New Teaching Assignments .....	4
H. Vacancies .....	5
1. Notice to Faculty of Vacancies .....	5
2. Notice to Applicants of Disposition .....	5
3. Right of Old Faculty to Equal Remuneration and Rank of New Faculty .....	5
I. Outside Activities .....	5
J. Admission to Courses .....	5
1. Faculty Members .....	5
2. Faculty Dependents .....	5
K. Right to Union Representation in Disciplinary Cases .....	5
L. Right to Union Representation for Contract Rights .....	5
M. Changes in Time and Location of Classes .....	6

Page

## Article III - Rights of the Faculty (Continued)

N. Changes in Length of Class Period .....	6
O. Right to Outside Employment .....	6
P. Office Space and Equipment .....	6
Q. Telephones in Classroom Areas .....	6
R. Classroom Space and Supplies .....	6
1. Textbooks .....	6
2. Stationery .....	6
3. Uniforms .....	6
S. Clerical Assistance .....	6
T. Selection of Texts .....	7
U. Travel for College Purposes .....	7
V. Restrooms and Lounges .....	7
W. Parking Facilities .....	7
X. Official Announcements .....	7
Y. Substitute Covering of Class Assignments .....	7
Z. Student Grievance Procedure .....	7 - 8
Article IV - Conditions of Employment .....	8
A. Requirements for Academic Rank .....	8
1. Teaching Faculty .....	8 - 9
2. Student Personnel .....	9 - 10
3. Librarians .....	10
4. Effect of Rank Requirements .....	10
5. Secondary School Teaching Definitions .....	10
6. Collegiate Teaching Definitions .....	10
7. Business Experience Equivalency .....	10
8. Adjunct Teaching Credit .....	10
9. Presidential Prerogative .....	11
B. Nomination for Promotion .....	11
C. Employment Contracts .....	12
D. Tenure .....	12
E. Probation .....	12
F. Procedure for Non-Renewal of Probationary Employees .....	12 - 13
Article V - Faculty Benefits .....	13
A. Paid Leaves of Absence .....	13
1. Sick Leave .....	13
2. Bereavement .....	13
3. Family Illness .....	14
4. Jury Duty .....	14
5. Court Appearance .....	14
6. Sabbatical Leaves .....	14
7. Personal Leaves .....	14 - 15
B. Documentation .....	15
1. Accumulated Sick Leave Notice .....	15
2. Faculty Report of Absence for Illness .....	15

## Article V - Faculty Benefits (Continued)

C.	Unpaid Leaves of Absence.....	15
1.	Advanced Study .....	15
2.	Exchange Teaching .....	15
3.	Military Leave .....	15
4.	Professional Organizations .....	16
5.	Political Office .....	16
6.	Maternity Leave .....	16
7.	Credit Towards Sabbatical Leave .....	16
8.	Maintenance of Health and Pension Benefits .....	16
D.	Compensation for Accumulated Vacation Time .....	16
	Article VI - Grievance Procedure .....	16 - 17 - 18
	Article VII - Professional Behavior .....	18
A.	Compliance with Rules .....	18
B.	Procedure for Violations .....	18
C.	Cancellation of Classes .....	19
	Article VIII - Changes in Policy, Pay and Positions .....	19
A.	Changes in Policy .....	19
B.	Changes in Pay and Positions .....	19
	Article IX - Salary, Work Load, Class Size and Fringe Benefits .....	19
A.	Paydays .....	19
B.	Compensation for 1970-1971 .....	19
C.	Guarantee of Minimum Salary .....	20
D.	Minimum Salaries .....	20
E.	Salary for Adjunct Services (Overload) .....	20
F.	Student Roster Load .....	20
G.	Athletic Coaching Fees .....	20
H.	Laboratory Section .....	20
I.	Work Load of Teachers .....	21
1.	Definition of Contact Hours .....	21
2.	School Day and Work Week .....	21
3.	Class Preparation Limit .....	21
4.	Five Hours of Counseling .....	21
5.	Academic Attire Furnished by the College .....	21
6.	Orientation and Work Shops .....	21
7.	General Faculty Meetings .....	21
8.	Departmental Meeting .....	21
9.	Academic Advisement .....	21
10.	Faculty Attendance During Exam Periods .....	21
11.	Limitation on Duties of Teachers .....	21
J.	Counselor, Librarians and Other Non-Teaching Faculty Members - Work Load .....	22
1.	Work Week .....	22
2.	Work Day .....	22
3.	Overtime Pay .....	22
4.	Work Year .....	22
5.	Counselor Student Load .....	22
6.	Limitation on Duties .....	22
K.	Reimbursement for Professional Dues .....	22
L.	Free Physical Exam .....	22

## Article IX - Salary, Work Load, Class Size and Fringe Benefits (Continued)

M. Military Service Pay .....	22
N. Family Health Care Benefits .....	22 - 23
Article X - Miscellaneous .....	23
A. Limitation on Adjunct Personnel .....	23
B. Academic Calendar - 1970-1971 .....	23
C. Agreement on 1971-1972 Calendar .....	23
D. Application and Distribution of Labor Contract .....	23
E. Initiation of Interim Negotiations .....	23
Article XI - Duration of the Agreement .....	24

## AGREEMENT - Preamble

This agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to provisions of N.J.S.A.18A:64A-11 et. seq., hereinafter called the "Board" and the Faculty Organization of Middlesex County College Local 1940, AFT (AFL-CIO) hereinafter called the "Union", Witnesseth:

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

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

### ARTICLE I Recognition

- A. The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to salary, fringe benefits, grievance procedure and those conditions of employment covered by this agreement for all full-time faculty members employed by the Middlesex County College Board of Trustees, but excluding Department Chairmen, the Director of Admissions, the Director of Student Activities, the Registrar, Assistants to the Dean of Administration, managerial executives, supervisors, as defined in the Act, office clerical employees, craft employees, and policemen.
- B. The Board and the Union agree to begin negotiations for a contract covering the period July 1, 1971 to June 30, 1972 on or about November 1, 1970.

### ARTICLE II Rights of the Union

- A. The Union may use College building facilities for meetings provided that such use shall not interfere with or interrupt normal College operation, and subject to agreement by the Administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on College property, provided that this shall not interfere with or interrupt normal College operations, and subject to agreement by the Administration as to the frequency and reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.
- C. The Union may post notices and other materials relating to Union activities on College bulletin boards, subject to the following regulations: all material posted must include a removal date, the name of the responsible party, and must be no larger than 14" X 22". The Union may make reasonable use of the College mailing services, exclusive of the College postage meter, and the Faculty mailboxes.

## ARTICLE II Rights of the Union (Continued)

- D. The Board agrees to furnish to the Union as soon as possible upon request to the President, the following documents:

Annual Financial Reports

Annual Audits

Adopted Budgets - as of the date of formal adoption by the Board of Trustees and prior to transmission to the Board of School Estimate, and as approved by the Board of School Estimate.

Payrolls of faculty covered by this agreement.

Minutes of meetings of the Board.

Last known address, per College records, of the faculty covered by this agreement.

Roster of members including names, addresses, and telephone numbers.

- E. The Board further agrees to provide to the Union such information, through the President, as may be reasonably required and requested by the Union to process any grievance under this agreement or to negotiate subsequent agreements.
- F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it, or to provide such information in any form other than that in which it would be normally provided to or by the Board or College administration, nor prior to the time it would normally be provided.
- G. The assigned faculty office of the Union Chairman shall be deemed to be the official office of the Union. Board agrees to assign no other faculty members to said office. Union may install necessary equipment, owned by it, in said office.
- H. It is hereby mutually agreed that the areas of faculty salaries, terms and conditions of employment and grievance procedures are outside the province of the faculty senate.
- I. Upon request of the Union, the Board shall consult with the Union on matters of mutual concern.
- J. The Union Chairman shall be entitled to speak at any public Board meeting immediately following the completion of committee and other official reports.
- K. The Union Chairman or his designated representative shall have a maximum load of nine contact hours for each semester, and shall suffer no loss in pay and no loss of full-time status.

ARTICLE II Rights of the Union (Continued)

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

ARTICLE III Rights of the Faculty

- A. It is hereby mutually agreed that each member of the bargaining unit shall be evaluated at least twice annually; and that a copy of a written report of each such evaluation shall be furnished to him promptly. All faculty evaluations performed by supervisory personnel will be discussed with the faculty member and signed by him acknowledging discussion prior to being placed in his file. Any such material may be answered by the faculty member and such answer shall be attached to the evaluation in the file. No files shall be kept to which the member may not have access if the material therein refers to him and he may obtain copies of all such material. Exceptions to the above shall be:
- a. Any material predating his date of employment with the College.
  - b. Any material originating with the member himself.
  - c. Any material a copy of which has previously been made available.
- B. Preference for adjunct positions:
1. Members of the bargaining unit shall have preference for teaching at night and during summer sessions to the extent of two courses per semester.
  2. The Board undertakes irrespective of otherwise established rates that members of the bargaining unit shall not receive less than \$255 per contact hour. If the standard rate paid to outside teachers for adjunct service exceeds \$255., bargaining unit members shall be paid said higher rate.
  3. This provision in no way grants recognition to the Union as collective bargaining representative of the adjunct faculty.
- C. Members shall not be required to work in unsafe or hazardous conditions nor to perform tasks which endanger their health or safety.
- D. Assignments:
1. A faculty member will not be assigned in an area in which he lacks preparation, except in cases where the faculty member, the administration and the Union agree this could be to the mutual advantage of the faculty member and the College.



## ARTICLE III Rights of the Faculty

### D. Assignments: (Continued)

2. Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges he would have had if he had continued in the faculty status without interruption.

### E. Voice or Image Reproduction:

Under no circumstances will audio or video tapes be used to replace the services of any teacher; such tapes shall only be used to support or enhance his effectiveness and/or ability to teach. No audio or video tape portraying or recording the image or voice of a member of the bargaining unit shall be offered for sale. Upon termination of employment of any member of the bargaining unit, any record of his image or voice shall cease to be used and all copies thereof shall be erased at the end of the academic year in which he terminates.

### F. Academic Freedom:

Members of the bargaining unit shall be guaranteed academic freedom.

### G. Members Schedule of Classes:

1. Teaching faculty schedules of classes, to the maximum extent possible, shall be so arranged that faculty members fulfill their work-load commitment in four days except when member requests five-day program or when class meets five days of the week. Preference shall be given on the basis of seniority within subject matter areas if it is not possible to give such programs to all members.
2. Programs shall be issued to 95% of the teaching faculty at least three weeks before the beginning of the semester, subject to change for unforeseeable reasons. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Department Chairmen.
3. Teaching faculty shall not be required to be present at the College on days when they do not have teaching assignments except as otherwise required by this agreement.
4. Faculty members shall not be required to be in attendance during Christmas and Spring recess, or on Public Holidays or during intersession or at other times when classes are not in session except when required to do so by the calendar.
5. Chairman of the Union shall be permitted to check all faculty schedules in the office of the Dean of Faculty within three days of the date they are issued to the faculty.
6. In cases where any course had not been taught within three years by the instructor, the instructor shall receive not less than sixty (60) days notice of the assignment.

## Article III Rights of the Faculty (Continued)

### H. Vacancies:

1. Notice of any professional position vacancy, covered by this agreement, administrative or faculty, shall be circulated to the members of the faculty at least ten (10) days prior to its publication elsewhere. This provision shall not apply in the case of a vacancy created by the resignation of a bargaining unit member with less than thirty (30) days notice.
2. All bargaining unit members who are applicants for such opening shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.
3. If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to rank and/or pay of the newly hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.

### I. Outside Activities:

Any lawful activity by any member of the bargaining unit, shall not affect in any way his employment with the Institution nor shall he be subject to reprimand therefor.

### J. Admission to Courses:

1. Faculty members are to be granted tuition free entrance for credit to any classes they desire so long as there is not conflict with their own assignment.
2. Faculty dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition free entrance for credit to any classes for which they meet entrance requirements.

K. A member shall at all times be entitled to have present a representative of the Union when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Union is present. Such Union representative shall be provided within seventy-two (72) hours of demand. Union representative may participate in any aspect of such a meeting.

L. If a member of the bargaining unit wishes to initiate a discussion with any supervisor relative to rights under the contract, he shall be entitled to have present and be represented by a representative of the Union.

## Article III Rights of the Faculty (Continued)

- M. Bargaining unit members may request a change in the time and location of a class. Such request shall be directed to the Department Chairman who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available at the proposed new time and with the students as to whether they all concur or not.
- N. When the majority of those teaching a particular subject determine that it would be better taught in two seventy-five (75) minute periods than in three fifty (50) minute periods, and if the Department and Division Chairmen and Dean of Faculty concur, subject shall be scheduled accordingly.
- O. Any member of the bargaining unit may be employed by others, or himself conduct a business or profession off campus, and this is not within the concern of the Board or its agents; but each faculty member shall limit all outside activities to the extent necessary to prevent impairment of his educational effectiveness at Middlesex County College.
- P. The Board shall provide adequate office space and equipment for each instructor. Adequate equipment shall include one desk, one file cabinet, one bookcase, one desk chair, and one visitor's chair, equivalent to the equipment provided for faculty in 1969-70. Adequate space shall be defined as the space required to house and to use the furniture enumerated herein. In addition to the above, each faculty office shall be equipped with an intercom telephone, which telephone shall be bridged to a switchboard extension.
- Q. The Board shall provide two-way telephones in the classroom areas and the Board and the Union shall agree, in writing, on the location of these telephones.
- R. The Board shall provide classroom space and supplies for each instructor at the inception of the semester or as appropriate, including:
  - 1. Copies, exclusively for the instructor's general use, of all texts used in each course he is to teach, if not available gratis from the publisher.
  - 2. Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.
  - 3. Gym uniforms for physical education instructors, smocks for art instructors, nursing uniforms for teachers of nursing, laboratory coats for lab instructors, appropriate protective apparel for technical education instructors, and any other material required for instruction.
- S. The Board shall provide clerical assistance adequate to meet the needs of the faculty.

### Article III Rights of the Faculty (Continued)

#### T. Textbooks and Other Teaching Materials:

Subject to the approval of Department Chairmen, all texts and other teaching materials shall be selected by the faculty members. Where multiple sections occur, faculty members involved shall, by majority vote, select the texts to be used. Selection shall be submitted on or before the date selected by the Dean of Faculty.

#### U. Travel:

Whenever personal transportation by automobile is required as a part of the regular duties of a faculty member, a College vehicle shall be used. If a College vehicle is unavailable, the faculty member may, at his option, use his personal vehicle in which event the Board will pay twelve cents (12¢) per mile from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A.18A:16-6, et.seq.; or use public transportation at Board expense, excluding taxis except under extenuating circumstances. Faculty members who do not hold valid driver's licenses shall not drive College vehicles and shall use public transportation at Board expense.

#### V. The Board shall make available in each new building used for offices or instruction adequate restroom and lavatory facilities exclusively for faculty use plus one room which shall be reserved as a lounge for the faculty exclusively. Board shall not reduce the number of lounges existing as of December 11, 1969 in any building.

#### W. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and students shall be forbidden to park in them. The number of faculty spaces shall be at least equal to the number of faculty members. Faculty shall at all times adhere to current parking and traffic regulations of the College.

#### X. Official Announcements:

The Administrative Officers of the College shall promptly make available to the faculty in the library any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty.

#### Y. When need arises for reason of personal leave or leave to attend conventions, workshops, etc., teaching members may arrange with their qualified colleagues to cover their classes, or for the exchange of class assignments, subject to approval of the Department Chairmen.

#### Z. Whenever a student brings a grievance against a faculty member to the attention of a College administrator, the administrator shall make every effort to have the following procedure followed:

1. The student shall be referred to the instructor involved for resolution of the grievance; or, if he does not wish to consult with the instructor on the grievance, he shall be referred to his faculty advisor.

## Article III Rights of the Faculty

### 2. (Continued)

2. If the grievance cannot be resolved by consultation between the student and faculty member, the assigned faculty advisor shall mediate between them.
3. If such mediation does not result in a resolution of the grievance, the student, instructor, and advisor, or any two of them, shall present the grievance to the Chairman of the instructor's department.
4. If the grievance cannot be resolved by the Department Chairman, it shall progress to the Division Chairman, and from him to the Dean of Faculty, and to the President.

## ARTICLE IV Conditions of Employment

### A. Requirements for Academic Rank:

#### 1. Teaching faculty:

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

OR

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

- c. Associate Professor: Masters Degree; plus forty-five (45) additional graduate credits, plus seven (7) years collegiate teaching\* or fourteen (14) years secondary school teaching, or fourteen (14) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

Doctorate: plus four (4) years collegiate teaching experience\* or eight (8) years secondary school experience, or eight (8) years business

## ARTICLE IV Conditions of Employment

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

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

\* 2 years of high school teaching or 2 years of relevant business or industrial experience may be considered equivalent to one year of college teaching.

## 2. Student Personnel Division:

- a. Instructor: Masters Degree
- OR
- Baccalaureate Degree; plus five (5) years of appropriate experience.
- b. Assistant Professor: Masters Degree; plus five (5) years of appropriate experience.
- OR
- Baccalaureate Degree; plus ten (10) years of appropriate experience.
- OR
- Doctorate.
- c. Associate Professor: Doctorate; plus five (5) years of appropriate experience.
- OR
- Masters Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.

## ARTICLE IV Conditions of Employment

2. Student Personnel Division: (Continued)
  - d. Professor: Doctorate; plus ten (10) years of appropriate experience.
3. Librarians:
  - a. Instructor: Masters Degree or thirty (30) graduate credits in Library Science.
  - b. Assistant Professor: Masters Degree or thirty (30) graduate credits in Library Science; plus five (5) years of appropriate experience.
  - c. Associate Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.
  - d. Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.
4. Nothing in the above requirements for rank shall be applied to effect a reduction from present rank of any faculty member.
5. Wherever "secondary school teaching" is used, it shall be interpreted to include any teaching above eighth grade and below the level of college teaching.
6. Whenever "collegiate teaching" is used, it shall be interpreted to mean teaching in an accredited institution of higher learning including four-year college teaching, two-year college teaching, university college teaching, Basic Diploma Schools of Nursing teaching or as graduate teaching assistants who carried full teaching responsibilities.
7. To satisfy graduate credit requirements, one year of "business or industrial experience" may be substituted therefor, with each year of such experience the equivalent of four and one-half ( $4\frac{1}{2}$ ) graduate credits, provided the same years of experience may not be used to satisfy the educational requirement and the experience requirements.
8. Adjunct teaching at this or other colleges shall be equated to full time teaching for meeting any requirements of rank on the basis of twenty-four (24) contact hours being equal to one year of full time teaching - provided that during the period for which adjunct credit is claimed, full-time college teaching credit is not claimed.

ARTICLE IV Conditions of Employment (Continued)

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

B. Nomination for Promotion:

1. In September of each year each department, by secret ballot, shall elect three members of the department with at least two years of service at Middlesex County College to serve as an evaluation committee.
2. Said evaluation committee shall review the qualifications of all department members during the month of November to determine which members have met the academic and experience requirements for the next rank, or will have met them by September 1 of the following year, and unless there are valid professional reasons for withholding such action, shall recommend to the President promotion of all qualified faculty members to the appropriate rank. Bargaining unit members who meet the requirements but are not recommended for promotion shall be advised in writing of the reasons for the negative action.
3. The President, after giving due consideration to the recommendations of the evaluation committee and the requirements for rank and promotion as provided herein, shall make at least fifty percent (50%) of his recommendations in each department to the Board of Trustees from among the recommendations of the evaluation committee.
4. The President shall not fail to recommend for promotion any member recommended by the evaluation committee if, within that department, he has recommended a member with lesser educational and relevant experience qualifications for promotion to the same rank.
5. Decisions rendered in accordance with the provisions of this article shall be subject to review through the grievance procedure herein.
6. All persons recommended for promotion by their respective Department Chairmen, Division Directors, and Dean to the President at the end of the 1969-70 academic year, will be recommended to the Board for promotion retroactive to September 1, 1970.

C. Employment Contracts:

The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the academic year 1971-1972 not more than thirty (30) days after the official execution of a labor contract between the parties covering said year. The individual



## ARTICLE IV Conditions of Employment

### C. Employment Contracts (Continued)

contract shall be in the form appended hereto and marked Appendix A. Those members to be employed for the academic year 1971-72 must report to the office of the Dean of Faculty not later than June 10, 1971 or thirty (30) days after receipt, whichever is later to execute their individual employment contracts, and to receive a signed copy in exchange. Failure to do so will constitute declination of the appointment.

### D. Tenure:

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

### E. Probation:

1. All members of the bargaining unit will serve a probationary period not to exceed three years. During the probationary period, the instructor will receive annual contracts.
2. Members of the bargaining unit on probationary status whose contracts are not to be renewed will be notified in writing by the appropriate supervisor not later than January 31, 1971.
3. If the faculty member chooses to appeal the decision of non-renewal, the following procedure shall be initiated by his written request not later than February 15, 1971.

### F. Process by Which Determination for Non-Renewal of a Probationary Contract Shall be Made - Hearing:

1. Department Chairman will, on the basis of his evaluation of the teacher, determine that he does not wish to recommend the teacher for further employment. After a personal interview with the teacher, in which his evaluations will be reviewed, the Chairman shall inform his Division Chairman of the decision.
2. Division Chairmen will review the decision with the Department Chairmen and will also interview the individual involved to hear his side of the story. If the decision of the Department Chairman has primarily to do with classroom performance of the teacher, the Division Chairman will make his own independent evaluation of said performance (in the event that the Division and Department Chairman are the same person, everything contained in this paragraph shall apply to the Dean of Faculty or his designee).
3. The Dean of Faculty will review with all Division Chairmen all decisions for non-reemployment within their respective jurisdictions. The Dean of Faculty will interview each individual involved, to hear his side of the story.

## ARTICLE IV Conditions of Employment

### F. (Continued)

4. The Dean of Faculty will review with the President all cases in which individual teachers are not to be recommended for reemployment. The President, after interviewing each individual involved, will determine whether or not said individuals are to be recommended to the Board for reemployment.
5. If, after the process detailed in Steps 1 through 4 above has been completed, the President decides not to recommend any teacher for reappointment, he shall so inform the teacher in writing, stating the reason or reasons for the failure to recommend.
6. In the event that an individual whose probationary contract is not to be renewed believes that the decision not to renew is arbitrary, capricious, or discriminatory, or motivated by personal animosity, he may request and shall be granted a hearing before the Employee Relations Committee of the Board of Trustees.
7. Following any hearing under the provisions of Item 6 above, the Employee Relations Committee of the Board will present its findings to the President for his consideration in determining whether or not his decision not to recommend the individual should be reversed.

## ARTICLE V Faculty Benefits

### A. Paid Leaves of Absences:

#### 1. Sick Leave:

Sick leave shall be granted to faculty pursuant to the provisions of N.J.S.A.18A:30-1 et. seq. Additional sick leave shall be granted by the Board upon the establishment of the following facts:

- a.1. That the individual is physically unable to return to duty after exhaustion of accumulated sick leave, as established by a physician's certificate.
- a.2. That there is no record of abuse of sick leave privileges in the past by the individual involved.

#### 2. Bereavement:

Leave not to exceed three days will be allowed for each death in the immediate family of the faculty member. The immediate family shall be defined as spouse or children, parents or parents-in-law, siblings or siblings-in-law, or other members of the faculty member's household. Two additional days shall be allowed in the event of the death of a spouse or child.

## ARTICLE V Faculty Benefits

### A. Paid Leaves of Absences (Continued)

#### 3. Family Illness:

In the case of critical illness of a member of the faculty member's household, leave of not more than five (5) days per academic year, non-accumulative, shall be granted.

#### 4. Jury Duty:

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

#### 5. Court Appearance:

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

#### 6. Sabbatical Leaves:

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

- a. The faculty member must have completed seven (7) years continuous service at the College, since beginning service or since his last sabbatical leave.
- b. The leave must be applied for at least one year in advance with the specific study or research purpose clearly stated in the application.
- c. Applications shall be submitted to a committee consisting of three persons appointed by the Union and three persons appointed by the President.
- d. After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie.
- e. Not more than 10% of the eligible faculty may be on sabbatical leave at any one time.
- f. Sabbatical leave may be one semester or two semesters in duration. Full salary will be paid for a one-semester leave, and half-salary for a two-semester leave.

#### 7. Personal Leave:

Reasonable leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business or family disadvantage if not covered at the appropriate time. Such leave shall

## ARTICLE V Faculty Benefits

## 7. Personal Leave (Continued)

be arranged in advance and provision made for handling responsibilities in the faculty member's absence. This leave will be at regular pay and shall not exceed two days per year.

## B. Documentation:

1. The President or his designee will inform every member of the collective bargaining unit on or before September 15 of each year as to the number of sick days accumulated to his credit as of June 30 next preceding.
2. Members of the bargaining unit absent because of illness or physical disability will cause the fact to be reported to the respective Department Chairman's office in advance of the next assigned class meeting or other obligation unless physically unable to do so, in which case, they shall do so at the earliest time possible. The Board may require proof by certificate of a physician of inability to timely report.

## C. Unpaid Leaves of Absence:

1. A leave of absence of up to two years shall be granted to any tenured faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two-year limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his field of teaching, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
2. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities, provided said faculty member states his intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
3. A military leave of absence shall be granted to any faculty member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of applicable law for the retention of re-employment rights, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.

## ARTICLE V Faculty Benefits

### C. Unpaid Leaves of Absence (Continued)

4. A leave of absence of up to two years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leaves, such faculty members shall be placed at the same position on the salary schedule that they would have attained had they taught in the College during such period.
  5. A faculty member who is elected or appointed to a political office which requires his absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he be re-elected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his leave of absence shall be terminated. Upon his return at the end of two years, he shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.
  6. Maternity leave for a maximum period of one year shall be granted subject to some adjustment by the administration to avoid schedule conflict. Upon request, the Board may extend such leave beyond the one-year limit if it so desired.
  7. A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.
  8. The benefits described in Section "C", Article V hereof shall be available to tenured faculty members. At Board discretion, probationary faculty members will be granted benefits described in Section "C", Article V hereof. Military leave will be available to all faculty members. The Board will maintain payments for health and pension benefits of employees who are not otherwise covered for health and pension benefits while they are on leave under Section "C", Article V hereof.
- D. If at the time of termination of employment a member of the bargaining unit has accumulated vacation time, he shall be compensated for it in cash up to twenty-one (21) days.

## ARTICLE VI Grievance Procedure

- A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit or the Union itself, hereinafter referred to as a "GRIEVANT", based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this agreement or of any existing rule, order, or regulation of the Board of Trustees.

## ARTICLE VI Grievance Procedure (Continued)

- B. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his Department or Division Head or the appropriate administrator either pro se or through representation by the Union.
- C. If, as the result of the informal discussion with the Division or Department Head or administrator, a grievance still exists, the Grievant may within two weeks invoke the formal grievance procedure in writing signed by the Grievant and the Union. Two copies of the grievance shall be filed with the President of the College or a representative designated by him.
- D. Within seven (7) calendar days from the date of filing, the President or his designee shall meet with the Grievant and the Union in an effort to resolve the grievance. A tape recording shall be made of the meeting. The President or his designee shall indicate his disposition of the grievance in writing within seven (7) calendar days of said meeting to the Grievant and to the Union.
- E. If either the Union or the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in Paragraph D, the grievance shall be transmitted within two weeks to the Board of Trustees by filing a written copy thereof with the Chairman of the Employee Relations Committee of the Board. The Board shall review the record of the President's meeting and shall dispose of the grievance within ten (10) days in writing to the Union, and shall state its reason in the event the grievance is denied.
- F. If either the Union or the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph E, and it shall involve "An event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board of Trustees," it may within fifteen (15) days after receipt of notification of the decision of the Board of Trustees be appealed to arbitration. Such appeal shall be in writing and shall be mailed to the American Arbitration Association, or to the Public Employment Relations Commission, and the Board of Trustees within said fifteen (15) day period, and if not so mailed, the grievance shall be abandoned and terminated. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association or the Public Employment Relations Commission.

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

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding the disposition of the "Event which affects a condition or employment, discipline or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board of Trustees" and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties. The arbitrator's fee and expenses shall be shared equally by the Board and the Union.

## ARTICLE VI Grievance Procedure (Continued)

## F. (Continued)

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

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

## ARTICLE VII Professional Behavior

- A. Faculty members are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.
- B. If, in the opinion of a duly appointed administrator, a member of the bargaining unit has violated any provision of this agreement or any rule, regulation, or direction, promulgated pursuant to Paragraph A above, the administrator shall first attempt to resolve the matter informally. If the matter cannot be so resolved, the administrator shall inform the unit member involved and the Union in writing of the alleged violation and shall establish a date and time for a hearing at which the unit member shall be required to show cause why he should not be reprimanded for said violation. The date of the written notice shall in no event be later than fifteen school days after the date of the alleged violation. The notice shall be specific as to the date, time, and nature of the alleged violation. Following the hearing, the administrator shall within 30 days reprimand the unit member or the matter shall be deemed to be terminated.

## ARTICLE VII Professional Behavior (Continued)

- C. Prior to cancellation of any classes, faculty member shall obtain approval of Department or Division Chairman. Should the faculty member be unable to contact either chairman to obtain such approval, he shall notify the Department or Division Chairman as soon as possible after the cancellation.

## ARTICLE VIII Changes in Policy and Pay Positions

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

## ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits

- A. Paydays:

The Board shall prepare monthly payrolls throughout the fiscal year. Members of the bargaining unit shall be paid one-half of the net amount due them for each month on the fifteenth and thirtieth of the month, or on the last school day prior to the fifteenth and thirtieth if the fifteenth or thirtieth should fall on a weekend or holiday. Board agrees to arrange, with a bank to be chosen by the member, for a 24-payment plan for any individual bargaining unit member on a ten-month contract who elects such plan. The plan shall provide that interest on deferred payment shall be paid to the member.

- B. Compensation:

1. Salary disparities alleged by the Union to have arisen out of the 1969-1970 contract Article XI, Paragraph B.a.2., shall be alleviated by the payment of not more than \$200. each to not more than twenty-six (26) people. Should the number of people exceed twenty-six (26), in no event may the amount paid out exceed \$5,200.
2. The contract salary of every member of the Bargaining Unit reemployed for 1970-1971 shall be 113.33% of his 1969-1970 contract salary. This limitation shall not apply to persons promoted from one rank to another in either June or September 1970. Adjustments made per Paragraph 1 hereof shall be included in base for purpose of this computation.
3. For those members of the Bargaining Unit promoted for the 1970-71 year, their 1970-71 salary shall be computed by substituting 118.33% for 113.33% as provided in Paragraph 2 above, but in no case shall be less than the minimum for the rank into which promoted.



## ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

- C. It is mutually agreed that no member of the bargaining unit shall be paid for the 1970-71 year a salary which is less than the minimum salary for the rank assigned to him.
- D. For purposes of implementing this agreement, the following shall be minimum salaries:

Assistant Instructor	\$ 7,600.
Instructor	\$ 8,500.
Assistant Professor	\$10,200.
Associate Professor	\$12,200.
Professor	\$14,500.

Minimums for twelve-month employees shall be 115% of the figures shown above.

## E. Overload:

No faculty member shall be required to work beyond the basic load set forth. Faculty may, however, voluntarily handle an overload during the regular College day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 6-2/3% of his regular salary for each contact hour of overload.

## F Student Roster Load

Members of the bargaining unit shall teach not more than 150 students per semester and not more than seventeen contact hours per week per semester nor more than thirty contact hours per academic year, with the following exceptions:

1. Teachers of more than one section of English composition in any semester shall be limited in that semester to 100 students spread over not more than twelve contact hours; and in the other semester of the same academic year to not more than fifteen contact hours.
2. Teachers whose load consists of nine or more contact hours of physical education activity courses in any one semester shall be limited in that semester to 200 students spread over not more than sixteen contact hours.
3. Teachers having three or more sections of typing lab in any one semester shall be limited in that semester to 150 students spread over not more than sixteen contact hours.
4. "Student" shall be defined as a name on a class roster; so that should one individual be listed on two class rosters assigned to the same teacher, he shall be counted as two students for purposes of computing said teacher's load limit in this section.

## G. Athletic Coaching Fees:

Board agrees to pay coaches during the 1970-71 academic year 110% of fees paid during 1969-70 academic year.

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

## ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

## I. Work Load:

1. Contact hours shall include any regularly scheduled instructional activity.
2. The assignment of any member shall span no more than seven hours from the beginning of the first class to the end of the last class in the same day. No duties of any teacher shall require his attendance on any day before 8:00 a.m. nor after 5:00 p.m. nor of any Saturday or Sunday, except when the teacher and the Board mutually agree.
3. Class preparation shall be normally limited to two per semester, with three preparations per semester and five per year as maximums.
4. Faculty members shall be obligated to devote five hours per week to counseling students; said hours to be arranged by specific appointment with students. Faculty members are not obligated to make appointments with students on days on which the faculty members have no classes.
5. Members of the bargaining unit attending those functions for which academic attire is required shall have said attire furnished by the College.
6. Teachers shall attend faculty orientations and faculty workshops as provided on the academic calendar negotiated between the Union and the Board.
7. Attendance at General Faculty Meetings called by the President:  
  
The President may call any number of General Faculty Meetings at his discretion. Attendance by faculty at three such meetings per academic year shall be made mandatory, and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require the attendance of all faculty members at a meeting called for the purpose of dealing with an emergency. Emergency meetings shall not be called until mandatory meetings have been exhausted. The notice of such meetings shall indicate that an emergency exists.
8. Teachers may be required to attend not more than one Departmental Meeting per month provided that such meetings are called only on Mondays through Fridays. Members shall be excused at 5:00 p.m. upon presentation of a legitimate reason.
9. Teaching members shall act as academic advisors to students provided that no member shall be assigned more than twenty-five students.
10. Teachers shall not be required to be present during Exam periods unless they are assigned as proctors or stand-by proctors.
11. Teachers shall not be required to perform any duties other than those provided herein.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

J. Counselors, Librarians and Other Non-Teaching Faculty Members Work Load:

1. Shall work no more than thirty-five hours per week over the five consecutive day period, Monday through Friday, on regular assignments. Work hours during July and August may be from 8:00 a.m. to 4:00 p.m., or 9:00 a.m. to 5:00 p.m. at the option of the employee.
2. Shall work no more than eight consecutive hours, including a one hour lunch period in any one day nor shall be required to work a split shift.
3. Work performed on Sundays and School Holidays as set out in the school calendar shall be compensated at double time and hours in excess of thirty-five hours in a given week or seven hours in a given day shall be compensated at the rate of one and one-half times the individual's computed hourly rate.
4. Non-teaching members of the bargaining unit shall not be required to work more than 225 days annually on a twelve-month schedule with provision for a one-month vacation.
5. Counselors shall be responsible for no more than 300 students per counselor.
6. Non-teaching members of the bargaining unit shall not be required to perform any duties other than those provided for them herein.

K. Bargaining unit members shall be entitled to reimbursement not to exceed \$20. in May 1971 for dues paid to professional organizations relative to their respective fields of teaching.

L. Bargaining unit members shall be entitled to a physical examination by the College Physician once during the contract year at Board expense. The report on said physical shall be given in confidence to the employee, and shall not be made available to the Board or its agents.

M. Military Service Pay:

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

N. The Board shall provide, without cost to members of the bargaining unit, full family health care benefits to the extent and under the same terms and conditions as provided in the 1969-70 contract year, with the following additions:

1. The maximum scheduled benefits for surgery shall be increased by one-third.
2. The maximum benefits for maternity shall be increased by two-thirds.
3. The maximum amount payable for doctor's visits in the hospital shall be \$8.00.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits

N. Continued

4. X-Ray and laboratory tests shall be unscheduled rather than scheduled.
5. The limit on major medical coverage shall be increased from \$10,000. to \$15,000.

ARTICLE X Miscellaneous

- A. Adjunct personnel shall not be employed where there are sufficient course demands to justify the employment of a full-time instructor.
- B. The Academic Calendar shall be as negotiated between the Union and the Board and appended hereto as Appendix B.
- C. The Board shall negotiate and agree upon the 1971-1972 Calendar with the Union before it is adopted.
- D. Application and Distribution of Labor Contract:
  1. This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-laws provision of the Union heretofore in effect.
  2. Copies of this agreement shall be presented to all instructors now employed or hereafter employed by the Board. The Faculty Manual shall be available on the first day of classes of each year.
  3. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full effect.
- E. Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this agreement shall not be subject to further negotiations during the term of this agreement. The Union and Board Bargaining representatives shall meet unless otherwise mutually agreed within four days of the receipt of the communication and shall continue to meet until the matter to be negotiated has been resolved by agreement.

ARTICLE XI Duration of the Agreement

This agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971.

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

IN WITNESS HEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this \_\_\_\_\_ day of \_\_\_\_\_,

THE BOARD OF TRUSTEES OF  
MIDDLESEX COUNTY COLLEGE

THE FACULTY ORGANIZATION OF  
MIDDLESEX COUNTY COLLEGE  
LOCAL 1940 AFT (AFL-CIO)

CHAIRMAN: \_\_\_\_\_

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

\_\_\_\_\_  
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APPENDIX A

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1970 by and between the Board of Trustees of Middlesex County College, a corporation organized pursuant to R.S. 18A:64A-1 et. seq., hereinafter referred to as "Board of Trustees"; and \_\_\_\_\_ hereinafter referred to as "Faculty Member";

WITNESSETH:

1. The Board of Trustees does hereby agree to employ and does hereby engage in employ the Faculty Member as a \_\_\_\_\_<sup>1</sup> in the \_\_\_\_\_<sup>2</sup> Department, (under tenure)<sup>3</sup> at the Middlesex County College for the academic<sup>4</sup> year 1970-71, at the salary of \$ \_\_\_\_\_<sup>5</sup> with the rank of \_\_\_\_\_<sup>6</sup>.

2. Both parties acknowledge and agree that the agreement between the Board of Trustees of Middlesex County College and the Faculty Organization of Middlesex County College, Local 1940 AFT (AFL-CIO), for the school year 1970-71 is expressly made a part of this employment contract, and the parties hereto agree to be bound by all of the terms and conditions of said contract for the period said agreement is in effect, provided that neither party waives hereby any rights under the laws of the state of New Jersey in effect at the time of claiming hereunder.

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

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

ATTEST:

THE BOARD OF TRUSTEES of the  
MIDDLESEX COUNTY COLLEGE

By: \_\_\_\_\_  
Frank Chambers, President of  
Middlesex County College

WITNESS:

FACULTY MEMBER:

APPENDIX A (Cont'd.)

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

This is subject to approval by counsel for both parties.

AGREED

APPENDIX B

COLLEGE CALENDAR

1970-1971

September 15	Orientation - New Faculty.
September 16	Orientation - All faculty.
September 17	Orientation - All faculty - Freshmen advisors meet with advisees.
September 18	Orientation - All faculty - Senior advisors meet with advisees.
September 21	Classes begin.
October 12	Holiday - Columbus Day
November 3	Holiday - Election Day
November 11	Holiday - Veterans' Day
November 26	Holiday - Thanksgiving Day
November 27	Holiday - Day after Thanksgiving
December 18	Christmas Recess begins 5:00 p.m.
January 4	Classes Resume 8:00 a.m.
January 22	Last day of classes - First Semester.
January 23	First day of Examinations.
January 30	Last day of Examinations.
February 1	Final Grades Due - Curriculum development day.
February 2	Curriculum development.
February 3	Departmental meeting on student evaluations and curriculum development.
February 4	Curriculum development.
February 5	Curriculum development.
February 8	Second Semester classes begin.
February 12	Holiday - Lincoln's Birthday.
February 22	Holiday - Washington's Birthday.
April 8	Spring Recess begins 5:00 p.m.
April 19	Classes resume at 8:00 a.m.
May 31	Holiday - Memorial Day
June 3	Last day of classes at 5:00 p.m.
June 4	Pre-examination study day.
June 5	First day of Examinations.
June 12	Last of Examinations.
June 14	Final grades due.
June 16	Departmental meetings on student evaluation and graduation practice.
June 17	Graduation - Last day of Faculty obligations.
June 19	Graduation - Rain date.