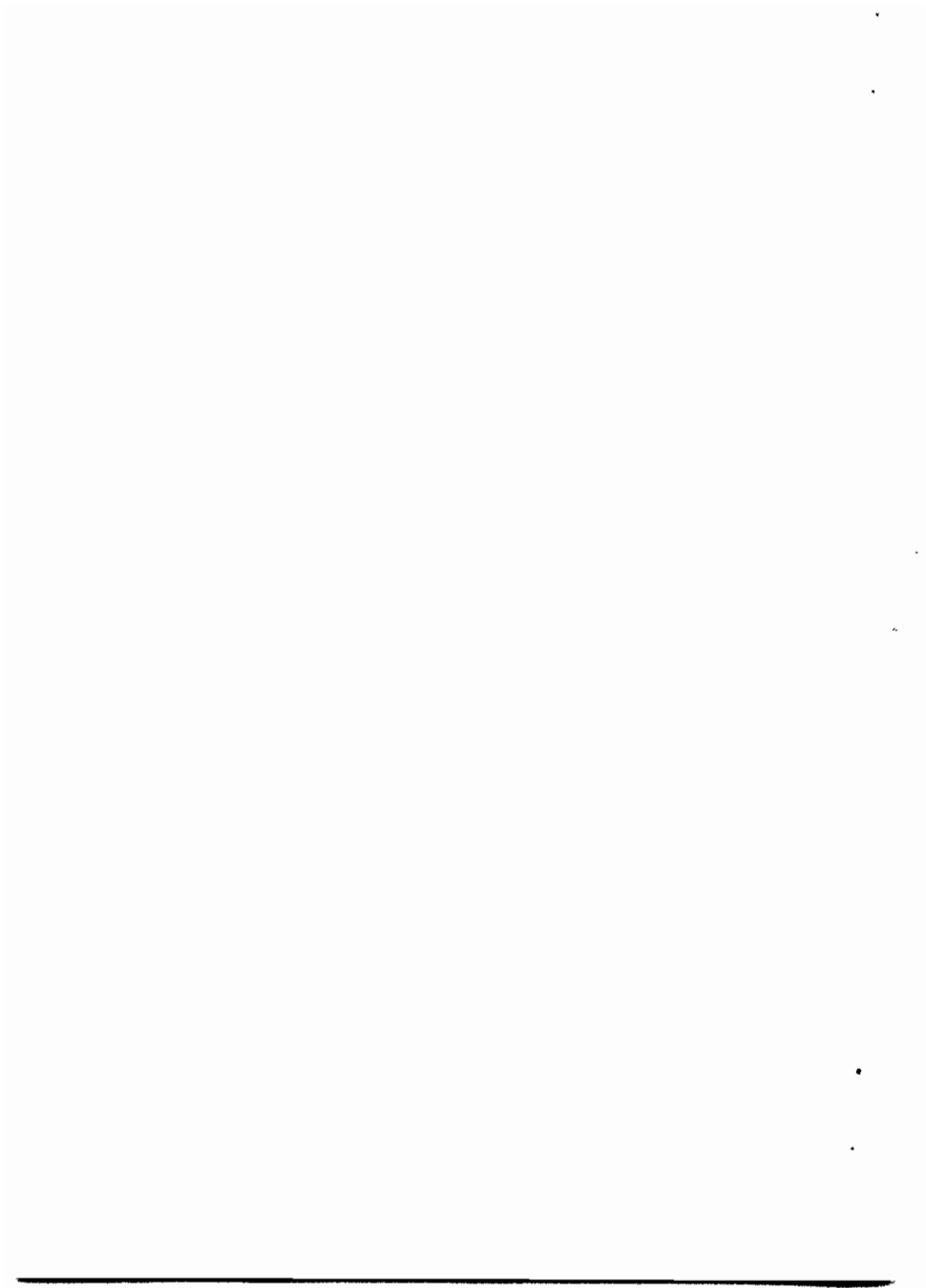


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## **AGREEMENT**

This Agreement made as of the 22nd day of February, 1974, by and between the State of New Jersey (herein called the STATE) and the Council of New Jersey State College Locals, NJSFT, AFT, AFL-CIO (herein called the UNION).

Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing NOW THEREFORE, it is mutually agreed as follows:

## **PREAMBLE**

The STATE, the New Jersey Department of Higher Education (herein called the Department) and the UNION enter into this Agreement with the expectation that its implementation will enhance the ability of the State Colleges of New Jersey to serve their constituents.

The parties recognize that it is the responsibility of these colleges to provide their students a quality educational program, to broaden the horizons of knowledge through research and to make available their resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

## **ARTICLE I**

### **RECOGNITION AND DEFINITION OF TERMS**

**A.** The STATE, by the Office of Employee Relations in the Governor's Office and the Department hereby recognizes the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing all eight State Colleges, the composition of which is described as follows:

Included:

1. Full-time teaching and/or research faculty
2. Department Chairpersons
3. Administrative staff (non-managerial)
4. Librarians
5. Student Personnel staff
6. Demonstration teachers
- \*7. Teacher — A. Harry Moore School
8. Professional Academic Support Personnel (holding faculty rank)

Excluded:

1. College President and Vice President
2. Deans, Associate and Assistant Deans and other Managerial Executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, Food Service, etc. staff
6. Adjunct and part-time professional staff
7. Graduate Assistants
8. All others

\*See Appendix – A. Harry Moore School

**B. Definition of Terms**

Unless otherwise indicated the following when used herein shall mean:

1. "employees" refers to employees in the certified negotiating unit described in A above.
2. "faculty" or "faculty members" refers to all "full-time" teaching and/or research faculty as described in A. 1. (inclusions) above.
3. "college" refers to the State Colleges covered herein.
4. "Local UNION" refers to the constituent local of the UNION at a college.
5. "Multi-year Contract" refers to such contracts authorized under N.J.S. 18A:60-6 *et seq.* (paragraph 9 of Assembly Bill No. A. 328)

**ARTICLE II**

**NON-DISCRIMINATION**

The STATE and the UNION agree that the provisions of this agreement shall apply equally to all employees and that there shall be no intimidation, interference, or discrimination because of age, sex, marital status, race, color, creed or national origin or political activity, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

**ARTICLE III**

**NO STRIKE OR LOCKOUT**

The UNION agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The STATE agrees that it will refrain from locking out its employees or from any threat thereof.

## ARTICLE IV

### CONTINUING CONSULTATION

**A.** The UNION and the STATE shall upon the request of either party establish meetings during the third week of April, October, and January for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

**B.** The local union on each campus and the President as chief executive officer of the college or his or her designee(s) and as representative(s) of the BOARD OF TRUSTEES shall upon the request of either party establish meetings during the first week of April, October, and January, for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

**C.** The requests of either party for such meetings shall include an agenda of topics to be discussed and be submitted seven days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

**D.** Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

## ARTICLE V

### ACADEMIC FREEDOM

**A.** Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research, and shall not be abridged or abused. Academic freedom does not relieve the employee of those duties and obligations which are inherent in the employer-employee relationship.

**B.** Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights. Both parties to this agreement subscribe to the following principles of academic freedom:

1. Employees are entitled to full freedom in research and in the publication of results.
2. An employee is entitled to freedom in the classroom in discussing his or her subject.

3. Employees are citizens and members of a learned profession. When the employee speaks or writes as a citizen, he is free from institutional censorship or discipline, but should not represent himself as a spokesman for the institution.

## ARTICLE VI

### DUES DEDUCTION

The STATE agrees to deduct from the salaries of all employees, dues for the appropriate local union named below, as individual employees may voluntarily authorize as provided in Chapter 310, P.L. 1967 the STATE to make such deductions and where such authorization is properly presented to the STATE and providing that no other deduction authorization is currently in effect.

Glassboro State College	Local 2373
Jersey City State College	Local 1839
Montclair State College	Local 1904
Kean College of New Jersey	Local 2187
Wm. Paterson College of New Jersey	Local 1796
Ramapo College of New Jersey	Local 2274
Stockton State College	Local 2275
Trenton State College	Local 2364

The deduction will be made in equal amounts bi-weekly pursuant to Chapter 310, New Jersey Public Law of 1967, NJS52:14-15. 9E as amended, beginning the first payroll period after receipt of the authorization card.

Said monies will be transmitted by the 15th of the month following the month in which deductions were made, to the designated local union treasurer.

Each of the above local unions shall certify to the State in writing the current rate of its membership dues.

## ARTICLE VII

### GRIEVANCE PROCEDURE

#### A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary information, material and documents concerning any grievance shall be provided by the UNION and the STATE upon written request to the other.

## APPENDIX

This Appendix applies to the teaching staff of the A. Harry Moore School of Jersey City State College. Specifically included herein are the titles Demonstration Teacher and Teacher—A. Harry Moore School (the latter title shall include the previous titles Teacher I and II and Instructor I and II). Unless otherwise specified the term "employee" as used herein applies to Demonstration Teachers and Teacher—A. Harry Moore School. Where practicable this Appendix shall also apply to individuals serving in the payroll title Demonstration Teacher at other State Colleges.

1. The following are the minimum qualifications for rank:

### A. Demonstration Teacher

1. New Jersey Certification in Special Education and a master's degree and two years teaching experience in special education or a bachelor's degree and five years teaching experience in special education.

OR

2. A master's degree and two years teaching experience in a specialized vocational area or a master's degree and two years appropriate experience in a specialized vocational area, or a bachelor's degree and five years teaching experience in a specialized vocational area or a bachelor's degree and five years appropriate experience in a specialized vocational area.

OR

3. Possession of appropriate credentials in such fields as, but not limited to, occupational therapy, physical therapy and learning disabilities and a master's degree and two years experience in an appropriate field or a bachelor's degree and five years experience in an appropriate field.

### B. Teacher—A. Harry Moore School

1. New Jersey Certification in Special Education and a bachelor's degree.

OR

2. A bachelor's degree and proficiency in a specialized vocational area or possession of appropriate credentials in such fields as, but not limited to, occupational therapy, physical therapy and learning disabilities. In exceptional cases, individuals may present qualifications as to education and experience that are adjudged to be the equivalent of the above qualifications, although not corresponding to them to the letter.

In such cases, the UNION shall have the right to appoint one employee member to the Faculty Affairs Committee. The Faculty Affairs Committee shall review the qualifications of all exceptional cases and the recommendations of this committee shall be forwarded to the president prior to the

*Frank Mason*  
*H. Edward Stern*  
*James A. Shickin*  
*Robert Brown*  
*Richard J. Malloy*  
*Robert A. Kelly*  
*Ed. Timony*

L.S. *Mark Antonis Vaccarella*  
 Marcoantonio Lacatena  
 Acting President  
 Council of New Jersey State  
 College Locals  
 THE COUNCIL OF NEW JERSEY STATE  
 COLLEGE LOCALS, NJSFT-AFT/AFL-CIO

L.S. *Frank Mason*  
 Frank Mason, Director  
 Governor's Office of  
 Employee Relations  
 THE STATE OF NEW JERSEY

Date: February 22, 1974

Date: February 22, 1974

This agreement shall remain in full force and effect from February 22, 1974 until June 30, 1976. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given the other party in writing by registered mail no later than September 1, 1975, or September 1, of any succeeding year for which this Agreement is automatically renewed. Any notice transmitted pursuant to this provision shall be sent to the State addressed to "Director, Office of Employee Relations, 134 West State Street, Trenton, New Jersey" and the UNION addressed to President, Council of New Jersey State College Locals, NJSFT-AFT/AFL-CIO, 1461 Morris Avenue, Union, New Jersey 07083.

In witness whereof, the parties hereto have executed this Agreement.

**DURATION AND TERMINATION**

**ARTICLE XXXIV**



Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

Within thirty (30) days of the execution of this agreement the parties shall mutually agree upon a panel of three arbitrators. Each member of the panel shall serve in turn as the sole arbitrator for a given case. Where a member of the panel is unable to serve, the next member in sequence shall then serve. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel.

**E.** 1. Matters pertaining to promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, or denial of academic freedom in violation of Article V, or violation of promotion or reappointment procedure specified in Articles XIV and XII, or applicable written college procedures (except as provided in E.3. below). In all such cases the burden of proof shall be upon the grievant. In no case may an arbitrator recommend promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved college for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process.

2. The discharge or suspension of employees during the term of one-year appointment or reappointment shall be grievable and in the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the college.

3. Employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. The arbitrator may direct the withdrawal of the notice of non-renewal or other appropriate remedy.

**F.** Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this agreement.

**G. Time Limits**

1. A grievance must be filed at step one within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. In the event that the time limitations imposed under steps one and two above, as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to the next highest step.

3. Should an employee be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he or she may submit his or her grievance to the next step within seven (7) calendar days to step two and within ten (10) calendar days to step three.

4. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, such grievance may be initiated at, or moved to, step two or three without a hearing at a lower step.

5. Where a grievance directly concerns and is shared by more than one employee, such group grievance may properly be initiated at step two, if such step is the first level of supervision common to the several grievants.

6. Claims of violation of procedure by any promotion or retention committee must have been reported to the president of the college by the individual grievant within seven (7) days from the date on which such claimed violation took place or seven (7) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such seven (7) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section G. 1. above except that payroll errors and related matters shall be corrected to date of error.

8. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

**H.** Nothing in this Article shall be construed as compelling the UNION to submit a grievance to arbitration.

**I.** No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

**J.** Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

**K.** All grievances shall be filed on appropriate forms which shall be made available to each member of the negotiating unit through the Personnel and Union offices on each campus. The STATE and the UNION shall agree upon an appropriate grievance form.

## **ARTICLE VIII**

### **UNION EMPLOYER INFORMATION EXCHANGE**

**A.** The UNION agrees to furnish to the Department a complete list of all

officers and representatives of the UNION, including titles, addresses and designation of responsibility, and to keep such list current. The UNION will also provide copies of its constitution and by-laws or other governing articles, and to keep these current.

**B.** The Department agrees to furnish to the UNION a complete list of all professional Department employees, including titles, and to keep such list current. The Department further agrees to furnish to the UNION the names and addresses of all members of the Board of Higher Education and all individual college Boards of Trustees falling within lawful jurisdiction of the Department, and to keep this list current.

**C.** The STATE, the Department, and College Administrations agree to furnish to the UNION, in response to written requests and within a reasonable time, information which is relevant and necessary to the processing of any grievance or complaint, or to the negotiating of subsequent agreements; and to furnish a semi-annual register of personnel covered by this agreement with their addresses; and to furnish all publicly available information including; published agendas and minutes of the Board of Higher Education and Boards of Trustees proceedings, published texts of resolutions and special reports affecting higher education; budgets and such other relevant publicly available information that shall assist the UNION in developing intelligent, accurate, informed, and constructive programs.

## **ARTICLE IX**

### **UNION-BOARD RELATIONS**

**A.** 1. The UNION shall be supplied a copy of the tentative agenda of all Board of Higher Education and College Boards of Trustees meetings one week prior to the date for such meetings. Upon request of the UNION, a responsible administrative officer of the Department of Higher Education or the College shall be available to discuss agenda items at a mutually agreeable time prior to such meetings.

2. A copy of the adopted minutes of public meetings of the Board of Higher Education and the Boards of Trustees and resolutions adopted at such meetings, including any documents incorporated by reference in such resolutions, shall be forwarded to the UNION within a week of adoption.

**B.** The UNION shall have the right through its local unions to designate a representative from each college, plus one additional person, to participate in public budget hearings conducted by the Board of Higher Education, by any committee of the Board of Higher Education or by the Department, concerning such college, and to designate a local union representative, plus one additional person to participate in public budget hearings con-

ducted by the Board of Trustees or any committee of the Board of Trustees of that college.

**C.** The UNION shall have the right to speak at all public sessions of the Board and local Boards of Trustees. A request for an allocation of time on the agenda will be processed in advance and consistent with procedures of the Boards. The UNION will be permitted to speak on any issue raised by a Board but not on the Agenda. Allocation of time to speak shall be prior to final action by vote of a board on the substantive issue under consideration. The UNION may raise an issue of an emergent nature provided it occurred subsequent to the time allowed for submission for placement on the agenda. In such an event the UNION shall be permitted to identify the issue which the Board shall receive as introduced and either accept as current business, or consider for future action.

**D.** The UNION shall have the right to appoint one employee representative to each college-wide committee of each state college, said representative being selected by a procedure established and administered by the UNION, consistent with the purposes of each of said committees and with any term of office uniformly designated for other committee members.

**E.** 1. The UNION shall have the right to appoint one employee representative to each "Master Plan" advisory committee. Such employee shall be selected by a procedure established and administered by the UNION, consistent with the purposes of each of said committees and with any term of office uniformly designated for other committee members.

2. The Department and the Colleges shall keep the UNION advised of any advisory committees which are set up to study aspects of higher education in New Jersey and of the purposes of such committees. Where any such committee includes unit employees, the UNION shall also have the right to appoint one employee representative. Said nominees shall be selected by a procedure established and administered by the UNION consistent with the purposes of such committees.

**F.** Except for representatives designated by the UNION, employees serving on committees of the Department of Higher Education or the Colleges, dealing with terms and conditions of employment, shall not be considered to be representatives of the UNION nor shall their views be construed to represent the views of the negotiating unit. This provision shall not be construed to limit the other functions of persons serving on such committees as a result of the operation of the governance process at any College.

## ARTICLE X

### UNION RIGHTS

**A.** The administration shall permit representatives of the UNION to transact official business on College campuses provided that this shall not interfere with or interrupt normal college operations.

#### **B. Bulletin Boards**

The UNION shall have the right to post UNION notices on College bulletin boards used for general purposes and/or those normally used to post notices to employees. The posting area on each bulletin board shall include up to fifty per cent (50%) of the bulletin board but not to exceed ten square feet.

#### **C. Distribution of Materials**

The UNION shall have the right to use inter-office mail facilities.

#### **D. Space and Facilities**

It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the college. The administration shall also permit the UNION to use designated College equipment which may include typewriters, duplicating equipment, calculating machines and audio visual equipment at reasonable times when such equipment is not otherwise in use.

The UNION shall pay the actual cost to the College of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

**E.** The Local UNION president or other officer designated by the UNION, shall be provided with a suitable private office on each campus. In addition to the equipment normally provided to employees, this office will have two additional chairs and an additional filing cabinet. Each of these offices will also have a typewriter and a telephone.

**F.** Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences, or meetings, such employees shall suffer no loss in pay or benefits.

**G.** The following UNION representatives shall be granted priority in choice of schedules:

1. President of the CNJSCL
2. Secretary of the CNJSCL

3. Vice President of the CNJSCL
4. Treasurer of the CNJSCL
5. Legislative Representative of the CNJSCL
6. The presidents of each of the State College Locals
7. One UNION representative designated by the UNION on each campus, in those cases where the number of individuals on that campus designated pursuant to 1-6 above is less than two.

In no case shall the number receiving priority in choice of schedule on any campus exceed 3, nor shall more than one representative be selected from any academic department or equivalent unit at any college. The total of individuals included in this section shall not exceed 18.

**H.** The academic calendar at each College shall be prepared in cooperation with the local UNION at such college. Final responsibility for the academic calendar is a matter of academic judgment of each college's administration and board of trustees. The academic calendar established shall not be inconsistent with other provisions of this agreement covering time and conditions of work.

## **ARTICLE XI**

### **EMPLOYEE RIGHTS**

#### **A. Meetings**

Faculty or other employee meetings shall ordinarily be scheduled a week in advance during the normal hours of operation of the college. Special or emergency meetings may be called when required. Any such meetings shall not be scheduled with unreasonable frequency.

**B.** Textbooks and other teaching materials shall be selected by faculty members consistent with the resources, objectives and procedures of the department or equivalent academic unit and the academic program of the College.

**C. 1.** Whenever transportation is required as a part of the duties of an employee, the College shall prescribe the use of a College vehicle or the means of public transportation to be utilized or with the agreement of the individual, the use of his or her private vehicle and will be responsible for indemnification pursuant to appropriation legislation for such sanctioned use. Employees who do not hold a current valid drivers license shall not drive. The State shall reimburse the employee for such use of his private vehicle at the rate of 12 cents per mile or higher rate if such is legislated.

2. Utilization and distribution of monies budgeted to a college department or equivalent academic unit to cover expenses for travel, meals, or

lodging for attendance at professional improvement meetings, workshops, conferences and other approval functions shall be approved by a dean or his or her designee and be consistent with the regulations of the State, the Department and the College. Recommendations for such use shall be initiated by the department or equivalent academic unit or if by an individual employee within the department, the Chairperson shall be notified of the request.

**D.** A faculty member will not be required to teach outside his or her individual competency.

**E. Summer Session contracts**

1. Faculty members shall have priority consideration in appointments to teach regular summer session courses within their individual competency, except in unusual circumstances.

2. Assignments to teach summer session courses shall be voluntary and consistent with normal college procedures. Summer session assignments shall be distributed on an equitable basis.

3. Colleges will send out written summer session assignment agreements to faculty by April 1, which must be returned by April 15. Additional assignments shall be offered as they become available. If an agreement is made to assign a faculty member to teach a summer session course which is canceled, he or she shall have priority consideration for another available teaching or non-teaching assignment within his or her competency.

4. For the purpose of this provision, persons scheduled to commence their initial faculty appointment commencing the academic year following the summer session, shall be considered faculty members.

**F.** The faculty shall be advised by public notice of courses within their individual competency which are being considered for assignment on an overload or adjunct basis. Faculty members shall be permitted a minimum of five calendar days within which to apply to teach such course or courses on an overload basis except in unusual circumstances.

**G. Vacancies**

1. If public notice of a vacancy within the unit is to be made, the College will inform the UNION in advance of such publication.

2. Where an employee applies for an open position, he or she shall be notified of the disposition of his or her application prior to publication of the name of the successful applicant.

**H. Identification Cards**

Employees shall be provided with official identification cards by the College at no cost to the employees.

**I. Food Service**

Employee dining facilities will be clearly designated. Where such facilities do not exist, the local UNION and the College will jointly endeavor to provide such facilities.

**J.** No employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

**K. Library Collections**

There shall be no abridgement of access to library collections for reasons of content or suitability. This paragraph shall not be construed to interfere with sound principles of library management, such as the protection of rare or valuable materials.

Library acquisitions will be made on the basis of educational judgement and budgetary limitations and shall remain free of censorship.

**L.** Where available at the Colleges, parking privileges shall be provided to employees without charge (except at facilities financed by the Educational Facilities Authority). The assignment or location of parking places shall be resolved between the local UNION and the College.

**M.** Where employees are required to attend ceremonial functions such as convocation or graduation, the wearing of academic regalia shall be at the option of the employee.

**N.** Faculty members assigned to teach in intersessions, pre-sessions or summer sessions occurring in the month of June, shall be compensated for such assignments at the appropriate summer session rate, or the overload rate, whichever is higher. For the purposes of such assignments, the limitations on voluntary teaching assignments for extra compensation in Article XII (c) shall not be applicable.

**ARTICLE XII**

**FACULTY RESPONSIBILITIES**

**I.** Institutional responsibilities of the faculty shall include teaching responsibilities and other responsibilities as defined below. The basic academic year teaching load shall be assigned over thirty two weeks of instruction and shall occur during the period of payment which commences September 1 and ends on June 30, and may not exceed such thirty two week period unless otherwise agreed to by the concerned faculty member.



## **II. Teaching Responsibilities**

**A.** The basic academic year teaching load shall be 24 teaching credit hours. All overload shall be voluntary and overload rates shall be paid for all voluntary teaching assignments beyond 24 teaching credit hours. No faculty member may be assigned more than 15 teaching credit hours per semester within load.

**B.** The teaching assignment of a faculty member shall not require more than three different course preparations in any semester.

**C.** In any academic year, voluntary teaching assignments for extra compensation shall not exceed six (6) semester credit hours or 2 courses, whichever is greater for any one faculty member.

**D.** Overload compensation shall be at the rate of two hundred fifty dollars (\$250) per teaching credit.

### **E. Definitions**

1. Student credit hours are defined as: The number of credit hours earned by a student successfully completing a given course.

2. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.

3. Teaching credit hours are defined as:

a. When the number of regularly scheduled average weekly course class hours equals the number of student credit hours, teaching credit hours shall equal student credit hours.

b. When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as "laboratories" or "studios" shall be equated on the basis of 2/3 of a teaching credit hour for each such class hour.

c. When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching credit hours shall not be less than the number of average weekly class hours and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.

d. For every 3 teaching credit hours earned through graduate instruction, the faculty member will be credited with 4 teaching credit hours.

**F.** Faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to independent study, supervision of internships or practice teaching, or assigned to teach regularly scheduled courses for which collegiate credit is not granted, shall receive teaching credit hours for such activities according to the policies and practices currently in force at the respective colleges unless specified otherwise in this agreement.

1. In the event that any college makes an assignment of any activity covered herein for which there is no current practice or policy or intends to change a practice or policy, the college shall notify the local union in writing of such action and upon written request of the local union, the president shall designate an official of the college to consult with the local union concerning the new or changed policy or practice. Such written request must be received by the president within 31 days of the college's written notice to the local union. The consultation shall be completed within 30 days of the local union's written request to the president, unless said time limitation is extended by mutual consent of the parties.

2. In the event that after consultation the local union is of the opinion that the involved policy or practice is unreasonable, the local union, within seven (7) calendar days, may file written notice with the president of intent to submit the dispute to an advisory panel consisting of one employee of the college designated by the local union, a representative of the college designated by the president and a neutral third person mutually chosen by the local union and college designees. The neutral third person shall not be affiliated with any state college but shall be a person familiar with the customs, practices, nature and spirit of the academic community. The panel shall investigate the facts of the dispute and report to the local union and the president on such facts and make recommendations for the resolution of the dispute. The panel shall only investigate and consider the last stated written position of each party made prior to submission of the dispute, and said panel must recommend the acceptance of one of the two positions, without modification.

The president will accept or reject a recommendation in favor of the local union's position within seven (7) calendar days of receipt of the panel's written report and recommendation.

Any costs resulting from this procedure shall be shared equally by the parties.

3. Nothing contained herein shall limit the authority of the college to direct that workload assignments be implemented during the pendency of consultation or advisory panel procedures.

**G.** The specific assignments for student teaching shall be equitable in regard to travel time and distance. Disagreement concerning the teaching credit hour load for supervision of student teachers shall be resolved between the local union and the college.

### **III. Other Responsibilities**

Faculty responsibilities which have been traditionally performed by the faculty and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice. Disagreements concerning their specific nature shall be resolved by the local union and the college. These responsibilities shall be performed within the academic year,

provided that assignments outside the 32 weeks of instruction referred to above, shall not be made individually or collectively on an inequitable basis.

**IV.** The provisions of this Article shall not take effect for assignments made prior to the effective date of this Agreement.

**V.** Responsibilities of the faculty as set forth herein shall not apply to Ramapo College of New Jersey or Stockton State College. Responsibilities of the faculty at these colleges now in effect shall remain in effect, unless altered through subsequent negotiations. In the event the local union desires negotiations on this matter, written demands shall be submitted by the local union to the College, the Director of the Governor's Office of Employee Relations and the Chancellor within thirty days from the effective date of this Agreement and such negotiations shall commence no later than 15 calendar days thereafter. Any agreement resulting from such negotiations shall be incorporated as an Appendix to this Agreement.

### **ARTICLE XIII**

#### **APPOINTMENT AND RETENTION OF EMPLOYEES**

**A.** Appointment and reappointments of employees shall be made by the Board of Trustees of each college upon the recommendations of the President. Appointments and reappointments of employees are subject to the availability of funds and proper recording.

**B.** 1. When a prospective employee is offered initial appointment or reappointment he or she shall be provided with a letter of appointment or reappointment contract. The letter of appointment or reappointment contract shall include:

- a. The name of the employing college
- b. The dates for which the appointment or reappointment is effective
- c. The title of the position
- d. The salary rate
- e. A list of the field or fields in which he or she is expected to teach or work

2. Prospective initial appointees and reappointees shall also be provided with a copy of this agreement and a copy of the local employee handbook, if any.

**C.** Notice of reappointment or non-reappointment of employees governed under the tenure provisions of N.J.S. 18A:60-1, shall be given in writing no later than March 1 of the first and second academic year of service and not later than December 15 of the third academic year of service.

**D.** Notice of reappointment or non-reappointment of employees governed under the tenure and multi-year contract provisions of N.J.S. 18A:60-6, shall be given in writing not later than March 1 of the first and second academic years of service and not later than December 15 of the third, fourth and fifth academic years of service.

**E.** When a faculty member is hired at mid-year (unless it has been made clear at the time the contract was for one semester only) notice of reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 15.

**F.** When an employee, other than a faculty member or any employee appointed with concurrent academic rank, is initially appointed after July 1 but prior to October 1, he or she shall be given notice of reappointment or non-reappointment in writing not later than March 1 of the following calendar year. Such employees appointed on or after October 1, shall be given notice of reappointment or non-reappointment not later than May 1 of the following calendar year.

**G.** A faculty member assigned full-time responsibility for one half of an academic year shall be paid one-half of the academic year salary of the rank and step at which he or she has been hired and be accorded privilege of faculty status.

**H.** Individual letter of appointment and reappointment contracts for employees shall be for periods of one year except for "multi-year contracts" as provided in N.J.S. 18A:60-6, *et seq.* as applied to other than faculty employees. Election of non-tenured department chairpersons shall not convey employment beyond the letter of appointment or reappointment contract in effect.

**I.** In the event an employee serving under a "multi-year contract" is given notice of non-renewal under the terms of N.J.S. 18A:60-6, *et seq.* at the request of the employee the college giving such notice shall provide written reasons for its decision.

**J.** The processes for appointment and reappointment of employees utilized in the college, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The process shall provide for consideration based on criteria appropriate to the college and the work unit. The current and applicable process including a statement of such criteria shall be provided in written form for the understanding of all affected employees. Contemplated changes in these processes shall be presented to the local union, views exchanged and a cooperative effort to resolve differences made prior to the recommendations of the President to the Board of Trustees for action,

except that broad structural changes or major revisions of such procedures are understood to be negotiable between the local union and the college.

The local union may also suggest changes in the process which shall be directed to the President or his or her designee.

**K.** Final recommendations for reappointment of employees governed under the tenure provisions of N.J.S. 18A:60-1, shall be made to the President no later than February 15 of the first and second academic years of service and not later than December 1 of the third year of academic service.

**L.** Final recommendations for reappointment of employees governed under the tenure and multi-year contract provisions of N.J.S. 18A:60-6, *et seq.* shall be made to the President no later than February 15 of the first and second academic years of service, and not later than December 1 of the third, fourth and fifth academic years of service.

**M. Individual letter of appointment or reappointment Contracts**

Any individual letter of appointment or reappointment contract between a College Board of Trustees and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**N.** This Article shall take effect for reappointments and appointments under consideration during the 1974-75 academic year.

## **ARTICLE XIV**

### **PROMOTIONAL PROCEDURE**

1. Faculty members whose qualifications meet or exceed the requirements for a higher academic rank as set forth in Article XV shall be eligible for promotional consideration to that rank.

2. An eligible faculty member may make written application for promotional consideration on or before November first. The application may be accompanied by any substantiating documentation which the individual cares to submit. Nomination of a faculty member for promotional consideration may be made by other than the individual.

3. The process of promotional consideration utilized in the College, if universally applicable, or in the division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees. The process shall provide for consideration based on criteria appropriate to the college and the work unit. The current

and applicable process, including a statement of such criteria, shall be provided in written form for the understanding of all affected faculty members. Contemplated changes in these processes shall be presented to the local union, views exchanged and a cooperative effort to resolve differences made prior to the recommendations of the President to the Board for action, except that broad structural changes or major revisions of such procedures are understood to be negotiable between the local union and the College.

The local union may also suggest changes in the process which shall be directed to the President or his or her designee.

4. At each college the committee charged with the final evaluation of promotion applications will be informed by the President or his or her designee of the number of promotions available at the various ranks for that unit or the college as a whole, and will submit its recommendations to the President or his or her designee. Should the president decide to make a recommendation for promotion to the Board of Trustees which is inconsistent with the recommendation of the final committee, he or she shall provide the committee with his or her reasons for that action.

5. Final recommendations shall be made to the President on or before February first and shall include all pertinent information concerning the applicant.

6. The final recommendations shall be made known to any applicant or nominee in writing within 2 days after submission to the President.

7. A faculty member may initiate a grievance at step two concerning the application based on an allegation that, after timely filing of his or her application, the promotional procedure was violated or that there was a breach of the rights of the faculty member set forth in Article II concerning discrimination or in Article V concerning academic freedom, within seven days after receipt of the final recommendation to the President. Such a claim, if sustained, will result in reprocessing of the application on an expedited basis. A final recommendation in such case shall be made to the President not later than March first.

8. Recommendations of the President to the Board of Trustees and the decisions of the Board shall be delivered in writing to the candidate by March fifteenth.

9. The promotional salary increase shall be at least equivalent to an increment in the salary range from which the faculty member has been promoted and shall be to a step in the range appropriate to the new academic rank effective in the next academic year.

10. This Article shall take effect for promotion consideration during the 1974-75 academic year.

## ARTICLE XV

### QUALIFICATION FOR RANK

**A.** The academic attainment level and professional experiential requirements for academic rank are set forth below. Conditions concerning promotion or appointment to such rank are defined elsewhere in this Agreement.

1. **Instructor:** An earned masters degree or its equivalent from an accredited institution in an appropriate field of study and enrollment in and actively pursuing an accredited terminal degree program in an appropriate field of study.

2. **Assistant Professor:** An earned doctorate or other appropriate terminal degree or its equivalent from an accredited institution in an appropriate field of study or completion of all requirements for the doctorate in an accredited institution except the dissertation.

3. **Associate Professor:** An earned doctorate or other appropriate terminal degree from an accredited institution in an appropriate field of study and five years of professional experience.

4. **Professor:** An earned doctorate or other appropriate terminal degree from an accredited institution in an appropriate field of study and eight years of professional experience.

5. **Distinguished Professor:** As established by the Board of Trustees of each college, this rank is intended to provide for the individual who has demonstrated outstanding scholarship, teaching ability, or distinction in a field.

6. The State recognizes that individuals may present qualifications as to education and experience that their peers will adjudge to be the equivalent of the above qualifications although not corresponding to the letter.

**B.** 1. The requirement of an earned doctorate or other appropriate terminal degree or its equivalent for promotion to the rank of Associate Professor shall not apply to faculty members employed in the colleges prior to September 1, 1968.

2. The requirement of an earned doctorate or other appropriate terminal degree or its equivalent for promotion to the rank of Assistant Professor shall not apply to faculty members employed in the colleges prior to February 22, 1974, nor shall such requirement apply to reappointment of such employees except for a reappointment conferring tenure. This provision shall not prejudice the rights of any employee should the New Jersey Su-

preme Court invalidate the Board of Higher Education's September, 1972 Policies on Tenure in the State Colleges in regard to terminal degree requirements for tenure.

3. The above in no way implies that such affected faculty members will be promoted or reappointed automatically, nor does it place them at the top of any eligibility listing.

4. Faculty members who do not possess an appropriate terminal degree or its equivalent may be offered a reappointment conferring tenure under unusual circumstances when judged by the College's Board of Trustees as being in the best interests of the College.

## **ARTICLE XVI**

### **RESIGNATION, TRANSFERS, RETIREMENT**

#### **A. Resignation**

Employees have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the employee, it is expected that he or she shall continue to serve until the completion of the academic year or for the term of his or her appointment.

#### **B. Transfers**

1. With consent of the presidents and boards of trustees of both colleges, an employee may transfer from one State College to another without loss of employment rights. No employee member may be transferred against his or her will or penalized for refusal to transfer.

2. Under certain circumstances, it may become desirable for budgetary reasons or for the efficient operation of the college, to transfer a tenured faculty member from a 10-month to a 12-month position. Such change shall be made only with the consent of the faculty member.

#### **C. Retirement**

Employees shall be retired no later than June 30 of the college year during which they become seventy years of age, or earlier at their option. Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

## **ARTICLE XVII**

### **CHANGE IN STATUS—LIBRARIANS**

A. 1. Librarians may make written application to the president of the College, or his or her designee, for a one-year change in status from 12 month employment to 10 month employment.



2. Such application shall be made by May 1 of the fiscal year prior to the year in which the change is requested. The President may approve the change in status, at his or her discretion, based upon the needs and work pattern of the library and such approval shall not be unreasonably withheld.

3. In the event the change in status is approved, the employee shall be off the payroll from July 1 to August 31 of the fiscal year following the request. The employee will return to the payroll upon reporting on September 1.

4. Accrued vacation time or sick leave may not be utilized during the period when the employee is off the payroll.

**B.** The scheduled hours for librarians shall not involve split work periods, other than those provided for meals, except as may be required by unanticipated needs or for periods of special activity.

## **ARTICLE XVIII**

### **DEPARTMENT CHAIRPERSONS**

**A.** Department chairpersons shall be elected by the members of the department and appointed by the president and shall serve for a term of 3 academic years, except that those department chairpersons serving as of the date of the execution of this Agreement shall complete their term.

The president may reject an elected individual, in which case the president or his or her designee must deliver his or her reasons, either formally in writing or informally in person, to the department at a meeting called for that purpose. The department will then hold another election as soon as practicable.

Terms of office begin on July 1. Elections occur in the Spring of the preceding academic year and shall normally be completed by April 30. The term of office of department chairpersons who have served 3 or more years since election or appointment shall be considered to be terminated as of June 30, 1974.

**B.** Prior to the election and appointment, the president or his or her designee shall meet with a committee of the department to determine the criteria for selection. In the event individuals from outside the department are to be nominated, the faculty committee and all voting members of the department shall be provided with comprehensive, relevant information regarding those candidates' qualifications.

**C.** The faculty committee referred to above shall consist of five members of the involved department elected by the membership of the department, unless the involved department consists of five or less members, in which case the faculty committee shall consist of all the members of the involved department.

**D.** Nothing contained herein shall be construed to limit the right of a president to appoint an acting department chairperson pending the completion of the procedures set forth.

**E.** Chairpersons of Faculties at William Paterson College of New Jersey shall be elected and appointed under the procedure set forth herein.

**F.** At Stockton State College the practice of electing program coordinators shall be retained unchanged.

## **ARTICLE XIX**

### **MAINTENANCE OF BENEFITS**

The fringe benefits heretofore provided to employees in this negotiating unit, such as the Health Benefit program, Life Insurance, Retirement program and their like, shall remain in effect without diminution during the term of this agreement unless otherwise modified herein.

This Agreement is not intended to diminish the salary now paid to an employee who continues in the employment of the State whose status continues unchanged.

## **ARTICLE XX**

### **SALARY PROGRAM**

July 1, 1974—June 30, 1975

**A.** All salary adjustments will be made consistent with the provisions, practices and policies of the STATE and in accordance with the STATE compensation plan effective at the time.

**B.** Effective July 1, 1974, the salary schedule will be increased by 6%.

**C.** Employees who are in "red circled" positions beyond the upper limit of their current salary range shall receive the 6% increase in B above.

**D.** During the fiscal year July 1, 1974 to June 30, 1975, each employee whose anniversary date falls within said fiscal year will receive a normal increment when earned and where eligible within his or her salary range.

## ARTICLE XXI

### VACATION-SICK LEAVE

**A. Definitions:** Unless otherwise indicated, whenever used in this Article:

1. The term "full year employee" shall mean an employee having a 12-month professional obligation.
2. The term "ten-month employee" (September 1 to June 30) shall mean any employee other than a full year employee.

**B. Vacation Leave:**

1. Full Year Employees:

Full Year employees, other than those serving in the titles of Demonstration Teacher, Teacher—A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, shall accrue one and one-half days of vacation credit for each full month of service from the date of appointment through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which initial appointment occurred, said employees shall accrue 22 days vacation credit.

2. Ten-Month Employees:

Ten-Month employees, other than those serving in the titles of Demonstration Teacher, Teacher—A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor or Distinguished Professor, shall accrue one and one-half days vacation credit for each full month of service from the date of appointment through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which the appointment occurred, said employees shall accrue 18 days vacation credit.

3. General:

- a. For the purpose of vacation credit computation 20 work days within a calendar month shall equal a full month of service.
- b. A maximum of one full year vacation credit may be carried over to the next calendar year with the approval of the president or his or her designee.
- c. Upon termination, employees shall be entitled to unused earned vacation allowance for the current year, prorated upon the number of months worked in the calendar year in which the termination takes place, and any unused earned vacation credit which may have been carried over from the preceding calendar year. In the situation where the employee resigns prior to the completion of the term of his or her appointment or the academic year, such entitlement shall be at the discretion of the president of the college.
- d. In the event an employee dies having earned unused vacation credits, a sum of money equal to such vacation credits shall be calculated and

paid to his or her estate.

e. Use of vacation credit must be approved in advance by the president of the college or his or her designee.

**C.** Employees may on occasion be unavoidably absent because of personal or family illness. An employee who finds it necessary to be absent because of illness should communicate with the president or his or her designated officer as soon as possible.

Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, necessary attendance upon a member of the immediate family who may be seriously ill, or death in the immediate family.

Employees are entitled to one and one-quarter days of sick leave for each completed month of employment for a total of twelve and one-half days annually for ten-month employees, and a total of fifteen days annually for twelve-month employees. All unused sick leave shall be cumulative.

Consideration may be given by the board of trustees to granting sick leave beyond the days accumulated.

## **ARTICLE XXII**

### **HOLIDAYS**

**A.** 1. Employees except those serving in the titles of Demonstration Teacher, Teacher — A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, when required to work on a legal holiday or on a holiday declared by the Governor by proclamation, shall be granted an alternate day off that is consistent with the work pattern of the college.

2. The legal holidays for the purpose of this Agreement are as follows:

New Year's Day

Lincoln's Birthday

Washington's Birthday (3rd Monday in Feb.)

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Election Day

Columbus Day (2nd Monday in October)

Veteran's Day (4th Monday in October)

Thanksgiving Day

Christmas Day

3. In the event any of the above legal holidays fall on a Sunday, they shall be celebrated on the following Monday.

4. Nothing herein shall be construed to limit the right of the college to require employees to work on any of the aforementioned legal or proclaimed holidays.

## ARTICLE XXIII

### LEAVE OF ABSENCE

#### A. Leave of Absence Due to Injury:

Employees who are disabled because of job-related injury or disease may, if it is recommended by the board of trustees and approved by the Civil Service Department, be granted a leave of absence with pay from funds appropriated for this purpose and provided in State regulations.

Any part of the salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of workmen's compensation award under the New Jersey Workmen's Compensation Act for temporary disability.

Such leave may be granted for up to one year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

**B.** 1. Any employee on tenure or a "multi-year contract" may apply for a leave of absence without pay, not to exceed one year. Such leaves may be extended for a period not exceeding one additional year. Application for such leave or extension thereof shall be filed with the president of the college, who will transmit the application with his or her recommendation to a board of trustees, and where necessary to the Department of Civil Service.

2. Probationary employees may apply for leaves of absence without pay, not to exceed six months of the work year being served at the time of the request. Such employees will be eligible for leave of absence without pay, not to exceed six months of the work year next following the year in which the request is made, providing that such employee has received notification of reappointment for such next following work year.

In any event such employees on leave of absence are subject to all reappointment evaluation procedures and must cooperate in such procedures notwithstanding their leave of absence status.

3. Continuation of benefits during the period of any leave of absence without pay are determined under appropriate legislation and rules and regulations implementing such legislation.

4. Leaves of absence without pay may be granted for education, parental need, non-medical maternity or other reasons.

**C.** Leave of absence for military service will be granted in accord with applicable State and Federal Law.

#### **D. Maternity Leave**

A pregnant employee shall be granted earned sick leave with pay pursuant to Article XXI C for such period of time that she is physically unable to perform her work prior to the expected date of confinement and after the actual date of birth. Such utilization of sick leave shall be subject to all requirements and conditions for the use of sick leave. Earned and accumulated vacation time may be utilized if sick leave is exhausted. In addition such employees are eligible for leave of absence without pay pursuant to paragraph B above.

### **ARTICLE XXIV**

#### **SABBATICAL LEAVES**

The State agrees to institute, on an experimental basis, a sabbatical leave program, which will be subject to review during the period of its operation, during the term of this Agreement. In each year of this agreement the State Colleges will be authorized to grant 50 one-year leaves and 50 half-year leaves. These leaves will be apportioned among the Colleges on a basis proportional to the number of faculty members at each college with seven or more years of service.

##### **A. Eligibility – Application – Approval**

1. All faculty members, who as of June 30, prior to the year for which the leave is requested, have completed a period of seven (7) or more years of service, shall be eligible to apply for a sabbatical leave during the 1974-75 or the 1975-76 academic years. Sabbatical leaves are granted no more frequently than once every eight years.

2. (a) Application shall be submitted to the president of the college by no later than April 1, 1974, for leaves during the 1974-1975 academic year and by no later than March 1, 1975, for leaves during the 1975-1976 academic year.

(b) Application may be made for the purpose of pursuing a substantial project designed to yield publishable results and/or enhance competency as a scholar or teacher (these leaves may not be used for work toward an advanced degree).

(c) A committee will be established under the governance structure of each college to review the academic merits of each application and make recommendations to the president. The UNION shall have the right to appoint one employee representative to such committee. The committee shall conduct its review and make its recommendations by no later than May 1, 1974, for leaves during the 1974-1975 academic year and by no later than April 1, 1975, for leaves during the 1975-1976 academic year. The committee may recommend to the President the conversion of allocated full

year leaves to half year leaves on the basis of three full year leaves equivalent to four half-year leaves.

(d) The president shall take into consideration the recommendations of the committee and shall make recommendations for approval or disapproval to the Board of Trustees, and where necessary, to the Department of Civil Service and the Division of Budget and Accounting.

#### **B. Terms of Sabbatical Leave**

1. Half-year leaves shall be at the rate of three quarters salary.
2. Full year leaves shall be at the rate of half salary.
3. The period of the leave shall be credited for increment purposes.

4. An employee on sabbatical leave shall be entitled to the continuation of pension and insurance programs benefits as provided in the applicable plans.

5. Each faculty member accepting a leave must sign a written statement obligating him or her to continue to serve for at least one year after expiration of the term of the leave.

6. Faculty members on such leave are permitted to receive additional compensation in the form of fellowships, government grants, honoraria for purposes related to the leave, in addition to the partial salary from the college, provided that total compensation from all sources does not exceed such faculty members' full salary at the college. The leave may not be used to accept paid employment during the period of the leave.

### **ARTICLE XXV**

#### **TUITION REIMBURSEMENT**

**A.** Employees enrolled in a terminal degree program related to their areas of teaching or work, as approved by the president of the college, may receive tuition reimbursement at a level equivalent to the graduate tuition of the State Colleges or the actual tuition, whichever is less.

**B.** Employees may also be granted tuition reimbursement as described in A above, for graduate study necessary to increase such employees expertise in his or her area of teaching or work as determined by the president.

**C.** Tuition reimbursement under A or B above shall not exceed six credits per year or 30 credits in total.

**D.** In order to receive a commitment for reimbursement the employee must submit a written request to the president prior to enrollment in a course of study, stating the basis for the request for reimbursement. Within twenty (20) calendar days the president or his or her designee will respond in

writing as to whether the college will provide reimbursement. The president or his or her designee will meet with the local union to determine appropriate procedures for submission of the application to an appropriate advisory person or group in the applicant's area of teaching or work.

**E.** In order to secure reimbursement the employee must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the president or his or her designee.

**F.** The course of study may be at any accredited institution other than the college at which the employee is employed.

**G.** The college will cooperate in arranging employees' schedules to allow them to take advantage of the benefits of this program.

## **ARTICLE XXVI**

### **PERSONNEL FILES**

A personnel file shall be maintained for each employee in accordance with the following procedures:

**A.** The college shall place in the file communications indicating special competencies, achievements, research, performance and contributions of an academic, professional or civic nature. An employee may submit to the college such commendations which he or she deems worthy to be included in his or her personnel file.

**B.** All material received from committees, department chairpersons, administrative officers or other responsible sources concerning an employee's competency, service, character, or conduct shall be signed by the originator before being placed in the employee's personnel file. Anonymous communications shall not be placed in the personnel file of any employee with the exception of documents specifically provided for in the evaluation procedure.

**C.** A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure, shall be transmitted to the employee immediately. A copy of other filed items including all items submitted by the employee shall be made available to the employee upon request at the expense of the employee.

**D.** Any item which deals specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the employee and which is to be relied upon in personnel



actions, shall be made available to the employee and a reasonable time provided for response.

**E.** An employee shall be given the opportunity to review the contents of his or her personnel file upon application. The employee shall have the opportunity to acknowledge that any item has been read by signing the file copy. Such signature would not necessarily indicate agreement with its content nor will the absence of such signature be construed to necessarily indicate that the employee had not received or read any item in the personnel file.

**F.** Letters of recommendation relating to initial appointment which were solicited under conditions of confidentiality shall be excluded from the employee's inspection but shall not be used in personnel actions subsequent to full-time employment.

**G.** 1. An employee shall have the right to respond to any document in his or her personnel file. Such response shall be directed to the president of the college, and shall be included in the employee's personnel file, attached to the appropriate document.

2. A representative of the UNION may, with the employee's written authorization, accompany said employee while he or she reviews his or her file.

**H.** Except as indicated in paragraphs E and G. 2. above, access to personnel files shall be limited to those individuals directly involved in the administration, analysis or evaluation of professional personnel.

**I.** Each personnel file shall contain a table of contents, arranged in chronological order, beginning with all entries made on or after the effective date of this Agreement.

**J.** Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the president of the college or his or her designee.

## **ARTICLE XXVII**

### **SAFE CONDITIONS**

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated.

Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

## ARTICLE XXVIII

### LOCAL RESOLUTION OF ISSUES

Issues, which have, in this agreement, been reserved for resolution between the local union and an individual college, shall, when resolved, be in the form of a memorandum of agreement which shall then become the policy of the college.

## ARTICLE XXIX

### AVAILABILITY OF AGREEMENT

Immediately after the signing of this Agreement by both parties, the State will reproduce the Agreement in sufficient quantities so that each employee may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The contract cover will include the seal of the State of New Jersey and the UNION insignia.

## ARTICLE XXX

### MAINTENANCE AND IMPLEMENTATION OF AGREEMENT

**A.** This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to Chapter 303 of the laws of N.J. It is understood that the Governor's Commission referred to in the letter of agreement concerning such matter, will consider the application of this provision to the New Jersey laws concerning higher education.

**B.** 1. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

2. Whenever legislation is necessary to implement this Agreement, the STATE and/or Department shall assume responsibility for seeking the introduction of such legislation.

**C.** Any previously adopted policy, practice, rule or regulation of the STATE, State Board of Higher Education, or College Board of Trustees, pertaining

to wages, hours, and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this agreement.

#### **ARTICLE XXXI**

##### **SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, or has the effect of making the state ineligible for Federal Funds, 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. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

#### **ARTICLE XXXII**

##### **MANAGEMENT RIGHTS**

**A.** The STATE, the Board, the Department and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

**B.** All such rights, powers, authority and prerogatives of management possessed by the STATE, the Board, the Department and the Boards of Trustees are retained, subject to limitations as may be imposed by P.L. 303 and except as they are specifically abridged or modified by this Agreement.

**C.** The STATE, the Board and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by P.L. 303, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

## ARTICLE XXXIII

### NEGOTIATION PROCEDURES

#### A. Re-opening

1. The parties agree to open this Agreement only for the negotiation of salaries and fringe benefits to become effective on or after July 1, 1975, unless waived by mutual agreement.

2. Such re-opened negotiations shall commence no later than October 1, 1974, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, 1975.

#### B. New Agreement

1. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1976, subject to the provisions set forth in Article XXXIV, Duration and Termination.

2. Such collective negotiations shall commence no later than October 1, 1975, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, 1976.

C. The parties agree to negotiate in good faith on all matters properly presented for negotiation.

If the aggrieved employee is not satisfied with the disposition of the grievance at step two, he or she may appeal to the Chancellor on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding hearings. The Chancellor may sustain, modify or reverse the decision made at step two on the record or may in his own person or through his designee conduct a hearing concerning the grievance. In the event the Chancellor acts upon the written record the decision shall be rendered in writing to the aggrieved employee and the UNION representative within 10 calendar days of receipt of the grievance. In the event a hearing is directed, such hearing shall commence within 10 calendar days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved employee and the UNION representative within 10 calendar days of the conclusion of the hearing.

**3. Step Three**

In the event the Chancellor acts on the record, the grievant, within 7 calendar days of such decision, may request a hearing by the Chancellor, who may in person or through his designee, conduct a hearing, and where appropriate, witnesses may be heard and pertinent records received. In the event the Chancellor directs a hearing, it shall commence within 10 calendar days of receipt of the request.

Should a decision of the Chancellor or his designee, after a hearing, be unsatisfactory to the grievant or should the Chancellor refuse a request for a hearing as provided above, the UNION may appeal the grievance to arbitration as provided below.

Hearings shall be completed within 10 calendar days of the date of commencement absent extenuating circumstances.

**4. Step Four**

If the aggrieved employee is not satisfied with the disposition of the grievance at step three within 10 calendar days from the determination at said step, the UNION as representative of the employee may, upon written notification of intent to arbitrate to the Chancellor and the Director of the Office of Employee Relations, appeal the Chancellor's decision to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. An arbitrator's decision shall be binding as to grievances raised under B.1, above and advisory and non-binding as to grievances raised under B.2, above. In any case, an arbitrator's decision relating to non-reappointment (except as provided in E.3, below) or promotion shall be advisory and non-binding. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, or any policy of the STATE, the Board of Higher Education or any Board of Trustees. The arbitrator shall not substitute his or her judgment for academic judgments rendered by the persons charged with making such judgments.

1. The following procedure which may be initiated by an employee and/or the UNION acting as his or her representative shall be the sole and exclusive means of seeking adjustment and settling grievances (except as provided in Article XI).

2. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

**B. Definition of a Grievance**

A grievance is an allegation by an employee or the UNION that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An arbitrary or discriminatory application of, or failure to act pursuant to, the policies of the Board of Higher Education or a Board of Trustees, related to terms and conditions of employment.

**C. Informal Procedure**

An employee may orally present and discuss a grievance with his or her immediate supervisor on an informal basis. At the employee's option, he or she may request the presence of a UNION representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Should an informal discussion not produce a satisfactory settlement, the grievant may, within three work days, move the grievance to the first formal step.

**D. Formal Steps**

**1. Step One**

A grievant shall initiate his or her grievance in writing and present it formally to his or her dean, or the appropriate vice president and such dean or vice president or the designee thereof shall meet with the grievant and a representative of the UNION for the purpose of discussing the grievance within 5 calendar days of the filing of the grievance. The decision shall be rendered in writing to the employee and UNION representative within 5 calendar days of the conclusion of the discussion of the grievance, then,

**2. Step Two**

If the grievant is not satisfied with the decision rendered at step one, he or she may submit his or her grievance to the college president. The president or his or her designee shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within 7 calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the UNION representative within 7 calendar days of the conclusion of the hearing of the grievance, then,

president's recommendation to the Board of Trustees. The Board of Trustees of the College may, upon the recommendation of the president, appoint such individuals to the rank deemed appropriate. Any employee who completes 30 credits beyond the master's degree shall be compensated at approximately \$500/annum beyond the current salary effective in the following semester. It is agreed that any of the 30 credits to be accumulated or presently accumulated, shall be in an area that will increase such employee's expertise in his or her area of teaching or work as approved by the president or his or her designee.

Employees who participate in a Student Teacher Program as cooperating teacher shall receive \$50.00 for each student paying the \$60.00 Student Teacher fee.

Employees who participate as the assigned teacher in the Junior Practicum Experience shall receive \$10.00 for each student paying such fee.

Any teacher at the A. Harry Moore School on full-time assignment there who teaches a course in addition to the workload at Jersey City State College or A. Harry Moore School, shall be paid at the current overload rate based on the teaching credit hours or their full or partial equivalency for the course.

Employees shall have priority consideration in appointments to summer session assignments related to A. Harry Moore School programs within their individual competency, except in unusual circumstances.

In order to alleviate the practice of teachers acting as substitutes, every effort shall be made to provide an adequate substitute pool.

All employees shall have a duty free lunch period of at least 30 minutes except in instances where temporary scheduling may lessen the time for both pupils and teachers.

Teachers shall not be assigned to lunchroom supervision providing teacher aides are available for such assignments and further providing that in emergency situations a non-scheduled assignment of a teacher to this lunchroom duty may be required.

The existing general practice of providing preparation periods for employees engaged in teaching shall continue. Each of such employees shall receive a minimum of 3 uninterrupted preparation periods per week. To the extent that additional preparation periods are available, they shall be distributed on an equitable basis among such employees within the educational subdivisions consistent with scheduling requirements.

#### **LETTER OF AGREEMENT #1**

The parties hereto agree that the negotiating unit as described in the Public Employment Relations Commission certification dated February 23, 1973 and Article I of the Agreement between the parties dated February

22, 1974, excludes supervisors of unit employees (as set forth in Chapter 303 or the Rules and Regulations Promulgated by PERC) or administrators of the College who have a primary role in the development and administration of the policies of the college.

By no later than March 15, 1974 each college shall deliver to the local union a list of all professional unclassified full-time employees considered by the college to be specifically excluded from the negotiating unit. Such employees not listed as excluded shall be deemed included. In the event the local union disagrees with any of the college's designations, the local union shall notify the college in writing within 15 days of the delivery of the list. Any listing not objected to shall be deemed to be agreed to. If within 15 days from the local union's submission of its written objections, the college and the local union have not resolved the disputed issues, the matter may thereafter be submitted by the state or the CNJSCL to PERC for resolution pursuant to its unit clarification procedures.

#### **LETTER OF AGREEMENT #II**

The Department will undertake to study the question of policies and procedures in regard to patentable or copyrightable materials or concepts created by State College employees in the course of their employment and will prepare proposed rules and regulations for presentation to the Board of Higher Education. Prior to action by the Board, representatives of the Department shall meet with the UNION to discuss and/or negotiate the matter as may be required by law.

#### **LETTER OF AGREEMENT #III**

The parties recognize that adequate work surroundings, equipment and support personnel are necessary to the fulfillment of the goals of the Colleges. Toward this end it is agreed that each College and each local union shall establish a committee to examine such questions as office space, office equipment, telephones, lounges, classroom equipment, secretarial assistance and maintenance of facilities. The committee shall report its recommendation to the President. The composition of the committee will include an equal number of employees appointed by the local union and administrative representatives appointed by the College President. The college and the local union may agree to appoint additional persons from the college community to the committee.

The president or his or her designee(s) shall meet with the local union to discuss the recommendations of the committee, prior to formally indicating his or her reaction to the recommendations.



#### **LETTER OF AGREEMENT #IV**

It is agreed between the parties that in the event that it is mutually agreed that "Directors of Schools" at Ramapo College of New Jersey are properly included in the negotiating unit or it is so determined by PERC, then in such case the procedure for election and appointment of department chairpersons set forth in Article XVIII of the Agreement shall also apply to such "Directors of Schools".

#### **LETTER OF AGREEMENT #V**

It is agreed that the Department of Higher Education and the Council of State Colleges will recommend to the Board of Higher Education adoption of a regulation providing for concurrent academic rank for librarians, who are included in the negotiating unit at the State Colleges, who shall upon approval be eligible for tenure in the positions in which they serve. This agreement shall not be construed to limit the authority of the Board of Higher Education to act on the matter consistent with its statutory authority, subject to any limitations imposed by P.L. 303.

Notwithstanding that the Board has not yet acted on approval of concurrent academic rank for librarians, negotiations will proceed as to the assignment of specific concurrent academic rank for such librarians. In addition, negotiations shall proceed on the issues of promotional procedures for such librarians and possible inclusion of librarians in the sabbatical leave program for faculty.

Nothing herein shall be construed to be a waiver of any rights accruing to librarians under New Jersey Tenure Laws.

#### **LETTER OF AGREEMENT #VI**

It is understood that Governor Brendan Byrne shall constitute a Commission and appoint a person acceptable to all concerned whose knowledgability and integrity will be respected by all as an impartial chairman thereof. The Commission shall have as its purpose the analysis of the relationship between the laws of the State of New Jersey concerning Higher Education and the Employer-Employee Relations Act of 1968, and to prepare a report and recommendations to the Governor to resolve their interrelationships and possible conflicts.

The report and recommendations shall be expedited and delivered to the Governor forty-five days after the formation of such commission or as soon thereafter as is practicable.

The UNION shall be accorded full commission membership status in equal numbers to those of the State representatives and will participate in all of the activities of the Commission.

Beginning February 10, 1974, and during the period of this study, and until the Governor responds to this report and recommendations, it is agreed that no new guidelines concerning changes in terms and conditions of employment of employees in the negotiating unit shall be promulgated and implemented. Should there be an alleged violation of this condition, the Chairman shall make a recommendation for the equitable solution to the Governor on the matter.

**LETTER OF AGREEMENT #VII**

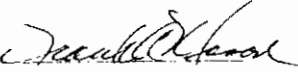
In the event a final decision of the Court has the effect of rescinding the guidelines, rules and regulations concerning outside employment issued by the Board of Higher Education, it is agreed that the STATE and the UNION will within 10 days enter negotiations on such matters which shall result in addition to the agreement between the STATE and the UNION.

**LETTER OF AGREEMENT #VIII**

Nothing contained herein shall be construed to prejudice the positions of the parties as to the Board of Higher Education's, September, 1972 Policies on Tenure in the State Colleges or the implementation of these policies by the State Colleges, or the proposed guidelines, rules and regulations under consideration by the Board of Higher Education concerning implementation of A-328 (18A:60-6).

Date: February 22, 1974

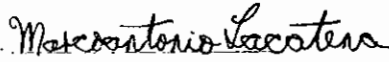
THE STATE OF NEW JERSEY

L.S. 

Frank Mason, Director  
Governor's Office of  
Employee Relations

Date: February 22, 1974

THE COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, NJSFT-AFT/AFL-CIO

L.S. 

Marcoantonio Lacatena  
Acting President  
Council of New Jersey State  
College Locals

