

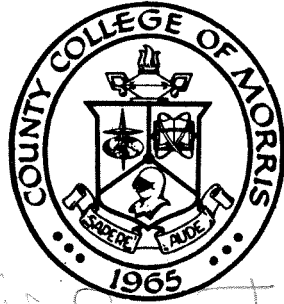
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Morris County College

**Contract Between
County College of Morris
and
Faculty Association of the
County College of Morris, Inc.**

X September 1, 1982 - August 31, 1984

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PREAMBLE

THIS AGREEMENT entered into this 17th day of September, 1982
BETWEEN
COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey;
(hereinafter called the "College"); and
FACULTY ASSOCIATION OF THE COUNTY COLLEGE OF MORRIS, INC.,
affiliated with the New Jersey Education Association; (hereinafter
called the "Association").

ARTICLE I

RECOGNITION

The Board of Trustees of the County College of Morris recognizes the Faculty Association of the County College of Morris, Inc., affiliated with the New Jersey Education Association, as the exclusive representative for collective negotiations of the terms and conditions of employment of all employees included in the certified collective negotiating unit by the Public Employment Relations Commission of the State of New Jersey, which certification bearing Docket RO-857 is attached to this Agreement and made a part hereof. The position of "full-time lecturer" is included within the classification of full-time teaching faculty.

ARTICLE II

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.

C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of students of the College.

D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE III

APPOINTMENT, RETENTION AND DISMISSAL

A. Notice of reappointment or non-reappointment of non-tenured faculty members shall be provided to the faculty member in writing not later than April 30th of the academic year of service, except that during the academic year preceding the acquisition of tenure, informal notice of intent to reappoint shall be given by the Office of the Dean of Academic Affairs by December 15th. If subsequent to the December 15th informal notice the College is apprised of highly unusual circumstances which were not known to the College prior to December 15th, in such event the College reserves the right between December 15th and April 30th to withdraw the December 15th notice of intent to reappoint subject to subparagraph E. Any non-tenured faculty member wishing to accept reappointment shall so advise the College in writing within thirty days of receipt of notice of reappointment. Failure to deliver written acceptance to the College within such thirty day period shall be deemed a refusal of reemployment. Any faculty member desiring to resign shall give sixty days advance written notice to the College.

B. When a faculty member is hired at mid-year, notice of reappointment or non-reappointment for the next academic year shall be provided to such faculty member in writing not later than April 30.

C. The notice provided for in Sections A and B shall include:

1. The dates for which the appointment or reappointment is effective.
2. The faculty member's title, academic rank and academic department.
3. The faculty member's salary and grade placement.
4. In the event of first appointment only, the number of years counted as credit for previous experience.

D. No faculty member shall be discharged, disciplined, reprimanded

ARTICLE III continued:

in writing or reduced in rank or compensation without just cause.

E. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the office of the President of the College a written request for reasons for such non-renewal. The President will provide such faculty member with a written statement of reasons within thirty (30) days of receipt of such request. The members of the Board of Trustees who constitute the Personnel Committee of the Board will provide an informal appearance before such committee to any non-renewed faculty member provided that a written request for such an appearance is received by the office of the College President within seven (7) days after the faculty member receives the requested statement of reasons for non-renewal. Failure to make timely request for statement of reasons for non-renewal shall be deemed a waiver of any right to an informal appearance. The Personnel Committee will schedule an appearance within twenty (20) days from receipt of the faculty member's request for such appearance. The informal appearance before a quorum of the Personnel Committee shall be private and closed to the public and shall not be an adversary hearing, but rather shall afford the faculty member an opportunity to convince the committee that the determination not to offer employment was incorrect. The committee shall give the faculty member at least five (5) days notice of the date and time of the appearance. A faculty member may be represented and counselled at such committee appearance by counsel, and by a representative of the Faculty Association or by one individual of his/her choice. The faculty member may present witnesses, but such witnesses, if any, shall not be sworn or cross-examined. Witnesses shall be called individually, and each excused after making his/her

ARTICLE III continued:

statement. Within five (5) days following the informal appearance, the Personnel Committee will notify the faculty member in writing whether the Committee will recommend that the Board of Trustees revise its determination not to offer reemployment. The Committee may delegate such notification to the President of the College.

The decision of the Board of Trustees not to reappoint a non-tenured faculty member for the succeeding academic year shall not be grievable. Similarly, the determination of the Personnel Committee following an informal appearance shall not be grievable.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Conduct of Association Business

The Association shall be permitted to transact Association business on campus provided that it shall in no way interfere with the College operations or the scheduled duties and/or working hours of faculty members or other employees. The Association shall be entitled to the use of appropriate space on campus. The College shall designate the space available to the Association provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, and provided further that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties and working hours of faculty members or other employees.

B. Bulletin Boards

The Association shall have the right to request installation and use of one (1) bulletin board, approximately four (4) feet square (4'x4') in a prominent location in each College-owned building. The exact location of such bulletin board will be designated by the Dean of Academic Affairs. Such bulletin boards shall be used solely for the posting of notices and other materials relating to Association activities. The Association shall reimburse the College for the cost and installation charges of each such bulletin board so requested. All materials posted shall relate to official business of the Association and shall be signed by an appropriate official of the Association. The Association shall advise the Dean of Academic Affairs in writing of the name of the person who is responsible during the term of this Agreement for the content and utilization of such bulletin boards.

ARTICLE IV continued:

C. Campus Mail and Telephones

The Association may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for official Association business.

D. Association Equipment, Supplies and Services

The Association shall supply at its own cost all material, equipment, stationery, personnel, services, and other supplies required for the administrative, financial or operational functions of the Association.

E. College Equipment

The Association with appropriate permission may on occasion make reasonable use of College equipment on campus provided such use is within the normal operational functions of the Association and provided further that such use does not impede any of the functions of the College. The Association shall share the cost of maintenance or repair incident to its use of such equipment. The use of such equipment by the Association may be suspended by action of the Board of Trustees during the lifetime of this Agreement and such action by the Board of Trustees, if any, shall not be grievable.

F. Association Office

The College shall assign an office in one of the Academic Science buildings or the Library Learning Resources Center for the official and exclusive use of the Association. The Association office may, at the option of the Association President, also be the regularly assigned faculty office of the person who is the President of the Association. The office will be standardly furnished with a desk and chair, side chair, file cabinet and wall-mounted book shelves. The Association may install other equipment and office furniture at its own expense, provided same are not hazardous and do not cause damage to the College personnel or College facilities. The Association will adhere to the rules and regulations pertaining to the use of the office including access for maintenance,

ARTICLE IV continued:

safety and security.

G. Standing Committees of College Council

The President of the College shall appoint from a list of nominees provided by the Association at the beginning of each fall semester a representative of the Association as a voting member of each standing committee of the President's College Council. The list of nominees shall contain no fewer names than twice the number of standing committees. The Association shall also have the right to have one observer present at meetings of the President's College Council, and at meetings of the Faculty Sabbatical Leave Committee, but such observers shall not participate. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Association representatives to such standing committees shall serve at the pleasure of the President of the College, and the President's actions of appointment and replacement in this regard shall not be subject to grievance procedures.

H. Minutes of Board of Trustees Meetings

Within a reasonable time after minutes of special public meetings of the Board of Trustees have been approved, one (1) copy of such minutes shall be forwarded to the President of the Association.

I. Association Meetings

The College, in its sole discretion, shall designate, thirty (30) days in advance, one College Hour during each of the months of September and March which least interferes with other scheduled College Hour activities, during which the Association may schedule a meeting of its membership to transact Association business. The length and scheduling of fall orientation and College Hours shall be established solely by the College.

ARTICLE IV continued:

J. Negotiation and Grievances Without Prejudice

When representatives of the Association are mutually scheduled by the Association and the College to participate during working hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.

K. Association Responsibility for Contract Adherence

The Association shall be responsible for acquainting its members and those other faculty members it represents with the provisions of this Agreement.

L. Uniform Application of Contract

Any employment contract between the College and a faculty member shall be consistent with the terms and conditions of this Agreement.

M. Faculty Information

Within thirty (30) days of appointment of newly-hired faculty members, the College agrees to furnish the Association with the following information for each faculty member in the negotiating unit:

1. Current salary,
2. Faculty rank and grade placement,
3. Educational experience,
4. Professional experience.

N. Association President

The Association President may, during the academic year, take up to three days leave with pay to devote to Association affairs, which leave shall be in addition to the personal leave privileges set forth in Article XII E.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure.

2. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.

4. The time limits set forth in the procedure may be mutually extended in writing.

5. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties.

6. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her regular rate. All back pay

Article V continued:

claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.

7. Any aggrieved faculty member may present a grievance himself/herself at all stages of the grievance procedure, and may be represented or counseled by a person selected and approved by the Association. At all stages of the grievance procedure, the College may also be represented or counseled by individuals selected by the College. When a grievant elects to present his/her own grievance, the Association shall be supplied with a copy of the grievance petition and accompanying documents, if any, by the Office of the Dean of Academic Affairs within ten (10) days of the receipt of same by the Dean provided the grievance is moved at Step I and provided that the Association is not, itself, a grievant.

8. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representative or counsellor as permitted by this Article, and a witness during the course of his/her testimony. At Step II hearings on contractual grievances, proposed witnesses who are non-bargaining unit employees of the College shall be scheduled by the College during times which do not interfere with assigned duties, provided that the grievant can show to the satisfaction of the President or his designee reasonable grounds for believing that such witnesses have relevant testimony to offer.

9. "Days" referred to in this Article shall mean calendar days, including semester recesses, except that holidays established in the College calendar shall not be counted.

10. The period between July 1 and Labor Day shall not be counted as part of the time limits referred to below in Sections B and C.

Article V continued:

11. Whether a grievance has been presented under the correct grievance procedure shall be determined by the grievance definition set forth in each procedure, which definition shall govern and limit the scope of contractual, non-contractual and statutory-regulatory grievances.

B. Contractual Grievances

1. Definition

A contractual grievance is an alleged misinterpretation, misapplication or violation of the express terms of this Agreement, but shall not include:

- (a) Those matters which under the law or terms of this Agreement are not grievable; or
- (b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section C(1) of this Article.

2. Step I

Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to the Dean of Academic Affairs a "Statement of Contractual Grievance" on the form attached to this Agreement and made part hereof. Informal discussions during this time of the subject of the grievance with Department or Division Chairpersons are recommended, as provided in Section A of this Article. Within three (3) days of his receipt of a contractual grievance, the Dean of Academic Affairs shall refer the grievance to the appropriate

Article V continued:

Dean having supervision of the area which is the subject matter of the grievance and such referral of the grievance by the Dean of Academic Affairs shall not be grievable. Within twenty (20) days after receipt or referral of the Statement of Contractual Grievance by the Dean having supervision of the area which is the subject matter of the grievance, the appropriate Dean or his designee shall render a written report of the disposition of the grievance to the grievant. Without extending the twenty day period, the Dean to whom the grievance is assigned may, during such time, require one informal conference between an individual grievant and his/her Department/Division Chairperson with the object of resolving the grievance informally.

3. Step II

In the event the grievant is not satisfied with the disposition of the contractual grievance at Step I, he/she may, within ten (10) days after receipt of the report and disposition at Step I, file with the President of the College a written "Statement of Appeal" on the form attached. The Statement of Appeal shall be accompanied by a copy of the decision at Step I.

4. Grievance Hearing

The President or his designee shall conduct a closed hearing of the contractual grievance appeal. The hearing shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the President of the College shall render his report and decision on the contractual grievance appeal within thirty (30) days from his receipt of the Statement of Appeal. Copies of the President's decision shall be given to the grievant who filed the appeal and to the Association.

Article V continued:

5. Step III

If the aggrieved party is not satisfied with the disposition of the contractual grievance by the President, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance, the aggrieved party, if it is not the Faculty Association, may request in writing that the Faculty Association submit the contractual grievance to arbitration. If the Faculty Association then finds that the contractual grievance is meritorious, it may submit the contractual grievance to arbitration within twenty (20) days from receipt by the Association of the President's disposition, if any, or within twenty (20) days from expiration of the President's time for disposition, whichever is sooner.

6. Step IV--Arbitration

(a) A list of arbitrators shall be requested from the American Arbitration Association in accordance with its Rules and Procedures for the selection of an arbitrator.

(b) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the Chancellor of Higher Education and the State Board of Higher Education. The arbitrator shall not issue any monetary award which shall pre-date the occurrence of the event which gave rise to the grievance, or the date on which the grievant should

Article V continued:

reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Association and for contractual grievances only, such decision shall be binding on the College, on the grievant(s) and on the Faculty Association.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Faculty Association. Any other expenses incurred shall be paid by the party incurring the expenses.

C. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include matters which under law are inherent managerial prerogatives or matters which under the terms of this agreement are not grievable. A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the Chancellor or Board of Higher Education, or other state or federal administrative agency affecting the terms and conditions of employment; including specifically any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.

2. Step I

Should a faculty member feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory

Article V continued:

grievance, such faculty member shall discuss the grievance informally with his/her immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step II

If within fifteen (15) days following the initial Step I discussion, the non-contractual or statutory-regulatory grievance has not been resolved to the satisfaction of the faculty member, he/she may formally submit to the Dean of Academic Affairs a signed written Statement of Grievance outlining the pertinent facts and argument, including any relevant statute, rule, regulation or order, and the relief requested of the College to rectify the situation. The Dean of Academic Affairs or his designee will review the facts as presented and make any further inquiry deemed necessary before making a decision concerning the grievance. The Dean of Academic Affairs shall render a written disposition of the non-contractual or statutory-regulatory grievance to the grievant within twenty (20) days from receipt of the grievance.

4. Step III

In the event the grievant is not satisfied with the disposition of the non-contractual or statutory-regulatory grievance at Step II, he/she may, within fifteen (15) days after receipt of the disposition at Step II, file a written appeal with the President of the College, requesting him to review the decision of the Dean of Academic Affairs. Upon receipt of the appeal, the President or his designee shall make such further inquiry as he/she deems necessary, and the President shall deliver a copy of his decision on such appeal to the grievant and the Association within twenty (20) days from receipt of the grievance.

Article V continued:

5. Step IV

If the aggrieved person is not satisfied with the disposition of his/her grievance by the President of the College, the grievant may request that the Association submit his/her grievance to advisory arbitration, providing that no other proceeding, petition or appeal has been initiated by the grievant or the Association, arising out of the same factual circumstances or seeking similar relief. If the Association desires to submit the grievance to arbitration, it must, within twenty (20) days after receipt by the Association of the Step III decision of the President of the College, submit such grievance to the American Arbitration Association in accordance with the rules and regulations of such organization. The arbitrator's decision shall be advisory and shall not be binding on either party. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion of the issue submitted. The costs of arbitration, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, and the cost of a hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Election of Remedies

The filing of a non-contractual or statutory-regulatory grievance with the Dean of Academic Affairs shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B(1) of this Article. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial authority to which jurisdiction of the subject matter

Article V continued:

has been conferred by law, the pending grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the grievant or the Association to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

E. Group Grievance

If in the judgment of the Association a grievance affects a group or class of faculty members, the Association may, within the applicable time period, file either a contractual, non-contractual or statutory-regulatory grievance under the appropriate procedure in this Article, subject to the limitations of paragraph D of this Article.

F. Withdrawal of Grievance

A grievance may be withdrawn at any time and at any Step in the procedure and, in the event of such withdrawal, the grievance shall not be continued.

ARTICLE VI

PROMOTIONS

A. On or before October 1 of each academic year, each Divisional Peer Evaluation Committee established under Article VII (G) shall advise the President of the College of the name of one of its members designated to serve on a Faculty Promotion Procedure Committee. The Faculty Promotion Procedure Committee shall be a special committee of the College, but shall not be considered a standing committee of the President's College Council.

B. A faculty member who has been employed at the College in his/her present rank for at least three years and who meets the minimum requirements for promotion specified below, may file a three-part form application for promotion to the next higher rank. Such application shall be submitted not later than November 1 to the faculty member's chairperson and then to the Faculty Promotion Procedure Committee. The faculty member shall retain the third copy of the form. Such Committee shall meet to consider promotion applications submitted to it. The Committee shall thereafter forward its recommendations for promotion, in writing, together with reasons in support thereof, to the Dean of Academic Affairs who shall, after review forward his recommendations and those of the Committee to the President of the College.

C. The President shall consider the aforesaid recommendations and forward his own recommendation to the Board in sufficient time for the Board to act upon his recommendation at its April meeting. The President shall at the same time advise the Dean of Academic Affairs and the Committee of his recommendations.

D. It is understood that responsibility for action on the President's recommendations for promotion rests with the Board of Trustees of the College. Decisions of the Board regarding promotion shall be final and not grievable, except as to the procedures specified in this Article.

ARTICLE VI continued:

E. Standards for Academic Rank

1. Instructor: Basic Qualifications

(a) No person holding the Master's Degree will be hired at a lower rank than Instructor, provisions of Article XV (E) notwithstanding.

(b) Master's Degree with either one year of teaching experience on the collegiate level or related professional experience; or

(c) Bachelor's Degree with three years of related professional experience, including at least one year of college level teaching.

2. Assistant Professor: Basic Qualifications

(a) Master's Degree with five years of related professional experience, including at least three years of college level teaching; or

(b) Bachelor's Degree with seven years of related professional experience, including five years of college level teaching.

3. Associate Professor: Basic Qualifications

(a) Doctorate with either six years of college level teaching or related professional experience; or

(b) Master's Degree with either eight years of college level teaching or related professional experience.

4. Professor: Basic Qualifications

(a) Doctorate with either eight years of college level teaching or related professional experience; or

(b) Master's Degree with either ten years of college level teaching or related professional experience.

F. Guidelines for Computing Relevant Professional Experience for Promotion in rank:

1. Where appropriate, one (1) year of college level experience shall be credited for every two (2) years of the following relevant experience:

(a) Full time high school or elementary school teaching

ARTICLE VI continued:

(b) Business, commercial or government employment

(c) Part time college teaching, including work as a graduate assistant.

2. Credit for military service shall be computed in accordance with N.J.S.A. 18A:29-11.

Equivalent credits shall not be computed or recognized for promotion in rank where a degree is specified.

G. Promotion in Grade

Promotions in grade will only be made at the commencement of a semester. Faculty members who wish to be considered for a promotion in grade must submit to the Dean of Academic Affairs evidence of eligibility 45 days in advance of the beginning of the semester. For purposes of determining eligibility for promotion in grade, only those credits related to the faculty member's academic responsibilities or credits earned in a formal graduate program related to his/her teaching responsibilities will be considered. For promotion in grade only, the following guidelines shall be considered in computing equivalent degrees:

1. Thirty (30) graduate credits beyond Bachelor's Degree, relevant to academic responsibilities shall be equivalent to a Master's Degree.

2. Seventy-two (72) graduate credits beyond Bachelor's Degree, relevant to academic responsibilities shall be equivalent to a Doctorate.

3. A law degree, a professional engineer's license with a bachelor's degree, or a Master of Fine Arts degree shall be equivalent to a Doctorate.

Column headings for grades on new salary schedule shall be as follows:

<u>B.A.</u>	<u>M.A.</u>	<u>M.A. + 30</u>	<u>Ph.D.</u>
xxx	\$300	\$200	\$300

ARTICLE VI continued:

H. The guidelines for computing relevant experience set forth in Subparagraph F shall not be considered or applied to promotion in grade.

ARTICLE VII

EVALUATION

A. Purpose

The purpose of the faculty evaluation is to develop the teaching potentials of all faculty members and to provide reasonable academic criteria for granting promotion, re-appointment and tenure.

B. Frequency

1. All non-tenured faculty members shall be formally evaluated pursuant to this Article at least once annually during the first four (4) years of their employment, except that in the fifth (5th) year of employment the formal evaluation procedure provided for herein need not be complete prior to any informal notices as set forth in Article III.

2. Tenured faculty shall be formally evaluated pursuant to this procedure at least once every five (5) years after the year in which tenure was conferred.

3. The College reserves the right in all cases to evaluate faculty members more frequently than set forth in subsections (1) and (2) above. After any such evaluation, the faculty member may confer with his or her Chairperson regarding such evaluation to learn the reason for it.

4. The faculty members must be given not less than 48 hours advance notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the evaluation.

5. In all cases of evaluation other than the formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

ARTICLE VII continued:

C. Elements of Formal Evaluation Procedure

The formal evaluation procedure shall be fourfold:

1. The administrative evaluation.
2. The peer evaluation.
3. The self-evaluation.
4. The student evaluation.

All aspects of the formal evaluation procedure shall be considered.

D. Criteria

The administrative, peer and self-evaluation portions shall be based upon criteria such as: teaching effectiveness, departmental or institutional service, administrative effectiveness, relevant community service, scholarly achievement and professional growth.

E. Administrative Evaluation

The departmental chairperson's evaluation shall be part of the administrative evaluation.

F. Student Evaluation

The student evaluation of faculty shall be conducted through the Student Opinion Report attached to this agreement and made a part hereof, which shall be on carbonized or NCR paper, or through such other form as may be mutually agreed upon by the parties to this agreement. The Dean of Academic Affairs shall select students to distribute and collect SOR's in class during the 14th week of the respective semester unless the last class of the course occurs prior to such date. The students so designated shall collect the completed SOR's and give the faculty member carbon copies of the SOR's received from the students of such faculty member. Simultaneously, the faculty member shall sign a receipt acknowledging the number of copies received. The designated student shall then immediately deliver the original SOR forms and the faculty member's receipt in accordance with instructions of the Dean of Academic Affairs. Each faculty

ARTICLE VII continued:

member evaluated by SOR's will also be provided with a copy of the summary computer printout of the responses received from his/her students within a reasonable time after the same is produced. The College will compile a computer printout for each department, and shall deliver a copy of such departmental printout to the Faculty Association. The original SOR forms shall not be part of the faculty member's personnel file, but shall be separately maintained by the College for a period of three years, after which the College may destroy same. Summary computer printouts shall be separately maintained by the College so long as the faculty member is employed by the College. Access to SOR's shall be limited to the Board of Trustees and College Administrators, or other persons directly involved in a proceeding initiated by a party to this agreement or by a faculty member. There shall be no limitation of access to, or use of, statistical analysis of SOR's which does not identify faculty members or students. The College reserves the right to determine and develop appropriate procedures to assure the authenticity of student evaluations of faculty which are not inconsistent with the provisions of this paragraph, and which do not direct the manner in which the faculty member teaches such class.

G. Peer Evaluation

The peer evaluation shall be conducted by an Evaluation Committee consisting of both tenured and non-tenured faculty members if available, exclusive of the departmental chairpersons, elected by faculty members upon a division-wide basis.

The Evaluation Committee shall prepare a written report based upon the criteria set forth in Section D. In addition, if appropriate, the Committee shall make specific suggestions for the improvement of the faculty member's teaching effectiveness or career goals. Copies of the Committee's report shall be forwarded to the Division Chairperson and the evaluated faculty member no later than February 1.

ARTICLE VII continued:

H. Self-evaluation

The self-evaluation will be presented in writing to the departmental or divisional chairperson and shall be based upon the criteria set forth in Section D. To be considered, the self-evaluation report must be submitted no later than February 1 of the academic year.

I. Evaluation Reports

1. Any written evaluation reports shall be completed and presented for inspection to the faculty member at the formal evaluation conference with the appropriate department/division chairperson. If a faculty member has applied for promotion, the chairperson evaluating such promotion request shall send to the faculty member an exact copy of the completed form of recommendation for promotion in rank prior to its being forwarded to the Dean of Academic Affairs.

2. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the department/division chairperson. With regard to the conclusions contained therein, such evaluation reports shall disclose the basis, such as, but not limited to, the time and duration of classroom visitations, scheduled conferences, development of syllabi, and use of appropriate available instructional materials upon which the evaluation rests. Administrative evaluations need only make specific suggestions for improvement of the faculty member's teaching effectiveness or career goals where appropriate.

3. At the formal evaluation conference with the department/division chairperson, the faculty member will be given a copy of the final administrative evaluation report.

4. All evaluation reports will be maintained in the faculty member's official personnel file, except for Student Opinion Reports which will be kept separately in accordance with Paragraph F of this Article.

ARTICLE VII continued:

5. A faculty member may append his/her pertinent written comments to any written evaluation reports generated from formal evaluations or other administrative evaluations made pursuant to sub-paragraph B (3) of this Article. A faculty member who exercises the right of response to his/her formal evaluation shall not be criticized, reproached or reprimanded by his/her chairperson for having exercised that right, nor shall having exercised it be considered detrimental in any evaluation of the faculty member. If that response contains statements which, in the opinion of the Dean of Academic Affairs or his designee, exceed fair comment or derogate the chairperson, the Dean of Academic Affairs or his designee may schedule a conference to include the faculty member, the chairperson and representative of the Dean of Academic Affairs to evaluate such statements. If, as a result of such conference, the Dean determines such statements to be unjustified, or if the faculty member declines to attend such a conference, such statements then may become subject to reply, criticism, reproach or reprimand. Record of the matter shall be included within the faculty member's official personnel file.

J. Non-Grievable

The substance, opinions, and conclusions of any evaluation report shall not be grievable, but evaluation reports may be introduced as evidence supporting allegations of violations of Articles XIX, XXI, or III (D) of this agreement. However, criticism set forth in evaluation reports shall not constitute a reprimand in writing under Article III (D).

ARTICLE VIII

PERSONNEL FILE

A. The College shall maintain one (1) official personnel file for each faculty member and shall make reasonable effort to keep the file accurate. Papers maintained by chairpersons or others shall not constitute the official file. Any evaluation documents placed in the personnel file shall not be modified, but may be supplemented providing same is also placed in the personnel file and the faculty member is so advised. Material relating to initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file and shall not be used in actions subsequent to commencement of full-time employment.

B. Upon advance request a faculty member may personally examine his/her file during College business hours. At the option of such faculty member, one (1) representative of the Association may also be present. A representative of the College must be present during such examination and because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.

C. The faculty member may obtain one (1) copy of any material in his/her personnel file.

D. The faculty member may have inserted into such personnel file his/her written response to any material considered derogatory. The faculty member may make request to the Office of Dean of Academic Affairs to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the sole discretion of the appropriate administrator designated by the College to review such requests. The faculty member shall be advised of the decision.

E. Whenever anonymous or signed complaints are deemed worthy by the College administration of placement in a faculty member's personnel file, written notice of the placement of such material in the personnel file shall

ARTICLE VIII continued:

be given to such faculty member.

F. A faculty member shall be advised one (1) day in advance whenever information from his/her personnel file is given to a party not affiliated with the College, except if such information is required pursuant to a court order or a subpoena, notice will be given to the faculty member immediately upon compliance with such order or subpoena.

ARTICLE IX

ACADEMIC RIGHTS AND RESPONSIBILITIES

A. Normal Teaching Load

A full time normal teaching load is defined as thirty (30) teaching load credit hours per academic year, including assignments in the Continuing Education Division, of which not more than 18-1/2 may be required in any given semester. The College may require a full time faculty member to teach as many as 33-1/2 credit hours in one academic year.

Overload is defined as teaching load credit hours in excess of thirty (30) per academic year. If the number of teaching credits assigned for the spring semester confirms that the overload definition in an academic year will be met, payment in full for the previous fall semester's credits in excess of fifteen (15), and up to eighteen (18), shall be made no later than the third pay period of the spring semester. Overload payments for teaching credits in excess of eighteen (18) for the fall semester will be made ratably, commencing with the fourth pay period of the fall semester. In the event that a faculty member is assigned eighteen (18) teaching load credit hours in the fall semester, then his normal load in the spring semester shall be twelve (12) teaching load credit hours. Such individual shall be given the right in the spring semester to teach an additional three (3) teaching load credit hours in his/her area of discipline in order to earn overload before any adjunct faculty is given the opportunity to teach such course. If a faculty member fails within twenty days from the issuance of such offer to accept the offer of three additional teaching load credit hours in the spring semester, the College may assign such three credit hours to the adjunct faculty.

B. Work Year

A faculty member shall continue to be employed for a contract year spanning the period from September 1 to June 30.

Article IX continued:

C. Laboratory Teaching Load

Laboratory-type teaching situations shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours, except that laboratories in Biology, Physics, Electronics Engineering Technology, Mechanical Engineering Technology, Agriculture Technology and Surveying only, shall be equated on the basis of one (1) laboratory hour being equal to one (1) lecture hour, and laboratories in Dental Technology, Chemistry, Engineering, Science, and Nursing shall be equated on the basis of six (6) laboratory hours being equal to five (5) lecture hours, provided that with respect to any laboratory mentioned above equated at a ratio other than three for two, there are twelve (12) or more students enrolled in such laboratory section as of the tenth day of the semester (excluding Saturday and Sunday). Effective September 1, 1983 courses designated as Engineering shall be equated on the basis of one (1) laboratory hour being equal to one (1) lecture hour. If there are less than twelve (12) students enrolled as of the tenth day, such laboratory shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture hours. The foregoing condition of a minimum student enrollment shall not apply to Nursing laboratories in which enrollment is restricted by contract with the cooperating hospital.

D. Faculty Office Hours

Each faculty member shall officially schedule and be available a minimum of 180 minutes per week (Monday through Friday) as his/her office hours. These office hours shall be scheduled on not fewer than two days of each week. Of the officially scheduled minimum of 180 minutes per week, not more than 120 minutes on any one day shall be officially scheduled for office hours. No officially scheduled office hour shall be less than 30 minutes.

Article IX continued:

Due to the special characteristics of those sciences and technologies having laboratory and/or clinical components, faculty members in those disciplines may deviate from the above requirements upon the special approval of their Divisional Chairpersons and the Dean of Academic Affairs.

ARTICLE X

FACULTY PRIVILEGES

Faculty members shall be afforded the following privileges:

A. The College will designate appropriate parking facilities for the use of faculty. Each faculty member will be assigned to a faculty parking area on other than an individual basis. Such parking assignments shall be made in the sole discretion of the College administrators, although an effort will be made to take into consideration the proximity to offices and/or classroom assignments.

B. Faculty members shall have the right to utilize the College Library/Learning Resources Center at all times when the College is in session. Upon the request of faculty members, circulating materials previously charged out to them will be renewed as often as necessary for the length of any given semester.

C. Whenever an employee has received approval from the Dean of Academic Affairs to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current College per mile rate for the most direct route of such travel. Tolls during such travel shall be reimbursed when supported by receipts.

D. The College agrees to reimburse eligible full-time faculty for the tuition cost of graduate academic courses taken at an accredited institution of higher education. Such reimbursement will be limited to four (4) academic credits per year at the maximum in-state per credit tuition rate of Rutgers, the State University. In the first year of this Agreement, total reimbursement to faculty for graduate tuition cost may not exceed \$10,000. In the second year of the Agreement, the total full-time faculty tuition reimbursement factor may not exceed \$12,000.

ARTICLE X continued:

E. Upon approval by the Dean of Academic Affairs, faculty members and/or their spouse or children who meet the College's academic standards shall be permitted to enroll at the College for a maximum of fifteen (15) credits per family unit per fiscal year.

F. The College presently provides day care services for children of students. If after giving priority to students there remains an ability to accommodate additional children, faculty members together with other employees may enroll their children on a first-come, first-served basis to complete the enrollment capacity of the day care center.

G. Open full-time faculty and administrative positions including chairperson positions will be publicized in the Job Opportunity notice or similar other publication at least five (5) days prior to the position being filled.

H. Faculty shall be able to purchase merchandise, supplies and single copies of books sold at the college bookstore at a 15% discount on all non-sale items, provided a 15% mark-up exists.

ARTICLE XI

SPECIAL PURPOSES LEAVE

A. Special purpose leaves of absence without compensation or fringe benefits may be granted by the President of the College upon application of a faculty member after favorable recommendation of such leave by the department chairperson and the Dean of Academic Affairs. It is intended that not more than five (5) faculty members will be granted special purpose leaves during one (1) academic year. Application for special purpose leave of absence must be submitted to the President of the College at least three (3) months prior to the requested commencement date of the leave. The application for special purpose leave of absence must meet the eligibility requirements and criteria set forth in this Article. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President, and his decision shall not be grievable.

B. Eligibility Requirements

Faculty members who have completed six (6) consecutive years of service to the College shall be eligible for special purpose leave not to exceed two consecutive semesters in duration. Faculty members who have completed two (2) consecutive years of service to the College shall be eligible for special purpose leave which does not exceed one (1) semester in duration.

C. Criteria

Those faculty members who have completed six (6) years of service to the College may request special purpose leaves for the following purposes:

1. Acceptance of invitational self-terminating assignments offered by governmental agencies or non-profit foundations seeking faculty member's special expertise.
2. Completion of a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field.

ARTICLE XI continued:

3. Services as a full-time officer or full-time staff member of a non-profit professional organization involved in the furtherance of scientific research or educational projects.

4. Employment by a profit-making organization.

Those faculty members who have completed two (2) consecutive years of service may request special purpose leave for the purpose of either completing a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field, or to take graduate level instruction at an accredited institution of higher education, in order to acquire new methodology essential to the specific academic disciplines of such individual, provided that the duration of leave for advanced study does not exceed one academic semester. A one semester special purpose leave at the discretion of the Board of Trustees may be extended up to the end of the next consecutive academic semester, providing written request for such extension is submitted to the President of the College not later than 45 days prior to the date fixed by the County College of Morris for commencement of the next consecutive academic semester.

D. General Requirements

No such application shall be approved unless the President is satisfied that the absence of such faculty member will not be detrimental to curricula or on-going programs of the College, and unless the President is satisfied that as a result of such leave benefit will accrue to the College.

E. A faculty member applying for such leave shall signify in writing his intent to return to full-time employment upon expiration of the leave.

ARTICLE XI continued:

F. A faculty member on special purpose leave shall not be entitled to receive compensation or other benefits during the leave, including but not necessarily limited to seniority, longevity, salary, pension or health benefits. Upon expiration of such leave the faculty member shall be entitled to employment in the same position and at the same salary held at the commencement of the leave, providing the position has not been abolished in accordance with law.

ARTICLE XII

LEAVES OF ABSENCE

A. Maternity Leave

1. A pregnant faculty member may apply for a leave of absence without pay or fringe benefits except as hereinafter specified. A request for maternity leave shall be made in writing to the Dean of Academic Affairs at least sixty (60) days prior to the day the leave is to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. Faculty members on maternity leave during the period of actual physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. Retirement and medical benefits shall be granted during the period of maternity leave in conformity with the laws, rules and regulations established by appropriate state departments. Time spent on maternity leave after the expiration of the semester in which such leave commences shall not be counted as regular service for promotion, salary adjustment, or seniority.

2. A faculty member returning from maternity leave shall be required to give sixty (60) days written notice to the Dean of Academic Affairs of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon her return, in the same position and salary she vacated at the commencement of the leave providing her position has not been abolished in accordance with law.

ARTICLE XII continued:

3. A statement from the faculty member's physician certifying that the faculty member is physically able to return to duty shall be furnished to the College before return from maternity leave is permitted.

4. Maternity leave for tenured faculty members may extend up to one (1) year. Maternity leave for non-tenured faculty members shall not extend beyond June 30th of the current academic year in which such leave commences. Failure of a non-tenured faculty member to deliver written notice of intention to return to employment by June 30th of the academic year in which the leave commenced shall, at the option of the College, constitute a notice of resignation.

B. Bereavement

Faculty members shall be entitled to up to five (5) days leave with pay for observance of the death of spouse, father, mother, child, sibling, grandparents, or parents of a spouse. Relationships of stepchildren and adopted children shall be considered the same as naturally-born. Faculty members shall give reasonable and prompt notice to their department chairperson and upon returning from bereavement leave shall confirm in writing to the department chairperson the purpose of the leave and the relationship of the decedent. Unused bereavement leave shall not be accumulated after the expiration of the contract term for the following academic year, nor shall such unused leave be compensated upon termination of employment or retirement.

C. Jury Duty

When a faculty member receives a subpoena for jury duty, he/she shall be given a leave for the term of such jury duty providing notice of jury duty is presented to his/her department chairperson immediately upon receipt of same. The faculty member on jury duty is expected to

ARTICLE XII continued:

report to work whenever not actively serving as juror, providing such duty has been excused by the judge or other duly-authorized court official. While serving on jury duty, the faculty member shall be paid the difference between regular salary, computed on a daily basis, and the daily jury fee paid by the court. A certification of the number of days actually spent by the faculty member on jury duty service must be obtained from the appropriate court official and must be submitted to the Dean of Administration. However, the College will not compensate faculty members who are absent from employment whether voluntary or under subpoena to participate as a litigant or witness in any proceedings, judicial or otherwise, in which the faculty member or association is an interested party, or the College or any of its employees is a litigant. The faculty member will suffer no loss of compensation when testifying under subpoena issued by the College or under subpoena of a third party who has made a claim against the College or its personnel, providing such third party is not an employee of the College.

D. Government Service Leave

Any tenured full-time faculty member elected to hold office in county, state or federal government shall be entitled to a leave of absence without pay for the first term of such elective county, state or federal office. Time spent on such government service leave shall not be counted as regular service for purpose of promotion, salary adjustment, seniority in faculty affairs, retirement, or other ancillary benefits.

E. Personal Leave

Commencing with the second academic year of employment each faculty member shall be entitled to up to three (3) days leave per contract year with full pay to take care of personal or family emergencies or responsibilities or to observe religious holidays. A faculty member planning to use a personal

ARTICLE XII continued:

leave day shall (whenever possible) submit five (5) days in advance of the requested leave, a written request to the Dean of Academic Affairs setting forth the reason for such leave, and further advising of the arrangements the faculty member has been able to make with his/her colleagues for coverage of his/her employment duties during such absence. An informational copy of the written request is to be forwarded by the faculty member to either the Department Chairperson or the Division Chairperson. Approval of personal leave requests must be obtained in advance from the Dean of Academic Affairs who will give such approval in writing, and whenever possible deliver such written approval in advance of the leave. Personal leave is not intended to be used to extend other types of leaves provided in this Article, such as sickness, injury, or bereavement leaves. While the College may permit such extensions, denials by the Dean of Academic Affairs to add personal leaves to extend other types of leaves shall not be grievable.

F. Military Leave

A faculty member inducted into the armed forces during the period of this Agreement shall have the right to reinstatement to his/her former position at the termination of such military service, providing that within ninety (90) days of receiving a discharge, other than dishonorable discharge, from such armed forces, the faculty member applies to the College for reinstatement. Time spent during such inducted military service shall be treated as a leave of absence during which the faculty member shall not be entitled to any form of compensation. The faculty member returning from such military leave shall receive the salary which would have been achieved had it not been for the absence on military leave. Such returning faculty member shall be afforded all other rights provided by applicable statutes, including N.J.S.A. 18A:6-33. The College, for a period of no more than fifteen (15) days, will pay to a faculty member on active duty in the National Guard or the U.S. Armed Forces reserve, the difference between the compensation received from

ARTICLE XII continued:

the National Guard or the U.S. Armed Forces reserve and such faculty member's regular salary, provided that the National Guard or the U.S. Armed Forces reserve requires such faculty member to be on duty on dates other than the months of July and August. No compensation will be paid by the College for service of faculty members in the National Guard or the U.S. Armed Forces reserve during the months of July and August.

G. Sick Leave

Each faculty member shall be entitled to a maximum of ten (10) sick days during the work year. In the event a faculty member is absent for three (3) or more consecutive working days, the College may require such faculty member to produce a doctor's certification of illness or injury. During such permitted sick leave the faculty member shall receive full salary. The faculty member shall be responsible to give prompt notice to the department chairperson of sick leave absences, giving the reason and probable duration of such sick leave.

In September of each year the college will provide each faculty member with a written accounting of his/her accumulated sick leave.

H. Sabbatical Leaves

1. Purpose and Use of Sabbatical Leave

Sabbatical leaves are awarded by the Board of Trustees to selected members of the full-time teaching faculty to foster their creative activities related to their teaching disciplines, which will increase their professional effectiveness and usefulness to the College. Acceptable pursuits include graduate studies, research, or writing in completion of a degree, scholarly research and/or writing for publication, advanced study, or other intellectual activities or travel clearly relevant to and designed to enhance the recipient's value to the College. Sabbatical recipients shall not engage in any regular remunerative employment while on leave except that fellowships,

Article XII continued:

scholarships and similar grants may be accepted to accomplish the stated purpose of the leave.

2. Eligibility

Eligibility is limited to faculty members who have completed six (6) consecutive years of full-time active service with the College, and who have not been granted sabbatical leaves by the College during the preceding six (6) years. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion.

3. Period and Salary

Sabbatical leaves are awarded for either one or both semesters of a given academic year. Applicants are required to request one or the other at the time of application. The College will consider the needs and wishes of the applicant with respect to the timing of the leave but reserves the right to adjust or defer the leave in accordance with the need of the College for the applicant's services. Salary paid the recipient by the College during the sabbatical leave shall be one-half of the recipient's annual contract salary for a two-semester leave, or one-half the annual contracted salary for a one-semester leave. Salary payments will be made biweekly during the leave.

4. Faculty Sabbatical Leave Committee

Six (6) members of the tenured faculty, representing broadly the academic disciplines within the College, shall be appointed annually by the President of the College as the Faculty Sabbatical Leave Committee. Such

Article XII continued:

committee shall evaluate all applications from full-time faculty members (excluding chairpersons) and shall interview such applicants. The Faculty Sabbatical Leave Committee shall make a determination to recommend or not recommend each application filed with it. The Faculty Sabbatical Leave Committee shall forward to the Dean of Academic Affairs all sabbatical leave proposals which the committee endorses and recommends, ranking such proposals in order of priority, together with the rationale in writing for the committee's acceptance of each proposal. The committee shall forward all proposals recommended by it whether or not the total is more or less than the funding limitations set forth in subparagraph 9.

5. Application and Submission of Plans

Applications from faculty members for sabbatical leave shall be submitted to the Faculty Sabbatical Leave Committee, with copies to the faculty member's department chairperson, no later than November 15th of the year preceding the academic year in which the leave is desired. Applications shall contain a detailed prospectus of the intended activity, including purpose, objectives and plans, and shall explicitly describe how the proposed activity will increase the recipient's value to the College.

6. Review and Award

The Dean of Academic Affairs shall appropriately review and evaluate the sabbatical leaves recommended by the Faculty Sabbatical Leave Committee and simultaneously forward his evaluation and recommendations to the President of the College and the Faculty Sabbatical Leave Committee, and he shall forward to each applicant recommended by the Faculty Sabbatical Leave Committee, his evaluation of that applicant's proposal, indicating any deficiencies and reasons for rejection. The President shall defer his review

Article XII continued:

and decision on faculty sabbatical proposals for thirty (30) calendar days from his receipt of the recommendations of the Dean of Academic Affairs. Each applicant recommended by the committee shall have the right to submit a revised or supplemented prospectus to the President of the College within thirty (30) calendar days from the Committee's receipt of the recommendations of the Dean of Academic Affairs. Any such revised or supplemented prospectus submitted within such thirty (30) day period shall be considered by the President, but he shall retain the discretion to recommend or reject any sabbatical leave proposal. Those sabbatical leave proposals approved by the President shall be submitted by him to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College will advise the Committee and the Association in writing of his reasons for rejecting any recommendations of the Committee, which reasons may include insufficient funds.

7. Obligation to Return and Report

Recipients of sabbatical leaves shall, upon acceptance of a sabbatical leave award, signify their obligation to remain in the service of the College for a period of not less than two (2) consecutive years following expiration of the leave. Recipients of sabbatical leaves shall, immediately upon their return to the College, submit to the Board of Trustees and to their department chairperson copies of comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality.

8. Special Conditions of Sabbatical Leave Awards

(a) There is no fixed minimum or maximum on the number of sabbatical leaves granted in any year, but it is clearly the intent of the

Article XII continued:

Board of Trustees to make such awards, within the limitations of funds available, to those applicants whose past performance, promise, and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.

(b) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of salary adjustment and other benefits as though the recipient were in regular employment.

(c) The Board of Trustees may, upon special recommendation of the President of the College and the Faculty Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of continuous full-time service.

(d) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent-setting.

9. Funding

A sum equal to one (1) percent of the combined annual contract salary as of September 30 for full-time teaching faculty employed as of September 30 (exclusive of overload and salaries of chairpersons) shall be available to fund faculty sabbatical leaves approved by the President of the College for the respective academic year. If after the Board of Trustees grants sabbatical leaves to faculty members, the remaining funds available are insufficient for full funding of additional sabbatical leaves, the successive faculty applicants recommended by the President and considered by the Board of Trustees shall have the option of accepting a sabbatical leave with less than full funding, limited to the balance of funds available. Any unused balance of the funds available for sabbatical leaves shall be retained and

Article XII continued:

added to the one (1) percent fund available to endow sabbatical leaves awarded by the Board for the following academic year.

On (a) September 30 of the academic year in which the sabbatical fund is being utilized; or

(b) Thirty (30) calendar days after a new contract is ratified, whichever is later, the President of the College shall advise the Association and the Faculty Sabbatical Leave Committee, in writing, the amount of the combined annual contract salary for full-time faculty (exclusive of overload and salaries of chairpersons) and of the amount of unused balance of sabbatical funds beyond sabbatical leaves awarded for the current academic year, which balance will be added to the one (1) percent fund available for sabbatical leaves to be taken in the next academic year.

ARTICLE XIII

REDUCTION IN FORCE

A. Faculty members who are laid off for economic reasons will be notified of faculty positions within their teaching competence for a two (2) year period after such economic reduction in force. Notice of recall to teaching shall be addressed by certified mail, return receipt requested, to the faculty member's last address appearing in records of the College. Within five (5) days (excluding weekends and holidays) from receipt of such notice of recall, or return of the mail as being undelivered, the faculty member shall notify the Dean of Academic Affairs in writing whether or not the faculty member desires to return to the work involved in the recall. Failure to reply or indication of no desire to return to work forfeits all seniority and all rights to recall. A faculty member desiring to return shall report for such work within fifteen (15) days from the date the recall notice was received or within such period of time as set forth in a written extension of time designated by the Dean of Academic Affairs or his designee. Failure to report to work shall forfeit all seniority and all rights to recall.

B. The Association will be notified at least sixty (60) days prior to implementation of a lay-off for economic reasons. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least thirty (30) days prior to such implementation.

C. Seniority shall not be accumulated during the lay-off period. Upon recall, the faculty member shall have his accumulated seniority to the date of lay-off.

D. For purposes of determining eligibility for fringe benefits, a faculty member's total length of service within the College shall be utilized.

ARTICLE XIII continued:

E. In the event of a reduction in force, faculty members will be laid off in inverse order of seniority within their departments. Seniority shall be defined as the number of years of full-time teaching service at the College. In applying seniority for the purpose of lay-off the faculty member's area(s) of competence and academic degree(s) shall be considered. Recall shall be in order of seniority consistent with the foregoing.

ARTICLE XIV

INSURANCE

A. The College shall continue all existing insurance benefits which affect faculty members.

ARTICLE XV

SALARY

A. Salary Guide

1. Effective September 1, 1982, the new salary for a bargaining unit member is found on the 1982-83 Faculty Salary Guide, Exhibit D on the same step and grade as that member held on the 1981-82 Faculty Salary Guide, unless paragraph G applies.

2. Effective September 1, 1983, the new salary for a bargaining unit member is found on the 1983-84 Faculty Salary Guide, Exhibit E at the same step and grade that the member held on the 1982-83 Faculty Salary Guide.

B. Payment of Salary

Salary for the contract term shall be paid to each faculty member biweekly during the academic term. Salary payments shall not be advanced. Those on leave shall be paid upon return to employment. Pay checks will be distributed via each faculty member's chairperson. The Board reserves the right to determine the form of checks, accounting procedures, and whether to issue same manually or by computer or have such services performed by outside contractors. The College shall incur no liability to any faculty member for the delay in the distribution of salary checks due to causes beyond the control of the College.

C. Legal Limitations or Impositions

This Agreement and specifically the wages provided for in this Article are subject to present and future limitations, freezes, stabilization, or other statutes, executive orders, or administrative regulations

ARTICLE XV continued

which federal or state law or authorities may enact. To the extent that any provision of this Agreement or the wages provided for herein exceed that permissible by any federal or state law, executive order or administrative regulation, such provision or excess wage shall be deemed invalid except to the extent permitted. Such invalidity shall not nullify this Agreement which in all other respects shall continue in full force and effect.

D. Withholding Salary Adjustment

Upon recommendation of the President of the College, the Board of Trustees reserves the right to withhold any portion of the salary adjustment for inefficiency and for other good cause.

E. Initial Placement on Guide

The College in its sole discretion shall determine the initial placement on the Salary Guide for new faculty members. Placement of lecturers and instructional assistants will be in accordance with the following guidelines:

1. Lecturer: The classification of Lecturer is intended to accommodate special situations whereby benefit may accrue to the College and its educational program. The qualifications for the rank of Lecturer include the capacity to make a special contribution in a literary, scientific or technological field which is not within the scope of recognized graduate study.

2. Instructional Assistant: The Instructional Assistant is hired to provide assistance in teaching, laboratory, and clinical areas. The Instructional Assistant acts under the supervision of the department chairperson and will not perform the duties of the full-time faculty. The associate degree is the minimum qualification.

ARTICLE XV continued:

F. Salary Adjustment

The salary adjustment for full-time faculty is effective as of September 1 of each year. For faculty members hired after September 1, the salary adjustment shall be credited for one semester or more experience. Less than one semester's experience shall not be credited.

G. Adjustment for Promotion in Rank

Any faculty member granted a promotion in rank will move one position upward on the applicable salary guide.

ARTICLE XVI

NEGOTIATIONS

A. The Board and the Association will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities which the negotiating representatives have to the College. Neither the Board nor the Association shall have or exercise control over the selection of the negotiating representatives of the other party. Any administrator, chairperson or supervisor who evaluates or supervises faculty members in the collective bargaining unit shall not serve as a negotiating representative of the unit governed by this Agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the Board and Association. It is recognized that no final agreement may be executed or become binding without ratification by the Board and the Association.

ARTICLE XVII

AMENDMENT OF AGREEMENT

A. By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board of Trustees and the Association.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

ACADEMIC FREEDOM

A. It is the policy of the College to maintain and encourage within the law freedom of inquiry, teaching, publishing and research. The exercise of this freedom extends to the faculty member's classroom discussion of the course and inquiries which relate thereto. A faculty member may not claim as his/her right the privilege of discussing in the classroom controversial matters which have no relationship to the course subject.

B. Faculty members acting as advisors to student organizations or participating in College-sponsored lecture programs or symposia are assured the same academic freedom which they enjoy in the classroom.

C. In the role of citizen, a faculty member has the same freedom as other citizens. However, in making extramural remarks, a faculty member has the obligation to indicate that he/she is not a spokesman for the College.

ARTICLE XX

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and ther only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the rights, responsibilities and authority of the Board under National, State, County or Local laws.

D. The College shall be responsible for acquainting its administrative staff with the provisions of this agreement.

ARTICLE XXI

NON-DISCRIMINATION

A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his membership or non-membership in the Association, or his participation or non-participation in any activities of the Association.

B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, or marital status.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIII
DEDUCTIONS FROM SALARY

A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.

C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

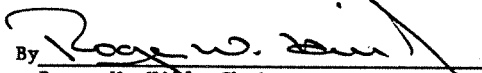
ARTICLE XXIV

DURATION OF AGREEMENT

This agreement shall be effective from September 1, 1982, and shall remain in full force and effect through August 31, 1984.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper officers on the date first above written:

COUNTY COLLEGE OF MORRIS

By 
Roger W. Hill, Chairman
Board of Trustees

FACULTY ASSOCIATION OF THE
COUNTY COLLEGE OF MORRIS, INC.
(affiliated with the N. J. Education Assoc.)

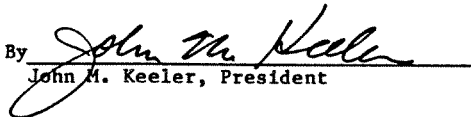
By 
John M. Keeler, President



EXHIBIT A

In the Matter of

County College of Morris

Public Employer

and

Faculty Association of County College of Morris

Petitioner

RECEIVED
OCT 1 1974
PRESIDENT'S OFFICE

DOCKET NO. R0-857

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the undersigned Executive Director in accordance with the Act and Chapter 11 of the Commission's Rules and Regulations and Statement of Procedure; and it appearing from the Tally of Ballots that an exclusive representative for collective negotiations has been selected; and no valid objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor:

Pursuant to authority vested in the undersigned, IT IS HEREBY CERTIFIED that Faculty Association of County College of Morris

has been designated and selected by a majority of those casting valid ballots in the unit described below, as their representative for the purposes of collective negotiations, and that pursuant to the New Jersey Employer-Employee Relations Act of 1968, the said organization is the exclusive representative of all the employees in such unit for the purposes of collective negotiations with respect to terms and conditions of employment.

UNIT Included: All full-time teaching faculty and full-time instructional assistants employed by the County College of Morris but excluding the College President, Deans, Associate Deans, Asst. Deans, managerial executives, adjunct faculty, Librarians, the Director of Library Services, Supervisors of Technical Services and Readers Services, Instructional Media Center Supervisor, Reference Librarians, Graphic Artist, Catalog Librarian, Librarian Assts., Audio-Visual Producer, T.V. Producer, Technicians, Equipment Coordinators, Department and Division Chairpersons, Asst. Chairpersons, Counsellors, Counsellor Evaluators, clerical, confidential, maintenance, security and cafeteria personnel, and all personnel with supervisory or administrative authority.

Jeffrey B. Tener
Executive Director

DATED October , 1974

Trenton, New Jersey

JBT:psw

Attachment.

In the Matter of

County College of Morris

and

Docket No. RO-857

Faculty Association of
County College of Morris

Service on the following:

Jacob Weingarten, Esquire
Vogel, Chait & Wacks, Esqs.
Maple Avenue at Miller Road
Morristown, New Jersey 07960
(Certified-1)

Eileen Cornell, Esquire
159 Speedwell Avenue
Morristown, New Jersey 07960
(Certified-2)

George Blessing, Personnel Director
County College of Morris
Route 10 & Centergrove Road
Dover, New Jersey

Mr. John Keeler
C.C.M. Faculty Association
Box 352
Highland Lakes, New Jersey 07422

EXHIBIT B

STATEMENT OF GRIEVANCE OR APPEAL
(Attach supplemental pages as necessary)

TYPE OF GRIEVANCE (must be specified): Contractual _____
Non Contractual _____
Statutory-Regulatory _____

DATE MOVED: Step I _____ Step II _____

1. Statement of facts out of which grievance arises: _____

2. Identification of the grievant(s):

Individual: _____

Group: _____

3. Applicable provisions of agreement (if any) _____

4. Identification of witnesses to be called:

Name of Witness

Relevance

5. Relief requested: _____

6. Summary of previous decisions:

Step I relief: _____

Rationale: _____

Step II relief: _____

Rationale: _____

EXHIBIT D

FACULTY SALARY GUIDE--1982-83

I			BA	MA	MA + 30	PhD
1			16,625	16,925	17,125	17,525
2			17,205	17,505	17,705	18,105
3	aP		17,785	18,085	18,285	18,685
4	1		18,365	18,665	18,865	19,265
5	2		18,945	19,245	19,445	19,845
6	3		19,525	19,825	20,025	20,425
7	4		20,105	20,405	20,605	21,005
8	5	AP	20,685	20,985	21,185	21,585
9	6	1	21,530	21,830	22,030	22,430
10	7	2	22,140	22,440	22,640	23,040
	8	3	22,750	23,050	23,250	23,650
	9	4	23,360	23,660	23,860	24,260
	10	5	23,970	24,270	24,470	24,870
	11	6	24,580	24,880	25,080	25,480
	12	7	25,190	25,490	25,690	26,090
	13	8	25,800	26,100	26,300	26,700
	14	9	26,410	26,710	26,910	27,310
		10	27,020	27,320	27,520	27,920
		11	27,630	27,930	28,130	28,530
		12	28,243	28,543	28,743	29,143
		13	28,856	29,156	29,356	29,756
		14	29,469	29,769	29,969	30,369
		15	30,082	30,382	30,582	30,982
		10	30,695	31,095	31,295	31,695
		11	31,308	31,708	31,908	32,308
		12	31,921	32,321	32,521	32,921
		13	32,534	32,934	33,134	33,534
		14	33,147	33,547	33,747	34,147
		15	33,760	34,160	34,360	34,760

Overload Rate	I	\$280
	aP	300
	AP	320
	P	340

EXHIBIT E

FACULTY SALARY GUIDE--1983-84

<u>I</u>			<u>BA</u>	<u>MA</u>	<u>MA + 30</u>	<u>PhD</u>
1			17,900	18,200	18,400	18,900
2			18,480	18,780	18,980	19,480
3	aP		19,060	19,360	19,560	20,060
4	1		19,637	19,937	20,137	20,637
5	2		20,220	20,520	20,720	21,220
6	3		20,800	21,100	21,300	21,800
7	4		21,680	21,980	22,180	22,680
8	5	AP	22,260	22,560	22,760	23,260
9	6	1	23,105	23,405	23,605	24,105
10	7	2	23,715	24,015	24,215	24,715
	8	3	24,325	24,625	24,825	25,325
	9	4	24,935	25,235	25,435	25,935
	10	5	25,545	25,845	26,045	26,545
	11	6	26,155	26,455	26,655	27,155
	12	7	26,765	27,065	27,265	27,765
	13	8	27,850	28,150	28,350	28,850
	14	9	28,410	28,760	28,960	29,460
		10	29,070	29,370	29,570	30,070
		11	29,680	29,980	30,180	30,680
		12	30,493	30,793	30,993	31,493
		13	31,123	31,423	31,623	32,123
		14	31,753	32,153	32,353	32,853
		15	32,383	32,683	32,883	33,383
		10	33,313	33,613	33,813	34,313
		11	33,943	34,243	34,443	34,943
		12	34,573	34,873	35,073	35,573
		13	35,203	35,503	35,703	36,203
		14	35,833	36,133	36,333	36,833
		15	36,463	36,763	36,963	37,463

Overload Rate	I	\$290
	aP	310
	AP	330
	P	350

LETTER OF INTENT

1. It is understood and agreed that faculty members are expected to continue to fulfill their academic and professional responsibilities to the students, the College and the Community.
2. To the extent possible, the College will make every reasonable effort to continue to provide faculty members with one (1) day per week for necessary academic preparation, grading, research and other activities related to fulfillment of their academic and professional responsibilities.
3. The College agrees to continue its present policy as regards to payment of extra compensation for classes in excess of forty (40) students.
4. The College agrees to continue its present practice regarding the computation of faculty teaching load credit hours in the Health and Physical Education Department. Laboratory teaching hours for this department shall be calculated on the basis of the 5 for 6 laboratory/lecture construct.
5. The College agrees to print sufficient copies of the contract to provide one (1) copy to each full-time faculty member, and twenty (20) copies to the Association. The College shall provide new employees with a copy of this Agreement at the time of employment.
6. The eligibility standards and criteria set forth in Article VI shall govern promotion requests for all members of the full time faculty.
7. The office of the Faculty Association will be located in the Academic Science Building B, Room 212, during the life of this agreement.
8. Lecturers shall receive the salary adjustments which result from modifications of this agreement.
9. The grade columns for Instructional Assistant shall be as follows:

<u>AA</u>	<u>B.A.</u>	<u>B.A. + 15</u>
XX	\$200	\$100

LETTER OF INTENT continued

10. To the extent possible no full-time faculty member who is assigned by the College to teach an evening course will be scheduled for a course the following day during the first teaching period (8:00 a.m.- 9:15 a.m.).
11. Winterim is defined as that period in the academic calendar between the end of the Fall Semester and the beginning of the Spring Semester. The College reserves the right to schedule during that period of time academic courses designed to accommodate special needs. Normally, the faculty teaching load during the Winterim period will be considered as voluntary overload; however, the College maintains the right to assign faculty to these courses when necessary.
12. There shall be a joint committee of no more than two (2) members from the Association and two (2) from the College. This committee shall meet when appropriate for the purpose of reviewing mutual problems; questions arising concerning contract provisions; and personnel problems. Meetings shall be called by mutual agreement. This committee shall have no power to alter, modify, or amend the provisions of this Agreement, nor shall this statement be deemed to be an authorization to conduct negotiations during the course of this Agreement or a waiver of any other rights of the parties pursuant to this Agreement.