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ARTICLE I
RECOGNITION

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1-1 The Board of Trustees of Essex County College recognizes the Essex County College Faculty Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time teaching faculty presently employed and hereafter employed by the Board including only:

Instructors, Assistant Professors, Associate Professors, Professors, and persons with the following titles:

Counselors of the Counseling Division, Librarians, Coordinators, Assistant Division Directors, Instructional Assistants and Instructional Development Specialists.

and titles: but excluding the following positions, classifications,

President, Administrative Vice-President, Assistant to the President, Deans, Director of Business Affairs, Associate Deans, Assistant Deans, Division Directors or Heads, Graphics Production Coordinator, Coordinator of Library Materials, Production Coordinator.

1-2 All Provisions concerning Department Chairmen will be clarified later subject to unit clarifications by the Public Employees Relations Commission.

ARTICLE II

DEFINITIONS

2-1 The term "Board" shall mean the Board of Trustees of Essex County College, Essex County, State of New Jersey or its duly designated agent(s).

2-2 The term "negotiating unit" used in the Agreement shall mean the bargaining unit as described in Article I: All full-time teaching faculty presently employed and hereafter employed by the Board including only Instructors, Assistant Professors, Associate Professors, Professors, and the persons with the following titles: Counselors of the Counseling Division, Librarians, Coordinators, Assistant Division Directors, Instructional Assistants, and Instructional Development Specialists. All titles or classifications not mentioned are specifically excluded from the negotiating unit. In addition, the following positions, classifications and titles are excluded.

(except as in 1-1)

- President
- Administrative Vice-President
- Assistant to the President
- Deans
- Director of Business Affairs
- Associate Deans
- Assistant Deans
- Division Director or Heads
- Graphics Production Coordinator
- Coordinator of Library Materials
- Production Coordinator

2-3 The term "Association" as used in this Agreement shall mean the Faculty Association of Essex County College, the recognized majority representative for the negotiating unit.

2-4 The term "College" as used in this Agreement shall mean Essex County College, of Essex County, State of New Jersey or its duly designated agent(s).

2-5 The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

ARTICLE III

SCOPE OF BARGAINING

3-1 Good Faith, Terms and Conditions, Etc.

3-1.1 The Board and the Association acknowledge that, during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiation. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

3-1.2 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date are no longer applicable.

3-1.3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect. Any such provision shall be renegotiated by the Board and the Faculty Association to comply with existing law.

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3-1.4 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

3-1.5 The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences. Any misapplications of provisions of this Agreement shall be considered a violation of the Agreement.

ARTICLE IV

ACADEMIC FREEDOM

4-1 Statement of Principles

The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education.

4-1.1 This means for the college teacher:

Freedom in research and publication where these activities do not interfere with adequate performance of his academic duties.

4-1.2 Freedom in the classroom to discuss controversial issues relating to his subject, with the knowledge he has an obligation to bear in mind his unusual influence on the opinions and values of the students with whom he works.

4-1.3 Retention of all his rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which his profession and the College may be judged. Therefore, he must at all times be accurate, show respect for the opinions of others, and must make clear that he is not an institutional spokesman.

ARTICLE V

GRIEVANCE PROCEDURE

5-1 DEFINITION

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Association, or

between the Board and any employee or group of employees within the negotiating unit deemed eligible to avail themselves of the use of this procedure, concerning the meaning and application of the specific written provisions of this Agreement and the alleged violations of any promulgated rule or policy of the Administration or Board of Trustees affecting the terms and conditions of employment.

5-2 For the purpose of this grievance procedure the Association, employee or group of employees shall hereinafter be referred to as the "Grievant".

5-3 INFORMAL PROCEDURE

Prior to the filing of a formal written grievance, the grievant shall informally discuss the matter with the division head or the appropriate administrator in whose area the alleged grievance arises.

5-4 FORMAL PROCEDURE

If, as a result of the informal discussion with the division head or administrator, the matter is unresolved, the grievant may invoke the formal grievance procedure by submitting a written grievance. This written grievance shall be submitted no later than ten (10) working days after the grievant has availed himself of the procedure outlined in 5-3 above, but in any event not later than fifteen (15) working days after the grievant's presumed knowledge of the act or condition(s) upon which the grievance is based.

5-4.1 The grievant must initiate the grievance at the appropriate level of occurrence and must use the agreed-upon form.

5-5 STEP 1.

The grievance will be submitted by the grievant in writing to the appropriate area head (Dean) on a form prepared by the Board. The Board will confer with the Association for the purpose of preparing the form but the final authority for such preparation shall rest with the Board. The employee, any involved administrator, and a representative of the Association will meet with the appropriate area head (Dean) for the purpose of resolving the grievance. The meeting must be held within five (5) working days of the receipt of the written grievance by the administrator. The appropriate area head (Dean) shall give his answer in writing with respect to the grievance within five (5) working days after the above-mentioned meeting.

5-6 STEP 2.

If the grievance is not satisfactorily settled in Step 1, then within five (5) working days after receipt of the answer in Step 1, the grievant shall file two copies of the written grievance with the President of the College or a representative designated by the President and a copy shall be filed with the Association.

5-6.1 Within five (5) working days from the date of filing, the President or his designee shall meet with the grievant, any involved administrator and a representative of the Association in an effort to resolve the grievance. The President or his designee shall give the answer in writing with respect to the grievance within five (5) working days of said meeting, with a copy to the Association.

5-7 STEP 3.

The grievance shall be deemed to have been satisfactorily disposed of under Step 2, unless within five (5) working days after receipt of the answer in Step 2, the grievant files two copies of the written disposition under Step 2 with the Board of Trustees, stating in writing to the Board the reason for his dissatisfaction with the answer given to the grievance under Step 2.

5-7.1 Within ten (10) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives (members of the Board) shall meet with the grievant, the appropriate administrator(s), and a representative of the Association in an effort to resolve the grievance.

5-7.2 The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within fifteen (15) working days of said meeting.

5-8 STEP 4.

In the event that the grievant shall not be satisfied with the decision of the Board pursuant to Step 3, such grievance shall be taken to arbitration.

5-8.1 The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached as to an impartial arbitrator, the American Arbitration Association shall be asked to submit a panel or panels of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration involved. Thereafter the rules and regulations of the American Arbitration Association pertaining to the selection of an arbitrator will be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. The arbitrator shall render his determination in accordance with the laws of the State of New Jersey relating to county colleges, and shall have the power to make compensatory awards.

5-8.2 The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of the arbitrator by agreement between the Board and the Association, shall be final and binding upon the employee or persons who are involved or affected thereby.

5-8.3 The fees and expenses of the arbitrator and the charges of the American Arbitration Association shall be borne equally by the Association and the Board.

5-9 Saturdays, Sundays, holidays and any other days on which the College shall be officially closed shall be excluded from the computation of "working days" as the term is used in this procedure.

5-10 It shall be the general practice of all parties of interest to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

5-11 The number of days indicated at each Step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in this procedure shall be considered to be of the essence and not merely procedural. However, the time limits as stated in this procedure may be extended by written agreement between the President and the Association. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

5-12 Failure by the grievant at any Step to appeal a grievance to the next step within the specified time limits shall disallow the grievance.

5-12.1 Failure of the administration at any Step to submit a written disposition within the prescribed time limits shall allow the grievance.

5-13 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure:

5-13.1 Matters involving the discretion of the Board.

5-13.2 Any questions concerning the duration of this Agreement.

5-13.3 Any matter where the Board is without the expressed or implied authority to act.

5-13.4 Any action of the Board which is prescribed by law.

5-14 No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

5-15 If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

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5-16 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

5-17 It is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the processing of the grievance.

5-18 If an employee covered by this Agreement has a complaint which he wishes to discuss with his supervisor, he is free to do so without recourse to the grievance procedure.

5-19 A grievance may be withdrawn by the grievant or the Faculty Association at any level. However, if in the judgment of the Faculty Association the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

ARTICLE VI

ASSOCIATION AND INSTRUCTOR'S RIGHTS AND RESPONSIBILITIES

6-1 Pursuant to Public Law 303 of the State of New Jersey, the Board hereby agrees that every member of the negotiating unit employed by the Board of Trustees of Essex County College shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from such activity. As a duly constituted body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it will not directly or indirectly deprive, discourage, coerce or harass any instructor in the enjoyment of any rights conferred by the Acts or other laws of New Jersey and of the United States; that it will not discriminate against any member of the negotiating unit with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or his refraining from such activity.

6-2 Individuals shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such individual. The private and personal life of any member of the negotiating unit is not within the appropriate concern or attention of the Board, except where it reflects upon the employee's competence, either moral or professional, to perform his job.

6-3 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied by the Board and the Association in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, color, religion, national origin, age, sex or marital status.

6-4 Nothing contained herein shall be construed to deny to any member of the negotiating unit rights he may have under the laws of the State of New Jersey or other applicable laws and regulations.

6-5 The Association and its representatives shall have the right to use College facilities for meeting. The Association agrees to use the normal college channels for the reservation of such facilities. Such use shall not interfere, interrupt or conflict with normal college operation or student activities. Any additional cost due to the Association's use of college facilities shall be borne by the Association.

6-6 One hour twice per week between 9:00 A.M. and 4:00 P.M. shall be reserved for the conduct of Association business, and for other institutional activities. Every reasonable effort will be made to avoid giving any members of the negotiating unit an assignment during the above mentioned one hour periods. In the areas of library and counselling services, however, such assignments shall be made when necessary to avoid the curtailment of services.

6-7 Duly authorized representatives of the Association shall be permitted to transact official Association business on college property when they have no instructional or office hours scheduled and so long as there is no interference with official college business or the instructional or office hours of any other members of the negotiating unit.

6-8 Agents, members or representatives of the Association who are not employees of Essex County College shall be admitted to the College only for the purpose of discussing official Association business.

6-9 The Association shall have the right to use College facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, and all types of audio visual equipment at all reasonable times, where such equipment is not otherwise in use.

6-9.1 The Board may cancel the right of the Association to use such equipment at any time during the term of this Agreement. Such decisions shall be at the sole discretion of the Board or its agents, and such decisions or the results thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

6-9.2 Where such equipment is under the Control of a Division Director, prior permission from Director shall be obtained for its use.

6-9.3 The Association shall pay for all labor, materials and supplies incident to such use through the establishment of a budget.

6-10 The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards, one of which shall be provided in each division at a location agreed upon by and between the parties to this Agreement. The Association may use the College internal mail service and currently existing faculty mailboxes for communications to members of the negotiating unit.

6-11 What is contained in this Agreement shall be for the exclusive use of the Association and this Agreement may not be assigned by the Association without the prior expressed written consent of the Board.

6-12 With the consent of the individual, when a new employee of the negotiating unit is hired, the College will notify the Association, giving name and address.

6-13 For the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, all available public information concerning the professional staffing and financial resources of the College. Also, for the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, the current rank and salary of each employee in the negotiating unit. The names of the individual employees will not be given, the information merely revealing dollar amounts and numbers at each step and rank.

6-14 The Board agrees to furnish the Association with a copy of the Manual of Procedures and all addenda and a copy of the minutes of the public Board of Trustees meetings and all addenda.

ARTICLE VII

PERSONNEL FILE

7-1 The Personnel File of an individual member of the negotiating unit shall be open to him on a working day between the hours of 9:00 A.M. to 3:30 P.M. upon the signature of the requesting individual. The working day is as defined in the grievance procedure. The following material contained in the Personnel file shall not be made available to the individual. When reviewing this personnel file, an appropriate administrator shall be present.

7-1.1 References from outside sources.

7-1.2 Placement records which contain references from outside sources.

7-1.3 Transcripts restricted by the sending institution.

7-1.4 Other confidential references or confidential information obtained from outside the College.

7-2 Prior to references being sought subsequent to employment the member of the negotiating unit shall be informed.

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7-3 No document, other than those of a confidential nature mentioned above, shall be inserted in the individual member's personnel file without his prior knowledge. The individual member shall have the right to respond to any non-confidential document placed in his file. This response shall become part of his personnel file. These documents placed in the personnel file shall be assigned and dated by that individual placing the document in the personnel file.

ARTICLE VIII

ASSOCIATION REPRESENTATIVE ON BOARD

8-1 An Association Representative shall sit in an advisory capacity with the Board of Trustees at all public meetings and committee of the whole meetings of the Board.

ARTICLE IX

ASSOCIATION CHAIRMAN'S LOAD

9-1 The Association Chairman's and the Grievance Committee Chairman's regular load shall be reduced by six (6) semester hours for the Fall and Winter semesters to enable the Chairmen to administer the terms and conditions of this Agreement. A corresponding adjustment shall be made should the Association Chairman or Grievance Committee Chairman be a non-teaching member of the Association.

9-2 The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Board in a peaceful and lawful manner, availing itself of all procedures for the peaceful resolution of disputes as provided in Public Law 303.

9-3 The Board will provide office space for the Faculty Association after commitments to the instructional and support functions of the institution have been fulfilled.

ARTICLE X

BOARD RIGHTS

10-1 Notwithstanding any provision of this Agreement the Board hereby retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

10-2 Notwithstanding any provision of this Agreement the Board retains all rights, powers or authority exercised by the Board which has not been specifically abridged or modified

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by the Agreement.

10-3 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditions of this Agreement and Public Law 303.

10-4 Notwithstanding any provisions of this agreement, where it is in conflict with the laws of the State of New Jersey such law shall prevail.

ARTICLE XI

DEDUCTIONS FOR PROFESSIONAL DUES

11-1 Any member of the negotiating unit may at any time sign and deliver to the Board an assignment authorizing deduction of uniform membership dues of the Association. Such authorization shall continue in effect until it is formally revoked in writing by the member of the unit and copies thereof delivered to the Association and the Board.

11-2 Deduction of membership dues shall be made semi-monthly from regular check payment for ten months, beginning in September and ending in June of each academic year, and the Board agrees to remit promptly all monies so deducted according to directions of the Association, accompanied by a list of those from whom the deductions have been made.

11-3 The deductions shall be made in accordance with the written authorization set forth below:

AUTHORIZATION
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____

Soc. Sec. No. _____

Division _____

To: Disbursing Officer

Essex County College Board of Trustees

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of yearly membership dues to the Association as certified by the Essex County College Faculty Association. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal prior to December 1, which will become effective to halt

deduction as of January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Board and all of its officers, agents, and representatives of any liability thereof.

11-4 The Association shall certify to the Board, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board written notice thirty (30) days prior to the effective date of such changes.

11-5 The Association shall waive all right and claim against the Board for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

ARTICLE XII

REQUIREMENTS FOR ACADEMIC RANK

12-1 EXPERIENCE AND LENGTH OF SERVICE

12-1.1 INSTRUCTIONAL ASSISTANT (This is not a tenure granting position). No previous teaching experience necessary.

12-1.2 INSTRUCTOR: No previous teaching experience necessary.

12-1.3 ASSISTANT PROFESSOR: Minimum of three (3) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

-12-1.4 ASSOCIATE PROFESSOR: Minimum of seven (7) years college and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.5 FULL PROFESSOR: Minimum of ten (10) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

EDUCATIONAL PREPARATION

-12-2 INSTRUCTIONAL ASSISTANT (This is not a tenure granting position). Bachelor's Degree or appropriate experience in career-related fields.

12-3 INSTRUCTOR: Master's Degree from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment of the rank of Instructor, the individual contract shall state explicitly that either the Master's Degree is waived or that the Master's Degree must be obtained by a specified date. Equivalent preparation may include.

12-4 Advanced study with recognized teachers (e.g., in fine arts).

12-5 Practical experience in related non-academic fields.

12-6 ASSISTANT PROFESSOR: Minimum of a Master's Degree plus fifteen (15) credits of significant and related graduate work earned thereafter from an accredited Institution, or a minimum of forty-five (45) credits in accredited nursing programs or a minimum of fifty (50) credits beyond the Bachelor's Degree in a doctoral program from an accredited institution which does not grant a Master's Degree, or fifteen (15) credits earned in addition to the Master's Degree which have been applied to an accredited doctoral program.

12-7 ASSOCIATE PROFESSOR: Minimum of a Master's Degree plus thirty (30) hours of significant and related graduate work or a minimum of 65 credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree.

12-8 PROFESSOR: An earned Doctor's Degree accepted by the New Jersey Board of Higher Education and Middle States Association. (Ed.D., Ph.D.)

GUIDELINES FOR INITIAL PLACEMENT ON RANK

12-9 The individual must meet the criteria under experience, length of service, and preparation of this Article to determine placement in the appropriate rank.

12-10 Placement on step within rank determined (12-3) above will be based upon the following formula:

12-11 One step on guide for every year of appropriate college experience.

12-12 One step on guide for every two years of appropriate secondary or elementary experience.

12-13 One step on guide for every two years of related professional, nursing, industrial, business or military experience.

12-13.1 Teaching experience as a teaching assistant may be credited toward rank in special instances recommended by the appropriate academic division director and approved by the Dean of Academic Affairs. Such experience shall be equated on the following basis:

12-13.2 One step on guide for every two (2) years as teaching assistant, such experience to include a minimum of 24 semester hours of teaching experience.

12-13.3 In the event that the computation of formula above involves one-half ($\frac{1}{2}$) year, the Division Director, with approval of the Dean of Academic Affairs, may place an individual at either the lower or higher step.

12-13.4 These equations of relevant experience shall prevail except in unusual circumstances in which a 1:1 ratio is recommended by the appropriate academic division director and approved by the Academic Dean.

12-13.5 See Appendix C for Initial Placement and Promotion, 1971-1972, Schedule and Appendix D for Initial Placement and Promotion, 1972-1973

12-13.6 Initial placement under the terms of this section will not be grievable, provided that all criteria have been applied in a consistent manner.

ARTICLE XIII

REQUIREMENTS - LECTURER

13-1 A special rank may be granted where an exceptionally qualified individual who has some performance skills not usually associated with formal degrees would contribute significantly to the objectives of the College. The appropriateness of the experience is initially evaluated by the faculty of the discipline involved and judged in turn by the division director, Dean of Academic Affairs and the President. This is not a tenure-granting position.

ARTICLE XIV

TYPES OF CONTRACTS AND WORK SCHEDULE REQUIREMENTS

14-1 All members of the unit are working under one of two types of contracts, academic year or year-round.

14-2 ACADEMIC YEAR CONTRACTS

Faculty on academic year contracts shall teach two (2) sixteen (16) week semesters in the regular academic year, and give one (1) additional week of service at the direction of the College in course planning and preparation and/or academic counseling at the completion of the Winter semester. Faculty will report one week prior to opening of classes in the Fall semester.

14-3 YEAR ROUND CONTRACTS

Faculty on year-round contracts shall teach two (2) sixteen (16) week semesters in the regular academic year, one eight (8) week session, in either the Spring or Summer term, and give one (1) additional week of service at the direction of the College in course planning and preparation and/or academic counseling. One week will be scheduled immediately following the Winter semester for faculty members teaching the Summer term

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or one (1) week after the Spring term for faculty members teaching that term. This schedule may be adjusted by the appropriate director after consultation with the faculty member. Faculty on year-round contracts will be guaranteed a six (6) consecutive week vacation and will report one (1) week prior to opening of classes in the Fall semester.

14-4 Year-round contracts may be adjusted to academic year contracts by mutual consent for the benefit of the College and faculty member.

14-5 Counselors, Librarians and Instructional Development Specialists shall receive comparable holidays, equal to full-time teaching faculty on year-round contracts, which do not disrupt necessary activities as determined by area directors.

ARTICLE XV

WORK LOAD

15-1 TEACHING FACULTY

15-1.1 Academic Year: Every effort will be made to maintain the workload of each full-time instructor at three hundred ninety (390) student semester hours (26) student limit X fifteen (15) semester hours, per week per semester. The workload of each full-time faculty member will not exceed twenty-five (25), sixty (60) minute contact hours per two (2) week cycle per semester.

15-1.2 Those faculty who teach "0" level courses will be expected to devote an appropriate amount of time to testing, advisement, consultation, and course development with respect to the aforementioned courses. Up to three (3) office hours may be used for this purpose. (See Attachments a,b,c).

15-1.3 Beginning in the Fall Semester of 1972-1973, those faculty who teach two or more "0" level courses in an academic year semester will devote three (3) of the fifteen (15) semester hours to testing, advisement, consultation, and course development with respect to the aforementioned "0" level courses. Such assignments shall be made by the department chairman. (See Attachments a,b,c).

15-2 Spring-Summer Terms: The full-time teaching workload for the Spring or Summer terms shall be two (2), three (3) credit courses or the equivalent.

LIBRARIANS, COUNSELORS, INSTRUCTIONAL DEVELOPMENT SPECIALISTS

15-3 The normal work week for those members of the negotiating unit employed in the above named classifications will be thirty-five (35) hours per week over a five (5) consecutive day period.

15-4 The normal work day for the above named individual will be eight (8) consecutive hours, including a meal period of sixty (60) minutes.

15-5 The above named individuals shall receive vacation periods equal to full-time teaching faculty on year-round contracts,

such vacation periods to be scheduled so as not to disrupt essential services. Schedules for vacation shall be made by the Area Head in consultation with the member of the unit.

15-6 Hours in excess of the designated thirty-five (35) hour week shall not be required. However, nothing contained herein shall preclude the right of the above named members of the negotiating unit to perform their professional duties under unusual circumstances at their discretion in excess of thirty-five (35) hours per week as detailed above without additional compensation.

ARTICLE XVI

HOURS

COLLEGE WORKING DAY

16-1 The assignment of a teaching member of the unit shall span no more than eight (8) hours from the beginning of the first class to the end of the last class in the same day.

16-2 There shall be at least thirteen (13) hours between the end of the last class of the day schedule and the beginning of the first class of the next day.

16-3 There shall be at least eleven (11) hours between the end of an evening class taught as a part of the regular schedule and the beginning of the first class of the next day.

16-4 Such time limits may be modified with the permission of the individual instructor.

16-5 The provisions of this section shall not apply to any individual who chooses to teach an overload section.

16-6 A laboratory hour shall be equal to a contact hour (1.1).

ARTICLE XVII

EVENING AND SATURDAY WORK LOAD

17-1 EVENING CLASS REQUIREMENT

Evening classes may be required as part of a faculty member's regular load up to three (3) semester hours during any one (1) of two (2) semesters, but the institution will make every effort to avoid such assignments. However, full-time faculty members desiring evening classes as a part of their regular workload will be given first priority for such assignments.

17-2 SATURDAY CLASSES

Saturday classes will only be assigned as overload and not part of the regular load.

ARTICLE XVIII

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CLASS SIZE

18-1 Mass Lecture Discussion, Laboratory, Composition and Remedial Classes

18-1.1 Every effort will be made to maintain the following student/faculty ratios:

18-1.1a 26 to 1 in discussion sections

18-1.1b 20 to 1 in composition courses

18-1.1c 16 to 1 in remedial sections

18-1.2 Should an instructor in either the composition or remedial class have assistance, such as an Instructional Assistant, Teaching Intern, et al, the above shall not apply. However, the new class limits shall not exceed thirty (30) students in composition courses and twenty-four (24) students in remedial courses.

18-1.3 In the 1971-72 school year the reduction in class limits in composition and remedial courses will be provided through changes in scheduling wherever possible. However, the overall student/teacher ratio shall be maintained at 26 to 1. Every effort will be made in the 1972-73 school year to establish a ratio of twenty-six (26) to 1 as the maximum real limit for class size of discussion groups.

18-1.4 The number of students in a laboratory section shall not exceed the number of installations in the assigned room.

18-1.5 The number of discussion groups which shall constitute a mass lecture shall be determined by the academic area of instruction.

ARTICLE XIX

COURSE PREPARATION

19-1 Course Preparation and Subject Matter Assignments

The number of course preparations shall be determined by members of the academic area in consultation with the division head. Two preparations shall be considered the ideal in making preparations and determinations.

ARTICLE XX

SCHEDULE DISTRIBUTION

20-1 Every effort will be made to give each full-time instructor his schedule for the Fall and Winter semesters no later than 20 days before those terms begin.

ARTICLE XXI

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OFFICE HOURS

21-1 Consultation and Appointment Procedures

21-1.1 All full-time faculty members shall maintain at least five (5) hours per week for consultation with students and will reserve three (3) additional hours for appointments. The aforementioned five (5) hours shall be on a minimum of three (3) separate days in the work week. The five (5) hours of consultation may be replaced by three (3) hours of individualized instruction. Such tutoring hours shall be determined by mutual agreement between the faculty member and the division director. All such hours shall be in addition to the faculty member's regularly assigned classes. All office hours being maintained shall be listed on the outside of the instructor's door.

21-1.2 Students shall make consultation appointments, where possible, with the faculty members.

ARTICLE XXII

ATTENDANCE AT COLLEGE MEETINGS

22-1 Attendance at General and Divisional Meetings and College Functions

22-1.1 The President or Administrative Vice-President may call General Faculty Meetings at his discretion. The President also reserves the right to call meetings to deal with an emergency. The notice of such meetings shall indicate that an emergency exists. Attendance by faculty at all such general and emergency meetings is expected.

22-1.2 Attendance at divisional, departmental and area meetings is expected.

22-1.3 Unless specifically covered elsewhere in this Agreement, attendance by all members of the negotiating unit at College-sponsored functions and activities, although encouraged, shall be voluntary. The Association and its members recognize the importance of said functions and will make every effort to attend.

ARTICLE XXIII

FACILITIES AND PARKING

23-1 FACILITIES: The Board shall make every effort to provide adequate instructional and office facilities. The Board shall make every effort to have available in each building used for office or instruction, adequate restroom and lavatory

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facilities. In addition, the Board shall make available to the members of the negotiating unit a lounge which shall be furnished by the Board. 18(2)

23-2 PARKING: Parking, as currently provided, will be continued at no cost to the members of the negotiating unit. The Board may require parking decals for each car but shall furnish same at no cost to the members of the negotiating unit.

ARTICLE XXIV

COLLEGE BOOK STORE

24-1 Members of the negotiating unit are entitled to a ten percent discount on all hardbound and paperback books purchased at the College bookstore. A twenty percent discount will be allowed on any purchase of supplies and merchandise in excess of fifty cents. Discounts do not apply to items on sale.

ARTICLE XXV

SAFETY, MEDICAL SERVICE AND EXAMINATIONS

25-1 Individuals shall not be required to work under conditions defined by state or local ordinances as unsafe.

25-2 The College will endeavor to provide nursing and other medical services as follows:

25-2.1 A nurse will serve Monday through Friday, 9:00 A.M. - 4:30 P.M.

25-2.2 A medical technician will serve Monday through Thursday, 4:00 P.M. - 10:00 P.M., and Saturday, 8:30 A.M. to 5:30 P.M.

25-2.3 A doctor will serve for two (2) hours per day Monday through Friday.

25-2.4 Ambulance service as is available through the municipality shall be sought through the Health Service when time allows.

25-3 All work-related accidents will be reported to the Health Service as soon as possible.

25-4 A complete medical examination shall be required of all new employees who will be members of the unit. Yearly medical examinations as prescribed by state law shall be required of all members of the unit without cost to them.

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25-5 Fire extinguishers (properly maintained) shall be placed in those areas deemed appropriate by city fire officials.

ARTICLE XXVI

FILLING PROFESSIONAL VACANCIES

26-1 NOTICE: Every effort will be made to give notice of any professional position vacancy, administrative or faculty, to the members of the faculty, 21 calendar days prior to its being filled. Such notice shall include a job description where applicable, remuneration offered and a statement of required qualifications.

26-2 RECOMMENDATIONS: Whenever a vacancy exists in one of the following administrative positions (President, Dean of Academic Affairs, Dean of Instructional Resources, Dean of Student Affairs), a selection committee created by the Board of Trustees shall be constituted to recommend candidates for the vacancy. The committee will be prepared to process applications within three (3) months of the date of existence of the vacancy. Representatives of the faculty designated by the Faculty Association will constitute equal representation with any other group on such committee.

26-2.1 It will be incumbent upon the selection committee to recommend simultaneously a minimum of two (2) individuals through the following procedures:

26-2.1a to the Board of Trustees for the choice of a President.

26-2.1b to the President for the choice of the Dean of Academic Affairs, Dean of Instructional Resources and Dean of Student Affairs.

26-2.1c In the event that the recommended candidates are rejected by (a) the Board of Trustees or (b) the President, the selection committee shall submit the names of a minimum of two (2) additional candidates for the vacancy. Such process shall continue until (a) the Board appoints or (b) the President accepts and the Board appoints an individual to the vacancy. The Board will allow a reasonable time limit for the selection committee to complete its work.

26-3 To fill a vacancy in the position of academic Division Director, the Dean of Academic Affairs will place his choice before the faculty in the Division for consideration before forwarding his recommendation to the President. If no candidate is found acceptable to the faculty within three (3) months after the vacancy occurs, the Dean shall appoint an acting Division Director who will serve in this capacity for no longer than one year.

26-4 DISPUTES: Any and all disputes with respect to Article XXVI shall not be subject to the grievance and arbitration provision of this Agreement.

ARTICLE XXVII

ADMINISTRATIVE DUTIES: FACULTY

27-1 Any faculty member who assumes administrative duties and subsequently returns to the teaching faculty status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption.

ARTICLE XXVIII

ORIENTATION: ASSOCIATION'S ROLE

28-1 The Board shall be responsible for providing institutional orientation of all new members of the negotiating unit.

28-2 The Association may discuss this Agreement with new members of the negotiating unit during those times, as set forth in this Agreement, for the conduct of Association business. The Association recognizes its responsibility to inform all members of the unit of their right not only to join, but to refrain from membership in the association.

28-3 The Board will provide time during the institutional orientation period during which the Association will inform new members of the unit concerning the nature of the contract.

ARTICLE XXIX

CURRICULUM DEVELOPMENT

29-1 **NEW CURRICULA:** New curricula, programs, and courses or changes in existing curricula, programs, or courses shall emanate from the academic divisions through divisional curriculum committees. All proposals from the academic divisions shall be forwarded to a college-wide curriculum committee which shall review said proposals in terms of the institution's ability to implement them. This will not in any way preclude the college-wide curriculum committee from developing new curricula. All college-wide curriculum committee initiated curriculum will be made available to divisions for recommendations. These recommendations must be submitted to the College-Wide Curriculum Committee within thirty (30) days of its availability to the division. Final determination shall be made by the College-Wide Curriculum Committee after consideration of all recommendations and subject to Board approval.

29-2 **REJECTION:** In the event that a proposal is rejected by the college-wide curriculum committee, it shall be returned to the divisional curriculum committee with explanation. The divisional curriculum committee may resubmit the proposal with

with modifications to the college-wide committee for its approval.

29-3 MEMBERSHIP: The college-wide curriculum committee will include three (3) faculty members.

ARTICLE XXX

FIELD TRIPS

30-1 A field trip shall be defined as any educational activity which requires students and/or faculty to leave the campus. Such trips will require the approval of the appropriate director.

30-2 The College will determine and shall supply the mode of transportation for all such trips.

30-3 The College shall provide travel-accident liability insurance up to \$50,000 per individual and \$200,000 per catastrophe whenever the faculty member is required to drive on College business.

30-3.1 This insurance will be subject to any restrictions and disclaimers of the insurance company. The College will notify the faculty of any known restrictions, etc.

ARTICLE XXXI

PAID LEAVES OF ABSENCE

31-1 SICK LEAVE: At the beginning of each school year each member of the negotiating unit shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the instructor. Payment under this provision shall be made providing that his supervisor or another designated individual is notified of the absence at the earliest possible moment. The unused portion of such allowance shall accumulate indefinitely. In cases of illness extending beyond three (3) working days, certification by a qualified physician shall be required indicating fitness to return. The statement of fitness to return must be communicated to the college physician.

31-2 SICK LEAVE BANK: The College shall contribute 2½ days of sick leave allowance per member of the unit at the beginning of each year to a common bank to be administered jointly by the Board of Trustees, through the President or his designee, and the Faculty Association, through the Chairman or his designee. Instructors who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the administrators of the bank, from the common bank, provided that there are sufficient days available in the bank. In the event that the number of days in the bank is seriously depleted, the Board of Trustees, through the President or his designee, and the Faculty Association, through the Chairman or his designee

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will review the situation and take appropriate action to protect members of the unit against financial hardships as a result of extended illness.

31-2.1 Withdrawal from the sick bank shall be made through the Chairman of the Faculty Association.

31-3 BEREAVEMENT: Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father, mother, parents-in-law, siblings, siblings-in-law, wife, husband, children, step-children, or grandchildren or other members of household. The three (3) working day period shall be consecutive starting with the first day of absence.

31-4 PERSONEL LEAVE: Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made provided a minimum of one week notice shall be given of the intention to take a personal day except in emergency situations. This notice shall be given to the supervisor involved or his designee. The instructor shall make the sole determination of the use of personal leave days. Except in emergency situations, it shall be the responsibility of the instructor to find a substitute to replace him in class. In emergency situations he shall give notification as soon as possible to the Division Director or his designee.

31-5 LEGAL LEAVE: A member of the negotiating unit called for jury duty or subpoenaed as a witness and who must serve, will be granted leave to fulfill such duty. The College will pay his normal salary providing a record is submitted of time served and pay received, and the member of the negotiating unit remits any payment received for his services as juror, to the College.

31-6 In no case shall leave be deducted from vacation days or holidays except by request of the faculty member.

31-7 SABBATICAL LEAVE: The Board may grant sabbatical leaves of absence for full-time faculty members in accordance with the following specific provisions:

31-7.1 Members of the unit shall not be eligible for sabbatical leave until after seven (7) years of continuous service at Essex County College.

31-7.2 The number of sabbatical leaves during the term of this contract shall be limited to 5% of the unit each year, and length of service at Essex County College shall be considered by the Board in the granting of such leave.

31-7.3 Applications for sabbatical leave will be considered only if made for the purpose of full-time study and/or research. Travel related to full-time study and/or research is acceptable.

31-7.4 Such application shall also state that the applicant will continue to serve Essex County College for at least two (2) years after expiration of his leave unless this provision is expressly waived by the Board.

31-7.5 The application shall be submitted to the appropriate Division Director, and, if approved, to the Dean of Academic Affairs. If approved by the Dean of Academic Affairs, the application shall be submitted to the President for submission to the Board for final action.

31-7.6 Application for sabbatical leave shall be filed with the appropriate Division Director not later than April 1 previous to the year in which the leave is requested.

31-7.7 The granting of sabbatical leave shall not be in any sense automatic, but the Board will consider the advantage to the applicant as a scholar and teacher to be expected from such leave, and the consequent advantage through his service to the College. When granting sabbatical leave, the following items shall be considered:

31-7.7a The extent of the applicant's previous study, growth, contributions and successful service during the seven (7) years.

31-7.7b The length of service at Essex County College.

31-7.7c Availability of substitute staff and the needs of the College.

31-7.7d The order in which applications are received by postmark.

31-7.8 The sabbatical leave shall be for a period not to exceed one (1) semester or sixteen (16) consecutive weeks, at full pay, or two (2) semesters or thirty-two (32) consecutive weeks at one-half ($\frac{1}{2}$) pay.

31-7.9 The Board agrees to request the appropriate retirement system to credit the period of the sabbatical leave as service for retirement purposes. The period of sabbatical leave shall be credited for increment purposes.

31-7.10 The full-time faculty member upon returning from sabbatical leave shall submit such reports as may be requested by his Division Director, the Dean of Academic Affairs, or the Board.

31-7.11 The decision with respect to the granting or refusal to grant sabbatical leave shall be a matter wholly within the discretion of the Board and/or its duly designated agents, and such decision shall not be subject to the grievance and arbitration procedures of this contract, except where the procedures stated in this article are violated.

31-8 RESERVE TRAINING LEAVE: If a member of the negotiating unit is called for reserve training as a member of any U.S. armed forces or national guard reserve unit, he shall be granted up to twelve (12) working days time off to fulfill this duty. If possible, notice should be given at least one semester in advance so that suitable arrangements can be made for his absence, such notice to be given to the Dean of Academic Affairs and his Division Director. This leave is in addition to earned vacation, and the College will pay the difference between what is received for reserve training and normal pay for the period served.

31-9 PROFESSIONAL MEETINGS AND CONVENTIONS: All members of the negotiating unit shall be eligible for up to five (5) days leave with pay to attend professional meetings and/or conventions provided that at least two (2) weeks notice is given to, and approval given by, the appropriate Division Director, and the instructor finds a substitute to replace him in class.

31-10 RETENTION OF FACULTY BENEFITS: Any instructor on a paid leave of absence, including sabbatical, shall retain all insurance and pension benefits without exception during the period of said leave.

31-11 CLASS COVERAGE RESPONSIBILITY: When a faculty member is absent from class for any reason he shall make every effort to find a substitute.

ARTICLE XXXII

UNPAID LEAVES OF ABSENCE

32-1 ADVANCED STUDY: After one full year of service, a leave of absence without pay of up to two (2) years may be granted to any member of the negotiating unit upon application for the purpose of advanced study providing that said member agrees to return to the College for at least two years. The Board may extend such leave beyond the two (2) year limit. Any faculty member who returns to teaching faculty status shall resume all rights and privileges that he would have had if he had continued in the faculty status without interruption and shall be placed on the step on the salary guide that he would have been on had he continued in faculty status without interruption. Where the doctor's degree results from such a leave, the individual's position on the salary schedule may be negotiated. All fringe benefits shall cease during such leave except where statute law mandates continuance.

32-2 EXCHANGE TEACHING: A leave of absence up to two (2) years may be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities. The Board may extend such leave beyond the two (2) year period. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he taught in the College during such period. Arrangements for the continuation of fringe benefits shall be made at the time of the "exchange".

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32-3 **MILITARY LEAVE:** A member of the negotiating unit will be given military leave without pay if he enlists, is drafted or ordered to active duty in the United States Armed Forces. All fringe benefits shall cease during such leave except where statute law mandates continuance. If he desires to return to Essex County College, he must give at least sixty (60) days notice, prior to the expiration of his military leave, of his intention to return to work. This notice must be in writing and sent to the Dean of Academic Affairs and to his Division Director. All provisions of State and Federal Law dealing with military training in the Armed Forces of the United States will apply.

32-4 **SERVICE IN PROFESSIONAL ORGANIZATIONS:** A leave of absence of up to two (2) years may be granted to any member of the negotiating unit upon application for the purpose of serving as an officer in any professional association or on its staff provided that said member agrees to return to the College for at least two years. All fringe benefits shall cease during such leaves, except where statute law mandates continuance. Upon return from such leave the member of the negotiating unit shall be placed on the same step on the salary schedule that he occupied at the time the leave began. However, in exceptional cases the Board may at its discretion renegotiate the individual's position on the salary schedule.

32-5 **MEMBERSHIP IN PROFESSIONAL ASSOCIATIONS:** Membership in professional associations by members of the negotiating unit shall be paid for by the College provided that the total fees for such memberships do not exceed \$15.00 and that approval for such payment is given by the member's Division Director.

32-6 **SERVICE IN PUBLIC OFFICE:** A faculty member who is elected or appointed to a public office which requires his absence from duty with the College for an extended period of time may be granted a political leave of absence for a period equal to the first term in office. Upon his return he shall be placed at the same step on the salary schedule that he occupied at the time the leave began. All fringe benefits shall cease during such leave except where state law mandates continuance. A leave of absence for one semester without pay may be granted to any member of the negotiating unit, upon application, for the purpose of running for public office. All fringe benefits shall cease during such leave except where statute law mandates continuance.

32-7 **MATERNITY LEAVE:** Maternity leave without pay will be granted for a period of up to one year. The leave should commence at least three (3) months prior to the expected date of childbirth and extend for a period of at least three (3) months after delivery. All fringe benefits shall cease except where statute law mandates continuance.

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32-7.1 The faculty member will have the option of returning at the beginning of a new semester providing that a replacement can be found for the period of time she will be on leave. Counsellors and librarians may return at any time providing that a replacement can be found for the period of time she will be on leave. If no qualified replacement can be found to serve for a fraction of the year, the faculty member may be required to take a full-year leave.

32-7.2 If the faculty member returns within six (6) months, she will be placed on the step she would have received had she not taken a leave and she will receive her new step.

32-7.3 If more than a twelve-month leave is needed, a request for an extension will be considered. Prior to return from maternity leave, the College reserves the right to require a doctors certificate as proof of ability to perform assigned duties.

32-8 CONTINUATION OF BENEFITS DURING UNPAID LEAVES:
All statutory provisions concerning continued participation in the benefit programs provided by the Teacher's Pension and Annuity Fund (TPAF), Public Employees Retirement System (PERS), or TIAA-CREF during unpaid leaves of absence as defined in this article shall be applicable.

32-9 EMERGENCY LEAVE: Emergency leave without pay may be granted on the merits of the individual case for a period not to exceed two (2) years.

ARTICLE XXXIII

TUITION REMISSION

33-1 For a member of the unit, his spouse, or unmarried child who is accepted at Essex County College for enrollment in the academic program, the College shall grant full tuition remission.

33-2 For members of the negotiating unit, who are accepted at another accredited institution of higher education, Essex County College shall grant tuition reimbursement up to a maximum of eighteen (18) credit hours for the year up to the state college rate or one-half ($\frac{1}{2}$) whichever is greater.

33-3 In order to obtain reimbursement, the members of the negotiating unit must submit an official transcript indicating course successfully completed, and a receipt of payment for the course. The following deadlines will be adhered to as regards requests for reimbursement:

For courses taken in the Fall Semester, March 15, 1972 & 1973 respectively.
For courses taken in the Winter Semester, May 15, 1972 & 1973 respectively.
For courses taken in the Spring Semester, July 15, 1972 & 1973 respectively.
For courses taken in the Summer Semester, October 15, 1972 & 1973 respectively

ARTICLE XXXIV

PROFESSIONAL IMPROVEMENT

34-1 Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education and/or to facilitate course preparation.

ARTICLE XXXV

INSURANCE AND PENSION PROGRAM

35-1 GROUP LIFE INSURANCE, PENSION AND HEALTH BENEFITS: All members of the unit shall receive group life insurance, pension benefits, health insurance (Blue Cross, with Rider J, Blue Shield, Major Medical, Dental Coverage), and all other benefits as provided under the laws of the State of New Jersey. The Board shall continue to pay for such coverage either fully or partially as the law provides.

35-2 A dental plan will be provided to all members of the unit. This plan will have a \$50 deductible provision, 80% co-insurance with maximum benefit of \$1,000.00, per year per member. There will be no orthodontics or periodontics coverage under this plan.

GROUP HEALTH BENEFITS: The Board shall maintain its policy of providing without cost to the member of the negotiating unit full family coverage in the Hospital Service Plan of New Jersey (Blue Cross), including Rider J, the Medical-Surgical Plan of New Jersey (Blue Shield), Major Medical, and Dental Coverage.

35-3 LONG TERM DISABILITY: For those members of the negotiating unit currently enrolled in TPAF program, the Board of Trustees agrees that it will provide long-term disability coverage to an insurance carrier equal to that provided under TIAA until the participant in TPAF is eligible for the long-term disability benefits provided for under the TPAF program. Said program will be implemented within four (4) months of January 1, 1972, provided that said program is not contrary to State law. In addition, the Treasurer of the Faculty Association will be consulted in regard to implementation of this program. Under the provisions of the master policy covering 31.2 the date at which benefits are granted by the carrier is to be the date of termination of sick bank benefits.

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ARTICLE XXXVI

RETIREMENT

36-1 The normal retirement age shall be 65; however, faculty members may continue to teach on a year-to-year basis by mutual agreement between the Board and the individual involved until age 70.

ARTICLE XXXVII

DEPARTMENT CHAIRMEN

All Provisions concerning department chairmen will be clarified later subject to unit clarifications by the Public Employees Relations Commission.

ARTICLE XXXVIII

CONTRACTS, DISMISSALS AND EVALUATIONS

38-1 CONTRACTS

38-1.1 Annual contracts shall be issued by March 15, 1972-73.

38-1.2 Said contracts are to be signed and returned to the Board of Trustees by April 15, 1972 and April 15, 1973 respectively.

38-1.3 The granting of tenure shall be consistent with the laws of the State of New Jersey.

38-1.4 Each tenured member of the unit shall receive an individual contract of continuing employment.

38-1.5 Contracts may be terminated at any time by mutual agreement between the member concerned and the Board.

38-1.6 Notice of non-renewal will be issued by March 15, 1972, and March 15, 1973 respectively, for those in their first year of employment, and January 15, 1972 and January 15, 1973 respectively, for those in subsequent years of employment.

TENURED FACULTY NON-RETENTION

The following discharge procedure is hereby established for all tenured members of the unit:

38-2 A complete specification of charges against a member of the unit shall be made in written form. The member's department, in consultation with the Division Director, has the responsibility for making a determination of non-retention. The Division Director, at his discretion, may initiate such action in concert with a department.

38-2.2 The statement of specification shall be presented to the following:

38-2.2a Member of the unit

38-2.2b Dean of Academic Affairs

38-2.2c President

38-2.2d Secretary of the Board of Trustees

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38-2.2e It is agreed that due process must be afforded to the individual under review at all institutional levels.

38-2.3 The Board of Trustees, if it decides to proceed upon such specifications, shall notify the member of the unit involved.

38-2.4 Upon the request of the individual, the Board of Trustees shall provide a hearing to be held within thirty (30) days after the member of the unit has received written notification of the Board's intent.

38-2.5 The Board of Trustees, after it has decided to proceed upon such charges, may suspend the member of the unit in question from active performance of duties until a decision is rendered by the Board of Trustees, provided full salary and faculty benefits shall continue to be paid.

38-2.6 The conduct of hearings with the Board of Trustees shall be carried out with all parties concerned, in executive session if requested by the individual. The usual legal requirements apply to all parties involved including the right to legal counsel and legal representation, the right of facing the individual originating the charges, the right of cross-examination.

38-2.7 The Board shall render its decision no later than sixty (60) days from the date of its initial hearing.

38-2.8 Should the decision rendered by the Board of Trustees be for termination of the services of the member of the unit, the final resolution may be submitted to binding arbitration, as outlined in the Grievance Procedure, at the discretion of the Association Grievance Committee and the member of the unit involved.

38-2.9 The discharge procedure as defined above shall apply in all cases, except that it shall not be interpreted in such a way as to modify or reduce the guaranteed protections available under statutory tenure provisions.

ARTICLE XXXIX
EVALUATION OF FACULTY FOR RETENTION, NON-RETENTION,
TENURE AND PROMOTION

Evaluations of faculty shall be used for the purpose of improving instruction and to aid in determining whether a faculty member shall be promoted or retained. Effective teaching should be the most important element but other factors, such as professional development, additional contributions to the College, to the community, and to professional organizations, should be considered.

Faculty evaluation is a continuous process, and determinations as to retention, tenure, and promotion will consider the faculty member's performance for his entire length of service at the institution. This would suggest that reference be made to all previous evaluations and to growth exhibited by the faculty member since his employment at the College.

39-1 Evaluation of Non-Tenured Faculty:

A comprehensive evaluation each semester shall be conducted within each department, coordinated by the Department Chairman. Such evaluation will be comprised of four elements:

39-1.1 Chairman's Evaluation

The Chairman's comprehensive evaluation shall be presented on Form A Appendix. The Faculty Association Senate, the Department Chairman and the faculty in the Department may add to the criteria stated on the form.

The Chairman's evaluation will be submitted prior to December 5 and April 30 for non-tenured faculty.

The Chairman will recommend the faculty member's retention (non-retention), tenure, and promotion and forward the recommendation to the Division Director and the Divisional Evaluation Committee.

39-1.2 Peer Evaluation

A peer is defined as another faculty member (if possible one who has at least two years experience and who has taught the same or similar course before in this institution) chosen by the faculty member being evaluated. The peer evaluation will take place prior to November 15 and March 15 for non-tenured faculty. A copy of the observation/evaluation form (Form B) constitutes an attachment of this Agreement. A copy of the peer evaluation will be forwarded to the Department Chairman.

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39-1.3 Student Evaluation

Each faculty member will be evaluated by students each semester in all sections of every course he teaches prior to November 30 and March 31. As soon as possible an evaluation form which has been agreed to by the Student Government and the Faculty Association Senate in consultation with the Academic Dean will be developed. The faculty member shall be responsible for summarizing the results of the student evaluations and forwarding this summary to his Department Chairman. It is the responsibility of the faculty member to retain the original student evaluations on file in his office.

39-1.4 Self-Evaluation

Each faculty member will prepare a self-evaluation prior to November 15 and March 15. A copy of Form C, the self-evaluation form, constitutes an attachment of this Agreement. The self-evaluation will be forwarded to the Department Chairman.

39-1.5 Faculty Improvement

Each faculty member will receive copies of all evaluations given. The comprehensive evaluation and teaching observations should provide the faculty member with information which he can use to plan for his own improvement. Teaching observations must be based on observable instructional acts. Where deficiencies are found, there will be suggestions for improvement on all evaluation forms. Follow-up observations must be arranged for the purpose of noting improvement.

39-1.6 Divisional Evaluation Committee

For non-tenured faculty members, the Department Chairman, peer, student, and self-evaluation will be forwarded to a Divisional Evaluation Committee consisting of one tenured teaching faculty member from each department within the Division, and including the faculty member's Department Chairman or Assistant. Any additional observations made will also be forwarded to the Divisional Evaluation Committee. The Division Director or his designee shall serve as non-voting Chairman of the Divisional Evaluation Committee.

The responsibilities of this Committee shall be:

1. To check for glaring inadequacies and recommend remedies.
2. To prepare a comprehensive summary and recommendation based on the input provided by four elements involved in the process (Chairman, Peer, Student, Self-Evaluation).
3. To recommend the faculty member for retention (non-retention), tenure, promotion and forward this recommendation to the Division Director.

Two independent recommendations for retention (non-retention), tenure, and promotion, will be forwarded to the Division Director: The Department Chairman's recommendation submitted on the comprehensive evaluation form and the recommendation from the Divisional Evaluation Committee submitted on the Divisional Evaluation Committee comprehensive form. (Form D).

In regard to retention, if the Division Director or higher-level administrator does not accept the findings of the Department Chairman and/or the Divisional Evaluation Committee, the administrator shall communicate his position to the faculty, the Department Chairman and the Divisional Evaluation Committee.

At his discretion, the Division Director may make independent teaching observations and evaluations and request meetings with any faculty member in his Division.

39-2 Evaluation of Tenured Faculty:

Each year a comprehensive evaluation of tenured faculty members shall be conducted within each Department, coordinated by the Department Chairman. Evaluation of tenured faculty shall be comprised of the same four elements described above (Chairman's Evaluation, Peer Evaluation, Student Evaluations, Self-Evaluation). The comprehensive evaluation of tenured faculty members should be completed by February 15 each year.

Peer, Student, and Self-Evaluations of tenured faculty members will be forwarded to the Department Chairman, who is responsible for preparing a comprehensive summary and recommendation. The Divisional Evaluation Committee will not consider the evaluations of a tenured faculty member unless the faculty member has applied for promotion.

39-3

Deadlines for Recommendations on Retention (Non-retention),
Tenure and Promotions

Department Chairmen will submit renewal (non-renewal) and tenure recommendations for second and third year faculty by December 5 each year. Chairmen will submit renewal (non-renewal) recommendations for first year faculty by March 1 each year.

The Divisional Evaluation Committee will submit renewal (non-renewal) and tenure recommendations for second and third year faculty by December 19 each year. This Committee will submit renewal (non-renewal) recommendations for first year faculty by March 15 each year.

Recommendations on promotions will be submitted by the Department Chairman by April 30 each year. The Divisional Evaluation Committee will make its recommendations on promotions by March 15 each year.

ARTICLE XL

Promotion Procedure

40-1

Applications for promotion may be submitted by a member of the unit on or before November 15 each year.

40-2

The requirements for academic rank (Experience and Length of Service, Educational Preparation) contained in Article shall be minimal requirements for promotion.

40-3

In addition to these minimal conditions in the paragraph above, consideration will be given to performance as a member of the faculty, work or services performed for the institution beyond assigned duties, professional status, growth and development, and in community service.

40-4

The Divisional Evaluation Committee shall review credentials and make recommendations for promotion.

-5-

40-5 The full list of those being recommended for promotion shall be passed by the Committee to the Division Director on or before March 15, 1971. The Division Director may append comments concerning the individuals on the list, and he then shall pass the list to the Dean of Academic Affairs on or before March 31, 1971.

40-6 The Dean will add his comments and submit the list to the President.

40-7 The President will review the recommendations and submit a list to the Board. Any member of the unit applying for promotion who is not on the list which is submitted to the Board must be notified of that fact.

40-8 A member of the unit who is not recommended will be granted a hearing, if he so requests, by a College-Wide Promotions Review Committee consisting of the Dean of Academic Affairs, acting as non-voting Chairman, the Division Director, and one member from each area represented by the association (five academic divisions, counseling, instructional resources).

40-9 If at least three-fourths of the Committee votes to recommend for promotion, the member of the unit's name and a summary of the Committee's findings will be forwarded to the Board.

* Any evaluation form contained herein may be changed by mutual consent of the Faculty Association and the Dean of Academic Affairs.

ESSEX COUNTY COLLEGE

FORM A

CHAIRMAN'S FACULTY EVALUATION FORM

FACULTY MEMBER NAME:

(Last) (First) (Middle)

Present Classification:

(Rank) (Step)

(Academic Year) (Semester or Term)

Chairman's Signature

Date

ESSEX COUNTY COLLEGE

CHAIRMAN'S FACULTY EVALUATION FORM

A. Performance Report as a Member of the Teaching Faculty:

1. With Respect to Subject Matter:

(a) Knowledge of Subject or Specialization _____

_____ High A B C D E - Low

(b) Interest in Subject: _____

_____ High A B C D E - Low

(c) Breadth and Perspective: Ability to Relate Subject Matter to Broader Areas _____

_____ High A B C D E - Low

2. With Respect to Techniques:

(a) Clear and intelligent presentation of subject matter:

_____ High A B C D E - Low

(b) Illumination of subject matter through concrete illustrations, pertinent subsidiary information, applications to practical situations, etc. _____

_____ High A B C D E - Low

(c) Stimulation of lively, well-directed discussions: _____

_____ High A B C D E - Low

Approved Board of Trustees

(d) Arousal of student interest in subject matter and stimulation to independent thought and effort: _____

High A B C D E - Low

(e) Organization of, and preparation for, each activity: _____

High A B C D E - Low

(f) Rapport with students: _____

High A B C D E - Low

(g) Adjustment of techniques and subject matter to the range of abilities of students: _____

High A B C D E - Low

(h) Development of student ability to appreciate and engage in critical thinking: _____

High A B C D E - Low

(i) Breadth and diversity of interests, plus activities and interests which enable a teacher to develop wider sympathy for more effective communication, and deeper understanding of his students: _____

High A B C D E - Low

(j) Ability to relate discipline to the overall educational objectives of the college: _____

High A B C D E - Low

(k) Willingness to investigate new methods and approaches to instruction _____

High A B C D E - Low

(l) Attendance, tardiness and other miscellaneous items: _____

High A B C D E - Low

Additional Comments: _____

B. Performance Report of Non-Teaching Activities:

1. Work on faculty and other college committees:

| Committee Title | Faculty Role | Time of Service | | Performance |
|-----------------|--------------|-----------------|----|-------------|
| | | From | To | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

Comments: _____

2. Extra-Curricular work with students:

| Activity | Faculty Role | Time of Service | | Performance |
|----------|--------------|-----------------|----|-------------|
| | | From | To | |

| | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |

Comments: _____

3. Contributions of curriculum development (description): _____

4. Effective and willing assumption of responsibility in divisional and/or departmental matters _____

5. Interest in individual students, as evidenced by personal conferences and informal discussions: _____

6. Implementation of college policies and procedures: _____

Additional Comments: _____

C. Summary of Evaluation Report:

1. Performance as a Member of the Faculty (For details see pages 1 & 2)

Summary: _____

2. Performance of other Non-Teaching Activities (For details see page 3)

Summary: _____

3. Professional Status, Growth, and Development (For details see Faculty Self-Evaluation Form)

Summary: _____

4. Report of Changes in and Development of the Educational Preparation of Faculty (For details see Faculty Self-Evaluation Form)

Summary: _____

5. Report of Community Service (For details see Faculty Self-Evaluation Form)

Summary: _____

6. Student Evaluation Report (For details see Student Evaluation Form)

Summary: _____

7. Peer Evaluation Report (For details see Observation Evaluation Form)

Summary: _____

OBSERVATION EVALUATION FORM

Observation Form

Class observation form as attached.

Observation Procedure

The primary purpose for the observation procedure should be the improvement of instruction and to aid in determining whether a faculty member should be promoted and retained. To serve this end, only those practices, behaviors, and conditions which are observable and influence the act of instruction should become the focal points of the observer's appraisal. The judgments should be based upon the weight of the observed evidence rather than subjective conclusions.

Observations

There will be at least two observations during each year. One of these observations will be made by a member of the teaching faculty who has had experience at Essex County College teaching the course of the faculty member being observed. The second observation will be made by the Department Chairman or a designee of the department chairman who is in the same division.

The faculty member to be observed will be given at least three (3) days notice before his observation is to take place. The observer and the faculty member to be observed will make arrangements regarding the date and hour of the observation.

Selection of Faculty Observers

The Department Chairman will post the names of those faculty members within each discipline (or a closely related discipline) who have taught at Essex County College for one (1) year, if possible. The faculty member would then have the responsibility to select the faculty observer of his choice from the list of the names posted and to make his selection known to the Department Chairman.

Conferences

Within three (3) days after each observation has been made, a conference will be scheduled by the observer with the faculty member observed to discuss the nature of the evaluation and what changes are necessary to improve observed instructional weaknesses, if any.

Observation Data

Only after the conference has been held and the content of the evaluation has been signed by the faculty member observed, as proof that he has read the written evaluation, will it become a part of his permanent record. The faculty member shall have the right to add a written statement to his file regarding the observation.

In no case shall the negative statements in such a record be directly made available to another institution. However, judgments from such a record can be used in responding to references.

At the instructor's option, a third observation will be made by the Division Director or his designee. At the instructor's option, he can also invite another observer to be chosen by him.

INSTRUCTIONS FOR USE OF CLASS OBSERVATION REPORT

Evaluate only those observable manifestations of the instructional act that relate to the areas below:

1. **KNOWLEDGE of SUBJECT MATTER**
2. **PRESENTATION of the SUBJECT MATTER**
3. **INSTRUCTIONAL PLANNING for the CLASS SESSION**
4. **USE OF VARIOUS FORMS OF MEDIA and SUPPLEMENTARY INFORMATION WHERE and WHEN APPROPRIATE**
5. **ADJUSTMENT of TECHNIQUES and SUBJECT MATTER TO PROVIDE for INDIVIDUAL DIFFERENCES**
6. **DEVELOPING STUDENT MOTIVATION**
7. **DISCUSSION - PARTICIPATION, and DIRECTION**
(Where applicable)

Note:

Record any observable information or suggestions that would be personally helpful to the instructor in his quest for excellence in his teaching. This should accompany the evaluation as a basis for constructive criticism and suggestions for the improvement of instruction.

ESSEX COUNTY COLLEGE

C L A S S O B S E R V A T I O N R E P O R T

Faculty Member Observed: _____

Date: _____

Time: _____

Department: _____

Course: _____

Date faculty member was notified of observation _____

General Comments:

Observation by _____
(Signature)

(Faculty member observed)

Date: _____

* To be signed as an indication of having read this sheet.

ESSEX COUNTY COLLEGE

FACULTY SELF-EVALUATION FORM

Changes in/and Development of the Educational Preparation of Faculty Member

Report of Changes in/and Development of Educational Preparation:

1. Additional graduate work in area of specialization:

| Course Title | Credit Hours | College or Univ. | Date Complete |
|--------------|--------------|------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2. Additional degree earned:

| Degree Awarded | Major | College or Univ. | Date Awarded |
|----------------|-------|------------------|--------------|
| | | | |

3. Other changes and/or developments of educational preparation _____

4. Additional Comments and/or Summary _____

ESSEX COUNTY COLLEGE

FACULTY SELF-EVALUATION FORM

Professional Status, Growth and Development

B. Report of Professional Status, Growth and Development

1. Professional Recognition:

Awards _____
 Grants for Research _____
 Consultanships (Prive & Government _____
 Summer Fellowships & Scholarships _____
 Other _____

2. Participation in Workshops, Seminars and Conferences

| Activity | Professional Role | Date | Comments |
|----------|-------------------|------|----------|
| | | | |
| | | | |
| | | | |

3. Pure and applied research activity (description) _____

4. Productivity of professional material including books, arti-
 cles, films, planning and production of instructional media
 materials, composition and performance in applied arts and
 science (description) _____

5. Membership and/or offices in professional organizations
 (list) _____

6. Additional Comments and/or Summary _____

ESSEX COUNTY COLLEGE

FACULTY SELF-EVALUATION FORM

C. Report of Community Service Contributions

1. Contributions made over a period of time to the community which reflect credit on the College:

| Community Activity | Role of Professor | Time of Service | | Performance |
|--------------------|-------------------|-----------------|----|-------------|
| | | From | To | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

2. Other Community Service Activity: _____

Additional Comments and/or Summary: _____

Signature

Date

ESSEX COUNTY COLLEGE

FORM D

DIVISIONAL EVALUATION COMMITTEE FORM

FACULTY MEMBER NAME:

(Last)

(First)

(Middle)

Present Classification:

(Rank)

(Step)

(Academic Year)

(Semester or Term)

Chairman's Signature

Date

ESSEX COUNTY COLLEGE

A. Performance Report as a Member of the Teaching Faculty:

1. With Respect to Subject Matter:

(a) Knowledge of Subject or Specialization _____

_____ High A B C D E - Low

(b) Interest in Subject: _____

_____ High A B C D E - Low

(c) Breadth and Perspective: Ability to Relate Subject Matter to Broader Areas _____

_____ High A B C D E - Low

2. With Respect to Techniques:

(a) Clear and intelligent presentation of subject matter:

_____ High A B C D E - Low

(b) Illumination of subject matter through concrete illustrations, pertinent subsidiary information, applications to practical situations, etc. _____

_____ High A B C D E - Low

(c) Stimulation of lively, well-directed discussions: _____

_____ High A B C D E - Low

(d) Arousal of student interest in subject matter and stimulation to independent thought and effort: _____

High A B C D E - Low

(e) Organization of, and preparation for, each activity: _____

High A B C D E - Low

(f) Rapport with students: _____

High A B C D E - Low

(g) Adjustment of techniques and subject matter to the range of abilities of students: _____

High A B C D E - Low

(h) Development of student ability to appreciate and engage in critical thinking: _____

High A B C D E - Low

(i) Breadth and diversity of interests, plus activities and interests which enable a teacher to develop wider sympathy for more effective communication, and deeper understanding of his students: _____

High A B C D E - Low

(j) Ability to relate discipline to the overall educational objectives of the college: _____

High A B C D E - Low

(k) Willingness to investigate new methods and approaches to instruction _____

High A B C D E - Low

(l) Attendance, tardiness and other miscellaneous items: _____

High A B C D E - Low

Additional Comments: _____

B. Performance Report of Non-Teaching Activities:

1. Work on faculty and other college committees:

| Committee Title | Faculty Role | Time of Service | | Performance |
|-----------------|--------------|-----------------|----|-------------|
| | | From | To | |
| | | | | |
| | | | | |

Comments: _____

2. Extra-Curricular work with students:

| Activity | Faculty Role | Time of Service | | Performance |
|----------|--------------|-----------------|----|-------------|
| | | From | To | |
| | | | | |
| | | | | |

Comments: _____

3. Contributions of curriculum development (description): _____

4. Effective and willing assumption of responsibility in divisional and/or departmental matters _____

5. Interest in individual students, as evidenced by personal conferences and informal discussions: _____

6. Implementation of college policies and procedures: _____

Additional Comments: _____

C. Summary of Evaluation Report:

1. Performance as a Member of the Faculty (For details see pages 1 & 2)
Summary: _____

2. Performance of other Non-Teaching Activities (For details see page 3)
Summary: _____

3. Professional Status, Growth, and Development (For details see Faculty Self-Evaluation Form)
Summary: _____

4. Report of Changes in and Development of the Educational Preparation of Faculty (For details see Faculty Self-Evaluation Form)
Summary: _____

5. Report of Community Service (For details see Faculty Self-Evaluation Form)
Summary: _____

6. Student Evaluation Report (For details see Student Evaluation Form)
Summary: _____

7. Peer Evaluation Report (For details see Observation Evaluation Form)
Summary: _____

Approved Board of Trustees

ARTICLE XLI

PUBLICATION OF AGREEMENT

41-1 The cost of publication of this Agreement will be shared by the two parties in equal amount.

ARTICLE XLII

DURATION OF AGREEMENT

42-1 This Agreement shall be effective as of August 31, 1971 and shall continue in effect until August 30, 1973, and its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a successor Agreement as provided in Article X.

42-2 In witness whereof the Association has caused this Agreement to be signed by its Chairman, Secretary, and Negotiations Co-Chairmen, and Chairman, attested by its Secretary, and its corporate seal to be placed hereon.

Essex County College
Faculty Association

Board of Trustees of Essex
County College

By _____
its Chairman

By _____
Its Chairman

By _____
Its Secretary

By _____
Its Secretary

By _____
Negotiations
Co-Chairman

By _____
Negotiations
Chairman

By _____
Negotiations
Co-Chairman

ARTICLE XLIII

NEGOTIATION OF SUCCESSOR AGREEMENT

43-1 The provisions of this Agreement shall continue in effect until such time as either party shall give written notice to the other before September 15 of the calendar year preceding the calendar year in which this Agreement expires of its desire to modify, amend, or supplement the terms of this Agreement. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association membership.

Approved Board of Trustees

43-2 The Board agrees to endeavor to inform the Association by furnishing the Association with a copy of the minutes of the public Board of Trustees' meetings and all addenda, whenever state or federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year, are received by the College.

43-3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XLIV

SALARIES

44-1 Salaries of all faculty covered by this Agreement are set forth in Appendix A.

44-2 Members of the unit are to be placed on the 1971-1972 and 1972-1973 salary schedule respectively in the following manner:

44-2.1 From: Present step on current 1970-1971 salary schedule.
To: Next higher step on 1971-1972 salary schedule.
(Appendix A)

44-2.2 From: Present step on 1971-1972 salary schedule.
To: Next higher step on 1972-1973 salary schedule.
(Appendix B)

44-3 SEMI-MONTHLY PAY: Members of the unit will be paid on a semi-monthly basis.

44-4 OVERLOAD: Overload shall be paid at the rate of \$285.00 per semester hour.* The institution will endeavor to keep overload to a minimum, and no faculty member should depend on overload assignments on a regular basis.

44-4.1 Full time members of the negotiating unit shall be given first priority in the assignment of overload.

* (Here defined as fifty (50) minutes of instruction per week).

OK - Ref - 10/19/71

APPENDIX A

SALARY SCHEDULE 1971-1972

| STEP | INSTRUCTIONAL ASSISTANT | INSTRUCTOR | ASSISTANT PROFESSOR | ASSOCIATE PROFESSOR | PROFESSOR |
|------|-------------------------|------------|---------------------|---------------------|-----------|
| 1 | 7,560 | 8,640 | 9,780 | 11,400 | 14,700 |
| 2 | 8,165 | 9,334 | 10,564 | 12,312 | 15,875 |
| 3 | 8,554 | 9,852 | 11,147 | 12,960 | 16,588 |
| 4 | 8,943 | 10,370 | 11,730 | 13,608 | 17,301 |
| 5 | 9,332 | 10,888 | 12,313 | 14,256 | 18,014 |
| 6 | 9,721 | 11,406 | 12,896 | 14,904 | 18,727 |
| 7 | | 11,924 | 13,479 | 15,552 | 19,440 |
| 8 | | 12,442 | 14,062 | 16,200 | 20,153 |
| 9 | | 12,960 | 14,645 | 16,848 | 20,866 |
| 10 | | 13,478 | 15,228 | 17,496 | 21,579 |
| 11 | | 13,996 | 15,811 | 18,144 | 22,292 |
| 12 | | 14,514 | 16,394 | 18,792 | 23,005 |
| 13 | | | 16,977 | 19,440 | 23,718 |

Members of the Unit on year-round contract compute salary in following manner:
Academic year salary x 1.20

OK - *[Signature]* - 10/1/71

APPENDIX B

SALARY SCHEDULE 1972-1973

| STEP | INSTRUCTIONAL ASSISTANT | INSTRUCTOR | ASSISTANT PROFESSOR | ASSOCIATE PROFESSOR | PROFESSOR |
|------|-------------------------|------------|---------------------|---------------------|-----------|
| 1 | 7,560 | 8,640 | 9,780 | 11,400 | 14,700 |
| 2 | 8,165 | 9,331 | 10,562 | 12,312 | 15,876 |
| 3 | 8,824 | 10,077 | 11,407 | 13,296 | 17,145 |
| 4 | 9,241 | 10,637 | 12,037 | 13,996 | 17,915 |
| 5 | 9,658 | 11,197 | 12,667 | 14,696 | 18,685 |
| 6 | 10,075 | 11,757 | 13,297 | 15,396 | 19,455 |
| 7 | 10,492 | 12,317 | 13,927 | 16,096 | 20,225 |
| 8 | | 12,877 | 14,557 | 16,796 | 20,995 |
| 9 | | 13,437 | 15,187 | 17,496 | 21,765 |
| 10 | | 13,997 | 15,817 | 18,196 | 22,535 |
| 11 | | 14,557 | 16,447 | 18,896 | 23,305 |
| 12 | | 15,117 | 17,077 | 19,596 | 24,075 |
| 13 | | 15,677 | 17,707 | 20,296 | 24,845 |
| | | | 18,337 | 20,996 | 25,615 |

*Extended Service Maximum

*The extended service maximum is granted after recommendation by the Department Chairman and Academic Dean.

Members of the unit on year-round contract compute salary in following manner:
Academic year Salary x 1.20

Placement on this guide shall be on the basis of Guidelines for Initial Placement on Rank (see Article XII, Paragraphs 12-3 (12-3.1 through 12-3.6)).

APPENDIX C

INITIAL PLACEMENT AND PROMOTION SCHEDULE

1971-1972

| YEARS OF COMPLETED SERVICE | STEP | INSTRUCTOR | STEP | ASSISTANT PROFESSOR | STEP | ASSOCIATE PROFESSOR | STEP | PROFESSOR |
|----------------------------|------|------------|------|---------------------|------|---------------------|------|-----------|
| 0 | | | | | | | | |
| 1 | 1 | 8,640* | 1 | 9,780 | 1 | 11,400 | 1 | 14,700* |
| 2 | 2 | 9,334 | 2 | 10,564* | 2 | 12,312 | 2 | 15,875 |
| 3 | 3 | 9,852 | 3 | 11,147 | 3 | 12,960* | 3 | 16,588 |
| 4 | 4 | 10,370 | 4 | 11,730 | 4 | 13,608 | 4 | 17,301 |
| 5 | 5 | 10,888 | 5 | 12,313 | 5 | 14,256 | 5 | 18,014 |
| 6 | 6 | 11,406 | 6 | 12,896 | 6 | 14,904 | 6 | 18,727 |
| 7 | 7 | 11,924 | 7 | 13,479 | 7 | 15,552 | 7 | 19,440 |
| 8 | 8 | 12,442 | 8 | 14,062 | 8 | 16,200 | 8 | 20,153 |
| 9 | 9 | 12,960 | 9 | 14,645 | 9 | 16,848 | 9 | 20,866 |
| 10 | 10 | 13,478 | 10 | 15,228 | 10 | 17,496 | 10 | 21,579 |
| 11 | 11 | 13,996 | 11 | 15,811 | 11 | 18,144 | 11 | 22,292 |
| 12 | 12 | 14,514 | 12 | 16,394 | 12 | 18,792 | 12 | 23,005 |
| 13 | | | 13 | 16,977 | 13 | 19,440 | 13 | 23,718 |

Approved Board of Trustees

*Minimum experience for this rank places an individual at this point.
 PROMOTION: Individual moves from present step at present rank laterally across on new guide. He is then given one increment at new rank + \$500 for promotion in the year of promotion.

Placement on this guide shall be on the basis of Guidelines for Initial Placement on Rank (see Article XII, Paragraphs 12-3 (12-3.1 through 12-3.6).

OK - RWP - 10/12/71
[Signature]

APPENDIX D

INITIAL PLACEMENT AND PROMOTION SCHEDULE

1972-1973

| YEARS OF COMPLETED SERVICE | STEP | INSTRUCTOR | STEP | ASSISTANT PROFESSOR | STEP | ASSOCIATE PROFESSOR | STEP | PROFESSOR |
|----------------------------|------|------------|------|---------------------|------|---------------------|------|-----------|
| 0 | | | | | | | | |
| 1 | 1 | 8,640 | | | | | | |
| 2 | 2 | 9,331* | | | | | | |
| 3 | 3 | 10,077 | 1 | 9,780 | | | | |
| 4 | 4 | 10,637 | 2 | 10,562* | | | | |
| 5 | 5 | 11,197 | 3 | 11,407 | | | | |
| 6 | 6 | 11,757 | ***4 | 12,037 | | | | |
| 7 | 7 | 12,317 | ***5 | 12,667 | | | | |
| 8 | 8 | 12,877 | 6 | 13,297 | 1 | 11,400 | | |
| 9 | 9 | 13,437 | 7 | 13,927 | 2 | 12,312 | | |
| 10 | 10 | 13,997 | 8 | 14,557 | 3 | 13,296* | | |
| 11 | 11 | 14,557 | 9 | 15,187 | 4 | 13,996 | | |
| 12 | 12 | 15,117 | 10 | 15,817 | 5 | 14,696 | | |
| 13 | 13 | 15,677 | 11 | 16,447 | 6 | 15,396 | | |
| 14 | 14** | | 12 | 17,077 | 7 | 16,096 | | |
| 15 | 15 | | 13 | 17,707 | 8 | 16,796 | | |
| 16 | 16 | | 14** | 18,337 | 9 | 17,496 | | |
| 17 | 17 | | | | 10 | 18,196 | | |
| 18 | 18 | | | | 11 | 18,896 | | |
| 19 | 19 | | | | 12 | 19,596 | | |
| 20 | 20 | | | | 13 | 20,296 | | |
| 21 | 21 | | | | 14** | 20,996 | | |
| 22 | 22 | | | | | | | |
| | | | | | | | | 14,700* |
| | | | | | | | | 15,876 |
| | | | | | | | | 17,145 |
| | | | | | | | | 17,915 |
| | | | | | | | | 18,685 |
| | | | | | | | | 19,455 |
| | | | | | | | | 20,225 |
| | | | | | | | | 20,995 |
| | | | | | | | | 21,765 |
| | | | | | | | | 22,535 |
| | | | | | | | | 23,305 |
| | | | | | | | | 24,075 |
| | | | | | | | | 24,845 |
| | | | | | | | | 25,615 |

Approved Board of Trustees

*Extended Service Maximum

*Minimum experience for this rank places an individual at this point. PROMOTION: Individual moves from present step at present rank laterally across on new guide. He is then given one increment at new rank + \$500 for promotion in the year of promotion.

*** Those individuals promoted from: Instructor-Step 3; Assistant Professor-Step 4 & 5; and Associate Professor-Step 6, will receive \$500 in the year of promotion plus \$500 in the year

Approved Board of Trustees

Attachment a

OK [Signature] - 10/18/71 61.

ADVISEMENT

The developmental areas of instruction are indicated by our zero-level courses. The students enrolled in these courses comprise many reasons for their being there. For example, inadequate high school preparation, older students returning to an academic setting, new area of skill development, uncertainty of capabilities and late bloomers. One thing that they all have in common is an academic deficiency which will hinder their achievement on the college level.

These students need individual attention and continuous supervision of their progress. It is a known fact among educators that the rate of progress is a variable which must be considered. Also, it is assumed that definite content and skills acquired must be learned before progression to the next step.

In order to better assist students in developmental areas, the instructors must schedule individual conferences (possibly at mid-term) with their students to discuss where he (the student) is and the prognosis for his mobility or retention. The results of this conference should be forwarded as a recommendation from the instructor in writing to be placed in the student's academic folder for future advisement.

Attachment B

Approved Board of Trustees

JK - 10/18/71
JED

PLACEMENT

Placement of students in college courses is one of the first and most important processes a new college student is exposed to. Placement is even more important at open door colleges where the range of ability is often more skewed toward the bottom quartile rather than the top quartile. To distinguish between those students who fall in the bottom quartile and need developmental work from those students who do not need developmental work is often a most difficult task.

Placement testing is one important phase of the placement procedure. At Essex County College the placement testing program includes two important testing methods. First, all students are given a general ability test. Second, all students placed in developmental or first semester mathematics, reading or English courses are given a departmental criterion referenced test. Both testing methods are equally important and very different.

The general ability test that is given is the Comparative Guidance and Placement Test of the College Entrance Examination Board. This testing program is designed specifically for two year colleges and is concerned with the student's basic ability in English, mathematics and reading. In addition to this the test samples the student's interest in 11 major vocational and academic areas, the student's academic motivation, the student's ability as measured by non-verbal tests, the student's needs, his family background and other demographic data. For research purposes all this information on the student body can be compared with national and cluster norms (of course, for placement purposes local norms are used). Using this complete report and the student's high school record, the advisors or counselors in the Student Affairs Area are able to place the student in a college curriculum in which he is interested and most likely to succeed. However, as with any placement program some errors will be made. To

Attachment C

Approved Board of Trustees *OK - [Signature] - 10/18/71*

correct these placement errors the student is given a specific criterion referenced placement test by the Mathematics, English or Reading department.

The criterion referenced tests are given the first week of school to all developmental or first semester mathematics, English and reading students. The purpose of this testing is:

- 1. To give a student a chance to test out of a course he does not need.
- 2. To collect specific diagnostic data about the student.
- 3. To correct any placement errors.

These two placement testing methods are very different, however, interdependent. Optional placement will depend on the full implementation of both programs.

Essex
71-73

Approved Board of Trustees

The attached contract for the years commencing August 30, 1971 to August 27, 1973 is agreed upon by all parties as attested by signatures listed below.

Handwritten signature
Handwritten signature

Raymond van Pelt
Lewis J. Gellera
Handwritten signature
Robert J. Stachura
Handwritten signature
Michael J. Franzi
Dennis Valenti
Jack J. Juki