

THIS DOES NOT
CIRCULATE

AN AGREEMENT

BETWEEN THE

PASSAIC COUNTY COMMUNITY COLLEGE

Board of Trustees
AND THE

FACULTY ASSOCIATION

OF THE

PASSAIC COUNTY COMMUNITY COLLEGE

August 21, 1983 - August 20, 1987

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PREAMBLE

This Agreement, entered into this day of 1983,
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 Asso-
ciation" or the "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.

1.3 The College is entering into considerations for certain academic/teaching programs of a non-credit nature that would necessitate the hiring of teachers. These personnel are not required to possess the same background and credentials as our faculty but do, in fact, possess appropriate training in their respective fields.

The College proposes that these personnel be included in the faculty unit but that certain modifications be made specifically for this category of personnel in appropriate areas of the contract, including but not limited to:

Recognition as:

"non-credit teachers not awarded the rank of either instructor, assistant professor, associate professor, or professor thereby being ineligible for the receiving of tenure"

Work Year:

48 weeks per year with a 4-week vacation period

Workload:

5 days, 7 hours per day

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 to 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, nor shall there be further negotiations not provided for in the Agreement throughout its duration except by mutual agreement between the 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 Constitutions of New Jersey and the United States, and that it shall not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of 1) his/her membership in the Faculty Association and its affiliates, 2) his/her participation in collective negotiations with the Board or other activities of the Faculty Association and its affiliates, or 3) his/her 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 affect 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/she may have under New Jersey School Laws or other applicable laws and regulations.

3.4 Duly authorized members of the Faculty Association shall be permitted to transact official Association business on College property when such transactions in no way interfere with College business or the faculty member's scheduled hours of instruction, advisement, consultation or office hours.

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 21, 1983, all faculty members employed in the 1982-83 faculty year shall receive a base salary increase of eight hundred and fifty dollars (\$850) plus four percent (4%) of their base salaries for the 1982-83 faculty year.

5.2 Effective August 21, 1984 all faculty members employed in the 1983-84 faculty year shall receive a base salary increase of nine hundred dollars (\$900) plus four percent (4%) of their base salaries for the 1983-84 faculty year.

5.3 Effective August 21, 1985 all faculty members employed in the 1984-85 faculty year shall receive a base salary increase of nine hundred dollars (\$900) plus four percent (4%) of their base salaries for the 1984-85 faculty year.

5.4 Effective August 21, 1986, all faculty members employed in the 1985-86 faculty year shall receive a base salary increase of nine hundred dollars (\$900) plus four percent (4%) of their base salaries for the 1985-86 faculty year.

5.5 Effective August 21, 1983 and each successive contract year, each faculty member who has been employed for five (5) full or partial faculty years and who has not already received a longevity increase, shall in his/her sixth faculty year receive a base salary increase of two percent (2%) of his/her fifth year base salary. Anyone who completes five (5) years during the last year of this Agreement shall receive this longevity increase on August 21, 1987.

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

Professor	\$22,500
Associate Professor	\$18,500
Assistant Professor	\$15,500
Instructor	\$13,500

5.7 Faculty members shall have the first option to teach in the Summer or other non-semester terms one (1) section of a course they have previously taught at the College. In addition, the faculty member has the first option to teach two (2) sections of the same course in a term which is of six (6) weeks or longer duration. The College retains the right to select among qualified faculty members who apply for the same courses.

The above shall not apply to any non-tenured faculty member who has been given notice of non-reappointment for the next faculty year.

5.8 Salary for teaching a Summer or other non-semester course shall be ten dollars (\$10) more than the adjunct pay rate but not less than two hundred and sixty dollars (\$260) per contact hour.

5.9 Effective August 21, 1984, salary for teaching a Summer or other non-semester course shall be the overload rate.

5.10 Effective August 21, 1983, overload payment earned in the Spring semester of an academic year shall be ten dollars (\$10) more than the adjunct pay rate but not less than two hundred and seventy-five dollars (\$275) per contact hour for Instructors and Assistant Professors and two hundred ninety dollars (\$290) for Associate Professors and Professors.

5.11 Effective August 21, 1984, overload payment shall be at the rate of three hundred and ten dollars (\$310) per contact hour.

5.12 Effective August 21, 1985, overload payment shall be at the rate of three hundred and eighty dollars (\$380) per contact hour.

5.13 Effective August 21, 1986, overload payment shall be at the rate of four hundred and fifty dollars (\$450) per contact hour.

5.14 Each faculty member shall elect one of the following two salary payment options.

Option No. 1: Twenty-four (24) payments of equal amounts constituting the appropriate salary for the faculty year, commencing on the first day of instruction of one calendar year and ending August 15 of the following year.

Option No. 2: Twenty (20) payments of equal amounts constituting the appropriate salary for the faculty year, commencing on the first day of instruction of one calendar year and ending June 15 of the following year.

The election must be made in writing and delivered to the Payroll Supervisor on or before August 15 of a calendar year.

Failure to stipulate an option will result in the College disbursing the appropriate salary for the faculty year in accordance with Option No. 1.

5.15 The maximum base salary of any individual faculty member during the effective period of this Agreement, as specified in Section 9.1, shall be fifty thousand dollars (\$50,000).

5.16 All faculty members who are employed at the College on May 15, 1983 and who have been granted continuing employment in the 1983-84 academic year

shall receive a one time bonus payment of \$500.00. This shall not be added to the employee's base salary. Payment shall be made on the paydate following ratification by both parties.

ARTICLE VI

SICK LEAVE

6.1 All members of the bargaining unit employed by the Board shall be entitled to twelve (12) sick leave days with pay each faculty year. Unused sick leave days shall be accumulated from year to year up to a maximum of 300 days. Faculty members who achieve ten (10) years of service before reaching the age of 57 shall have their accumulation of sick leave days reduced by seven (7) days for each year worked beyond age 57.

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

6.3 Faculty members who find it necessary to use sick leave must inform the Dean of Academic Affairs as soon as possible that they will be absent from work.

6.4 Faculty members may submit to the Dean of Academic Affairs requests for the granting of additional sick days, when warranted, beyond their accumulated days. The Dean will forward the request with his recommendation to the President. The President will consider the request and, if approved, will submit the request to the Board for its action.

6.5 Any faculty member who will be missing a class which is scheduled prior to 10:00 a.m. must call the Office of the Dean of Academic Affairs at (201) 345-6632 the night before or, if impossible, at least one hour prior to the time class is scheduled to begin.

6.6 Except as noted in Section 6.7, faculty members who leave employment with the College with at least three (3) years of service shall receive a cash payment equal to 1/2 of his/her unused accumulated sick days, up to a maximum of twenty-three percent (23%) of his/her then current base salary.

6.7 Faculty members with ten (10) or more years of service who leave employment with the College between the ages of 51 and 62 inclusive shall receive a cash payment equal to 100% of his or her unused accumulated sick leave. The payment shall be based upon the salary the faculty member would have received in the next succeeding year had he or she continued employment with the College. The payment shall be payable on August 31, following the academic year in which notification of decision to leave is given, provided the notification requirements of Section 18.3.2 have been met.

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) or more years of service, for a period not to exceed twelve (12) months.

7.1.2 Request for such leave shall be made in writing to the appropriate Dean at least six (6) months prior to the commencement of said leave, except in a situation of extreme emergency. The Dean will forward the request with his recommendation to the President for his consideration and possible recommendation to the Board of Trustees.

7.1.3 The decision of the Board shall be in writing inclusive of reasons and shall be final and binding and not subject to the 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) An unusual and/or an unavoidable personal situation.
- (4) An authorized research project, grant or fellowship.

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 to 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, except where such duty involves a military emergency, and the College reserves the right to request and obtain a copy of the official military order.

7.3.1 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. 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.

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

7.3.3 Any time that a pregnant faculty member's capability to continue working is in question, the Dean can require, and the faculty member shall provide, a statement from the faculty member's attending physician certifying what, in his/

her opinion, is the expected date of delivery and the individual's physical ability to continue work.

Pregnant faculty members will be permitted to work only as long as their doctor certifies that they are physically able to do so and only as long as they satisfactorily perform their assigned jobs. The College reserves the right to have the faculty member examined by a physician designated by the College. If any differences of medical opinion should arise between the College's physician and the faculty member'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 faculty member and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The expense of any examinations by an impartial third physician under this provision shall be borne by the College.

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

7.5 A faculty member who indicates a desire to return to employment before the expiration date of his/her leave shall be reinstated to his/her former position or to a position of like status and pay without loss of benefits or service credit, provided that he/she gives reasonable notice under the circumstances to the Office of the President of the intention and the date of return and, if requested by the College, provides certification from his/her physician to the effect that he/she is physically fit and ready to commence working.

7.6 The Board need not extend an unpaid leave of absence beyond the end of a non-tenured individual faculty member's term of appointment in the year in which the leave is granted unless the individual has been issued a renewal notice.

7.7. Except as provided herein, a faculty member 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.

7.8 Jury Duty: A full-time faculty member shall receive full salary for the period of time during which he/she serves as a juror without loss of any other leave time or of any benefits, including seniority rights, minus actual jury duty payment. If a faculty member is eligible to be excused from jury duty service or an excuse can be obtained, the faculty member must apply for such an excuse or cooperate with the College in obtaining such excuse if the College so desires. Failure to cooperate shall result in a forfeiture of the jury duty stipend paid by the College.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.1 The Board and the faculty Association agree that there shall be no unlawful 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 or 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 provisions 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 circumstances, 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 within thirty (30) days after the Agreement is signed. A copy of 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 procedure and practices in force on said date, shall continue to be so applicable during the term of this Agreement. 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.

8.5.1 In addition to the college paid membership in the Alternate Benefits Program referred to in Article 8.5, each faculty member shall have the annual option of voluntarily reducing their individual salary by an amount up to 15% with that amount being contributed on the faculty member's behalf to the TIAA-CREF Retirement Program.

8.6 The College shall establish and maintain a dental plan for all faculty members at no cost to the faculty members. Dental services may be obtained from a dentist of the individual faculty member's choice and reimbursement shall be made in accordance with the terms of the plan. The College shall spend up to a maximum of one hundred dollars (\$100) per faculty member to provide such an individual dental plan.

Effective July 1, 1984 each unit member shall be eligible for a family dental plan. The College shall select an appropriate plan.

8.7.1 Those faculty who are accepted at an accredited institution of higher education in a degree, certificate, or license program shall be eligible for tuition reimbursement (at a rate not to exceed the graduate tuition per credit then prevailing at Rutgers-The State Univeristy) subject to the following conditions:

(1) That the program is reviewed by the Dean of Academic Affairs for its appropriateness and relevance to the faculty member's current activities at the College.

(2) That the program has prior written approval, although such approval shall not be unreasonably withheld. The Dean will forward requests with his recommendation to the President for consideration.

(3) That the reimbursement shall be limited to a maximum of six (6) hours or credits per semester/Summer term and to a total of forty-two (42) hours.

8.7.2 When applying, the applicant must submit to the Dean of Academic Affairs the following information:

(1) A complete description of his/her program, including course work and criteria for successful completion.

(2) Official notice that he/she has been accepted into the program.

(3) A rationale as to how the program is relevant to his/her current duties at the College.

8.7.3 In all cases reimbursement will be made only upon submission of documentation that a course has been successfully completed with credit granted and paid for.

8.7.4 Courses may be taken at any institution accredited by an appropriate agency.

8.7.5 Faculty members who are receiving educational reimbursement/payment for the program courses that tuition reimbursement is being applied for may receive reimbursement only to the documented extent that tuition costs exceed reimbursement provided up to the limits mentioned above. Benefits received under the G.I. Bill shall be excluded from the limitations of this provision.

8.7.6 Faculty members and their children under twenty-five (25) may take courses at P.C.C.C. tuition free.

8.8 Effective July 1, 1984 reimbursement will be made for the deductible portion under the Major Medical plan currently in effect, to the maximum of one hundred (\$100) dollars, as evidenced by the submission of said deductible or an insurance company acknowledgement.

8.9 As compensation for previous rights lost, each faculty member shall, upon achievement of ten (10) years of service, have a corresponding adjustment made to accumulated sick leave.

ARTICLE IX

DURATION OF AGREEMENT

9.1 This Agreement shall be effective as of August 21, 1983, and shall continue in effect until midnight, August 20, 1987.

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/her personnel file or other files dealing with performance. a faculty member's Formal Evaluation file shall be part of the Personnel File. Such reviews must take place in the presence of the Dean of Academic Affairs and an officer of the Faculty Association if requested by the faculty member. Obsolete or erroneous material 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/she has reviewed the material and not to indicate that he/she 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 then (10) calendar days following the review, and said answer shall be made an item of his/her personnel file.

The following material contained in the personnel file shall not be made available to the faculty member: character and job references from outside sources unless the person making the reference states that the reference may be made available to the faculty member; placement records containing references from outside sources; and transcripts restricted by the sending institution.

10.2 Each personnel file shall contain a dated log listing the materials which are contained in the file, in order of their placement therein. As new materials are placed in the file, they must be listed on the log by date, title or subject matter, and date of entry. Each entry must be initialed by the person making the entry. On or about May of each year, the faculty member shall be provided with a copy of said log upon request.

10.3 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.

10.4 Procedure for Insertion of Material in Personnel Files.

10.4.1 The Director of Personnel shall be responsible for the safekeeping of all personnel files and such files shall not be removed by anyone from his safekeeping except with the permission of the Director. The individual faculty member may not remove his/her file from the Personnel office under any circumstances.

10.4.2 No document other than those of a confidential nature described under paragraph 10.1 above may be inserted into the faculty member's personnel file without simultaneous notification of the inclusion of such document to the faculty member.

10.4.3 All documents placed in the faculty member's personnel file shall be signed and dated by the individual responsible for having the document placed in the personnel file or by the person responsible for the content of the document.

The actual task of placing a document in the file shall be the responsibility of the Personnel office. All documents sent by anyone at the dean's level or higher to the Personnel office intended for inclusion in the Personnel file will be inserted into the faculty member's personnel file. Before placing documents sent to the Personnel office by anyone of a rank below that of dean in a faculty member's personnel file, the Director of Personnel will receive the approval of the appropriate dean.

10.4.4 The individual faculty member may request a copy of each item which is included in his/her personnel file, except those in paragraph 10.1 above. The Personnel office, upon such request, shall provide the faculty member with such copies at a cost of 10¢ per copy to be paid by the faculty member. The faculty member must pick up such copies in person at the Personnel office and pay for the copies upon request. A receipt will be provided.

ARTICLE XI
GRIEVANCE AND ARBITRATION PROCEDURES

11.1 Purpose

11.1.1 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.

11.1.2 The following procedures, which may be initiated by a faculty member and/or the Faculty Association acting as his/her representative, shall be the sole and exclusive means of seeking, adjusting and settling grievances.

11.1.3 Whenever any representative of the Faculty Association or any faculty member 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

11.2.1 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, regulations, procedures, 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 Grievance Procedure

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

11.3.2 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/her grievance in writing and present it formally to his/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 within ten (10) calendar days of the receipt of the grievance. The decision shall be rendered in writing to the grievant and the Faculty Association representative within five (5) calendar days of the conclusion of the discussion of the grievance.

11.4.2 Step Two

If the grievant is not satisfied with the decision rendered at Step One, he/she may submit his/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 grievant and the Faculty Association representative within seven (7) calendar days of the conclusion of the hearing of the grievance.

11.4.3 Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he/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 faculty member 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 grievant, and in the event of a negative recommendation from the Board of Trustees, the aggrieved faculty member may request a hearing before the Board of Trustees, within ten (10) calendar days after receipt of the written decision from the Board of Trustees. In the event a hearing is requested, such hearing shall commence within ten (10) calendar days of receipt of the request, and, where appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the aggrieved faculty member and the Association representative within ten (10) calendar days of the hearing.

11.4.4 Arbitration Procedure

If the aggrieved faculty member is not satisfied with the disposition of the grievance at Step Three, the Faculty Association, as representative of the grievant, shall file a notice with the Board, within ten (10) days of the receipt of the decision of the Board, requesting submission to arbitration. Within ten (10) calendar days after such written notice, the Board and the Faculty Association shall attempt to agree upon a mutually acceptable arbitrator and 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/her decision shall be limited to the interpretation or application of specific terms of the Agreement. He/she shall have no authority to add to or subtract from or to in any way otherwise modify this Agreement.

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

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

11.5.2 The discharge or suspension of faculty members during the term of a one-year appointment shall be grievable, and in the event the involved faculty member files a grievance, the burden for proving good cause for the discharge or suspension shall be upon the College.

11.6 Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of faculty members protected by such laws shall not be grievable under this Agreement.

11.7 Time Limits

11.7.1 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 grievant should reasonably have known of its occurrence.

11.7.2 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.

11.7.3 Should a grievant be dissatisfied with the decision or should no decision be forthcoming in the prescribed time, he/she may submit his/her grievance to the next step, within seven (7) calendar days to Step Two and within ten (10) calendar days to Step Three.

11.7.4 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 Step Three without a hearing at a lower step.

11.7.5 Where a grievance directly concerns and is shared by more than one grievant, 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 adjustments 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 11.7.1 above, except that payroll errors and related matters shall be corrected to date of error.

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

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

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

11.10 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 XIII

WORKLOAD

12.1.1 The faculty year shall start on August 21 of one calendar year and end on June 20 of the following year. Within this faculty year, the faculty shall teach the Fall and Spring Semesters of the academic year. Each semester shall not exceed eighteen (18) full or partial work weeks of registration, instruction, academic advisement and examinations.

Scheduled individual faculty participation in regular registration shall be limited to fifteen (15) hours within a four (4) day period. Individual faculty members shall have the option to waive this limitation. Individual faculty participation in early and late registration shall continue to be a professional obligation.

Faculty shall be assigned by a designated representative of the administration and submitted for review to the Executive Committee. The Executive Committee may suggest modifications in writing, but if any are unacceptable, they will not be subject to the grievance procedure. Reasonable suggestions will not be arbitrarily rejected.

12.1.2 The total contractual commitment of the faculty to the College shall be a maximum of thirty-six (36) full or partial work weeks. A work week shall start at 7:00 a.m. on Monday and end at 5:30 p.m. on Saturday of the same calendar week and shall consist of five (5) 7:00 a.m. to 11:00 p.m. Monday through Friday work days and one (1) 7:00 a.m. to 5:30 p.m. Saturday work day.

12.1.3 Should a semester exceed the eighteen (18) work weeks specified in Section 12.1.1, each faculty member employed in that semester shall receive one

thirty-sixth (1/36) of his/her then current base salary for each excess full or partial work week, with payment made in the pay period following the end of the semester. Should the thirty-six (36) week (twice the eighteen (18) for each semester) provision of Section 12.1.2 also be exceeded, the excess week payment shall not apply. A faculty member shall be entitled to additional compensation only under 12.1.1 and at no time shall a faculty member be compensated more than once for the same work week.

12.1.4 Should the number of hours assigned to a faculty member exceed the fifteen (15) specified in Section 12.1.1, each faculty member involved shall receive one seven-hundredth (1/700) of his/her annual base salary for each excess hour. Excess hours for a particular academic area shall be scheduled, where possible, to accommodate equitably all requests from qualified faculty members.

12.1.5 Should the fifteen (15) hours be scheduled in a period exceeding the four (4) days specified in Section 12.1.1, each faculty member involved shall receive one per diem for each excess day.

12.1.6 Should registration sessions be scheduled on a Sunday, each faculty member involved shall receive one three-hundred and fiftieth (1/350) of his/her annual base salary for each Sunday scheduled hour. Should a Sunday hour be scheduled for an individual faculty member at his/her request or in voluntary agreement with the College, the Sunday hours payment shall not apply. Registration hours on Sunday which are in excess of the contractually required fifteen (15) shall only be compensated for under this Section and shall not be compensated for under Section 12.1.4 of this Agreement.

12.1.7 Payment of the rates in Sections 12.1.4, 12.1.5, and 12.1.6 above shall be made in the pay period following the end of registration.

12.1.8 A full per diem for an individual faculty member shall be equal to one one-hundred and forty-fourth (1/144) of his/her then current base salary.

12.1.9 The Faculty Association recognizes that the College may enter into voluntary arrangements with individual faculty members to depart from the contractually provided registration assignment process without incurring additional liability for payment, except as provided in Sections 12.1.3 through 12.1.7 inclusive. Such voluntary arrangements shall not be considered a violation of any other section of this Agreement.

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, 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 (for example 18 and 12; 12 and 18; 17 and 13; 13 and 17; 16 and 14; 14 and 16). In addition, there shall be a maximum of eight hundred (800) or twelve hundred (1,200) classroom minutes, as defined in 12.3, of instruction and examinations for each contact hour. All faculty members shall continue to be in attendance at Commencement.

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; 10 and 20; 19 and 11; 11 and 19).

12.3 Each lecture contact hour shall not exceed eight hundred (800) classroom minutes per semester. Each non-lecture contact hour shall not exceed twelve hundred (1,200) classroom minutes per semester.

12.4 The College shall be able to schedule a faculty member to no more than one evening or weekend section each semester as part of the faculty member's regular workload. This provision shall not apply to new faculty positions for which the initial notice of appointment stipulates a special weekend, day and/or evening schedule. If a faculty member is assigned involuntarily to more than the above he/she shall be compensated for each additional section at the overload rate.

12.4.1 Faculty members who volunteer to perform work at extension centers sponsored by the College where the work would be outside of the normal 18 week semester being conducted at the College may be permitted to do so. The faculty member and the Association expressly recognize that such work shall not be a violation of the workload, work year provisions of this Agreement. The individual faculty member and the Association waive both for the faculty member involved and all other faculty members any provisions of this Agreement to the contrary which would provide extra payment for the faculty member involved and any other faculty members. The Association will be notified within one (1) week in each case where a faculty member so volunteers and is approved.

12.5 Off campus describes all teaching locations other than those on the Educomplex or those within a one (1) mile radius of the Educomplex. A faculty member who is assigned to teach "off campus" within a fifteen (15) contact hour semester load and is required to travel off campus as described above shall

receive the appropriate College reimbursement for mileage, parking and tolls but shall not receive less than fifteen cents (\$.15) per mile.

12.6.1 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. The assignment of preparations shall rest with the Dean of Academic Affairs. Any dispute as to what constitutes a preparation shall be resolved by the President's Office upon appeal by the faculty member involved.

12.6.2 For each additional preparation in excess of his normal teaching responsibility as defined in 12.6.1 above, the faculty member shall receive compensation in the amount of two hundred dollars (\$200). Faculty members who wish to teach additional preparations without compensation may do so only with the combined approval of the Dean and the Faculty Association.

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 had 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 faculty year.

12.8 The College shall make every effort to schedule faculty on no more than four (4) days in the six (6) day Monday through Saturday work week. If a faculty member is scheduled for a five (5) or six (6) day week, he/she will be paid for three (3) contact hours at the overload pay rate, with the payment made in the third pay period of the semester. This provision shall not apply in the Spring semester if overload exists.

12.9 If a full-time faculty member is scheduled to teach during the Summer or other non-semester 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 Academic Affairs 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, 12.6.1, and 12.6.2 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 an evening class taught as part of the regular schedule and the beginning of the first class of the next day.

13.3 The above time limits may be modified with the consent of the individual instructor. The College shall notify the Association of all such occasions where such consent is requested and granted within one (1) week of their being granted.

13.4 The provisions of this Article shall not apply in the Spring semester for individual faculty if overload exists.

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

Whenever a faculty member is assigned to non-teaching duties in order to make a full load, he/she shall be given a letter clearly stating what those duties are and what the time equivalency is to his/her normal teaching time. For each hour of contact time the substitute non-teaching duties shall not exceed two (2) clock hours and shall be between the hours of 9:00 a.m. and 5:00 p.m.

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.

14.2 The College shall provide office space for each faculty member. Assignment or reassignment of office space shall be by discipline within a specified physical area of the institution at the sole discretion of the College. Where there is more than one faculty member in a discipline sharing office space, selection of individual office space within their assigned area or specific desks within an area shall be by the faculty members according to rank, and if necessary, seniority within rank. Where the assigned office space is in a confined area such space shall be lockable. If the assignment of space is in a large open area which is not feasible to lock in the judgment of the College, then the desk provided will be lockable.

ARTICLE XV

CLASS SIZE

15.1 A faculty member who teaches more than a total of three hundred and fifty (350) students over two semesters shall receive a payment of ten dollars (\$10) per student for each student over three hundred and fifty (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 sixth full or partial work week of each semester.

15.4 ___ Faculty members shall be responsible for preparing laboratory materials or setting up laboratory equipment or to see that such is done properly. Nothing herein shall be construed to require lab faculty to actually perform maintenance or cleaning of lab 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, etc.) the terms and conditions of employment related thereto shall be subject to renegotiation.

15.6 The following provisions shall apply to all media courses (television, radio, newspaper, etc.) taught.

15.6.1 All courses taught shall be assigned a contact hour formula determined by the College, consistent with the guidelines of the sponsoring organization and Faculty members shall be credited with that contact hour value in determining their contact hour workload.

15.6.2 A faculty member shall receive a one time payment of \$100 for orientation and review of a media course the first time a faculty member teaches the course.

15.6.3 A faculty member may not be assigned to teach such a course unless it comports with the provisions of Article 12 of the contract. However, a faculty member may still agree to teach such a course if offered to him by the College and by so doing specifically waives the provisions of Articles 12 and 13 as to conduct of this course only. In addition, if a Faculty member agrees to teach such a course which is outside the parameters of Article 12 and 13, the Faculty Association also agrees to waive any and all of the provisions of those articles as they apply to the individual faculty member or the faculty membership as a whole.

15.6.4 All other provisions of the Agreement pertaining to the teaching/non-teaching obligations as they pertain to a faculty member's individual assignment, workload obligation or other (e.g. consultation, advisement, office hours, etc.) shall likewise apply to a media course.

15.6.5 The faculty member who agrees to teach such a course agrees to comply with any and all rules established by the College and or sponsoring organizations (e.g. receiving and responding to student phone calls, attending the required number of group meetings with students, at least two exam periods, etc.) even

though such rules differ from or exceed any contractual obligations and the Faculty member and Faculty Association hereby waive any penalty or remuneration provisions except overload as set out in Article 12 and class size as set out in Article 15.1 which are established in the Agreement as they pertain to the individual faculty member or the faculty membership as a whole.

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 and certified by the Dean of Academic Affairs 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 and certified by the Dean of Academic Affairs 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 and certified by the Dean of Academic Affairs 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.

16.1.5 Relevant teaching experience, as determined by the Dean of Academic Affairs, will be equated as follows:

(1) Three (3) years of non-collegiate grammar school and/or junior high school teaching experience is equivalent to one (1) year of college teaching

experience up to a maximum of three (3) years.

(2) Two (2) years of non-collegiate senior high school teaching experience is equivalent to one (1) year of college teaching experience up to a maximum of three (3) years.

16.2 Educational Preparation -- Teaching Faculty.

16.2.1 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 notice 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. Three additional years beyond the minimum experience in 16.1.2 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 16.1.3 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. 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 16.1.4 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 who meets the criteria under experience, length of service, and education preparation as set forth in this Article may be placed 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/her particular rank.

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

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 at the sole discretion of the Board, and shall not be subject to review or subject to the grievance procedure of this Agreement providing the salaries indicated in Section 5.4 are used as minimums.

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

17.1.1 General

Evaluation of faculty shall provide for a systematic and regular review of faculty and shall be used for the purpose of faculty development, improving instruction, and as an aid in determining whether a faculty member shall be retained and/or promoted. Reference in the evaluation may be made to previous existing evaluations and the growth exhibited by the faculty member for his/her 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, sound academic advisement and relevant contributions to professional organizations will be considered in the evaluation.

17.1.2 The President of the College, in addition to the Dean of Academic Affairs, shall have the right, at his sole discretion, to conduct classroom observations of all faculty members and to forward comments to the Dean for inclusion in the overall evaluation of the faculty member.

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 Academic Affairs or his designee.
- (2) Class Observation(s) and evaluation by a peer of the faculty member.

- (3) Student Evaluation(s).
- (4) Self-Evaluation(s).
- (5) Dean's Evaluation(s), conference(s) and recommendation(s).

17.3 Dean of Academic Affairs Observation

The Dean of Academic Affairs, or his designee, shall conduct class observation(s). A copy of the observation report shall be given to the faculty member involved and he/she shall have an opportunity to comment upon said report. The faculty member involved shall be notified that said observation will take place within a one (1) month period of the notification. The observation report and the comments shall be a part of the evaluation file. No more than three (3) observations in each semester may be required, except if the provisions of 17.12 shall apply.

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

17.5 Student Evaluations

17.5.1 Every non-tenured faculty member will be evaluated by his/her students at least once per year. The student evaluation shall be conducted in at least

eighty percent (80%) of the sections being taught by the faculty member.

17.5.2 The Office of the Dean of Academic Affairs shall be responsible for distributing and collecting the evaluation forms, and summarizing the results to be forwarded to the faculty member evaluated for his/her comments.

17.5.3 The summary and comments shall be made a part of the evaluation file. The original of said evaluations shall be placed in the official personnel file of the faculty member.

17.6 Self-Evaluation

Each non-tenured faculty member may prepare a self-evaluation each year. The self-evaluation will be completed and forwarded to the Dean of Academic Affairs for his comments. The evaluation, with comments, if any, 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 Academic Affairs Evaluation and Recommendation

The Dean of Academic Affairs or his designee shall prepare each year an independent evaluation for all non-tenured faculty. Copies of this evaluation shall be given to the faculty member and he/she 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 of Academic Affairs

The entire evaluation file, described above, shall be forwarded to the Dean of Academic Affairs. Either the Dean or his designee shall review each file and shall append his comments. The Dean or his designee shall also hold an evaluation conference with the faculty member involved and prepare his recommendation for retention/non-retention of non-tenured faculty which shall also be communicated to the faculty member prior to the President's final recommendation being forwarded to the Board of Trustees.

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 each year by April 1 or thirty (30) days after the Board of School Estimate adopts the College's budget, whichever is later.

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 Academic Affairs, 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 Academic Affairs 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 shall have an opportunity to comment upon this evaluation and his/her 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 or modify forms for use in the evaluation processes described above.

17.12.5 For purposes of defining the Dean's designee in this Article, said designee shall be defined as anyone designated by the Dean who is not a member of this collective bargaining unit and who has expertise in the given area of specialization of the faculty member to be observed.

17.12.6 The Dean or his designee may, where he/she deems appropriate, include in the faculty member's evaluation any comments he/she may have as to the quality and quantity of the academic advisement provided by the faculty member. The quantitative portion of the evaluation commentary would pertain to whether the faculty member has met his obligation as to the required number of registration advisement hours (12.1.1), office hours and his/her weekly hours of office consultation and advisement (14.1).

ARTICLE XVIII

APPOINTMENTS, REAPPOINTMENTS, AND TENURE

18.1 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 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.

18.3.1 Where the Board decided that it will not reappoint a non-tenured member to another academic year appointment, it shall give notice of non-reappointment by April 1 or thirty (30) days after the Board of School Estimate adopts the College's budget, whichever is later.

18.3.2 Where the faculty member decides that he or she will not return for another academic term of employment, notification will be given by April 1 for the succeeding Fall term or October 1 for the succeeding Winter or Spring term. Failure to comply with this provision will result in forfeiture of the sick leave rights of Sections 6.6 and 6.7.

18.4 Notice of the Board's decision on the granting or the non-granting of tenure shall be given by December 15 of the fifth non-tenured year.

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

ARTICLE XIX

PROCEDURES FOR PROMOTION

19.1 A written application for promotion to a higher faculty rank with commensurate salary shall be submitted to the promotion Committee in care of the Dean of Academic Affairs on or before February 1 of a faculty year by any faculty member who deems himself/herself to be eligible for higher rank, in accordance with the minimal requirements as stated in Article XVI.

19.2.1 The Promotion Committee shall consist of the chairperson (an administrator who is either in the Academic Affairs area or who is not a member of any bargaining unit) selected by the Dean of Academic Affairs, three (3) full-time tenured teaching Professors elected annually by the teaching faculty as a whole, and one additional administrator appointed by the Chairperson. One of the above administrators must be from the Academic Affairs area. All members of the Committee shall vote on all applicants.

19.2.2 The committee may offer suggestions as to promotional procedural guidelines and criteria to the Dean of Academic Affairs and to the President. All final decisions, however, rest with the Board of Trustees upon recommendation by the President and these matters shall not be subject to the grievance and arbitration procedures of this Agreement. Criteria categories for promotion shall include the following:

- a. Quality in classroom teaching
- b. Evidence of Commitment to the College
- c. Contribution to Profession
- d. Educational Development
- e. Community Services to Passaic County Agency

f. Publications

g. Community Services Outside Passaic County

19.2.3 The committee at its discretion may review all documentation contained in the applicant's personnel record. In reaching its decision, the committee may consult with other faculty and administrative officials with respect to the application for promotion. Debate and vote are confidential and the decision made collectively.

19.3 After considering all relevant information, the Committee shall submit its recommendation, with a copy to the applicant, to the Dean of Academic Affairs no later than thirty (30) days following the approval of the College budget by the Board of School Estimate on April 15th of the application year, whichever is later.

19.4 The Dean of Academic Affairs shall consider and review the recommendation and supporting documentation attached to the application, and any other documentation submitted by the promotion Committee. Within thirty (30) days of receipt of the Promotion Committee's recommendations, the Dean shall submit his written recommendation to the President for his consideration and possible recommendation to the Board of Trustees.

19.5 The decision to withhold promotion shall not be subject to the grievance and arbitration provisions contained in this Agreement.

19.6 Promotions granted will become effective at the beginning of the faculty year which next succeeds the year of the application.

19.7 Effective August 21 of the academic year stipulated in the promotion action, a faculty member who is promoted to a higher rank shall receive an increase in base salary equal to the difference between the current salary the faculty member is earning and the appropriate minimum for the new rank or one thousand dollars (\$1,000) whichever is greater.

IN WITNESS WHEREOF, the Faculty Association and the Board have caused this Agreement to be signed this day of *May 9*, 1983 by the President of the Faculty Association and the Chairman of the Board of Trustees.

Robert J. Ricci

Chairman
Board of Trustees

John M. Maloy

President
Faculty Association

Robert J. Ricci

Witness

Edward C. Schumaker

Witness