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AGREEMENT BY AND BETWEEN

~~Passaic County Community College Board of Trustees~~
and

THE FACULTY ASSOCIATION OF PASSAIC

COUNTY COMMUNITY COLLEGE Faculty Association

and

THE BOARD OF TRUSTEES OF PASSAIC
COUNTY COMMUNITY COLLEGE

1976 - 1978

✓ August 16, 1976 - August 15, 1978

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PREAMBLE

This agreement, entered into this 27th day of July, 1976, is by and between the Board of Trustees of Passaic County Community College, Paterson, New Jersey, hereinafter called the "Board", and the Passaic County Community College Faculty Association, hereinafter called the "Faculty Association".

WITNESS

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974, to negotiate with the Faculty Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

1.1 The Board hereby recognizes the Faculty Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time teaching faculty.

1.2 The term "Faculty" when used hereinafter in this Agreement shall refer to all full-time professional employees represented by the Faculty Association in the negotiating unit holding the rank of Instructor, Assistant Professor, Associate Professor and Professor.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended by Chapter 123, Public Laws of 1974 and make a good faith effort to reach agreement on all matters concerning the terms and conditions of faculty employment. Any agreement so negotiated shall apply to all employees within the negotiating unit and shall be reduced to writing, be signed by the Board and the Faculty Association, and be adopted by the Board.

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

ARTICLE III

FACULTY RIGHTS

3.1 Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every eligible employee of the Board

shall have the right freely to organize, join and support the Faculty Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection as well as the right to refrain from so doing. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any faculty member in the enjoyment of any rights conferred by Chapter 303, Public Laws of 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Faculty Association and its affiliates, his participation in any activities of the Faculty Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

3.2 The Board of Trustees shall not implement any policies, regulations and procedures which directly affects the terms and conditions of employment of Faculty during the term of this Agreement without negotiations in accordance with the terms of this Agreement.

3.3 Nothing contained herein shall be construed to deny or restrict to any faculty member such rights as he may have under New Jersey School Laws, other applicable laws and regulations.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Board retains and reserves unto itself all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States.

4.2 All such rights, powers, authority and prerogatives of management possessed by the Board are retained subject to limitations as may be imposed by Chapter 303, law 68, as amended by Chapter 123, Public Laws of 1974, and except as they are specifically abridged or modified by this Agreement.

ARTICLE V

SALARIES

5.1 Effective August 16, 1976, all faculty members covered by this Agreement and employed in the 1975-76 academic year, except any faculty member subject to terms

of an individual Memorandum of Understanding, shall receive an increase of eight hundred and eighty dollars (\$880) for the academic year 1976-77 above their base salaries for the 1975-76 academic year.

5.2.1 Effective August 16, 1977, all faculty members covered by this Agreement and employed in the 1976-77 academic year, except those faculty members who do not meet "rank requirements" under the terms of this Agreement, shall receive an increase of nine hundred and eighty dollars (\$980) for the academic year 1977-78 above their base salary for the 1976-77 academic year.

5.2.2 Effective August 16, 1977, all faculty members excepted in 5.2.1 above shall receive an increase of one hundred dollars (\$100) for the academic year 1977-78 above their base salaries for the 1976-77 academic year.

5.3 Minimum salaries for faculty ranks shall be in accordance with the following schedule:

Professor	\$20,000
Assoc. Professor	\$15,000
Asst. Professor	\$11,000
Instructor	\$ 9,000

5.4.1 Faculty members shall have the first option to teach in either the Winter or Summer term one section of a course they have previously taught at Passaic County Community College. When courses are available, due consideration will

be given to the teaching of a second such section. The above shall not apply to any non-tenured faculty member who has been given a notice of non-reappointment for the next academic year. In the case of several qualified faculty members for a course which has fewer sections than there are faculty members, the Dean of the College shall have the right to assign any qualified faculty member.

5.4.2 Salary for teaching a winter or summer course shall be \$230 per contact hour.

5.5 Overload payment earned in the Fall and Spring semesters of an academic year shall be \$230 for each overload contact hour.

ARTICLE VI

SICK LEAVE

6.1 As of August 16, 1976, all members of the bargaining unit employed by the Board shall be entitled to ten (10) sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

6.2 Sick leave is occasioned by the absence of an individual from duty because of illness, disability, accident, or death in the immediate family.

6.3 Faculty members who find it necessary to be absent because of illness must communicate with the Dean of the College when they shall be absent from work.

6.4 Consideration by the Dean of the College shall be given for the granting of additional sick days when warranted, beyond the days accumulated.

ARTICLE VII

LEAVES OF ABSENCE

7.1.1 An approved leave of absence without pay may be granted to a member of the unit who has completed five (5) years of service or more for a period not to exceed twelve (12) months.

7.1.2 Requests for such leave shall be made in writing to the Dean of the College at least six (6) months prior to the commencement of said leave, except in a situation of extreme emergency.

7.1.3 If said leave is denied by the appropriate Dean, the denial may be appealed in writing to the Board of Trustees. Such appeal must be made within ten (10) work days after denial by the Dean. The decision of the Board shall be in writing inclusive of reasons and shall be final and binding and not subject to the grievance and arbitration procedures of the Agreement.

7.1.4 Approval of leave may be granted for the following reasons:

1. Pursuit of a degree or post-doctoral work at an institution of higher education.
2. Recuperation from ill health.
3. Unusual and/or unavoidable personal situation.

7.2.1 All members of the unit shall be eligible for military leave of absence in accordance with the provisions of the Universal Military Training and Service Act and other legislation relating to employment rights of persons in the military forces of the United States.

7.2.2 All members of the unit who are called for reserve training as a member of any armed force or national guard reserve unit, shall be granted leave in accordance with applicable law.

7.2.3 Two (2) weeks notice, made to the appropriate Dean, of intended absence for reserve duty is required and the College reserves the right to request and obtain a copy of the official military order.

7.3 Maternity Leave - A pregnant faculty member shall be granted earned sick leave with pay pursuant to Article VI 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. During this period of disability due to pregnancy, the employee shall be eligible to receive all benefits associated with temporary disability on the same basis as such eligibility is determined due to any other disability.

7.3.1 A pregnant faculty member may apply for unpaid maternity leave. This request shall be made in writing to the Dean of Instruction at least ninety (90) days prior to the day the leave is to become effective. Maternity leave without pay will be granted to eligible employees who have completed six (6) months or more of continuous full time service. Leave shall be up to a maximum of twelve (12) months.

7.3.2. Any time that the capability of the employee who has become pregnant to continue working is in question, the Dean can require, and the employee shall provide, a statement from the employee's attending physician certifying the expected date of delivery and the individual's physical ability to continue work in the opinion of the physician

Employees will be permitted to work as long as their doctor certifies that they are physically able to do so and so long as they satisfactorily perform their assigned jobs. The College reserves the right to have the employee examined by a physician designated by the College. If any differences of medical opinion should arise between the College's physician and the employee's physician, the College shall request expert consultation, in which case the Passaic County Medical Society, 642 Broad Street, Clifton, New Jersey 07514, 201-777-2400, shall appoint an impartial third physician, who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be borne by the College.

7.3.3 Disability leave shall be granted for a reasonable period of time but shall not continue past the end of the physical disability. The time for leave initially granted may be extended upon written request to the appropriate Dean with an accompanying proof of continued physical disability. Subsequent requests for extension must also be applied for in writing accompanied by a doctor's certificate

of continued disability.

7.3.4 An employee who indicates a desire to return to her employment on or before the expiration date of her leave shall be reinstated to her former position or to a position of like status and pay without loss of benefits or service credit, provided that she gives reasonable notice under the circumstances to the Office of the President of her intention and date of her return and provides certification from her physician to the effect that she is physically fit and ready to commence working.

7.3.5 The Board need not grant or extend the unpaid or disability leave of absence beyond the end of the non-tenured individual faculty member's term of appointment in the year in which the leave is obtained unless the individual has been issued a renewal notice. Except as provided herein, an employee will not accrue benefits during any period of leave nor will he/she continue to accrue seniority. However, there will be no loss of seniority or accrued benefits.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 The Board and the Faculty Association agree that there shall be no discrimination, and that all practices,

procedures, and policies of the College shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of faculty members, or in the application or administration of this Agreement, on the basis of race, creed, color, national origin, sex, domicile, marital status, age or political affiliation.

8.2 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

8.3 If any provision of this Agreement or any application of this Agreement to any faculty member or group of faculty members is held to be contrary to law, then such provision 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 circumstance, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision.

8.4 Copies of this Agreement shall be printed at the expense of the Board, after agreement with the Faculty Association on format, within thirty (30) days after the Agreement

is signed. The Agreement shall be presented to all faculty members now employed, or hereafter employed.

8.5 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board, administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Notwithstanding the above, the duties heretofore performed by the Office of the College Examiner, to wit, the design, implementation, administration (including proctoring) and grade reporting for all examinations shall, upon the abolition of the College Examiner position, pass to the respective faculty member. Unless otherwise provided in this Agreement, nothing contained herein shall detract from faculty benefits existing as of the effective date of this Agreement. Benefits not indicated elsewhere are: membership in the Alternate Benefits Program (Disability Life Insurance, TIAA-CREF), Blue Cross with Rider J, Blue Shield, and Major Medical coverage provided by the Board, at no expense to the faculty members.

ARTICLE IX

DURATION OF AGREEMENT

9.1 This Agreement shall be effective as of August 16, 1976, and shall continue in effect until midnight, August 15, 1978.

9.2 This Agreement supersedes the previous contract between the Faculty Association and the Board of Trustees.

9.3 This Agreement represents the sole and only agreement which shall exist between the Board or its designees and the members of the Faculty Association, either singly or as a whole. This provision shall continue in full force for the term of this Agreement.

9.4 Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE X

PERSONNEL FILES

10.1 A faculty member shall have the right, upon request, to review the contents of his personnel file or other files dealing with performance. Such a review must take place in the presence of the Dean of the College and an officer of the Faculty Association if requested by the faculty member. Obsolete materials may be destroyed with the mutual consent of the President and the faculty member. Derogatory materials may be reviewed and the faculty member may initial said document(s), only to show that he has reviewed the material and not to indicate that he has any agreement with

the document or its contents. The faculty member shall have the right to submit a written answer to any derogatory information within ten (10) days following the review, and, said answer shall be made an item of his personnel file. The confidentiality of all personnel references, academic credentials and other similar documents shall be protected at all times.

10.2 Any request from an outside agency or organization about any or all parts of the personnel file shall not be released without prior approval of the individual faculty member, where appropriate.

ARTICLE XI
GRIEVANCE PROCEDURE

11.1 Purpose

The parties agree that it is in the best interest 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 Faculty Association and the College upon written request to the other.

11.1.1 The following procedure which may be initiated by an employee and/or the Faculty Association acting as his or

her representative shall be the sole and exclusive means of seeking, adjusting and settling grievances.

11.1.2 Whenever any representative of the Faculty Association or any employee is mutually scheduled by the parties, during working hours, to participate in grievance procedures, such employee shall not suffer loss in pay or benefits.

11.2 Definitions

A "grievance" is a claim by a faculty member or the Faculty Association that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or violation of or improper application of College policies and/or administrative decisions affecting a term or condition of employment of a faculty member, or a violation of academic freedom.

11.2.2 A party in interest is the faculty member or persons filing the grievance and any person who might be required to take action as the result of said grievance, or against whom action might be taken in order to resolve the grievance.

11.3 Informal Procedure

An employee may orally present and discuss a grievance with his immediate supervisor on an informal basis. At the employee's option, he may request the presence of an

Association 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 (3) work days, move the grievance to the first formal step.

11.4 Formal Steps

11.4.1 Step One

A grievant may initiate his or her grievance in writing and present it formally to his or her dean, and such dean or the designee thereof shall meet with the grievant and a representative of the Faculty Association for the purpose of discussing the grievance. The decision shall be rendered in writing to the employee and the Faculty Association representative within five (5) calendar days of the conclusion of the discussion of the grievance, then,

1.1.4.2 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 shall hear the grievance and where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within seven (7) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and

the Faculty Association representative within seven (7) calendar days of the conclusion of the hearing of the grievance, then,

11.4.3 Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he or she may appeal to the Board of Trustees 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 Board of Trustees may sustain, modify, or reverse the decision made at Step Two on the record or may on its own, conduct a hearing concerning the grievance. In the event the Board of Trustees acts upon the written record, the decision shall be rendered in writing to the aggrieved employee and the Faculty Association representative within ten (10) calendar days of receipt of the grievance. Should the Board of Trustees act upon the written record without granting a hearing to the employee, and in the event of a negative recommendation from the Board of Trustees, the aggrieved employee may request a hearing before the Board of Trustees within ten calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is directed, such hearing shall commence within ten (10) calendar days of receipt of the grievance and where appropriate, witnesses may be heard and pertinent records re-

ceived. The decision shall be rendered in writing to the aggrieved employee and the Association representative within ten (10) calendar days of the hearing.

11.4.4 Step Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Step Three, the Faculty Association, as representative of the employee, shall file a notice within ten (10) days of the receipt of the decision of the Board of Trustees requesting submission to arbitration. Within ten (10) calendar days after such written notice of submission to arbitration, the Board of Trustees and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association for the selection of an arbitrator.

Such notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the agreement involved.

The arbitrator's decision shall be advisory only. His decision shall be limited to the interpretation or application of specific terms of the Agreement. He shall have no authority to add to or subtract from or in any way otherwise modify this Agreement.

The cost of the arbitrator shall be borne by both parties equally.

11.6.1 The decision of the Board of Trustees not to promote or not to reappoint a faculty member shall not be subject to the grievance procedure of this Agreement.

11.6.2 The discharge or suspension of employees during the term of a one-year appointment 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.

11.7 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.

11.8 Time Limits

11.8.1 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.

11.8.2 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 higher step.

11.8.3 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.

11.8.4 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.

11.8.5 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.

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 11.8.1 above, except that payroll errors and related matters shall be corrected to date of error.

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

11.9 Nothing in this Article shall be construed as compelling the Faculty Association to submit a grievance to arbitration.

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

11.11 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.

ARTICLE XII

WORKLOAD

12.1.1 All full-time faculty, as part of their normal contractual workload, shall teach the fall and spring semesters in the academic year. The fall and spring semesters shall be sixteen (16) weeks each or their equivalent. In addition, each full-time faculty member shall give two (2) weeks of service at the discretion and assignment of the College, one (1) week prior to the fall semester and one (1) week prior to the spring semester, in such functions as course planning and preparation, academic counselling or advisement, for a total contractual commitment to the College of thirty-four (34) weeks.

12.2.1 A normal workload for each full-time faculty member for the fall and spring semesters will be an average over

the academic year of fifteen (15) contact hours per week per semester, or its equivalent, for a total of thirty (30) contact hours in the academic year. In order to obtain this average, the College may at its sole discretion assign any combination of hours each semester to achieve the fifteen (15) contact hours of instruction average (for example, 18 and 12; 17 and 13; 16 and 14).

12.2.2 The College will not assign, without the faculty member's consent, more than eighteen (18) contact hours of instruction per week per semester in order to achieve this average (for example, 20 and 10 or 19 and 11).

12.3 A contact hour shall be defined as: fifty (50) classroom minutes (where the number of credits a student earns is equal to the number of contact hours of faculty classroom time); seventy-five (75) laboratory minutes (where the elements of Instructional activity are in a laboratory environment and are considered laboratory in content); one hundred (100) clinical minutes (where the elements of Instruction activities are conducted in a clinic or in a clinical environment such as in the allied health area, and are considered clinical in content).

12.4 One Saturday, evening or off-campus section may be required as part of the faculty member's regular load in

the academic year. Due consideration shall be given to the hardship such assignment shall work upon the faculty member involved.

12.5 "Off-campus" describes all teaching locations other than those within the City of Paterson and other than the allied health facility and any hospital facility utilized by the College. A faculty member assigned to teach "Off-campus" shall be provided with a travel allowance as determined by Board Policy but not less than \$.15 per mile plus campus parking fees.

12.6 As part of his normal teaching responsibility, a full-time faculty member shall be given no more than three (3) catalog number preparations per semester or more than four (4) catalog number preparations over the two (2) semesters. The assignment of preparations shall rest with the Dean of the College. Any dispute as to what constitutes a preparation shall be resolved by the President's Office upon appeal by the faculty member involved.

12.7 Overload shall not be determined and overload compensation shall not be made until after the add/drop period of the spring semester and only after the faculty member has had a workload in excess of his normal workload as described above. If overload is earned, the faculty member

will be compensated in accordance with Article V, on June 15 of the respective academic year.

12.8 The College shall make every effort to schedule faculty on no more than four (4) days in the six day Monday through Saturday work week.

12.9 If a full-time faculty member is scheduled to teach during the summer or winter term, and the course runs, he/she shall be paid in accordance with Article V.

12.10 All assignments made under this workload Article will be at the discretion of the Dean of the College, within a faculty member's area(s) of competence. Area(s) of competence will be stipulated in the appropriate Board action taking into account the faculty member's degree, training, and/or experience.

12.11 The provisions of 12.2.2, 12.4, 12.6 above shall not apply if a faculty member would thereby be teaching an underload.

ARTICLE XIII

HOURS

13.1 The weekly class schedule shall be arranged so that the average span from the beginning of the first class to the end of the last class for any teaching members shall not exceed eight (8) hours.

13.2 There shall be at least twelve (12) hours between the end of the last class of the day schedule and the beginning of the first class of the next day.

13.3 There shall be at least twelve (12) hours between the end of an evening class taught as a part of the regular schedule and the beginning of the first class of the next day.

13.4 Such time limits may be modified with the consent of the individual instructor.

13.5 The provisions of this section shall not apply to an individual who is assigned to teach overload.

13.6 The above time restrictions will not apply where underload exists and the individual is assigned so as to be given the normal workload.

ARTICLE XIV

OFFICE HOURS

14.1 All faculty members covered by this Agreement shall maintain at least four (4) hours per week for student consultation and advisement and will reserve two (2) additional hours for office appointments. The aforementioned four (4) hours shall be on four (4) separate days in the work week. All hours shall be reasonably scheduled by the faculty member to accommodate students' scheduling and needs. All office hours shall be publicized by the faculty member so that students shall be apprised of said hours.

ARTICLE XV

CLASS SIZE

15.1 A faculty member who teaches more than a total of 350 students over two semesters shall receive a payment of \$10.00 per student for each student over 350.

15.2 Class size shall not be used to force underload.

15.3 Student load shall be measured for the purpose of 15.1 above, at the 6th week of each semester.

15.4 Faculty members shall not be responsible for preparing laboratory materials or setting up laboratory equipment. This shall not be construed, however, to require the employment of Laboratory Technicians, Laboratory Assistants or other supportive staff.

15.5 In the event the College should, in the future, decide to establish new and/or innovative teaching concepts (e.g., mass lectures, videotape lectures, closed circuit TV., etc.) this matter shall be subject to renegotiation.

ARTICLE XVI

REQUIREMENTS FOR ACADEMIC RANK

16.1 EXPERIENCE AND LENGTH OF SERVICE--TEACHING FACULTY

16.1.1 INSTRUCTOR: No previous teaching experience necessary.

16.1.2 ASSISTANT PROFESSOR: Minimum of five (5) years of college teaching and/or other relevant teaching experience as determined by the Dean of the College and/or five (5) years of other experience relevant to the person's position at the College.

16.1.3 ASSOCIATE PROFESSOR: Minimum of nine (9) years of college and/or other relevant teaching experience as determined by the Dean of the College and/or nine (9) years of other experience relevant to the person's position at the College, of which at least three (3) years is community college teaching experience.

16.1.4 FULL PROFESSOR: Minimum of twelve (12) years of college teaching and/or other relevant teaching experience as determined by the Dean and/or twelve (12) years of other experience relevant to the person's position at the College, of which at least five (5) years is community college teaching experience.

16.2 EDUCATIONAL PREPARATION -- TEACHING FACULTY

16.3.1 INSTRUCTOR: Master's Degree in an appropriate field of study from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment to the rank of Instructor, the individual's term of appointment shall state explicitly that either the Master's Degree is waived or that the Master's Degree must be obtained by a specified date.

Equivalent preparation may include:

(a) Advanced study with recognized teachers (e.g., in fine arts).

(b) Practical experience in related non-academic fields.

16.2.2 ASSISTANT PROFESSOR: Minimum of a Master's Degree in a related discipline plus fifteen credits of significant and related graduate work earned thereafter from an accredited institution, or a minimum of fifty credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree or fifteen credits earned in addition to the Master's Degree, which has been applied to an accredited doctoral program. Three additional years beyond the minimum experience in 1.2 of relevant work in an appropriate field may be substituted for study beyond a Master's Degree.

16.2.3 ASSOCIATE PROFESSOR: Minimum of a Master's Degree in a related discipline plus thirty hours of significant and related graduate work, or a minimum of sixty-five credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree. Five additional years beyond the minimum experience in 1.3 of relevant work experience in an appropriate field may be substituted for study beyond a Master's Degree.

16.2.4 PROFESSOR: An earned Doctor's Degree recognized by the Board of Higher Education in the State in which earned and by the appropriate regional accrediting association in a related discipline. In addition, recognition will not be granted for a Doctor's Degree from an institution listed by the New Jersey Department of Higher Education as unacceptable. Ten additional years beyond the minimum experience in 1.4 of relevant work experience in an appropriate field may be substituted for study beyond a Master's Degree.

16.3 GUIDELINES FOR INITIAL PLACEMENT IN RANK

16.3.1 The individual must meet the criteria under experience, length of service and educational preparation as set forth in this Article to determine placement in the appropriate rank.

16.3.2 The individual, upon hire, will be given a salary either at or in excess of the minimum salary established for his or her particular rank but less than the minimum salary for the next higher rank.

16.3.3 The College, in its sole discretion, may waive the minimum criteria under experience, length of service and educational preparation as it deems appropriate.z

16.3.4 Although the College with respect to the initial granting of academic rank shall utilize the above as guidelines, all matters and decisions pertaining to the initial granting of academic rank and/or the granting of initial salary are within the sole discretion of the Board, and shall not be subject to review or subject to the grievance procedure of this Agreement providing the starting salaries as indicated in Article 5.3 are used as a minimum.

16.3.5 The initial granting of salary and the initial granting of academic rank shall be a matter solely between the incoming faculty member and the College and once salary and rank are set by the Board, it shall be final and binding upon said faculty member for the initial year.

ARTICLE XVII

EVALUATION OF FACULTY

17.1 GENERAL

Evaluation of faculty shall provide for a systematic and regular review of faculty and shall be used for the purpose of staff development, improving instruction and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference may be made to previous existing evaluations and the growth exhibited by the faculty member

for his length of service at the College. Effective teaching is a most important element but other factors, such as professional growth and development, relevant community service, service within the discipline and/or institution, scholarly achievement, administrative effectiveness and relevant contributions to professional organizations will be considered.

17.2 EVALUATION OF NON-TENURED FACULTY

A comprehensive evaluation of all non-tenured faculty shall be conducted each year and shall consist of the following elements:

1. Class Observation(s) by the Dean of the College or his designee.
2. Class Observation(s) and evaluation by a Peer of the faculty member.
3. Student Evaluation
4. Self-Evaluation.
5. Dean's Evaluation, conference and recommendation.

17.3 Dean of the College Class Observation

The Dean of the College, or his designee, shall conduct class observation(s). A copy of this observation shall be given to the faculty member involved and he/she shall have an opportunity to comment upon said observation. The faculty member involved shall be notified that said observation will take place within a one (1) month period

of the notification. The observation and the comments of same shall be a part of the evaluation file.

17.4 Peer Class Observations

17.4.1 A peer is defined as a faculty member, and if possible, one who has two years teaching experience at the College and has previously taught the same or similar course. The peer shall be selected by the tenured faculty for each faculty member being evaluated.

17.4.2 A copy of this observation shall be given to the faculty member involved who shall have an opportunity to comment upon said evaluation. The observation and the comments of same shall be a part of the evaluation file.

17.5 Student Evaluations

Every faculty member will be evaluated by his students at least once a year. The student evaluation shall be conducted in each section being taught by the faculty member.

17.5.1 The Office of the Dean of the College shall be responsible for distributing and collecting the evaluation forms, and summarizing the results to be forwarded to the faculty member evaluated for his comments.

17.5.2 The summary and comments shall be made a part of the evaluation file. The original of said evaluations shall be kept in the possession of the Dean of the College.

17.6 Self-Evaluation

Each faculty member will prepare a self-evaluation each year. The self-evaluation will be completed and forwarded to the Dean of the College for his comments. The evaluation, with comments, shall be made a part of the evaluation file.

17.7 The lack of or failure to complete the Peer, and self evaluations will not preclude such faculty member from being evaluated.

17.8 Dean of College Evaluation and Recommendation

The Dean of the College shall prepare each year an independent evaluation (on Form "A" attached) for all non-tenured faculty. Copies of this evaluation shall be given to the faculty member and he shall be given an opportunity to comment upon same. The evaluation with comments shall be made a part of the evaluation file.

17.9 Review and Comments by the Dean

The entire evaluation file, described above, shall be forwarded to the Dean who shall review each file and shall append his comments. The Dean shall also hold an evaluation conference with the faculty member involved and prepare his recommendation for retention/non-retention of non-tenured faculty.

17.10 Final action on retention or non-retention, tenure or promotion, rests with the Board of Trustees and the same shall not be subject to review or subject to the grievance and arbitration provisions of this Agreement. For non-tenured faculty, non-renewal notices will be sent by April 1 of each year.

17.11 REGULAR EVALUATION OF TENURED FACULTY

At least every three (3) years, but not more than once every two years an evaluation of tenured faculty members shall be conducted. This comprehensive evaluation shall follow the same format of the comprehensive evaluation for non-tenured faculty members.

17.12 GENERAL EVALUATION PROVISIONS

17.12.1 The provision of this Article shall not preclude more frequent evaluations when deemed necessary by the President or the Dean of the College provided that the faculty member has been apprised of the reasons for such.

17.12.2 When a faculty member has a released time assignment, the appropriate administrator will submit an evaluation to the Dean of the College concerning the performance of the faculty member in this released time assignment. Where feasible, such evaluation shall become a part of the comprehensive evaluation and shall be a part of the evaluation file. The faculty member involved may have an opportunity to comment upon this evaluation and his comments shall also become a part of the file.

17.12.3 Classroom observations will be based on observable, instructional acts.

17.12.4 The parties will meet to develop forms for use in the evaluation processes described above. The parties will meet to attempt to develop forms by October 15, 1976.

ARTICLE XVIII

APPOINTMENTS, REAPPOINTMENTS, AND TENURE

18.1 Definitions

Full-time teaching faculty members are recommended by the President and appointed by the Board to the instructional staff in the ranks of Instructor, Assistant Professor, Associate Professor, and Professor.

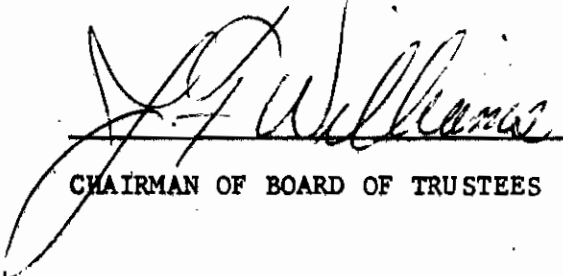
18.2 Appointment and Reappointment

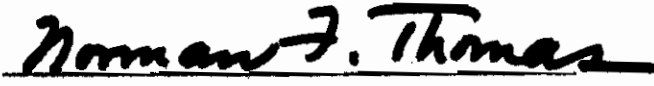
Each non-tenured member of the negotiating unit shall be considered by the Board for appointment to terms consistent with the academic year as defined by the College.

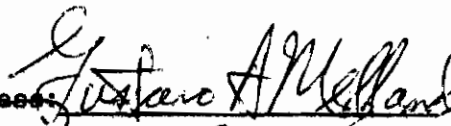
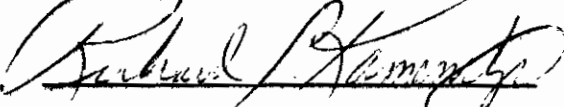
18.3 Where the Board decides that it shall not reappoint a non-tenured member to another academic year appointment, it shall give notice of non-reappointment by April 1 of that year of service.


18.4 Matters of non-reappointment and termination shall be within the sole discretion of the Board and shall not be subject to the grievance and arbitration provisions of this Agreement.

IN WITNESS WHEREOF, the Faculty Association and the Board have caused this Agreement to be signed this day of July 27, 1976, by the President of the Faculty Association and the Chairman of the Board of Trustees.


CHAIRMAN OF BOARD OF TRUSTEES


PRESIDENT OF THE FACULTY ASSOCIATION

Witness: 


Witness: 

MEMORANDUM OF UNDERSTANDING

The Board of Trustees of Passaic County Community College and the Passaic County Community College Faculty Association hereby agree as follows:

A. Effective August 16, 1975, all faculty members covered by the 1974-76 Agreement and employed for the 1974-75 academic year, except those faculty members who were awarded non-designate rank in the 1975-76 academic year or who are subject to terms of an individual Memorandum of Understanding, shall receive, for the 1975-76 academic year, an increase of two hundred and fifty dollars (\$250) above their base salaries for the 1974-75 academic year.

B. Effective August 16, 1976, all faculty members who have not been awarded non-designate rank under the terms of the 1974-76 Agreement shall be awarded, without reduction in salary, non-designate rank under the terms of the 1976-78 Agreement as indicated in "C" below.

C. As of August 16, 1976, the non-designate ranks of all faculty members covered by both the 1974-76 and the 1976-78 Agreements are as listed in the following table:

<u>Faculty Member</u>	<u>Rank</u>
Martin Bookbinder	Professor (1)
Robert Burch	Professor
Arline Dederick	Instructor

<u>Faculty Member</u>	<u>Rank</u>
Diane De Vos	Instructor
Richard Florio	Professor (1)
Edward Gehl	Assistant Professor
Ida Griedanus	Associate Professor
Donald Hackley	Instructor
George Knepple	Professor
Daniel Lyons	Associate Professor
Eileen Maloney	Instructor
Sharon Maloney	Professor (1)
Richard Pirozzi	Assistant Professor
Norman Thomas	Professor
Nora Velez	Assistant Professor
Cathy Walsh	Instructor
Lary Wasserman	Associate Professor

(1) Do not meet rank requirements under the terms of the 1976-78 Agreement.

D. The three professors, indicated in "C" above, who do not meet the rank requirements under the terms of the 1976-78 Agreement shall, when they meet the requirements, at any time during their employment in a faculty position at Passaic County Community College, receive an increase of eight hundred and eighty dollars (\$880) above their then current base salary.

E. Prior to September 1, 1977, the parties shall develop a Promotion Procedure which shall become part of the 1976-78 Agreement.

F. It is hereby agreed that upon the execution of the Agreement and this Memorandum, or as soon thereafter as possible, the parties will withdraw all unfair labor practice charges filed by either party against the other and agree that said charges shall not be refiled. In addition, anything occurring prior to the execution of the Agreement and Memorandum shall not be the subject of any further unfair labor practice charges.

G. SALARY PAYMENT OPTION

For all faculty appointed prior to or during the 1975-76 academic year, an election shall be made for one of two options. Failure to stipulate an option will result in the College disbursing the appropriate salary for the 1976-77 academic year over a twenty-four (24) payment schedule, commencing September 15, 1976 and ending August 31, 1977.

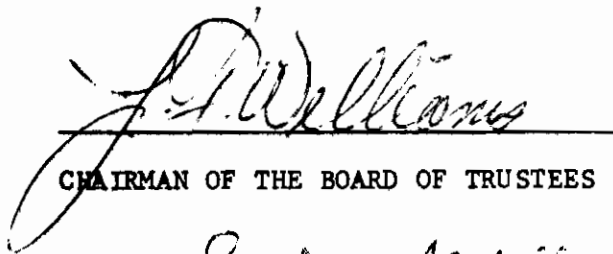
Option No. 1: Twenty-five (25) payments of equal amounts constituting the appropriate salary for the 1976-77 academic year, commencing August 31, 1976 and ending August 31, 1977.

Option No. 2: Twenty (20) payments of equal amounts constituting the appropriate salary for the 1976-77 academic year, commencing September 15, 1976 and ending June 30, 1977.

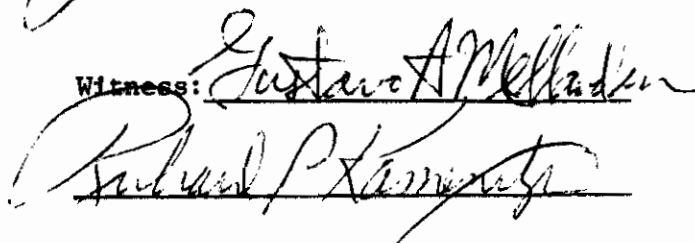
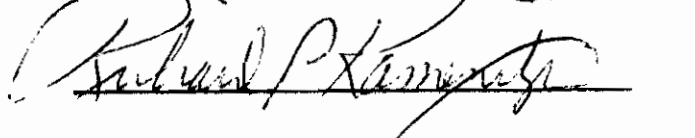
The election must be made in writing and delivered to the Supervisor of Accounting on or before August 15, 1976.

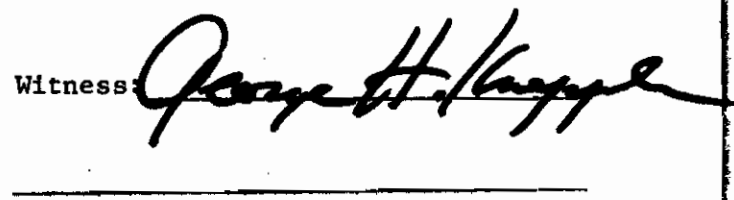
For the 1977-78 year, there will be the option of the twenty(20) payment plan which must be selected prior to August 15, 1977 in the manner prescribed above. Failure to stipulate this option will result in a twenty-four (24) payment schedule. Under either condition, payments will commence on September 15, 1977. This option is available for all faculty members appointed during the 1976-77 year or prior thereto. The selection must be made on or before September 7, 1977.

IN WITNESS WHEREOF, the Faculty Association and the Board have caused this Agreement to be signed this day of July 27, 1976 by the President of the Faculty Association and the Chairman of the Board of Trustees.


CHAIRMAN OF THE BOARD OF TRUSTEES


PRESIDENT OF THE FACULTY ASSOCIATION

Witness: 


Witness: 

FORM A"

DEAN'S EVALUATION FORM

The evaluation must be constructive. The person being evaluated should be made aware of both strengths and weaknesses, with the evaluation being thoroughly discussed before final submission. As a result of this assessment, the faculty member should have been helped to promote individual growth within the context of professional responsibilities. (1-5 should refer to the rated period.)

Contributions on College Committees *Superior Good Satisfactory *Deficient N/A

Comments: _____

Contributions to the Discipline: *Superior Good Satisfactory *Deficient N/A

Comments: _____

Contributions to the College: *Superior Good Satisfactory *Deficient N/A

Comments: _____

Contributions to Community Service (where applicable): *Superior Good Satisfactory *Deficient N/A

Comments: _____

*Supportive and detailed explanation needed if this category is checked.

(Continued)

Scholarly or other contributions to professional organizations:

*Superior Good Satisfactory *Deficient N/A

Comments: _____

Narrative overall evaluation (Other factors, besides the above, to consider: willing assumption of responsibilities, implementation of and adherence to College policies and procedures and assessment of credentials, knowledge of subject matter, attitude, etc.):

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