

2615

AGREEMENT

between

WARREN COUNTY COMMUNITY COLLEGE

and the

WARREN COUNTY COLLEGE FACULTY ASSOCIATION/NJEA

Revised: July 5, 1995

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Warren County College Faculty Association/NJEA as the exclusive bargaining representative as defined in Public Laws of 1968, Chapter 303, and as amended by Public Laws of 1974, Chapter 123, for all full-time instructional personnel under contract to the Board including:
- Full-time teaching faculty holding the rank of Instructor, Assistant Professor, Associate Professor, or Professor.
- B. All other personnel are excluded from the bargaining unit.
- C. Unless the context otherwise requires, any reference to instructor, teacher, professor, faculty, instructional personnel as used herein shall apply to all employees in the bargaining unit as defined above.
- D. The terms "Faculty" or "Faculty member" shall mean all personnel covered by the terms of this Agreement.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The College and Association agree to negotiate over a successor agreement in accordance with the procedure set forth herein, in good faith effort on both sides to reach agreement concerning salaries, and terms and conditions of employment. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- B. Negotiations shall commence no later than February 1st prior to the expiration of the contract. The Association shall notify the College in writing to arrange for a mutually satisfactory meeting date to commence negotiation.
- C. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is reasonable and necessary to the subjects under negotiations.
- D. The College agrees not to negotiate concerning said employees' negotiation unit, as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

- F. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Public Employment Relations Commission.
- G. If any provision of this Agreement or any application of this Agreement of any employee or group of employees or to the employer 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 applications shall continue in full force and effect.

ARTICLE III
ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Duly authorized representatives of the Association employed by the College shall be permitted to transact official Association business on College property when they do not have instructional duties or other assigned responsibilities scheduled and provided that such activity does not interfere with the operation of the College.
- B. The Association's duly authorized representatives may be permitted use of the College facilities and equipment, at such times and places that will not interfere with, delay or defer any activities or functions of the College. The Association shall not be charged for use of said property, but shall be charged for out-of-pocket expenses, cost of telephone calls and damage to property while in their use.
- C. The Board shall deduct from employee paychecks dues as certified by the Association and authorized by the employee for the following:
 - Warren County College Faculty Association
 - Warren County Education Association
 - New Jersey Education Association
 - National Education Association
- D. In accordance with Chapter 477, PL 1979, amending and supplementing the Employer-Employee Relation Act, the College agrees to withhold from unit members who do not belong to the Warren County College Faculty Association an amount up to 85% of the regular membership dues charged by the Association to its members. In making these deductions, the Association will save the College harmless from any claims brought by any party against the College in connection with the proper deductions made in accordance with this provision, including reasonable counsel fees. The Association will provide to the College a copy of its "demand and return system" required under law.
- E. The President of the Association shall receive in manual form all Board policies and shall receive copies of all new policies as they are adopted by the Board.
- F. The Association President shall be provided one copy of the approved minutes of all meetings of the Board of Trustees.

- G. No later than May 1 the President of the Association shall receive a complete "College Calendar" for the following year.
- H. Within thirty (30) days of the appointment of new faculty members, the College shall furnish to the Association the following information:
 - 1. Salary
 - 2. Faculty Rank
 - 3. Educational experience
 - 4. Professional experience
- I. When representatives of the Association are mutually scheduled by the Association and the College, not involving third party proceedings, to participate during work hours in negotiations or grievance proceedings related to Association matters, such representative so scheduled shall suffer no loss in regular pay.
- J. The Association President may, during the academic year, take up to two (2) days leave with pay for Association business. Prior to taking such leave, the President shall provide advance written notice to the Dean for Academic Services. The Association President shall be responsible to make up missed classes due to Association business at a time mutually convenient between the President and members of his/her class.

ARTICLE IV FACULTY RIGHTS AND ACADEMIC FREEDOM

Faculty rights shall include the following:

- A. Consistent with the stated catalogue course descriptions, and syllabus, the primary responsibility for determining appropriate learning materials and strategies rests with the faculty member teaching the course.
- B. The faculty member shall evaluate the academic progress of his/her students and to assign grades in accordance with the grading system of the College. The College may change a grade of a student in exceptional circumstances after consultation with the faculty member.
- C. The faculty member shall be free to request any books, magazines, newspapers or other materials and supplies to be purchased by the Library Resource Center, subject to both the library acquisition policy and budgetary limitations.
- D. The use of an electronic monitor or communication device by the College during the meeting of class shall be permitted only with the prior approval of the faculty member. Taping by students shall be permitted upon notice to the faculty member provided taping is for exclusive academic use of the student. If the faculty member believes the monitoring is for other purposes, he/she shall report that to the Dean immediately.
- E. Ownership rights of original works by members of the Faculty shall be governed by the following conditions:

1. "Original works" include, but is not limited to:
 - a. Any written works, including books, journal articles, texts, glossaries, bibliographies, study guides, course descriptions, laboratory manuals, syllabi, tests, test answers, and proposals.
 - b. Lectures, musical or dramatic compositions, and unpublished scripts.
 - c. Films, filmstrips, charts, transparencies, and other visual aids.
 - d. Video and audio tapes and cassettes.
 - e. Live video and audio tapes and cassettes.
 - f. Programmed instruction materials.
 - g. Computer programs.
 - h. Pantomimes and choreographic works.
 - i. Pictorial, graphic and sculptural works.
 - j. Sound recordings.
2. Determination of Rights
 - a. Institution Ownership: If a faculty member produces materials in the performance of assigned duties, then the College shall own such materials and income derived from them shall belong to the College. "materials" include, but are not limited to, such things as tests, test answers, syllabi, course descriptions, laboratory manuals, and study guides, required for the instructional program.
 - b. Joint Ownership: If the College funds creation of a work by means of released time, or through the assistance of other employees, or with equipment to which the faculty member would not normally have unrestricted access, then the College shall have joint ownership with the faculty member. Joint ownership shall entitle the College to license and to sell such works and to share equally royalties, commissions, profits or proceeds which the College has received from the licensing or sale of the work. The College will supply the faculty member

with an annual accounting of such proceeds, and will disburse half of such proceeds to the faculty member by July first of each year. Joint ownership provided by this Article shall be perpetual.
3. Individual Ownership: In all cases other than those covered by paragraphs (1) and (2) above, ownership rights shall reside with the Faculty member alone.

ARTICLE V
GRIEVANCE PROCEDURE

- A. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of faculty members. Nothing contained in this Article shall preclude a faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure. No reprisal of any kind shall be taken by the Board or any member of the administration or the Association against the grievant, or any other participant in the grievance procedure.
- B. Failure of an individual to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.
- C. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant may continue within the time limit specified to the next step of the procedure.
- D. The time limits set forth in the procedure may be mutually extended in writing. All time lines shall refer to calendar days but shall not include holidays, or days when the College is closed.
- E. A grievance shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or violation of the terms of this Agreement, policies of the Board of Trustees or administrative decisions affecting terms and conditions of employment.
- F. A grievance to be considered under this procedure must be initiated by the employee or the Association at Level One within thirty (30) days of its occurrence.
- G. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
- H. Procedure

1. Level One:

A faculty member or the Association may orally present and discuss a grievance with the faculty member's supervisor on an informal basis. At the faculty member's option, the faculty member may request the presence of an Association representative.

Should an informal discussion not result in a satisfactory settlement, the grievant may within seven (7) days move the grievance to the first formal level, Level Two.

2. Level Two:

A faculty member or the Association shall set forth the grievance in writing, and present it formally to the faculty member's supervisor. Such supervisor shall hold a meeting with the faculty member and a representative of the Association within ten (10) days of receipt of the grievance for the purpose of discussing the grievance. A decision shall be rendered in writing to the faculty member and the Association within ten (10) days of the conclusion of the hearing of the grievance.

3. Level Three:

If the faculty member is not satisfied with the decision rendered at Level Two, the faculty member or the Association may submit the grievance to the College President within ten (10) days. The President shall meet with the faculty member and a representative of the Association within ten (10) days of receipt of the grievance to discuss the grievance. Where appropriate, witnesses may be heard and pertinent records received. The President shall render a decision in writing to the faculty member and the Association within ten (10) days of the conclusion of the hearing of the grievance.

4. Level Four:

If the decision of the President does not resolve the grievance to the satisfaction of the grievant and the grievance involves a claim regarding a non-contractual matter only, the grievant or the Association may request, within fifteen (15) days of receipt of the President's decision, a hearing before the Board of Trustees in accordance with its policy establishing rules for such hearings.

5. Level Five:

If the decision of the President does not resolve the grievance to the satisfaction of the grievant and the grievance involves a claim regarding the contract only, the grievant may request in writing to the Association that the grievance be submitted to arbitration. Such request must be submitted to the Association within fifteen (15) days of receipt of the President's decision. If the Association determines that the grievance is meritorious, the Association shall submit the grievance on behalf of the grievant to arbitration within fifteen (15) days after receipt of the request by the grievant. The Association shall file a written request for arbitration to the Public Employment Relations Commission (PERC) and shall simultaneously notify the College of such submission. The parties agree to follow the procedure regulated by PERC for the selection of the arbitrator.

The decision of the arbitrator shall be binding and the cost of said arbitration shall be borne equally by both parties.

- I. No member of the bargaining unit shall be disciplined without just cause. Discipline, as defined by law, is subject to the grievance procedure.

ARTICLE VI
WORK WEEK AND WORKLOAD

- A. The regular instructional day shall be from 8:00 a.m. to 11:00 p.m. A faculty member may work other than during the regular instructional day at mutually agreeable times between the faculty member and the college. Full-time faculty may receive assignments during the regular instructional day or during other agreed to periods.

When a faculty members in-load includes an evening teaching assignment (after 5:00 p.m.), no teaching assignments shall be required on the next day until at least twelve (12) hours after the end of the evening teaching assignment.

- B. The College may assign faculty to instruct at the main campus as well as ancillary sites. Mileage shall be reimbursed at the prevailing Internal Revenue Service (IRS) rate.
- C. Faculty members assigned to an off-campus class requiring transportation following a class on campus, or vice versa, shall not be assigned to a class during the next scheduled period.
- D. "Work Assignments - Reasonable effort will be made to ensure that:
1. The regular work week shall be Monday through Friday inclusive. Teaching assignments on Saturday shall be voluntary unless such assignments are necessary in order for the faculty member to reach a normal workload.
 2. The college shall make a good faith effort to schedule a faculty member for not more than three (3) consecutive hours between classes.
 3. If a faculty member requests the scheduling of a minimum thirty (30) minute lunch period during the work day, the college shall make a good faith effort to accommodate this request.
 4. The individual's schedule should not normally include more than two (2) nights per week. If more than two (2) nights of in-load must be assigned, then a weekday will be free of instructional responsibilities.
 5. No faculty member shall teach more than three (3) consecutive courses.
 6. When the faculty member's schedule includes classes between 4:00 PM and 7:00 PM, at least one hour between 4:00 PM and 7:00 PM will be unassigned unless the faculty member agrees to the contrary.
- E. Office Hours - Faculty members assigned the normal teaching load of fifteen (15) credits shall schedule four (4) office hours during a three (3) day period each week. Additional time shall be scheduled at a student's request at a mutually agreed upon appointment.
- F. Each faculty member shall receive his/her teaching schedule by June 1 for the succeeding Fall semester and by December 15 for the succeeding Spring semester. Announcement of a tentative master schedule will be made to faculty prior to public posting and the appropriate

administer shall provide to each faculty member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected faculty member(s). If and when changes in the tentative master schedule are necessitated, the faculty member(s) will be notified as soon as possible.

G. College work assignments in lieu of in-load course work.

1. A faculty member who is under contract to the College but whose full-time teaching schedule cannot be filled may be reassigned to responsibilities other than the responsibilities described in the collective agreement.
2. Such reassignment shall be mutually agreeable to the faculty member and the College.
3. A reassigned faculty member shall maintain faculty status in all respects, and the temporary reassignment shall not be considered an interruption of the faculty member's full-time service to the College. The compensation, benefits and appointment period shall remain as designated in this collective Agreement.

H. Normal teaching load - A full-time normal teaching load is defined as thirty (30) teaching load credit hours per academic year.

Faculty members assigned tutoring in lieu of regular classroom instruction shall be granted the equivalent of three credits of teaching for each one hundred eighty (180) minutes of tutoring.

I. Overload -

1. The maximum for summer session courses shall be six credit hours per faculty member/per each summer session.
2. A faculty member is not to be assigned to an area where he/she has limited formal preparation/experience unless it is agreed to by the faculty member.
3. Payment for teaching an overload shall be made on the following basis per contact hour:

	<u>1995/1996</u>	<u>1996/1997</u>
Instructor	\$425.00	\$450.00
Assistant Professor	450.00	475.00
Associate Professor	475.00	500.00
Full Professor	475.00	500.00

4. Where qualified, full-time faculty shall be given full and fair consideration for the opportunity to teach summer and inter-session courses.

J. Independent Study:

A staff member shall receive one (1) credit hour at the overload rate for each independent study course taught with a maximum of three (3) students per course.

K. Clubs:

SGA and PTK responsibilities shall be compensated at the annual rate of one credit.

L. Faculty shall continue to perform professional duties during the ten (10) month contract. In addition, faculty will attend one (1) faculty meeting per month and commencement. The college will furnish academic regalia for commencement when needed, at no cost to the faculty member.

M. Course preparation - Teaching employees will normally have no more than three (3) different course preparations each semester, unless a variance is specifically requested by the employee. Where the nature of the course offerings and the number of available full-time teaching employees within the program area prevents the accomplishment of these course preparation guidelines, courses in excess of three (3) preparations shall be assigned to accomplish a minimum number of preparations per employee."

N. Outside employment - A faculty member may undertake lawful part-time employment outside the College, consistent with prevailing regulations and statutes, so long as the time limitations resulting from such part-time employment does not interfere with the faculty member's professional responsibilities.

ARTICLE VII VACANCIES AND PROMOTIONS

A. All non-tenured faculty appointed as instructors will receive a promotion to the rank of Assistant Professor concurrent with the date tenure is obtained.

B. The required schedule for the promotion procedure is:

1. October 15- Faculty member submits a request for promotion to the Dean of Academic Services, who will then convene a Faculty Promotion Committee (FPC).
2. December 15- The FPC submits their recommendations to the Dean of Academic Services.
3. January 15 - The Dean submits his/her recommendation to the President of the College and to the faculty member.

The President shall consider the aforesaid recommendations and forward his/her recommendation to the Board in sufficient time for the Board to act upon the recommendation at its February meeting. The President shall at the same time advise the Dean of Academic Affairs and the Committee of his/her recommendations. A faculty member whose application for promotion in rank was not acted on by the Board of Trustees at their February meeting may contact the Director of Instructional Services specifically regarding at what level in the process the application did not receive an endorsement.

- 5. February - Announcements of promotion in academic rank will be made by the President following the February meeting of the Board of Trustees.

C. Promotion Appeals Procedure:

Any faculty member who is denied a promotion shall have the right, upon request, to have an informal meeting with the Dean of Academic Services to discuss the decision denying the promotion. If the faculty member so wishes he/she shall also have the right after such meeting, upon request, to meet informally with the College President to discuss the decision denying the promotion.

D. Adjustment for Promotion in Rank:

A faculty member granted a promotion in rank will receive the following additional salary adjustment effective July 1 of the year in which the promotion is granted. Compensation shall be:

Instructor to Assistant Professor	\$1000
Assistant to Associate Professor	\$1200
Associate Professor to Professor	\$1500

In no case shall the newly promoted faculty member's salary be less than the starting salary for that rank.

E. Appointment -

- 1. The following hiring ranges shall become effective with the 1995/96 school year:

	<u>Minimum</u>	<u>Maximum</u>
Instructor	\$27,292.00	\$29,792.00

Assistant Professor	30,077.00	32,577.00
Associate Professor	33,976.00	36,476.00
Full Professor	38,989.00	41,489.00

2. Credit for prior college teaching and/or prior related experience:

The college may grant a maximum of five (5) years credit for prior college teaching and/or one (1) year's credit for each two (2) years of prior related experience to a maximum of five (5) years credit.

3. Open full-time faculty position must concurrently be advertised and posted on campus. At least fifty percent (50%) of the search committees for faculty position openings must consist of full-time faculty.
4. Newly appointed faculty who have had actual full-time (not equated full-time) experience at a regionally accredited college defined as one of the six "regional Institutional accrediting bodies" recognized by COPA may receive up to three years' credit (year for year) toward tenure in accordance with N.J.S.A. 18A:60-9.
5. Credit for military service shall be computed in accordance with N.J.S.A. 18A:29-11.

F. Reappointment/Non-Reappointment -

1. The Board shall issue renewal contracts to all faculty members approved for reappointment not later than April 1. In the event the Board does not intend to reappoint a non-tenured faculty member, notice of non-reappointment shall be given, in writing, by that date.
2. All such notices are to be given no later than the above date, but nothing contained herein shall preclude earlier notice. In the event any date shown above falls on a day when the College is not normally in operation, then such notice shall be given by the regular operational day preceding such date.
3. Delivery of notice of non-reappointment shall be made personally or certified mail to the faculty member affected if he/she is on campus on the required date. In the event such personal delivery is impossible, then certified mail may be used as the delivery agent in which case constructive delivery, as evidenced by the date of the certified receipt, shall be acceptable.
4. Any faculty member who receives formal written notification from the College of non-reappointment for the succeeding academic year may, within fifteen (15) days from receipt of such formal notification, deliver to the President a written request for reasons for such nonrenewal. The President will provide such faculty member with a written statement of reasons within **fifteen** (15) days of receipt of such request.

G. Resignation -

Faculty who wish to resign shall submit such resignation, to the President of the College through the Dean of Academic Services at least sixty (60) days prior to the date of such resignation.

H. Reduction in Force -

In the event of reduction of force the College and the Association agrees to be bound by the applicable provisions of state regulations.

ARTICLE VIII
EVALUATION

A. Purpose:

The purpose of the faculty evaluation is to develop the teaching potentials of all faculty members and to provide reasonable academic criteria for considering promotion, reappointment and tenure.

B. Frequency of Administrative Evaluations

1. All nontenured faculty members shall be formally observed in writing pursuant to this Article at least twice annually during the first five (5) years of their employment.
2. Tenured faculty shall be formally observed in writing pursuant to this procedure at least once every year after the year in which tenure was conferred.
3. The faculty members must be given not less than 48 hours advance notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the observation.
4. A copy of the administrative written observation report shall be provided to the faculty member within ten (10) working days of the observation. A conference between the observer and the faculty member to review the written observation report shall take place within five (5) working days of the receipt of the written observation report.

C. Self-Evaluation:

The self-evaluation must be presented in writing to the Director of Instructional Services no later than June 15.

D. Elements of Annual Summary Evaluation:

An annual summary evaluation shall be prepared to assess total performance and shall include, but not limited to:

1. The administrative evaluation.

2. The self-evaluation.
3. The student evaluation.

E. Procedures Regarding Annual Summary Evaluation:

1. The annual summary evaluation shall be completed by the Administration and provided to the faculty member by September 1.
2. A conference between the administrative evaluator and the faculty member shall take place within ten (10) working days of receipt of the written summary evaluation.
3. The faculty member shall sign the final evaluation report, signifying that it has been read and reviewed in consultation with the Director of Instructional Services.
4. All evaluation reports will be maintained in the faculty member's official personnel files.
5. Each faculty member evaluated by student evaluations will also be provided with a copy of the summary computer printout of the responses received from his/her students within a reasonable time after the same is produced. Access to student evaluations shall be limited to the College Administrators, or other persons directly involved in a proceeding initiated by a party to this Agreement or by a faculty member.

F. Faculty Response:

A faculty member has the right to append his/her pertinent written comments to any written observation and/or evaluation reports generated from formal evaluations or other administrative evaluations.

G. Tenure:

The College shall comply with the laws of the State of New Jersey with respect to tenure, as set out in N.J.S.A. 18A.

Tenure Review Schedule:

- September 1- Faculty member eligible for tenure submits letter of intent to apply for tenure to the Dean of Academic Services who will then convene the Faculty Tenure Committee.
- October 1 - Faculty member submits a portfolio to the Faculty Tenure Committee.
- December 1 - Faculty Tenure Committee submits recommendations to the Dean of Academic Services.

- March 1 - The Dean of Academic Services transmits recommendations of both the Faculty Tenure Committee and his/her own to the President.
- The President forwards his Recommendations for consideration at the March Board Meeting.
- April 1 - Announcements of tenure decisions made following the March meeting of the Board of Trustees.

ARTICLE IX PERSONNEL FILE

- A. The official personnel file evaluating each faculty member shall be maintained in the Dean of Academic Services office. Employees shall be permitted to inspect, copy from, or reproduce their individual personnel records upon 48 hours' notice of request.
- B. No derogatory material shall be placed in an employee's official personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. If the signed copy is not returned within 72 hours, it shall be filed with a notation that it was not returned by the employee. The employee shall also have the right to submit a written response to such materials which shall be included in the personnel file.
- C. No information from a faculty member's file shall be given to a party not affiliated with the College unless approved by the faculty member or if such information is required pursuant to a court order or a subpoena, in which case, notice will be given to the employee immediately upon compliance with such order or subpoena.

ARTICLE X SEPARABILITY AND SAVINGS

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

ARTICLE XI NON-DISCRIMINATION

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

Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.

- B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, marital status, or any other protected category under state or federal law.
- C. The provisions of these policies shall be applied equally to all faculty in the unit.
- D. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.

ARTICLE XII BOARD RIGHTS AND RESPONSIBILITIES

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

ARTICLE XIII TUITION REIMBURSEMENT

In accordance with current College procedures, faculty members shall be entitled for reimbursement for up to twelve graduate credits per year taken at an accredited institution at the in-state graduate per credit rate charged by Rutgers University.

ARTICLE XIV SICK LEAVE

- A. All faculty members shall be entitled to ten (10) sick leave days per year. Annual sick leave shall be posted to each employee's account on July 1. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. The College shall provide a written accounting of accumulated sick leave to each faculty member by September 30 of each year.

ARTICLE XV TEMPORARY LEAVES OF ABSENCE

- A. Jury Duty Leave:

A faculty member who receives notice for jury duty during the school year must request in writing that the service be postponed to the summer months when school is not in session. If that request is denied, the faculty member will present the original notice and the court response to the College. A faculty member on jury duty leave shall be paid the difference between his/her salary computed on a daily basis, and the daily jury fee paid by the Court. The faculty member must provide verification of the number of days actually spent on jury duty service. Faculty members summoned to appear as a witness in a judicial or administrative proceeding shall be covered by these provisions.

ARTICLE XVI LEAVE OF ABSENCE

A. Parental Leave

1. A faculty member in anticipation of parenthood as a result of natural childbirth or adoption may apply for a leave of absence without pay. A request for parental leave shall be made in writing to the Dean of Academic Services at least sixty (60) days prior to the day the leave is to become effective, unless the physician or representative handling a legal adoption specifies the necessity for such leave to commence on shorter notice. Faculty members on parental leave during the period of the actual faculty member's physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability.
2. A faculty member returning from parental leave shall be required to give sixty (60) days written notice to the Dean of Academic Service of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon his/her return, in the same or substantially similar position and salary as he or she vacated at the commencement of the leave, providing the position has not been abolished in accordance with law.
3. If parental leave has been taken by a mother on account of her pregnancy, a statement that the faculty member is physically able to return to duty shall be furnished to the College before the return from parental leave is permitted.
4. Parental leave may extend for faculty members beyond the semester in which it is initiated. If the leave commences in the first half of a semester, the faculty member is entitled to one additional full semester. If the leave commences in the second half of a semester, the faculty member is entitled to up to two (2) additional full semesters.

C. Unpaid Leave

Faculty members may be granted an unpaid leave of absence of up to two (2) consecutive full semesters. Except in cases of emergency, such leave must be requested a minimum of eight (8) weeks in advance and must be approved by the College President. Faculty members returning from unpaid leave shall be granted the same or a substantially similar position as held prior to the leave.

D. Military Leave

Leave without pay shall be granted to enable a faculty member to fulfill required United States Military Reserve or National Guard commitments. All the employment rights provided by existing or enacted legislation shall accrue to such employees. When called up for two (2) weeks of active duty, the faculty member must first apply in writing to have such commitment met during the months of July and August prior to being granted said leave during the academic leave.

E. Bereavement Leave

A faculty member shall be entitled to bereavement leave in the event of death in the immediate family. Such leave may be up to 3 working days following the date of death to permit the employee to attend the funeral and arrange for other related matters.

ARTICLE XVII
SABBATICAL LEAVE

- A. Sabbatical leave is defined as a period of nonassignment from teaching, or equivalent duties for the purpose of enhancing the professional development of the faculty represented in this Agreement. Such activities may include formal study at an accredited institution, research, writing and travel, related to professional responsibilities.
- B. Sabbatical leave may be granted by the Board of Trustees, upon recommendation of the President, subject to the following conditions:
1. A faculty member must have completed seven (7) years of continuous service to the College as a faculty member since beginning service.
 2. The leave must be applied for by January 31st in the year prior to the requested sabbatical leave. Such application shall define the specific program of study or research purpose and shall be submitted to the Sabbatical Committee. The committee shall consist of two (2) administrators and two (2) faculty members appointed by the Association who shall forward its recommendation to the President.
- C. Sabbatical leave may be granted at one-half (1/2) salary for one full contract year or full salary for one-half (1/2) contract year.
- D. The Board of Trustees' decision not to grant a sabbatical leave to a staff member for financial reasons or because the proposal is not deemed of value to the institution, shall not be subject

to the binding arbitration level of the grievance procedure. A decision not to grant a sabbatical leave shall not be made arbitrarily or capriciously.

ARTICLE XVIII BENEFITS

- A. Consistent with federal and state regulations governing health maintenance organizations, the College shall provide all faculty members with the option to elect a qualified HMO Plan in lieu of the Group Health Insurance Plan. Such election shall be available on a once-a-year basis.
- B. The College shall provide a disability benefits plan for all faculty members to protect against loss of income due to a non-work related illness or injury. Such benefits shall be in accordance with the provisions of the New Jersey State Disability Plan.

ARTICLE XIX MISCELLANEOUS

- A. Faculty shall be able to purchase merchandise, supplies and single copies of books at the college bookstore at cost.
- B. Whenever a faculty member has received approval from the Dean of Academic Services to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the current IRS rate. Tolls during such travel shall be reimbursed.
- C. When the new college facility is completed, a portion of the parking lot will be identified for full time faculty automobiles equivalent to the number of full time faculty employed.
- D. Each faculty member shall be provided with adequate office space. At a minimum, this office space shall be furnished with a desk, phone, file cabinet, bookcase, desk chair and a chair for students. Prior written notice shall be given to a faculty member before his/her office is moved.
- E. The College shall provide sufficient clerical support to meet the needs of the faculty.

ARTICLE XX FULLY BARGAINED PROVISIONS

ARTICLE XXI
SALARY INCREASES

Salary increases for the duration of this contract, which spans the academic years 1993-94 to 1996-97 are as follows:

1993-94	5% increase
1994-95	3% increase + 2% adjustment
1995-96	5% increase
1996-97	4% increase + a pool of 2% of 1995-96 faculty salaries to be distributed on the basis of merit.

The parties are committed to jointly develop the criteria for a merit pay plan during the 1995-96 school year to become effective in the 1996-97 school year. This will enable the College to expend a total of two percent (2%) of 1995-96 salaries for faculty members' merit increases to be awarded, based upon professional performance, for school year 1996-97.

Board of Trustees

Muriel Mathez 7/6/95
Muriel Mathez, Chairwoman

Faculty Association

[Signature]
President, Faculty Association

[Signature]
Witness

July 10, 1995
Date

[Signature]
Witness

7/6/95
Date