

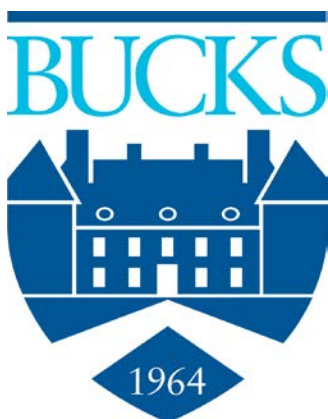
# AGREEMENT

BETWEEN

Bucks County Community College and  
Bucks County Community College  
Federation of Teachers

Local 2238, American Federation of Teachers  
AFL-CIO

2014-2017



Bucks County Community College

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## AGREEMENT

This Agreement is between **BUCKS COUNTY COMMUNITY COLLEGE** (College), through its Board of Trustees (Board) and the **BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS, LOCAL 2238, AFL-CIO** (Federation). Except as noted to the contrary, the terms of this Agreement shall be effective August 15, 2014 – August 14, 2017.

Now, therefore, intending to be legally bound and for the good and valuable consideration, the parties hereto agree as follows:

### *ARTICLE I                      RECOGNITION*

- A.     The Board recognizes the Federation as the sole and exclusive bargaining agent for the following classes of employees:

Professors, Associate Professors, Assistant Professors, Instructors, Learning Resources faculty, Counselors, all part-time credit faculty, including Learning Resources faculty, and Counselors (herein after, “part-time faculty members”), and excluding Department Deans or immediate supervisors, first level supervisors, Management level employees and confidential employees as defined in Act 195.

- B.
1.     The Board agrees to pay full-time faculty annually in 26 equal installments. Faculty have an option of balance of contract with the 20<sup>th</sup> check. The Board agrees to pay part-time faculty salaries in eight equal bi-weekly installments for regular academic semesters.

For modular and summer session courses, the salary will be disbursed in equal installments totaling half the number of weeks the course is scheduled to run. Intersession courses will be compensated in a single paycheck.

2.     Bucks County Community College and the Federation, Local #2238 hereby agree that all fair share non-members of the Federation shall be subject to an agency fee as provided for in Act 84 of 1988 (S.B. 291) and any amendments thereto.

All employees covered by this Agreement who are not members of the Federation commencing with the first workday in the school year or thirty (30) days after initial employment, and continuing during the term of this Agreement, and so long as they remain fair share non-members of the Federation, shall pay to the Federation each month their fair share of the costs of the services rendered by the Federation that are chargeable to fair share non-members under state law.

Such fair share payment by fair share non-members shall be deducted bi-weekly by the College from the earnings of the fair share non-member employees and remitted to the Federation.

The College shall cooperate with the Federation to ascertain the names and addresses of all employee fair share non-members of the Federation from whose earnings the fair share payments shall be deducted.

The Federation shall prepare a notice containing the fair share fee information and advising that any fair share non-member may object to the amount of the fee as allowed by law. The Federation shall indemnify and hold harmless and defend the College, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the College for the purposes of complying with the above provisions of this Article.

3. The Board agrees to deduct annually in twenty-six (26) equal installments from the salaries of full-time faculty members who have a legal and un-revoked written authorization to do so in effect, the regular annual dues of the Federation, and to remit same to the Federation no later than fifteen (15) days after the close of each month that deductions are made, together with a list containing the names of the full-time faculty members from whom the deductions are made and the amount deducted from each. The Federation will forward proper and legal authorization to the College at least thirty (30) days prior to the commencement of said deductions. The specifics of the establishment of a deduction schedule that is different from the schedule presently in use will be by mutual agreement.

The Board agrees to deduct in eight equal bi-weekly installments during the regular academic semesters from the salaries of part-time faculty members who have a legal and unrevoked written authorization to do so in effect, the regular dues of the Federation, and to remit same to the Federation no later than fifteen (15) days after the close of each month that deductions are made, together with a list containing the names of the faculty members from whom the deductions are made and the amount deducted from each. The Federation will forward to the College on or before August 8 and January 8 of each academic year a list of the names of the part-time faculty members whose dues are to be deducted with the proper and legal authorization. Any change in the deduction schedule must be approved by the parties and reduced to writing.

4. Each faculty member, who on the effective date of this Agreement, is a member of the Federation or who thereafter becomes a member shall as a condition of employment maintain his/her membership in the Federation

provided that such faculty member may resign from the Federation during a period of fifteen (15) days prior to the expiration of this Agreement or any renewal or extension thereof by notifying both the Board and Federation, by certified mail, of his/her desire to terminate his/her membership. The payment of dues while a member shall be the only Federation requisite employment condition.

5. The Federation hereby agrees to indemnify the College and hold the College harmless for any claim or demand which may be made against the College arising out of the collection and submission of dues which it has remitted to the Federation. The Federation assumes the liability for the dues deduction authorization and the College shall be indemnified and held harmless for actions or claims concerning such authorization.
- C. The President of the College or his/her designated representative and the representatives of the Federation will meet at least once a month unless waived by both parties for the purpose of discussing matters of educational policy and other matters of mutual concern to either party as well as matters relating to the implementation of the Agreement. At least one week in advance of the scheduled meeting the Federation will submit a proposed agenda of matters it desires to discuss.

Part-time faculty may participate in these meet and discuss sessions. The selection of part-time members to participate in said meeting shall be at the discretion of the Federation.

- D. The Federation, its officers and members, may engage in Federation activities or hold any meeting on Board property provided that it does not interfere with or interrupt normal College operations or the obligations and duties of faculty members as employees. The Federation shall have a separate office, furnished as available, assigned to its exclusive use, but the Federation will be responsible for all maintenance and consumable supplies.
- E. The College will provide reasonable means for the posting of official Federation notices, which shall include, but not be limited to:
1. Notice of Federation elections, appointments, and results of Federation elections.
  2. Notice of Federation meetings or other appropriate activities, the College shall permit Federation use of reasonable means to distribute official Federation material.
- F. Rights of Board. Except as hereinafter specifically provided, the operation and administration of the College, including the right to make rules and regulations pertaining thereto, shall be fully vested in its Board and the President and their

duly designated representatives. Nothing herein stated shall be construed as delegations or waiver of any powers or duties vested in the Board or any administrator by virtue of any provision of the laws of the Commonwealth of Pennsylvania. All parties to this Agreement, the Board and its representatives and the Federation and its representatives shall take no action violative of any provision of this Agreement. The College and the Federation hereby agree that the Board's rights shall include budgeting, staffing, facilities planning and implementation, organizational structure, equipment purchase and allocation, partnership agreements, third party contracts, setting tuition and fees and exercising such other powers and performing such other duties as are necessary to effect the purposes set forth in Act 484, the Community College Act.

- G. A special term contract (STC) is issued by the President to a full-time employee who is assigned in place of a faculty member who is on leave of absence or to cover a special and/or emergency situation, as determined solely by the College, and reported to the Federation. Such contracts are issued for a specified period of time, up to and including a full academic year. During the term of the special term contract, the employee shall be entitled to all rights and benefits of this Agreement, except Article VIII - Renewals and Tenure, Article XXII – Seniority, Transfer and Displacement, Appendix A, Section M – Faculty Recruitment and Selection, and Appendix A, Section Q – Departmental Participation. Provided, however, if such an employee is appointed to a regular faculty position without a break in service, his/her seniority and credit toward tenure shall commence from the date of continuous full-time employment. The College shall notify the Federation of all STC appointments annually. In no event shall an individual faculty member hold an STC appointment for more than four (4) semesters in any five (5) year period exclusive of summer employment.

In the event a special term contract (STC) is issued to an employee and that employee has previously been employed as an STC for one academic year (2 consecutive semesters), the next consecutive full-year (STC) contractual wage (pro-rated for a semester STC contract) will be increased by the amount stipulated in the agreement for his/her rank.

When a part-time faculty member takes on over 11 credits, s/he shall be converted to an STC for the duration of that semester

- H. Any individual contract between the Board and a faculty member shall be subject to the terms of this Agreement.
- I. The College shall make available within seven (7) working days (10 working days during summer session) to the Federation, upon its request, information, statistics and records relevant to any negotiations necessary for the processing of a grievance under the terms of this Agreement; however, if the information is not readily available in the form requested, the College shall make every effort to provide the information as soon as practical.

- J. Persons employed in positions funded by external funds such as government or private grant or contract shall not be covered by this Agreement or become part of the Federation Bargaining Unit. It is agreed, however, that in employing such persons as teachers, the same minimum qualifications shall apply as apply to the employing of persons subject to this Agreement. It is further agreed that the teaching of credit courses by such persons shall be done through the department structure using part-time or special term contract (STC) status.

## ***ARTICLE II FAIR PRACTICES***

The parties shall not discriminate against a faculty member or any applicant for employment because of race, creed, color, age, national origin, gender, marital status, disability, sexual orientation, or membership in the Federation (or lack thereof), or activities on behalf of the Federation and further, the parties shall comply with all State and Federal requirements associated with employment.

## ***ARTICLE III FACULTY STAFFING***

The College shall maintain a minimum full-time/part-time ratio of total number of credits taught by faculty of no less than sixty percent (60%) full-time to forty percent (40%) part-time, College wide.

In its application to full-time faculty credits, the ratio shall apply to credit courses and be calculated to include as part of the full-time ratio: overload credits taught by full-time faculty, credits for courses taught by part-time faculty as a result of leaves granted to full-time faculty, and credits taught by part-time faculty as a result of full-time faculty load credit equivalent (LCE); and each faculty member with regular twelve (12) credit loads shall be counted as fifteen (15) full-time credits per regular semester. In addition, Counselor and Learning Resources faculty hours will be counted based on a full-time (15) credit load being the equivalent of 35 hours per week; in those areas, part-time credits will be calculated based on fifteenths (i.e., 1/15 of full-time hours worked by a part-time Counselor or Learning Resources faculty member will count as 1 credit toward part-time ratios). The parties acknowledge and agree that faculty on full-time administrative leave are not included in the ratio calculations for credit taught by full-time faculty.

The Federation and the College shall meet by May 31 of each year in order to make the determination as to whether the ratio, as required by this article, has been met by the College. To make this determination each year, the College and the Federation agree to use the average ratio of the four prior completed academic semesters. (Calculations for the ratio in years 2013-14 and 2014-15 shall not include modular courses. Calculations in years 2014-15 shall include Learning Resources and Counseling faculty.) If the ratio has not been met, the College agrees that it will meet

the ratio over the next two academic years by hiring at least twenty-five (25%) percent of the required full-time faculty in each of the regular academic semesters in those two succeeding years. It is understood that if the College has experienced a spike in enrollment (at least a 5% increase in enrollment over the previous 12 months, not including summer and winter sessions) and thus not met the ratios, the College may elect, with written notice to the Federation, to meet the ratio by hiring 1/6 of the positions necessary to meet the ratio in each of the subsequent 6 semesters.

Third Party Contracts. The College agrees that it will not replace full-time bargaining unit positions by subcontracting credit courses with outside contractors, other than part-time faculty.

Nothing herein shall prohibit a full-time or part-time faculty member from making use of electronic educational resources. Furthermore, the College agrees that it will not eliminate the positions of counselors and learning resources faculty and replace those positions with third party contracts.

#### ***ARTICLE IV            ONLINE LEARNING***

- A. For the purposes of this contract, online learning courses (OLCs) shall refer to any course whose content is transmitted to students at remote sites through modes that rely on asynchronous or synchronous interaction between students and faculty members.
- B. The College agrees that all decisions regarding OLCs will be based primarily on what enhances student learning and access. The College recognizes that learner-centered education provides for interactivity between student and teacher and among the students themselves.
- C. No full-time faculty member will be displaced because of online learning, as long as workload in credit courses is available in traditional modes. If such workload is not available in the faculty's assigned discipline, such faculty may invoke the retraining or displacement provisions as set forth in Article XXII.
  - 1. Courses traditionally taught by full-time faculty members, or courses they are capable of teaching which lie within the curricular purviews of BCCC course offerings, will not be awarded to other institutions for transmission into the campus by electronic means.
  - 2. Courses outside the capabilities of full-time faculty members, such as prepackaged courses or courses available through membership in educational consortia, must be approved by the parent department and the appropriate Committees before they can be included in the Catalog or incorporated into a Program of Study. This provision does not apply to experimental courses.



- D. OLCs shall not differ from comparable campus-based courses with regard to departmentally approved expectations and requirements.
1. OLCs shall follow the same master course outline as comparable campus-based courses.
  2. In OLCs that employ online interactive technologies, full-time faculty members shall be able to conduct a proportionate part of their office hours via appropriate interactive electronic means or equivalent one-on-one alternative, during specific posted time periods when faculty will commit to availability. However, all full-time faculty will meet the full complement of office hours face-to-face during returning student advising and registration periods.
  3. Prepackaged online and/or video-based courses may not be used to replace direct faculty involvement in the design and transmission of the subject matter of the course.
  4. Faculty shall be compensated for OLCs identically to campus-based courses. Faculty may be compensated appropriately for OLC development as determined by the Dean and Provost. Such compensation shall be agreed upon prior to the course development.
  5. To ensure that online courses are at the same level of readiness as face-to-face courses, effective Fall 2012 faculty teaching online classes shall review each other's course spaces to make sure that they are adequately prepared for the first week of the semester. Each faculty member's space(s) will be subject to such review every third year of her/his online teaching. Each year, one third of the faculty teaching online will be reviewed.
    - a. The College and the Federation agree on a checklist to define adequate preparation, which said checklist is attached in Appendix D
    - b. As soon as online course assignments come out, the Office of Online Learning will send to the Federation a list of faculty up for such review in each department.
    - c. The Federation will randomly assign peer reviewers to faculty in each department to examine course spaces. Reviewers will be members of the same department and members of same cohort up for review; they will have 6 semesters of recent online teaching experience; or 3 semesters of recent online teaching experience and successful completion of OL101; or comparable experience approved by the department Dean or immediate supervisor. Department Dean or immediate supervisor will be notified of the reviewer assignments.
    - d. Before the week preceding the beginning of classes, those faculty members will visit course spaces, checking the setup against the yes/no checklist in Appendix D.

- e. If the space meets the requirements, the reviewing faculty member will send an email to the instructor, the Department Dean or immediate supervisor, and the Office of Online Learning so certifying.
  - f. If it does not meet the requirements, the reviewing faculty member will notify the instructor in question of what areas of the space need further work. The instructor will have the observing faculty member revisit the space within five days to assure that it is now adequately prepared;
    - i. if it is, the reviewer will email the instructor, the Department Dean or immediate supervisor, and the Office of Online Learning as in e., above;
    - ii. if it is not, the reviewer will give the instructor a non-disciplinary referral to an instructional designer or departmental learning management system mentor, or other qualified designee for assistance with setting up the space and will notify the Department Dean or immediate supervisor.
- E. Participation by members of the bargaining unit in OLCs, whether as part of regular teaching load or as overload, will be strictly voluntary. The decision by a member of the bargaining unit not to participate will not be used in any evaluative manner.
- F. Faculty who develop material for OLCs, including but not limited to electronically posted notes, lectures, audio- or videotaped presentations, broadcasts, or multi-media or inter-active software, shall retain all rights to and control of such material, unless the faculty member received program development money, load credit equivalent (LCE), or paid leave to do so, in which case the College shall retain rights to and control of such material. Master course outlines remain the exclusive property of the College.
- Faculty may request up to three online courses. For full-time faculty, at least one section of a faculty member's load must be face-to-face (i.e., meeting online no more than ten percent [10%] of the time). Additional online sections beyond that must be overload assignments.
- G. Issues of privacy require that access to restricted discussion postings and e-mail correspondence be safeguarded to the greatest extent possible against piracy or unwarranted intrusion.
- H. If there is no history of successful online teaching at Bucks or at other institutions, faculty members who request an online course must enroll in and successfully complete OL101 as a condition precedent to teaching online courses.

**ARTICLE V                    ACADEMIC FREEDOM**

The College subscribes to the following statement on academic freedom:

- A. Any faculty member is entitled to freedom of discussion in the classroom, provided the discussion and materials are relevant to the course and further provided that the faculty member is in compliance with Federal EEO, ADA, and other required State and/or Federal guidelines.

Academic freedom consists of protecting the intellectual independence of faculty, researchers, support staff, and students in the pursuit of knowledge and the expression of ideas from inappropriate or illegal internal or external interference.

Faculty members shall also comply with College policies, subject to the rights and responsibilities set out in this Agreement. The College will provide faculty official notice, as provided in Appendix A, BB and Q, of any new changes or additions thereto.

- B. Any faculty member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of his/her primary responsibilities.
- C. The College faculty member is a citizen, a member of a learned profession, and an officer of an educational institution. When s/he speaks or writes as a citizen, or exercises his/her legal or constitutional rights, s/he shall be free from institutional censorship or discipline. However, in his/her extramural utterances s/he has an obligation not to permit the implication that s/he is an institutional spokesperson.
- D. Libraries should provide books and other materials presenting all points of view concerning the problems and issues of our times; no library materials will be proscribed or removed from libraries because of partisan or doctrinal disapproval. In no case will library materials be excluded because of the race, nationality, or the social, political or religious views of the authors.

**ARTICLE VI                    FULL-TIME FACULTY GRIEVANCE PROCEDURE AND COMPLAINTS**

- A. A grievance is a dispute between the parties concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement, except for matters which are resolved in accordance with the provisions of subsection K. of this Article, Complaints, or Article XV, Institutional Participation.
- B. The following grievance procedure shall be the sole and exclusive method of resolving said grievances.

C. Grievance Procedure:

A grievance shall be filed at the appropriate step.

Step 1:

The Grievant and his/her Department Dean or immediate supervisor shall make every effort to resolve a grievance informally. The informal solution of a grievance shall not be considered a precedent, or, for other purposes, binding on either party.

Step 2:

If the grievance is not resolved at Step 1, then the Federation may, within thirty (30) calendar days after the act or condition giving rise to the grievance as specified in F below, submit the grievance, in writing on a standard grievance form, to the appropriate Department Dean or immediate supervisor. The said Dean or supervisor shall immediately forward the written grievance to the appropriate Dean along with a confidential report concerning the grievance which shall be for the use of the College only. The Dean shall, within 10 working days from the date on which the written grievance was submitted by the Federation to the Dean or supervisor meet with representatives of the Federation to discuss the grievance. The Dean shall within 10 working days submit a written answer to the grievance to the Federation.

Step 3:

If the Federation is not satisfied with the Step 2 answer, it may, within fifteen (15) working days from the date on which the Step 2 answer was received, refer the grievance to the President. The President or his/her designee shall convene a conference in the nature of a pre-arbitration review of the grievance between the Federation and himself/herself, or his/her designee. In any event, the President shall, within fifteen (15) working days from the date on which s/he received the grievance, submit a written answer to the Federation.

Step 4:

If the Federation is not satisfied with the answer of the President, it may submit the grievance to arbitration within 15 working days of its receipt of the President's answer. A grievance is to be submitted to arbitration by forwarding a letter by registered mail to the American Arbitration Association with a copy to the President, briefly describing the dispute and requesting the Association to appoint an arbitrator. The arbitrator shall be selected and the arbitration hereby conducted in accordance with the rules of the American Arbitration Association then pertaining.

D. The arbitrator shall not have the authority to modify, change, add or subtract from any of the provisions of this Agreement.

- E. The decisions of the arbitrator shall be final and binding, except to the extent an appeal is appropriate under the provisions of Act 195.
- F. All grievances must be filed in writing on standard grievance forms no later than thirty (30) working days after the act, event or condition giving rise to the grievance. If the act, event or condition is unknown to the grievant at the time it occurs, the thirty (30) working day limitation shall commence when the grievant knows or reasonably should have known of the act, event, or condition. On the grievance form the Federation must specify what provisions of the Agreement have been misinterpreted, misapplied or violated and must specify the remedy sought.
- G. Failure by either party to comply with the time limits specified in this Article, unless extended by mutual agreement of the parties, shall mean the grievance is considered settled by the position or decision of the opposite party last taken; except that failure to communicate a decision within the times specified in Steps 2 and 3, unless mutually extended, shall permit the Federation to proceed to the next step of the procedure.
- H. Grievance meetings shall be held at such time and place as not to interfere with class instruction.
- I. Arbitration hearings will be held at the College at a time which will afford a fair and reasonable opportunity for all necessary parties, including witnesses, to be present. The parties will cooperate so faculty members whose presence is required at the hearing, including witnesses, may be present without any loss of wages.
- J. The arbitrator's fee and that of the American Arbitration Association shall be shared equally by the Federation and the College, but each shall bear its own costs of presenting its case to the Arbitrator.
- K. Complaints. Any complaint by the Federation that a practice or policy established by the College is improper or unfair or that there has been a deviation from, or a misinterpretation or misapplication of, a practice or policy shall be submitted, in writing, directly to the appropriate Dean. Upon receipt of the complaint, the Dean shall convene a meeting with representatives of the Federation to discuss the complaint. The Dean shall in any event submit to the Federation a written response to the complaint within thirty (30) working days from the receipt thereof.
  - 1. If the Federation is not satisfied with the response of the Dean, it may, within fifteen (15) working days from the receipt of the response, submit the complaint to the President.

2. The President or his/her designee shall convene a conference with representatives of the Federation to discuss the complaint. In any event, the President shall, within thirty (30) working days from his/her receipt of the complaint, submit to the Federation a written response to the complaint.
3. If the Federation is not satisfied with the President's response at No. 2 above, then it may within fifteen (15) working days from the receipt of the response appeal the President's or his/her designee's response to the Board of Trustees. The Board shall hear the appeal at its next regularly scheduled meeting if a minimum of ten (10) days notice is provided. The decision of the Board of Trustees, or its designee, shall be final and binding.

***ARTICLE VI (continued) PART-TIME FACULTY GRIEVANCE PROCEDURE***

- A. A grievance is a dispute between the parties concerning the interpretation, application or alleged violation of a specific term or provision of this Agreement.
- B. The following grievance procedure shall be the sole method of resolving grievances on:
  1. Termination after probationary period
  2. Fair practices
  3. Academic freedom
  4. Evaluation of non-probationary employees leading to termination
  5. Disputes related to the amount of compensation to be paid
- C. Grievance Procedure:

A grievance shall be filed at the appropriate step.

**Step 1:**

The Grievant and his/her Department Dean or immediate supervisor shall make every effort to resolve a grievance informally. The informal solution of a grievance shall not be considered a precedent, or for other purposes, binding on either party.

**Step 2:**

If the grievance is not resolved at Step 1, then the Federation may, within thirty (30) calendar days after the act or condition giving rise to the grievance as specified in F below, submit the grievance in writing on a standard grievance form, to the appropriate Department Dean or immediate supervisor. The said Dean or supervisor shall immediately forward the written grievance to the appropriate Dean along with a confidential report concerning the grievance which shall be for the use of the College only. The Dean shall, within 10 working days from the date on which the written grievance was submitted by the Federation to

the Dean or supervisor, meet with representatives of the Federation to discuss the grievance. The Dean shall within ten (10) working days submit a written answer to the grievance to the Federation.

Step 3:

If the Federation is not satisfied with the Step 2 answer, it may, within fifteen (15) working days from the date on which the Step 2 answer was received, refer the grievance to the President. The President or his/her designee shall convene a conference in the nature of a pre-arbitration review of the grievance between the Federation and himself/herself, or his/her designee. In any event, the President shall, within fifteen (15) working days from the date on which s/he received the grievance, submit a written answer to the Federation.

Step 4:

If the Federation is not satisfied with the answer of the President, it may submit the grievance to arbitration within fifteen (15) working days of its receipt of the President's answer. A grievance is to be submitted to arbitration by forwarding a letter by registered mail to the American Arbitration Association with a copy to the President, briefly describing the dispute and requesting the Association to appoint an arbitrator. The arbitrator shall be selected and the arbitration hereby conducted in accordance with the rules of the American Arbitration Association then pertaining.

- D. The arbitrator shall not have the authority to modify, change, add or subtract from any of the provisions of this Agreement.
- E. The decisions of the arbitrator shall be final and binding, except to the extent an appeal is appropriate under the provisions of Act 195.
- F. All grievances must be filed in writing on standard grievance forms no later than thirty (30) working days after the act, event or condition giving rise to the grievance. If the act, event or condition is unknown to the grievant at the time it occurs, the thirty (30) working day limitation shall commence when the grievant knows or reasonably should have known of the act, event, or condition. On the grievance form the Federation must specify what provisions of the Agreement have been misinterpreted, misapplied or violated and must specify the remedy sought.
- G. Failure by either party to comply with the time limits specified in this Article, unless extended by mutual agreement of the parties, shall mean the grievance is considered settled by the position or decision of the opposite party last taken; except that failure to communicate a decision within the times specified in Steps 2 and 3, unless mutually extended, shall permit the Federation to proceed to the next procedure.

- H. Grievance meetings shall be held at such time and place as not to interfere with class instruction.
- I. Arbitration hearings will be held at the College at a time that will afford a fair and reasonable opportunity for all necessary parties, including witnesses, to be present. The parties will cooperate so faculty members whose presence is required at the hearing, including witnesses, may be present without any loss of wages.
- J. The arbitrator's fee and that of the American Arbitration Association shall be shared equally by the Federation and the College. But each shall bear its own costs of presenting its case to the arbitrator.
- K. Expedited Grievance Procedure. Except for the five (5) issues listed in Section B, all other issues will be settled by the following grievance procedures.

**Step 1:**

The part-time faculty member shall, first, meet with the Department Dean or immediate supervisor in an attempt to resolve the problem.

**Step 2:**

If agreement is not reached in Step 1, the Vice President of Administration, acting as an arbitrator, will hear the grievance at a meeting to include the part-time faculty member and the Federation Grievance Chair (or designee) along with the Department Dean or immediate supervisor. The findings at this level shall not be subject to appeal.

***ARTICLE VII FULL-TIME FACULTY PROBATION***

- A. All full-time tenure track faculty shall serve a full two (2) academic year probationary period. A probationary period is defined as two (2) full regular academic work years of employment excluding service as a special term contract employee. A full academic work year shall consist of two (2) consecutive semesters excluding summer sessions.
- B. Full-time faculty members who have completed their probationary period but who are not yet tenured shall not be terminated except pursuant to the provisions of Article VIII, Renewals and Tenure, and/or Article IX, Accountability.
- C. The College may notify probationary faculty members of non-renewal of appointment by giving written notice not less than thirty (30) days prior to the end of the year of the probationary period. Probationary faculty members who have not completed at least two (2) semesters of probationary service may be terminated by the College without cause at the sole discretion of the College.



Probationary faculty members who have completed two (2) semesters of service to the College may be terminated for cause and if a dispute arises as to whether the termination was for cause, that dispute shall be resolved in accordance with subsection D. of this Article.

- D. Upon written request, within fifteen (15) days of the receipt of the non-renewal notice, the President of the College and/or his/her designee shall meet to review the non-renewal of contract during the probationary period for a faculty member who has completed two (2) semesters of service. If concerns are not satisfactorily resolved, a final meeting shall be scheduled within thirty (30) days with the Board of Trustees, or its designee which said designee shall include at least two (2) members of the Board of Trustees. The action of the Board of Trustees or its designee shall be final and binding with respect to the non-renewal of the contract for a probationary employee who has completed (2) semesters of service.

***ARTICLE VII (continued) PART-TIME FACULTY PROBATION***

- A. All part-time faculty shall serve a probationary period of four (4) academic year semesters (not including Summer and Intersession) of teaching and at least sixteen (16) credits. The probationary period for new part-time faculty shall commence with the start of the first academic year semester in which they teach. Part-time faculty may be terminated without cause during the probationary period.
- B. The College shall notify probationary part-time faculty members of non-renewal by giving them written notice no later than one (1) business day after grades are due.

***ARTICLE VIII FULL-TIME FACULTY RENEWALS AND TENURE***

- A. RENEWALS:
  - 1. Full-time faculty member contracts shall be for a period of one (1) year. Except in the case of probationary faculty, full-time faculty renewal contracts for the following academic year will be offered no later than March 15. Contract offers must be accepted or refused no later than April 15. Failure of an employee to return a renewal agreement by April 15 shall be deemed a resignation, unless an extension of fifteen (15) calendar days has been requested in writing by the employee. An additional extension, also requested in writing shall require a mutual agreement in writing. Probationary faculty contracts for the following academic year will be offered no later than May 15. Contract offers must be accepted or refused by probationary faculty members within fifteen (15) days of receipt, provided that in no event may such acceptance or refusal be received by the

College after May 31. Notice of non-renewal will be given as soon after March 15 as possible but in no event later than May 15.

2. If the contract of a full-time faculty member who has completed the probationary period but who is not yet tenured is not renewed or if s/he is terminated in mid-contract s/he shall be entitled to the reasons in writing if s/he so requests. No such faculty member will be denied a renewal contract or be terminated in mid-contract except for just cause. If the cause is questioned, the matter shall be processed through the grievance procedure as set forth in Article VI.

B. TENURE:

1. Tenure requires six (6) years of full-time service holding faculty rank at Bucks County Community College.
2. During the fifth (5<sup>th</sup>) year of holding faculty rank at Bucks County Community College, the faculty member must be notified in writing by September 15 of:
  - a) intent to award tenure upon successful completion of the sixth (6<sup>th</sup>) year, or
  - b) probationary consideration under a one year contract.

During the sixth (6<sup>th</sup>) year of full-time service holding faculty rank at Bucks County Community College, the faculty member must be given notice in writing by December 15 of intent not to renew or of the awarding of tenure with the following academic year. Any dispute arising out of the failure to award tenure in the sixth (6<sup>th</sup>) year shall be processed through the grievance procedure including binding arbitration.

3. Tenured faculty shall be denied employment only on the basis of incompetence, incompetent performance, and/or consistent failure to fulfill the responsibilities of the position.
4. Any dispute arising out of Article VIII.B shall be processed through the grievance procedure, up to and including final and binding arbitration.
5. Tenure requires six (6) actual years of College level teaching at Bucks County Community College. Leaves will not count towards meeting minimum qualifications for tenure, unless such are actual Bucks County Community College teaching experience.
6. Tenure becomes effective at the commencement of the academic year following the faculty member's satisfying the requirements.

**ARTICLE IX            FULL-TIME FACULTY ACCOUNTABILITY**

A. All first year faculty will be evaluated in the first semester of teaching, and will receive a copy of results within three weeks of the evaluation.

B. **CRITERIA FOR EVALUATION**

All full-time faculty evaluations will be carried out according to the most recently approved version of *Regulations, Procedures, and Processes for Evaluation of Faculty*, including the following two requirements:

In addition to classroom instruction, the criteria for all faculty evaluations will include at least one of the following:

1. Educational Planning, Development, and Analysis
2. Contributions to the Department and the College

In addition to classroom instruction, the criteria for evaluation for promotion shall be:

1. Educational Planning, Development, and Analysis
2. Contributions to the Department and the College
3. Professional Growth

Faculty seeking promotion shall present concrete and demonstrable evidence of involvement in all three categories (1., 2., and 3., above). Faculty members shall demonstrate such commitment in writing by a presentation of criteria to the Department Dean and the Provost's Office.

Sample professional development activities that count toward promotion and evaluation include:

- Workshops attended or presented
- Presentations attended or made
- Poetry readings, attended or presented
- Art work exhibited
- Music performed before the College or a community
- On-line tutorials, presentations, workshops, certification work, webinars
- Conferences
- Articles, poetry, or books written, published, or edited
- Participation in research.

Credit for professional development will require adequate substantiation.

For evaluation of faculty in online courses, Deans or immediate supervisors are permitted access to course workspace(s) as an optional instrument.

Faculty members who teach Integration of Knowledge will be evaluated on INTG as part of the regularly scheduled evaluation process.

- C. In the event of a negative evaluation, a faculty member shall have the right to convene a peer review committee composed of four (4) tenured faculty, usually from the disputant's Department, two (2) of whom will be chosen by the disputant and two (2) by the Dean or the immediate supervisor, to review the process and findings of said evaluation.

If the peer review committee agrees with the evaluation, the peer review committee will cooperate with the Dean or immediate supervisor in designing and implementing a remedial program as described in the *Regulations, Procedures and Processes for Evaluation of Faculty Members*.

Should the peer review committee disagree with the evaluation, either in terms of procedure or findings, or fail to reach agreement, the Dean or immediate supervisor shall consult with the peer review committee and the faculty member regarding a new evaluation.

- D. For full-time faculty, except probationary faculty, all discipline shall be for just cause.

In the event the College decides that there is just cause to discipline a full-time faculty member, the faculty member shall be given written notice of the reasons for, and nature of, the action to be taken. Such notice should occur within thirty (30) days of the offense or the date when the offense could reasonably have been known by the College.

For full-time faculty, except probationary employees, any disputes arising out of this Section of this Article shall be processed under Article VI, Sections B through J. For probationary employees who have not completed one (1) year of service to the College as defined in Article VII, any disciplinary action taken in accordance with this Section of this Article shall be a basis for termination at the sole discretion of the College. For probationary employees who have completed one (1) year of service as defined in Article VII, any disputes related to this Section of this Article shall be resolved in accordance with the provisions of Article VII (D).

***ARTICLE IX (continued) PART-TIME FACULTY EVALUATIONS AND ACCOUNTABILITY***

- A. Frequency

For new part-time faculty members, evaluations shall be performed:

- The first and third teaching semester;
- Thereafter, every third teaching semester up to 60 accumulated credit hours;
- Thereafter, every fourth teaching semester up to 120 accumulated credit hours;
- Thereafter, every sixth teaching semester.

By the fifth week of the semester Deans or immediate supervisors will notify part-time faculty to schedule their evaluations.

On or before the first day of the subsequent semester, the faculty member will receive the evaluation in writing.

Current part-time faculty shall be placed in the evaluation schedule based on the current number of credit hours accumulated teaching at Bucks County Community College.

For the purposes of determining frequency of evaluation, credit hours shall accumulate only within each separate Department in which the faculty member may be teaching. For the purposes of determining compensation, however, credits shall accumulate College-wide.

- B. In any instance where a part-time faculty member subject to evaluation is teaching multiple preparations, that faculty member shall be evaluated in all preparations. If a part-time faculty member is teaching three sections of the same preparation, evaluation may be conducted in two of the three sections, to be determined by the faculty member.

For evaluation of faculty teaching online courses, Deans or immediate supervisors are permitted access to course workspace(s) as an optional instrument.

Faculty members who teach Integration of Knowledge will be evaluated on INTG as part of the regularly scheduled evaluation process.

If a part time faculty member who teaches INTG is not assigned to a "home" Department, he/she will be evaluated by the INTG Administrator according to the same policy as other part time faculty.

- C. In the event of an unsatisfactory evaluation, a follow-up evaluation will be conducted after the tenth week during the teaching semester immediately following the unsatisfactory evaluation, assuming the part-time faculty member is teaching during that semester. If the part-time faculty member is not teaching during that semester, then the evaluation shall occur after the tenth week of the next semester that the part-time faculty member is teaching.

- D. In routine evaluations, the following options shall apply:
1. A student questionnaire will be used, except a second evaluation instrument will be used if both the faculty member and the Dean or immediate supervisor agree.
  2. If both the faculty member and Dean or immediate supervisor agree, an alternate instrument may be substituted for the student questionnaire; a second evaluation instrument will be used if both faculty member and Dean or immediate supervisor agree.
  3. If the Dean or Immediate supervisor wishes to use an instrument other than the student questionnaire and the faculty member does not agree, the faculty member shall select a second evaluation instrument to be used in addition to the instrument selected by the Dean or immediate supervisor.
- E. When the faculty member is due for evaluation, the Dean or immediate supervisor will provide written notification, including a description of the process, and including information regarding a second instrument, to the faculty member.
1. In the event of an unsatisfactory evaluation, the Dean or immediate supervisor shall conduct another evaluation in the faculty member's next teaching semester, using student surveys and one other instrument agreed upon by both the faculty member and the Dean or immediate supervisor. In the event that they cannot reach agreement on the second instrument, the strike-out method shall be used. Instruments include those specified in the most recent edition of *Regulations, Procedures and Processes on the Evaluation of Faculty Members*, section regarding part-time faculty.
  2. If a part-time faculty member's service to the College is interrupted by more than three academic years, that faculty member shall be subject to evaluation during the first semester of resumed service. Thereafter, the normal schedule of frequency based on accumulated credit hours shall resume.
- F. If an evaluation is declared unsatisfactory by the Dean or immediate supervisor, written notification must be given to the part-time faculty member at a meeting to be held within one week after the due date for final grades, at which meeting the faculty member will receive the evaluation in writing.
1. A second meeting to discuss the unsatisfactory evaluation will be scheduled prior to the beginning of the next teaching semester. At this meeting, the Dean or immediate supervisor will discuss methods for dealing with the issues raised in the unsatisfactory evaluation.
  2. If the follow-up evaluation shows that the issues identified in the previous meeting are not corrected, a second consecutive unsatisfactory evaluation will

be declared by the Dean or immediate supervisor in writing and given to the part-time faculty member. The result of two consecutive unsatisfactory evaluations will be termination.

- G. For part-time faculty, except probationary faculty, all discipline will be for just cause except that the parties agree that just cause shall be met if there are two consecutive unsatisfactory evaluations.

**ARTICLE X                   LOAD CREDIT EQUIVALENT (LCE)**

- A. Load credit equivalent (LCE) for faculty duties may be granted by the President at his/her discretion. Emergency LCE assignments can be made by the President or Provost without prior advertising with the understanding that “emergency” means unforeseen circumstances outside of the control of the College, with the requirement that the Federation be notified when such assignment is made.
- B. The President of the Federation shall have two (2) LCE sections per semester. The Second Vice- President of the Federation (grievance chairperson) shall have two (2) LCE sections per semester. The Third Vice-President shall have one (1) LCE section per semester. For the purposes of this provision, an LCE section is a three (3) hour credit course.

In addition, the College, at its sole cost and expense, shall provide an additional six (6) credits per academic year of LCE for officers of the Federation to be designated by the Federation. In addition thereto, the Federation may purchase an additional six (6) credit hours per year of additional LCE for Federation officers with the understanding that payments shall be made for the additional LCE as of the commencement of each semester during the academic year. The amount of the payment to be made by the Federation shall be the cost to the College for the replacement faculty hired in order to replace the Federation officers granted the additional LCE.

- C. The following conditions apply to all load credit equivalent (LCE) positions, other than as provided for in this Agreement.
  - 1. Load credit equivalent (LCE) or in lieu overload compensation shall be distributed equitably, but not necessarily equally, in all Departments in accord with College and unit need as determined by the Provost on an annual basis.
  - 2. All faculty, full- and part-time, will be notified by email of all load credit equivalent (LCE) openings, at least three weeks before the application deadline. The qualifications for each position will be determined by the Department Dean or immediate supervisor. The appropriate administrators or group will then interview all qualified candidates and select the best qualified

candidate, provided the candidate and the Dean or immediate supervisor agree upon the conditions of employment.

3. Using 35 hours/one credit load credit equivalent as standard\*, the appropriate administrator will reach agreement with faculty members on equitable terms for each load credit equivalent position. Determination of assessment instruments, whether logging of hours or otherwise, shall be agreed upon by the faculty and immediate supervisor, and evaluation and retention will be based on the faculty member's successful completion of the professional requirements of the position. In no case will the terms of the load credit equivalent or compensation be changed during the course of an appointment (i.e., in mid-semester).

\*In units with a twelve (12) hour load, expectations of hours will be adjusted appropriately.

## ***ARTICLE XI COLLEGIAL/INSTITUTIONAL COVERAGE***

### ***A. Collegial Coverage:***

College faculty voluntarily covering for another faculty member's absence. Collegial coverage is always initiated by the faculty member.

1. Faculty members may arrange for collegial coverage by other qualified Bucks County Community College faculty with the approval of the Dean or immediate supervisor. Compensated collegial coverage in excess of three (3) consecutive days can be arranged by the faculty member with the approval of the Dean.
2. Collegial coverage may be used to cover absence because of illness. The absent full-time faculty member may use collegial coverage to conserve sick leave.
3. Faculty members may arrange for coverage by other than Bucks County Community College faculty with the permission of the Dean or immediate supervisor. Such coverage shall be at no additional cost to the College.
4. Faculty members shall suffer no loss in pay for absences covered by collegial coverage. Absence of a full-time faculty member as a result of emergency shall not require collegial coverage nor result in a loss of pay. Absence of a part-time faculty member as a result of emergency shall not require collegial coverage nor result in a loss of pay if the instructional time is made up.
5. Guest speakers shall not be used to avoid the requirements of this Article.



B. Institutional Coverage for Full-Time Faculty:

Reimbursed coverage for a faculty member's absence. Institutional coverage is always initiated by the institution.

1. The use of institutional coverage to meet instructional time for any absence is at the discretion of the Dean or the immediate supervisor.
2. If institutional coverage is used to cover classes that are the result of a faculty member's illness, then the absence will be charged against the faculty member's available sick leave days.
3. The payment rate for institutional coverage shall be:
  - for lecture, classroom or library instruction: 1/15<sup>th</sup> of the overload credit rate per hour.
  - for laboratory, or studio: 1/18<sup>th</sup> of the overload credit rate per hour
  - for team sports: 2/15<sup>th</sup> of the overload credit rate per hour

C. Institutional Coverage for Part-Time Faculty:

College initiated coverage for a faculty member's absence.

1. If institutional coverage is used to cover classes that are the result of a part-time faculty member's absence, then the reimbursement for such coverage shall be deducted from the part-time faculty member's wages. If for any reason the faculty member terminates service with the College after the beginning of a regular academic semester, intersession, or summer session, that faculty member's wages shall be terminated at the point at which service was terminated.
2. The payment rate for institutional coverage shall be:
  - for lecture, classroom or library instruction: 1/15<sup>th</sup> of the overload credit rate per hour.
  - for laboratory or studio: 1/18<sup>th</sup> of the overload credit rate per hour.
  - for team sports: 2/15<sup>th</sup> of the overload credit rate per hour.

***ARTICLE XII      FIELD TRIPS***

The Board shall reimburse faculty members for all authorized expenses incurred on field trips conducted for the faculty member's class. Such field trip expenses must have prior approval of the faculty member's Department Dean or immediate supervisor.

**ARTICLE XIII      PROFESSIONAL AND EDUCATIONAL CONFERENCES**

Present policies covering reimbursement for travel shall continue in effect and be applied in an equitable manner as determined by the faculty member's Department Dean or immediate supervisor.

**ARTICLE XIV      PERSONNEL FILE**

- A. All information relating to a faculty member shall be kept in an official personnel file in the Office of Human Resources.
- B. No material derogatory to a faculty member's conduct, service, character, or personality shall be placed in the official personnel file of such faculty member unless it is signed by the author of such material and only if the faculty member has been given an opportunity to read the material promptly following its receipt or formulation. The faculty member shall acknowledge s/he has read such material to be filed by affixing his/her signature on the actual copy of the material to be filed. In the event a faculty member refuses to sign such material, a Memorandum of Notification will be forwarded to the Federation President and an initialed copy of such will be attached to the material included in the file. Such acknowledgement shall not imply agreement with the material. Any material not so treated shall be given no weight or consideration for any purpose whatsoever and at the faculty member's request shall be removed from the file.
- C. For a period of twelve (12) months from the date of acknowledged inclusion, either by execution by the faculty member's signature or by the Memorandum of Notification being forwarded to the Federation President, a faculty member shall have the right to answer any signed material now in his/her file as well as any material filed thereafter, and his/her answer shall be attached to the file copy.
- D. A faculty member shall have the right to make an appointment to examine his/her file in the presence of the Provost or his/her designee and shall, upon his/her request, be given single copies of any material in his/her file except for confidential recommendations received in connection with his/her original appointment at the College.
- E. Administrators should place in the faculty member's file information of a positive nature, indicating special competencies, achievements, recognitions, performances or contributions of an academic nature. Faculty members may suggest positive material for their files to the Department Dean or immediate supervisor.
- F. Material not in the official file may not be used against the faculty member for any purpose.

- G. The faculty member may challenge through the grievance procedure any material placed wrongly in his/her file and, if the challenge is sustained, the material shall be removed from the file.
- H. Complaints that are appropriately placed in a full-time faculty member's personnel file shall be removed from said file after two (2) years, at the request of the faculty member, provided no additional similar negative materials have been properly added to the file. Before consideration for placement in the full-time member's personnel file, a student complaint must first be processed through the procedure for Resolution of Student Concerns as described in the College catalog, provided it is understood that the student is not required to seek the assistance of the College Ombudsperson.

Official College disciplinary proceedings that have been processed in accordance with the requirements of Article IX.D. and signed by the Provost shall be appropriately placed and remain in the faculty member's file for five (5) years. After five (5) years, provided no similar negative materials have been appropriately placed in the file in the interim, such material shall be removed from the personnel file, at the request of the faculty member. Notwithstanding the aforementioned, any penalty imposed as part of the discipline shall remain in full force and effect to the extent it continues beyond the five year period.

Official College disciplinary proceedings that have been processed in accordance with the requirements of Article IX D signed by the Provost, and involve a substantiated finding of serious threat to students, other faculty of the College, or other College community members, of violence, physical harm, or improper touching, sex for grades quid pro quo, or other similar serious conduct shall remain in the faculty member's personnel file.

- I. Complaints that are appropriately placed in a part-time faculty member's personnel file shall be removed from said file after the completion of seven (7) additional active teaching semesters, at the request of the faculty member, provided no additional similar negative materials have been properly added to the file. Before consideration for placement in the part-time member's personnel file, a student complaint must first be processed through the procedure for Resolution of Student Concerns as described in the College catalog, provided it is understood that the student is not required to seek the assistance of the College Ombudsperson.

Official College disciplinary proceedings that have been processed in accordance with the requirements of Article IX.G. and signed by the Provost shall be appropriately placed and remain in the faculty member's file until the completion of fifteen (15) additional active teaching semesters. After the completion of fifteen (15) additional active teaching semesters, provided no similar negative materials have been appropriately placed in the file in the interim, such material shall be removed from the personnel file, at the request of the faculty

member. Notwithstanding the aforementioned, any penalty imposed as part of the discipline shall remain in full force and effect to the extent it continues beyond the five year period.

Official College disciplinary proceedings that have been processed in accordance with the requirements of Article IX.G., signed by the Provost, and involve a substantiated finding of serious threat to students, other faculty of the College, or other College community members, of violence, physical harm, or improper touching, sex for grades quid pro quo, or other similar serious conduct shall remain in the faculty member's personnel file.

- J. All faculty evaluations shall remain a part of the faculty member's file permanently.

## ***ARTICLE XV            INSTITUTIONAL PARTICIPATION***

The following shall govern institutional participation of the College as it relates to both full-time and part-time faculty:

- A. The President shall appoint to each of the following committees seven (7) or more members, the majority of whom are to be designated by the Federation and the remainder by the President. Additional members may be appointed by the President after consultation with and mutual agreement with the Federation President, acting upon a recommendation of each committee. Each committee shall elect its chair by majority vote and each member shall have equal voting rights.

The parties agree that they will not interfere in the process of designating original or added membership to committees.

- B. There shall be the following standing committees:
  - 1. Committee on Academic Affairs
  - 2. Committee on Academic Performance
  - 3. Committee on Student Affairs
  - 4. Committee on College Calendar
  - 5. Committee on Community Services and Continuing Education
  - 6. Committee on Cultural Programming
  - 7. Committee on Academic Advising and Developmental Education
  - 8. Committee on Evaluation of Instruction and Outcomes Assessment
  - 9. Committee on Instructional Resources and Services
  - 10. Committee on Curricular Revision and Review
- C. Any of the standing committees may be placed on inactive status by mutual agreement between the Federation and the College, for a period of one (1)

academic year; such decision shall be made no later than April 1 of the preceding year. In addition, the charge of each standing committee shall be periodically reviewed by the parties and may be modified by mutual agreement.

- D. The President may establish *ad hoc* committees as s/he deems appropriate, or may do so acting upon a recommendation by a committee chair or an organization of the College community. Membership on *ad hoc* committees shall be designated in the same manner as membership on standing committees.
- E. There shall be an Advisory Council to the President composed of no more than five (5) persons designated by the Federation and no more than four (4) persons designated by the President. The Advisory Council shall assist the standing and any *ad hoc* committees and the President should any problems regarding Committee activities arise, may assign tasks and proposals to appropriate committees, shall monitor timely completion of assigned tasks, and shall establish deadlines for actions and proposals to be completed by committees. It shall receive for consideration all reports and recommendations of all standing and *ad hoc* committees. The Council may submit recommendations on the matter but may not amend or modify the committee report. The Council shall within 30 calendar days take one of the following actions:

- 1. Refer the report to the President with its own recommendations. Copies shall be forwarded to the originating committee. Any Recommendations from the Advisory Council must be accompanied by the original committee recommendations.
- 2. Return the report with its own recommendations to the originating committee for further consideration, if appropriate.

Upon receiving the report a second time, the Council shall, within fifteen (15) days, refer the report and its own recommendations to the President.

- F. Upon receiving the initial report from the Advisory Council, the President shall, normally within thirty (30) calendar days, take one of the following actions and so inform the Advisory Council:
  - 1. Implement the recommendation.
  - 2. Forward same to the Board with his/her recommendations for approval.
  - 3. Return same to the Advisory Council with his/her written comments for the Council's further consideration.
- G. The Advisory Council shall reconsider the report and recommendations and, within 30 calendar days, may resubmit same to the President, may modify the report, or may refer the matter to the original committee for further review and

action. Copies shall be forwarded to the originating committee. Upon receipt of such recommendations from the Advisory Council and/or the originating committee, and within thirty (30) calendar days, the President shall take one of the following actions and so inform the Advisory Council:

1. Implement the recommendations.
2. Forward the recommendations with his/her written comments to the appropriate committee of the Board and the Advisory Council. If the comments of the President are negative, the Advisory Council and/or the originating committee shall have the right to forward written comments to the Board or appoint no more than two (2) advocates to appear before the appropriate Board Committee.

H. All standing and *ad hoc* committees will adhere to the following procedure:

Copies of all Advisory Council, standing and *ad hoc* committee minutes and reports of committee meetings shall be posted. In addition, standing committee and *ad hoc* committee minutes and reports of said committees will be forwarded to the President, the Federation and the Advisory Council at the same time that such material is distributed to members of the standing or *ad hoc* committee.

I. Service on a specific committee is voluntary but faculty members are strongly encouraged to participate in College affairs through active service on College committees. Failure of any committee member to provide active service and attendance may lead to a request for removal from such committee. Faculty members should normally limit their service on a specific committee to two (2) consecutive academic years.

J. The following shall govern institutional participation of the College as it relates to full-time and part-time faculty members:

Contemplated changes in policy matters affecting wages, hours, and other terms and conditions of employment, as well as the impact thereon, that fall within the areas of responsibility of a standing committee, shall be referred first to such committee for consideration under the procedures of this Article. The committees shall respond promptly or as required. Except in cases of urgency, adoption of a policy change will be withheld pending the completion of the procedures of this Article.

The College acknowledges its desire to obtain faculty input on all decisions affecting academic issues. If the College proposes to take action and a dispute arises as to whether the action contemplated should be submitted through the committee structure, the parties agree to resolve that dispute as follows:

1. The proposed action will be submitted to the Advisory Council to the President, which shall, within thirty (30) days of submission, determine whether the proposed action:
  - a) falls within the rights of the Board as spelled out in Article I (F); or
  - b) affects wages, hours and other terms and conditions of employment and falls within the area of responsibility of a standing committee and therefore is subject to the committee structure under this Section.
2. If the Advisory Council determines that the matter is not within the exclusive rights of the Board of Trustees and is subject to the committee structure under this Section, the action will be assigned to the appropriate standing committee which will act upon the proposal within sixty (60) days of submission. Failure to act within sixty (60) days will permit the College to proceed with its proposed action.
3. If the committee does act within sixty (60) days, the process shall follow the normal procedures as set forth in this Article except the Advisory Council, upon receipt of the committee's recommendations, shall refer the committee's report and its own recommendations to the President within thirty (30) days. The President can act accordingly upon receipt of the report of the Advisory Council pursuant to this Article.
4. If the Advisory Council, within thirty (30) days, determines that the proposed action is within the exclusive rights of the Board and not subject to the committee procedure under this subsection of this Article, the College can proceed with implementing its proposed action.
5. Notwithstanding anything to the contrary set forth in this Article or in this Agreement, it is agreed by the Federation and the College that under NO circumstances is a dispute as to whether a particular action is subject to the committee process under this Section subject to a grievance. Therefore, if a dispute arises as to whether an action should be submitted to committee under this Section and that dispute is resolved in accordance with the terms and conditions of this Section, no grievance or complaint may be filed by the Federation or any member of the Federation. The parties recognize that the terms and conditions of this Section will govern the resolution of the question of whether a particular action is subject to the committee process under this Section.

**ARTICLE XVI**

**COLLEGE CALENDAR**

A.

1. The College’s educational program and governance process are enhanced by faculty involvement in campus life and participation in scheduled professional staff meetings. Full-time faculty members shall be required, unless formally excused by the President or his/her designee, to attend appropriately scheduled monthly Department and area meetings, and appropriately scheduled professional staff meetings on Tuesdays or Thursdays during the open class period. In addition, faculty members may be requested, within the academic calendar, and with appropriate notice, to attend College events upon invitation of the president or his/her designee.

The Tuesday/Thursday meeting schedule is as follows:

Beginning in the first week that includes both a Tuesday and a Thursday,	
First and Third Tuesday	Union Meetings
First and Third Thursday	Professional Staff Meetings
Second Tuesday and Thursday	Governance Committee Meetings
Fourth Tuesday and Thursday	Department and Area Meetings

Tuesdays and Thursdays not noted in the schedule above will be available for scheduling by the College.

2. The College will conduct a period of orientation and training one week prior to the first fall semester of employment. This will be mandatory for new full-time faculty. Faculty participants shall receive \$125 per day. The Faculty Federation will be given the opportunity to participate in this orientation.
3. All part-time faculty members must attend a fall in-service or orientation meeting:
  - Daytime In-Service Program in Newtown OR
  - Evening orientation in Newtown OR
  - Orientations at either the Lower Bucks or the Upper Bucks Campus
  - Faculty members teaching INTG courses shall attend the fall in-service or orientation meeting with their home department.

Part-time faculty who have exceeded the probationary period, who have attended at least two face-to-face in-service meetings, and who reside at a distance greater than 100 miles from a Bucks Community College campus may meet their in-service/department meeting/orientation requirement virtually. Methods will be determined by the Dean or immediate supervisor in consultation with a Federation designee, and may include, but are not limited to, participating remotely in one of the campus orientation events or completing an online module for the topic.



The Faculty Federation shall be given the opportunity to participate in the part-time orientation programs.

4. All new part-time faculty hired after August 15, 2012 must participate in a mandatory online boot camp as soon as possible after hiring, but no later than the end of the first teaching semester. Compensation for completion of the online boot camp will be \$200.

Part-time faculty members shall be invited to attend regularly scheduled departmental and area meetings, as well as professional staff meetings, on Tuesdays and Thursdays during the open class period. Notification will be by e-mail and will include the agenda, where applicable, for each specific meeting. and professional staff meetings on Tuesdays or Thursdays during the open class period. In addition, part-time faculty members are invited to attend College events.

- B. The College calendar for the academic year shall be printed and made available to the faculty. The full-time teaching faculty shall not be required to be present during student holidays except for two days for the purpose of mandatory professional staff meetings, faculty meetings, Department meetings, on the first weekday (non-holiday) contiguous to the first day of classes (for In-Service Day) without any additional compensation. However, when the semester could be scheduled to start after Labor Day, and when scheduling In-Service Day during the first Tuesday after Labor Day would result in difficulty starting after Labor Day, the College and Faculty Federation will confer and mutually agree on holding In-Service Day on a weekday during the semester. This discussion and agreement will take place in conjunction with the deliberations of the Calendar Committee in order to facilitate the publishing of an academic calendar.

In addition, full-time faculty will be required to attend at least two (2) professional development seminars, workshops, conferences, or related activities, on or off campus, during each academic year without additional compensation. Compliance with the provisions of this Article shall be the responsibility of the Dean or immediate supervisor.

The part-time teaching faculty shall not be required to be present during student holidays. Part-time faculty members will be invited to participate with no additional compensation in professional staff meetings, faculty meetings, and Department meetings on the first weekday (non-holiday) contiguous to the first day of classes. In addition, for every fifteen (15) credits taught, part-time faculty members are encouraged to attend at least one (1) professional development seminar, workshop, conference, or related activity, on or off campus without additional compensation.

*ARTICLE XVII*

*LEAVES*

A. FAMILY CARE

Unless there is a reasonable basis for denial, the President will grant a faculty member a leave of absence without pay for the purpose of providing care to an immediate family member. “Immediate family” shall be defined as spouse, civil union partner, parent, son, daughter, brother, sister or any relative residing in the same household as the faculty member. Such leave will be approved for a maximum period of one (1) year at a time. For full-time faculty, one (1) semester shall be calculated as time served with all accrued benefits to which s/he would have been entitled had s/he been in regular service of the College, subject to payment of contributions provided for hereafter where necessary. All faculty members on such leave of absence shall be permitted to continue their contributions as well as those of the Board for insurance and other benefits, at no cost to the College. Upon return to the College, after having completed such leave, a full-time faculty member shall be placed on his/her prior assignment, or as close thereto as possible. A part-time faculty member shall be placed on his/her prior schedule, or as close thereto as possible. The parties acknowledge and agree that the grant of leave for family care as set forth in this Section shall not be in addition to the College’s responsibilities under the Family Medical Leave Act, but to the extent that leave granted pursuant to this Article satisfies the requirements of the Family Medical Leave Act, same shall be deemed to have satisfied the provisions of the Family Medical Leave Act. All other family medical leave not covered by the terms and conditions of this Agreement shall be in accordance with the Family Medical Leave Act policy adopted by the College. Leaves referred to in this subsection shall run concurrent with any leaves required by the Family Medical Leave Act if conditions warrant, pursuant to the provisions of the College Family Medical Leave Act policy.

B. CHILD CARE

In the event of a faculty member having a newborn or adopting a child, either the male or female parent may use all of his/her available sick days as leave to care for the child. Such leave must be taken within 12 months of the birth or adoption of the child. If the sick days do not complete the semester, the faculty member will be able to pay for continued benefits, to the extent benefits are not provided under the FMLA or any other provision of the Collective Bargaining Agreement. For purposes of this provision, each sick day allotted will represent a day of teaching as the faculty member is scheduled for the affected semester(s), and sick leave runs concurrently with Family Medical Leave (FMLA).

C. BEREAVEMENT

In the event a full-time faculty member suffers a death in his/her immediate family, s/he shall receive up to five (5) days (which includes the day of the

funeral) leave of absence with pay. In the event a part-time faculty member suffers a death in his/her immediate family, s/he shall receive five (5) consecutive calendar days (which includes the day of the funeral) leave of absence with pay. "Immediate family" shall be defined as spouse, civil union partner, parent, son, daughter, brother, sister, or any relative residing in the same household as the faculty member or up to three (3) days for mother-in-law or father-in-law.

D. JURY DUTY

A leave of absence shall be granted a faculty member called for jury service, provided that the Board shall be obligated to pay only an amount equal to the difference between the faculty member's salary as computed on a daily basis and the daily jury duty fee paid, provided, however, that the Board shall have the right to have such employee relieved of jury duty or other such appearance in any manner permitted by law; and the faculty member is expected to report for his/her regularly scheduled College duty when his/her attendance at court is not required for the aforementioned jury duty, to the extent this is possible allowing for reasonable travel time.

E. FULL -TIME FACULTY SABBATICAL LEAVE

1. Eligibility:

To qualify as a candidate for sabbatical leave, the faculty member must have completed seven (7) years or more of successful continuous full-time service at Bucks County Community College since beginning service or since his/her last sabbatical. Any approved leave of absence during this period will be considered full-time service.

In order to be eligible for sabbatical leave consideration, faculty must be teaching a full load the year before the sabbatical is awarded.

2. Procedure:

A member of the bargaining unit shall make application in the form of a written proposal by November 15 of the year preceding the intended leave to the appropriate dean. The proposal shall set down details of plans, anticipated results, and arrangements including an accounting of any anticipated income to be derived therefrom. The application will be processed as mutually agreed upon by the Federation and Provost. The applicants will be notified not later than February 15 of the action taken on their proposal. The College shall forward to the Federation a list of applicants and a copy of the notifications sent to the applicants, which shall include the reasons for the decision made by the College regarding the sabbatical application.

A sabbatical leave which will result in increased individual performance or produce academically or socially useful results valuable to the College may be granted.

- a) A member of the bargaining unit shall file a Notification of Intent to Apply for Sabbatical Leave with the Provost by October 1 of the year preceding the intended sabbatical leave, providing a copy to the President of the BCCC Faculty Federation at the same time.
- b) The Provost shall then notify by October 15 those faculty who meet the criteria of Section 3.d. below, providing notice to the Federation President at the same time.
- c) The applicant shall submit a draft of the detailed Sabbatical Leave Application to his or her Dean or immediate supervisor no later than October 24. Details will include anticipated results and arrangements, including an accounting of any anticipated income to be derived therefrom.
- d) The applicant shall submit a draft of the detailed Sabbatical Leave Application with recommended changes, if any, to the Federation President for review no later than November 1.
- e) The revised, completed Sabbatical Leave Application is due in the Office of Academic Affairs by November 15.
- f) The application will be processed as mutually agreed upon by the Federation and Provost. The review procedure outlined herein is designed to assist the Provost in making recommendations for approval of sabbaticals to the Board of Trustees. The applicants will be notified no later than February 15 of the action taken on their proposal. The College shall forward to the Federation President a list of applicants and a copy of the notifications sent to the applicants, which shall include the reasons for the decision made by the College regarding the sabbatical application.

3. Conditions:

- a) No more than two (2) percent or four (4), whichever is greater, of the faculty of the College may receive a one semester sabbatical leave during an academic year.
- b) No more than two (2) percent or four (4), whichever is greater, of the faculty of the College may receive a two (2) semester sabbatical leave during an academic year. The cost of replacement

of faculty awarded a two (2) semester sabbatical shall not be greater than one-half the full-load costs of those faculty.

- c) Sabbatical leave may be one (1) semester or two (2) semesters in duration with total compensation of that period set at one-half (1/2) academic year salary. Half-year sabbaticals provide full pay and full benefits for the semester the faculty member is on sabbatical leave. Full year sabbaticals provide half pay and full benefits for the two semesters the faculty member is on sabbatical.
- d) Sabbaticals are subject to reasonable and equitable distribution of selections from professional and academic departments and/or units, thereby not adversely affecting the teaching capacity of a subject area. Applicants for sabbatical leave who qualify under Section 1, Eligibility and Section 2, Procedure, above will be approved in their order of seniority.

Faculty members who have received a sabbatical leave will be eligible to apply for a second sabbatical leave according to the contract; however, they will be considered for a second sabbatical leave only if the number of first-time applicants does not exceed the contract limitations.

- e) A faculty member granted sabbatical leave will be entitled to the benefits s/he would accrue during the full-time duty. Upon return to the College, after having completed sabbatical leave, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible, and shall file within three (3) months after resumption of full-time service with the appropriate dean of the College a written report of his/her activities and accomplishments during the sabbatical leave, unless waived by the College.
- f) A faculty member granted sabbatical leave who withdraws, absent a documented emergency, after January 15 will, for the following two (2) years, be placed at the bottom of the eligible applicant list. If the faculty member does not apply for the next two years, the penalty expires.

A faculty member who does not return to Bucks County Community College for a period of at least one (1) year after completing his/her sabbatical leave must reimburse the College for all monies received from it during such leave, unless waived by the College.

F. FULL-TIME FACULTY LEAVES FOR SERVICE TO THE FEDERATION

Any faculty member who is elected or appointed to a full-time position with the Federation or its affiliated organization, will upon written application submitted ninety (90) days, but not less than sixty (60) days, prior to the start of the semester, be granted a leave of absence without pay for a period not to exceed two (2) semesters, or not to exceed two (2) years, if elected or appointed to a Federation office of such term.

Upon return to the College, after having completed such service, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which s/he would have been entitled had s/he been in regular service of the College, subject to the payment of contributions provided for hereafter, where necessary.

Faculty members on such leaves of absence shall be permitted to continue their contributions, as well as those of the Board, for insurance and other benefits at no cost to the College.

G. FULL-TIME FACULTY SPECIAL LEAVES

1. Unless there is a reasonable basis for denial, special leaves of absences without pay for full-time non-probationary faculty members will be approved by the President for one (1) year, which may be renewed for additional years, at the sole discretion of the College. Purposes for special leaves of absence include acceptance of a fellowship, residency required for an advanced degree, full-time graduate study, administrative assignment to Bucks County Community College, research, and/or other reasons to be determined by the President of the College which would be of benefit to both the professional staff member and the College. One (1) semester leaves may be granted at the sole discretion of the President.
2. Applications for leaves of absence must be made in writing to the appropriate Department Dean or immediate supervisor no less than ninety (90) days prior to the date on which the requested leave would begin. Applications shall state the reasons for the leave and the contemplated results which would further the educational pursuits of the College.
3. The Department Dean or immediate supervisor shall state in writing a recommendation and its basis to the Provost who shall state in writing a recommendation and its basis to the President. Copies of said recommendations shall be forwarded to the applicant by the Department Dean and the Provost. When the President reaches a decision, either granting or not granting said leave, the reasons in writing shall be sent to the applicant no less than thirty (30) days after the date of application of said leave. Personnel on leave are required to notify the President and

their respective Dean ninety (90) days prior to the date of their intended return.

4. Upon return to the College, after having completed such unpaid leave of absence, such faculty member shall be placed on his/her prior assignment, or as close thereto as possible, with all accrued benefits and increments to which s/he would have been entitled had s/he been in regular service of the College, subject to the payments of contributions provided for hereafter where necessary, except, special leaves for other reasons will not count towards meeting minimum qualifications for promotion. Special leaves in excess of one (1) year for other than administrative assignment at the College shall constitute a break in seniority.
5. A full-time faculty member granted such leave may continue the benefits provided by the College at no cost to the College.

#### H. FULL-TIME FACULTY VOLUNTARY PARTIAL LEAVES

1. Faculty members who have completed two (2) or more years of full-time service at the College may request reduction in work load for any/all of the following reasons:
  - a) Graduate study
  - b) Family responsibilities
  - c) Preparation of material for publication, music, or art shows
  - d) Health
  - e) Retraining or preparation to teach in another academic discipline approved by the College for the purpose of enabling a faculty member to remain current in his/her discipline or prepare himself/herself for a new or different discipline important to the College.
2. Unless there is a reasonable basis for denial, such as adverse effect on the teaching capacity of a subject area, or library and counseling services, voluntary partial leaves will be approved by the President for one (1) or two (2) semesters.
3. Applications for such leave shall be given in writing to the Department Dean or immediate supervisor. Decisions on requests for the following academic year will be given on April 1. If openings remain, requests will be considered up to sixty (60) calendar days prior to the semester of the requested leave.
4. Faculty on such status shall maintain a proportionate number of office hours and advisees, and shall contribute a proportionate amount of effort to general Department and College work.

5. Voluntary partial leave shall not reduce the faculty member's load below one-half the normal load, nor shall it affect his/her status as a member of the bargaining unit, any other provisions of this Agreement notwithstanding.
6. Faculty members on such leaves shall continue to accrue all benefits and salary as if in regular full-time service except that such salaries, and College contributions to benefits, shall be reduced proportionately to the reduction in work load. Faculty members shall be permitted to pay the differential to continue full insurance and other benefits. Seniority shall accrue proportionately.
7. Faculty members who have received a voluntary partial leave will be eligible to apply for a second voluntary partial leave according to the contract; however, they will be considered for a second voluntary partial leave only if the number of first time qualified applicants does not exceed contract limitations.

I. FULL-TIME FACULTY SICK LEAVE

Employees covered by this Agreement shall be entitled to paid sick leave to the extent and as provided hereunder:

1. At the commencement of each academic year each employee will be credited with an initial or additional ten (10) work days of paid sick leave. Unused paid sick day credits may be carried over from one academic year to another to a maximum accumulation of fifty (50) work days. It is therefore clear that as of the commencement of each academic year, an employee shall be entitled to sixty (60) work days of paid sick leave but the unused sick day credits may only be carried over to the extent of fifty (50) work days.

For each work day missed as a result of sickness or illness that is not handled by collegial coverage or made up by the faculty member, one work day will be deducted from the accumulated sick leave days credited to the employee. There shall be no charge against accumulated sick leave if the class(es) is(are) collegially covered or made up under the normal practices.

2. If an illness continues for an extended period, employees shall exhaust all available accumulated and current academic year sick days prior to being provided coverage under the disability insurance program. Employees with available accumulated and current year sick days may continue in full pay status until all available sick days are exhausted, or ninety (90) consecutive calendar days of illness, whichever comes first. Employees



may not receive full pay from sick day credits and disability insurance program payments concurrently. With the effective date of this Agreement, and at the commencement of each academic year, employees shall be credited with ten (10) work days of paid sick day credits. Unused paid sick day credits may be carried over from one academic year to another to a maximum accumulation of fifty (50) work days. For absences of more than five (5) scheduled work days, the Dean or immediate supervisor may require a certification from a licensed or certified health care provider.

**ARTICLE XVIII SALARY, RANK AND PROMOTION**

**A. FULL-TIME FACULTY RANK AND HIRING SALARIES**

1. Faculty members hired prior to August 14, 1996 shall be considered for promotion to the ranks of Assistant Professor, Associate Professor, and Professor according to the promotion criteria in effect at the time they were hired.
2. Faculty members hired after August 15, 1996 shall meet the following minimum qualifications for hiring and promotion to the ranks of Assistant Professor, Associate Professor, and Professor.

**TABLE A**

	MINIMUM QUALIFICATIONS FOR HIRING	MINIMUM QUALIFICATIONS (Additional to degree) FOR PROMOTION
INSTRUCTOR	Bachelor's degree in related discipline (or equivalent) plus two (2) years successful teaching experience, or Master's degree in related discipline (or equivalent).	N/A
ASSISTANT PROFESSOR	Master's degree in related discipline (or equivalent) plus four (4) years successful college teaching experience.	Four (4) years of successful college teaching experience, at least two (2) of which must be full-time at Bucks County Community College.

<p>ASSOCIATE PROFESSOR</p>	<p>Master's degree plus 30 credits in related discipline (or equivalent) plus six (6) years successful college teaching experience or Master's degree in related discipline (or equivalent) plus eight (8) years successful college teaching experience.</p>	<p>Six (6) years of successful college teaching experience, at least three (3) of which must be full-time at Bucks County Community College.</p> <p>Full-time faculty hired for the 2003-04 Academic Year and thereafter must meet the following minimum requirements for promotion.</p> <p>Six (6) years of successful college teaching experience, at least three (3) of which must be full-time at Bucks County Community College since the date of hire or the last promotion, whichever is more recent.</p>
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**TABLE A (continued)**

<p>PROFESSOR</p>	<p>Doctorate degree in related discipline (or equivalent) plus ten (10) years successful college teaching experience.</p>	<p>Ten (10) years of successful collegiate teaching experience, at least five (5) of which must be full-time at Bucks County Community College. Associate Professors who do not hold a doctorate but have a minimum of fifteen (15) years of successful collegiate teaching experience, at least ten (10) of which must be full-time at Bucks County Community College, will be eligible for promotion to the rank of Professor.</p> <p>Full-time faculty hired for the 2003-04 Academic Year and thereafter must meet the following minimum requirements for promotion:</p> <p>Ten (10) years of successful collegiate teaching experience, at least five (5) of which must be full-time at Bucks County Community College since the date of hire or the last promotion, whichever is more recent. Associate Professors who do not hold a doctorate but have a minimum of fifteen (15) years of successful collegiate teaching experience, at least ten (10) of which must be full-time at Bucks County Community College since the date of hire or the last promotion, whichever is more recent, will be eligible for promotion to the rank of Professor.</p>
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3. Initial placement of new appointees to the appropriate rank shall conform to the above minimum qualifications, unless waived by the President of the College.

Hiring salary minimums for each rank shall be as follows:

RANK	Academic Year	Amount
INSTRUCTOR	2014-2015	\$45,580
	2015-2016	47,074
	2016-2017	48,668
ASSISTANT PROFESSOR	2014-2015	\$49,195
	2015-2016	50,689
	2016-2017	52,283
ASSOCIATE PROFESSOR	2014-2015	\$52,460
	2015-2016	53,954
	2016-2017	55,548
PROFESSOR	2014-2015	\$59,190
	2015-2016	60,684
	2016-2017	62,278

4. The College may hire full-time faculty members at a rank lower than the rank called for in Table A as set forth in this Section of this Article. The Federation agrees that it will not participate in any grievance or other proceedings challenging the rank or compensation for any full-time faculty member hired by the College at a rank lower than the rank called for in the minimum qualifications for hiring to the extent that an individual is hired subsequent to the execution of this Agreement. Furthermore, it is understood and agreed that it shall be a condition of an individual's employment that any person being hired at a rank lower than that called for by the minimum qualifications for hiring shall execute a waiver, a copy of which is attached hereto as Appendix B and incorporated by reference. However, faculty who agree to this waiver shall be eligible for expedited promotion. An expedited promotion is defined as a promotion that occurs one year earlier than the otherwise prescribed promotion.

To meet the criteria for an expedited promotion, a faculty member must

- a) meet the regular promotion criteria, and
- b) present a portfolio including evidence, since being hired at Bucks, that meets at least three (3) out of five (5) of the following criteria, or, with the approval of the Dean or immediate supervisor, two (2) out of five (5) of the following criteria:
  - i. publication in (including contributing to) professional journals, texts or other scholarly works,
  - ii. professional conference presentations,
  - iii. exhibits, concerts, poetry readings, or other professional presentations to a community or audience,

- iv. substantial professional development activities above and beyond the contractual requirements,
- v. doctoral or other post-graduate work.

The portfolio must be submitted in the semester preceding the expedited date. If that deadline is missed, the promotion will revert to the regularly scheduled date.

Expedited promotion recommendations follow the established promotion schedule.

- 4. Effective with this agreement, any new, full-time faculty member with an earned doctoral degree shall receive a one thousand (\$1000.00) dollar salary adjustment at hiring.
- 5. Base salary for faculty already at rank whose salary, including the annual increase is still below the new minimum, will be raised to the new minimum salary for their rank.

**B. FULL-TIME FACULTY PROMOTIONS**

- 1. Promotion to the rank of Assistant Professor, Associate Professor, and Professor shall be considered for the academic year following attainment of minimum qualifications listed in Table A. Such promotion shall not be arbitrarily or capriciously denied. Disputes arising under this paragraph will follow the procedure provided in Article VI, subsection K., Complaints.
- 2. The present policies and procedures relating to waivers and equivalencies shall remain in effect and shall continue to be applicable to initial appointments.
- 3. Faculty members who attain an earned Ph.D., Ed.D., or other discipline related doctorate from an accredited institution during service with Bucks County Community College shall receive an additional one thousand five hundred (\$1,500) dollars in the academic year following the granting of the degree.
- 4. Faculty members who are promoted to the rank of Assistant Professor shall receive an additional salary increase of five hundred (\$500) dollars at the time of promotion.
- 5. Faculty members who are promoted to a rank above Assistant Professor shall receive an additional salary increase of seven hundred (\$700) dollars at the time of promotion.

6. Promotional recommendations made by the Department Dean or immediate supervisor to the Provost must be based on positive classroom evaluations and service to the College.

Faculty holding the rank of Professor shall be evaluated for classroom instruction once every three years.

7. The parties agree that all future increases in salaries due to promotion shall be calculated as follows:
  - a) First, salaries below the minimum for the promotional rank will be increased to the new minimum for the academic year in which the promotion will take effect.
  - b) Second, the wage increment established for the academic year in which the promotion will take effect will be added to the salary established in step a) above.
  - c) Third, the promotion increment will be added to the salary established in step b) above.
  - d) If there is an earned doctorate stipend, then that amount will also be added to the amount established in step c) above.

If the salary after steps 7.a, b, and c, above, of any newly promoted faculty member is higher than that of other faculty members already at that rank (after the annual increase), the salary of those faculty members already at rank will be raised to match that higher amount (i.e., the amount of the newly promoted faculty member's salary).

**C. FULL-TIME FACULTY COMPENSATION**

**1. Academic Year Increases**

	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>
Instructor	\$1273	\$1494	\$1594
Assistant Professor	\$1273	\$1494	\$1594
Associate Professor	\$1273	\$1494	\$1594
Professor	\$1273	\$1494	\$1594

The TIAA/CREF employer contribution rate shall be 9.29% and shall remain at this level for the duration of this Agreement.

2. Learning Resources faculty employed on a twelve (12) month contract will be paid at 1.3 times their base salary. They shall be entitled to

twenty-two (22) work days of prorated vacation per year. After fifteen (15) years of service, this shall increase to twenty-five (25) work days of prorated vacation per year. Vacation schedules must be mutually agreed upon by the employee and the College. Conflicts between employees regarding vacation schedules shall be resolved on the basis of seniority. All twelve (12) month Learning Resources faculty shall have two (2) emergency leave days and two (2) personal days annually. All nine (9) month Learning Resources faculty shall have one (1) emergency and one (1) personal day annually. These emergency and personal days are not cumulative. Twelve month contract faculty members shall be credited each year with twelve (12) work days of paid sick leave.

**D. PART-TIME FACULTY COMPENSATION**

Part-time faculty will receive the following compensation based on credit hours.

Credits accrued*	Fall 2014	Fall 2015	Fall 2016
0 to 30	\$1,045	\$1,070	\$1,097
31 to 60	\$1,078	\$1,103	\$1,130
61 to 110	\$1,111	\$1,136	\$1,163
Over 110	\$1,144	\$1,169	\$1,196

For the purposes of determining compensation, credits shall accumulate College-wide. For the purposes of determining frequency of evaluation, however, credit hours shall accumulate only within each separate Department in which the faculty member may be teaching.

**ARTICLE XIX STATEMENT ON WORKLOAD FULL-TIME FACULTY**

1. The normal full-time faculty teaching load each semester shall be fifteen (15) credit hours with the exception of courses in the Department of Language and Literature where faculty teach English Composition, Literature, and Developmental Reading. The full-time faculty teaching load for these areas shall be twelve (12) credit hours. The total overload, including load credit equivalents, for full-time faculty during each of the regular academic year semesters is not to exceed eleven (11) load credits per semester.
  
2. **SUMMER AND OVERLOAD COMPENSATION FOR FULL-TIME FACULTY**  
 Compensation for full-time faculty overload and summer school teaching shall be at the rate of \$1,144 per credit hour as of August 15, 2014. As of the commencement of the Fall 2015 semester, the rate shall be increased to \$1,169 per credit hour. As of the commencement of the Fall 2016 semester, the rate shall be increased to \$1,196 per credit hour.

3. Counselors and Learning Resources faculty shall be compensated for non-teaching work authorized in addition to their regular schedule at a per hour rate of two thirds (2/3) of the lecture or classroom per hour rate.
4. Faculty members who receive approval from the Dean or immediate supervisor to conduct an independent study project with a student or students shall receive compensation at the rate of \$75.00 per credit hour granted to participants in the independent study.
5. Faculty members who receive approval from the Dean or immediate supervisor to teach designated honors sections (i.e. all students in the class are participants in the honors section) will receive no additional compensation. Faculty members who receive approval from the Dean or immediate supervisor to teach honors by contract will be compensated at the rate of \$75.00 per student, to be calculated at mid-term, and paid as a stipend in the next pay period following that calculation.
6. Nursing Clinical instructor to student ratio shall not exceed 8 students per instructor

***ARTICLE XIX (continued) STATEMENT ON WORKLOAD – PART-TIME FACULTY***

1. The total teaching load, including load credit equivalent, for part-time faculty is not to exceed four (4) course sections up to a maximum of eleven (11) load credits per semester.
2. Learning Resources faculty and Counselors shall be compensated for such authorized work at a per hour rate of two-thirds (2/3) of the lecture or classroom per hour rate.
3. Faculty members who receive approval from the Dean or immediate supervisor to conduct an independent study project with a student or students shall receive compensation at the rate of \$75.00 per credit hour granted to participants in the independent study.
4. Faculty members who receive approval from the Dean or immediate supervisor to teach designated honors sections (i.e. all students in the class are participants in the honors section) will receive no additional compensation. Faculty members who receive approval from the Dean or immediate supervisor to teach honors by contract will be compensated at the rate of \$75.00 per student, to be calculated at mid-term, and paid as a stipend in the next pay period following that calculation.
5. Nursing Clinical instructor to student ratio shall not exceed 8 students per instructor.



**ARTICLE XX TUITION REIMBURSEMENT**

Effective with this Agreement, the College shall increase the fund for tuition reimbursement for full-time faculty to \$34,500 in the first year, and shall increase the same fund by \$2,000 per year for each remaining year of the contract. Effective with this Agreement, the College shall increase the fund for tuition reimbursement for part-time faculty to \$22,000 in the first year, and shall increase the same fund by \$2,000 per year for each remaining year of the contract. Final tuition reimbursement shall be distributed to faculty in the final pay period in June following receipt of documentation of successful course completion. Deadlines for submission of such documentation shall be September 15 for summer courses, January 15 for fall courses, and June 1 for spring courses.

Courses or professional training for full-time tenure track faculty for which reimbursement is granted shall be relevant to the employee's faculty assignment or for special educational purposes (such as retraining to teach in another discipline), or degree objectives. Courses or professional training for part-time faculty for which tuition reimbursement is granted shall be relevant to the part-time faculty member's teaching area or degree objectives. The courses or professional training must be prior approved by the Provost, which said approval shall not be unreasonably withheld but said courses and/or professional training must be satisfactorily completed in order to qualify for reimbursement.

**ARTICLE XXI FULL-TIME FACULTY BENEFITS**

**A. HEALTH INSURANCE - HOSPITALIZATION AND MAJOR MEDICAL**

1. New full time bargaining unit members hired after July 1, 2011 will be eligible for IBC/Keystone POS 15 and IBC/Keystone POS 5; *see chart below for annual payroll deduction rate.*
2. Current full time bargaining unit members will be eligible for health insurance as follows:
  - a) IBC/Keystone POS 15 will be available to all members; *see chart below for annual payroll deduction rate.*
  - b) Faculty enrolled in POS15 may buy up to Keystone POS 5; the payroll deduction required is set forth in the chart below.
  - c) The IBC PC 20 plan is closed to new or existing bargaining unit members.
  - d) The IBC PC 10 plan is closed for any new enrollment. The payroll deduction required for the IBC PC 10 is set forth in the chart below.

**CONTRIBUTIONS TO HEALTH CARE**

		IBC/Keystone POS 15	IBC/Personal Choice 10	IBC/Keystone POS 5 Buy Up
Yr 1	Payroll Deduction	7.5%	12.5%	The difference from the amount the College contributes to the POS 15 plan and the total cost of the POS 5 plan.
Yr 2	Payroll Deduction	8.0%	12.5%	The difference from the amount the College contributes to the POS 15 plan and the total cost of the POS 5 plan.
Yr 3	Payroll Deduction	8.5%	12.5%	The difference from the amount the College contributes to the POS 15 plan and the total cost of the POS 5 plan.

3. The present health care insurance described above, including deductibles, will remain in place to the end of the contract.
4. The parties may establish a four person committee (two from the Federation and two from the College) to take and make proposals related to changes in health care providers and benefits that are of mutual interest to both parties. Any cost savings derived thereby shall be shared equitably.

The Federation will participate in a College-wide committee during the term of this agreement to research, discuss, and negotiate with health insurance providers and plans to avoid the potential financial impact of the ACA “Cadillac” health plan tax. If the aforementioned tax remains in place and with its currently planned 2018 implementation, the parties agree to have new or modified plans ready to go into effect when the present plans are up for renewal in May, 2018.

5. In the event of a death of a full-time member then covered by dependent or family coverage, the College will offer continued medical insurance coverage to the eligible surviving spouse, civil union partner, and other dependents under the terms of COBRA or other applicable law(s). The College will assume the full cost of such survivors’ medical coverage for the first six (6) months of the benefit continuation period required by law, currently 36 months under COBRA.

6. The College will list, if feasible, the cost of year to date health care insurance to the individual employee on his/her paycheck.
7. The College shall continue to reimburse members covered by the College's health care insurance for inpatient admission co-pays.

**B. DENTAL INSURANCE**

1. The College will pay the full cost for all employees and 90% of the cost for dependent coverage for the basic Met Life or comparable plan for the period ending August 15, 2017. The cap for the Met Life benefit will be \$1,800 per year, with the caps to be interpreted in accordance with the current program of dental insurance being provided by the College, the contributions to be paid by employees as agreed upon. Annual deductibles for this plan, measured by the calendar year, will be \$75 per person, up to \$225 per family.
2. The College shall also provide the Met Life major restorative dental plan or a comparable restorative dental plan with the College paying one-hundred percent (100%) of the cost of the insurance premiums for employees only.
3. The spouse, civil union partner, and/or dependents of full-time faculty employees shall receive the same coverage as the full-time faculty employee for special services which include crowns, bridges, dentures and the like. The cost for the additional coverage shall be divided equally between the College and the full-time faculty member.
4. In lieu of the Met Life or comparable dental program described in the preceding paragraphs, full-time faculty members may elect to enroll in the dental benefits program offered by Dental Services Organization, Inc. (DSO). The College will pay the full cost for all employees and 90% of the cost for dependent coverage for the DSO plan for the period ending August 15, 2017.
5. In the event of the death of a full-time faculty member then covered by dependent or family dental coverage, the College will offer continued dental insurance coverage to the eligible surviving spouse, civil union partner, and other dependents under the terms of COBRA or other applicable law(s). The College will assume the full cost of such survivors' dental coverage for the first six (6) months of the benefit continuation period required by law, currently 36 months under COBRA.

**C. BENEFITS WAIVER**

Effective fall 2010, for those faculty members who waive health care benefits and were hired prior to 2004, the annual payment amount shall be \$3800. For those faculty members who waive health care benefits and were hired in 2004 and thereafter, the

annual payment amount shall be \$2600. Faculty members who return to College-provided health care benefits may select the plan or the equivalent in which they were enrolled at the time they elected the waiver or any other plan currently open to new employees.

D. BENEFITS COVERAGE

The College will offer the same benefits coverage to civil union partners (with evidence of civil union) as it offers to spouses of all full-time employees.

E. LONG-TERM DISABILITY

1. The College agrees to provide long term disability (LTD) benefits at the rate of sixty-five percent (65%) of base salary. The maximum monthly benefit under this plan will be ten thousand dollars (\$10,000). The College will continue full payment of the costs of long-term disability insurance. New faculty will be eligible for long-term disability coverage on the January 2, or June 1 dates following the semester they commence actively teaching for the College.
2. Faculty members on STC contracts shall be eligible for long-term disability benefits effective the beginning of their third semester of consecutive employment.
3. The College and the faculty agree that long-term disability benefits and salary deductions for other absences shall be based on the formulas outlined in the memorandum of agreement dated 2/4/87, as amended to include updated calendar day provisions.

F. LIFE INSURANCE

The College shall provide life insurance in an amount equal to twice the faculty member's base salary rounded to the next highest one thousand (\$1,000) dollars.

G. TUITION WAIVER

Tuition at Bucks County Community College is waived for a full-time employee covered by this Agreement and his/her spouse, civil union partner, and dependent children as defined by College policy.

Credit course tuition, inclusive of out-of-county and out-of-state capital fees, is waived for full-time faculty and their aforementioned family members as indicated in the chart that follows. Non-credit course tuition waiver amount for full-time faculty is calculated using the formula included in this policy and eligibility as indicated in the chart.

Tuition waiver does not cover college services fee, technology fee, student activity fee, or textbooks. These fees are to be paid at the time of registration. The

College reserves the right to require the payment of any outstanding fees before approving tuition waivers.

Employees must submit to the Office of Human Resources a completed Request for Tuition Waiver form with the signatures of the supervisor and Vice President or Provost prior to enrolling in any course. These forms are available through the Office of Human Resources.

For each such student enrolled in credit courses, the maximum tuition waiver per semester will be 16 credits. For non-credit courses, the tuition waiver will be calculated as follows: for each 16 hours of non-credit instruction, a reduction to the course cost will be applied equivalent to the cost of 1 credit hour of tuition, with a maximum per student tuition waiver of 16 credits per course. Enrollment in non-credit courses will be on a space available basis. An employee’s children, stepchildren, adopted and foster children, may enroll in summer camps at a 50% reduction in tuition for full-time employees. See chart below for tuition waiver coverage by employee category.

Maximum 16 credits per student per semester (credit)  
Maximum 16 credits per student per course (non-credit)

	Credit	Non-Credit
Full-time faculty	Covered	Covered
Full-time faculty spouse	Covered	Covered
Full-time faculty eligible child	Covered	Covered

- H. The College urges all faculty employees to safeguard and review with their spouses and/or beneficiaries the details of their medical, dental, life insurance and long-term disability insurance booklets that are provided to them by the insurance companies through the group employee coverage in those areas.
- I. **PENSION BENEFIT**  
Effective June 1, 2015, new faculty hires, except for those with previous participation in PSERS or SERS, will be eligible to participate in TIAA-CREF only.

***ARTICLE XXI (Continued)***

***PART-TIME FACULTY BENEFITS***

In addition to Tuition Reimbursement as specified in Article XX of this Agreement and the benefits contained in the Handbook for Part-Time Faculty, the following benefits shall be granted to part-time faculty.

**A. TUITION WAIVER**

Part-time faculty members are eligible for tuition waivers for credit courses taken

at Bucks County Community College.

Credit course tuition, inclusive of out-of-county and out-of-state capital fees, is waived for part-time faculty and their aforementioned family members as indicated in the chart that follows. Non-credit course tuition waiver amount for part-time faculty is calculated using the formula included in this policy and eligibility as indicated in the chart.

Tuition waiver does not cover college services fee, technology fee, student activity fee, or textbooks. These fees are to be paid at the time of registration. The College reserves the right to require the payment of any outstanding fees before approving tuition waivers.

In addition the spouse, civil union partner, and dependent children as defined by College policy, of a part-time faculty member are eligible for pro-rated tuition waivers based on the credits accrued by the part-time faculty member. The amount of the waiver will be based on the faculty member's accumulated Bucks credits prior to the semester the family member requests the waiver according to the following schedule.

PT Faculty BCCC Tuition Waiver	Base Spouse and Child Waiver % on total credits taught
PT Teaching Credits Accrued Prior to the Waiver Term	Percent BCCC Tuition Waiver for Family
0-30 credits	25%
31-60 credits	50%
61-110 credits	75%
Over 110 credits	100%

Employees must submit to the Office of Human Resources a completed Request for Tuition Waiver form with the signatures of the supervisor and Vice President or Provost prior to enrolling in any course. These forms are available through the Office of Human Resources.

For each such student enrolled in credit courses, the maximum tuition waiver per semester will be 16 credits. For non-credit courses, the tuition waiver will be calculated as follows: for each 16 hours of non-credit instruction, a reduction to the course cost will be applied equivalent to the cost of 1 credit hour of tuition, with a maximum per student tuition waiver of 16 credits per course. Enrollment in non-credit courses will be on a space available basis. An employee's children, stepchildren, adopted and foster children, may enroll in summer camps at a 25% reduction for part-time employees. See chart below for tuition waiver coverage by employee category.

Maximum 16 credits per student per semester (credit)  
 Maximum 16 credits per student per course (non-credit)

	Credit	Non-Credit
Part-time faculty	Covered	Covered
Part-time faculty spouse	Pro-rated (as above)	Pro-rated (as above)
Part-time faculty eligible child	Pro-rated (as above)	Pro-rated (as above)

**B. HEALTH INSURANCE REIMBURSEMENT**

Effective with this Agreement, the College shall increase the established fund for health insurance reimbursement to \$54,500 per academic year. At the expiration of each academic year, the College will replenish the fund. The same fund will be increased by an additional \$2,500 per academic year so that the fund beginning with the Fall semester of 2016 shall be \$59,500.

The fund shall be used for the purpose of assisting part-time faculty with the cost of maintaining health insurance for the part-time faculty member and his/her dependents. In order to be eligible for a health insurance reimbursement, the part-time faculty member must be actively teaching during the semester when the request for reimbursement is made. The Federation shall receive any and all requests for health insurance reimbursements from part-time faculty and determine if the part-time faculty member is eligible for reimbursement and the extent of the reimbursement that is to be made by the College. Upon receipt of the underlying reimbursement request together with a written confirmation from the Federation that the College shall reimburse the part-time faculty member for the expenditure, the College shall, as soon as practical thereafter, reimburse the part-time faculty member for the costs incurred which were subject to the reimbursement as set forth herein. The Federation shall establish the criteria which would warrant a reimbursement for health insurance expenses for part-time faculty.

The College will make available to part-time faculty the Dental Services Organization (DSO) and Point of Service Plans upon the same basis that it makes available the HMO Plans. The College will pay nothing towards a part-time faculty member's participation in the HMO, Point of Service or DSO Plans.

**C. PENSION BENEFIT**

Any part-time faculty member who has retired from an institution under PSERS will be placed into the TIAA-CREF pension plan in accordance with College Policy and Procedures. Effective June 1, 2015, all other new part-time faculty hires, except for those with previous participation in PSERS or SERS, shall be eligible to participate in TIAA-CREF only, provided they meet the eligibility for pension membership.

**ARTICLE XXII      *FULL-TIME FACULTY SENIORITY, TRANSFERS AND  
DISPLACEMENT***

**A.      SENIORITY**

1.      Seniority shall be on a College-wide basis and shall mean an employee's length of full-time, regular service from the most recent date of employment. All leaves, except as expressed to the contrary within the definition of a particular leave provided for in this Agreement, shall be considered continuous employment when determining seniority. All fractional appointments will provide for proportional seniority increases. In the event two (2) or more employees have the same seniority, length of employment at the College (1) as a previous full-time; (2) as rendering previous teaching service; and (3) other previous teaching experience, shall be used to resolve conflicts. In the event these are not conclusive or in the event there has been no such employment, the date of the employee's letter of appointment shall govern.
2.      Those who hold non-bargaining unit positions within the College shall retain seniority earned through service in bargaining unit positions, but they shall not accrue additional seniority while out of the bargaining unit except as provided in Article XVII and other written policies or agreements. Department Deans shall retain and accrue seniority while serving as such and all other persons holding faculty rank on administrative appointments shall retain and accrue seniority while serving in such appointments.

**B.      TRANSFERS**

In the event the College determines that a vacancy and/or opening in the bargaining unit exists, the College shall post and publish it and no such vacancy and/or opening shall be filled on a permanent basis for thirty (30) calendar days after such notification so that all qualified interested employees shall have had the opportunity to apply for such vacancy and/or opening.

In the event a Department, program, discipline or course is transferred to a different Department or administrative unit, thereby affecting the displacement of a member of the bargaining unit, the employee in that Department, program, discipline or course(s) also shall be transferred.

**C.      DISPLACEMENT**

In the event of a reduction in the number of faculty covered by this Agreement for any reason, the following shall apply:

1.      An employee who cannot be employed by the exercise of seniority within his/her discipline or subject area and, if s/he has the required seniority, s/he shall have the right to be employed in any other position within



his/her areas of qualification(s) within the bargaining unit. Such employee shall be deemed qualified in an area if s/he meets the minimum hiring qualifications of the position.

2. If an employee exercises the above rights, the most junior employee in that employee's areas of qualification(s) will be displaced.
3. Displacement of another employee shall not occur if a full-time position can be made available by the elimination of part-time and overload assignments which the employee is qualified to teach.
4. An employee who has exercised his/her right of displacement shall be reinstated to his/her original department or subject area when a position for which s/he is qualified becomes available.
5. Any employee who is displaced and for whom no position exists shall be placed on a recall list and shall retain all prior accrued rights, seniority, and benefits obtained up to the date s/he was placed on the recall list, and all of these rights and his/her position on the recall list shall be retained for a period equal to his/her length of service with the College. However, the maximum period a displaced faculty member may retain his/her rights of placement on the recall list and the accrued rights, seniority, and benefits listed above shall not exceed five (5) years.
6. Recalls of qualified employees shall be based on seniority. Upon recall to full employment, an employee shall retain all accrued rights, seniority, and benefits earned prior to lay-off or displacement as stipulated in this Article and shall immediately begin to accrue additional seniority for all purposes.
7. Notification of recall shall be by certified letter. The faculty member shall have fifteen (15) calendar days to respond. If s/he does not accept the position offered within the fifteen (15) calendar days s/he shall be considered resigned. Return to employment may not be required prior to the beginning of the next academic year. It is the responsibility of the employee to keep the College informed of his/her current address. The College is free to fill a position, using any appropriate method, while awaiting the return of a recalled employee.
8. The College shall have the right to determine the qualifications of a faculty member in order for that faculty member to teach in other Departments/units of the College for the purpose of making load. This movement into other areas will occur only after part-time or overload courses, which the faculty member is qualified to teach in his/her own area, are exhausted.

9. The Provost and the Department Dean or immediate supervisor of the area or Department/unit to which the faculty might move should examine the faculty member's credentials in order for the Provost of the College to determine the qualifications of the faculty member to teach within that area.
  10. The Dean or immediate supervisor affected by the move may not unilaterally deny a section to a faculty member, determined qualified by the College, who cannot make load in his/her area of employment.
  11. If the assignment of a course to a faculty member in making load in another discipline causes a displacement of a junior employee, then it is understood that the faculty member being transferred must meet the same minimum qualifications that the junior employee was required to fulfill upon his/her initial employment.
  12. The College Administration should identify disciplines or Departments with potential teaching load problems and identify the areas in which courses are currently taught on overload or on part-time basis to which faculty members might be assigned.
  13. Procedural regulations for overload assignments will remain the same as outlined in the policy manual and this collective bargaining Agreement.
- D. The College shall notify a tenured or tenure-track faculty member of the elimination of his/her position at least two (2) full academic semesters prior to the effective date of the elimination of the position.
  - E. No faculty member's position will be eliminated pursuant to subsection D above, during mid-semester.
  - F. Any employee transferring or exercising his/her right of displacement shall retain all accumulated seniority for all purposes and all previously earned rights and benefits.
  - G. The College shall provide the Federation with a list of all employees in the Bargaining Unit in the order of seniority, as defined above, annually.

### ***ARTICLE XXIII      TOTALITY OF AGREEMENT***

Except as otherwise specifically provided within this Agreement, the parties hereto agree that all items presented for or subject to negotiation have been discussed during the negotiations leading to this Agreement and, therefore, agree that for the term of this Agreement or any extension thereof, negotiations will not be conducted on any item, whether contained herein or not, except by mutual agreement.

**ARTICLE XXIV      AGREEMENT AGAINST STRIKES AND LOCK-OUTS**

During the term of this Agreement or any extension thereof, the Federation shall not either directly or indirectly, countenance, support, suggest or participate in any strike, work-stoppage, or slow-down of any sort; nor shall there be any lock-out on the part of the Board.

**ARTICLE XXV      SEVERABILITY**

In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent Jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, that this Agreement shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet for the purpose of negotiating a substitute provision.

**ARTICLE XXVI      TERM OF AGREEMENT**

This Agreement shall remain in full force and effect to and including August 14, 2017, and shall automatically renew itself from year to year thereafter unless, no later than January 15, 2017, either party shall serve notice on the other of its desire to terminate, modify, or amend this Agreement. Upon service of such notice, negotiations shall begin no later than February 1, 2017 so as to permit the parties to conform to the requirements of Article VIII of Act 195.

This Agreement in its totality has been adopted in furtherance of the provision of Act 195, the Pennsylvania Public Employees Relations Act.

In witness whereof, the parties hereto have caused these presents to be duly executed and sealed the day and year first above written.

**BUCKS COUNTY COMMUNITY COLLEGE**

By: \_\_\_\_\_  
James M. Dancy, Chair, Board of Trustees

**BUCKS COUNTY COMMUNITY COLLEGE FEDERATION OF TEACHERS,  
LOCAL 2238, AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

By: \_\_\_\_\_  
John Strauss, President



## **APPENDIX A**

### **FULL-TIME FACULTY WORKING CONDITIONS**

#### **A. LABORATORY CLASS ENROLLMENT**

Enrollment in all specifically designated laboratory classes is determined by the maximum number of appropriately equipped student workstations. Enrollment by students in such classes during the drop/add period shall be allowed up to the maximum as determined by the appropriate number of student workstations. The appropriate number of student work stations for the purposes of this working condition shall be determined by the Dean or immediate supervisor in consultation with the Provost.

#### **B. TEACHING SCHEDULE ASSIGNMENTS**

A minimum of twelve (12) hours shall elapse between a faculty member's last regularly scheduled class or hours in a day and his/her first regularly scheduled class or hours on the following day unless otherwise requested by the faculty member. A full-time faculty member teaching overload is exempt from this procedure. Also exempt are those cases resulting from the teacher's request to be assigned on an evening different from the proposed schedule.

#### **C. FACULTY ATTENDANCE AT CONVOCATION AND GRADUATION**

Attendance at Convocation and Graduation is encouraged but voluntary. Faculty members not expecting to attend shall notify the appropriate Department Dean or immediate supervisor not later than fourteen (14) calendar days before the event.

#### **D. COURSE PREPARATION**

Teachers should have no more than three different course preparations each semester unless requested by the teacher. Where the nature of course offerings and the number of available teachers prevent the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per teacher.

#### **E. FACULTY CAMPUS HOURS**

When faculty members are not scheduled for classes, office hours, College committees, or other required College meetings, they are not required to be on campus. College officials may call on faculty members in emergency situations.

#### **F. FACULTY PARTICIPATION IN REGISTRATION**

Faculty are not required to participate in the registration procedure. Academic advising for returning students is not part of the registration procedure and remains the faculty's responsibility.

G. ASSIGNMENT OF ADVISEES

The assignment of returning student advisees to an academic advisor will be made so that a student's educational goals fall within the general area of an advisor's professional preparation. When a student's educational goals are unclear, the most appropriate assignment shall be made according to individual circumstances. Faculty shall be able but not required to use office hours for advising.

H. OVERLOAD AND SUMMER ASSIGNMENTS

Tenure-track faculty will be given primary consideration in the assignment of overload and in summer session teaching appointments, provided teacher requests for consideration are received by the Department Dean or immediate supervisor by established deadlines.

Summer Session assignments will be limited to a total of 6 sections or up to 22 credits, normally distributed at a maximum of 3 courses or up to 11 credits each session. Academic semester assignments will be limited to a total of 3 courses or up to 11 credits per semester. Full-time faculty members will receive primary consideration for the first two rounds of assignments and then go into a pool with part-time faculty members for their third request.

Faculty members who regularly taught three overloads prior to Fall 2006 shall continue to receive primary consideration for the third overload, barring performance issues.

I. COURSE ASSIGNMENT ADMINISTRATION

In cases where Jurisdiction over course assignment is questioned, the several Department facilities concerned shall, through their Department Dean or immediate supervisor, consult with the Provost. If, as a result of such consultation, there is a failure to resolve the differences, the Provost shall assign the responsibility to the appropriate Department.

J. COURSE DESIGN

Course presentation, instructional materials, including texts and course syllabus, shall be established by the faculty member assigned to the course. The course syllabus shall be presented to the Department/Unit for approval. In no case shall a faculty member abrogate the approved master course outlines. The pedagogical delivery of the master course outline is at the discretion of the faculty member provided that College policies and procedures are followed.

K. TEXTBOOK ROYALTY

If a textbook or other instructional material, written by an employee holding an appointment to the faculty, is adopted for instructional use in his/her own class and must

be purchased by students, thus yielding royalty to the author, s/he shall contribute such royalty to his/her selected student financial aid fund at Bucks County Community College.

L. FACULTY RECRUITMENT AND SELECTION

Each Department shall annually elect a committee or act as a committee of the whole whose function, together with the Department Dean or immediate supervisor, shall be the screening of applicants for positions within that Department/Unit. Such applicants shall be reviewed after a national search for prospective applicants. The committee shall recommend candidate(s) meeting the conditions of appointment for each position available to the Provost and the President of the College, who will make his/her appointment from among the candidate(s) recommended. If the filling of a vacancy is urgent, and the Department Committee and/or the Department Dean or immediate supervisor, in that order, are not available, then the President shall make the appointment.

M. DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING

Individual departments, together with the Department Dean or immediate supervisor, shall participate in the departmental budget-making process.

N. GUIDELINES FOR SCHEDULING

In all Departmental scheduling the instructional and other services ordinarily provided by the Department/Unit shall be of primary consideration.

Faculty shall submit schedule requests in writing by the agreed upon date to the Department Dean or immediate supervisor. If a faculty member does not submit a request, the Dean shall schedule the faculty according to the needs of the Department/Unit.

The Dean or immediate supervisor shall accommodate faculty requests whenever possible so long as the instructional and other staffing needs of the Department/Unit are met. Faculty who have unusual personal circumstances or professional educational needs should ordinarily be given special consideration, where such consideration is not inconsistent with the needs of the Department/ Unit. Faculty with such special needs should submit, in writing, at the time they submit schedule requests, the circumstances requiring particular considerations.

The College will normally provide schedules to full-time faculty members on or before the eighth week of the previous semester and before any schedules are put into final form by the College.

The Dean or immediate supervisor shall normally assign in-load courses before any overload or part-time courses are assigned; faculty requests for in-load schedules will normally take precedence over requests for overload or requests by part-time faculty.

A faculty member may be eligible for scheduling in more than one Department provided the faculty member is qualified for assignment in a second Department/Area and the Department Dean or Immediate Supervisor of both Departments affected and the Provost approve such assignment.

Department Deans and immediate supervisors shall not use seniority as the basis for determining faculty scheduling requests.

Department Deans and immediate supervisors shall not arbitrarily deny faculty requests.

N. (Continued) GUIDELINES FOR SCHEDULING INTEGRATION OF KNOWLEDGE COURSES

Scheduling Integration of Knowledge (INTG) courses presents challenges and constraints unique to their being team-taught, multi-disciplinary courses for which both full- and part-time faculty are qualified to teach and for which no faculty member has the expectation or requirement of load.

1. In all INTG scheduling the instructional and other services ordinarily provided by the unit will be of primary consideration.
2. Ordinarily, INTG faculty members will have participated in and completed all requirements of an Integration of Knowledge professional development institute. Full- and part-time faculty members must be in good standing in their home departments to be eligible to request to teach INTG courses.
3. For purposes of scheduling, the College shall establish and maintain a list of faculty members qualified to teach Integration of Knowledge courses. This list shall identify disciplinary perspectives each faculty member is qualified to teach in INTG courses. Such determination is made by the INTG administrator, in consultation with INTG faculty at the discretion of the administrator. Faculty members are responsible for informing the INTG administrator of any change in their qualifications. This list shall constitute the pool from which course assignments will be made.
4. The INTG administrator shall distribute to all eligible faculty members by the agreed upon date a preference sheet indicating the projected course offerings. INTG faculty teams shall submit the preference sheet to indicate in writing schedule preferences, including course, teammates, delivery mode, site, and/or times, by the agreed upon published date to the INTG administrator. If a faculty member does not submit a preference sheet, s/he will not be scheduled for the following semester. Faculty members will continue to receive preference sheets for two (2) calendar years following a break in service. After that, faculty members will bear the responsibility for requesting that their names be returned to the scheduling pool.



5. The INTG administrator shall make every effort to assign courses to qualified faculty teams using the preference and qualifications list. Ordinarily, faculty members will participate on only one INTG faculty team per semester. The INTG administrator shall make every effort to assign one course to each team before assigning any faculty member a second course in the same semester.
  - a. Scheduling shall, as much as possible, reflect the faculty members' preferences while fulfilling the needs of the unit.
  - b. Scheduling of full-time faculty members to INTG courses in-load requires approval of the INTG administrator, the faculty member's Department Dean or immediate supervisor, and the Provost. In most instances, except those in which a part-time faculty member teaches only INTG courses, scheduling of part-time faculty members and full-time faculty teaching overload to INTG courses requires notification of the faculty member's Department Dean or immediate Supervisor.
  - c. The INTG Administrator shall, by week ten of each semester, provide faculty members with tentative schedules, subject to change based on enrollment.
  - d. Whenever possible, faculty members will be listed as tentatively scheduled in the all-county mailer.
6. In cases where more than one faculty team is qualified to teach a course offered in limited sections, the INTG administrator will rotate assignment of that course between/among all qualified faculty teams.
7. Faculty hired to teach an INTG course will be hired from and housed in an academic department, including Learning Resources and Counseling.

O. PERIODIC REVIEW OF PROGRAMS, COURSES AND ENROLLMENT PATTERNS

The Department Dean or immediate supervisor, in cooperation with the faculty of the Department/Unit, are responsible for the examination and review of all programs of study, courses, and enrollment patterns for which the Department/Unit is administratively responsible. This examination and review shall occur not less than once every five (5) years. Faculty, along with the Dean or immediate supervisor, are responsible for assisting in the preparation of timely audits of their programs to be presented to the Board of Trustees.

P. DEPARTMENTAL PARTICIPATION

Each Department shall elect a committee or act as a committee of the whole whose function shall be to meet with the Provost to consider all eligible candidates for the Department Dean position. The committee will provide at least three (3)

recommendations to the Provost with the strengths and weaknesses of each candidate. The committee may rank its recommendations in the order of preference. The President of the College will appoint the Dean from the recommendations received from the Provost and the committee.

Such appointment shall be made by April 1. In the event that the President should prefer not to approve any of the candidates, the selection process will begin again. If requested, the Provost will advise the screening committee as to why recommendations from the screening committee were not accepted. Thereafter, appointments to Department Dean positions will be accomplished by May 1. Appointments to Department Dean positions that have not been accomplished by the time specified may be filled by the President of the College with a one (1) year appointment.

Q. OFFICE HOURS FOR FACULTY

Each faculty member shall schedule five (5) hours per week as office hours. Such hours shall be utilized primarily for consultation with students.

The schedule of hours shall be posted on the door of the office at the beginning of each semester, with a copy to the Department Dean or immediate supervisor, and included in the course syllabus. The schedule may be changed by the faculty member provided s/he notifies the Department Dean or immediate supervisor of such changes.

R. COUNSELORS AND LEARNING RESOURCES FACULTY

Faculty members who are employed as Learning Resources Faculty and Counselors shall have the same rights and privileges of academic department faculty members, except involvement in selection of the Director or Dean.

S. EVALUATIONS

The teaching performance of faculty members shall be subject to evaluation using procedures determined by the *Regulations, Procedures and Processes for the Evaluation of Faculty Members*, as may be revised and/or amended by standing committee and approved by the President or by collective bargaining and approved by the Board.

T. PROPOSALS ON PROGRAMS OF STUDY AND COURSES

Proposals for addition, deletion, or change to programs of study or courses shall pursue the objectives of the College and may come from the professional staff, students, or the community the College serves. Each proposal must be in writing. The initiating or originating of courses is the primary responsibility of the professional staff of the College.

The proposal shall be placed on the agenda of a scheduled Department meeting to begin a thorough review and evaluation. The Department recommends the proposal to the

appropriate committee, rejects it, or returns it to the proposer for more information or further consideration.

U. PRE-RETIREMENT OPTION

Members of the faculty with five (5) years or more of service with the College become eligible to select a pre-retirement option in the academic year during which they become sixty (60) years of age.

Any faculty member who elects the pre-retirement option shall receive pro-rated salary and pro-rated fringe benefits based upon a proportionate reduction in instructional time, office hours, and related teaching duties.

V. RETIREMENT INCENTIVE WINDOW

The College will provide two (2) retirement windows during the three-year Agreement effective August 15, 2014 to August 14, 2017. The first window will be available in the spring of 2015, and will require that the employee be retired effective August 2015. The second window will be available in the spring of 2017, and will require that the employee be retired effective August 2017. An employee shall be required to give at least ninety (90) days advanced written notice of his/her intention to retire at the expiration of any of the time frames as set forth in the retirement provisions of this Section.

1. REQUIREMENTS TO PARTICIPATE:

The faculty member must have twenty-five (25) years of consecutive full-time employment with the Bucks County Community College and be age sixty (60) years or older as of retirement or have twenty (20) consecutive years of full-time employment with the College and be age sixty-five (65) years or older at retirement. Part-time employment may not be aggregated or accumulated so as to be equivalent to full-time employment.

2. KEY DATES FOR ELIGIBILITY

The faculty member must meet the age criteria based on the following schedule:  
August 2015 window – age at August 15, 2015  
August 2017 window – age at August 15, 2017

3. MONETARY INCENTIVE.

The monetary incentive payments for each window shall be calculated at \$1,500 for each year of consecutive, full-time service with a minimum payment amount of \$45,000. The sum to be paid over three (3) years in three (3) equal payments at a date convenient to the College and to the eligible faculty members. Years of service for this benefit will be the same as counted for eligibility in paragraph 1, above.

In addition to the aforementioned, if the employee has attained the age of sixty-six (66) years and then retires the following incentive shall be provided:

<b>Incentive Age 66</b>	4 years coverage described above plus \$5,000.00
Age 67	3 years coverage described above plus \$12,500.00
Age 68	2 years coverage described above plus \$20,000.00
Age 69	1 year coverage described above plus \$27,500.00
Age 70 and older	\$35,000.00 but no insurance coverage or benefit continuation

The College reserves the option to pay the above-mentioned benefit incentives over a period not in excess of three (3) years.

The retiring faculty member may elect to receive the incentive payments in any one of the following methods:

- a. 100% taxable cash.
- b. Contributed to the retiree's personal 403(b) or IRA account, subject to IRS regulations. The retiree is responsible for obtaining professional tax guidance for such election.
- c. 50% taxable cash and 50% to a Health Reimbursement Arrangement (HRA) administered by a qualified third party selected by the College.
- d. 100% to a Health Reimbursement Arrangement (HRA) administered by a qualified third party selected by the College.

Contributions made to the HRA will be available to the retiree and qualified surviving dependents for reimbursement of IRS qualified medical, dental and health insurance premiums and other medical expenses. Any funds remaining in the HRA upon the death of the retiree and eligible surviving dependents will revert to the College.

- a) Faculty currently on sabbatical leave may retire with the incentive notwithstanding any obligation to return to teaching following the sabbatical. The notice requirements in order to retire pursuant to the retirement incentive are attached hereto as Appendix C and incorporated by reference.

4. **BENEFIT CONTINUATION.**

Prior to age of normal eligibility for Medicare, the retiree and dependent(s) will be covered by the same hospital/medical insurance that covers the employees of the College. Upon attainment of eligibility for Medicare (generally age 65), the retiree and any dependents are required to enroll for Medicare Parts A and B at their own expense, and must transfer enrollment to a Medicare-complementary insurance plan. The College will contribute \$650 per month towards hospital/medical insurance to a Health Reimbursement Arrangement (HRA) administered by a qualified third party selected by the College. All benefit contributions by the College shall end upon the retiree's reaching the age of seventy (70). The College's obligation shall terminate upon the death of the

retiree. At age seventy (70), the employee and spouse or civil union partner may participate in a group medical plan through the College at no cost to the College.

Contributions made to the HRA will be available to the retiree and qualified surviving dependents for reimbursement of IRS qualified medical, dental and health insurance premiums and other medical expenses. Any funds remaining in the HRA upon the death of the retiree and eligible surviving dependents will revert to the College.

5. DENTAL INSURANCE.

The College will contribute \$30 monthly toward dental insurance for the retiree and not his/her spouse, civil union partner, or dependent to a Health Reimbursement Arrangement (HRA) administered by a qualified third party selected by the College. The dental allowance shall be discontinued upon the retiree's attaining the age of seventy (70).

Contributions made to the HRA will be available to the retiree and qualified surviving dependents for reimbursement of IRS qualified medical, dental and health insurance premiums and other medical expenses. Any funds remaining in the HRA upon the death of the retiree and eligible surviving dependents will revert to the College.

6. LIFE INSURANCE.

The retiree shall be covered at no cost to the retiree, for life insurance up to age seventy (70) years in the amount equal to his/her base salary at retirement. Life insurance coverage shall be discontinued upon the retiree's attaining the age of seventy (70) years. Supplemental insurance purchased before retirement may be continued per insurance companies guidelines at the sole cost and expense of the employee.

7. TERMINATION.

The obligations of the College, other than for the payment of the monetary incentive, as set forth in subsection (b) shall terminate upon the death of the retiree. COBRA benefits may apply to surviving spouse, civil union partner, and/or dependents as there is no further dependent coverage paid by the College under this plan.

8. If any change in hospital/medical benefits coverage is required through federally mandated insurance coverage, same shall result in the renegotiation of this Agreement to coordinate benefits provided by the College with such a federally mandated plan.

W. EVALUATIONS OF DEANS AND OTHER IMMEDIATE SUPERVISORS

Deans and other immediate supervisors of full-time faculty members shall be evaluated by Department members at least every two (2) years. The Provost shall distribute a

written evaluation instrument to Department members which shall allow for specific responses to questions and other faculty comments. This evaluation form shall be distributed by the Provost's Office and returned by members of the faculty to the Provost. Thereafter, the Provost shall meet with the Department members upon request to discuss the evaluations. The Provost will meet with the Dean or immediate supervisor subsequent to the evaluation process to give him/her a summary of the written and oral responses.

X. OUTSIDE EMPLOYMENT

Faculty members acknowledge that the College is their primary place of employment and that they will undertake outside employment with the needs of the College foremost in determining schedules.

For full-time faculty members, working for another public agency that offers SERS or PSERS shall require the concurrence of the President, which shall not be unreasonably denied.

Y. All faculty members must provide verification of Third Week Enrollment data.

Z. NOTIFICATION OF MEETINGS

Faculty shall receive 24 hours notice, by e-mail, of any meeting with an administrator that is of a disciplinary nature. Such notice, by e-mail, will include the subject of the meeting and notification that the faculty member has, in accordance with the Weingarten Decision, the right to have a Union representative in attendance. Should any other sort of meeting with an administrator take a turn toward potential disciplinary action or should the faculty member reasonably believe that the meeting may result in disciplinary action, the faculty member has a right to stop the meeting and reschedule it with a Union representative in attendance.

AA. SYLLABI AND BOOK ORDERS

All faculty members must submit either the most recent versions of course syllabi indicating the semester date of the syllabus, or the department-approved generic syllabi with their book orders by the week preceding the beginning of the returning student advising and registration periods so this information will be available to students online. These postings will include notice that syllabi may undergo some revision for the coming semester.

BB. OFFICIAL COLLEGE CORRESPONDENCE

Official correspondence will be through Bucks email. Official announcements will be on the Bucks portal (MyBucks). Any announcement intended for faculty that is time-response sensitive; has the potential to affect faculty job performance, pay, benefits, or working conditions; and/or provides opportunity for stipends or professional enrichment will be sent directly to faculty through Bucks email, in addition to general posting on the Bucks portal.

CC. CROSS DEPARTMENTAL TEACHING

Faculty teaching in a second department must meet the minimum hiring credentials in that department and must be evaluated in that department in accordance with College policy. This requirement for credentials shall not apply to faculty teaching in second departments prior to Fall 2011.

**APPENDIX A (Continued)**

**PART-TIME FACULTY WORKING CONDITIONS**

**A. LABORATORY CLASS ENROLLMENT**

Enrollment in all specifically designated laboratory classes is determined by the maximum number of appropriately equipped student work stations. Enrollment by students in such classes during the drop/add period shall be allowed up to the maximum as determined by the appropriate number of student work stations. The appropriate number of student work stations for the purposes of this working condition shall be determined by the Dean or immediate supervisor in consultation with the Provost.

**B. TEACHING SCHEDULE ASSIGNMENT**

A minimum of twelve (12) hours shall elapse between a faculty member's last regularly scheduled class or hours in a day and his/her first regularly scheduled class or hours on the following day unless otherwise requested by the faculty member.

**C. FACULTY ATTENDANCE AT CONVOCATION AND GRADUATION**

Attendance at Convocation and Graduation is encouraged but voluntary.

**D. FACULTY CAMPUS HOURS**

When faculty members are not scheduled for classes, office hours or College committees, they are not required to be on campus. College officials may call on faculty members in emergency situations.

**E. COURSE DESIGN**

Course presentation, instructional materials (excluding texts), and course syllabus, shall be established by the faculty member assigned to the course. The course syllabus shall be presented to the Department/unit for approval. In no case shall a faculty member abrogate the approved master course outline. The pedagogical delivery of the master course outline is at the discretion of the faculty member provided that College policies and procedures are followed.

**F. DEPARTMENTAL PARTICIPATION IN BUDGET-MAKING**

Individual departments, together with the Department Assistant Academic Dean or immediate supervisor, shall participate in the departmental budget-making process.



G. GUIDELINES FOR SCHEDULING (ACADEMIC YEAR SEMESTERS)

1. In all Departmental/area scheduling the instructional and other services ordinarily provided by the Department shall be of primary consideration.
2. For purposes of pay, the College shall establish and maintain a list of available part-time faculty, based upon number of credit hours taught within a specific Department/area.
3. This list shall also identify the courses in the Department/Area each part-time faculty member is qualified to teach. Such determination is made by the Department Dean or immediate supervisor, in consultation with faculty from the area at the discretion of the Dean/ supervisor. Part-time faculty members are responsible for informing their Department Dean or immediate supervisor of any change in their qualifications. This list shall constitute the pool from which course assignments will be made.
4. Within each Department/Area, the list of part-time faculty member(s) shall begin with those who have accumulated the most credit hours of teaching in the Department/Area beginning in Spring 1995.
5. Department Deans or immediate supervisors shall distribute to all eligible part-time faculty members by the agreed upon date a preference sheet. Part-time faculty shall submit the preference sheet to indicate in writing schedule preferences, including courses as well as times and locations, by the agreed upon published date to the Department Dean or immediate supervisor. If a part-time faculty member does not submit a preference sheet, s/he will not be scheduled for the following semester.
6. After Deans or supervisors have assigned courses to qualified full-time faculty in-load and overload, and to those holding faculty rank within the Department and in other Departments/areas, they will begin assigning courses to part-time faculty using the preference and qualification lists.
  - a) Remaining courses will be assigned to part-time faculty who are qualified to teach such courses. Scheduling shall, as much as possible, reflect the part-time faculty members' preferences as well as the needs of the Department/Area.
  - b) Assignment of courses shall be based only upon those courses part-time faculty are qualified to teach as indicated on the most current list of credit hours of teaching in that Department.
  - c) By week ten of each semester, the Dean or immediate supervisor shall provide part-time faculty members with tentative schedules for the following semester.

- d) Part-time faculty tentatively assigned to courses will be listed in the all-county mailer.
- 7. In cases where more than one part-time faculty member is qualified to teach a course offered in limited sections, the Dean or immediate supervisor shall rotate assignment of that course between or among all qualified part-time faculty. If two or more part-time faculty members are equally qualified, everything else being equal, then the rotation shall be first assigned to the part-time faculty member with the lower College-assigned employee identification number.
- 8. In cases where a part-time faculty member is preparing a course for the first time, even if it is a course covered by items 4 and 7 above, the Dean or immediate supervisor may assign that part-time faculty member to teach that course for two consecutive semesters.
- 9. Every effort shall be made to assign off-campus courses according to a part-time faculty member's stated preference within the limits prescribed by the list and preference sheets.
- 10. No part-time faculty member shall be expected to teach courses scheduled less than twelve hours apart on consecutive working days, unless requested by the faculty member.
- 11. Every effort shall be made to schedule part-time faculty members according to their stated preferences; in addition, every effort shall be made to schedule individual part-time faculty members' courses in a reasonably consolidated block.
- 12. No new part-time faculty will be hired until the current part-time faculty requesting two (2) or more courses/sections have been offered two (2) courses or sections.
- 13. All current part-time faculty members shall be guaranteed, within the limits of available sections, at least a single course each regular academic semester for which they request assignment. A current part-time faculty member shall be defined as one who has taught at least one section at Bucks in the preceding three (3) years, except that part-time faculty members who do not request a course in two (2) years fall off the list.
- 14. For purposes of this Agreement, displacement of part-time faculty shall be understood to mean the revocation of a tentatively assigned section, whether for reasons of course cancellation or reassignment of a section.
- 15. In the event that a part-time faculty member is displaced from a class, the Dean or immediate supervisor shall make every effort to assign a replacement course within the scheduled times, or as near to them, as the lost classes.

16. Should a part-time faculty member lose a section s/he was assigned to teach for a given regular academic year semester, and a substitute course cannot be arranged, that part-time faculty member shall be given priority in part-time scheduling the subsequent semester for a first course only.
17. The original of the preference sheet and departmental course assignment/schedule sheets shall be maintained by the College for at least two years. The part-time faculty member shall keep a copy of the preference sheet. Both the original and the copy of the preference sheet shall be initialed by the Department Dean or immediate supervisor or his/her designee. If an electronic system is used for submitting the preference sheet, a copy from the electronic system shall be provided to the part-time faculty member initialed by the Department Dean or immediate supervisor or his/her designee.
18. If a part-time faculty member or the Federation believes that any provision of this section has not been complied with, they must bring it to the attention of the College in writing no later than the second (2<sup>nd</sup>) Friday of the fall or spring semester in which the issue occurred. For sessions other than the regular fall or spring, if a part-time faculty member or the Federation believes that any provision of this section has not been complied with, they must bring it to the attention of the College in writing no later than the end of the first full week of that session.
19. If a part-time faculty member requests but was not assigned a class that s/he was entitled to, because of a mistake by the College, then the College and the part-time faculty member shall agree upon one of the following options as the remedy:
  - a. another class that semester,
  - b. given priority for an additional class within the next two regular semesters, or
  - c. payment for the lost class.

G. (Continued) GUIDELINES FOR SCHEDULING INTEGRATION OF KNOWLEDGE COURSES

Scheduling Integration of Knowledge (INTG) courses presents challenges and constraints unique to their being team-taught, multi-disciplinary courses for which both full- and part-time faculty are qualified to teach and for which no faculty member has the expectation or requirement of load.

1. In all INTG scheduling the instructional and other services ordinarily provided by the unit will be of primary consideration.
2. Ordinarily, INTG faculty members will have participated in and completed all requirements of an Integration of Knowledge professional development institute.
3. For purposes of scheduling, the College shall establish and maintain a list of faculty members qualified to teach Integration of Knowledge courses. This list shall identify disciplinary perspectives each faculty member is qualified to teach

in INTG courses. Such determination is made by the INTG administrator, in consultation with INTG faculty at the discretion of the Administrator. Faculty members are responsible for informing the INTG administrator of any change in their qualifications. This list shall constitute the pool from which course assignments will be made.

4. The INTG administrator shall distribute to all eligible faculty members by the agreed upon date a preference sheet indicating the projected course offerings. INTG faculty teams shall submit the preference sheet to indicate in writing schedule preferences, including course, teammates, delivery mode, site, and/or times, by the agreed upon published date to the INTG administrator. If a faculty member does not submit a preference sheet, he or she will not be scheduled for the following semester.
5. The INTG administrator shall make every effort to assign courses to qualified faculty teams using the preference and qualifications list. Ordinarily, faculty members will participate on only one INTG faculty team per semester. The INTG administrator shall make every effort to assign one course to each team before assigning any faculty member a second course in the same semester.
  - a) Scheduling shall, as much as possible, reflect the faculty members' preferences while fulfilling the needs of the unit.
  - b) Scheduling of full-time faculty members to INTG courses in-load requires approval of the INTG Administrator, the faculty member's Department Dean or immediate supervisor, and the Provost. In most instances, except those in which a part-time faculty member teaches only INTG courses, scheduling of part-time faculty members and full-time faculty teaching overload to INTG courses requires notification of the faculty member's Department Dean or immediate supervisor.
  - c) The INTG administrator shall, by week ten of each semester, provide faculty members with tentative schedules, subject to change based on enrollment.
  - d) Whenever possible, faculty members will be listed as tentatively scheduled in the all-county mailer.
6. In cases where more than one faculty team is qualified to teach a course offered in limited sections, the INTG administrator will rotate assignment of that course between/among all qualified faculty teams.
7. Part-time faculty hired to teach an INTG course will be hired from and housed in an academic department, including Learning Resources and Counseling.

#### H. PERIODIC REVIEW OF PROGRAMS, COURSES AND ENROLLMENT PATTERNS

The Department Dean or immediate supervisor, in cooperation with the faculty of the Department/unit, is responsible for the examination and review of all programs of study, courses, and enrollment patterns for which the Department/unit is administratively responsible. This examination and review shall occur not less than once every five (5) years. Part-time faculty, along with the Dean or immediate supervisor, will assist in the preparation of timely audits of their programs to be presented to the Board of Trustees.

#### I. OFFICE HOURS FOR FACULTY

Each part-time faculty member shall schedule one (1) office hour per week per three (3) credit course equivalent. Such hours shall be utilized primarily for consultation with students either in person or electronically.

Part-time faculty shall be provided with adequate accommodations whenever practical.

The method of providing availability to students must appear in the course syllabus and be given to the Department Dean or immediate supervisor and students at the beginning of each semester.

#### J. LEARNING RESOURCES FACULTY AND COUNSELORS

Part-time faculty members who are employed as Learning Resources Faculty and Counselors shall have the same rights and privileges of other part-time faculty members, including the ability to make up days missed because of non-scheduled school closings such as snow days/delays. Should the College be closed due to such events, the supervisor shall offer the faculty member appropriate make-up hours as such hours become available. If the faculty member is unable to work at that time, the supervisor will provide additional opportunities over the semester. If this does not provide make-up time, the lost hours will be built into their schedules for the next semester they work at the College. Each semester, they shall be provided with a schedule of hours and dates for the semester.

#### K. RECRUITMENT AND SELECTION OF PART-TIME FACULTY

Searches for part-time faculty shall be local.

1. The Department Dean or immediate supervisor, in consultation with appropriate area faculty, shall establish criteria for any positions open to part-time faculty. Part-time faculty hired after August 15, 2011 must meet their departmental minimum requirements for faculty, with a minimum of 18 graduate credits in the subject area.
2. When hirings are necessary, the Department Dean or immediate supervisor shall invite the area coordinator and/or other area faculty to review applications and

interview candidates. Such interviews shall result in a list of possible new hires when sections become available.

3. If the pool of qualified candidates is exhausted before all sections are filled in the weeks immediately prior to the beginning of a scheduled course session, Department Deans or immediate supervisors shall fill such positions at their discretion, based upon the criteria established in consultation with the faculty.
4. Part-time faculty hired exclusively at the discretion of the Department Dean or immediate supervisor shall be reviewed in accordance with the screening procedures outlined in item 2 above before those faculty members may be hired for a second semester.

L. NOTIFICATION OF VACANT FULL-TIME POSITIONS

On or before the date of public advertisement, the Department Dean or immediate supervisor will send written notification of vacant full-time positions to all part-time faculty who have taught in the area during the current and previous academic year in which the position is advertised

M. PROPOSALS ON PROGRAMS OF STUDY AND COURSES

Proposals for addition, deletion, or change to programs of study or courses shall pursue the objectives of the College and may come from the professional staff, students, or the community the College serves. Each proposal must be in writing. The initiating or originating of courses is the primary responsibility of the professional staff of the College.

The proposal shall be placed on the agenda of a scheduled Department meeting to begin a thorough review and evaluation. The Department recommends the proposal to the appropriate committee, rejects it, or returns it to the proposer for more information or further consideration.

N. THIRD WEEK ENROLLMENT VERIFICATION

All faculty members must provide verification of Third Week Enrollment data.

O. NOTIFICATION OF MEETINGS

Faculty shall receive 24 hours notice by e-mail of any meeting with an administrator that is of a disciplinary nature. Such notice, by e-mail, will include the subject of the meeting and notification that the faculty member has, in accordance with the Weingarten Decision, the right to have a Union representative in attendance. Should any other sort of meeting with an administrator take a turn toward potential disciplinary action or should the faculty member reasonably believe that the meeting may result in disciplinary action, the faculty member has a right to stop the meeting and reschedule it with a Union representative in attendance.

P. SYLLABI AND BOOK ORDERS

All faculty members must submit either the most recent versions of course syllabi indicating the semester date or the department-approved generic syllabi and book orders by the week preceding the beginning of the returning student advising and registration periods so this information can be available to students online. These postings will include notice that syllabi may undergo some revision for the coming semester.

Q. OFFICIAL COLLEGE CORRESPONDENCE

Official correspondence will be through Bucks email. Official announcements will be on the Bucks portal (MyBucks). Any announcement intended for faculty that is time-response sensitive has the potential to affect faculty job performance, pay, benefits, or working conditions; and/or provides opportunity for stipends or professional enrichment will be sent directly to faculty through Bucks email, in addition to general posting on the Bucks portal

R. EVALUATION OF ACADEMIC SUPERVISORS

Deans and Immediate supervisors shall be evaluated by Department faculty members at least every two (2) years. The Provost shall develop an electronic survey instrument, to be reviewed by the Federation, to solicit input. This evaluation form shall be distributed by the Office of Institutional Research, with results provided to the Provost. Upon request, the Provost will meet with interested faculty. Subsequent to the survey, the Provost will provide the Dean or immediate supervisor with a summary of the results.

APPENDIX B

BUCKS COUNTY COMMUNITY COLLEGE  
WAIVER

I, the undersigned, do hereby acknowledge that I am a candidate for full-time employment by the Bucks County Community College. Set forth within the Collective Bargaining Agreement between the College and the Bucks County Community College Federation of Teachers is a Table (Article XVIII A. TABLE A) setting forth the minimum qualifications for hiring.

I acknowledge that I exceed the minimum qualifications for hiring for the position for which I am a candidate for full-time employment. I agree that, as a condition of my being offered full-time employment by the College, to waive any claims I may have to a rank higher than the rank to which I am to be hired in view of my qualifications, and I further waive any rights to additional compensation which may be due me had I been hired at the higher rank based upon my qualifications. I acknowledge and agree that I have accepted the position offered with the full knowledge and understanding that I am waiving certain of my qualifications in order that I may be offered a full-time position even if the position is at a lower rank than that for which I am qualified. I agree that, in the event I am hired, I will not grieve, dispute or otherwise contest the rank to which I have been hired or the compensation related thereto.

I further acknowledge that the Federation has agreed that I may waive my qualifications in order to be hired and that the Federation, by agreement with the College, has agreed not to file any grievances contesting the rank, compensation or any other issues associated with the employment of an individual at a lower rank than that to which s/he would have been qualified pursuant to Table A.

I am executing this Waiver with full knowledge of its implications and I am executing this Waiver as a condition of being offered employment by the Bucks County Community College. I am doing so of my own free will, fully understanding the consequences of my act. Finally, I acknowledge that I have been made aware of the option and requirements for expedited promotion, as per Article XVIII.A.4.

WITNESS:

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Dated: \_\_\_\_\_



APPENDIX C

RETIREMENT PROGRAM DECLARATION TO RETIRE

BUCKS COUNTY COMMUNITY COLLEGE
275 Swamp Road, Newtown, PA 18940
Retirement Incentive Program for Full-Time Faculty

DECLARATION TO RETIRE

DURATION: The retirement incentive program shall be available during the 2014-15 and 2016-17 Academic Years. To be eligible, a faculty member must give the College prior written notice of his/her intention to retire by the dates outlined below.

Option 1 Spring 2015

I, \_\_\_\_\_, hereby declare my intention to retire under the terms of the existing agreement between Bucks County Community College and Local 2238 at the end of the Spring 2015 Semester. Employees wishing to retire as of August 14, 2015 must file this declaration with the College's Human Resources Office by May 15, 2015.

Option 2 Spring 2017

I, \_\_\_\_\_, hereby declare my intention to retire under the terms of the existing agreement between Bucks County Community College and Local 2238 at the end of the Spring 2017 Semester. Employees wishing to retire as of August 14, 2017 must file this declaration with the College's Human Resources Office by May 15, 2017.

Signature Printed Name Date

Department: \_\_\_\_\_ College Office: \_\_\_\_\_

Phone Number(s): \_\_\_\_\_

Email Address(es): \_\_\_\_\_

Please refer questions regarding the Retirement Incentive Program to:
Janet G. Puente, Director, Employee Benefits, Tyler Hall 207
215-968-8497, Janet.Puente@bucks.edu
or
Tara E. Heinold, Administrator, Employee Benefits, Tyler Hall 208
215-968-8473, Tara.Heinold@bucks.edu

## APPENDIX D

### CHECKLIST FOR COURSE SPACE REVIEW—FULL- AND PART-TIME FACULTY

Does the course space contain the following:

1. Functional front page: including course name and number and section, an indication of what to do first, and working links;
2. Start Here or similar Orientation Module (may include 3 & 4 below): how to navigate the course space;
3. Course syllabus;
4. Complete semester schedule with assignments (reading, writing, projects, discussion, tests/quizzes) and due dates listed;
5. First 2 weeks detailed schedule prepared though not necessarily “released,” depending on instructor’s pedagogy, including assignments;
6. Information on instructor availability and expected response time, and expectations of student involvement.