

A G R E E M E N T

between

THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE

and

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

September 1, 1994 - August 31, 1997

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September 1, 1994 - August 31, 1997

SIGNED BY: DR. THOMAS H. BROWN

9/26/94

For the Board of Trustees of
Union County College

Date

SIGNED BY: DR. HAROLD DAMEROW

9/26/94

For the Union County College
Chapter of A.A.U.P.

Date

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, Academic Deans 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 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, or are assigned to teach fifteen (15) credit hours or their equivalent credit hours each semester.
- 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 (50) minutes of classroom instruction, fifty (50) - sixty (60) minutes of laboratory or teaching clinic instruction, fifty (50) minutes of TAC (Theme Analysis Conference), 100 minutes of art, television, drama studio instruction and practice laboratories in sign language, and 150 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-two (32) week period of instructional activity, including up to two (2) weeks of examinations during each semester between September 1 and June 30, except that for the Institute for Intensive English Language Learning the academic year means four (4) eight-week modules between September 1 and June 30 and except that faculty teaching in the Licensed Practical Nursing Program and faculty teaching in the Respiratory Therapist Program may be required to teach during the summer months. For such teaching the faculty in the Licensed Practical Nursing and Respiratory Therapy Programs 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 the appointment of a faculty member for one semester or one academic year with the expectation that this faculty member may not be reappointed.

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.

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 1 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 thirty (30) 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, rights, 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, is willing to teach that course, and is committed to fewer than three (3) credit or equivalent contact hours of overload.
 - b. A member of the instructional staff who teaches twelve (12) 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 twelve (12) 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 twelve (12) 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 or 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. 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 Professional staff. 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 teaching competence.
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. There, part-time members of the instructional staff may be appointed for a term of one (1) semester and may be reappointed on a semester-to-semester basis.
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 as needed.

ARTICLE XI

XI. FACULTY APPOINTMENTS

A. PROCEDURE FOR APPOINTMENT TO EXISTING DEPARTMENTS

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. 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. of this Article.
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. Faculty members appointed during the academic year (after September 1) shall be credited with a full year of service for that academic year and evaluated as second year faculty in September of the following academic year.
 - b. The Board may appoint faculty to non-tenure track appointments of one (1) semester or one (1) academic year only.
 - c. In the event a faculty member with a non-tenure track appointment is appointed for a third (3) consecutive semester such appointment shall be deemed a tenure-track appointment. However, if the faculty member is given a non-tenure track appointment in order to replace a specific faculty member on an authorized leave of absence, the non-tenure track appointment may be for the period the specified faculty member is on leave of absence.
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.

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 future reappointment and/or promotional considerations.

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.
 - 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 evaluation (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 of reasons in support of its decision. If the decision and/or statement of reasons in support of the decision of the Faculty Appeals Committee is different than the decision and/or statement of reasons in support of the decision of the Peer Evaluation Committee, the decision and/or statement of reasons in support of the decision of 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 the 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 of professional library work at the College to the President and the Academic Vice President on November 15 of each academic year; decisions 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 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.
- 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, servants or employees, or the Chapter. The Chapter shall have no right or remedy against the Board, its agents, servants, 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 NONREAPPOINTMENT

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. 2. or 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 agents, servants or employees, or the Chapter. The Chapter shall have no right

against the Board, its agents, servants, or employees.

ARTICLE XIII

XIII. PROFESSIONAL EVALUATION

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, Sections 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 (Librarians) who have been employed by the College for at least thirty (30) years and are within three (3) years of mandatory retirement age may be recommended for promotion to the rank of Professor 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.

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.

C. 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 the 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 Officer 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 material may be modified by the departments concerned to meet their particular needs.
- D. Evaluation of Tenured Faculty Members
- 1.
- a. For the purpose of providing advice and guidance pertaining to career development and teaching effectiveness, tenured members of the faculty shall be evaluated. Such evaluations shall take place no more frequently than every five (5) years, beginning with the date of the last evaluation of the faculty member, unless the faculty member chooses to be evaluated more frequently or the appropriate Academic Officer, on the basis of significant tangible evidence indicating deficiencies in the faculty member's performance only with respect to the criteria listed below, requests an evaluation. The appropriate Academic Officer shall discuss the matter with the faculty member before requesting an evaluation.
 - b. The following criteria shall be used for the purposes of this evaluation:
 - (1) Teaching effectiveness.

- (2) Effectiveness of performance of other assigned duties and responsibilities.
- (3) Professional Development.
- (4) Contributions to the College and/or community.

2. Material of Evaluation

The material of evaluation shall consist of student evaluations; peer evaluations; a self-evaluation (submitted on a form developed and approved by the Academic Vice President and the Faculty Executive Committee); the appropriate Academic Officer's classroom evaluation, if any; the faculty member's statement, if any; and any other documents relevant to the criteria specified in Part C, Section 1 of this Article.

The material of evaluation shall be submitted to and compiled by the faculty member's Department Chairperson prior to September 30 of the academic year. The Chairperson will forward prior to October 15 of the academic year the summaries of the student evaluations and all other material received to the appropriate Academic Officer. The Chairperson will also provide to the faculty member a copy of all material forwarded to the appropriate Academic Officer. The appropriate Academic Officer will place all material received from the Chairperson in the faculty member's record file.

3. Procedure

Prior to November 24 of the academic year, a Departmental Evaluation Committee, consisting of no less than three (3) elected members shall review the record files of all tenured faculty members who are not being considered for promotion and who are to be evaluated in accordance with the provisions of Part D, Section 1 of this Article. In the event the departmental committee's evaluation of a faculty member is negative, the departmental committee will also forward recommendations for the faculty member's improvement to the Tenured Faculty Review Committee and the faculty member. On or before December 15 of the academic year, the Departmental Evaluation Committee shall send the results of its evaluation to the Tenured Faculty Review Committee.

If an individual faculty member disagrees with the conclusions or recommendations of the Departmental Evaluation Committee, s/he may forward a letter stating the objections to the chairperson of the Tenured Faculty Review Committee prior to February 1 of the academic year.

The Tenured Faculty Review Committee shall review the record files of all tenured faculty members who are not being considered for promotion and who are to be evaluated in accordance with the provisions of Part D, Section 1 of this Article prior to March 15 of the academic year. On or before April 15 of each academic year, the Tenured Faculty Review Committee shall send the results of its evaluation to the faculty member and the appropriate Academic Officer. In the event the Committee's evaluation of a faculty member is negative, the Committee will also forward recommendations for the faculty member's improvement. If the Tenured Faculty Review Committee's conclusions and recommendations are different from those of the Departmental Evaluation Committee, a letter of explanation will also be forwarded to the faculty member and the appropriate Academic Officer.

If a faculty member disagrees with the conclusions or the recommendations of the Tenured Faculty Review Committee, s/he may forward a letter stating the objections

to the Tenured Faculty Review Committee and the appropriate Academic Officer prior to the conclusion of the academic year; this letter will be made part of the record file.

4.

An appropriate Academic Officer shall be entitled to visit the classroom of any tenured faculty member being evaluated in his or her division, provided the faculty member receives written notice five (5) class days in advance of the visit. The appropriate Academic Officer will arrive before the class begins and stay until the end of the class.

5.

If a faculty member receives a negative evaluation from the Departmental Evaluation Committee or the Tenured Faculty Review Committee or both, a conference shall be held between the appropriate Academic Officer and the faculty member as soon as possible after the completion of the evaluation. The purpose of the conference shall be to develop a plan of action for the faculty member's improvement which is consistent with the Departmental Evaluation Committee's and/or the Tenured Faculty Review Committee's recommendations.

ARTICLE XIV

XIV. FACULTY RECORD FILE

A. A Record File shall be maintained for each faculty member in the office of the Academic

Vice President or the office of the appropriate Academic Officer.

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 professorial 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 a 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 sixteenth (16th) 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 16-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 her 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 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 with 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.

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 that 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.

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.

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.
- 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, cancelled, 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 an appointment.
 2. The Department Chairperson shall select Coordinators with the approval of the members of the department and notify the appropriate Academic Officer and the Academic Vice President of the selection.
 3. The Department Chairperson, in consultation with the Academic Vice President or his/her designee shall prepare a job description specifying the duties and responsibilities of each Coordinator position.
 4. In the event additional Coordinator positions, other than those in effect as of September 1, 1990, are authorized during the term of this Agreement, or if the job descriptions of existing Coordinator positions are modified, the Academic Vice President and the Chapter shall agree to the compensation and/or released time associated with such positions.
 5. It is recognized that the continuation of any Coordinator position is at the discretion of the Academic Vice President, after consultation with the appropriate Department Chairperson. The decision to discontinue any position shall be made prior to March 1 of the previous academic year.
- 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 President shall be formed. After the first academic year (1994-95), 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 Academic Coordinatorship Compensation Review Committee will not consider requests to create new coordinatorships or to discontinue existing coordinatorships.
5. Committee appointments for 1994 should be made by October 22, 1994.
6. 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.
7. Final approval of the Committee's recommendations shall reside with the Vice President for Academic Affairs.

ARTICLE XXI

XXI. COMPENSATION

A. Instructional and Library Staff Salaries

1. 1994-1995

- a. Effective September 1, 1994, 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 year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to four (4) percent of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries in his/her academic rank as of the May 31 payroll of all tenure track full-time members of the instructional staff (as defined in Article I, Sections I and R of this Agreement) and the professional library staff (as defined in Article I, Section H of this Agreement) plus the base salaries for the preceding academic year (or during the preceding twelve months in the case of the library) for all tenure track full-time faculty members (or professional library staff) who are on paid or unpaid leaves of absence.
- b. Effective January 16, 1995, for those faculty members on a nine-month payment schedule and March 1, 1995, for those on a twelve-month payment schedule 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 year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to one (1) percent of his/her base salary as of the immediately preceding payroll.

2. 1995-1996

- a. Effective September 1, 1995, 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 year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to four (4) percent of the arithmetic mean of all such preceding academic year (or twelve-month, in the case of the library) salaries in his/her academic rank as of the May 31 payroll of all tenure track full-time members of the instructional staff (as defined in Article I, Sections I and R of this Agreement) and the professional library staff (as defined in Article I, Section H of this Agreement) plus the base salaries for the preceding academic year (or during the preceding twelve months in the case of the library) for all tenure track full-time faculty members (or professional library staff) who are on paid or unpaid leaves of absence.
- b. Effective January 16, 1996, for those faculty members on a nine-month payment schedule and March 1, 1996, for those on a twelve-month payment schedule 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 year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to one (1) percent of his/her base salary as of the immediately preceding payroll.

3. 1996-1997

- a. Effective September 1, 1996, 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 year (or during the preceding twelve months, in the case of the library) shall be increased by an amount equal to five (5) percent of his/her base salary as of May 31, 1996.

- 4. Faculty salaries that reach the level of \$80,000 shall be capped, with the exception of those individuals who have already achieved this level as of 1994. Faculty members who reach this level shall receive either a COLA increase, based on the mutually accepted index of inflation, or the negotiated increase, whichever is lower. This provision shall become effective and placed in force only if a similar policy is implemented for all non-hourly employees of the College.

5. 1994-1995 Salary Minimums

The salary minimums will increase by 3 percent effective September 1, 1994.

- a. Any faculty member in the employ of the College on September 1, 1994, who will not be receiving the salaries set forth below before their 1994 increase, shall receive an increase effective September 1, 1994, sufficient to bring him/her to the annual salary set forth:

Instructor (without Master's degree)	\$27,221
Instructor (with Master's degree)	\$27,927
Instructor (with Doctorate)	\$29,448
Assistant Professor	\$32,328
Assistant Professor (with Doctorate)	\$34,393
Associate Professor	\$38,685
Associate Professor (with Doctorate)	\$40,913
Professor	\$48,030
Senior Professor	\$52,377
Librarian I	\$27,927
Assistant Librarian	\$32,925
Associate Librarian	\$39,880
Librarian	\$50,094
Senior Librarian	\$54,495

- b. For purposes of guidance in the employment of new faculty members hired during the 1994-1995 academic year the minimum salaries shall be:

Instructor (without Master's degree)	\$27,221
Instructor (with Master's degree)	\$27,927
Instructor (with Doctorate)	\$29,448
Assistant Professor	\$32,328
Assistant Professor (with Doctorate)	\$34,393
Associate Professor	\$38,685
Associate Professor (with Doctorate)	\$40,913
Professor	\$48,030
Senior Professor	\$52,377
Librarian I	\$27,927
Assistant Librarian	\$32,925

Associate Librarian	\$39,880
Librarian	\$50,094
Senior Librarian	\$54,495

6. 1995-1996 Salary Minimums

The salary minimums will increase by 3 percent effective September 1, 1995.

- a. Any faculty member in the employ of the College on September 1, 1995, who will not be receiving the salaries set forth below before their 1995 increase shall receive an increase effective September 1, 1995, sufficient to bring him/her to the annual salary set forth:

Instructor (without Master's degree)	\$28,038
Instructor (with Master's degree)	\$28,765
Instructor (with Doctorate)	\$30,331
Assistant Professor	\$33,298
Assistant Professor (with Doctorate)	\$35,425
Associate Professor	\$39,846
Associate Professor (with Doctorate)	\$42,140
Professor	\$49,471
Senior Professor	\$53,948
Librarian I	\$28,765
Assistant Librarian	\$33,913
Associate Librarian	\$41,076
Librarian	\$51,597
Senior Librarian	\$56,130

- b. For the purposes of guidance in the employment of new faculty members hired during the 1995-1996 academic year the minimum salaries shall be:

Instructor (without Master's degree)	\$28,038
Instructor (with Master's degree)	\$28,765
Instructor (with Doctorate)	\$30,331
Assistant Professor	\$33,298
Assistant Professor (with Doctorate)	\$35,425
Associate Professor	\$39,846
Associate Professor (with Doctorate)	\$42,140
Professor	\$49,471
Senior Professor	\$53,948
Librarian I	\$28,765
Assistant Librarian	\$33,913
Associate Librarian	\$41,076
Librarian	\$51,597
Senior Librarian	\$56,130

7. 1996-1997 Salary Minimums

The salary minimums will increase by 3 percent effective September 1, 1996.

- a. Any faculty member in the employ of the college on September 1, 1996, who will not be receiving the salaries set forth below before their 1996 increase, shall receive an increase effective September 1, 1996, sufficient to bring him/her to the annual salary set forth:

Instructor (without Master's degree)	\$28,879
Instructor (with Master's degree)	\$29,628
Instructor (with Doctorate)	\$31,241
Assistant Professor	\$34,297

Assistant Professor (with Doctorate)	\$36,488
Associate Professor	\$41,041
Associate Professor (with Doctorate)	\$43,404
Professor	\$50,955
Senior Professor	\$55,566
Librarian I	\$29,628
Assistant Librarian	\$34,930
Associate Librarian	\$42,308
Librarian	\$53,145
Senior Librarian	\$57,814

- b. For purposes of guidance in the employment of new faculty members hired during the 1996-1997 academic year the minimum salaries shall be:

Instructor (without Master's degree)	\$28,879
Instructor (with Master's degree)	\$29,628
Instructor (with Doctorate)	\$31,241
Assistant Professor	\$34,297
Assistant Professor (with Doctorate)	\$36,488
Associate Professor	\$41,041
Associate Professor (with Doctorate)	\$43,404
Professor	\$50,955
Senior Professor	\$55,566
Librarian I	\$29,628
Assistant Librarian	\$34,930
Associate Librarian	\$42,308
Librarian	\$53,145
Senior Librarian	\$57,814

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 promotion increase and the doctoral increase become effective on the same date, the total combined increase shall be twelve (12) percent. 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 annual salary set forth in Section B, 1. of this Article.

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 \$1575 during the 1994-1995 academic year,

\$1650 during the 1995-96 academic year, and \$1725 during the 1996-97 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

Effective the 1994 summer sessions, 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 \$2000.

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 (8½) hours on any one day shall be compensated at the rate of \$100 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 \$75 for each student supervised.
 - b. Low enrollment courses or independent study shall be reimbursed at the rate of \$25 per credit hour for each student enrolled or at a rate of \$75 per student, whichever is higher.
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 seventy (\$70) dollars 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.

Full-time faculty members required to teach courses in practical nursing or respiratory therapy during the summer session shall receive 1.3 times their academic year salary for such an assignment or be compensated at the summer rate stated in Section F of this Article, whichever is higher. It is understood and agreed that all credit or equivalent credit hours taught beyond fifteen (15) in either of these disciplines during the summer session shall be paid at the summer rate. Selection of faculty to teach such courses during the summer session shall be determined by seniority.

ARTICLE XXII

XXII. HEALTH AND WELFARE BENEFITS

A.

The College agrees to pay during the term of this contract the insurance premiums for:

1. Full-time members of the faculty covered by this Agreement and their eligible dependents; they will be insured by the New Jersey State Health Benefits Program, known as the Traditional Program, consisting of Basic and Major Medical coverage.
2. 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.
3.
 - a. Existing dental plan shall remain in place for the duration of the Agreement.
 - 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 same from the New Jersey State Health Benefits Plan and/or the College Dental Plan. This reimbursement shall not exceed \$250.
 - 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 "Certification of Employment" form from the Payroll 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 \$2,000, but in any case may not exceed \$4,000.
- 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 cancelled from the loan. The balance of the loan shall be cancelled 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 in library service for Librarians) 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 must be approved by the appropriate Academic Officer. In the case of Librarians, such courses must be recommended by the Director of Libraries and approved by the Academic Vice President. In the event any faculty member disputes the Academic Officer's judgment, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.
- c. Reimbursement for such courses not in a faculty member's discipline, or in the case of a Librarian, not in library service, must be approved by the appropriate Academic Officer (in the case of the faculty) and the Director of Libraries (for librarians). Such approval will be granted only if, in the judgment of those individuals, the taking of such courses is beneficial to the College. In the event a faculty member disputes an Academic Officer's judgment, or in the case of Librarians, the Director's, the matter may be appealed to the Academic Vice President.
- d. 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, the first registration for courses in such a program also requires prior approval. All full-time faculty members who had registered for (a) course(s) in an established and approved degree

program prior to June 30, 1987, shall be deemed to have received prior approval. Failure to obtain prior approval shall relieve the College of its obligation to reimburse.

- e. In all cases, reimbursement will be made only for courses satisfactorily completed.
 - f. 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 proportionately; however, reimbursements will normally always be at least 100 percent of tuition paid. A full-time member of the faculty may receive payments totaling not more than \$3,500 per 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 for "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 Personnel Officer, and file it with the appropriate Academic Officer or the Director of Library, not later than June 30 of the academic year in which the course(s) was (were) taken.
3. Budgeting for Tuition Reimbursement
- The College agrees to include an amount for tuition reimbursement in its annual budgets.

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 Board of 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 Board of 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 six (6) 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., c., d., and Article XXX.

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 Personnel 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 year.
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 event 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 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 75 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.
- 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 least 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 leave date. Maternity leaves shall be considered as service under the meaning of Article XIII, Part A, Section 1., a., b., c., and d., 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., d., nor as service toward tenure and/or seniority unless otherwise agreed to by the Board and the Chapter.

C.

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. Faculty assigned to the Licensed Practical Nursing Department and to the Respiratory Therapy

Program

the

may be required to teach one (1) or more summer terms because of the nature of the scheduling of the courses in these programs.

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. 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 assigned to faculty

member

members. In the event these courses and/or laboratories are cancelled, the faculty affected shall be assigned to teach courses and/or laboratories tentatively assigned to persons other than full-time members of the instructional staff if s/he wishes and is otherwise qualified to teach those courses and/or laboratories pursuant to a selection procedure to be established for all departments by the Academic Vice President and

the

Chapter.

C. No faculty member may teach six (6) hours in a summer session until every faculty 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 assignments 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.
 - b. A faculty member shall be available during the academic year to provide advisement to five (5) students assigned by the Director of Counseling. 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 three (3) credit or equivalent contact hours each semester. The Chairperson of the Peer Evaluation Committee and the Chairperson of the Curriculum Committee shall have their teaching loads reduced by three (3) credits or equivalent contact hours during the Spring 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 E 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.

- d. During the Fall or Spring semester, a full-time member of the instructional staff may, in lieu of compensation specified in Article XXI (Compensation), Part E, 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 s/he is compensated at the overload rate specified in Article XXI (Compensation), Part E, of this Agreement. Such an arrangement must have prior approval of the Department Chairperson and the Vice President for Academic Affairs.
 - 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.
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 G, 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 E 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 E, and Part G, 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.
5.
 - a. The nominal class teaching load limits for faculty members shall be:
 - (1) twenty (20) in developmental classes, modern language conversation classes and interpreter for the deaf classes with practice laboratories and developmental laboratories.
 - (2) twenty-five (25) in English composition and speech classes, modern language classes, and fine arts studio classes.
 - (3) thirty (30) 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) twenty-four (24) in laboratories.
 - 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 G, 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 last date of official withdrawal.
 - (3) No courses shall be cancelled without direct consultation with the Department Chairperson. Each Department Chairperson may run one low-enrollment courses (under ten (10) students) for each eighteen (18) sections scheduled in the Department. Regardless of the number of sections scheduled within a department, the following low-enrollment courses shall not be cancelled, unless the Department Chairperson agrees to the cancellation:
 - i) New courses, including telecourses, 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 or 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 (2) 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 XXX (Reduction in Force), 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) individual 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 work hours reduced to the extent necessary for him/her to attend and to participate fully in all meeting 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 E.
- 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 resubmitted 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.

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 qualifications 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.

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 XXXII

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, and Plainfield 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 members shall be provided at the campus at which s/he performs his/her primary teaching function a suitable equipped office space and the necessary supplies for

his/her work. All Department Chairpersons shall be provided with single offices. Every effort shall be made to provide at least one computer in each faculty office.

I.
1. When it is necessary for an individual to use his/her own automobile on College business including, but not limited to, commutation 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 based on actual distance

traversed.

Standard distances:

Cranford to Elizabeth	6 miles
Cranford to Plainfield	7 miles
Cranford to Muhlenberg Regional Medical Center	7 miles
Cranford to Elizabeth General Medical Center	6 miles
Elizabeth to Plainfield	13 miles
Elizabeth to Elizabeth General Medical Center	.5 miles
Plainfield to Muhlenberg Regional Medical Center	1.8 miles
Plainfield to Elizabeth General Medical Center	14 miles
Muhlenberg Regional Medical Center to Elizabeth General 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 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 provided 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) class 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 Chancellor of Higher Education.
 - 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 Chancellor of Higher Education.
 - 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 XXVI

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 acknowledge 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 or 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, 1994, and shall continue in full force and effect until August 31, 1997.

B. The Board and the Chapter shall enter into negotiations for a new agreement no later than

March 1, 1997.

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