



**Agreement Between**

**The Board of Trustees**  
**of**  
**Mercer County Community College**

**and**  
**The Mercer County Community College**  
**Faculty Association**

**2024-2029**



Under provision of the public laws of 1968,  
Chapter 303, and the public laws of 1974,  
Chapter 123, of the State of New Jersey

## TABLE OF CONTENTS

	<b>Duration of Agreement.....</b>	<b>3</b>
Article I	<b>Recognition of Employee Representative.....</b>	<b>3</b>
Article II	<b>Negotiation Procedure.....</b>	<b>3</b>
Article III	<b>Rights of the Parties.....</b>	<b>4</b>
Article IV	<b>The Role of the Faculty.....</b>	<b>4</b>
Article V	<b>Academic Rank at Time of Hire.....</b>	<b>6</b>
Article VI	<b>Individual Faculty Contracts.....</b>	<b>7</b>
Article VII	<b>Evaluation.....</b>	<b>8</b>
Article VIII	<b>Promotion in Academic Rank .....</b>	<b>11</b>
Article IX	<b>Salary .....</b>	<b>12</b>
Article X	<b>Fringe Benefits and Insurance .....</b>	<b>13</b>
Article XI	<b>Faculty Facilities.....</b>	<b>15</b>
Article XII	<b>Faculty Workload.....</b>	<b>15</b>
Article XIII	<b>Leave .....</b>	<b>19</b>
Article XIV	<b>Personnel Files .....</b>	<b>22</b>
Article XV	<b>Production and Use of Instructional Materials .....</b>	<b>22</b>
Article XVI	<b>Travel .....</b>	<b>23</b>
Article XVII	<b>Tenure .....</b>	<b>24</b>
Article XVIII	<b>Grievance Procedure.....</b>	<b>24</b>
Article XIX	<b>Academic Freedom.....</b>	<b>25</b>
Article XX	<b>Professional Improvement.....</b>	<b>26</b>
Article XXI	<b>Advisement Responsibilities .....</b>	<b>26</b>
Article XXII	<b>Representation Fee.....</b>	<b>26</b>
Article XXIII	<b>Management Rights .....</b>	<b>27</b>
Article XXIV	<b>Application of Provisions of Agreement.....</b>	<b>27</b>
	<b>Ratification.....</b>	<b>28</b>
APPENDIX A	<b>Salary Grid .....</b>	<b>29</b>
APPENDIX B	<b>Optional Minimum Eligibility Requirements for Promotion for Full Time Faculty Hired Prior to November 1, 2009.....</b>	<b>30</b>

## DURATION OF THE AGREEMENT

This Agreement, having been ratified by both parties, is effective **July 1, 2024** and will remain in effect until **June 30, 2029**. Base salary increases are effective on July 1 of each year, and overload rate increases are effective with the summer session.

This Agreement is subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

## ARTICLE I – RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board of Trustees of Mercer County Community College hereby recognizes the Mercer County Community College Faculty Association, Inc. as the exclusive representative for collective negotiation in a unit of Mercer County Community College employees set forth in paragraph B hereof for the purpose of collective negotiations for terms and conditions of employment.
- B. **The employees included are:**
  - 1. Full-time teaching faculty.
- C. **The employees excluded are:**
  - 1. Administrative officers and administrative staff.
  - 2. Part-time faculty and other part-time professional staff.
  - 3. Technical Assistants.
  - 4. Nonprofessional staff, craft employees and police officers.
  - 5. Supervisors and managerial executives including all directors, division deans, deans, and registrars.
  - 6. Professional support personnel (without faculty rank).
  - 7. Full-time professional personnel of the Library, Student Services and other units with academic rank.
- D. Unless otherwise indicated, the term "Association," when used hereinafter in this Agreement, shall refer to the Mercer County Community College Faculty Association, Inc.
- E. Unless otherwise indicated, the terms "faculty" or "professor(s)" when used hereinafter in this Agreement, shall refer to all professional academic employees represented by the Association in the negotiating unit as defined above. Unless otherwise indicated, the terms shall be understood to include faculty holding the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.
- F. Unless otherwise indicated, the term "Board," when used hereinafter in this Agreement, shall refer to the Board of Trustees of Mercer County Community College.
- G. Unless otherwise indicated, the term "State" when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.
- H. Unless otherwise indicated, the term "College," when used hereinafter in this Agreement, shall refer to Mercer County Community College.
- I. Unless otherwise indicated, the term "Dean" when used hereinafter in this Agreement, shall refer to the appropriate division Dean.

## ARTICLE II – NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement no later than 120 days prior to the Board's required budget submission date for fiscal year 2029.
- B. During negotiations, the representative shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association all pertinent personnel records, data and information relevant to negotiating a successor Agreement.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations subject to approval by the Board and the Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 303, P.L. 1968, and Chapter 123, P.L. 1974.
- F. This Agreement is subject in all respects to the laws of the State of New Jersey, and the United States, with respect to the powers, rights, duties, and obligations of the Board, the Faculty Association, and the employees in the bargaining unit. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law, by a court of competent jurisdiction from whose final judgment or decree, no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.
- G. Either party may establish a meeting during October, during January, and during April to consider matters of general interest or concern regarding this Agreement, other than grievances. Additionally, such meetings are intended as a means of fostering good employer-employee relations. These meetings may be attended by no more than three representatives of either party.

### ARTICLE III – RIGHTS OF THE PARTIES

- A. The Board agrees to furnish to the Association on request the monthly budget reports of the College, annual financial audits, registers of personnel who qualify as members of the Association and agenda and minutes of all Board meetings.
- B. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be mutually scheduled so as not to interfere with their normal responsibilities.
- C. Members of the Association employed by the Board may be permitted to transact official Association business on College property, at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.
- D. Rooms at the College designated as available for general meeting purposes may be used for Faculty Association meetings without charge on regularly scheduled College business days and within business hours scheduled for any particular day. Arrangements shall be made in advance with the individual responsible for allocating academic space, the student center, or the gymnasium.  
Sufficient space shall be provided and such use shall not interfere with the normal function of the College and shall be used for the legitimate purpose of the Association.
- E. The Board agrees that the Association may provide in its own name (listing), and have sole financial responsibility for, a direct outside business telephone in the Association office for the placing and receiving of all off-campus telephone calls related to Association affairs. The Association agrees to provide, at its own expense, all materials and supplies necessary for the conduct of the Association's affairs, except that the Board will allow use of a personal computer (with Internet and printer connections) and College photocopiers.
- F. The Association shall have the right to post bulletins and notices relevant to the employees it represents on designated Association bulletin boards adjacent to the staff dining room and in each divisional office area. These bulletin boards shall measure 3 feet by 4 feet and be for the exclusive use of the Association.
- G. The Association may use the interoffice mail facilities for official Association business providing this does not interfere with normal College operations.
- H. The Association shall normally be notified one (1) week in advance, in writing, of time, date and agenda of all public meetings of the Board.
- I. A representative of the Faculty Association may speak to any point on the Agenda of the Board at its regular monthly public session. If the representative wishes to speak on an issue which is not on the agenda, they may do so providing they have notified the President of the subject matter 48 hours prior to the Board meeting. Generally, the representative should limit their remarks to between five (5) and ten (10) minutes.
- J. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Association in accordance with Chapter 233, NJ Public Laws of 1969 (N.J.S. 52:14-15 9e) and under similar rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to a person designated by the Faculty Association. The person designated shall disburse such monies to the appropriate Association or Associations.  
Copies of Chapter 233 may be obtained from the Association President. These monies shall be transmitted by the 10th of the month following their collection.
- K. The Association and the Board mutually recognize that strikes and other forms of work stoppages are contrary to law and public policy and inimical to the general good and welfare of the entire Mercer County College community. Therefore, the Board and the Association agree with and subscribe to the principle that differences shall be resolved by peaceful and lawful means. The Association agrees that it shall not engage in, or counsel or instigate strikes or work stoppages.
- L. No restrictions or responsibilities shall be placed on faculty during the activity period which occurs on the second Thursday of any month.
- M. The Board agrees to provide the Association with a furnished office at a mutually agreed upon location for the exclusive use of the Association.
- N. The President of the Faculty Association shall be entitled to up to four (4) contact hours of release time per semester. The Association shall reimburse the College for the cost of this workload reduction at the overload rate. Reimbursement shall be on a semester basis with full payment to be received by the College no later than October 1 for the fall semester and February 1 for the spring semester. The Association shall give written notification to the Vice President for Academic Affairs of their intent to invoke this provision for the coming year and name the Association President prior to the commencement of fall classes.

### ARTICLE IV – THE ROLE OF THE FACULTY

The range of professional services which constitutes the faculty's role at the College is described in C. below.

- A. **Faculty Member Responsibility**
  - 1. Faculty members accept responsibility for assigned individual workloads and related activities as determined by the annual establishment of professional objectives, described in Article VII. The Board does not expect each faculty member to perform every function each year.
  - 2. Faculty members are responsible for performing subject to the applicable College policies and procedures, and this Agreement.
- B. **Board Responsibilities**
  - 1. The Board is responsible for ensuring that individual workloads and objectives are developed with full consideration of individual faculty talents, interests and professional goals, consistent with College and division concerns.

2. The Board is responsible for informing faculty members of the College policies and procedures which relate to their role.

**C. Faculty Role**

**1. Teaching Faculty**

The role of the Teaching Faculty is:

- a. **Teaching and Advising**
  - 1). Presenting course content to students;
  - 2). Guiding student class discussions;
  - 3). Guiding and assisting students in laboratory, studio, field experience, clinical experience, work experience or other experiential learning activities;
  - 4). Evaluating student learning;
  - 5). Assisting students with coursework;
  - 6). Assisting students to make decisions regarding courses and programs of study;
  - 7). Performing essential preparation relative to assigned workload.
- b. **Instructional Support and Development**
  - 1). Coordinating courses of instruction:
    - a) managing learning systems;
    - b) coordinating and/or supervising the instructional efforts of others.
  - 2). Designing, evaluating and improving courses of instruction including:
    - a) course objectives;
    - b) instructional strategies/modes/techniques;
    - c) methods/systems for evaluating student learning.
  - 3). Coordinating programs of study:
    - a) coordinating advisement;
    - b) performing liaison with outside agencies.
  - 4). Designing, evaluating, and improving programs of study.
- c. **Other Contributions**
  - 1). Participating in College governance and operations through divisional or committee work, and the like;
  - 2). Advising extra-curricular student groups or activities;
  - 3). Representing the College in professional or community activities, student recruiting, and the like;
  - 4). Otherwise voluntarily contributing to the College or the community as an identified member of the College Faculty;
  - 5). Developing individual ability for successful performance.

**D. Faculty Authority and Responsibility**

The following are principles and procedures in four areas wherein substantial overlap exists between legitimate individual teaching faculty professional concerns and college administrative concerns. The Board recognizes the right of professional faculty members to make the professional judgments necessary to fulfill their roles. The Association recognizes the Board's responsibility to establish and implement the philosophy, mission, goals and objectives of the College. Each party recognizes its responsibility to focus on student needs.

**1. Course Outlines**

Faculty members are authorized and encouraged to make professional academic decisions regarding learning objectives and subject matter content for approved courses of instruction, subject to divisional review. Course outlines shall be prepared according to format guidelines approved by the Vice President for Academic Affairs. General learning objectives and general subject matter content for courses are subject to review through normal college procedures.

**2. Selection of Instructional Mode**

The Board recognizes its responsibility to solicit and to fully consider divisional and individual faculty recommendations regarding course instructional modes and class sizes. Within the guidelines determined by the Board, faculty members are authorized, and encouraged to exercise professional academic judgment, in the detailed determination of the instructional techniques appropriate for the achievement of course objectives. In any case wherein, in the faculty member's judgment, these guidelines provide a serious impediment to the achievement of course objectives, the faculty member is responsible for providing a detailed explanation and recommended alternatives to the division Dean.

The Board and the Faculty recognize a mutual responsibility to evaluate instructional modes and to be willing to adjust accordingly.

**3. Selection of Instructional Materials**

Faculty members are authorized and encouraged to make professional academic decisions regarding instructional materials, and textbooks selected for courses. Those faculty members who are regularly assigned to the majority of sections of a particular course will constitute a committee to select instructional materials and textbooks for the course. Generally, a single set will be used. However, more than one set of instructional materials or text(s) may be chosen for a particular course for pedagogical reasons. Faculty members are responsible for the impact of their decisions upon students and the College.

The Board reserves the right to review decisions concerning instructional materials. In cases where those decisions explicitly conflict with college philosophy, goals, objectives, economic priorities or documented understandings regarding the use of costly reusable materials, the Board may require alternatives. Whenever possible, such

situations will be resolved via informal means. Faculty members have the right to use their own publications and individually prepared materials, subject to the above.

#### 4. Grading of Students

Faculty members are authorized and encouraged to exercise professional academic judgment, to assign student grades to determine methods for evaluation of students, and to specify detailed grading procedures and criteria for use by Technical Assistants in appropriate situations. Grades shall be established in accordance with established college standards and traditional academic prerogatives, and are subject to review and appeal through established college procedures.

Faculty members are responsible for documenting student grading in the learning management system throughout the duration of the semester and the final grade in the appropriate record system as indicated by the Office of Registration and Student Records.

A student may challenge a final grade by application to the Academic Integrity Committee as outlined in the *Student Handbook*. If the AIC formally recommends to the Vice President for Academic Affairs (VPAA) that a change should be made in a student's final grade, the VPAA may make such a change.

The Administration will not change a student's final grade to a different letter grade, or award credit, without such a recommendation from the AIC. However, the VPAA may authorize that a student be dropped (i.e., removed), or withdrawn (i.e., with a W grade) from a section, if the responsible Dean or designee concludes that doing so is in the best interests of the student and the College, and an academic matter is not involved. In such cases, the responsible faculty member will be notified.

### **ARTICLE V – ACADEMIC RANK AT TIME OF HIRE**

#### **A. Minimum Eligibility Requirements for Academic Rank at Time of Hire**

<b>Rank</b>	<b>Academic Requirements</b>	<b>Teaching Experience</b>
Instructor	Master's degree or equivalent	None required
Assistant Professor	Master's degree + 15 post-masters credits related to the position or toward a doctorate, or equivalent	Five (5) years of college teaching as a full-time faculty member or equivalent
	Doctorate or Master of Fine Arts degree or masters + 30 post-masters credits related to the position or toward a doctorate, or equivalent	None required
Associate Professor	Master's degree + 30 additional graduate credits related to the position, or equivalent	Seven (7) years of college teaching as a full-time faculty member or equivalent
	Master of Fine Arts degree <u>or</u> doctorate, or equivalent	Five (5) years of college teaching as a full-time faculty member or equivalent

#### **B. Equivalencies**

<b>Credential</b>	<b>Equivalencies</b>
Master's	<ul style="list-style-type: none"> <li>A bachelor's degree and/or two years of relevant business or field experience may be acceptable substitute in certain specialized fields, at the discretion of the College.</li> </ul>
Master's + 15 post-masters graduate credits related to the position or toward a doctorate	<ul style="list-style-type: none"> <li>At the discretion of the Board, a master's degree + two or more years of relevant business, industrial, artistic or teaching experience beyond that required to meet experience requirements.</li> </ul>
Master's + 30 post-masters graduate credits related to the position or toward a doctorate	<ul style="list-style-type: none"> <li>A second master's degree</li> <li>Licensure as a P.E., R.A., or C.P.A.</li> <li>Certification as a C.D.P. or FAA Air Transport Pilot</li> <li>At the discretion of the College, a Master's degree + four or more years of achievement in research, publication or other professional practice other than teaching, beyond what is needed to meet experience requirements.</li> </ul>
Doctorate	<ul style="list-style-type: none"> <li>In fields where a doctorate is unusual, or typically not available, a Master of Fine Arts degree or any of the master's degree + 30 credit equivalencies are acceptable if accompanied by at least three years of additional achievement in research, publication or other professional practice beyond teaching, which, in the opinion of the Board, is comparable to the production of a doctoral thesis.</li> </ul>
Full-time College teaching experience	<ul style="list-style-type: none"> <li>Two years of full-time high school teaching, business, or other professional experience related to the position may be equated to one year of full-time college teaching. Maximum one year of experience.</li> <li>Adjunct college teaching experience is to be evaluated by the College as to full time teaching equivalence.</li> </ul>

## ARTICLE VI – INDIVIDUAL FACULTY CONTRACTS

- A. Appointments and reappointments are normally limited to one academic year as defined in Article XII until the faculty member attains tenure. An initial appointment may be made for a period of two (2) years under exceptional circumstances.
- B. When a prospective employee is offered a position via an individual contract, the prospective employee shall be provided with a copy of this Agreement. The individual contract shall include:
1. The duration for which the appointment is effective.
  2. The specific salary.
  3. The name of the College.
  4. Academic rank.
  5. Academic division or other organization unit.
  6. Special provisions.
- C. Upon signing and returning the contract, the faculty member is committing to employment at the College in accordance with the terms of the contract. In the event any faculty member is not certain that the faculty member will be able to perform in accordance with the provisions of the contract, the faculty member should discuss their situation in detail with the appropriate division chairperson or director, the appropriate Dean, and the Faculty Association prior to signing an amended contract if such is agreeable to the Board.
- D. Under extraordinary circumstances, it may become necessary to hire a full-time faculty member for less than a full academic or fiscal year. In such cases, compensation will be prorated according to an annual salary rate from the date duties commence to the end of the individual contract. The faculty member shall be accorded all privileges of a full-time faculty member.
- E. Except under extraordinary circumstances, faculty members shall give the Board at least thirty (30) days notice prior to the effective date of their resignation.
- F. **Reduction in Tenured Staff**  
Whenever it is absolutely necessary to decrease the number of tenured faculty because of insufficient funds or a decrease in student population, the Board may place the necessary number of tenured faculty members on lay-off status without pay. If a reduction in force is being considered, the Board shall notify and consult with the Association explaining relevant facts and rationale as soon as practicable but not later than January 10th before the proposed reduction is to take place. Specifically, this consultation shall include a review of the seniority list as defined below, and the list of individuals to be affected by the proposed reduction. Faculty who will be placed on such lay-off shall be notified on or before February 1st. Any reduction in tenured staff shall be carried out within divisions or areas in inverse order of seniority according to the following standards and conditions:
1. The Board will maintain a faculty seniority list, which will be available to the Association upon request. Length of full-time service at the College shall determine the order of placement on the seniority list for all tenured faculty. In case of tenured faculty members with identical seniority, academic rank shall prevail. In case of tenured faculty members having identical seniority and academic rank, seniority in rank shall prevail. In the event that more than one person still occupies the same position on the seniority list, then in the presence of the Association Representative, the names shall be drawn at random to determine position on the seniority list.
  2. No tenured faculty member with appropriate qualifications shall be subject to lay-off before non-tenured faculty members are released.
  3. No tenured faculty member shall be subject to lay-off while there is sufficient instruction offered in the discipline(s) in which the individual is currently qualified to teach to constitute a full normal teaching load as defined in Article XII.
  4. Faculty members are exempt from lay-off regardless of seniority if no other qualified member would remain to fill the position, and, as a result, a program of instruction or essential courses would have to be eliminated.
  5. No tenured faculty member placed on such a lay-off shall be precluded from securing other employment during the period of such a separation.
  6. No new appointments shall be made while there are available persons who are laid-off and qualified to fill the position.
  7. Such a lay-off shall not result in the loss of status, rank, or credit for years of service attained prior to the lay-off. Salary shall be at least the same as it would have been when lay-off status commenced.
  8. For any person placed on such a lay-off, the Board shall continue to contribute its share toward health benefits as provided for within the regulations of the applicable health benefits program.
  9. Recall  
Faculty members placed on lay-off status shall be recalled in order of seniority according to the needs of the College as related to demands within specific areas. Faculty members on lay-off status are entitled to re-employment rights as follows:
    - a. If a position exists within the College for which the faculty member is qualified, the individual shall be notified by certified mail. Within ten (10) days from the receipt of the written offer to return to employment, the individual shall accept the position by replying in writing or they shall forfeit all rights to re-employment. If an individual accepts the position the individual is offered, they shall have thirty (30)

days from the notification date to return to work or until the beginning of the semester so designated, whichever is later.

- b. Faculty on lay-off status and the Association shall be notified by certified mail on or before April 1, of their status for possible recall for the next academic year. Faculty members on lay-off status are entitled to remain subject to recall for a period of three (3) years from the effective date of lay-off. The faculty member shall notify the President, in writing, by April 15, of their intent to remain subject to recall or they shall forfeit all rights of re-employment.
  - c. It shall be the faculty member's responsibility to maintain a current address with the Human Resources Office. If the individual cannot be contacted because of failure to leave a current address, the board is relieved of its responsibility to the individual and they shall forfeit all rights to re-employment.
  - d. Faculty members on lay-off status will be given preference for available part-time assignments for which they are qualified. Special consideration will be given to unemployed faculty members.
- G. The Board retains all rights provided by law and not restricted by other provisions of this contract regarding the annual reappointment of non-tenured faculty. However, non-tenured faculty members who are not reappointed will upon request be considered candidates for future positions.

## **ARTICLE VII – EVALUATION**

### **A. General Principles**

1. Faculty evaluation has two purposes:
  - a. to help faculty members (individually and collectively) identify, achieve and maintain high standards of professional performance, for the benefit of students, the individual faculty member, the faculty as a whole, the College and the community.
  - b. to support decisions on matters such as reappointments, tenure and promotions.
2. Faculty members shall be evaluated in accordance with their objectives and assigned workload during the evaluation period.
3. The private and personal life of a faculty member is not within the appropriate concern or attention of one's evaluators or the Board.

### **B. Division [Department] Personnel Committees**

1. A Division [Department] Personnel Committee (DPC) shall be established each year within each designated academic division or department, and within each other unit which contains faculty members. The units for which committees are required for the following year shall be determined not later than May 1 by the President of the College, after consultation with the President of the Association.
2. The DPC shall evaluate faculty members in accordance with the procedures in this Article and shall make recommendations with respect to reappointment, tenure, promotion, and sabbatical leaves. Each DPC is free to undertake (or not undertake) additional related responsibilities, according to the needs of the unit.
3.
  - a. The division DPC shall be composed of the Dean and one tenured faculty member for every four faculty members (or portion thereof) of the Division. DPC members shall be elected to serve for one academic year prior to the fall semester.
  - b. In a division made up of departments, the DPC will be headed by the chairperson of the department and be composed of the same proportion of tenured faculty serving the same term as prescribed in B.3.a. above. Departmental DPCs will operate under the general guidance and oversight of the Division Dean who, while not a formal member, may elect to participate in any or all DPC meetings.
  - c. In a division where there are not separate Department Personnel Committees, the DPC may elect either the division Dean or a faculty member as the chair of the DPC. If a faculty member is elected as chair of the DPC, the faculty member chair will be responsible for coordinating meetings of the DPC, and the division Dean will be responsible for writing the summary evaluations. There will be no additional compensation or workload credit for a faculty member who acts as DPC chair.
4. If a unit does not contain enough tenured faculty members to form or fill a DPC, the VPAA shall appoint the necessary number of tenured faculty members from other divisions, after consultation with the President of the Association.
5. If a vacancy occurs in an elected DPC member position, the division Dean (or other appropriate unit head) shall call a special election to elect a replacement within ten faculty work days. If a vacancy occurs in an appointed DPC member position, the Dean shall appoint the replacement member within ten faculty work days.

### **C. Self-Evaluation**

One of the essential characteristics of any professional educator is the extensive exercise of individual judgment in the shaping and conduct of one's work, within the context of applicable laws, institutional policies and procedures, and the standards of the profession. It is appropriate, therefore, that Self-Evaluation is the most important component of each faculty member's evaluation record, and that Self-Evaluation should serve as the frame of reference for summary evaluation by peers and administrators.

1. Each faculty member will submit for review by the division Dean (or other appropriate unit administrator) a

proposed list of professional objectives for the calendar year, together with an indication of college support requested to accomplish particular objectives. These objectives should reflect full consideration of the role of the faculty (Article IV), established unit and college objectives and plans, individual interests and capabilities, and current and anticipated workload assignments. Objectives shall be organized into the following categories:

- a. Teaching (or other primary work responsibility)
  - b. Contribution to discipline/departments/division
  - c. Contribution to college/profession/community
  - d. Professional growth
2. If a faculty member and unit administrator cannot agree on a set of objectives, the Vice President for Academic Affairs shall review the differences and render a final decision, after consultation with the appropriate DPC.
  3. Approved objectives may be modified at any time during the year by mutual agreement between the faculty member and the unit administrator.
  4. By the deadlines indicated below, each faculty member shall submit to the division Dean (or other appropriate administrator) a Self-Evaluation Narrative which addresses their performance during the prior calendar year, organized by the categories listed in section C.1. above. The Self-Evaluation Narrative should be complete and comprehensive, and should attempt to bring to the attention of the College areas of concern, both positive and negative, that may be of future value to the College, the division or unit, and/or the individual.

The Self-Evaluation shall include (within category a.) a succinct but substantive summary of the results of student evaluations administered during the year. Students who are served by a faculty member are entitled to comment upon that faculty member's performance and effectiveness.

Two modes of student evaluation shall be used:

- a. Unofficial student feedback  
Each faculty member shall request unofficial feedback from students at least once each semester. This request shall use any written evaluation form which the faculty member desires. This process shall be administered by the faculty member, and all direct feedback received shall be received by and disposed of by the faculty member as they deems appropriate, except that each year's Self-Evaluation (see above) shall include a summary of the results of this feedback.
- b. Official student evaluation  
At its discretion, the DPC may require an official student evaluation of a given faculty member, and any faculty member may request their DPC to administer an official student evaluation. In collaboration with each DPC, the Division Dean's office will establish a process to ensure that official student evaluations are in line with best practices in gathering student feedback. A copy of the summary report shall be given to the faculty member, and the original shall be forwarded for placement into the faculty member's personnel file.

Any Self-Evaluation Narrative which does not meet these criteria to the satisfaction of the DPC and the division Dean (or other appropriate administrator) may be returned for revision. Self-Evaluation Narratives are due by the dates indicated:

Non-tenured faculty members in their third, fourth, or fifth year of service	October 15
Non-tenured faculty members in their first or second year of service	December 15
Tenured faculty member	January 31

#### **D. Visits**

An indispensable component of each faculty member's evaluation is the direct observation of performance by peers and administrators.

##### **1. Definition**

- a. A visit consists of attendance by one or more evaluators (as described below) for the purpose of observing a faculty member in the conduct of their assigned responsibilities. Usually, this consists of attendance at a single meeting of a lecture, classroom, seminar, laboratory or studio class. The Dean for Online Learning, the DPC and the Division Dean will create an online course evaluation process. The evaluation will occur annually utilizing tools representing best practices in online education.
- b. Alternatively, if a faculty member has a significant workload responsibility for some other operational function, a visit may consist of observation of the performance of that function. Examples include supervision of clinical or field experience, work on a major instructional development project, and management of a complex learning system or other assignments for which instructional workload reductions are authorized.
- c. A visit may occur at any time during the year when the faculty member is providing normal full-time service to the College.
- d. The faculty member shall be informed of each scheduled visit at least forty-eight hours in advance. Should a visit be planned when an examination or other activity not conducive to effective evaluation has been scheduled, the visit shall be rescheduled.
- e. The visit evaluation forms in use as of June 2006 shall continue in use until replacement forms are developed and approved by the President of the College and the President of the Faculty Association. Such new forms shall then continue in use until further replacement forms are developed and approved in the same fashion.

## 2. Procedures

- a. The DPC chair shall schedule three separate DPC visits each calendar year for each non-tenured faculty member. Each of two visits shall be by one or two faculty members of the DPC, and one visit shall be by the division Dean (or other appropriate administrator, or designee) and a faculty member of the DPC. If scheduling difficulties warrant, the unit administrator and DPC may agree to schedule these visits separately.
  - Untenured faculty members who were hired to begin teaching in the fall semester will be limited to **two observation reports** during their first semester.
- b. The DPC chair shall schedule one visit every third calendar year for each tenured faculty member, by the division Dean (or other appropriate administrator, or designee) and a faculty member of the DPC. If scheduling difficulties warrant, the unit administrator and DPC may agree to schedule these visits separately.
- c. Any faculty member may request and receive additional visits during any year, and may request additional DPC members to be present during any scheduled visit.
- d. The DPC may schedule additional visits for any faculty member during any year, as it considers appropriate to assure completeness and fairness in completing its evaluation and recommendation responsibilities.

## 3. Reports

- a. Within five (5) working days after each visit, each visitor shall provide the faculty member with a draft copy of a written visit report.
- b. Within five (5) working days of receiving the report, the faculty member shall have the opportunity to discuss the draft report with the visitor.
- c. Within five (5) working days of this discussion (or within ten working days of the faculty member's receipt of the draft report), a copy of the final written report shall be given to the faculty member, who will have the opportunity to respond in writing.
- d. In the personnel file, the faculty member's written response (if any) will be affixed in front of the final written report.

## E. Summary Evaluation

While evaluation by peers and administrators should be a continuous and ongoing process, each faculty member must be given periodic appraisals of how peers and administrators view that faculty member's overall performance, and must be given an opportunity to respond to each such appraisal. The DPC upon the request by the faculty member will meet with the faculty member receiving a summary evaluation to discuss the summary evaluation with the faculty member after the faculty member has received it.

1. Non-tenured faculty members will receive summary evaluations each year to be completed according to the deadlines indicated below:
  - a. November 30th for those in their third, fourth or fifth year of service;
  - b. January 15th for those in their first or second year of service, except:
    - 1). May 1st for those in their first year of service who started in the spring semester.
2. Tenured faculty members will receive summary evaluations by the dates indicated:
  - a. February 28 during each year in which the faculty member is applying for promotion (see Article VIII);
  - b. April 30 during each year following a year in which a visit evaluation takes place;
  - c. April 30 in any additional year in which a summary evaluation is requested by the individual faculty member;
  - d. April 30 in any additional year in which the DPC, at its discretion, chooses to require a summary evaluation of a given faculty member, or any year in which (under extraordinary circumstances) the President of the College requires a summary evaluation of a given faculty member.
3. On a schedule to be determined by the DPC, between the submission of each faculty member's Self-Evaluation and the appropriate deadline date indicated above, the following steps shall occur:
  - a. The division Dean (or other appropriate administrator) shall prepare a DPC Commentary on the faculty member's overall performance, referring to the Self-Evaluation and including any additional relevant information or opinion considered appropriate. This commentary shall be organized into the following sections:
    - 1). Teaching (or other primary work responsibility)
    - 2). Contribution to discipline/department/division
    - 3). Contribution to college/profession/community
    - 4). Professional growthEach DPC Commentary shall be signed by those DPC members who concur with its contents. Those who do not concur shall prepare and sign a narrative entitled Exception to the DPC Commentary.
  - b. Before the applicable deadline, copies of the DPC Commentary and any Exception(s) to it shall be given to the faculty member and to the Human Resources Office for placement into their personnel file. The faculty member will have the opportunity to respond in writing within five (5) working days of receipt of the final written Commentary and any Exception(s). If the response identifies errors of fact or introduces information not previously known to those who signed the Commentary or Exception, they shall have the opportunity to amend the original Commentary or Exception.
  - c. In the personnel file, the faculty member's written response (if any) will be affixed in front of the Commentary and/or Exception to which it responds, and the Commentary and any Exceptions will be affixed behind the faculty member's Self-Evaluation Narrative to which they were referenced.

**F. Reappointment Recommendations**

Confidential DPC recommendations for reappointment of non-tenured faculty members shall be forwarded by the DPC chair to the supervising administrator by the applicable summary evaluation deadline.

**G. Notification of Non-Reappointment**

Deadlines for Notification of Non-Reappointment are as follows:

- First-year faculty: Hired to start in the Spring Semester: No later than 1 week after the last BOT Meeting of the Academic Year (April or May).  
Hired to start in the Fall Semester: No later than 1 week after March BOT Meeting.
- Second-year faculty: No later than 1 week after the March BOT Meeting.
- Third-year faculty: No later than 1 week after the February BOT Meeting.
- Fourth and Fifth-year faculty: No later than 1 week after the January BOT Meeting.

**ARTICLE VIII – PROMOTION IN ACADEMIC RANK**

**A. Promotion in Academic Rank**

Academic rank is a measure of recognizing the accomplishments of faculty members. The judgment of the relative merit of candidates for promotion must be guided by certain criteria in addition to minimum eligibility requirements, article VIII B:

1. Quality of teaching, teaching must not be regarded as confined to the classroom; it extends to advisement, formal and informal.
2. Contribution to the division
3. Contribution to the College
4. Professional growth

Promotion is not automatic, but if granted, becomes effective in current summer session.

**B. Minimum Eligibility Requirements for Promotion**

Rank	Number of Years as Fulltime Faculty at MCCC	Date of Eligibility
Instructor → Assistant Professor	5 years at rank of Instructor	Refer to Article VIII, Section D.
Assistant → Associate Professor	5 years at the rank of Assistant Professor	May apply within their 5th year as an Assistant Professor.
Associate → Professor	5 years at the rank of Associate Professor. Minimum of a Master's degree	May apply within their 5th year as an Associate Professor.

Full time faculty hired prior to November 1, 2009 have the option of using the minimum eligibility requirements for promotion detailed in the 2006-2009 Faculty Association contract, incorporated into this Agreement as Appendix B.

**C. Division Personnel Committee Recommendation**

1. By November 15, all faculty members who intend to apply for promotion shall notify their division Dean or DPC chair, to allow timely visit and summary evaluations to be completed in advance of promotion review.
2. By January 15, all members of a division who believe themselves eligible for promotion and wish to be considered should so inform the division Dean by completing a Faculty Promotion Application. This will be forwarded to the DPC.
3. By February 1, of each year, each DPC shall review the application forms and the personnel records of all faculty members who have applied to determine those who meet the minimum eligibility requirements for promotion.
4. This Committee shall evaluate the members of the division. Formal recommendations for promotion shall be made by majority vote of the whole committee. The committee's recommendation shall be forwarded to the Vice President for Academic Affairs by March 15.
5. Members of the Division Personnel Committee shall not participate in judgment of their own or a relative's promotion.
6. The division Dean shall inform applicants as to the status of their promotion application by March 15.
7. Faculty members are responsible for insuring that their individual personnel file includes all pertinent documents that may have a bearing on their promotion.

**D. Promotion Upon Earning Tenure**

Any Faculty member with the rank of Instructor who earns tenure as provided in Article XVII shall at the same time and without further review be promoted to the rank of Assistant Professor. Faculty awarded tenure are expected to have the Masters or Doctorate degree.

## ARTICLE IX – SALARY

**A. Salary Guides - 10-Month Faculty See Appendix A**

**B. Salary - other (see Article XII Section A)**

Twelve-month Option I: 115% of the individual's ten-month base.

Twelve-month Option II: 120% of the individual's ten-month base.

Ten-month extended option: the individual's ten-month base increased by an amount computed on the basis of the specified number of additional (usually, summer) days, at the rate of a 10% adjustment per 16.2 additional days.

**C. Base Salary Increases:**

Year	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	Total 20 lateral moves
Number of Moves	3 lateral moves	5 lateral moves	4 lateral moves	4 lateral moves	4 lateral moves	

**\*One Time Payment for Blackboard Ultra Training:**

One-time payment for performing work to update Blackboard Shells to Blackboard Ultra based on Administration requirement that will be made to faculty in the Fall semester of 2025 if the work is completed prior to the fall semester. This is a one-time stipend of \$1,000 for each full- time faculty member in recognition of completing said work. Details on the work are as follows: All courses, course sections and master course shells will have active Blackboard Ultra course shells with the Syllabus, Gradebook, and Attendance in use and clearly defined for student use.

**\*\*Retroactive Pay:**

Faculty will receive retroactive pay starting with the 2024 Summer Session, which shall include the new rates for overload.

**D. Overload and summer Teaching**

Compensation for overload and summer teaching will be based on semester contact hours. The overload rate for all ranks shall be as follows:

- **Effective Summer 2024:** \$1,225
- **Effective Summer 2025:** \$1,260
- **Effective Summer 2026:** \$1,300
- **Effective Summer 2027:** \$1,340
- **Effective Summer 2028:** \$1,380

With prior supervisor approval, overload contact hours earned during a semester or during the winter/summer sessions may be banked to be used to help a faculty member make load. Banked contact hours cannot be used as overload payments. The ratio of banked hours to leave time is 2:2. The maximum amount of banked time for any individual faculty member may not exceed the contact hours of teaching two classes within their discipline.

**E. Retired faculty members returning to teach on a part-time basis may receive payment of up to six (6) contact hours per semester at the prevailing overload rate.**

**F. Non-Credit Compensation**

Compensation for teaching assignments in non-credit training programs which are fully equivalent to credit instruction in the faculty member's discipline will be compensated on the same basis as credit instruction.

Compensation for voluntarily teaching in non-credit, community service or children's programs will be at a rate determined by prior individual agreement with the responsible office.

**G. Teaching faculty members shall receive forty (\$40) dollars per semester contact hour in addition to their normal compensation for all semester contact hours which they physically conduct in correctional institutions inside Mercer County (including Garden State Youth Correctional Facility). For all semester contact hours physically conducted in out-of-county correctional institutions, workload shall be computed at the rate of one-and-one-quarter (1 1/4) semester contact hours per semester contact hour taught.**

**H. Promotion**

1. A faculty member who is promoted to a higher rank as of the start of any academic year will have their salary level adjusted as of the start of that year as follows:
  - a. Within the salary scale for the year prior to the year in which the promotion becomes effective, the individual will be moved to the cell for the new rank which is equal in value to but not less than the cell the individual occupied at the previous rank.
  - b. The across-the-board increase for the new year shall then be applied in the same manner as for other individuals in that cell.
  - c. The salary will then be adjusted by an upward movement of one step.

- I. Faculty members employed after January 1 in any academic year will receive only fifty percent (50%) of the increase for that academic year. However, upon recommendation of the President, they may receive the full increase.
- J. The Board reserves the right, at the recommendation of the President, to grant individual faculty members increases which exceed those indicated above providing these increases do not cause the faculty member's salary to exceed the maximum for their rank.
- K. The increase indicated above will be granted only upon evaluation of satisfactory service.
- L. In the event an instructor accepts an assignment which affects the number of contact hours or student contact hours, it shall be at their discretion to select which course and/or section shall be used for purposes of computing overload.
- M. No faculty member shall be required to assume all or part of another faculty member's workload without full compensation. Such compensation shall be computed at the overload rate.
- N. Faculty members performing non-teaching duties on an overload basis (extended contract) shall be compensated on a prorated basis of 10% for 16.2 working days of service. If this service is performed prior to the start of the fall semester, the salary base shall be the one in effect the prior year.
- O. Faculty members who have completed five (5) or more years of continuous service, will receive longevity payments according to the following schedule, effective July 1, 2025:

Five years:	\$800.00	Twenty years:	\$3,000.00
Ten years:	\$1,500.00	Twenty-five years:	\$3,400.00
Fifteen years:	\$2,000.00	Thirty years:	\$4,000.00

Longevity payments are applied the first day of the full pay period following the anniversary of hire. Any such payment shall not be restricted by the maximum in the salary range and shall be included for pension purposes. Furthermore, longevity payments are not permanently added to a faculty's base salary but rather are applied as a separate amount annually.

**P. Salary Payment**

All faculty shall be paid on a 12 month pay schedule.

**Q. Adjustments for Professional Growth**

1. Faculty members who are certified by the Vice President for Academic Affairs as having completed any of the following milestones in an approved graduate program shall receive an increase in base salary, effective with the start of the following academic year of one lateral step within the salary scale for their rank:
  - Completion of 15 credits (or equivalent as determined by the College) toward a second master's degree
  - Completion of a second master's degree
  - Completion of 15 credits (or equivalent as determined by the College) toward a doctorate
  - Achievement of A.B.D. status (or equivalent as determined by the College) toward a doctorate
  - Completion of a doctorate
2. This provision is not retroactive. It applies to credits taken, A.B.D. status achieved or degrees completed after June 30, 2003.
3. This provision pertains to graduate programs culminating in degrees within a field or related field directly pertinent to the subject matter for which the faculty member was engaged to instruct.

## **ARTICLE X – FRINGE BENEFITS AND INSURANCE**

**A. Pensions**

Retirement plans for all full-time faculty are provided by law in the following manner:

1. Under statute, all newly-appointed faculty with academic rank must, if they are not members of the Public Employees Retirement Systems (PERS), enroll in the Alternate Benefit Program (ABP).
2. Under no circumstances may any new faculty member who is a member of TPAF continue membership in TPAF unless the new faculty member is transferring existing membership from one New Jersey county college to another.
3. All newly-appointed faculty with academic rank who are active members of PERS when appointed have an option to remain in PERS or to participate in ABP.

**B. Insurance**

Employees shall contribute on Tier 4 of Chapter 78 P.L. 2011 for the life of this agreement; however, if State law changes regarding the amount of employee contributions towards health benefits, the parties agree to a re-opener on health care benefits only.

1. All faculty participating in Alternate Benefit Program (ABP), the Public Employees' Retirement System (PERS) and the Teachers' Pension and Annuity Fund (TPAF) pension plans shall be entitled to life insurance benefits in accordance with the respective ABP, TPAF, and PERS plans.
2. The Board will pay the premium for full coverage, for the faculty member and the faculty member's eligible dependents, under the basic Blue Cross/Prudential programs provided through the N.J. State Health Benefits Program (or an equal amount towards an approved HMO program).
3. The Board will also pay the premiums for Major Medical coverage for both the faculty member and said

member's eligible dependents who are covered under the basic Blue Cross/Prudential plan. After June 30, 1998, the Board reserves the right, after consultation with the Association, to provide equivalent health benefits through a different contract, either with the same vendor or another. Eligible dependents shall include domestic partners as defined under the laws of the State of New Jersey.

4. Life insurance coverage under ABP, TPAF and PERS will be continued for a one- year period if an unpaid leave is granted to fulfill the residency requirement for an advanced degree or for parental leave. The insurance coverage is continued for a two- year period if an unpaid leave is granted for illness.

**C. Dental Insurance Plan**

The Board shall continue to provide a dental care program for eligible faculty members and their eligible dependents. All increases in premium during this contract shall be paid by the Board. Eligible dependents shall include domestic partners as defined under the laws of the State of New Jersey.

**D. Tuition Remission**

Faculty members, retired faculty members, their spouses, domestic partners, and dependent children may attend Mercer County Community College courses for credit without payment of tuition and fees. However, these individuals are responsible for extraordinary fees (flight training, etc.) as paid by other students enrolled at the College. Faculty members, their spouses, domestic partners, and dependent children shall be subject to the same rules and regulations as apply to regular students of the College. Dependent children shall be those defined by the Internal Revenue Code of the United States.

**E. Prescription Drug Program**

The Board will provide faculty members with a Prescription Drug Program. This program shall have a co-payment no greater than that agreed to by the State of New Jersey for its own employees.

**F. Early Retirement**

Upon retirement, each faculty member will receive a payment for a portion of accumulated sick leave according to the following schedule:

Years Employed	% of Sick Leave	Maximum Payment
1 - 19	20%	\$15,000
20 - 24	25%	\$15,000
25+	30%	\$15,000

These payments shall be calculated on a daily rate based on the base annual salary for a 10-month appointment.

**G. Health Insurance at Retirement**

Effective July 1, 1986, the College will provide hospital/medical insurance to eligible retired employees who retire after that date, consistent with the provisions of Chapter 88, Public Law 1974.

**H. Optical Program**

The College will provide faculty members with optical insurance as follows:

1. The coverage shall be prescription eyeglasses or contact lenses - \$300; bifocal - \$400. Included are all full-time employees and their eligible dependents (spouse, domestic partner and unmarried children under 23 years of age who live with the employee in a regular parent/child relationship). The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.
2. Full time employees and eligible dependents, as defined above, shall be eligible for a maximum payment of \$75 for an eye examination by an ophthalmologist or an optometrist.
3. Each eligible employee and dependent may receive only one (1) payment for an eye examination per 12-month period and one payment for glasses or contact lenses per 24-month period. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

**I. Recreation/Fitness**

Faculty members who retire and their spouses and domestic partners will continue to receive a full recreation pass for life. This will include use of the pool and fitness center. If the College eliminates or reduces the scope of the recreation pass, this provision shall be deemed to expire.

**J. Summer Camp**

Effective Summer 2025, and thereafter pursuant to the contract, the children of unit members will be permitted to attend summer camps offered by the College at no cost to the Unit member, provided there is space available and provided there is no additional cost to the college. The children of Unit members will also be permitted to attend Camp College Specialty Camps at a 50% reduced rate to Unit members, provided there is space available and provided there is no additional cost to the College. Unit employees will be required to pay for any before or after care fees, if such services are desired, as well as any hard costs associated with the class i.e. textbooks, necessary equipment, etc..

**K. Support for Working Professionals:**

Each faculty member shall be **reimbursed \$720 on a yearly basis** for the following items which have been identified as necessary to maintain the academic standards of their disciplines and to help support student success

- This benefit can be used for professional development opportunities, for attending conferences, or services used in relation to their job, for obtaining/maintaining professional licenses and certificates related to their

disciplines, for personal liability insurance, and training seminars that are required to maintain the accreditation standards of their program. In addition, this benefit can also be used towards student loan payments.

- In order to receive reimbursement, the faculty member must provide a receipt and documentation of participating in the activities listed above.
- For any item that requires travel, faculty members must abide by standard college travel policies

## **ARTICLE XI – FACULTY FACILITIES**

- A. An attempt will be made to continue to provide two-person offices for teaching faculty members housed in college buildings.
- B. All attempts will be made to provide each faculty member with a telephone, computer, and email account.
- C. Staff lounges will be provided in the LA, MS, BS, ET, AD and LB buildings.
- D. Conference rooms will be provided in major academic buildings.
- E. Parking at the main campus shall be provided at no cost for faculty members. Free access will be provided to both East and West staff parking lots. In the event that this policy of free access proves unworkable, the problem shall be resolved according to the provisions of Article II Section G. In addition, the Board will provide free parking space at all other locations at which instruction takes place on a regular basis.
- F. A staff dining room will be maintained on the West Windsor Campus.

## **ARTICLE XII – FACULTY WORKLOAD**

- A. The academic year (ten months) includes no more than five (5) working days prior to the beginning of the fall and spring semesters. During those five (5) working days, Article XII, A.2 of the Mercer County Community College Faculty Association Agreement applies. Faculty members shall not be required to provide services for more than one hundred sixty-two (162) days scheduled within thirty-five (35) different calendar weeks. Periods that faculty members are not required to provide services shall include official college holidays and scheduled spring and winter recesses, and at least the first five (5) weekdays after the New Year's Day holiday, except for the following two restrictions:
  - 1. If it is necessary to staff various areas during periods other than those allowed above, the faculty members so required shall, at their option, receive prorated pay or compensatory time.
  - 2. If it is necessary to schedule fall classes or final examinations in early January, faculty members thereby affected shall receive compensatory time scheduled with the approval of the division Dean.

All faculty members shall work the normal ten-month work year unless one of the following options is authorized by the President and agreed to by the faculty member:

### Twelve-Month Faculty Members

Twelve-month faculty members receiving salary based on Option I or Option II [Article IX Section B] shall work a schedule described in C. below.

### Faculty Members on Ten-Month Extended Option

A Ten-Month Extended option may be provided for some faculty members who provide non-teaching services for a portion of the summer. In such cases, the number of seven-hour work days by which the individual's work year is extended shall be specified and documented in an individual agreement.

Faculty members assigned a non-teaching assignment may be required to provide a report outlining the work they accomplished at the end of each semester.

Consistent with the provisions of Article VII Section D, each teaching faculty member shall participate in individual, divisional or college-wide activities relating to professional objectives or development during the work year when classes are not in session.

Faculty members may work at times other than those generally scheduled provided that it is mutually agreeable. The division Dean may authorize arrangements for compensatory days that slightly modify the standard work year schedule, and the Vice President for Academic Affairs may authorize major adjustments (for example, teaching one's full annual workload in an atypical combination of semesters or sessions).

- B. Faculty members shall be required to attend commencement ceremonies.
- C. Formal semester contact instructional hours constituting normal load for teaching faculty members are as indicated below for the ten-month academic year:
  - 1. 30 hours per year (15 per semester) with the option, if mutually agreeable to both faculty member and division Dean to reduce/increase the workload by one course in either semester.
  - 2. In view of the unusually large and important faculty responsibility for reviewing student writing assignments in English Composition (including all levels and Technical Writing) and Journalism courses, a full normal load shall be 12 semester contact hours. Such a 12-hour normal load may include up to up to one (1) course (no more than four (4) hours) in related writing-intensive courses such as Literature and/or Journalism (and/or others subject to the approval of the Vice President for Academic Affairs). However, any faculty member who has such a 12-hour normal load shall be limited to six (6) semester contact hours of overload during the fall and spring semesters.
  - 3. Notwithstanding #1 and #2 above, each full-time faculty member's workload must contain a minimum of

480 student contact hours per academic year. Exceptions to this shall be made due to reasons of licensure requirements, laboratory stations or on a case-by-case basis. This requirement shall be prorated for faculty members whose workload is reduced by non-teaching responsibilities.

**Mentor Program:** Full time faculty who mentor new faculty will receive one (1) contact hour per semester for the first academic year. The full-time faculty mentor would be responsible for fully orienting new faculty members, including completion of an orientation checklist. The selection of mentors will be recommended by their DPC and approved by their Division Dean or appropriate supervisor before being assigned a mentee.

- D. Assignment for each twelve-month faculty member during the extended contract period is developed by mutual agreement between the faculty member and their Dean. [Where there is no mutual agreement, the Vice President for Academic Affairs will adjudicate, after consultation with the President of the Faculty Association (or designee).]
- If a twelve-month faculty member's assignment during the extended contract period is for non-teaching responsibilities, the schedule during the extended period (which is normally the period between academic years, but may also include days in early January) is designed by mutual agreement with the responsible Dean to provide optimum coverage of assigned duties on a year-round basis. This extended schedule shall include a combination of full and partial workdays equivalent to not more than 30 full workdays (Option I) or 40 full workdays (Option II).
  - If a twelve-month teaching faculty member's assignment during the extended contract period is solely for teaching (i.e., with no significant non-teaching responsibilities beyond those normally associated with teaching), the normal load teaching requirement associated with the extended contract period will be 4.5 contact hours for Option I or 6.0 contact hours for Option II.
  - If a twelve-month teaching faculty member's assignment during the extended contract period is for a combination of teaching and non-teaching responsibilities, the amount of normal load teaching will be prorated to complement the non-teaching responsibility:

12-month faculty member's assignment during the extended period	Workload - Option I		Workload - Option II	
	Teaching	Non-teaching (7-hour days or equivalent)	Teaching	Non-teaching (7-hour days or equivalent)
No Teaching		30 days		40 days
Combination (1/3 teaching)	1.50 sem hrs	20 days	2.00 sem hrs	26.7 days
Combination (1/2 teaching)	2.25 sem hrs	15 days	3.00 sem hrs	20 days
Combination (2/3 teaching)	3.00 sem hrs	10 days	4.00 sem hrs	13.3 days
Solely (100%) teaching	4.50 sem hrs	-	6.00 sem hrs	-

- E. Semester contact hours shall include any regularly scheduled instructional activity (laboratory, classroom, lecture, shop, studio, learning lab, etc.). Semester contact hour equivalents for selected non-traditional instructional assignments shall be as follows:
1. **Small Group Instruction**—For instruction assignments in which enrollment is not sufficient to warrant typical load designation, 1/10 of the normal load credit per student.
  2. **Internships or Independent Study**—For the supervision and assessment of student learning outcomes during internships or independent study, 1/15 the normal load credit per student for the course for which the student is seeking credit.
  3. **Online courses** —
    - a. For up to 24 students in a section, semester contact hour workload credit equal to the normal semester contact hours for the course. For additional students beyond 24 enrolled, 1/24<sup>th</sup> of load credit for the course.
    - b. For the extraordinary preparation required for a faculty member's initial assignment to teach an approved online course (or a course in which some of the traditional instructional hours are replaced by an online component), the faculty member shall receive additional workload credit based upon the number of online course contact hours as follows:

	Faculty member teaching online for the first time	Faculty member who has previously taught online
Original course material	1.00 x the number of online course contact hours	0.75 x the number of online course contact hours
Adaptation of publisher-designed course material or course designed by another faculty member	0.75 x the number of online course contact hours	0.50 x the number of online course contact hours

- c. All compensated course development shall be completed within guidelines and standards approved by the Vice President for Academic Affairs.
- d. By accepting the workload credit in D.4.b. above, the faculty member agrees that the materials developed shall be jointly-owned by the individual and the Board, as defined in Article XV. A faculty member may, by developing and offering original course materials without receiving the above workload credit, retain individual ownership of those materials.
- e. A faculty member experienced with online teaching may, with the approval of the Vice President for Academic Affairs, receive up to one (1) semester hour of workload credit for mentoring a faculty colleague

during the semester in which that colleague is teaching online for the first time. Mentoring responsibilities include consulting with the colleague on a regular basis, monitoring and providing constructive feedback on the entire teaching and learning process, assisting the colleague and requesting technical support as needed, and advising the colleague about available training and other opportunities to enhance performance.

4. **Cooperative Education/Field Experience Supervision**– 1 semester contact hour per 20 semester student work days.
5. **Allied Health (other than Nursing) Clinical Supervision**
  - a. Clinical Supervision:
    - First 5 students in a course 1 semester contact hour per 5 semester student work days
    - Next 5 students in the course 1 semester contact hour per 10 semester student work days
    - Additional students 1 semester contact hour per 15 semester student work days
  - b. Competency-based Student Assessment – formally scheduled and documented time spent in competency-based assessment of individual student mastery of required skills shall be given workload credit on the basis of one semester hour per 35 hours above and beyond the normal expectations for instruction and student evaluation in the course. The basis for the computation applicable to each such course is to be jointly developed by the faculty member, program coordinator and the Dean, subject to approval by the Vice President for Academic Affairs.

*For Small Group Instruction (combined enrollment less than 15 students), the above shall be prorated according to actual enrollment. For each of the above (1. through 5.), fractional prorating of hours will occur as required (e.g., for SGI: 21 student contact hours = 1.4 semester contact hours).*

- F. Teaching faculty members will schedule (exclusive of activity periods) four (4) student conference office hours per week in a format and modality that allows faculty to make themselves available to as many of their students as possible. To assist with this availability, faculty can schedule at most two hours per week as by appointment only. Also, the option of holding all office hours virtually is only allowed with the division dean's approval. The scheduled hours and their modality will be submitted to the division dean, described in course syllabus, and posted for students to see. Faculty members teaching in the summer session and overloads during the academic year will be available for students one hour per each additional class.
- G. A faculty member assigned a full load shall carry full academic rank and benefits for full load. No faculty member shall be assigned a full teaching load and compensated on the basis of a part-time salary schedule.
- H. Faculty members, assigned responsibility for the supervision of technical assistants, shall receive one hour of semester contact hour credit toward computing normal load for each 9 hours of such supervision. When necessary, this credit shall be calculated in increments of one, (1) Semester Contact Hour (1 full hour of TA supervision merits 1/9 Semester Contact hour credit.)  
A faculty member shall receive compensation for professional supervision of all instructional hours supervised by technical assistants in credit courses, except:
  1. Where bona fide supervision is performed directly by a division Dean, department chairperson, other administrator or adjunct faculty member.
  2. Where supervision responsibility is incorporated into a special workload reduction for program coordination or related purposes.
  3. Where the weekly TA instructional load involves repetitions of similar sections, such that professional supervision is only required for the equivalent of one (1) section or more. This shall not normally apply during the first semester in which a TA is handling a particular course.

#### I. **Adjunct Faculty Liaison**

To ensure consistent content and quality of instruction in courses taught by full-time and adjunct faculty members, full-time faculty members may be designated as Adjunct Faculty Liaisons within a particular course or courses, by mutual agreement with the division Dean and subject to the approval of the Vice President for Academic Affairs.

##### **Adjunct Faculty Liaison responsibility includes:**

- assisting in the screening and selection of prospective adjunct faculty members;
- orienting and updating the adjunct faculty member as to course learning objectives, requirements, available resources and instructor responsibilities;
- assisting the adjunct faculty member as needed; and
- conducting classroom evaluation visits to the adjunct faculty member's classes according to the direction of the Dean based upon the provisions of the Adjunct Faculty contract or other applicable college policies.

To the extent reasonable, adjunct faculty liaison assignments shall be above and beyond the faculty member's full normal teaching load. A faculty member serving as an adjunct faculty liaison shall receive workload credit as follows:

	Single Section	Multiple Sections
For each adjunct faculty member who is teaching a course	0.15 semester hr	0.25 semester hr

"Adjunct faculty," as used in this section, refers to any person other than a full-time faculty member or full-time or part-time technical assistants, and may specifically include members of the professional and administrative staff who do not possess faculty rank and tenure.

- J.** Faculty members shall be consulted as to teaching schedules and work assignments prior to such assignments. Generally, faculty members shall be informed of the courses they are required to teach in the following semester no later than one month prior to the semester.
- K.** Faculty members will not be required to teach continuously for more than three consecutive lecture hours or 4.5 consecutive contact hours **with the exception of a clinical assignment, consistent with professional or industry practice.**
- L.** A faculty member shall not be required to teach before 9:00 a.m. on a day following one in which that individual taught a class commencing after 6:00 p.m. **with the exception of a clinical assignment, consistent with professional or industry practice.** Moreover, the faculty member shall not be required to teach a class continuing beyond 6:00 p.m. on a day in which that individual is assigned a class that begins before 9:00 a.m. **with the exception of a clinical assignment, consistent with professional or industry practice.**
- M.** No faculty member shall be required to teach more than one evening course per semester nor be required to perform duties on weekends. If a required evening course meets on two evenings per week, every effort will be made to provide the faculty member, should that individual so request, a schedule in the next ensuing semester which involves no evening classes. **This subsection L shall not apply to clinical coursework, consistent with clinical or industry practice.**
- N.** All faculty members must work a full normal load, even if an overload (compensated for at the overload rate) is mandated to achieve this normal load. Under exceptional circumstances in order to provide full employment for a faculty member where otherwise it would not exist, the normal load concept will override other provisions of this article.
- Should an under-load still be necessary, the balance of the workload shall be made up either in the next ensuing semester or through a pertinent professional non-teaching assignment. Provisions L and M of this article may be waived for a portion of a faculty member's semester teaching assignment that is six weeks or less in length, if determined by the Vice President for Academic Affairs to be equitable and necessary, with rationale communicated in writing to the faculty member and the President of the Association.
- O. Under no circumstances will a faculty member be required to:**
1. Accept any assignment for which that faculty member is not academically prepared.
  2. Teach in correctional institutions.
  3. Teach on a Small Group Instruction Basis.
  4. Supervise Independent Study.
- P. Teaching Faculty**
- Overload and summer course teaching assignments shall be offered to faculty members after normal load assignments for full-time staff have been met, and before assignments are offered to adjunct faculty/staff. Request for overload or summer assignments must be submitted prior to the date designated to start adjunct faculty assignments.
- Overload and summer teaching opportunities shall be distributed and/or rotated among interested and qualified faculty members as equally as possible.
- Overload and summer assignments may be denied to a faculty member not in good standing with the Dean. The denial of overload or summer assignment may be appealed to a three-member panel made up of two (2) DPC members and one (1) administrator. The decision of the panel may be appealed to the Vice President of Academic Affairs.
- Faculty members assigned a non-teaching assignment may be required to provide a report outlining the work they accomplished at the end of each semester.
- Q. Overload Restrictions**
1. Full-time faculty members will be limited to a voluntary overload of nine (9) semester contact hours per semester during the fall and spring semesters. Exceptions require the prior approval of the division dean.
  2. During the summer, faculty members are limited to sixteen (16) semester contact hours. Exceptions require the prior approval of the Vice President for Academic Affairs.
- R. Non-Teaching Faculty**
- Non-teaching faculty members shall work a 35-hour week. In semesters in which non-teaching faculty members have teaching assignments during their normal 35 work hours they will receive a reduction in workweek of one (1) hour per teaching contact hour. Summer work, if offered to a faculty member, will be paid on a pro rata basis. The College reserves the exclusive right to define non-teaching assignments for full-time faculty. Any changes in responsibilities shall necessitate a re-negotiation of the contact hours prior to implementation of those changes. These changes should be clearly documented and signed off by both the faculty member and their dean. The scheduling of said extra duty work is the prerogative of the College. However, such scheduling shall only occur after a conference is held between the faculty member and their supervisor.
- S.** Individual faculty members shall not be required to be on campus save when they have assigned responsibilities to perform.
- T.** Faculty members shall be compensated for time spent in each instance of voluntarily conducting professional evaluations of student prior learning for Credit-for-Experience and Credit-by-Examination. Compensation shall be at the rate of \$25 per hour prorated as appropriate. Time involvement is subject to prior agreement between the

individual and the designated administrator.

For evaluations conducted by a faculty committee, payment shall be computed according to the equivalent involvement for a single individual and distributed appropriately.

Opportunities for conducting evaluations shall be distributed on a rotation basis among qualified volunteer faculty members. If no one volunteers, the responsibility shall fall on the faculty member receiving compensation for administrative duties. In the absence of such an individual or if this individual is not qualified to make such an evaluation, qualified faculty members will be given the assignment on a rotation basis.

- U. Faculty members may request that their normal teaching load be reduced by no more than six (6) semester contact hours with a pro-rated reduction in salary but no loss of fringe benefits. Such requests, if granted, shall be for no more than two (2) academic semesters within a space of five (5) calendar years. Under normal circumstances, such requests should be resubmitted at least sixty (60) days prior to the start of the semester.

V. **Non-Teaching Workload Equivalency**

- The College reserves the exclusive right to define non-teaching assignments for full-time faculty. Any changes in responsibilities shall necessitate a re-negotiation of the contact hours prior to implementation of these changes. These changes should be clearly documented and signed off by both the faculty member and their dean. The scheduling of said extra duty work is the prerogative of the College. However, such scheduling shall only occur after a conference is held between the faculty member and their supervisor. Faculty members assigned a non-teaching assignment may be required to provide a report outlining the work they accomplished at the end of each semester.
- Non-teaching workload equivalency shall be computed on the basis that a fifteen (15) semester hour teaching load is equivalent to a thirty-five (35) clock-hour professional work week.
- Teaching faculty members who accept a non-teaching assignment as part of normal load shall receive one semester hour of workload credit for each thirty-five (35) clock-hours of professional work devoted to the non-teaching assignment.
- In recognition of the reduced time commitment that is normally required to teach additional sections of a course, a teaching faculty member who accepts a non-teaching assignment in addition to a full normal teaching load shall receive one semester hour of overload credit for each twenty-five (25) clock-hours of professional work devoted to the non-teaching assignment.

- W. Faculty members can teach more than two online courses in load with permission from their divisional dean.

- X. Club Advisors: Any faculty member who serves as a club advisor will receive compensation as long as their duties are not already being covered through other non-teaching assignments.

## **ARTICLE XIII – LEAVE**

A. **General Provisions**

1. Whenever possible, all applications for leave shall be submitted in writing sufficiently in advance of desired effective dates to provide for processing. Exceptions to this provision may be made in case of illness, death, or national, state or local emergencies. Applications must fully explain purpose and duration of leave and include appropriate substantiation.
2. At the conclusion of any leave granted to a faculty member, the faculty member shall be reinstated to a position equivalent to that held prior to taking the leave, with at least the same salary at which the faculty member left. Upon request, prior to the leave, the faculty member may receive clarification of salary adjustment criteria to be applied at its conclusion.
3. A faculty member returning from leave may be required to take a physical examination at the College's expense.
4. All leave of absence provisions provided by the Teacher's Pension and Annuity Fund, the Public Employee's Retirement System, and the Alternate Benefit Program (ABP) shall be interpreted from the rules and regulations of same.

B. **Paid Leave**

1. **Sick Leave:**

- a. Sick leave is occasioned by the absence of an individual from duty because of illness, accident or exposure to contagious disease.
- b. Sick leave shall be earned at the rate of one day for each full-time calendar month of employment completed by the individual in accordance with the individual's particular contract. Unused sick leave shall be cumulative.
- c. Any absences in excess of the cumulative sick leave accrued to an individual and not covered by the sick leave bank shall be taken without pay.
- d. Accumulation of sick leave shall begin as of the first of any month in which an employee is appointed to a position on the professional staff. Service prior to July 1, 1967, on the professional staff of Trenton Junior College may be taken into account in such computation at the rate of five (5) calendar days for each year of said prior service, up to the maximum of fifty (50) calendar days.
- e. Sick leave shall commence and be recorded from the date of first absence from assigned duties. If a faculty member is absent from a portion of his or her assigned duties during a week, sick leave will only be charged for those days on which duties were assigned. If a teaching faculty member is absent from six (6) or more class hours in a day, two days of sick leave shall be charged. If the faculty member is absent from all assigned duties during a week, five (5) sick days shall be charged.
- f. Within a semester, upon request of the faculty member, sick, personal, and bereavement leave shall be

applicable to overload as well as normal load assignments. Sick leave will be charged in excess of five (5) days per full week of absence according to the amount of overload involved, at the rate of one (1) extra day per three (3) class hours of overload.

- g. Upon request of the faculty member who becomes ill or injured during a semester or summer session, sick leave shall be applicable to summer teaching or non-teaching assignments. Sick leave will be charged at the rate of one (1) day per three (3) class hours for summer teaching, and on a day-for-day basis for non-teaching assignments. Such use of sick leave may be denied if the faculty member accepts a summer assignment which the faculty member knowingly will not be able to complete.
- h. If the conditions warrant it, the appropriate dean may require faculty members who are absent to submit proof of illness.
- i. If it is apparent to the President of the College that a faculty member's performance is seriously impeded by a health problem, the Board may require that the faculty member be examined at Board expense. The results of this exam may be used by the Board as the basis for placing the faculty member on sick leave status.
- j. When any absence because of illness exceeds one (1) calendar month, or if an individual wishes to return from having been placed on sick leave by the Board, the individual must present a statement from the individual's physician explaining the nature of the illness and certifying that the individual is able to return to work. The Board may also require an examination by a physician in its employ or appointed by it, who shall certify that the individual is able to return to work. In cases where there is a conflict of opinion, a third physician, acceptable to the individual and to the President of the College, shall be called in and the third physician's judgment shall be accepted as conclusive. If the individual is judged unable to return to work and has exhausted all personal sick leave and the sick leave bank benefits, the individual shall automatically be granted an unpaid leave of absence for the balance of the current academic year.

**2. Worker's Compensation:**

A faculty member who is disabled by injury incurred in the performance of their duty will be covered by Worker's Compensation Insurance in accordance with New Jersey statutes. No sick leave days shall be charged against the employee under these circumstances.

**3. Sabbatical Leave:**

- a. Sabbatical leave supports the professional development of faculty members for the mutual benefit of the College and the individual and may be granted after the completion of any period of six (6) continuous years of service at Mercer County Community College, exclusive of non-sabbatical leaves and since the termination of any previous sabbatical leave. Prior full-time service with Trenton Junior College shall be credited for the purpose of sabbatical leave.
- b. Application for sabbatical leave shall be via the form provided by the Board. This form will provide for statement of proposed activities, projected benefits to the individual and the College, and proposed evaluation guidelines. Leave may be requested for either one-half academic year at up to full salary or one (1) full academic year at up to one-half salary. Where circumstances warrant, leave may instead be requested for two (2) consecutive academic years at one-half normal workload and up to three-quarter salary. Application for such leave for any academic year shall be filed with the College President not later than January 1st of the preceding academic year.
- c. Sabbatical leaves are not for the purpose of offering opportunity for income or for rendering services for compensation in another enterprise or institution. However, this condition does not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar funds for accomplishing the stated purposes of such leaves, provided the applicant shall fully reveal same in his or her application for sabbatical leave.
- d. The recipient of a sabbatical leave retains use of office space and rights of regular employment (such as but not limited to pension, medical insurance and tenure, within the applicable regulations governing same) as if employment has been uninterrupted. In addition, they are not obligated to attend college, division, or departmental meetings unless they occur before or after their sabbatical leave.
- e. Faculty members granted sabbatical leaves are expected to return to their duties in the College for at least two (2) years. If a faculty member does not return to the service of the College, the entire compensation of the sabbatical leave period must be returned to the College.
- f. Upon returning to the College after a sabbatical leave, a full and complete report covering the use of said leave shall be presented to the President.

**4. Pre-Retirement Sabbatical Leave**

- Each faculty member with twenty-five (25) years or more of full-time service at the College will be allowed to submit for a pre-retirement sabbatical. Faculty members must submit in writing to Human Resources by June 30th of the previous academic calendar to voluntarily elect to participate in a terminal sabbatical followed by voluntary separation from full-time employment with the college. Faculty members have the following choices when it comes to their terminal sabbatical:
  - A) No teaching load for one-half year at full (100%) salary.
  - B) Half of their teaching load for one academic year at full (100%) salary.
- Each faculty member's teaching schedule must be pre-approved by their chair, dean, and vice president.
- Administration can modify the retirement sabbatical to the benefit of the faculty member with mutual agreement.

- Faculty member must be in good standing.
- If a faculty member receives this benefit, they are not eligible for overload during this time period.

5. **Externship Leave:**

- Externship leave for employment may be granted to those faculty whose professional competence, teaching ability and value to the College would be enhanced by the practical experience.
- Such leave may be granted for either one-half academic year at up to full salary or one full academic year at up to one-half salary. Should the faculty member receive a stipend or pay from the externship employer, the College's contribution shall not raise the total appropriation to an amount in excess of the individual's basic annual salary at the College.
- Interested faculty must apply at least six (6) months prior to the desired beginning date to the Vice President for Academic Affairs via a form provided by the Board. This form will provide for a statement of proposed activities, projected benefits to the individual and the College, and proposed evaluation guidelines. The Vice President shall review the application and forward a recommendation to the President.
- If for any reason, the participation of a faculty member in an externship program is discontinued during the period of the approved leave, the faculty member shall notify the College and is obligated to return to such full-time professional duties as may be assigned by the College.
- The recipient of an externship leave retains the right of regular employment (such as, but not limited to, pension, medical insurance and tenure, within the applicable regulations governing same) as if employment has been uninterrupted.
- A faculty member who is granted an externship leave is expected to return to the faculty member's duties at the College for at least two (2) years. If the faculty member does not return to the services of the College, the entire compensation of the leave period must be returned to the College.
- Upon returning from leave, a report covering the activities and assessing the experiences according to the proposal for the leave shall be presented to the President.

6. **Bereavement Leave:**

The College will permit a faculty member time off, with pay, to attend to matters related to the death of a member of the immediate family. The immediate family and the number of days allowed for each are as follows:

- |  |               |
|--|---------------|
| o Brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or grandchild | <b>3 days</b> |
| o Brother-in-law, sister-in-law, aunt, uncle, niece, nephew                              | <b>1 day</b>  |
| o Parent, spouse, domestic partner, child, or guardian                                   | <b>5 days</b> |

The division Dean shall be immediately notified whenever such leave is necessary.

7. **Personal/Emergency Leave:**

Absence to respond to personal business or emergencies will be allowed up to three (3) days per academic year. This is non-cumulative. If a teaching faculty member is absent from six (6) or more class hours in a day, two (2) days of personal/emergency leave shall be charged.

C. **Unpaid Leaves of Absence**

1. **Family Leave:**

- A faculty member may apply for a leave of absence, without pay, at least two (2) months prior to the requested commencement of such leave for the birth, adoption and foster care of child by said faculty member. A faculty member who has been granted such a leave, may return to work as soon as they are able. The faculty member's return must coincide with the beginning of a semester or another appropriate time, and the faculty member must notify the Board of their intention to return at least sixty (60) calendar days prior to the effective date. Normally, the faculty shall return not later than one (1) year from the beginning of the semester following that in which the leave commenced. However, the faculty member may apply for an extended leave of up to one (1) additional year.
- A faculty member may apply for a leave of absence without pay, for reasons of health, to care for an immediate family member (spouse, registered domestic partner, child, or parent) with a serious health condition. A leave may be granted to a faculty member for a period of up to one (1) year, renewable for a second year. Upon return from an unpaid leave, the salary shall be at least the same as that which otherwise would have been in effect at the beginning of the leave.

2. **Other Unpaid Leaves:**

The Division Personnel Committee shall review and make recommendations to the President with respect to unpaid leaves of absence for reasons of personal illness, public service, advanced study, enhancement of professional qualifications through work experience, teaching or service at another institution. A leave may be granted to a faculty member for a period of up to one (1) year renewable for a second year. Upon return from an unpaid leave, the salary shall be at least the same as that which otherwise would have been in effect at the beginning of the leave.

D. **Sick Leave Bank**

- The Board will contribute to the sick leave bank one quarter (1/4) day per month (2 1/2 - 3 days per academic year) for each full-time faculty member.
- Total sick leave bank accumulations shall not exceed fifteen hundred (1500) days.
- The Human Resources Office shall maintain a record of contributions and withdrawals from the sick leave bank.

4. A faculty member who has completed at least one continuous year of service with the College may present a claim from the sick bank after all that individual's personal sick leave days are exhausted.
5. Claims may not be made against the bank for illness or injury resulting from a job-connected condition which is being treated under Worker's Compensation claims.
6. Upon presenting a claim to the sick leave bank, the faculty member or the faculty member's designated representative must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when the faculty member will be able to return to normal duties. The Board reserves the right to employ its own licensed physician to render an independent judgment. Claims validated as above will be honored for the total number of days of absence from work at eighty (80) percent of salary for those who have over five (5) years of continuous service, sixty (60) percent of salary for those who have at least three (3) years of continuous service and forty (40) percent of salary for those who have at least one (1) but less than three (3) years of continuous service. No partial days may be claimed.
7. No faculty member may claim more than ninety (90) work days from the bank during a single fiscal year. Nor may a faculty member claim days from the bank during the time when any other disability program (Alternate Benefit Plan, etc.) is in force. Once a faculty member through one illness or a combination of illnesses has used a total of ninety (90) work days during any twelve-month period, that individual is not eligible for further withdrawals from the bank for a period of twelve months of continuous service.
8. Childbearing is considered to be an illness under the terms of this article only during the period in which the faculty member is physically unable to work.

## **ARTICLE XIV – PERSONNEL FILES**

- A. Secure and official faculty personnel files shall be maintained in accordance with the following procedure:**
1. Security shall be understood to mean that file cabinets are locked and that a register be kept to control access to files. Anyone using a file must sign and date the register. Staff members assigned by the Board shall be charged with responsibility for the security of the file.
  2. Administrators must place in the files all available pertinent information indicating competencies, achievements, research, performance or contributions of an academic or professional nature. All such material received from faculty committees, division chairpersons or other responsible sources must be signed and dated by the person(s) originating same and placed in the faculty member's personnel file as soon as possible after origination. Material not conforming to the above criteria with the exception of fringe benefit information shall not be placed in the file.
  3. A copy of all material, placed in the file by anyone other than themselves, will be forwarded to the faculty member within three (3) working days of such placement.
  4. To help insure the integrity of the file, each faculty member shall be given the opportunity to review the contents of their file at their request. The faculty member must sign the register and a staff member shall remain in the area to ensure the security of the file.
  5. Materials assembled prior to employment which constitute a "pre-employment file" shall not be made available to the faculty member. This "pre-employment file" shall include such items as:
    - a. Letters of reference and recommendation
    - b. Placement records which contain references
    - c. Transcripts restricted by the sending institution
  6. No material will be removed from official personnel file without immediately notifying the faculty member in writing.
  7. A representative of the Association may, at the faculty member's request, accompany said person while that person reviews the file.
  8. The faculty member has the right to reply in writing to any document which is placed in the file. This reply shall immediately precede the item to which it is a reply.
  9. If any faculty member objects to an item or items in their personnel file on the basis of inaccuracy or impropriety, they may present the Vice President for Administration and Chief Business Officer with a written request that the item(s) be reviewed for removal (or replacement, as appropriate). This request must contain a detailed explanation of the objection and the desired resolution. The Vice President for Administration and Chief Business Officer will consult with all persons concerned and will provide the faculty member with a final, full and complete, written response within four (4) weeks of receipt of the request. While an item is under review, it shall not be excluded from the file, but a copy of the request for review shall be attached to the document containing the item in question.
  10. Only information in the official Human Resources personnel file may be used for making decisions regarding discipline, reprimand, etc. of a faculty member.

## **ARTICLE XV – PRODUCTION AND USE OF INSTRUCTIONAL MATERIALS**

- A. Principles**
- The Board encourages and desires to support the faculty's efforts to acquire and develop instructional materials which help to improve the teaching/learning process. These principles apply to the development and use of instructional materials:
1. Instructional resource materials are used to advance the basic aims and goals of the course of instruction they are designed to implement.

2. The teaching faculty is free to decide what material is to be presented and how this material may best be assimilated by students, except as limited by Article IV Section D.
3. The teaching faculty members who make use of varied instructional materials and resources must abide by the laws and ethical codes applicable to the use of these materials.
4. Each academic division should regularly review instructional materials to ensure they remain pertinent and applicable to current teaching situations.

**B. Definition of Instructional Materials**

Instructional materials include any of the following:

1. Video and audio recordings.
2. Motion pictures.
3. Slides, transparencies, charts, filmstrips, photographic or similar visual materials, and other graphic materials.
4. Combinations of the above with other materials; e.g., multi-media and other types of instructional packages.
5. Programmed instructional materials, study guides, texts, workbooks, bibliographies, and tests.
6. Computer programs.
7. Three-dimensional materials and exhibits.

**C. Policies**

1. The Board permits all faculty members to copyright in their own names and to possess all rights of sale or other disposition of instructional materials which were developed through individual effort at no cost to the College. (This includes class notes, study guides, textbooks, etc., which may have been designed to support teaching responsibilities at the College. It excludes official course outlines and materials produced during instructional development projects for which workload reductions, overload payments, or supplemental contracts were awarded.)  
The Board retains the right to internal use in college courses (subject to the limitations of Article IV Section D3) of copies of such instructional materials, when these copies have been prepared at College' expense.
2. If the production of specific instructional materials is subject to any stipulation provided by an outside sponsor (i.e., grant or contract), the Board will inform the faculty member(s) involved at the start of the project. Both the Board and the faculty member(s) will be constrained by the stipulation of the sponsor, as expressed in the grant or contract.
3. Faculty members are responsible for conforming to Board policy regarding the use of materials owned by the Board.
4. If the instructional materials were produced as part of a project for which a workload reduction, overload payment or supplemental contract was awarded, the ownership and distribution rights are as follows:
  - a. Prior to the commencement of the project, the Board and the author(s) shall agree on whether the materials will be Faculty-owned, Board-owned or jointly-owned.
  - b. A faculty member, who has been compensated for the creation of a Board-owned online course shell, is not responsible for the subsequent revisions or rewriting of discipline specific elements of said online shell. All of those tasks will be compensated independently of the initial course shell creation with the division dean's approval. The Mercer Online team will further take responsibility for platform updates.
    - For Board-owned materials, the copyright will be held by the Board. The Board will solely determine whether the materials will be published, sold, licensed or otherwise distributed.
    - If the Board desires to publish, sell, license or otherwise distribute the materials, the author(s) will receive a 15% royalty based on the selling or licensing price of the materials.
    - If the Board sells the materials to a commercial publisher, the contract shall provide for payment to the author(s) of at least 50% of the publisher's payments to the Board
  - c. For jointly-owned materials, the copyright will be held jointly by the Board and the author(s). Decisions concerning publication, sale, licensure, or other distribution shall be subject to mutual agreement. If publication, sale, licensure, or other distribution is agreed to by the Board, the author(s) will receive a 10% royalty based on the selling or licensing price of the materials. If the materials are to be sold to a commercial publisher, the contract terms shall be subject to mutual agreement between the Board and the author(s).
5. Faculty-owned online course shell. In the event where an individual faculty develops an approved course shell for use in/as their own course and is not compensated for the development of this shell, this shell will be considered the faculty member's intellectual property and cannot be used without the faculty member's explicit permission. That faculty member is responsible for any revisions necessary for that online course shell. If the Board would like to use the faculty member's online course shell as an Institutional course shell, they may negotiate the joint ownership of that shell. (Joint ownership of instructional materials as stipulated in XII.E.4.d). The board may also negotiate the purchase of all rights to the Faculty-owned online course shell for the equivalent of 3 contact hours at which time, the rules for Board-owned instructional materials (as stipulated in XV.4.c) will be in effect.

## ARTICLE XVI – TRAVEL

- A. Faculty members teaching courses or conducting other *bona fide* college activities as part of their normal load shall be paid at the rate paid by the IRS for the extra mileage attributable to such activity. "Extra mileage" is defined as the mileage over and above the mileage normally driven by the faculty member to and from the faculty member's home to the faculty member's primary work location.
- B. If faculty members are required to travel on authorized college business which may include academic conferences

and professional meetings, they will be reimbursed for their expenses. Authorized use of personal vehicles will be at the rate indicated above.

- C. Requests for travel reimbursement must be submitted within 60 days of the end of the fiscal year in which the travel occurred, or the faculty member shall forfeit the right to reimbursement.
- D. A faculty member is not required to transport students in the faculty member's personal vehicle.
- E. College approval process must be followed.

## **ARTICLE XVII – TENURE**

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

## **ARTICLE XVIII – GRIEVANCE PROCEDURE**

### **A. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. The orderly process hereinafter set forth will be the sole method used for the resolution of grievances.

### **B. Definitions**

#### **1. Grievance:**

A "grievance" is an allegation by a faculty member or the Association that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.

#### **2. Aggrieved Person:**

An "aggrieved person" is the person or persons or the Association making the allegation.

#### **3. Working Day:**

A working day is any weekday (Monday-Friday) of the academic year except for those days when faculty members are not required to be on campus (i.e., official college holidays, Christmas recess, spring recess, etc.). The aggrieved person reserves the right to initiate, in the fall, any grievances which occur after the spring semester.

### **C. Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Any grievance not advanced to the next step by the employee or the employee's representative within the time limit for that step, shall be deemed abandoned. Additionally, failure by the Board to meet the agreed upon time limits shall allow the grievance to automatically proceed to the next step.

### **D. Steps**

#### **1. Informal - Division Dean or Immediate Supervisor:**

A faculty member with a grievance shall first discuss it with the individual's division Dean or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

#### **2. Level One - Vice President for Academic Affairs or Representative:**

If the grievance is not resolved at the informal step, the faculty member or the faculty member's representative may within thirty (30) working days from the date on which the action which is the subject of the grievance took place, or the date when the individual faculty member should have known of its occurrence, submit a written statement of the grievance to the Vice President for Academic Affairs.

This statement of grievance must specify the ground or grounds for the grievance and the remedy requested. If during the processing of the grievance at one level the grievant discovers further violations, misinterpretations, or misapplications of this Agreement which directly relate to the grievance, these may be incorporated through an amended statement of grievance.

The Vice President for Academic Affairs or a designated representative shall conduct a hearing within ten (10) working days of the receipt of the statement of grievance. The Vice President or representative shall respond with a written decision within ten (10) working days of such hearing(s).

#### **3. Level Two - President or Representative**

- a. If the grievance is not resolved at Level One, the faculty member or a representative of the faculty member may file the grievance with the President providing either one does so within ten (10) working days of receipt of the decision at step one.
- b. The President or a representative of the President shall conduct a hearing within ten (10) working days of the receipt of the grievance. The President or representative shall respond in writing to the grievant or the grievant's representative within ten (10) working days of such hearing.
- c. Level Two is the final step to which a grievance related to reappointment, tenure or promotion, or any grievance concerning a matter not included in this Agreement, may be advanced.

#### **4. Level Three – Arbitration:**

- a. If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, that person may within twenty (20) working days after the decision by the President, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-five (25) working days after receipt of the decision rendered at Level Two.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and the

Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

- c. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- d. Decisions of the Arbitrator with respect to grievances based on alleged misapplications, misinterpretations, or violations of Article XII, Faculty Workload, shall be advisory.
- e. Decisions of the Arbitrator with respect to all other grievances (exclusive of D.3.c. and D.4.c. above) shall be binding.

**E. Duties of the Arbitrator**

1. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) working days from the closing day of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted.
2. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall be without power or authority to make any decision which requires the commission of any act which is in violation of law. Further, the arbitrator's powers are limited to deciding whether violations, misapplications or misinterpretations of specific articles of this Agreement have occurred.
3. The arbitrator shall have no power to consider or to rule on any grievance which relates to a matter or matters specified in D.3.c. above.
4. The costs for the service of the arbitrator, including *per diem* expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

**F. Rights of Faculty Members to Representation**

**1. Faculty Member and Association:**

Any aggrieved persons may be represented at all stages of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the Association. When a faculty member is not represented by the Association, the Association shall have the right to be present and to state its views at Levels One, Two and Three of the grievance procedure.

**2. Reprisals:**

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any college employee, representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

**G. Miscellaneous**

**1. Separate Grievance File:**

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

**2. Forms:**

Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the President or a representative of the President and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**3. Meetings and Hearings:**

All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties and their designated or selected representatives, as well as necessary witnesses.

**4. Availability of Information:**

It is agreed that all parties shall be furnished with information (documents and files) in the possession of either party necessary for the processing of any grievance.

**5. Withdrawal of a Grievance:**

An aggrieved person may withdraw the grievance at any level. However, if in the judgment of the Association the grievance affects the welfare of the faculty, the grievance procedure may be continued as a grievance of the Association. The withdrawal of a grievance shall not constitute a precedent which might affect any similar case(s) nor does a decision rendered at any step constitute a precedent which might affect any other case(s).

## **ARTICLE XIX – ACADEMIC FREEDOM**

The Board recognizes that academic freedom is essential to the free search for truth and its exposition. The parties agree to the following provisions relating to academic freedom:

- A. Faculty members are citizens, and members of a learned profession. When they speak, write, or act as citizens, they are free from college censorship and discipline, but they have the obligation to indicate that they are not college representatives unless so authorized, because the public may judge their profession and the College by their words and actions.
- B. Faculty members are free to pursue research and publication, where these activities do not interfere with their responsibilities to the College.
- C. Faculty members are free in the classroom to discuss controversial issues relating to their subject but are obligated

to be aware of their potential influence on the opinions and values of their students and their responsibility for achievement of course objectives.

## **ARTICLE XX - PROFESSIONAL IMPROVEMENT**

- A. When scheduling assignments, the division Dean shall consider the needs and desires of faculty members to further pursue their formal education. Assignments shall accommodate this pursuit provided that other qualified faculty members in the division are available and are not compelled to take unreasonable schedules as a result.
- B. The Board may authorize a faculty member to attend academic conferences, professional meetings, improvement of instruction workshops offered by educational institutions or other organizations designed to increase the faculty member's value to the Board. In such cases, the College will reimburse the faculty member for all expenses incurred.
- C. In addition, the Board may authorize a faculty member to attend, at the faculty member's own expense, other activities related to the individual's role at the College.
- D. Tuition reimbursement of actual tuition costs up to 75% of the Rutgers University applicable tuition rate for courses taken at other higher education institutions shall be available to faculty members as per college procedures. Approval for such reimbursement shall not be unreasonably denied.
  - This provision pertains to graduate programs culminating in degrees within a field or related field directly pertinent to the subject matter for which the faculty member was engaged to instruct.

## **ARTICLE XXI – ADVISEMENT RESPONSIBILITIES**

- A. A teaching faculty member's normal workload includes academic advisement. The Board will attempt to assign student advisees equally to teaching faculty members. Academic advisement consists of offering assistance and advice related to academic matters, including but not limited to academic goals and plans, difficulties with studies, course selection and course withdrawal.
- B. Each teaching faculty member may be assigned as principal academic advisor to a set of assigned students from one or more designated programs. The Board will attempt to assign such advisees equally to teaching faculty members.
- C. Each teaching faculty member also serves as a secondary advisor to all students enrolled in that faculty member's assigned classes and any student or potential students seeking advice related to the courses or programs in one's discipline(s).
- D. The Board accepts the responsibility for providing teaching faculty members with such current student data and policy and procedure information as are necessary for the advisement process. Teaching faculty members accept responsibility for using such data and information properly.
- E. Faculty members will not be held responsible for the decisions made by students after proper advisement has occurred.
- F. During registration periods, faculty members' involvement shall be limited to advising functions related to course selection. During registration in pre-class week, schedules for advising assignments shall be developed by the Division Dean.

## **ARTICLE XXII – REPRESENTATION FEE**

- A. If a faculty member declines to become a member of the Association during any membership year (from September 1 to the following August 31) which is covered by this Agreement, said faculty member will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the *per capita* cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee is set at 85% of the amount of the regular membership dues, initiation fees and assessments charged by the Association as allowed by law.
- C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those faculty members who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each faculty member who is not a member of the Association.
- D. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- E. The Association will notify the Board in writing of any changes in the list provided for in paragraph C. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 30 days after the Board receives said notice.
- F. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 days. The list will include names, titles, and dates of employment for all such employees. This list will also include any change in employment status.
- G. The Association shall indemnify and save the Board harmless from any and all claims, demands, suits, or any other action arising from this Article.

## ARTICLE XXIII -MANAGEMENT RIGHTS

The Association recognizes the Board's rights, duties and authority to manage and control the College pursuant to the authority conferred on it by the State of New Jersey and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the College not limited by this Agreement.

## ARTICLE XXIV – APPLICATION OF PROVISIONS OF AGREEMENT

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and given them full force and effect as Board policy.
- B. Any individual contract between the Board and an individual faculty member heretofore or hereafter executed shall be subject to, and consistent with, the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the Board shall clearly exemplify that there is no discrimination in the training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, political affiliation, marital status, or other aspects of personal lifestyle unrelated to professional responsibilities.
- D. Copies of this Agreement shall be duplicated at the expenses of the Board within thirty (30) days after the Agreement is signed and presented to all faculty now employed or hereafter employed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered letter at the following addresses:

**Deborah E. Preston, President**

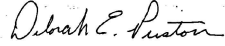
Mercer County Community College  
PO Box 17202  
College Trenton, NJ 08690

**Heather Jennings, President**

MCCC Faculty Association  
Mercer County Community  
PO Box 17202, Trenton, NJ 08690

This Agreement received final ratification from the Mercer County Community College Faculty Association on November 26, 2024, and the Mercer County Community College Board of Trustees on December 18, 2024.

**FOR THE BOARD:**



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Deborah E. Preston, President  
Mercer County Community College

**FOR THE FACULTY ASSOCIATION:**



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Heather Jennings  
MCCC Faculty Association President

**ATTEST:**



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Robert J. Schreyer, PT DPT,  
Vice President of Academic Affairs  
Mercer County Community College

**ATTEST:**



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Matthew J. Kochis, PhD  
Associate Professor of English & Journalism

**APPENDIX A**  
**Faculty Salary Guide: 2024 - 2029**

INSTRUCTOR (Each step is \$650.)						ASSISTANT PROFESSOR (Each step is \$800.)						
	A	B	C	D	E		A	B	C	D	E	
10	89,250	89,900	90,550	91,200	91,850	10	103,500	104,300	105,100	105,900	106,700	10
9	86,000	86,650	87,300	87,950	88,600	9	99,500	100,300	101,100	101,900	102,700	9
8	82,750	83,400	84,050	84,700	85,350	8	95,500	96,300	97,100	97,900	98,700	8
7	79,500	80,150	80,800	81,450	82,100	7	91,500	92,300	93,100	93,900	94,700	7
6	76,250	76,900	77,550	78,200	78,850	6	87,500	88,300	89,100	89,900	90,700	6
5	73,000	73,650	74,300	74,950	75,600	5	83,500	84,300	85,100	85,900	86,700	5
4	69,750	70,400	71,050	71,700	72,350	4	79,500	80,300	81,100	81,900	82,700	4
3	66,500	67,150	67,800	68,450	69,100	3	75,500	76,300	77,100	77,900	78,700	3
2	63,250	63,900	64,550	65,200	65,850	2	71,500	72,300	73,100	73,900	74,700	2
1	60,000	60,650	61,300	61,950	62,600	1	67,500	68,300	69,100	69,900	70,700	1

ASSOCIATE PROFESSOR (Each step is \$1000.)						PROFESSOR (Each step is \$1250.)						
	A	B	C	D	E		A	B	C	D	E	
12	130,000	131,000	132,000	133,000	134,000	12	151,250	152,500	153,750	155,000	156,250	12
11	125,000	126,000	127,000	128,000	129,000	11	145,000	146,250	147,500	148,750	150,000	11
10	120,000	121,000	122,000	123,000	124,000	10	138,750	140,000	141,250	142,500	143,750	10
9	115,000	116,000	117,000	118,000	119,000	9	132,500	133,750	135,000	136,250	137,500	9
8	110,000	111,000	112,000	113,000	114,000	8	126,250	127,500	128,750	130,000	131,250	8
7	105,000	106,000	107,000	108,000	109,000	7	120,000	121,250	122,500	123,750	125,000	7
6	100,000	101,000	102,000	103,000	104,000	6	113,750	115,000	116,250	117,500	118,750	6
5	95,000	96,000	97,000	98,000	99,000	5	107,500	108,750	110,000	111,250	112,500	5
4	90,000	91,000	92,000	93,000	94,000	4	101,250	102,500	103,750	105,000	106,250	4
3	85,000	86,000	87,000	88,000	89,000	3	95,000	96,250	97,500	98,750	100,000	3
2	80,000	81,000	82,000	83,000	84,000	2	88,750	90,000	91,250	92,500	93,750	2
1	75,000	76,000	77,000	78,000	79,000	1	82,500	83,750	85,000	86,250	87,500	1

**APPENDIX B**  
**Optional Minimum Eligibility Requirements for Promotion for Full Time Faculty**  
**Hired Prior to November 1, 2009**

<b><u>Rank</u></b>	<b><u>Academic Preparation</u></b>	<b><u>Experience</u></b>
<b>Instructor</b>	Master's degree or equivalent	None required
<b>Assistant Professor</b>	Master's degree + 15 post-master's credits related to the position or toward a doctorate, or equivalent	Five (5) years of full-time college teaching or equivalent
	Doctorate <u>or</u> Master of Fine Arts degree <u>or</u> Master's degree + 30 post-master's credits related to the position or toward a doctorate, or equivalent	None required
	Nine (9) years of service to MCCC at the rank of Instructor	
<b>Associate Professor</b>	Master's degree + 30 post-master's credits related to the position or toward a doctorate, or equivalent	Seven (7) years of full-time college teaching or equivalent
	Master of Fine Arts degree <u>or</u> Doctorate, or equivalent	Five (5) years of full-time college teaching or equivalent
	Eight (8) years of service to MCCC at the rank of Assistant Professor	
<b>Professor</b>	Doctorate or equivalent	Eight (8) years of full-time college teaching or equivalent
	Six (6) years of service to MCCC at the rank of Associate Professor	

Equivalencies to stated requirements are set forth in Article V of this Agreement.