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

75-77

9+1/25-8/31/27

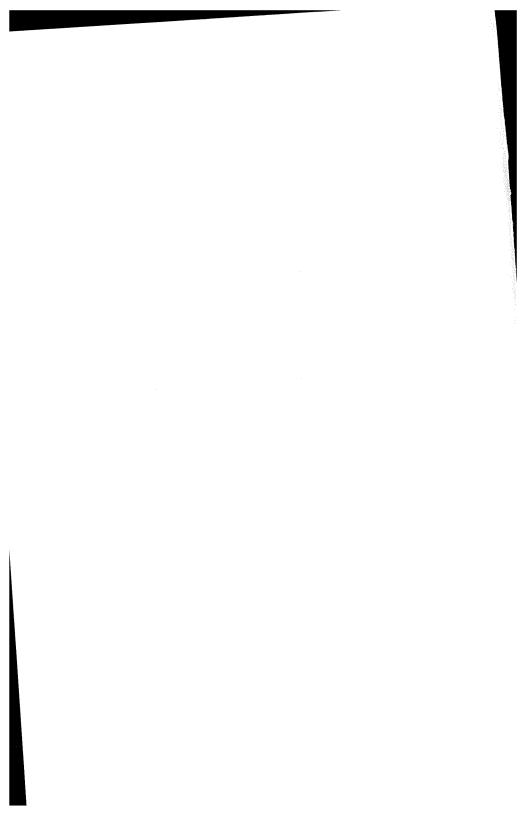


TABLE OF CONTENTS

ARTICLE		PAGI
	PREAMBLE	1
1	RECOGNITION	2
II	MAINTENANCE OF OPERATIONS	3
III	APPOINTMENT, RETENTION AND DISMISSAL	4
IV	ASSOCIATION RIGHTS AND RESPONSIBILITIES	5
v	GRIEVANCE PROCEDURE	9
VI	PROMOTIONS	14
VII	EVALUATION	17
VIII	PERSONNEL FILE	20
IX	ACADEMIC RIGHTS AND RESPONSIBILITIES	22
X	FACULTY PRIVILEGES	23
XI	SPECIAL PURPOSES LEAVE	25
XII	LEAVES OF ABSENCE	27
XIII	REDUCTION IN FORCE	36
XIV	INSURANCE	37
xv	SALARY	38
XVI	NEGOTIATIONS	41
XVII	AMENDMENT OF AGREEMENT	42
WIII	SEPARABILITY AND SAVINGS	43
XIX	ACADEMIC FREEDOM	44
XX	BOARD RIGHTS AND RESPONSIBILITIES	45
XXI	NON-DISCRIMINATION	46
XXII	FULLY BARGAINED PROVISIONS	47
XXIII	DEDUCTIONS FROM SALARY	48
XXIV	DURATION OF AGREEMENT	49
	EXHIBIT A, STATEMENT OF GRIEVANCE OF APPEAL EXHIBIT B, SALARY GUIDE 1975-76 (5 pages) EXHIBIT C, SALARY GUIDE 1976-77 (5 pages) EXHIBIT D, CERTIFICATION OF REPRESENTATIVE	



PREAMBLE

THIS AGREEMENT entered into this 3/st day of Octobiosis

1975,

BETWEEN

 $\underline{\text{COUNTY COLLEGE OF MORRIS}}, \text{ in the County of Morris, New Jersey;}$ (hereinafter called the "College"); and

FACULTY ASSOCIATION OF THE COUNTY COLLEGE OF MORRIS, INC., affiliated with the New Jersey Education Association; (hereinafter called the "Association").

ARTICLE I

RECOGNITION

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

ARTICLE II

MAINTENANCE OF OPERATIONS

- A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.
- B. The Association agrees that neither the Association nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.
- C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of the students of the College.
- D. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE III

APPOINTMENT, RETENTION AND DISMISSAL

- A. Notice of reappointment or non-reappointment of non-tenured faculty members shall be provided to the faculty member in writing not later than April 30th of the academic year of service, except that during the academic year preceding acquisition of tenure informal notice of intent to reappoint shall be given by December 15th. If subsequent to the December 15th informal notice, the College is apprised of highly unusual circumstances which were not known to the College prior to December 15th, in such event the College reserves the right between December 15th and April 30th to withdraw the December 15th notice of intent to reappoint.
- B. When a faculty member is hired at mid-year, notice of reappointment or non-reappointment for the next academic year shall be provided to such faculty member in writing not later than April 30.
 - C. The notice provided for in Sections A and B shall include:
 - 1. The dates for which the appointment or re-appointment is effective.
 - 2. The faculty member's title, academic rank and academic department.
 - 3. The faculty member's salary.
- 4. In the event of first appointment only, the number of years counted as credit for previous experience.
- D. No faculty member shall be discharged, disciplined, reprimanded in writing or reduced in rank or compensation without just cause.
- E. The decision of the Board of Trustees not to re-appoint a non-tenured faculty member shall not be grievable.

ARTICLE IV

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Conduct of Association Business

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

B. Bulletin Boards

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

C. Campus Mail and Telephones

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

D. Association Equipment, Supplies and Services

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

E. College Equipment

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

F. Association Office

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

the office including access for maintenance, safety and security.

G. Standing Committees of College Council

The President of the College shall appoint from a list of nominees provided by the Association at the beginning of each fall semester a representative of the Association as a voting member of each standing committee of the President's College Council. The number of names on each list shall be no fewer than the number of standing committees. The Association shall also have the right to have one (1) observer present at meetings of the President's College Council. The President of the College shall be free to determine the composition of the College Council and the composition of the balance of the standing committees of the College Council. Nothing contained herein shall limit the number, functions, or duties of the standing committees. The Association representatives to such standing committees shall serve at the pleasure of the President of the College, and the President's actions of appointment and replacement in this regard shall not be subject to grievance procedures.

H. Minutes of Board of Trustees Meetings

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

I. Faculty Orientation

The length and scheduling of the fall faculty orientation shall be established solely by the College, except that the College shall reserve for the Association two (2) hours between 9:30 a.m. and 3:00 p.m. during one (1) day of the fall faculty orientation. During such two (2) hours the Association may inform new faculty members of the nature of their contract with the College, and may conduct a private meeting of the teaching faculty.

J. Negotiation and Grievances Without Prejudice

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

K. Association Responsibility for Contract Adherence

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

L. Uniform Application of Contract

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

M. Faculty Information

By September 15th of each year and within thirty (30) days of appointment of newly-hired faculty members, the College agrees to furnish the Association with the following information for each faculty member in the negotiating unit:

- 1. Current salary,
- 2. Faculty rank,
- 3. Educational experience,
- 4. Professional experience.

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

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 as informal and confidential as may be appropriate at each level of such procedure.

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.

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 the grievance may continue within the time limit specified to the next step of the procedure.

B. Definition of Grievance

A grievance is an alleged misinterpretation, misapplication or violation of the terms of this Agreement and may be raised by an individual, or the Association at the request and on behalf of a group of individuals.

C. General Procedure

- The time limits set forth in the procedure may be mutually extended in writing.
- 2. It shall be the practice of all parties to process grievances during times when they do not interfere with assigned duties.
- 3. Any grievance which arose prior to the effective date of this Agreement shall be governed by the policies and procedures in effect at the time such grievance arose and shall not be governed by this Agreement.

- 4. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her regular rate. All back pay claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.
- 5. Any aggrieved faculty member may present a grievance himself/herself at all stages of the grievance procedure. Any aggrieved faculty member may, at his/her option, be represented by a person selected and approved by the Association. When the grievant elects to present his/her own grievance, the Association shall have the right at Step Two and all Steps thereafter, to have a representative present and to have such representative state the Association's views.
- 6. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representatives as permitted by this Article, and a witness, during the course of his/her testimony.
 - 7. "Days" referred to in this Article shall mean calendar days.
- 8. The period between July 1 and Labor Day shall not be counted as part of the time limits referred to below in Section D.

D. Grievance Steps

1. Step One

Within fourteen (14) days after the occurrence of the event which gave rise to the grievance, or within fourteen (14) days after the grievant should reasonably have known of such event, the faculty member shall discuss the grievance informally with his/her Department Chairperson (or the Division Chairperson if the grievant's immediate supervisor is a Division Chairperson) with the object of resolving the matter informally.

2. Step Two

If, within ten (10) days following the initial informal discussion (Step One), the grievance has not been resolved to the satisfaction of the faculty member, he/she may formally submit to the Dean of Instruction a "Statement of Grievance" on the form attached (Exhibit A). Within three (3) days of his receipt of the grievance, the Dean of Instruction shall refer the grievance to the appropriate Dean having supervision of the area which is the subject matter of the grievance and such referral of the grievance by the Dean of Instruction shall not be grievable. Within fifteen (15) days after receiving the Statement of Grievance the appropriate Dean to whom the grievance has been referred or his designee shall render a written report of the disposition of the grievance to the grievant.

3. Step Three

In the event the grievant is not satisfied with the disposition of the grievance at Step Two, he/she may, within five (5) days after receipt of the report and disposition at Step Two, file with the President of the College a written "Statement of Appeal" on the form attached. The Statement of Appeal shall be accompanied by a copy of the decision at Step Two.

4. Grievance Hearing

The President or his designee shall conduct a closed hearing on the grievance appeal. The hearings shall not be limited by strict rules of evidence. All documents submitted shall be marked in evidence. The hearings shall be concluded and the President of the College shall render his report and decision on the grievance appeal within twenty (20) days from his receipt of the Statement of Appeal. Copies of the President's decision shall be given to the grievant who filed the appeal and to the Association.

5. Step Four

If the aggrieved party is not satisfied with the disposition

of the grievance by the President, or if no disposition is made by the President within twenty (20) days from his receipt of the statement of grievance, the aggrieved party, if it is not the Faculty Association, may request in writing that the Faculty Association submit the grievance to arbitration. If the Faculty Association then finds that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) days from receipt by the Association of the President's disposition, if any, or within fifteen (15) days from expiration of the President's time for disposition, whichever is sooner.

6. Step Five - Arbitration

- (a) A list of arbitrators shall be requested from the American Arbitration Association in accordance with its Rules and Procedures for the selection of an arbitrator.
- (b) The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall not issue any monetary award which shall pre-date the occurrence of the event which gave rise to the grievance, or the date on which the grievant should reasonably have had knowledge of such event. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the College, on the grievant(s) and on the faculty association.
- (c) The costs for the services of the arbitrator, including

 per diem expenses if any and actual and necessary travel, subsistence expenses

 and the cost of the hearing room shall be borne equally by the Board and the

 Faculty Association. Any other expenses incurred shall be paid by the party

incurring the expenses.

E. Group Grievance

If in the judgment of the Association a grievance affects a group or class of faculty members, the Association may, within fourteen (14) days after the occurrence of the events which gave rise to the grievance, or within fourteen (14) days after the Association should reasonably have known of such event, submit such group grievance in the same manner provided in Step Two.

F. Withdrawal of Grievance

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

ARTICLE VI

PROMOTIONS

- A. A Faculty Promotion Procedure Committee shall be established for the purpose of reviewing faculty applications for promotion. Said Committee shall begin to function in the 1976-77 academic year.
- B. A faculty member who meets the minimal requirements for promotion specified below shall file his/her application to the Committee not later than November 1st. Such applications shall be made by completing a two (2) part form, a copy of which shall be submitted to his/her Department Head and to the Committee. The Committee shall meet to consider such applications as may be submitted to it. The Committee shall thereafter make recommendations for promotion. Its recommendation shall be forwarded in writing to the Dean of Instruction who shall, after review, forward his recommendation and that of the Committee to the President.
- C. The President shall consider the aforesaid recommendations and forward his own recommendation to the Board in sufficient time for the Board to act upon his recommendation at its April meeting. The President shall at the same time advise the Dean of Instruction and the Committee of his recommendations.
- D. It is understood that responsibility for action on the President's recommendation for promotion rests with the Board. Its decision on this matter is final.

E. Standards for Academic Rank

 Instructor: No person holding the Master's Degree will be hired at a lower rank than Instructor.

Basic Qualifications:

- (a) Master's Degree or equivalent in his teaching field with one (1) year of teaching experience on the collegiate level or related professional experience; or
- (b) Bachelor's Degree with three (3) years of teaching experience or related professional experience.

2. Assistant Professor

Basic Qualifications:

(a) Master's Degree or equivalent in his teaching field with the equivalent of four (4) years' teaching experience, at least two (2) of which must be on the collegiate level or in related professional experience.

3. Associate Professor

Basic Qualifications:

- (a) Doctorate or equivalent with five (5) years' teaching experience at the collegiate level or in related professional experience; or
- (b) Master's Degree or equivalent in his teaching field with the equivalent of seven (7) years' teaching experience, at least five (5) of which are at the collegiate level or in related professional experience.

4. Professor

Basic Qualifications:

- (a) Doctorate or equivalent with eight (8) years of collegiate teaching; or
 - (b) Equivalent combination of related professional experience.

- F. Guidelines for Computing Equivalent Degrees and Relevant Experience for Promotion:
- Where appropriate, one (1) year of college level experience shall be credited for every two (2) years of the following relevant experience:
 - (a) Full time high school or elementary school teaching.
 - (b) Business, commercial or government employment.
- $\qquad \qquad \text{(c)} \quad \text{Part time college teaching including work as a} \\ \text{graduate assistant.}$
- $\mbox{(d)} \quad \mbox{Research which results in publication (except as part} \\ \mbox{of a graduate program).}$
- 2. Credit for military service shall be computed in accordance with N.J.S.A. 18A:29-11.
- 3. Thirty (30) graduate credits relevant to the teaching responsibility shall be equivalent to a Master's Degree.
- 4. Seventy-two (72) graduate credits relevant to the teaching responsibility shall be equivalent to a Doctorate.
- 5. A Law Degree and a Professional Engineer's License shall be equivalent to a Doctorate.

ARTICLE VII

EVALUATION

A. Purpose

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

B. Frequency

- 1. All non-tenured faculty members shall be formally evaluated pursuant to this Article at least once annually during the first four (4) years of their employment, except that in the fifth (5th) year of employment the formal evaluation procedure provided for herein need not be complete prior to any informal notices as set forth in Article III.
- 2. Tenured faculty shall be formally evaluated pursuant to this procedure at least once every five (5) years after the year in which tenure was conferred.
- 3. The College reserves the right in all cases to evaluate faculty members more frequently than set forth in Subsections 1. and 2. above.
- 4. Tenured faculty members must be given notice of the approximate time during which classroom visits will take place in connection with the administrative portion of the evaluation.
- 5. In all cases of evaluation other than the formal evaluation set forth herein, the College, in its discretion, may complete any or all portions of the evaluation procedure.

C. Elements of the evaluation procedure.

The evaluation procedure shall be fourfold:

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

All aspects of the formal evaluation procedure shall be considered.

D. Criteria

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

E. Administrative Evaluation

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

F. Student Evaluation

The student evaluation of the Faculty shall be conducted through a Student Opinion Reporting System.

G. Peer Evaluation

The peer evaluation shall be conducted by an Evaluation Committee consisting of both tenured and non-tenured faculty members, exclusive of the departmental chairpersons, elected by faculty members upon a division-wide basis. The Evaluation Committee shall be elected on a department-wide basis for the following departments only: history, sociology, psychology and physical education.

For the purposes of this section only, the Law Enforcement Department shall be assigned to the Business Division.

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

H. Self-evaluation

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

I. Evaluation Reports

- All evaluation reports will be in written form and available to the Faculty Member at the formal evaluation conference with the appropriate Department/Division Chairperson.
- The Faculty Member will sign the final evaluation report signifying that it has been read and reviewed in consultation with the Department/ Division Chairperson.
- 3. At the formal evaluation conference with the Department/Division Chairperson, the Faculty Member will be given a copy of the final evaluation report.
- 4. All evaluation reports will be maintained in the Faculty Member's official personnel file.
- 5. The Faculty Member may append to his/her formal evaluation report written comments pertinent to the evaluation.

ARTICLE VIII

PERSONNEL FILE

- A. The College shall maintain one (1) official personnel file for each faculty member and shall make reasonable effort to keep same accurate.

 Material relating to initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file and shall not be used in actions subsequent to commencement of full-time employment.
- B. Upon advance request a faculty member may personally examine his/her file during College business hours. At the option of such faculty member, one (1) representative of the Association may also be present. A representative of the College must be present during such examination and because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.
- C. The faculty member may obtain one (1) copy of any material in his/her personnel file.
- D. The faculty member may have inserted into such personnel file his/her written response to any material considered derogatory. The faculty member may make request to the Office of Dean of Instruction to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the sole discretion of the appropriate administrator designated by the College to review such requests. The faculty member shall be advised of the decision.
- E. Whenever anonymous or signed complaints are deemed worthy by the College administration of placement in a faculty member's personnel file, written notice of the placement of such material in the personnel file shall be given to such faculty member.

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

ARTICLE IX

ACADEMIC RIGHTS AND RESPONSIBILITIES

Normal Teaching Load. Α.

A full time teaching load consists of thirty teaching load credit hours per academic year with the understanding that every reasonable effort will be made to assign faculty members no more than fifteen teaching load credit hours per semester. In no event shall a faculty member be assigned more than eighteen teaching load credit hours per semester.

In the event a faculty member is assigned eighteen teaching load credit hours in the fall semester, then his normal load in the spring semester shall be twelve teaching load credit hours. Such individuals shall be given the right to teach an additional three teaching load credit hours in his area of discipline in order to earn overload before any adjunct faculty is given an opportunity to teach such course. In the event that a faculty member is assigned fifteen teaching load credit hours in the fall semester, and circumstances require that his actual teaching load credit hours be reduced, then, to the extent possible, every reasonable effort shall be made to provide such faculty member an opportunity to restore the course lost up to three credits.

Work Year. В.

Faculty members shall continue to be employed for a contract year spanning the period from September 1 to June 30.

Laboratory Teaching Load. С.

For purposes of computing the full time teaching load of thirty teaching load credit hours per academic year, laboratory type teaching situations shall be equated on the basis of three laboratory hours being equal to two lecture hours except that during the 1976-77 academic year, laboratories in biology, chemistry, and physics only shall be equated on the basis of six laboratory hours being equal to five lecture hours.

ARTICLE X

FACULTY PRIVILEGES

Faculty members shall be afforded the following privileges:

- A. The College will designate appropriate parking facilities for the use of faculty. Each faculty member will be assigned to a faculty parking area on other than an individual basis. Such parking assignments shall be made in the sole discretion of the College administrators, although an effort will be made to take into consideration the proximity to offices and/or classroom assignments.
- B. Faculty members shall have the right to utilize the College library and learning resources center at all times when the College is in session. Circulating materials will be charged out to faculty members upon their request for the length of any given semester.
- C. Whenever an employee has received approval from the Dean of Instruction to use his/her own automobile in order to attend an approved College-related function, he/she shall be compensated at the rate of 12¢ per mile for the most direct route of such travel. Tolls during such travel shall be reimbursed when supported by receipts.
- D. Upon approval by the Dean of Instruction, a faculty member may attend any classes or courses offered by the College on a tuition-free basis. Fees and charges other than tuition shall be paid in accordance with the regulations of the College.
- E. The College presently provides day care services for children of students. If after giving priority to students there remains an ability to accommodate additional children, faculty members together with other employees may enroll their children on a first come-first served basis to complete the enrollment capacity of the day care center.

- F. Open full-time faculty and administrative positions will be publicized in the Job Opportunity notice or similar other publication at least five (5) days prior to the position being filled.
- G. Faculty shall be able to purchase books at the College
 Bookstore at a fifteen (15%) per cent discount on all non-sale items, provided
 a fifteen (15%) per cent mark-up exists.

ARTICLE XI

SPECIAL PURPOSES LEAVE

A. Special purpose leaves of absence without compensation or fringe benefits may be granted by the President of the College upon application of a faculty member after favorable recommendation of such leave by the department chairperson and the Dean of Instruction. It is intended that not more than two (2) faculty members will be granted special purpose leaves during one (1) academic year. Application for special purpose leave of absence must be submitted to the President of the College at least three (3) months prior to the requested commencement date of the leave. The application for special purpose leave of absence must meet the eligibility requirements and criteria set forth in this Article. Final determination of whether or not the request shall be granted shall rest solely in the discretion of the President, and his decision shall not be grievable.

B. Eligibility Requirements

Faculty members who have completed seven (7) consecutive academic years of service to the College shall be eligible for special purpose leave not to exceed one (1) year's duration. Faculty members who have completed two (2) consecutive academic years of service to the College shall be eligible for special purpose leave, which does not exceed six (6) months, for the sole purpose of completing a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field providing that the duration of leave for advanced study does not exceed stated time.

C, <u>Criteria</u>

Those faculty members who have completed seven (7) consecutive years of service may request special purpose leaves for one of the following purposes:

- Acceptance of invitational self-terminating assignments offered by governmental agencies or non-profit foundations seeking faculty member's special expertise.
- Completion of a graduate program of advanced study leading to a degree relevant to such faculty member's teaching field.
- 3. Participation on a full-time basis of the faculty member in an exchange teaching program with a recognized college or university in the United States, or a foreign college or university accredited by such foreign government.
- 4. Services as a full-time officer or full-time staff member of a non-profit professional organization involved in the furtherance of scientific research or educational projects.
 - 5. Employment by a profit-making organization.

D. General Requirements

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

- E. A faculty member applying for such leave shall signify in writing his intent to return to full-time employment upon expiration of the leave.
- F. A faculty member on special purpose leave shall not be entitled to receive compensation or other benefits during the leave, including but not necessarily limited to seniority, longevity, salary, increments, pension or health benefits. Upon expiration of such leave the faculty member shall be entitled to employment in the same position and at the same salary held at the commencement of the leave, providing the position has not been abolished in accordance with law.

ARTICLE XII

LEAVES OF ABSENCE

A. <u>Maternity</u> Leave.

- 1. A pregnant faculty member may apply for a leave of absence without pay or fringe benefits except as hereinafter specified. A request for maternity leave shall be made in writing to the Dean of Instruction at least sixty (60) days prior to the day the leave is to become effective, unless the attending physician specifies the medical necessity for such leave to commence on shorter notice. Faculty members on maternity leave during the period of actual physical disability due to pregnancy shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability. Retirement and medical benefits shall be granted during the period of maternity leave in conformity with the laws, rules and regulations established by appropriate state departments. Time spent on maternity leave after the expiration of the semester in which such leave commences shall not be counted as regular service for promotion, increments in salary, or seniority.
- 2. A faculty member returning from maternity leave shall be required to give sixty (60) days written notice to the Dean of Instruction of the desired date for return to employment. Return to employment at a time other than the beginning of a new semester shall be at the discretion of the College. The College administration will place the faculty member, upon her return, in the same position and salary she vacated at the commencement of the leave providing her position has not been abolished in accordance with law.

- 3. A statement from the faculty member's physician certifying that the faculty member is physically able to return to duty shall be furnished to the College before return from maternity leave is permitted.
- 4. Maternity leave for tenured faculty members may extend up to one (1) year. Maternity leave for non-tenured faculty members shall not extend beyond June 30th of the current academic year in which such leave commences. Failure of a non-tenured faculty member to deliver written notice of intention to return to employment by June 30th of the academic year in which the leave commenced shall, at the option of the College, constitute a notice of resignation.

B. Bereavement.

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

C. Jury Duty.

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

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

D. Government Service Leave.

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

E. Personal Leave.

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

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

Military Leave.

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

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

G. Sick Leave.

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

H. Sabbatical Leaves.

1. Purpose and Use of Sabbatical Leave.

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

engage in any regular remunerative employment while on leave except that fellowships, scholarships and similar grants may be accepted to accomplish the stated purpose of the leave.

Eligibility.

Eligibility is limited to faculty members who have completed six (6) consecutive years of full-time active service with the College, who shall not have reached the age of sixty-two (62) years by the start of such leave, and who have not been granted sabbatical leaves by the College during the preceding six (6) years. Having satisfied these criteria, eligibility is further limited to otherwise eligible faculty members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion.

Period and Salary.

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

4. Faculty Sabbatical Leave Committee.

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

ARTICLE XII continued:

members (excluding chairpersons), shall interview such applicants and shall forward to the Dean of Instruction the names of those faculty members whom the Committee recommends for sabbatical leave, ranking the names in order of recommendation.

5. Application and Submission of Plans

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

6. Review and Award

The Dean of Instruction shall appropriately review and evaluate the sabbatical leaves recommended by the Faculty Sabbatical Leave

Committee and forward his evaluation and recommendation to the President of the

College. Upon endorsement by the President, he shall submit his sabbatical

leave recommendations to the Board of Trustees for its consideration and award

of sabbatical leaves. The President of the College will advise the Association
in writing of his reasons for rejecting any of the recommendations of the Com
mittee, which reasons may include insufficient funds.

7. Obligation to Return and Report

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

- 8. Special Conditions of Sabbatical Leave Awards.
- (a) There is no fixed minimum or maximum on the number of sabbatical leaves granted in any year, but it is clearly the intent of the Board of Trustees to make such awards, within the limitations of funds available, to those applicants whose past performance, promise, and plans for leave are demonstrably superlative and whose absence would not impair or impede the effectiveness of their department during the time of the leave.
- (b) The period of sabbatical leave shall be credited as regular full-time service for retirement purposes, the granting of increments and other benefits as though the recipient were in regular employment.
- (c) The Board of Trustees may, upon special recommendation of the President of the College and the Faculty Sabbatical Leave Committee, consider an applicant for sabbatical leave who has completed less than six (6) years of continuous full-time service.
- (d) The Board of Trustees may approve exceptions to the rule of "no remunerative employment" where unusual circumstances prevail, such exceptions to be individually determined and non-precedent-setting.

9. Funding.

Annually a sum equal to one (1%) percent of the combined salaries budgeted for full-time teaching faculty (exclusive of overload and salaries of chairpersons) shall be utilized to fund faculty sabbatical leaves. All of such funding for faculty sabbatical leaves shall be utilized in the awarding of sabbatical leaves to the faculty for the respective academic year. If after granting two (2) sabbatical leaves to faculty members, the remaining funds available are insufficient for full funding of additional

sabbatical leaves, the successive faculty applicants considered by the Board of Trustees shall have the option of accepting a sabbatical leave with less than full funding, limited to the balance of the funds available. Under no circumstances shall any unused balance of the funds available for faculty sabbatical leaves be retained or carried forward to any additional contract year.

ARTICLE XIII

REDUCTION IN FORCE

- A. Faculty members who are laid off for economic reasons will be notified of faculty positions within their teaching competence for a two (2) year period after such economic reduction in force. Notice of recall to teaching shall be addressed by certified mail, return receipt requested, to the faculty member's last address appearing in records of the College. Within five (5) days, (excluding weekends and holidays), from receipt of such notice of recall, or return of the mail as being undelivered, the faculty member shall notify the Dean of Instruction in writing whether or not the faculty member desires to return to the work involved in the recall. Failure to reply or indication of no desire to return to work forfeits all seniority and all rights to recall. A faculty member desiring to return shall report for such work within fifteen (15) days from the date the recall notice was received or within such period of time as set forth in a written extension of time designated by the Dean of Instruction or his designee. Failure to report to work shall forfeit all seniority and all rights to recall.
- B. The Association will be notified at least sixty (60) days prior to implementation of a lay-off for economic reasons. Upon written request by the Association, representatives of the College will meet and discuss with representatives of the Association at least thirty (30) days prior to such implementation.
- C. Seniority shall not be accumulated during the lay-off period.

 Upon recall, the faculty member shall have his accumulated seniority to the date of lay-off.
- D. For purposes of determining eligibility for fringe benefits, a faculty member's total length of service within the College shall be utilized.

ARTICLE XIII continued:

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

ARTICLE XIV

INSURANCE

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

ARTICLE XV

SALARY

Salary Guide Α.

Attached to this Agreement are Exhibit B, the Salary Guide applicable for the 1975-76 academic year, and Exhibit C, the Salary Guide applicable for the 1976-77 academic year. For those faculty members employed prior to September 1, 1975, the method of determining the appropriate step placement within the rank and grade for which they are eligible for 1975-76 is set forth in the Memorandum of Understanding reached between the College and the Association which limits the placement adjustment (breakage) for such year to \$200.00. Faculty members employed on or subsequent to September 1, 1975, shall be placed on the 1975-76 Salary Guide (Exhibit B) in the rank and grade for which they are eligible, at the next highest step to their current salary; provided, however, that such placement adjustment to guide shall be limited to a maximum in 1975-76 of \$200.00. As of September 1, 1976, except for faculty members who have been employed by the College for less than one semester, all faculty members shall receive an annual increment by moving up one step on the salary guide, and having so advanced to the next step, such faculty members will then be transferred at the same step to the 1976-77 salary guide (Exhibit C). In addition, the balance of any placement adjustment (breakage) shall be paid in 1976-77 so that all faculty members will be on guide at that time.

Payment of Salary

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

ARTICLE XV continued:

tribution of salary checks due to causes beyond the control of the College.

C. Legal Limitations or Impositions

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

D. Withholding Increments

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

E. <u>Initial Placement on Guide</u>

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

- 1. Lecturer: The classification of Lecturer is intended to accommodate special situations whereby benefit may accrue to the College and its educational program. The qualifications for the rank of Lecturer include the capacity to make a special contribution in a literary, scientific or technological field which is not within the scope of recognized graduate study.
- 2. Instructional Assistant: The Instructional Assistant is hired to provide assistance in teaching, laboratory, and clinical areas. The Instructional Assistant acts under the supervision of the department chairperson and will not perform the duties of the full-time faculty. The associate degree is the minimum

ARTICLE XV continued:

qualification.

F. Annual Increment

Subject to sub-paragraph D, upon completion of each academic year of employment, each faculty member will move up one step on the salary guide. Annual increments begin on September 1 of each year. For faculty members hired after September 1, an increment shall be credited for one semester or more experience. Less than one semester's experience shall not be credited.

G. Increment for Promotion in Rank

Effective September 1, 1976, any faculty member granted promotion in rank will, in addition to the annual step increment, receive an additional \$540.00 step increment for promotion in rank.

H. Promotion in Grade

Promotions in grade will only be made at the commencement of a semester. Faculty members who wish to be considered for a promotion in grade must submit to the Dean of Instruction evidence of eligibility sixty days in advance of the beginning of a semester. For purposes of determining eligibility for promotion in grade, only those credits relevant to the faculty member's area of discipline or credits earned in a formal graduate program related to his/her teaching responsibilities will be considered.

ARTICLE XVI

NEGOTIATIONS

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

ARTICLE XVII

AMENDMENT OF AGREEMENT

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

ARTICLE XVIII

SEPARABILITY AND SAVINGS

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

ARTICLE XIX

ACADEMIC FREEDOM

- A. It is the policy of the College to maintain and encourage within the law freedom of inquiry, teaching, publishing and research. The exercise of this freedom extends to the faculty member's classroom discussion of the course and inquiries which relate thereto. A faculty member may not claim as his/her right the privilege of discussing in the classroom controversial matters which have no relationship to the course subject.
- B. Faculty members acting as advisors to student organizations or participating in College-sponsored lecture programs or symposia are assured the same academic freedom which they enjoy in the classroom.
- C. In the role of citizen, a faculty member has the same freedom as other citizens. However, in making extramural remarks, a faculty member has the obligation to indicate that he/she is not a spokesman for the College.

ARTICLE XX

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board of Trustees hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the rights, responsibilities and authority of the Board under National, State,

 County or Local laws.

 D. The College
- D. The College shall be responsible for acquainting its administra-

ARTICLE XXI

NON-DISCRIMINATION

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee of the Board covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations, or to refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage or deprive or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his membership or non-membership in the Association, or his participation or non-participation in any activities of the Association.
 - B. Neither the Board nor the Association shall discriminate against any employee because of race, creed, color, age, sex or national origin, or marital status.

ARTICLE XXII

FULLY BARGAINED PROVISIONS

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

ARTICLE XXIII

DEDUCTIONS FROM SALARY

- A. The College agrees to deduct from the salaries of its employees dues which said employees individually and voluntarily authorize the College to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9e. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Association. Employee authorizations shall be in writing and such authorizations shall continue in accordance with law until a notice of withdrawal is filed by the employee.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the College written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the College shall be to remit to the Association the total deductions.
- C. The Association will provide the initial necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the President, or his designee. Upon the College compliance with the provisions of Chapter 233, the Association shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon salary deduction authorization cards submitted by the Association to the College.

ARTICLE XXIV

DURATION OF AGREEMENT

A. This agreement shall be in effect from September 1, 1975, and shall remain in full force and effect through August 31, 1977.

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

COUNTY COLLEGE OF MORRIS

Oliver E. Sheffield, Chairman Board of Trustees

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

By Stu M., John W. Keeler, President

EXHIBIT "A"

			TT	
	EXHIBIT "A"	Step	11	
	STATEMENT OF GRIEVANCE OR APPEAL		III	
	(attach supplemental pages as necessary	y)		
	(attach supplemented i			
	Statement of Facts out of which Grievance arises:			
1.	Statement of Idoo			
	Identification of the Grievant(s):			
2.	Individual			
	Individual			
	Group			
	Allo Provisions of Agreement:			
3.	Appitem			
	11od*			
4.	. Identification of Witnesses to be called:	_		
4.	Name of Witness	-		
	Name 0-			
	5. Relief requested:			
	5. Relief requester			

Date Moved

2	Group Applicable Provisions	of Agreement:			
3.	Appircus				
4.	Identification of Wi	tnesses to be c	alled	Relevance	
	Name of Wi				
5.					
6		- Decisions:			
Ü	. Summary of Previou				
	Rationale:				
	Step III Relief:				
	Step III Relief:				
	•				
	Rationale:				-

Exhibit B - Page 1

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1975-76

RANK: INSTRUCTIONAL ASSISTANT

	AA	BA	BA +30	<u>MA</u>
1	\$ 8,704	\$ 8,904	\$ 9,004	\$ 9,204
2	9,244	9,444	9,544	9,744
3	9,784	9,984	10,084	10,284
4	10,324	10,524	10,624	10,824
5	10,864	11,064	11,164	11,364

Overload Rate: \$210.00

Exhibit B-Page 2

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1975-76

RANK: INSTRUCTOR

	<u>BA</u>	BA +30	MA	MA +30	MA +60	PhD
1	\$ 9,892	\$ 9,992	\$ 10,192	\$ 10,292	\$ 10,392	\$ 10,592
2	10,432	10,532	10,732	10,832	10,932	11,132
3	10,972	11,072	11,272	11,372	11,472	11,672
4	11,512	11,612	11,812	11,912	12,012	12,212
5	12,052	12,152	12,352	12,452	12,552	12,752
6	12,592	12,692	12,892	12,992	13,092	13,292
7	13,132	13,232	13,432	13,532	13,632	13,832
8	13,672	13,772	13,972	14,072	14,172	14,372
9	14,212	14,312	14,512	14,612	14,712	14,912
10	14,752	14,852	15,052	15,152	15,252	15,452

Overload Rate: \$240.00

Exhibit B-Page 3

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1975-76

RANK: ASSISTANT PROFESSOR

ADSISTANT PROFESSOR						
-	BA	BA +30	<u>MA</u>	MA +30	MA 160	
1	\$ 11,512	\$ 11,612	\$ 11,812		MA +60	PhD
2	12,052	12,152		\$ 11,912	\$ 12,012	\$ 12,212
3	12,592		12,352	12,452	12,552	12,752
4		12,692	12,892	12,992	13,092	13,292
	13,132	13,232	13,432	13,532		-
5	13,672	13,772	13,972		13,632	13,832
6	14,212	14,312		14,072	14,172	14,372
7	14,752		14,512	14,612	14,712	14,912
8		14,852	15,052	15,152	15,252	15,452
	15,292	15,392	15,592	15,692	-	-
9	15,832	15,932	16,132		15,792	15,992
0	16,372	16,472		16,232	16,332	16,532
1	16,912		16,672	16,772	16,872	17,072
2		17,012	17,212	17,312	17,412	17 610
-	17,452	17,552	17,752	17,852		17,612
i .	17,992	18,092	18,292		17,952	18,152
			10,292	18,392	18,492	18,692

erload Rate: \$260.00

Exhibit B-Page 4

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1975-76

RANK: ASSOCIATE PROFESSOR

			364	MA +30	MA +60	PhD
Step	BA	BA +30	<u>MA</u>			14,912
1	\$ 14,212	\$ 14,312	\$ 14,512	\$ 14,612	, ,	
2	14,752	14,852	15,052	15,152	15,252	15,452
2		15 207	15,592	15,692	15,792	15,992
3	15,292	15,392			16,332	16,532
4	15,832	15,932	16,132	16,232	,	-
5	16,372	16,472	16,672	16,772	16,872	17,072
5	•	17 012	17,212	17,312	17,412	17,612
6	16,912	17,012	-	17 059	17,952	18,152
7	17,452	17,552	17,752	17,852		
8	17,992	18,092	18,292	18,392	18,492	18,692
ŏ	•	10 (22	18,832	18,932	19,032	19,232
9	18,532	18,632	·	10 /72	19,572	19,772
10	19,072	19,172	19,372	19,472		
	19,612	19,712	19,912	20,012	20,112	20,312
11	•	00.357	20,452	20,552	20,652	20,852
12	20,152	20,252			21,192	21,392
13	20,692	20,792	20,992	21,092	-	•
	21,232	21,332	21,532	21,632	21,732	21,932
14			22,072	22,172	22,272	22,472
1.5	21,772	21,872	22,012			

Overload Rate: \$280.00

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1975-76

RANK: PROFESSOR

	BA	BA +30	<u>MA</u>	MA +30	MA +60	<u>PhD</u>
1	\$ 17,452	\$ 17,552	\$ 17,752	\$ 17,852	\$ 17,952	\$ 18,152
2	17,992	18,092	18,292	18,392	18,492	18,692
3	18,532	18,632	18,832	18,932	19,032	19,232
4	19,072	19,172	19,372	19,472	19,572	19,772
5	19,612	19,712	19,912	20,012	20,112	20,312
6	20,152	20,252	20,452	20,552	20,652	20,852
7	20,692	20,792	20,992	21,092	21,192	21,392
8	21,232	21,332	21,532	21,632	21,732	21,932
9	21,772	21,872	22,072	22,172	22,272	22,472
10	22,312	22,412	22,612	22,712	22,812	23,012
11.	22,852	22,952	23,152	23,252	23,352	23,552
12	23,392	23,492	23,692	23,792	23,892	24,092
13	23,932	24,032	24,232	24,332	24,432	24,632
14	24,472	24,572	24,772	24,872	24,972	25,172
15	25,012	25,112	25,312	25,412	25,512	25,712

Overload Rate: \$300.00

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1**9**76-77

RANK: INSTRUCTIONAL ASSISTANT

	AA	<u>BA</u>	BA +30	<u>MA</u>
1	\$ 9,304	\$ 9,504	\$ 9,604	\$ 9,804
2	9,844	10,044	10,144	10,344
3	10,384	10,584	10,684	10,884
4	10,924	11,124	11,224	11,424
5	11,464	11,664	11,764	11,964

Overload Rate: \$220.00

Exhibit C -Page 2

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1976-77

RANK: INSTRUCTOR

	<u>BA</u>	BA +30	<u>MA</u>	MA +30	MA +60	Phd
1	\$ 10,492	\$ 10,592	\$ 10,792	\$ 10,892	\$ 10,992	\$ 11,192
2	11,032	11,132	11,332	11,432	11,532	11,732
3	11,572	11,672	11,872	11,972	12,072	12,272
4	12,112	12,212	12,412	12,512	12,612	12,812
5	12,652	12,752	12,952	13,052	13,152	13,352
6	13,192	13,292	13,492	13,592	13,692	13,892
7	13,732	13,832	14,032	14,132	14,232	14,432
8	14,272	14,372	14,572	14,672	14,772	14,972
9	14,812	14,912	15,112	15,212	15,312	15,512
10	15,352	15,452	15,652	15,752	15,852	16,052

Overload Rate: \$250.00

Exhibit C-Page 3

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1976-77

RANK: ASSISTANT PROFESSOR

	<u>BA</u>	BA +30	MA	MA +30	MA +60	PhD
1	\$ 12,112	\$ 12,212	\$ 12,412	\$ 12,512	\$ 12,612	\$ 12,812
2	12,652	12,752	12,952	13,052	13,152	13,352
3	13,192	13,292	13,492	13,592	13,692	13,892
4	13,732	13,832	14,032	14,132	14,232	14,432
5	14,272	14,372	14,572	14,672	14,772	14,972
6	14,812	14,912	15,112	15,212	15,312	15,512
7	15,352	15,452	15,652	15,752	15,852	16,052
8	15,892	15,992	16,192	16,292	16,392	16,592
9	16,432	16,532	16,732	16,832	16,932	17,132
10	16,972	17,072	17,272	17,372	17,472	17,672
11	17,512	17,612	17,812	17,912	18,012	18,212
12	18,052	18,152	18,352	18,452	18,552	18,752
13	18,592	18,692	18,892	18,992	19,092	19,292

Overload Rate: \$270.00

COUNTY COLLEGE OF MORRIS

FACULTY SALARY GUIDE

1976-77

RANK: ASSOCIATE PROFESSOR

	<u>BA</u>	BA +30	<u>MA</u>	MA +30	MA +60	<u>PhD</u>
1	\$ 14,812	\$ 14,912	\$ 15,112	\$ 15,212	\$ 15,312	\$ 15,512
2	15,352	15,452	15,632	15,752	15,852	16,052
3	15,892	15,992	16,192	16,292	16,392	16,592
4	16 - 432	16,532	16,732	16,832	16,932	17,132
5	16,972	17,072	17,272	17,372	17,472	17,672
6	17,512	17,612	17,812	17,912	18,012	18,212
7	18,052	18,152	18,352	18,452	18,552	18,752
8	18,592	18,692	18,892	18,992	19,092	19,292
9	19,132	19,232	19,432	19,532	19,632	19,832
10	19,672	19,772	19,972	20,072	20,172	20,372
11	20,212	20,312	20,512	20,612	20,712	20,912
12	20,752	20,852	21,052	21,152	21,252	21,452
13	21,292	21,392	21,592	21,692	21,792	21,992
14	21,832	21,932	22,132	22,232	22,332	22,532
15	22,372	22,472	22,672	22,772	22,872	23,072

Overload Rate: \$290.00

Exhibit C -Page 5

COUNTY COLLEGE OF MORRIS

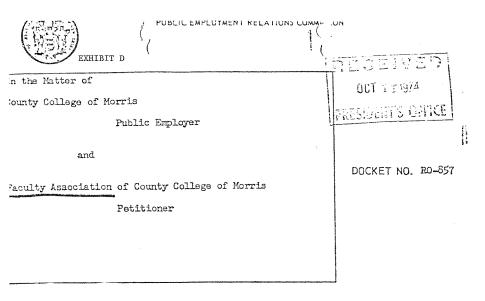
FACULTY SALARY GUIDE

1976-77

RANK: PROFESSOR

	BA	BA +30	<u>MA</u>	MA +30	MA +60	PhD
1	\$ 18,052	\$ 18,152	\$ 18,352	\$ 18,452	\$ 18,552	\$ 18,752
2	18,592	18,692	18,892	18,992	19,092	19 ,2 92
3	19,132	19,232	19,432	19,532	19,632	19,832
4	19,672	19,772	19,972	20,072	20,172	20,372
5	20,212	20,312	20,512	20,612	20,712	20,912
6	20,752	20,852	21,052	21,152	21,252	21,452
7	21,292	21,392	21,592	21,692	21,792	21,992
8	21,832	21,932	22,132	22,232	22,332	22,532
9	22,372	22,472	22,672	22,772	22,872	23,072
10	22,912	23,012	23,212	23,312	23,412	23,612
11	23,452	23,552	23,752	23,852	23,952	24,152
12	23,992	24,092	24,292	24,392	24,492	24,692
13	24,532	24,632	24,832	24,932	25,032	25,232
14	25,072	25,172	25,372	25,472	25,572	25,772
15	25,612	25,712	25,912	26,012	26,112	26,312

Overload Rate: \$310.00



CERTIFICATION OF REPRESENTATIVE

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

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

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

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

DATED October , 1974

Trenton, New Jersey

JBT:paw

Attachment:

In the Matter of

County College of Morris

and

Docket No. RO-857

Faculty Association of County College of Morris

Service on the following:

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

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

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

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

