

PREAMBLE

THIS AGREEMENT entered into this
BETWEEN

COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey
(hereinafter called the “College”);

ASSOCIATION OF ACADEMIC CHAIRS AND ASSISTANT CHAIRS
(ACAC, hereinafter called the “Association”).

1. Recognition

The Board of Trustees of the County College of Morris recognizes the Association of Academic Chairs and Assistant Chairs (hereafter referred to as the Association), 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 NO. RO-2007-070 is attached to this Agreement, as *Exhibit 1*, and made a part hereof.

2. 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. 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.

3. Amendment of Agreement

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.

4. 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 refrain from doing so. The Board and the Association agree that they shall not directly or indirectly discourage, deprive, or coerce any employee covered under this Agreement in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act, and that they shall not discriminate against any such employee by reason of his/her membership or non-membership in the Association, or his/her participation or non-participation in any activities of the Association.

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

5. Appointment

The appointment to the position of department chair or assistant chair shall be made annually by, and at the sole discretion of, the President upon recommendation of the Vice President of Academic Affairs subject to acceptance by the individual. Department chairs and assistant chairs are individuals who serve in academic administrative assignments in addition to their faculty duties and responsibilities. Nothing herein is intended to constrain the ability of the College to create, eliminate, or reorganize the academic divisions and programs assigned to each division or to specify the minimum or maximum number of department chairs or assistant chairs.

A. The College shall provide each employee in the bargaining unit with a letter of appointment which shall include:

1. Employee's name
2. The dates of the term of appointment
3. The stipend and release time provided

B. Discipline-The College may discipline, reprimand in writing, reduce in rank or compensation, or dismiss an employee in a bargaining unit position prior to the expiration of such employee's current administrative appointment term, for just cause only and any such action shall be grievable.

- C. Reappointments are for one year ending June 30. Initial appointments normally terminate on June 30. Written notice of non-reappointment shall be given not later than March 17.
- D. The decision of the President not to reappoint an employee to a bargaining unit position for the succeeding contract year is a prerogative reserved to management and therefore shall not be grievable.
- E. Any employee who receives written notification from the College of non-reappointment for the succeeding contract year, may within fifteen (15) calendar days from receipt of such notification, deliver to the Office of the Vice President of Academic Affairs a written request for reasons for such non-reappointment. The Vice President will provide such employee with a written statement of reasons within thirty (30) calendar days of receipt of such request. Employees shall have the further right to request a conference with the Vice President of Academic Affairs provided that written request is received by the Office of the Vice President within seven (7) calendar days after the employee receives the requested statement of reasons for non-reappointment. At such conference, the employee may be represented and counseled by one representative selected by the employee. The Vice President shall give the employee at least five (5) days notice of the date and time of the appearance which shall not be more than twenty (20) calendar days after receipt of request for same. The purpose of the conference shall be to afford the employee the opportunity to convince the Vice President to recommend reversal of the determination not to offer reappointment. Within five (5) calendar days following such conference, the Vice President shall notify the employee in writing whether he will recommend that the President reverse its determination not to offer reappointment.
- F. Where the Vice President recommends reversing the decision not to offer reappointment, the President shall consider such reversal of the decision not to reappoint and notify the bargaining unit employee within five (5) calendar days.
- G. Failure to make timely request for a statement of reasons or to request a conference shall be deemed a waiver of such right.
- H. The decisions of the Vice President and the President not to reverse the non reappointment shall not be grievable.

6. Evaluations

Department Chairs and Assistant Chairs will be evaluated on an annual basis by their division Dean in accordance with the “Department Chairperson and Assistant Chairperson Planning and Evaluation Form” included herein as *Exhibit 2*.

7. 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 on 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 to duty, or willful absence of a member of this bargaining unit from his/her position, or refusal to perform his/her duties of employment as defined in this Agreement.
- C. The Association further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of students of the College.
- D. Nothing contained in the 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.

8. Grievance Procedure

A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances affecting the terms and conditions of employment of a bargaining unit member. Nothing contained in this Article shall preclude a bargaining unit member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure. This grievance procedure is limited to alleged misinterpretation, misapplication or violation of the express terms of the bargaining unit contract or statutory or regulatory provision, or an administrative policy or decision, which affects the terms and conditions of employment of the bargaining unit member as distinguished from decisions or directives of the bargaining unit member's supervising administrator reversing or modifying a managerial action made by the bargaining unit member in the performance of managerial responsibilities. Managerial action is defined as a decision made by the bargaining unit member (i) related to a course or program curriculum; (ii) related to subordinates, including recruitment, employment, assignment, compensation, discipline, discharge, contract renewal, evaluation or supervision or; (iii) related to students, including academic eligibility, academic credit or discipline. The decisions or directives of the bargaining unit member's supervising administrator reversing or modifying a managerial action shall not be grievable or subject to this grievance procedure.

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

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

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

5. All parties shall process grievances during times when they do not interfere with assigned duties.

6. No claim for back wages shall exceed the amount of wages which the individual would have earned at his/her regular rate. All back pay claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.

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

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

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

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

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

B. Contractual Grievance

1. Definition

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

(a) Those matters, including managerial actions as defined in Section A (1), which under the law or terms of this Agreement are not grievable; or

(b) Those matters which fall within the definition of "non-contractual or statutory-regulatory grievances" in Section C(1) of this Article.

2. Step I

Within thirty (30) days after the occurrence of the event which gave rise to a contractual grievance, or within thirty (30) days after the grievant should reasonably have known of such event, the grievant shall formally submit to the Vice President of Academic Affairs a Statement of Grievance or Appeal on the form attached to this Agreement and made part hereof. Informal discussions during this time of the subject of the grievance with the Divisional Dean are recommended, as provided in Section A of this Article. Within three (3) days of his/her receipt of a contractual grievance, the Vice President of Academic Affairs shall refer the grievance to the appropriate Vice President or Dean having supervision of the area which is the subject matter of the grievance or to another individual which he/she may designate at a Director level or higher within Academic Affairs or Human Resources and such referral of the grievance by the Vice President of Academic Affairs shall not be grievable. Within those three (3) days the Vice President of Academic Affairs shall inform the Association President of the individual's identity who will be rendering a decision. Within twenty (20) days after receipt or referral of the Statement of Grievance or Appeal by the Vice President or Dean having supervision of the area which is the subject matter of the grievance, the appropriate Vice President or Dean or his/her designee shall render a written report of the disposition of the grievance to the grievant. Without extending the twenty-day period, the Vice President or Dean to whom the grievance is assigned may, during such time, require one informal conference between an individual grievant and his/her Divisional Dean with the object of resolving the grievance informally.

3. Step II

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

4. Grievance Hearing

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

5. Step III

If the aggrieved party is not satisfied with the disposition of the contractual grievance by the President, or if no disposition is made by the President within thirty (30) days from his receipt of the Statement of Grievance or Appeal, the aggrieved party, if it is not the Association, may request in writing that the Association submit the contractual grievance to arbitration. If the Association then finds that the

contractual grievance is meritorious, it may submit the contractual grievance to arbitration within twenty (20) days from receipt by the Association of the President's disposition, if any, or within twenty (20) days from expiration of the President's time for disposition, whichever is sooner.

6. Step IV--Arbitration

(a) A list of arbitrators shall be requested from the Public Employment Relations Commission 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/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which modifies or reverses a managerial action as defined in Section A(1) or requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he/she have any authority to add to, subtract from, or in any way modify the terms of the Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the New Jersey Commission on Higher Education. The arbitrator shall not issue any monetary award which shall predate 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 for contractual grievances only, such decision shall be binding on the College, on the grievant(s) and on the 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 Association. Any other expenses incurred shall be paid by the party incurring the expenses.

C. Non-Contractual and Statutory-Regulatory Grievances

1. Definitions

(a) A non-contractual grievance is an alleged misinterpretation, misapplication or violation of the policies or administrative decisions of the College which affect the terms and conditions of the grievant's employment, except that non-contractual grievances shall not include managerial actions as defined in Section A(1) or matters which under law are inherent managerial prerogatives or matters which under the terms of this Agreement are not grievable.

(b) A statutory-regulatory grievance is an alleged misinterpretation, misapplication or violation of any New Jersey statute, or of any administrative rule, regulation or order of the New Jersey Commission on Higher Education, or other state or federal administrative agency affecting the terms or conditions of employment, including specifically but not limited to any statute or administrative rule or regulation expressly or impliedly incorporated in this Agreement.

2. Step I

Should a bargaining unit member feel aggrieved over a subject matter which is within the definition of a non-contractual or statutory-regulatory grievance, such bargaining unit member shall discuss the grievance informally with his/her immediate supervisor within twenty (20) days after the occurrence with the objective of resolving the matter informally.

3. Step II

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

4. Step III

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

5. Step IV

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

D. Election of Remedies

1. The filing of a non-contractual or statutory-regulatory grievance with the Vice President of Academic Affairs shall be deemed an acknowledgment by the grievant that the subject matter appealed is beyond the definition of "contractual grievance" as set forth in Section B(1) of this Article.

2. If the grievant or Association initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any

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

E. Group Grievance

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

F. Withdrawal of Grievance

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

9. Sabbatical Leaves

A. Purpose and Use of Sabbatical Leave

Sabbatical leaves are awarded by the Board of Trustees to selected members of the bargaining unit 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 who engage in any remunerative employment while on leave shall report to the Vice President of Academic Affairs the nature of such employment. Employment which does not satisfy the guidelines established in the N.J. Administrative Code, Sections 9:2-10.1 to 9:2-10.2, as continued by the New Jersey Commission on Higher Education, shall be prohibited.

B. Eligibility

Eligibility is limited to bargaining unit members who:

- (i) as of the date of submission of Letters of Intent (as described in Section E of this Article) have completed six (6) (not necessarily continuous) years of appointment to the full-time faculty; and
- (ii) Have not been granted an administrative sabbatical leave by the College during the six (6) years immediately preceding the time at which the proposed leave would begin.

- (iii) Have not been granted a faculty sabbatical leave by the College during the six (6) years immediately preceding the time at which the proposed leave would begin.

Having satisfied these criteria, eligibility is further limited to otherwise eligible bargaining unit members who have demonstrated a high degree of performance and promise in their work and who have otherwise served the College in exemplary fashion, conditions hereinafter referred to as the "Performance Eligibility Criteria."

C. 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 salary, as defined in Article XV of the FACC contract, exclusive of the stipend for chair/assistant chair duties for a two-semester leave, or one-half the annual salary, exclusive of the stipend for chair/assistant chair duties for a one-semester leave. Salary payments will be made biweekly during the leave.

D. Sabbatical Leave Committee

Three (3) members of the tenured bargaining unit, representing broadly the academic disciplines within the College, shall be appointed annually by the President of the College as the Sabbatical Leave Committee. Such committee shall evaluate all applications from bargaining unit members and shall interview such applicants. The Sabbatical Leave Committee shall make a determination to recommend or not recommend each application filed with it. The Sabbatical Leave Committee shall forward to the Vice President of Academic Affairs all sabbatical leave proposals which the committee endorses and recommends, ranking such proposals in order of priority, together with the rationale in writing for the committee's acceptance of each proposal. The Committee shall forward all proposals recommended by it whether or not the total recommended is more or less than the limitations set forth herein.

E. Submission of Letter of Intent and Application

An eligible bargaining unit member who intends to apply for a sabbatical leave shall submit to the President of the Association on or before October 15, a written Letter of Intent to apply for sabbatical leave, indicating his/her name, the month and year in which the bargaining unit member was appointed to the full-time faculty, his or her length of service as a full-time faculty member, and the dates, if any, of his or her most recent sabbatical leave. After October 15, the President of the Association shall meet with the Vice President of Academic Affairs to review the information provided by the prospective applicants in the Letters of Intent. No later than November 1, the Vice President of Academic Affairs shall advise the prospective sabbatical applicants of his/her determination whether they are eligible to apply for a sabbatical, based upon years of service eligibility described in this Article. Applications from bargaining unit members for sabbatical leave shall be submitted to the Sabbatical Leave Committee, with

copies to the appropriate division dean, no later than November 15 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.

F. Review and Award

The Vice President of Academic Affairs shall appropriately review and evaluate the sabbatical leaves recommended by the Sabbatical Leave Committee and whether the applicant meets the Performance Eligibility Criteria of this Article. The Vice President of Academic Affairs shall simultaneously forward to each applicant recommended by the Sabbatical Leave Committee, his evaluation of that applicant's proposal, and whether the applicant meets the Performance Eligibility Criteria, indicating any deficiencies and reasons for rejection. The President shall defer review and decision on sabbatical proposals for thirty (30) calendar days from receipt of the recommendations of the Vice President of Academic Affairs. Each applicant recommended by the committee shall have the right to submit a revised or supplemented prospectus to the President of the College within thirty (30) calendar days from the Committee's receipt of the recommendations of the Vice President of Academic Affairs. Any such revised or supplemented prospectus submitted within such thirty (30) day period shall be considered by the President, but the President shall retain the discretion to recommend or reject any sabbatical leave proposal. Those sabbatical leave proposals approved by the President shall be submitted to the Board of Trustees for its consideration and award of sabbatical leaves. The President of the College will advise the Committee and the Association in writing of the reasons for rejecting any recommendations of the Committee.

G. Obligation and Right 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 who return to the College for the fall semester shall submit to the Vice President of Academic Affairs on or before October 15, copies of comprehensive written report of the activities and accomplishments of the leave and its value to the College, such report to be of publication quality. Sabbatical leave recipients who return to work for the spring semester shall submit their comprehensive written report to the Vice President of Academic Affairs on or before March 15. Upon expiration of sabbatical leave, sabbatical leave recipients shall be entitled to employment in the same position they occupied prior to the commencement of the leave, provided the position has not been abolished in accordance with law, and subject to the reappointment clause contained in this agreement. The Vice President of Academic Affairs shall forward copies of the sabbatical recipient's report to the President of the College so that the report can be distributed to the Board of Trustees.

H. Conditions of Sabbatical Leave Awards

(i) It is clearly the intent of the Board of Trustees to make sabbatical leave awards to the applicant, 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.

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

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

(iv) 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.

I. Funding

The Board will fully fund one sabbatical leave each contract year.

10. Board Rights and Responsibilities

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

The exercise of the foregoing powers, rights, authority, duties and 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 the United States.

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.

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

11. 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 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 employees.

The Association may request, at least two weeks in advance, through the Office of the Vice President of Academic Affairs, a time and place on campus to hold Association general membership meetings twice each semester.

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' x 4') in a prominent location in the main academic complex. The exact location of such bulletin board will be designated by the Vice President of Academic Affairs. Such bulletin boards shall be used solely for the posting of notices and other materials relating to Association activities. The Association shall reimburse the College for the cost and installation charges of each such bulletin board so requested. All materials posted shall relate to official business of the Association and shall be signed by an appropriate official of the Association. The Association shall advise the Vice President of Academic Affairs in writing of the name of the person who is responsible during the term of this Agreement for the content and utilization of such bulletin boards.

C. Campus Mail and Telephones

The Association may make reasonable use of the mail, email 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 including a permanent, lockable file cabinet, 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 college equipment provided to 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. Committee Structure

The Association will provide the President of the College a list of Association members who will serve as voting members of the Academic Standards Committee and the Curriculum Committee of the President's College Council. There will

be one Association member per committee. The Association will also have the right to have a voting member present at meetings of the President's College Council. The Association will provide the President of the College with a list of the above representatives by October 1 of each year. The President of the College shall be free to determine the composition of the balance of the College Council and 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.

G. Minutes of Board of Trustees Meetings

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

H. Fall Orientation and College Hours

The length and scheduling of fall orientation and College Hours shall be established solely by the College.

I. Negotiation and Grievances Without Prejudice

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

J. Association Responsibility for Contract Awareness

The Association shall be responsible for acquainting the members it represents with the provisions of this Agreement.

K. Uniform Application of Contract

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

12. Release Time

Bargaining unit members are entitled to release time from their teaching load, as set forth in *Exhibit 3*.

13. Stipend

In addition to the release time provided to department chairs and assistant chairs as set forth in Exhibit 3, Department Chairs shall receive an annual stipend of \$4,750, payable in four installments over the course of the academic year, in September, December, February and April. Assistant Chairs shall receive a stipend of \$2,715, also payable in four installments over the course of the academic year.

14. Job Description

The duties and responsibilities of bargaining unit members are set forth in *Exhibit 4*.

15. The following Articles of the current FACC M contract shall apply, but only with respect to terms and conditions of teaching services rendered by the bargaining unit member and not to administrative and supervisory services rendered as a department chair or assistant chair.

- Article III *Appointment, Retention, and Dismissal*
- Article VI *Promotions* – excluding Section A, C-1 (reference to chairperson and Faculty Promotion Review Committee), C-2, and C-4(a) (reference to the Faculty Promotion Review Committee)
- Article VII *Evaluation* – With the following exceptions:
 - I. FACC M article VII F(1) shall be changed to read: The Division Dean’s evaluation and conference shall be part of the administrative evaluation.
 - II. Each reference to “chairperson” or “department chairperson” shall be changed to “dean” in F(2), F(3), G(1), and I.
 - III. The phrase “exclusive of the department chairperson” shall be omitted from the first sentence of section H, and “the chairperson” shall be omitted from section J.
- Article VIII *Personnel File*
- Article IX *Academic Rights and Responsibilities*
- Article X *Faculty Privileges*
- Article XI *Special Purpose Leave* – With the following exceptions:
 - I. Delete reference to department chairperson in the first sentence of this article.

II. Change Section E (Reemployment) as follows: 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, chair stipend, pension or health benefits. Upon expiration of such leave the bargaining unit 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, and subject to the reappointment clause contained in this agreement.

- Article XIII *Reduction in Force*

- Article XIV *Health and Pension* – Except that effective April 1, 2008 the second sentence of Article XIV (A)(1) shall read: “The College shall bear the full cost of premiums for the employee and his/her dependents for coverage under either the SHBP or any substitute health insurance plan selected by the College.

- Article XV *Salary*

- Article XXIV *Copyright*

16. Separability and Savings

If any provisions 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 inoperable, but all other provisions shall not be affected thereby and shall continue in full force and effect.

17. Duration of Agreement

This agreement shall be effective from August 28, 2008, and remain in full force and effect through August 31, 2011.

18. Fully Bargained Provisions

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, with the following exception:

During the term of this Agreement, neither party will be required to negotiate with respect to any 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.

Chairman
Board of Trustees

For the Association

Date

Date

“ACAC Settlement Agreement” doc