

**Agreement between
ESSEX COUNTY COLLEGE FACULTY
ASSOCIATION
AND
ESSEX COUNTY COLLEGE BOARD OF
TRUSTEES**

September 1, 2002 to August 31, 2006

ESSEX COUNTY COLLEGE
FACULTY ASSOCIATION

executive board

Charles Larkin	President
John Pace	Vice President
Enid Friedman	Recording Secretary
Mustapha Sandi	Corresponding Secretary
Matilda Abavana	Treasurer
Michael Frank	Representative to Board of Trustees
Frederick Halper	Past President
Arthur Henoeh	Negotiations Committee
Linda Sallee	Scholarship Committee
Larry Pitts	Grievance Co-chair
Ned Wilson	Grievance Co-chair

negotiating team

Michael Frank, Chief Negotiator

Ned Wilson, Chairperson
Arthur Henoeh
Charles Larkin
John P. Pace
Chris Brezinski, NJEA

past presidents

John Carney	1969-70
Linwood Gilbert	1970-72
Michael Frank	1972-73
Eleanor Kreta	1973-75
Raymond Van Pelt	1975-77
Kermit Friedland	1977-80
Harry Bernstein	1980-82
Frederick Halper	1982-84

Article One
RECOGNITION

1-1 The Board of Trustees of Essex County College recognizes the Essex County College 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 and half time Lecturers presently employed and hereafter employed by the Board, including only:

Lecturers, Instructors, Assistant Professors, Associate Professors and Professors, including those persons with one of the aforementioned ranks who serve as:

Counselors, Librarians, Educational Development Specialists, Assistant Division Chairpersons, and Part-time Coordinators.

The following positions, classifications and titles are, however, excluded: The President, Vice Presidents, Division Chairpersons, Deans, Associate Deans, Assistant Deans, Department Chairpersons, Assistants to the President and Vice Presidents, Adjunct Faculty, and Interns.

1-1.1 Any member of the unit who accepts a position as a Full-time Coordinator will not be considered a member of the unit for the duration of service as coordinator. Any person who is given the title of Special Assistant to the President and who serves as a member of the President's cabinet, while holding faculty rank, will not be considered a member of the Unit for the duration of service as Special Assistant.

1-1.2 Any tenured faculty member who subsequently relinquishes his/her title as Full-time Coordinator, accepted under the above conditions (**1-1.1**), will then return to the Unit as a full-time faculty member.

1-1.3 It is understood that Part-time Coordinators may contract with the College to perform administrative duties which may exceed the provisions of the contract. The agreement between the Part-time Coordinator and the College will specify extra-contractual duties and compensation if any.

Article Two
DEFINITIONS

2-1 The term "Board" shall mean the Board of Trustees of Essex County College, Essex County, State of New Jersey, or its duly designated agent(s).

2-2 The term "negotiating unit" when used in this Agreement shall mean the bargaining unit as described in Article 1.

2-3 The term "Association" as used in this Agreement shall mean the Faculty Association of Essex County College, the recognized majority representative for the negotiating unit.

2-4 The term "College" as used in this Agreement shall mean Essex County College, of Essex County, State of New Jersey or its duly designated agent(s).

2-5 The term "parties" when used in this Agreement shall mean the Board and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.

2-6 The title "Dean," unless otherwise stated or inferred by content, shall mean the dean appropriate to the faculty member's area of assignment.

2-7 The title "Vice President" when used in this agreement shall mean Vice-President/Chief Academic Officer, or in his absence the appropriate Dean, unless otherwise stated.

2-8 The title "Vice President/Chief Academic Officer," in the absence of such person, shall mean the President or his designee.

Article Three
SCOPE OF BARGAINING

3-1 Good Faith, Terms and Conditions, Etc.

3-1.1 The Board and the Association acknowledge that during negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to all mandatory subjects of collective negotiation. The Board and the Association have negotiated in good faith with respect to these subjects and the understanding and agreements arrived at by and between the parties after the exercise of that right are set forth in this Agreement.

The Agreement shall not be subject to change nor shall there be further negotiations throughout the duration of the Agreement except by mutual agreement between the parties.

3-1.2 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Any such provision shall be renegotiated by the Board and the Faculty Association to comply with existing law.

3-1.3 This Agreement shall supersede any rules, regulations or practices of the Board, contrary to or inconsistent with its terms. All contracts with new members of the negotiating unit shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

3-1.4 The enforcement of this Agreement is the joint responsibility of the Board and the Association. Should any dispute arise as to the proper interpretation or application of any provision(s) of this Agreement, the representatives of the Board and the Association shall meet and confer in good faith to resolve differences. Any misapplication of provisions of this Agreement shall be considered a violation of the Agreement.

3-1.5 The Parties hereby agree that the provisions of *N.J.A.C. 9A:7* (set to expire on May 26, 1996) are hereby incorporated into this Agreement by reference except in those areas already covered by provisions of the Contract and shall continue for the term of this Agreement.

Article Four
ACADEMIC FREEDOM

4-1 Statement of Principles: The Board herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education. This means for the college teacher:

4-1.1 Freedom in research, publication and professional activities where these activities do not interfere with adequate performance of his/her academic duties.

4-1.2 Freedom in the classroom to discuss controversial issues relating to the course, with the knowledge he/she has an obligation to bear in mind his/her unusual influence on the opinions and values of the students with whom he/she works.

4-1.3 Retention of all his/her rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which his/her profession and the College may be judged. Therefore, he/she must at all times be accurate, show

respect for the opinions of others, and must make clear that he/she is not an institutional spokesman.

Article Five
GRIEVANCE PROCEDURE

5-1 DEFINITION

For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Association, or between the Board and any employee or group of employees within the negotiating unit, concerning the meaning and application of the specific written provisions of this Agreement and the alleged violations of any promulgated rules or policy of the Administration or Board of Trustees affecting the terms and conditions of employment.

5-2 For the purpose of this grievance procedure, the Association, employee or group of employees shall hereinafter be referred to as the "grievant."

5-3 INFORMAL PROCEDURE: Prior to the filing of a formal grievance, the grievant shall informally discuss the matter with the appropriate administrator in whose area the alleged grievance arises.

5-4 FORMAL PROCEDURE: If, as a result of the informal discussion with the appropriate administrator, the matter is unresolved, the grievant may invoke the formal grievance. This written grievance shall be numbered, shall be submitted no later than ten (10) working days after the grievant has availed himself/herself of the procedure outlined in 5-3 above, but in any event not later than fifteen (15) working days after the grievant's presumed knowledge of the act or condition(s) upon which the grievance is based.

5-4.1 The grievant must initiate the grievance at the appropriate level of occurrence and must use the agreed-upon form.

5-5 STEP 1

The grievance will be submitted by the grievant in writing to the appropriate Dean on a form prepared by the Board. The Board will confer with the Association for the purpose of preparing the form but the final authority for such preparation shall rest with the Board. The employee, an involved administrator, and a representative of the Association will meet with the Vice President/CAO for the purpose of resolving the grievance.

5-5.1 The meeting must be held within five (5) working days (See 5-9) of the receipt of the written grievance by the administrator. The Vice President/CAO or designee shall give his/her answer in writing with respect to the grievance within five (5) working days after the above mentioned meeting.

5-6 STEP 2

If the grievance is not satisfactorily settled in Step 1, then within five (5) working days after receipt of the answer in Step 1, the grievant shall file two copies of the written grievance with the President of the College or a representative designated by the President and a copy shall be filed with the Association.

5-6.1 Within five (5) working days from the date of filing, the President or his/her designee shall meet with the grievant, any involved administrator and a representative of the Association in an effort to resolve the grievance. The President or his designee shall give the answer in writing with respect to the grievance within five (5) working days of said meeting, with a copy to the Association.

5-7 STEP 3

The grievance shall be deemed to have been satisfactorily disposed of under Step 2, unless within five (5) working days after receipt of the answer in Step 2, the grievant files two copies of the written disposition under Step 2 with the Board of Trustees, stating in

writing to the Board the reason(s) for his/her dissatisfaction with the answer given to the grievance under Step 2.

5-7.1 Within thirty (30) working days from the date of filing of the grievance with the Board, the Board through its duly designated representatives (members of the Board) shall meet with the grievant, the appropriate administrator(s) and a representative of the Association in an effort to resolve the grievance. Every effort shall be made to expedite this process.

5-7.2 The Board shall designate the time and place of the meeting. The Board shall state its disposition of the grievance in writing within fifteen (15) working days of said meeting.

5-8 STEP 4

If the grievant is not satisfied with the disposition of his/her grievance at Step 3, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration. The grievance shall be deemed waived unless arbitration is requested within thirty (30) working days of receipt of the Board's answer to the grievance. This request shall be made in writing to the Public Employment Relations Commission (PERC) with a copy sent to the Board.

5-8.1 The Association and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached as to an impartial arbitrator, the PERC shall be asked to submit a panel or panels of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration involved.

Thereafter the rules and regulations of the PERC pertaining to the selection of an arbitrator will be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the particular grievance involved. He/she shall have no authority or power to add to, delete, disregard or modify any of the provisions of this Agreement. The decision of the arbitrator shall

be final and binding upon all parties. The arbitrator shall render his/her determination in accordance with the laws of the State of New Jersey relating to county colleges and shall have the power to make compensatory awards.

5-8.2 The disposition of any grievance at any step of the grievance procedure, or prior to the actual receipt of the decision of the arbitrator by agreement between the Board and the Association, shall be final and binding upon the employee or persons who are involved or affected thereby.

5-8.3 The fees and expenses of the arbitrator and the charges of the PERC shall be borne equally by the Association and the Board.

5-9 Saturdays, Sundays, holidays and any days on which the College shall be officially closed shall be excluded from the computation of "working days" as the term is used in this procedure.

5-10 It shall be the general practice of the parties to process grievances during times which do not interfere with the assigned responsibilities of the parties concerned.

5-11 The number of days indicated at each Step will be considered as maximum and every effort shall be made to expedite the process. The time limitations in this procedure shall be considered to be of the essence and not merely procedural. However the time limits as stated in this procedure may be extended by written agreement between the President and the Association. The failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

5-12 Failure by the grievant at any Step to appeal a grievance to the next step within the specified time limits shall disallow the grievance.

5-12.1 Failure of the administration at any Step to submit a written disposition within the prescribed time limits shall allow the grievance.

5-13 It is expressly understood and agreed that in addition to the exclusions from the provisions of the grievance procedure which are contained elsewhere in the Agreement, the following are not subject to the grievance procedure:

5-13.1 Matters involving the discretion of the Board.

5-13.2 Any questions concerning the duration of this Agreement.

5-13.3 Any matter where the Board is without the expressed or implied authority to act.

5-13.4 Any action of the Board which is prescribed by law.

5-14 No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

5-15 If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the termination date of this Agreement, the time limits set forth herein may be altered by mutual consent so that the grievance procedure may be concluded prior to the termination of the Agreement or as soon thereafter as is practicable.

5-16 All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participant.

5-17 It is agreed that all parties involved in the grievance proceedings shall make available all documents and materials pertinent to the processing of the grievance.

5-18 If any employee covered by this Agreement has a complaint which he/she wishes to discuss with his/her supervisor, he/she is free to do so without recourse to the grievance procedure.

5-19 A grievance may be withdrawn by the grievant or Faculty Association at any level. However, if in the judgment of the Faculty Association, the grievance affects the welfare of the faculty, the grievance may be continued to be processed as a grievance of the Association.

Article Six
ASSOCIATION AND INSTRUCTOR'S RIGHTS AND
RESPONSIBILITIES

6-1 Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Board hereby agrees that every member of the negotiating unit employed by the Board of Trustees of Essex County College shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from such activity. As a duly constituted body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it will not discourage, coerce or harass any instructor in the enjoyment of any rights conferred by the Acts or other laws of New Jersey and of the United States; that it will not discriminate against any member of the negotiating unit with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, or participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or his/her refraining from such activity.

6-2 Individuals shall be entitled to full rights of citizenship and no religious or political activities of any instructor or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such individuals. The

private and personal life of any member of the negotiating unit is not within the appropriate concern or attention of the Board, except where it reflects upon the employee's competence, either moral or professional, to perform his/her job.

6-3 The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, color, religion, national origin, age, sex, sexual preference or marital status.

6-4 Nothing contained herein shall be construed to deny any member of the negotiating unit rights he/she may have under the laws of the State of New Jersey or other applicable laws and regulations.

6-5 The Association and its representatives shall have the right to use College facilities for meetings. The Association agrees to use the normal College channels for the reservation of these facilities. Such use shall not interfere, interrupt or conflict with normal College operation or student activities. Any additional cost due to the Association's use of College facilities shall be borne by the Association.

6-6 Consistent with the educational needs of the student and the scheduling needs of the College, every reasonable effort will be made to keep to a minimum the giving of assignments to members of the negotiating unit during a one hour time period twice each week, which time shall be reserved for College initiated institutional activities. Association business may be conducted during this period when it does not conflict with College initiated activities. In the areas of library and counseling services, however, such assignments shall be made when necessary to avoid the curtailment of services.

6-6.1 The College shall designate these hours prior to each semester.

6-7 Duly authorized representatives of the Association shall be permitted to transact official business on College property when they have no instructional or office hours scheduled and so long as there is no interference with official College business or the instructional or office hours of any other members of the negotiating unit.

6-8 Agents, members or representatives of the Association who are not employees of Essex County College shall be admitted to the College for the purpose of discussing official College/Association business.

6-9 The Association shall have the right to use College facilities and equipment, including duplicating equipment, computers, and all types of audio visual equipment at all reasonable times, where such equipment is not otherwise in use.

6-9.1 The Board may cancel the right of the Association to use such equipment at any time during the term of this agreement. Such decision shall be at the sole discretion of the Board or its agents, and such decisions or the result thereof shall not be subject to the grievance and arbitration provisions of this Agreement.

6-9.2 Where such equipment is under the control of an administrator, prior permission from that person shall be obtained for its use.

6-9.3 The Association shall pay for all labor, materials and supplies incident to such use.

6-10 The Association shall have the right to post notices of its activities and matters of Association concern on instructor bulletin boards, one of which shall be provided in each department at a location agreed upon by and between the parties to this Agreement. The Association may use College internal mail service and faculty mailboxes for communications to members of the negotiating unit.

6-11 What is contained in the Agreement shall be for the exclusive use of the Association and this Agreement may not be assigned by the Association without the prior expressed written consent of the Board.

6-12 Within ten (10) days of employment, the Director of Human Resources will provide to the Treasurer of the Association the name, date of hire, rank and Division of each new unit employee.

6-13 For the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, all available public information concerning the professional staffing and financial resources of the College. Also for the purpose of preparing for negotiations, the Board agrees to furnish to the Association, upon request, the current rank and salary of each employee in the negotiating unit. The names of the individual employees will not be given, the information merely revealing dollar amounts and numbers at each step and rank.

6-14 The Board agrees to furnish the Association with a copy of the Board Manual and Regulation Manual and all addenda and a copy of the minutes of the public Board of Trustees meetings and all addenda.

Article Seven
THE PERSONNEL FILE

7-1 Each member of the bargaining unit will have on file in the office of the Director of Human Resources a personnel file. This file will be considered the official personnel file for the member of the unit.

7-2 Upon notice of at least one day to the Department of Human Resources, the personnel file shall be open to the member of the negotiating unit in the Department of Human Resources on a

working day between the hours of 9:00 a.m. to 4:30 p.m. upon the signature of the member of the unit requesting to see his/her file. The working day is as defined in the Grievance Procedure. When reviewing this personnel file, an appropriate administrator shall be present. The Director of Human Resources will provide the appropriate administrator and will notify the individual of the administrator's availability at the time the individual gives notice of intention to review the file. The following material contained in the personnel file shall not be available to the individual.

7-2.1 Character and job references from outside sources.

7-2.2 Placement records which contain references from outside sources.

7-2.3 Transcripts restricted by the sending institution.

7-2.4 Other confidential references or confidential information obtained from outside the College.

7-3 The personnel file shall, when applicable, contain but not be limited to the following:

7-3.1 The member's signed application form.

7-3.2 The member's transcripts supporting his/her claim to academic work.

7-3.3 Documents supporting his/her claim to professional training.

7-3.4 The applicant's original academic rank and step recommendation.

7-3.5 All documents relating to the evaluation procedure.

7-3.6 All employment contracts signed by the individual.

7-3.7 All records and transcripts and other relevant documents supporting the unit member's claim to continued growth after initial placement may be placed in the file by the unit member.

7-4 Any documents other than those of a confidential nature mentioned above, shall only be inserted in the individual member's personnel file by appropriate college supervisory personnel with simultaneous written notification to the member. All documents which are placed in the individual member's personnel file by the College must be signed and dated by the individual responsible for the content and/or the placement of the document in the file. The individual member shall have the right to respond to any non-confidential document within thirty (30) days from its placement in his/her file. This response shall be signed and dated and shall become part of his/her personnel file.

7-5 The Director of Human Resources will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Director of Human Resources.

7-5.1 Upon termination of employment, the former employee shall have the same right of access to his/her personnel file which existed at the time of termination.

7-6 Consistent with the requirements of 7-2 above, an individual may make one (1) copy of each item contained in his/her file that is not restricted by 7-2.1–7-2.4 above. Such copies shall be made by the Human Resources Department which shall charge the individual seven (7) cents per copy. All such material copied shall be for the sole and exclusive use of the individual.

Article Eight

ASSOCIATION REPRESENTATIVE ON BOARD

8-1 The Association Representative shall sit in an advisory capacity before the Board of Trustees at all public meetings of the

Board. The Association Representative shall participate in Committee meetings or private sessions when approved by the Chairperson of the Board. Whenever requested by the Association Representative, the said Representative shall have the right to address an issue prior to any vote being taken by the Board.

Article Nine
ASSOCIATION OFFICERS' LOAD

9-1 The Association shall receive a total of thirty-six (36) hours of release time for each year of the Agreement. Distribution of such release time to Association Executive Board members will be made by the Association and communicated to the College as soon as possible preceding the year in which it takes effect but not later than the date when class schedules are distributed.

Article Ten
BOARD RIGHTS

10-1 Notwithstanding any provision of this Agreement, the Board hereby retains and reserves unto itself all rights, powers, duties authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey.

10-2 Notwithstanding any provision of this Agreement, the Board retains all rights, powers and authority exercised by the Board which have not been specifically abridged or modified by the Agreement.

10-3 The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees during working hours consistent with the terms and conditions of this Agreement and Chapter 123, P.L. 1974.

10-4 Notwithstanding any provisions of this Agreement, where it is in conflict with the laws of the State of New Jersey such law shall prevail.

Article Eleven
DEDUCTIONS FOR PROFESSIONAL DUES

11-1 Any member of the negotiating unit may at any time sign and deliver to the Board an assignment authorizing deduction of uniform membership dues of the Association. Such authorization shall continue in effect until it is formally revoked in writing, consistent with 11-3 below, by the member of the unit and copies thereof delivered to the Association and the Board.

11-2 Deduction of membership dues shall be made biweekly from regular check payment, and the Board agrees to remit promptly all monies so deducted according to the directions of the Association, accompanied by a list of those from whom the deductions have been made.

11-3 The deductions shall be made in accordance with the written authorization set forth below:

**AUTHORIZATION TO DEDUCT
ASSOCIATION MEMBERSHIP DUES**

Name:
Soc. Sec. #:
Department:

TO: Disbursing Officer
Essex County College
Board of Trustees

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of yearly membership dues to the Association and such amounts as may be required for dues in each subsequent year as certified by the Essex County College Faculty Association. I understand that the disbursing officer will discontinue such

deductions only if I file such notice of withdrawal which will become effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current year. I hereby waive all right and claim for said monies as deducted and transmitted in accordance with the authorization and relieve the Board and all of its officers, agents and representatives of any liability thereof.

Date: _____

Signature: _____

11-4 The Association shall certify to the Board, in writing, the current rate of its membership dues. Should the Association change the rate of its membership dues, it shall give the Board written notice sixty (60) days prior to the effective date of such change.

11-5 The Association shall waive all right and claim against the Board for improper deductions, provided that such deductions and transmittals have been made in accordance with the authorization received from the Association.

11-6 REPRESENTATION FEE

11-6.1 Purpose of Fee

If a faculty member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said faculty member will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the faculty member's per capita cost of services rendered by the Association as majority representative.

11-6.2 Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the College in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to eighty-five percent (85%) of that amount.

11-6.3 Deduction and Transmittal of Fee

11-6.3.1 Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the College a list of those employees who have not become members of the Association for the then current membership year. The College will deduct from the salaries of such employees, in accordance with Article **11- 6.3.2**.

The College will deduct the full amount of the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.

11-6.3.2 Procedures:

Except as otherwise provided in this Article, the procedures for the deduction of representation fees and transmittal of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmittal of regular membership dues to the Association.

11-6.3.3 Changes

The Association will notify the College in writing of any changes in the list provided for in Article **11-6.3.1**.

11-6.4 INDEMNIFICATION AND SAVE HARMLESS PROVISION

11-6.4.1 Liability

The Association agrees to indemnify and hold the College harmless against any liability and damages including counsel fees which may arise by reason of any action taken by the College in complying with the provisions of this Article, provided that:

11-6.4.1.1 The College gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

11-6.4.1.2 The College will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

11-6.5 Membership Availability and Demands and Return System.
Membership in the Association is available to all employees on an equal basis and the Association has established and maintained a demand and return system which complies with the requirements in Section 2(c) and 3 of the Acts establishing representation fee.

11-6.6 Should a court of competent jurisdiction hold this provision is illegal and there is no further right of appeal, then Section 11-6 in its entirety shall be stricken from the contract, have no force and effect, and be non-binding on the College.

Article Twelve
REQUIREMENTS FOR ACADEMIC RANK

**12-1 EXPERIENCE AND LENGTH OF SERVICE—
TEACHING FACULTY**

12-1.1 INSTRUCTOR:
No previous teaching experience necessary.

12-1.2 ASSISTANT PROFESSOR:

Minimum of five (5) years college teaching and/or other relevant teaching experience and/or experience relevant to the person's position at the College.

12-1.3 ASSOCIATE PROFESSOR: Minimum of nine (9) years college and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

12-1.4 PROFESSOR: Minimum of twelve (12) years college teaching and/or other relevant teaching experience and/or other experience relevant to the person's position at the College.

**12-2 EXPERIENCE AND LENGTH OF SERVICE—
COUNSELOR FACULTY AND LIBRARY/ LEARNING
RESOURCES FACULTY AND EDUCATIONAL
DEVELOPMENT SPECIALIST FACULTY**

12-2.1 INSTRUCTOR: No previous counseling or library experience necessary.

12-2.2 ASSISTANT PROFESSOR: Minimum of five (5) year college counseling or library experience or five (5) years relevant counseling or library experience in a different setting.

12-2.3 ASSOCIATE PROFESSOR: Minimum of nine (9) years college counseling or library experience or a minimum of nine (9) years relevant counseling or library experience in a different setting.

12-2.4 PROFESSOR: Minimum of twelve (12) years college counseling or library experience or a minimum of twelve (12) years relevant counseling or library experience in a different setting.

**12-3 EDUCATIONAL PREPARATION- TEACHING
FACULTY, COUNSELOR FACULTY, LIBRARY / LEARNING**

RESOURCES, FACULTY AND EDUCATIONAL DEVELOPMENT SPECIALIST FACULTY

12-3.1 INSTRUCTORS: Master's Degree from an accredited institution, or its equivalent. In the event that equivalent preparation is the basis for assignment of rank of instructor, the individual contract 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:

12-3.1.1 Advanced study with recognized teachers (e.g., in fine arts).

12-3.1.2 Practical experience in related non-academic fields. With respect to counselors or librarians, a Master's Degree in counseling or library science or a Master's Degree in a related field shall be the minimum academic requirement.

12-3.2 ASSISTANT PROFESSOR: Minimum of a Master's Degree plus fifteen (15) credits of significant and related graduate work earned thereafter from an accredited institution, or a minimum of forty-five (45) credits in accredited nursing programs or a minimum of fifty (50) credits beyond the Bachelor's Degree in a doctoral program from an accredited institution or fifteen (15) credits earned in addition to the Master's Degree which have been applied to an accredited doctoral program.

12-3.3 ASSOCIATE PROFESSOR: Minimum of a Master's Degree plus thirty (30) hours of significant and related graduate work earned from an accredited institution or a minimum of sixty-five (65) credits beyond the Bachelor's Degree in a doctoral program which does not grant a Master's Degree.

12-3.4 PROFESSOR: An earned Doctor's Degree accepted by the Board of Higher Education of the State in which earned and by the appropriate Regional Accrediting Association. In addition, recognition will not be granted for a Doctor's Degree from an

institution listed by the New Jersey Department of Education as unacceptable.

12-4 GUIDELINES FOR INITIAL PLACEMENT ON RANK

12-4.1 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.

12-4.2 Placement on step within rank will be based upon the following formula:

12-4.2.1 One step on the salary schedule for every year of appropriate college experience.

12-4.2.2 One step on the schedule for every two years of appropriate secondary or elementary experience.

12-4.2.3 One step on the schedule for every two years of related professional, nursing, industrial, business, or military experience, except that the first four (4) years of military service, whether or not related, shall be counted on a one-for-one basis as required by law.

12-4.3 Teaching experience as a teaching assistant may be credited toward rank in special instances recommended by the Division Chairperson and approved by the appropriate Dean and the Vice President or equivalent. Such experience shall be equated on the following bases:

12-4.3.1 One (1) step on the salary schedule for every two (2) years as teaching assistant, such experience to include a minimum of twenty-four (24) semester hours of teaching experience.

12-4.3.2 In the event that the computation of the formula above involved one-half (1/2) year, the Division Chairperson, with

approval of the appropriate Dean may place an individual at either the lower or higher step.

12-4.3.4 These equations of relevant experience shall prevail except in unusual circumstances in which a 1:1 ratio is recommended by the Division Chairperson with approval from the appropriate Dean, and the Vice President.

12-5 INITIAL PLACEMENT

12-5.1 Although the College, with respect to the initial granting of academic rank and initial placement on salary schedule shall utilize the above guidelines, all matters and decisions pertaining to the initial granting of academic rank and/or the initial placement on salary schedule are within the sole discretion of the Board and shall not be subject to the grievance procedure of this Agreement.

12-5.1.1 Initial placement on the salary schedule and the initial granting of academic rank shall be a matter solely between the incoming faculty member and the College. Once salary and rank are set by the Board, they shall be final and binding upon said faculty member.

12-5.2 The initial determination made by the College as indicated by placement on the salary schedule as to the prior experience to be credited to an incoming faculty member shall be maintained for all purposes where experience is part of the criteria, so long as the faculty member is continuously employed by the College.

Article Thirteen REQUIREMENTS FOR LECTURER

13-1 EXPERIENCE AND LENGTH OF SERVICE: (This is not a tenure-granting position.) No previous teaching experience necessary.

13-2 EDUCATIONAL PREPARATION: (This is not a tenure-granting position.) Bachelor's Degree or appropriate experience in career related field.

Article Fourteen
REQUIREMENTS—"VISITING INSTRUCTOR"

14-1 A special title of Visiting Instructor may be granted to an exceptionally qualified individual who has some performance skills not usually associated with formal degrees and who would contribute significantly to the objectives of the College. The appropriateness of the experience is initially evaluated by the faculty of the discipline involved and judged in turn by the Division Chairperson, Dean, Vice President and by the President or his designee.

14-2 This is not a tenure-granting position.

14-3 If teaching a full-time load as defined in this Agreement, such appointment as a Visiting Instructor shall not exceed two (2) calendar years. Visiting Instructors shall not receive consecutive appointments in this title.

Article Fifteen
WORK SCHEDULE AND WORKLOAD REQUIREMENTS

15-1 DEFINITIONS:

15-1.1 SEMESTER: A Semester is a sixteen (16) week period of instruction or the equivalent.

15-1.2 TERM: A Term is an eight (8) week period of instruction or the equivalent.

15-1.3 CONTACT HOUR: A Contact Hour is a fifty (50) minute period of instruction each week or eight hundred (800) minutes of instruction each semester or term.

15-1.4 UNDERLOAD: Underload exists when a faculty member teaches fewer than the contact hours required for the academic year.

15-1.5 OVERLOAD: Overload exists when a faculty member teaches more than the contact hours required for the academic year.

15-1.6 OFF-CALENDAR COURSES: Off-calendar courses are courses that start and/or end on dates other than those designated for the official semesters or terms.

15-2 All members of the unit who are teaching faculty will work under an annual contract with conditions as stated below:

15-3 Faculty will normally teach a total of thirty (30) contact hours during the Fall and Spring Semesters and give ten (10) additional days of service at the direction of the College in course planning and preparation and/or academic counseling or advisement. Five (5) of these days must be assigned within the period beginning fourteen (14) days immediately preceding the opening of classes in the Fall and five (5) working days either immediately preceding the start of the Spring Semester or immediately following the close of the Spring Semester.

15-4 The regular workload will be fifteen (15) contact hours per semester inclusive of release time for a total of thirty (30) contact hours of instruction each year, except as provided in 15-8.1.

In order to obtain this total, the College may at its discretion assign any combination of hours each semester (for example, 16 & 14; 17 & 13; 18 & 12). A faculty member will not be assigned less than fifteen (15) hours inclusive of release time in the Fall Semester if courses are available for which the faculty member is qualified. Moreover, it is understood that the College will not, without the faculty member's consent, assign more than eighteen (18) hours of

instruction in any semester in order to achieve this total (for example, 19 & 11). Faculty members shall be available for assignment in the Summer Term at the request of the Dean, subject to the maximum load provisions of 14-8. This request will be made on or before March 15 preceding the Summer Term.

15-4.1 When a non-teaching (35 hours/week) faculty member is assigned to teach a course or courses as part of normal load, the faculty member's thirty-five (35) hour workload shall be credited with two hours of service for each contact hour of instruction for the week in which the instruction occurs.

15-4.2 A non-teaching faculty member who is assigned fifteen (15) hours or more of teaching in any one semester shall be granted a vacation credit of thirty (30) days for such service, and shall receive a deduction of twenty-one (21) days from vacation days earned during that Academic Year as a non-teaching faculty member for each such semester taught.

15-5 Any assignment made of an off-calendar credit-bearing course shall be considered part of the thirty (30) contact hour workload and shall be counted toward the workload of the semester within which said calendar course commenced. However, off-calendar courses will not be assigned to full-time faculty members without their expressed consent unless there are insufficient courses available in the regular College calendar.

15-5.1 Faculty members who are assigned to teach off-campus or off-calendar courses either as part of their regular load or as overload will be required to keep that calendar for these courses in addition to the provisions of the regular College calendar, even where the calendars differ.

15-6 If, by the time Spring Semester course assignments are final, a faculty member cannot meet the thirty (30) contact hour load, the College may assign said faculty member to complete the required workload in the Summer Term of that year. In the event

that mandatory assignments are made for the Summer Term, every effort will be made to provide a minimum of six (6) contact hours to the faculty member. Alternately, the College may assign to the faculty member non-teaching duties during the Spring Semester to complete the required workload.

15-6.1 Should the College choose to assign non-teaching duties, the faculty member shall receive a written description of the non-teaching duties to which he/she is assigned which shall state the time equivalency to his/her normal teaching load. The faculty member shall be credited with one (1) contact hour for each two (2) hours of service per week spent in performing such non-teaching duties. The College will generally require the faculty member to perform such duties within the normal teaching day. Any restrictions imposed by this Agreement under Article 17 shall be observed whenever possible in scheduling such non-teaching duties.

15-7 A faculty member may opt to teach thirty (30) contact hours for the full academic year by informing the Dean, in writing, not later than September 30th of the Academic Year, using the form in Appendix "A", or its equivalent. Once made, this option shall bind the faculty member for the full year, unless waived by the Dean. A faculty member exercising this option waives his/her right to overload assignment beyond thirty (30) hours, except by mutual agreement of the faculty member and the Dean, and shall not be assigned in the Summer Term except as provided in Section 15.

15-7.1 If a degree or certificate program as approved by the Commission of Higher Education includes courses in the discipline of the program which are to be conducted beyond the Fall and Spring Semesters, the faculty in the program discipline shall not be eligible for the option in Section 15-7 unless there will be no need for his/her services in the Summer Term and his/her request is approved by the Dean. The Dean shall respond to such faculty

member within thirty (30) days after receipt of the faculty member's request.

15-7.2 A faculty member may opt to teach up to twelve (12) contact hours per year as overload. Overload will be assigned as requested by the faculty member in any semester or term subject to the maximum load provisions of Article 15-8. In case of Lecturers (A) assigned to the Center for Academic Skills the 36 hours per year load must be taught in the Center for Academic Skills, except by mutual agreement between the administration, the Faculty Association and the Faculty Member. Courses taught outside the Center for Academic Skills will be compensated for as earned, at the appropriate adjunct rate.

15-7.3 Within contractual limits, full-time faculty shall have first option to teach courses in the Summer Terms.

15-8 Total workload shall not exceed eighteen contact hours inclusive of release time and/or overload, whether requested or assigned, for any one (1) of the two (2) semesters or nine (9) contact hours for any Term. The appropriate Division Chairperson, with the approval of the Dean in exceptional cases, where sufficient faculty are not available, may assign courses beyond the above limits to consenting faculty members.

However, all faculty members shall be limited in workload to a maximum of forty-two contact hours per year inclusive of release time and/or overload.

The above maximums may be waived if necessary by agreement of the faculty member and the College.

Any faculty member who is required to teach in the Summer Term as a result of the provisions of 15-4 will be offered two (2) courses, if available, even though the resulting load may exceed forty-two (42) contact hours.

15-8.1 REDUCED WORKLOAD OPTION

Faculty shall have the one-time option to accept a reduced workload. All Full Professors and Associate Professors who elect the reduced workload option shall notify the Director of Human Resources by December 31, 2002 and approval shall be granted to those eligible by June 30, 2003.

15-8.1.1 Individuals who opt for the reduced workload option shall irrevocably accept a freeze in salary, equivalent to one-step per year, for three contract years. The workload for those individuals shall be 27 hours for the first academic year after acceptance and 24 hours for each year thereafter.

15-8.1.2 Eligibility shall be limited to Full Professors and Associate Professors with a minimum of 20 years service.

15-8.1.3 Formal acceptance of this option shall be recorded on an EC-207 and shall be irrevocable. Any faculty member accepting this option shall be eligible for overload only by mutual agreement of the individual and the College.

15-9 All workload assignments in the faculty member's academic area, including overload, shall be made by the appropriate Division Chairperson with approval of the Dean, assuming that the course is available and the faculty member is qualified and able to teach said course. Decisions as to availability, assignment, and/or qualifications shall be final and not subject to the grievance and arbitration provisions of this Agreement, unless the decision is arbitrary or capricious. The Division Chairperson will consult with the discipline faculty as to the faculty member's qualifications before making recommendations to the Dean.

15-10 Zero level courses shall have equal credit and contact hour for both faculty and students.

15-11 A new faculty member who is initially hired to teach in the Spring Semester, shall be paid in accordance with the appropriate salary schedule contained herein. If this faculty member also teaches during the Summer Term, payment for that time will be at the applicable overload rate.

15-12 All academic courses offered for credit, shall be taught under the academic affairs designation and shall be administered by and through the office of the Dean and the academically designated division where possible. The only exceptions may be those courses clearly determined to be community service.

**15-13 LIBRARY/LEARNING RESOURCES, COUNSELORS
AND EDUCATIONAL DEVELOPMENT SPECIALISTS
FACULTY**

15-13.1 The normal work week for those members of the negotiating unit employed in the above-named classifications will be thirty-five (35) hours per week over a five (5) consecutive day period.

15-13.2 The normal work day for the above-named individuals will be eight (8) consecutive hours, including a meal period of sixty (60) minutes.

15-13.3 Hours in excess of the designated thirty-five (35) hour week shall not be required. However, nothing contained herein shall preclude the right of the above-named members of the negotiating unit to perform their professional duties under unusual circumstances at their discretion in excess of thirty-five (35) hours per week as detailed above without additional compensation.

15-13.4 The above-named individuals shall be granted forty-two (42) non-cumulative days of vacation which shall be accrued at the rate of three and one half (3 1/2) days per month. However, employees may utilize vacation days not yet earned, with the permission of their Supervisor. If an employee resigns or

is terminated he/she shall be required to reimburse the College for all vacation days he/ she utilized and was paid for, but had not accrued as of the date his/her service for the College ended. This vacation shall be considered inclusive of all recesses and other days when classes are not in session with the exception of officially declared and scheduled holidays of the College where the College is officially closed. Such vacation periods are to be scheduled so as not to disrupt essential services. Schedules for vacation shall be made by the appropriate administrator in consultation with the member of the unit.

15-13.5 Counselors and Librarians shall receive three (3) days off during Christmas which is not to be charged to vacation time.

15-14 LECTURER

15-14.1 The Lecturer position is not a tenure track position and is not subject to the promotion provision of this Agreement. The Lecturer position may be used in the following categories:

A. Departments where remedial teaching is a major portion of load, e.g., Reading, English, Math, CAS.

B. In Departments which offer skills training, e.g., Office Systems Technology.

C. Laboratory preparation.

D. Non-instructional areas such as library and counseling.

E. Half-time lecturers in any of the above categories.

15-14.2 For categories A and B: The Lecturer's duties shall be in the area of independent teaching activities with supervision. No Lecturer shall teach 100 level courses or above except as

mutually agreed between the Association and the College. The Lecturer's workload shall be thirty-six (36) contact hours over two semesters, or two semesters and one Term.

15-14.3 For categories A and B: Lecturers shall be responsible for the assigned office hours and course preparation where applicable, but shall not normally be required to accept committee membership or responsibility for program or course development. In case of Lecturers (A) assigned to the Center for Academic Skills, committee membership or responsibility for program or course development will be required and considered in the overall evaluation.

15-14.4 For category C: The Lecturer works in a laboratory environment in a non-instructional capacity. The workload will be 35 clock hours per week for two semesters. The parties hereto agree that the responsibilities of this position, as determined by the College, may require Lecturers to exceed the normal 35 hours, on occasion. A reasonable effort will be made to schedule the employee's work assignments within the normal week. Compensatory time shall be granted for all additional work assignments in excess of 35 hours per week, which will be taken during periods of time when no classes are in session. The normal 35 hours for additional work assignment may be scheduled at any time during the day or evening provided the employee is assigned to consecutive hours. The employee shall not be required to work more than five days, Monday–Saturday. Lecturers may be required to work during the Summer I or Summer II Session, at the discretion of the Supervisor/Director, and will be compensated for same at the rate of six hours at the prevailing overload rate.

15-14.5 For category D: Workload requirements will be as described in Article 15-13 inclusive.

15-14.6 For category E: The workload of teaching Lecturers shall be 18 contact hours per year with office hours and pro-rated days of service. Salary for half time Lecturers shall be 50% of the

Lecturer step 1 salary in each contract year and shall receive all fringe benefits.

15-14.7 Full time Lecturers in all categories may receive up to five (5) successive one (1) year contracts if their work is satisfactory, followed by up to three (3) successive two (2) year contracts, and after successful completion of the total service mentioned above, may be granted successive three (3) year contracts at the beginning of the twelfth (12th) year.

Article Sixteen
HALF-YEAR CONTRACTS

16-1 Application for a half-year contract shall be made to the Director of Human Resources by December 31 of the year prior to the academic year in which the half-year contract is sought.

16-2 The College shall review applications from faculty members and reserves the right to approve applications which are deemed advantageous to the College. The decision rendered by the College in these cases shall not be subject to grievances or arbitration.

16-3 When granted, a half-year contract shall be for the duration of one academic year. A new application and approval shall be required for each subsequent year.

16-4 A faculty member who is granted a half-year contract shall be paid sixty-percent (60%) of the faculty member's annual salary for the half-year. A half-year shall equate to a one semester load, or otherwise by mutual agreement, depending on the type of contract.

16-5 Fringe benefits, including insurance, shall be paid for the full year, as if the faculty member has been present for the full year. Pension coverage, which is reduced by these provisions, shall be maintained at full yearly coverage by the College.

16-6 The workload of librarians, counselors, and other non-teaching faculty shall be defined as twenty (20) weeks of service for a half- year contract, inclusive of official college closings.

16-7 Salary for a faculty member on a half-year contract shall be paid over the full contract year or otherwise by mutual agreement.

16-8 Persons employed under this Article shall be considered full-time employees of the College.

16-9 In the event that this Article or any part hereof be ruled invalid, any individual granted such a contract shall be deemed to have been granted a special sabbatical for the time during which employment duties were not rendered.

Article Seventeen
COLLEGE WORKING DAY—HOURS

17-1 The assignment of a teaching member of the unit shall span not more than nine (9) hours from the beginning of the first class to the end of the last class of the day.

17-2 There shall be at least twelve (12) hours between the end of the last class on one day's schedule and the beginning of the first class of the next day.

17-3 The provisions of this section shall not apply to an individual who exercises his/her option under 18-1 to teach an evening section.

17-4 Such time limits may be modified with the consent of the individual instructor.

17-5 The provisions of this section shall not apply to an individual who chooses to teach more than his/her normal load.

17-6 The above time restrictions will not apply where overload exists.

17-7 A college laboratory hour shall be equal to a contact hour where the total contact hours do not exceed 1.5 times the credit hour value of the course. Where total hours in a course exceed 1.5 times the credit hour value, the number of laboratory hours in excess of this number shall be equal to one-half (1/2) of a contact hour for each laboratory hour in excess.

17-8 All Nursing Lecture/Discussion, arts laboratory and clinical hours will be given a contact hour value based upon the criteria set out below:

17-8.1a Contractual contact hours for Faculty will be calculated as follows: In lecture/ discussion up to 30 students per one faculty member with faculty contact hours to be awarded 1:1.

17-8.1b Nursing Arts Laboratory contact hours are to be weighed by ninety percent (90%) with a student/faculty ratio not to exceed 15:1.

17-8.1c Clinical laboratory contact hours (hospital and other affiliations) are to be weighed by ninety percent (90%) with a student/faculty ratio not to exceed 10:1.

17-9 Faculty members teaching in the Radiology Technology and Physical Therapy programs shall receive one hundred percent (100%) of the contact hour value for the lectures they are assigned. These faculty will receive ninety percent (90%) weighed contact hours for all Arts Laboratories.

In addition, these faculty members shall receive one (1) contact hour for each two (2) hours spent making supervisory rounds at the various institutions participating in the respective program.

Article Eighteen
EVENING AND SATURDAY WORKLOAD

18-1 EVENING CLASS REQUIREMENT:

Evening classes may be required as part of a faculty member's regular load, but the institution will make every effort to avoid such assignments. If such assignments are made, they will be assigned on a rotating basis. However, full-time faculty members desiring evening classes as part of their regular workload will be given first consideration for such assignment up to six (6) contact hours. If more than six (6) contact hours are requested, additional evening assignments may be made at the discretion of the appropriate Dean.

18-2 SATURDAY CLASSES: Saturday classes may be assigned as part of the faculty member's regular load if the specific expertise of the faculty member, as determined by the appropriate Dean, is needed on a Saturday or where such Saturday assignment is necessary in order for the faculty member to meet his/her regular teaching load. In making this determination the appropriate Dean will consult with the Division Chairperson and members of the discipline. Where a faculty member is required to teach a Saturday class because of his/her special expertise, he/she shall not be required to teach on more than four days per week. The Saturday assignment, either because of under-load or because of the need for the faculty member's expertise, shall not exceed one-third (1/3) the normal load without the consent of the faculty member. Saturday assignments made on the basis of special expertise shall be assigned on a rotating basis among qualified faculty members.

In addition to the above, Saturday classes may be assigned as part of the regular load or as overload with the consent of the faculty member involved. The limitations set out above shall not apply to a voluntary Saturday teaching assignment.

Article Nineteen
CLASS SIZE

19-1 Mass Lecture, Discussion, Laboratory, Composition, and Remedial Classes.

19-1.1 Every effort will be made to maintain the following student/ faculty ratios as determined at the third (3rd) week of the semester or session:

- (A) 30 to 1 in discussion sections.
- (B) 24 to 1 in composition courses.
- (C) 20 to 1 in remedial sections.

19-1.2 Should an instructor in either the composition or remedial class have assistance, such as a Lecturer, Teaching Intern, Laboratory Assistant, et al, the above shall not apply. However, the new student/faculty ratio shall not exceed thirty-four (34) students in composition courses and twenty-eight (28) students in remedial courses.

19-1.3 A reduction in class size to achieve the above ratios will be provided through changes in scheduling wherever possible.

19-1.4 The number of students in a laboratory section shall not exceed the number of installations in the assigned room.

19-2 Mass Lecture

19-2.1 All proposals to teach a particular course under a mass lecture format must emanate from the Academic Divisions, through their Chairpersons or from the College.

19-2.2 The appropriate Dean, together with the Discipline faculty and Division Chairperson, shall be responsible for determining whether a proposed mass lecture format for a particular course is instructionally sound, including a determination as to whether the

teaching methods proposed for the particular mass lecture are appropriate to the course. If the Dean and the Department/Division cannot agree, either party may bring the matter before the College Curriculum Committee for review.

19-2.3 Mass Lectures shall not be used for teaching remedial courses designed as remediation sections under **19-1.1(C)** or **19-1.2** above, except by prior agreement with the Association. However, nothing shall prevent the College from utilizing other experimental modes of teaching in connection with such remedial courses.

19-2.4 Mass Lecture courses shall be subject to the same scheduling requirements and procedures as all other courses.

19-2.5 The total contact hour value of the Mass Lecture will be computed by multiplying the number of individual courses at the maximum size allowable which would be necessary to accommodate the number of students enrolled in the Mass Lecture by the number of contact hours for the course. The number of students enrolled in the Mass Lecture will be measured as of the third (3rd) week of the semester or session.

19-2.6 Faculty members who are assigned to lecture, lead discussion groups, grade papers, and perform other duties associated with the lecture will be given contact hour credit for time spent in such assigned activities in accordance with the particular Mass Lecture formula which is agreed upon by the faculty members involved in teaching the Mass Lecture and approved by the appropriate Dean. However, no Mass Lecture formula for crediting contact hours may exceed the total cost to the College that would be incurred if the same number of students were divided into individual classes of maximum size.

Article Twenty
COURSE PREPARATION

20-1 COURSE PREPARATION AND SUBJECT MATTER ASSIGNMENTS.

The number of course preparations shall be determined by the appropriate administrator in consultation with members of the academic area. Two preparations shall be considered the ideal in making preparation determinations.

**Article Twenty-One
SCHEDULE DISTRIBUTION**

21-1 Every effort will be made to give each full-time instructor a schedule for the Fall and Spring Semesters no later than ten (10) days before the semester begins.

**Article Twenty-Two
OFFICE HOURS**

22-1 Consultation and Appointment Procedures. In the case of Lecturers (A) assigned to the Center for Academic Skills, one additional hour per week for each five (5) hours of assigned instruction shall be scheduled by the supervisor in lieu of office hours by appointment.

22-1.1 A faculty member shall maintain one (1) hour per week for each three (3) hours of instruction assigned, including overload courses for student consultation and advisement. The faculty member shall also reserve one (1) additional hour per week for each five (5) hours of assigned instruction to be scheduled by appointment. These office hour provisions shall apply to all semesters and terms. An "hour" as used herein shall equal 50 minutes.

22-1.2 Up to three (3) hours of consultation may be replaced by individualized instruction. Such tutoring hours shall be determined by mutual agreement between the faculty member and the Division Chairperson. All such hours shall be in addition to the faculty member's regularly assigned classes. All office hours

being maintained shall be listed on the outside of the instructor's office door.

22-1.3 A faculty member shall be responsible to perform student advisement and to assist in registration.

Article Twenty-Three
ATTENDANCE AT COLLEGE MEETINGS

23-1 The President, Vice President, and the appropriate Dean may call General Faculty Meetings at their discretion. Announcements of such meetings will include an agenda, to be distributed three (3) working days prior to the date of the meeting. The President also reserves the right to call meetings to deal with an emergency. The notice of such meetings shall indicate that such an emergency exists. Attendance of faculty at all such meetings is mandatory.

23-1.2 Attendance at Divisional and Area meetings is expected. Where an agenda is provided three (3) working days prior to the meeting, attendance will be mandatory.

23-1.3 Unless specifically covered else-where in this Agreement, attendance by all members of the negotiating unit at College-sponsored functions and activities, although encouraged, shall be voluntary. The Association and its members recognize the importance of said functions and will make every effort to attend.

23-2 Graduation

Every faculty member shall be expected to participate in the annual College Commencement Exercises.

Article Twenty-Four
FACILITIES AND PARKING

24-1 FACILITIES: The Board shall make every effort to provide adequate instructional and office facilities. The Board

shall make every effort to have available in each building used for office or instruction, adequate rest room and lavatory facilities. In addition, the Board shall make available to Faculty and Administration, a lounge which shall be designated as a Faculty-Administration lounge.

24-2 **PARKING:** Parking will be provided on a first-come, first-served basis in an employee parking lot at no cost to the members of the negotiating unit. The Board will require parking identification for each car, but shall furnish same at no cost to the members of the negotiating unit.

24-2.1 If the College is able to provide individual designated parking spaces to members of the unit, this clause shall be reopened upon notice, to discuss fees.

Article Twenty-Five
COLLEGE BOOKSTORE

25-1 Members of the negotiating unit are entitled to a ten percent (10%) discount on all hardbound and paperback books purchased at the College Bookstore. A twenty percent (20%) discount will be allowed on any purchase of supplies and merchandise in excess of fifty cents (\$.50). Discounts do not apply to items on sale. All purchases so made will be for the personal use of the individual making the purchase.

Article Twenty-Six
SAFETY-MEDICAL SERVICE AND EXAMINATIONS

26-1 Individuals shall not be required to work under conditions defined by the State or local ordinances as unsafe.

26-2 The College will endeavor to provide nursing and other medical services as follows:

26-2.1 A nurse will serve Monday through Friday, 9:00 a.m. to 4:30 p.m.

26-2.2 A medical technician will serve Monday through Thursday, 4:00 p.m. to 10:00 p.m., and Saturday, 8:30 a.m. to 5:30 p.m.

26-2.3 A doctor will serve for two (2) hours per day, Monday through Friday.

26-2.4 Ambulance service, as is available through the municipality, shall be sought through the Health Service when time allows.

26-3 All work-related accidents will be reported to the Health Service as soon as possible.

26-4 A unit member shall be entitled to physical examinations, laboratory tests, and vision examinations of his/her own choosing, and shall be eligible for unduplicated reimbursement for such examinations up to a maximum of \$235 per contract year. Such reimbursement may include eyeglasses, prescribed and purchased as a result of an eligible vision examination, within the \$235 maximum.

The unit member shall submit all applicable bills first to the New Jersey Health Benefits Plan's basic carrier and major medical carrier. Claims to the College under this section shall be only for amounts declined by NJSHBP carriers or for ineligible items, and the unit member shall be responsible for submitting, to the Director of Human Resources, applicable bills, with patient's name, date and procedure narratively stated, and statement of benefits from primary carrier and major medical carrier.

All claims for the preceding contract year shall be submitted once between September 1 and September 30 of the next contract year. Claims for the preceding contract year which are submitted at any other time will not be allowed.

Article Twenty-Seven
FILLING PROFESSIONAL VACANCIES

27-1 NOTICE: Every effort will be made to give notice of any professional position vacancy, administrative or faculty, to the members of the faculty, twenty-one (21) calendar days prior to its being filled. Such notice, which shall appear in the official College publication, shall include the job title and the minimum salary offered. Upon request to the Human Resources Department by any member of the faculty, a job description for that position shall be made available for review.

27-2 RECOMMENDATIONS: Wherever a vacancy exists in one of the following administrative positions (President, Executive Vice President, Vice President and Academic Dean) a selection committee, created by the Board of Trustees, shall be constituted to recommend candidates for the vacancy. The committee will be prepared to process applications within three (3) months of the date of existence of the vacancy. Representatives of the faculty designated by the Faculty Association will constitute equal representation with any other Essex County College internal group on such committee. Representatives of the Board or of the Community selected for such a committee shall not be considered "internal groups" within the meaning of this provision. The Board in its sole discretion may utilize the selection committee for other appointments within the institution.

27-2.1 It will be incumbent upon the selection committee to recommend simultaneously a minimum of two (2) individuals through the following procedures:

27-2.1.1 To the Board of Trustees for the choice of a President.

27-2.1.2 To the President for the choice of the Vice President.

27-2.1.3 The Board may request, at its sole discretion, that the application(s) of any individual applying for the position be forwarded to the President for consideration and action regardless of the actions of the committee.

27-3 Whenever a vacancy for a full-time faculty position occurs and the decision has been made by the College to fill the position, the appropriate Dean will provide the Discipline Committee in the Division where the vacancy occurs an opportunity to meet with the candidates for the position referred to them by the appropriate Dean.

27-3.1 The Committee shall be made up of the Department and/or Division Chairperson and four (4) tenured faculty members of that Discipline's faculty, three (3) of whom shall be selected by the Discipline's faculty and one (1) by the Dean. The Committee shall provide the Dean with its confidential written comments as to the candidacy of each individual with whom it meets, including its recommendation on hiring, within the time period set by the Dean. The Dean shall duly consider the recommendation of the Discipline Committee, but it shall in no way be considered determinative or in any way restrict the complete discretion of the College and the Board with respect to hiring personnel. All applications for employment which are received by the Department/Division shall be referred to the Human Resources Department, where they shall be kept on file and available for inspection. A list of the names of all applicants shall be forwarded to the Department/ Division Chairperson upon request.

27-3.2 In the event that the Faculty Discipline Committee does not respond within two (2) weeks after notification, the College may hire a faculty member to fill a vacancy without regard to the requirements of this provision.

27-4 DISPUTES: Any and all disputes with respect to Article 27 shall not be subject to the grievance and arbitration provision of this Agreement.

Article Twenty-Eight
OFFICE SPACE

28-1 The Board will provide office space for the Faculty Association.

28-2 The College agrees that it will allow the Association to have a telephone or telephones installed at the location it chooses, provided said locations are approved by the College. The cost of the installation and all subsequent expenses and costs associated with such phones shall be borne solely by the Association. Such telephones shall be used for the transaction of all Association business.

Article Twenty-Nine
ORIENTATION: ASSOCIATION'S ROLE

29-1 The Board shall be responsible for providing the institutional orientation of all new members of the negotiating unit.

29-2 The Association may discuss this Agreement with members of the negotiating unit during those times, as set forth in this Agreement, for the conduct of Association business. The Association recognizes its responsibility to inform all members of the unit of their right not only to join, but to refrain from membership in the Association.

29-3 The Board will provide time during the institutional orientation period during which the Association will inform members of the unit concerning the nature of the contract.

Article Thirty
CURRICULUM DEVELOPMENT

30-1 DIVISION INITIATED CURRICULA

30-1.1 New curricula, programs, and courses or changes in existing ones shall generally be initiated by an academic division through the Discipline and Divisional Curriculum Committees. All proposals from academic disciplines shall be forwarded to the Divisional and College Curriculum Committees, which shall review the proposals in terms of academic merit and the institution's ability to implement them.

30-1.2 In the event that a proposal is rejected by the College Curriculum Committee, it shall be returned to the Divisional Curriculum Committee with explanation. The Divisional Curriculum Committee may resubmit the proposal, with modifications, to the College Curriculum Committee for action.

30-1.3 Proposals which are given final approval by the College Curriculum Committee shall be submitted to the appropriate Dean and the President, who may review and append their comments and recommendations to the proposal. The President shall submit proposals that he has approved to the Board of Trustees for its approval or disapproval at its next meeting.

30-2 ADMINISTRATIVELY INITIATED PROPOSALS: The above will in no way preclude the College Curriculum Committee, the Academic Deans, Vice President, President or Board of Trustees from developing or proposing new curricula, programs or courses or changes in same. All curricula, programs or courses (or changes in same) initiated pursuant to this subsection, will be made available to the appropriate Academic Disciplines/Divisions, if any, for review and recommendations. These recommendations must be received by the College Curriculum Committee within thirty (30) days after the proposals were submitted to the Division. The College Curriculum Committee will study the proposal, and report its findings to the President within ten (10) days. The President will present the proposals with his recommendations to the Board of Trustees for its approval or disapproval. Findings of the Divisional/Discipline and College Curriculum Committees also shall be presented to the Board of Trustees by the President. Non-

credit granting community service programs or courses may or may not be made available to a Discipline/Divisional Committee pursuant to this subsection, but may go directly to the College Curriculum Committee.

30-3 The Curriculum Committee will include twelve (12) faculty as voting members selected as stated in 30-3.1. The Director of Institutional Research (or designee) and a "Designated Dean" will serve as non-voting members of the committee.

30-3.1 SELECTION OF COLLEGE CURRICULUM COMMITTEE FACULTY REPRESENTATIVES:

30-3.1.1 Faculty representatives will be elected for a three (3) year term by the constituencies which they represent except for one (1) representative to be selected by the President.

30-3.1.2 Membership of Curriculum Committee

Voting Members (11):

1. One (1) Faculty Member elected from the Humanities Division
2. One (1) Faculty Member elected from the Social Science Division
3. One (1) Faculty Member elected from the Mathematics and Physics Division
4. One (1) Faculty Member elected from the Engineering Tech/Computer Science
5. One (1) Faculty Member elected from the CIS/Business Division

6. One (1) Faculty Member elected from the Biology/Chemistry Division
7. One (1) Faculty Member elected from the Bilingual Department
8. One (1) Faculty Member elected from the Nursing/Allied Health Department
9. One (1) Faculty Member from CAS
10. One (1) Faculty Member elected from the Counselors and Librarians
11. One (1) Faculty Member appointed by the President

30-3.1.3 Faculty representation by discipline will be on a rotating basis within the eleven (11) groups. Any discipline wishing to wave its right to have representation elected from among its members may do so, and a representative may then be selected from another discipline in the Division.

30-3.1.4 Elections will be conducted by the Faculty Association. The names of those faculty members who are elected to serve on the committee shall be provided to the Chair of the Curriculum Committee and the Dean's Council no later than September 20 of the appropriate year.

30-3.1.5 An alternate representative shall be elected for each group. The alternate will have voting privileges in the absence of the regularly elected member.

Article Thirty-One
FIELD TRIPS

31-1 A field trip shall be defined as any educational activity which requires student and/ or faculty to leave the campus. Such trips will require the approval of the appropriate Dean.

31-2 The College will determine and shall supply the mode of transportation for all such trips.

31-3 The College shall provide travel- accident liability insurance up to \$250,000 per individual and \$1,000,000 per catastrophe whenever a member of the unit is required to travel on College business.

31-3.1 This insurance will be subject to any restrictions and disclaimers of the insurance company. The College will notify the faculty of any known restrictions.

**Article Thirty-Two
PAID LEAVES OF ABSENCE**

32-1 SICK LEAVE: At the beginning of each school year each member of the negotiating unit shall be credited with a twelve (12) day sick leave allowance to be used for absences caused by illness or physical disability of the faculty member.

32-1.1 Payment under this provision shall be made providing that his/her supervisor or another designated individual is notified of the absence before the first scheduled class. In cases of illness extending beyond five (5) consecutive working days, or after repeated and extended patterns of absences, certification of illness from a qualified physician may be required at the option of the College. The unused portion of such allowance shall accumulate indefinitely. In cases of illness extending beyond five (5) working days, certification by a qualified physician shall be required indicating fitness to return. The statement of fitness to return must be communicated to the College physician. At its discretion, the College may require examination by its own designated physician, at no cost to the faculty member.

32-1.2 A repeated pattern of using sick leave during Advisement, Registration and/or College meetings will allow the College to require a verification of illness.

32-1.3 Each school year each member of the negotiating unit shall receive a statement from the College indicating the number of sick days accumulated as of August 31 of that year. This report shall be received by the faculty member by September 30 and be subject to his/her verification.

32-2 SICK LEAVE BANK: The College shall establish an emergency "sick leave bank" to be administered jointly by the President of the College and the President of the Association or their designees.

32-2.1 The "Bank" shall be limited for the duration of this Agreement to a total number of days to be determined by providing two and one-half (2 1/2) days for each member of the unit covered by this Agreement each year. The days do not accrue from year to year. These days may be dispensed to members of the bargaining unit provided there are sufficient days in the bank.

32-2.2 Application for such benefits, to a maximum of twenty-five (25) days per application, shall be made to the President of the College or his designee through the President of the Association or his designee, on the College's Sick Bank Withdrawal form.

32-2.3 Days shall be dispensed to the applicant at the discretion of the President of the College and the President of the Association where the following pre-conditions are met:

(A) Serious continuing illness or disability to a member of the unit as attested to by a licensed physician.

(B) All accumulated personal sick having been exhausted.

(C) The illness or disability is not covered by any long term disability plan as contained in this Agreement or any short or long term disability plan as agreed to by the parties.

32-2.3.1 If the President of the College and the President of the Association cannot agree in regard to the pre-conditions stated above, with respect to the application, the application shall be referred to the Board for decision.

32-2.4 The benefits as provided by this Article shall not accrue to or be available to any member of the unit after the last date of employment.

32-3 BEREAVEMENT: Leave not to exceed three (3) working days will be allowed for each death in the immediate family. Family is understood to mean father, mother, grand-parents, brothers, sisters, parents-in-law, sons-in-law, daughters-in-law, wife, husband, children, step-children, or grandchildren or other members of the household. The three (3) working day period shall be consecutive starting with the first day of absence.

32-3.1 Upon written request to the appropriate Dean, where all personal leave has been exhausted, the Dean may, at his sole discretion, for good cause shown, expand the above three (3) days to five (5). The written request may be waived in a bona fide emergency situation allowing an oral request to be made.

32-4 PERSONAL LEAVE: Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in free time. Payment under this provision shall be made, provided a minimum of one (1) week's written notice was given of the intention to take a personal day, except in emergency situations. This notice shall be given to the Division Chair-person involved or his designee. The faculty member shall make the sole determination of the use of personal leave days. Except in emergency situations, it shall be the responsibility of the faculty member to find a substitute to replace him/ her in a class. In

emergency situations he/she shall give notification as soon as possible to the Division Chairperson or his/ her designee.

32-4.1 An employee who exhibits a repeated pattern of using Personal Days during Advisement, Registration and/or College meetings, must, upon request by the College, give reasons for using the Personal Day benefit at those times.

32-4.2 Upon written request to the appropriate Dean, where all personal leave has been exhausted, the Dean may, at his/her sole discretion, expand the above three (3) days to six (6) to allow the faculty member to observe religious holidays which require absence from assigned duties.

32-5 LEGAL LEAVE

32-5.1 A member of the negotiating unit who is summoned for jury duty or subpoenaed as a witness and who must serve and who does in fact serve, will be granted leave to fulfill such duty.

32-5.2 The College will pay his/her normal salary provided a record is submitted of time served and pay received, and the member of the negotiating unit remits any payment received for his/her service as a juror or as a witness, to the College.

32-5.3 In order to be eligible for pay, an employee:

- (A) Must notify his/her Division Chairperson after receipt of notice to report;
- (B) Must have reported for assigned duties on any day during the period of jury or witness duty when he/she was not necessarily absent from work on account of such jury or witness duty; and
- (C) Must furnish a certificate of completion of jury or witness duty service showing the time that he/she reported and was dismissed on each day for which jury or witness

duty is claimed and the amount of all fees received by him/her.

32-5.4 The provisions of this Article shall not apply in cases of jury or witness duty on days outside the normal college week.

32-5.5 In no case shall leave be deducted from vacation days or holidays except by request of the faculty member.

32-6 A member of the unit who is a plaintiff in a civil action shall not be compensated for absent time of more than four (4) days. The above limitation does not apply when the College is a party to the action.

32-7 SABBATICAL LEAVE: The Board may grant sabbatical leaves of absence for full- time faculty members in accordance with the following specific provisions:

32-7.1 Members of the unit shall be eligible for sabbatical leave after six (6) years of continuous service at Essex County College.

32-7.2 The number of sabbatical leaves during the term of this contract shall be limited to five percent (5%) of the unit each year, and length of service at Essex County College shall be considered by the Board in the granting of such leave.

32-7.3 Applications for sabbatical leave will be considered if made for the purpose of full-time study and/or research. Travel is acceptable provided it is for full-time study and/or research only.

In extraordinary circumstances a leave may be granted pursuant to this section for purposes of rest and recuperation provided the individual applying for said leave shall have completed at least ten (10) years of consecutive service with the College. Consecutive service for the purpose of this section shall not be considered broken for any paid leave of absence. All other leave(s) or extended absence(s) shall break consecutive service.

32-7.4 Such application shall also state that the applicant will continue to serve Essex County College for at least two (2) years after expiration of his/her leave unless this provision is expressly waived by the Board.

32-7.5 The application shall be submitted to the appropriate Dean, and if approved, to the Vice President and President for consideration and recommendation for approval or disapproval. Disapproval at any level terminates action on the application. If approved up to and including the President, the application will be submitted to the Board by the President for final action. In the event that the application is turned down by the appropriate Dean, the Vice President or the President in two (2) consecutive years, the application in the third (3rd) years, if made, shall be submitted at the discretion of the applicant to the Board regardless of the action taken at lower levels. In this event the Board shall be presented with the previous applications for leave and past negative and/or positive recommendations made pursuant to said applications.

32-7.6 Written application for sabbatical leave shall be filed with the appropriate Dean not later than April 15, prior to the academic year for which the leave is requested.

32-7.7 The granting of sabbatical leave shall not be in any sense automatic, but the Board will consider the advantage to the applicant as a scholar and teacher to be expected from such leave, and the consequent advantage through his/her service to the College. When granting sabbatical leave, the following shall be considered:

(A) The extent of the applicant's previous study, growth, contributions and successful service during the six (6) years or ten (10) years, whichever is applicable.

(B) The length of service at Essex County College.

(C) Availability of substitute staff and the needs of the College.

(D) The order in which applications are received as determined by postmark or Dean's date stamp, whichever is earlier.

32-7.8 The sabbatical leave shall be for a period not to exceed one (1) semester or sixteen (16) consecutive weeks, at full pay, or two (2) semesters or thirty-two (32) consecutive weeks, at one-half (1/2) pay. For non-teaching faculty, a half (1/2) year sabbatical shall be twenty (20) weeks, and a full year, forty (40) weeks, inclusive of closings.

32-7.9 The Board agrees to request the appropriate retirement system to credit the period of the sabbatical leave as service for retirement purposes. The period of the sabbatical leave shall be credited for increment purposes.

32-7.10 The full-time faculty members upon returning from sabbatical leave shall submit such reports as may be requested by his/her Division Chairperson.

32-7.11 The decision with respect to the granting or refusal to grant sabbatical leave shall be a matter wholly within the discretion of the Board and/or its duly designated agents, and such decision shall not be subject to the grievance and arbitration procedures of this contract, except where the procedures stated in this Article are violated.

32-8 TERMINAL SABBATICAL:

Application for a terminal sabbatical shall be made to the Director of Human Resources who shall forward it to the President for his signature. Formal acceptance shall be recorded on an EC-207 within 60 days after submission.

A faculty member shall be granted a terminal sabbatical at ½ pay based on the following criteria:

Minimum of:

- a) 15 years of service—1 year
- b) 20 years of service—2 years
- c) 30 years of service—3 years

32-8.1 At the time of the granting of the terminal sabbatical, the faculty member shall forfeit ½ year's sabbatical if:

- a) Faculty member has used more than 40% of the sick days accumulated over the length of service;
- b) Faculty member has been granted two previous sabbaticals.

32-8.2 The College at its sole discretion may waive 32-8.1.

32-8.3 If the faculty member agrees to and is granted terminal leave, the faculty member shall be required to execute an agreement that the member understands and agrees that the terminal leave is non cancelable and it is subject to receipt of the faculty member's written resignation. The faculty member shall also agree that all employment shall terminate at the conclusion of said leave.

32-8.4 By mutual agreement the payment options may be altered (e.g. a two-year ½ pay terminal sabbatical may be paid as one year at full pay).

32-9 RESERVE TRAINING LEAVE: If a member of the negotiating unit is called for reserve training as a member of any U.S. Armed Forces or National Guard reserve unit, he/she shall be granted leave as provided by law. If possible, written notice should be given as least one (1) semester in advance so that suitable arrangements can be made for the absence, such written notice to be given to the appropriate Dean and Division Chairperson. This leave is in addition to earned vacation, and the

College will pay the difference between what is received for reserve training and normal pay for the period served.

32-10 PROFESSIONAL MEETINGS AND CONVENTIONS:

All members of the negotiating unit shall be eligible for up to five (5) days leave with pay to attend professional meetings and/or conventions, provided that at least two (2) weeks notice is given to, and approval given by, the appropriate Division Chairperson, and the faculty member finds a substitute to replace him/her in class.

32-11 RETENTION OF FACULTY BENEFITS: Any faculty member on a paid leave of absence, including sabbaticals, shall retain all insurance and pension benefits without exception during the period of said leave to the extent allowed by applicable law.

32-12 CLASS COVERAGE RESPONSIBILITY: When a faculty member is absent from class for any reason, he/she shall make every effort to find a suitable substitute or make other acceptable arrangements in consultation with the Division Chair.

32-12.1 Such coverage shall be deemed professional courtesy by the faculty member or members involved and no compensation shall be rendered unless such instructional time exceeds three hundred (300) minutes in a semester or session.

32-12.2 In the event that a volunteer is not available, a faculty member shall be assigned by the Division Chairperson to fill in for such absence. Every effort will be made to make such assignments equitably. Coverage exceeding three hundred (300) minutes in a semester or session shall be compensated at the proportional overload rate. In the event that a faculty member teaches more than ninety percent (90%) of the course, the faculty member shall be compensated as if it were a regularly scheduled course.

32-13 DISCRETIONARY SABBATICAL: The College shall have the discretion to grant sabbatical leaves outside the provisions of Article 32-7 of this Agreement, for a full year at half (1/2) pay or one-half (1/2) year at a quarter (1/4) pay.

32-13.1 Half (1/2) year would be equivalent to the per semester load carried by the Faculty Member during the preceding academic year.

32-13.2 A discretionary leave shall take place where the faculty member agrees to said leave and where the granting of the leave, which shall be solely at the discretion of the College, would result in actual savings to the College in the amount of salary paid out.

32-13.3 Written application for discretionary sabbatical leave shall be made directly to the Vice President, who shall make his/her recommendation to the President. The final decision shall be made by the Board of Trustees.

32-13.4 The granting of discretionary sabbatical leave shall not prejudice the consideration of application for future sabbatical leave.

32-13.5 All benefits and seniority rights which would normally continue under a normal sabbatical shall be continued during the term of the discretionary sabbatical leave.

32-13.6 The agreement shall include the starting and ending dates of the leave, and the actual salary to be received for the period of the leave.

32-13.7 This grant of discretionary sabbatical leave and its terms shall be excluded from the grievance and arbitration provisions of this agreement, and 31-13 through 31-13.7 represents the complete understanding of the parties with respect to Discretionary Sabbaticals.

Article Thirty-Three UNPAID LEAVES OF ABSENCE

33-1 **ADVANCED STUDY:** A leave of absence without pay of up to two (2) years may be granted to any tenured member of the negotiating unit upon application for the purpose of advanced study providing that said member agrees to return to the College for at least two (2) years. The Board may accept or reject any application for leave or extend such leave beyond the two (2) year limit. Any tenured faculty member who returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption and shall be placed on the step on the salary guide that he/she would have been on had he/she continued in faculty status without interruption. Where the doctor's degree results from such a leave, the individual's position on the salary schedule may be negotiated. All fringe benefits shall cease during such leave except where statute law mandates continuance.

33-1.1 Application shall be made to the appropriate Dean through the Division Chair-person. The appropriate Dean will make his/her recommendation to the Vice President. The recommendation of the Vice President shall be appended and the application shall be transmitted through the President, who will make his/her recommendation to the Board for final action.

33-1.2 The full-time faculty member involved, upon returning from Advanced Study Leave, shall submit such reports as may be requested by his/her Department/Division Chairperson and/ or appropriate Dean.

33-1.3 If the leave is used for other than the stated purpose, the faculty member may be considered in violation of his/her contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

33-2 EXCHANGE TEACHING: A leave of absence up to two (2) years may be granted to any tenured faculty member upon application for the purpose of participating in exchange teaching programs in this or other states, territories or countries, or a cultural program related to his/her professional responsibilities. The Board may grant or deny any application for leave or may extend such leave beyond the two (2) year period. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have been had he/she continued in the College during such period. Arrangements for the continuation of fringe benefits shall be made at the time of the "exchange."

33-2.1 Application shall be made to the appropriate Dean through the Division Chairperson. The appropriate Dean will make his/her recommendation to the Vice President. The recommendation of the Vice President shall be appended and the application shall be transmitted through the President, who will make his recommendation to the Board for final action.

33-2.2 The full-time faculty member involved upon returning from exchange teaching shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

33-2.3 If the leave is not used for the stated purpose, the faculty member may be considered in violation of his/her contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

33-3 MILITARY LEAVE: A member of the negotiating unit will be given military leave without pay if he/she enlists, is drafted, or ordered to active duty in the United States Armed Forces. All fringe benefits shall cease during such leave except where statute law mandates continuance. If he/she desires to return to Essex County College, he/she must give at least sixty (60) days notice, prior to the expiration of his/her military leave of

his/her intention to return to work. The notice must be in writing and sent to the appropriate Dean and Division Chairperson. All provisions of State and Federal Law dealing with military training in the Armed Forces of the United States will apply.

33-4 SERVICE IN PROFESSIONAL ORGANIZATIONS: A leave of absence of up to two (2) years may be granted (or denied) by the Board to any tenured member of the negotiating unit upon application for the purpose of serving as an officer in any professional association or on its staff provided that said member agrees to return to the College for at least two (2) years. All fringe benefits shall cease during such leaves, except where statute law mandates continuance. Upon return from such leave the member of the negotiating unit shall be placed on the same step on the salary schedule that he/she occupied at the time the leave began. However, in exceptional cases, the Board may at its discretion, renegotiate the individual's position on the salary schedule.

33-4.1 Application shall be made to the appropriate Dean through the Division Chair-person. The Dean will make his recommendation to the Vice President. The recommendation of the Vice President shall be appended and the application shall be transmitted through the President who shall recommend to the Board for final action.

33-4.2 The full-time faculty member involved upon returning from such service shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

33-4.3 If the leave is not used for the stated purpose, the faculty member may be considered in violation of his/her contract with the College. If the leave is used for other than the stated purpose, this fact shall be reported immediately to the College for its appropriate action.

33-5 MEMBERSHIP IN PROFESSIONAL ASSOCIATION:

Membership in professional associations by members of the negotiating unit shall be paid by the College provided that the total fees for such memberships do not exceed twenty-five dollars (\$25.00) and that approval for such payment is given by the appropriate Dean. Application shall be made through the Division Chairperson.

33-6 SERVICE IN PUBLIC OFFICE: A tenured faculty member who is elected or appointed to a public office which requires his/her absence from duty with the College for an extended period of time may be granted (or denied) by the Board, a political leave of absence for a period equal to the first (1st) term in office. Upon his/her return, he/she shall be placed at the same step on the salary schedule that he/she occupied at the time the leave began. All fringe benefits shall cease during such leave except where statute law mandates continuance. A leave of absence for one (1) semester without pay may be granted (or denied) by the Board, to any tenured member of the negotiating unit, upon application, for the purpose of running for public office. All fringe benefits shall cease during such leave except where statute law mandates continuance.

33-6.1 Application shall be made to the appropriate Dean through the Division Chairperson. The Dean will make his/her recommendation to the Vice President. The recommendation of the Vice President shall be appended and the application shall be transmitted through the President, who shall recommend to the Board for final action.

33-6.2 The faculty member involved shall submit such reports as may be requested by his/her Division Chairperson and/or appropriate Dean.

33-6.3 If the leave is not used for the stated purpose, the faculty member may be considered in violation of his/her contract with the College. If the leave is used for other than the stated purpose, this

fact shall be reported immediately to the College for its appropriate action.

33-7 MATERNITY LEAVE

33-7.1 UNPAID MATERNITY LEAVE

33-7.1.1 Maternity leave without pay will be granted for a period of up to one (1) year. If more than a twelve (12) month leave is needed, a request for an extension will be considered.

33-7.1.2 Leave will be granted upon written application of at least one (1) month in advance of such leave.

33-7.1.3 During the period of the leave all fringe benefits shall cease except where statute law mandates continuance. There will be no loss of accrued benefits during the leave.

33-7.1.4 The employee shall have the option of returning at the beginning of a new semester provided that a replacement can be found for the period of time she will be on leave. Counselors and Librarians may return at any time provided that a replacement can be found for the period of time the individual Counselor or Librarian will be on leave. In either case, if no qualified replacement can be found to serve for a fraction of a year, the employee may be required to take a full year leave. In all cases, the member of the unit shall notify the Human Resources Department in writing at least two (2) months prior to the stated leave termination date as to whether she plans to return or resign. Failure to do so shall result in waiver of the right to return. Prior to her return, she must produce a certificate from her physician to the effect that she is physically fit and ready to commence working.

33-7.1.5 If the employee returns within six (6) months, she will be placed on the step she would have received had she not taken leave.

33-7.2 DISABILITY LEAVE FOR PREGNANCY

33-7.2.1 Those employees who become pregnant and who desire to work until the point of disability shall notify the Human Resources Department in writing. The notification shall include a doctor's certificate giving the anticipated birth of date.

33-7.2.2 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 responsibilities. The College reserves the right to have the employee examined by a College designated physician.

33-7.2.3 This disability leave shall be for a period of up to two (2) months or to the end of the disability, whichever is shorter. The leave may be extended upon written request to the Human Resources Department with proof of continued physical disability. Employees who request such extended leave will be required to submit a doctor's certificate of continued disability for each that the leave is extended. Accumulated sick leave may be used during any period of disability.

33-7.2.4 An employee who indicates a desire to return to her employment on or before the expiration date of her disability 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 reason-able notice (of at least [3] weeks duration) to the Human Resources Department of her intention to return and provides a certificate from her physician to the effect that she is physically fit and ready to commence working. Failure to give such notice shall result in the waiver of a right to return. The Board may require independent examination by a physician.

33-8 CONTINUATION OF BENEFITS DURING UNPAID LEAVES: All statutory provisions concerning continued participation in the benefits program provided by the Teacher's

Pension and Annuity Fund (TPAF); Public Employees Retirement System (PERS); or Alternate Benefits Program during unpaid leaves of absence as defined in this Article shall be applicable.

33-9 EMERGENCY LEAVE: An emergency leave of absence without pay for up to one (1) year may be granted to any member of the negotiating unit upon application for an emergency purpose. The Board may accept or reject any application for such leave. Upon his/her return, the member shall be placed at the appropriate step on the salary schedule. The faculty member will not earn step credit for time on leave that exceeds one-half (1/2) of that individual's contract year. All fringe benefits shall cease during such leave except where statute law mandates continuance.

33-9.1 Application shall be made to the appropriate Dean through the Division Chair-person. The Dean will make his/her recommendation to the Vice President. The recommendation of the Vice President shall be appended and the application shall be transmitted through the President, who shall recommend to the Board for final action.

33-10 The College will comply with the provisions of the Family Leave Act, N.J.S.A. 34:11-1, et seq.

Article Thirty-Four
TUITION REMISSION/REIMBURSEMENT

34-1 For a member of the unit, his spouse or unmarried child who is accepted at Essex County College for enrollment in the academic program, the College shall grant tuition remission.

34-1.2 In addition, any unmarried child of a deceased unit member who died while in the employ of the College shall be granted full tuition remission if accepted for enrollment in an academic program at the College.

34-2 Members of the negotiating unit, who are accepted to another accredited institution of higher education, shall be eligible to receive tuition reimbursement up to a maximum of eighteen (18) credit hours for the year, at the N.J. State University rate or three-quarters (3/4), whichever is greater. Faculty members who are on sabbatical for full time study may receive tuition reimbursement for up to thirty (30) credit hours at the above described rate. Members of the unit may receive up to three-quarters (3/4) of the cost (i.e., reimbursement up to a maximum of three hundred and twenty-five dollars [\$325.00]) for a program or course of skill training at other than an accredited institution of higher education. In order to be eligible to receive such reimbursement, the following pre-conditions must be met in all cases:

(1) That within the discretion of the appropriate Dean, the course(s) or program taken is relevant to the individual's position at the College, or the individual is involved in a degree program that is deemed by the appropriate Dean to be relevant.

(2) Should tuition reimbursement be denied by the appropriate Dean, the individual may request that the Division Policies and Procedures Committee review his/her request and formulate a recommendation. The faculty member may then request a review by the Board. The recommendation of the Division Policies and Procedures Committee shall be forwarded to the Board for consideration. The Board's decision shall be final and binding.

34-3 In order to obtain reimbursement, the member of the negotiating unit must submit an official receipt of tuition paid. Application shall not be made before the completion of at least two (2) months of course work. At the time of reimbursement, the individual shall certify that he/she is at that time enrolled in the course and intends to remain enrolled. Such payment shall be made within a reasonable period of time by the institution. Subsequent to the completion of the course, the individual must submit an official transcript indicating that the course(s) has been

successfully completed. Should the individual fail to successfully complete the course(s) and/or fail to provide the official transcript, the individual shall reimburse the College for all monies paid pursuant to this section.

34-4 Tuition reimbursement may be granted by the College for audited courses provided prior approval by the appropriate Dean has been received. The Dean's decision shall be final and binding.

Article Thirty-Five
PROFESSIONAL IMPROVEMENT

35-1 Faculty schedules are to be arranged wherever possible to allow faculty members to attend classes at other institutions of higher education and/or to facilitate course preparation.

Article Thirty-Six
INSURANCE AND PENSION PROGRAM

36-1 GROUP LIFE INSURANCE, PENSION, AND HEALTH BENEFITS: All members of the unit shall receive group life insurance, pension benefits, health insurance (New Jersey State Health Benefits Program Group Traditional Plan), and all benefits as provided under the laws of the State of New Jersey. The Board shall continue to pay for such coverage either fully or partially as the law provides.

36-2 DENTAL PLAN: The College agrees to provide a dental plan comparable to the plan presently provided to the faculty with full family coverage. The parties recognize that some slight variation in the coverage, however, may be necessary. Any subsequent change in the plan offered shall be at the sole discretion of the College, so long as benefit levels remain substantially the same. Such plan shall be provided at no cost to the faculty member.

36-2.1 Dental Plan and Retirement Dental Benefits: The College will provide continuing coverage after retirement for members

with 25 years service at the same rate as if they were still members in active service. The retired member shall make the appropriate provisions for the payment to the College of the requisite premium, then the college shall pay the premium for such coverage. The Human Resources Department will provide the retiring faculty member with the appropriate forms.

36-3 GROUP HEALTH BENEFITS: The Board shall maintain its policy of providing without cost to the member of the negotiating unit, full family coverage in the Hospital Service Plan of New Jersey (Blue Cross), including Rider J, the Medical Surgical Plan of New Jersey (Blue Shield), and Major Medical, under the New Jersey State Health Benefits Program Group Traditional Plan.

36-4 Retirement Health Benefits have been provided under Chapter 88, Laws of 1981, in accordance with the separate agreements between the Faculty and Administrative Associations and the College, which shall be considered to be attached hereto as a permanent part of this contract. (This agreement provides that the College will provide the State Health Benefits plan to all employees who retire from the College with 25 years service in a New Jersey public pension plan.)

36-5 LONG TERM DISABILITY: For those members of the negotiating unit currently enrolled in the TPAF and PERS programs, the Board of Trustees agrees that it will provide long-term disability coverage through an insurance carrier equal to that provided under TIAA until the participant in TPAF/PERS is eligible for the long-term disability benefits provided under the TPAF/PERS programs. Said program will be implemented, provided that said program is not contrary to State Law. In addition, the Treasurer of the Faculty Association will be consulted in regard to implementation of this program. The date at which benefits are granted by the carrier is to be the date of termination of sick bank benefits.

36-6 The College agrees to maintain an SRA deduction, which meets legal requirements, for any faculty member requesting such deduction, and will forward said funds to the approved carrier(s). Upon request of the Faculty Association, the College will designate representatives to work cooperatively with the Faculty Association to establish necessary implementation procedures.

36-7 The College agrees to provide Supplemental Life Insurance in the base amount of the faculty member's salary, subject to the age reduction rules of the carrier, for each member of the Unit.

Article Thirty-Seven

CONTRACT, DISMISSALS AND EVALUATIONS

37-1 CONTRACTS

37-1.1 Annual contracts for non-tenured faculty, in the form of an Approved EC 207, Personnel Action Budgeted Position form, shall be issued by April 30th of each calendar year.

37-1.2 Said contracts are to be signed and returned to the Board of Trustees by May 15th of each calendar year.

37-1.3 The granting of tenure shall be consistent with the laws of the State of New Jersey.

37-1.4 Each tenured member of the unit shall receive a statement each year indicating the base salary that he/she shall receive for that year.

37-1.5 Contracts may be terminated at any time by mutual agreement between the member concerned and the Board.

37-1.6 Notice of non-renewal will be issued by April 5th for faculty members in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, and January 15th for those faculty in their fifth (5th) year of service.

37-2 TENURED FACULTY: NON-RETENTION

Discharge procedure for all tenured members of the unit shall conform to the provisions of NJSA 18:A-6-18.

Article Thirty-Eight

EVALUATION OF FACULTY FOR RETENTION, NON-RETENTION TENURE AND PROMOTION

38-1 Evaluation of faculty shall be used for the purpose of improving instruction and aiding in determining whether a faculty member shall be retained and/or promoted. To this end, therefore, evaluations will take into consideration the faculty member's performance for his entire length of service at the College. Reference will be made to previous existing evaluations and to the growth exhibited by the faculty member for his/her length of service at the College. Effective teaching should be the most important element but other factors such as professional development, community service, additional contributions to the College, and contributions to professional organizations will be considered.

38-1.1 Teaching observations must be based on observable instructional acts. Where deficiencies are found, there will be suggestions for improvement on all evaluation forms, and follow up observations should be arranged for the purpose of noting improvement. All observations and evaluations must be reduced to writing.

38-2 EVALUATION OF NON-TENURED FACULTY:

38-2.1 Every non-tenured faculty member shall be evaluated annually. This evaluation shall include the following elements:

- (A) Division Chairperson's (or designee's) Class Observations

(B) Peer Class Observations

(C) Student Evaluations

(D) Self-Evaluation

(E) Division Chairperson's (or designee's) Evaluation and Recommendation

(F) Divisional Committee's Evaluation and Recommendation. (The Committee shall include members of the evaluatee's discipline when possible.)

38-2.2 Division Chairperson's (or designee's) Class Observations:

38-2.2.1 For faculty members who are in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the Division Chairperson (or designee) shall conduct class observation(s) by October 15 and January 30. This observation(s) shall be completed on Form B, Appendix "B." A copy of the observation shall be given to the faculty member observed.

38-2.2.2 For faculty members who are in their fifth (5th) year of service, the Division Chair-person (or designee) shall conduct class observation(s) by October 15. This observation(s) shall be completed on Form B, Appendix "B." A copy of the observation(s) shall be given to the faculty member observed.

38-2.3 Peer Class Observations: A peer is defined as another faculty member, and if possible, one who has at least two (2) years teaching experience at the College and has previously taught the same or similar course. The peer shall be selected by the Division Evaluation Committee.

38-2.3.1 For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the selected peer shall conduct class observation(s) by October 15 and

January 30. This observation(s) shall be completed on Form B, Appendix "B." A copy of each observation(s) shall be given to the faculty member observed and to the Chairperson.

38-2.3.2 For faculty members who are in their fifth (5th) year of service, the selected peer shall conduct class observation(s) by October 15. This observation(s) shall be completed on Form B, Appendix "B." A copy of each observation shall be given to the faculty member observed and to the Division Chairperson.

38-2.4 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 by November 1.

The faculty member's peer, as selected by the Division Evaluation Committee, shall be responsible for distributing and collecting the forms (Form E, Appendix "B"), and summarizing the result to be forwarded to the faculty member evaluated and to the Division Chairperson.

The original student evaluations will be returned to the faculty member evaluated, and it shall be his/her responsibility to retain them on file for one (1) year at the College and to make them available to the Division Chairperson and appropriate administrator upon request.

38-2.5 Self-Evaluation

38-2.5.1 Each faculty member in his first (1st), second (2nd), third (3rd) or fourth (4th) year of service will prepare a Self-Evaluation by February 5 each year. The Self-Evaluation will be completed on Form C, Appendix "B" and forwarded to the Division Chairperson.

38-2.5.2 Faculty members in their fifth (5th) year of service will prepare a Self-Evaluation by November 5. The Self-

Evaluation will be completed on Form C, Appendix "B" and forwarded to the Division Chairperson.

38-2.6 Division Chairperson's (or designee's) Evaluation and Recommendation:

38-2.6.1 For faculty members who are in their first (1st), second (2nd), third (3rd), or fourth (4th) year of service, the Division Chairperson's Evaluation and Recommendation shall be completed by February 10 each year and presented on Form A, Appendix "B." Copies of this evaluation shall be given to the faculty member and the Dean or other appropriate administrator. There will be suggestions for improvement on all Chairperson's evaluations and comments on past suggestions will be noted.

38-2.6.2 For faculty members who are in their fifth (5th) year of service, the Division Chairperson's Evaluation and Recommendation shall be completed by November 15 and presented on Form A, Appendix "B." Copies of this evaluation shall be given to the faculty member and the Dean or other appropriate administrator.

38-2.7 Division/Department Evaluation Committee:

38-2.7.1 Composition: The faculty of each Division will elect members of the Division Evaluation Committee to serve a two (2) year term. The Committee shall consist of a minimum of three (3) and a maximum of seven (7) members. Wherever possible, the membership of the Committee should be representative of the various disciplines taught in the Division. The members of the Committee will be tenured wherever possible.

38-2.7.1.1 The Committee will select one (1) of its elected members as Chairperson of the Committee.

38-2.7.1.2 The Division Chairperson will serve as a non-voting member of the Committee.

38-2.7.2 Purpose:

The responsibilities of the Division Evaluation Committee shall be:

(A) To select faculty peers who will conduct class observations.

(B) To select faculty peers who will administer and summarize student evaluations.

(C) Wherever possible, faculty members chosen to serve as peers will not be members of the Division Evaluation Committee.

(D) To suggest improvements and/or comment on previous year's suggestions for improvement.

(E) To conduct independent classroom observation(s) where it deems it necessary. If such a classroom observation is conducted, it shall be presented on Form B, Appendix "B" for the Committee's consideration.

(F) To prepare a summary and recommendation (on Form D, Appendix "B") based on the following elements:

(1) Division Chairperson's (or designee's) Class Observation(s);

(2) Peer Class Observation(s);

(3) Student Evaluation(s);

(4) Self-Evaluation; and

(5) Other previous existing written evaluation, observations and/or assessments in the faculty member's evaluation file.

(G) To recommend the faculty member for retention (non-retention), tenure or promotion (on Form D, Appendix "B") and forward this recommendation to the Division Chairperson who shall forward it together with Form A to the appropriate Dean or other administrator. A copy of Form D shall be given to the faculty member upon request.

38-2.7.3 For faculty members who are in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the Divisional Evaluation Committee shall conclude its summary and recommendation by February 15 each year.

38-2.7.4 For faculty members who are in their fifth (5th) year of service, the Divisional Evaluation Committee shall conclude its summary and recommendation by November 20.

38-3 Two separate recommendations for retention (non-retention), tenure, or promotion, one (1) from the Divisional Chairperson on Form A, the other (2) from the Divisional Evaluation Committee on Form D, will be forwarded to the appropriate Dean, who will review the recommendations of the Divisional Chairperson and the Divisional Evaluation Committee, and append comments and recommendations.

38-3.1 For faculty members who are in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the appropriate Dean or other appropriate administrator will forward the evaluation packet to the appropriate Vice President by February 25 each year.

38-3.2 For faculty members who are in their fifth (5th) year of service, the appropriate administrator will forward the evaluation packet to the Vice President by November 25.

38-4 The Vice President shall review the evaluation packet submitted by the appropriate Dean or other appropriate

administrator and append comments and recommendations to the packet.

38-4.1 For faculty members in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, the Vice President shall forward the evaluation packet to the President's Office by March 5 of each year.

38-5 The President will review the submitted evaluation packets and shall make recommendations to the Board of Trustees for fifth (5th) year faculty members by January 5th of each year; for all non-tenured faculty members the President's recommendations will be made by March 15th of each year. The complete evaluation packet will be available for Board review upon request of the Board.

38-6 Final action on retention (non- retention), tenure or promotion rests solely with the Board of Trustees. For faculty in their fifth (5th) year of service, non- renewal notices will be sent by January 15; for all other faculty in their first (1st), second (2nd), third (3rd) or fourth (4th) year of service, non-renewal notices will be sent by April 5 of each year.

38-7 EVALUATION OF TENURED FACULTY:

38-7.1 Every three (3) years, an evaluation of tenured faculty members shall be conducted within each Division, coordinated by the Division Chairperson.

38-7.2.1 This evaluation shall consist of the following elements (from Appendix B):

- (A) Self-Evaluation (Form C)
- (B) Student Evaluation (Form E)
- (C) Division Chairperson's Evaluation (Form A)

38-7.2.2 At the option of either the Division Chair or the faculty member, the evaluation may also include:

(A) Division Chairperson's (or designee's) Class Observation (Form B), and/or

(B) Peer Class Observation (Form B)

38-7.2.3 Division Chairperson's Class Observation will be presented on Form B, Appendix "B" by December 10.

38-7.2.4 Peer Class Observation will be presented on Form B, Appendix "B" by December 10.

38-7.2.5 Faculty Self-Evaluation will be presented on Form C, Appendix "B" by February 5.

38-7.2.6 Division Chairperson's Evaluation will be completed by February 15 and submitted on Form A, Appendix "B."

38-8 A Student Evaluation will be conducted once a year, by November 1, in all sections being taught by the tenured faculty member. Such student evaluation shall conform to the provisions of Article **38-2.4**.

38-9 The Divisional Evaluation Committee will not consider the evaluations and/or observations of a tenured faculty member unless the faculty member has applied for promotion.

38-10 General Evaluation Provision:

38-10.1 The provisions of this Article shall not preclude more frequent observations and/or evaluations, when deemed necessary, by an appropriate administrator. Upon request of a tenured faculty member an annual comprehensive evaluation may

be made. In addition, the tenured faculty member may request one additional teaching observation per year.

38-10.2 At their discretion, the appropriate Academic Deans may make independent teaching observations and assessments and request meetings with faculty members. In such instances the administrator shall give written notice of his/her intention to observe within the next thirty (30) days.

38-10.3 Within the Division of Community and Continuing Education, the above provision shall apply to the Associate Dean and Dean.

38-10.4 In the Student Affairs Area, the provisions of Article 38 shall apply to the Dean of Student Affairs and designated representatives.

38-10.5 Where a faculty member has a release time assignment, the appropriate administrator will submit a statement in writing to the Divisional Evaluation Committee concerning the performance of the faculty member. Where feasible, such statement shall be submitted prior to the time limits of **38-2.7.3** and **38-2.7.4** where applicable.

38-10.6 Copies of all observations and assessments conducted under Article 38-10, shall be forwarded to the faculty observed, to the Division Chairperson, and may be made a part of the evaluation file. Where feasible, such observations or assessments shall be submitted to the Division Evaluation Committee for its review.

38-10.7.1 In the Learning Resources Area, those functions performed by the Division Chairperson in the Academic Divisions under the evaluation procedure shall be performed by the Director of the Library. The Director shall complete Form A, Appendix "C" for all Librarians.

38-10.7.2 Counselor faculty evaluation shall be consistent with Article 38-1 through 38-10.6. Evaluation shall consist of the following elements (see Appendix D):

Form A: Counseling Peer Evaluation Form

Form B: Division/Department Chair (or equivalent) Evaluation Form

Form C: Student Evaluation of Counselor Evaluation Form

Form D: Counselor Self-Evaluation Form

Form E: Division Department Committee Counselor Evaluation Form

38-10.7.3 Composition of Division/ Departmental Evaluation Committee for Counselors: The division/departmental evaluation committee for counselors assigned to a division/department shall be consistent with Article **38-2.7.1** and shall, in addition, include a counselor from outside the Division/Department selected by the committee. This shall not preclude any other duly elected counselor from serving on the committee.

38-10.7.4 Evaluation of Lecturer (A) Faculty: Evaluation of Lecturer (A) shall include all the elements specified in 38-1 through **38-10.7**. The Divisional/ Departmental evaluation committee in CAS will be responsible for the evaluation of Lecturer (A) and counselors in the Center for Academic Skills and for counselors assigned to the West Essex Campus.

Article Thirty-Nine
PROMOTION PROCEDURE

39-1 All members of the unit possessing academic rank and seeking promotion shall follow the identical process.

39-2 The College shall budget and allocate as a minimum each year during the term of this contract, fifteen thousand dollars (\$15,000) for the purpose of granting promotions.

The provision notwithstanding, nothing shall limit the Board's right to grant or deny said pro-motions as provided herein.

39-3 The requirements for academic rank contained in Article 12 shall define the minimal requirements for promotion as of the date of application.

39-4 Written application for promotion shall be submitted to the Chairperson of the Divisional Evaluation Committee or its equivalent on or before October 15 each year.

39-5 The Divisional Evaluation Committee or its equivalent shall review credentials, supporting documents and interview each candidate. The committee will make its recommendations for promotion ordered within rank, following the format established by the College Promotion Committee.

39-6 The Chairperson of the Divisional Evaluation Committee or its equivalent shall forward all the recommendations to the College Promotion Committee on or before December 1.

39-6.1 The Chairperson of the Divisional Evaluation Committee shall notify the individual of the results of the divisional evaluation and the applicant shall have seven (7) days to make a written request that the application be withdrawn from further consideration.

39-7 The College Promotion Committee shall be comprised as follows:

- (A) all members must be tenured;

(B) term of service to be three (3) years on a rotating basis except for those members serving because of positions;

(C) the Vice President/Chief Academic Officer shall be the Chairperson of the Committee in a non-voting capacity (cf. 2-8);

39-7.1 The voting membership of the Committee shall be:

(A) Nine (9) faculty members elected by the faculty of each academic division/ department or its equivalent as follows:

1. One (1) Faculty Member elected from the Humanities Division
2. One (1) Faculty Member elected from the Social Science Division
3. One (1) Faculty Member elected from the Mathematics and Physics Division
4. One (1) Faculty Member elected from the Engineering Tech/ Computer Science
5. One (1) Faculty Member elected from the CIS/Business Division
6. One (1) Faculty Member elected from the Biology/Chemistry Division
7. One (1) Faculty Member elected from the Bilingual Department
8. One (1) Faculty Member elected from the Nursing/Allied Health Department

9. One (1) Faculty Member elected from the Counselors and Librarians

- (B) One Full Professor elected at large, from the faculty;
- (C) The Associate Dean of Liberal Arts and the Associate Dean of Science and Technology;
- (D) One (1) appointment by the President of the College;
- (E) One (1) appointment by the Faculty Association.

39-7.2 The Faculty Association shall be responsible for the election of nine (9) divisional or equivalent representatives and the Full Professor at large. Faculty representation by discipline will be on a rotating basis within the nine (9) groups. Any discipline wishing to waive its right to have representation elected from among its members may do so, and a representative may then be elected from another discipline in the Division.

39-7.3 Membership on the committee disqualifies the individual for consideration for promotion for the term of service and the following year.

39-7.4 An individual serving on the committee by virtue of position is disqualified from service on the committee in the year of application and the following year. His/her replacement shall be determined by the Vice President.

39-8 The College Promotion Committee shall review documents and interview the candidates. The committee shall make its recommendations to the President of the College ordered within rank, on or before April 15.

39-9 The President shall make his recommendations for promotion to the Board of Trustees for consideration at the June meeting. Candidates for promotion not recommended to the Board

of Trustees shall be notified seven (7) days preceding the Board meeting.

39-10 An individual may not be promoted within three (3) years of the effective date of his/her last promotion.

39-11 Under exceptional circumstances, the Board may waive the minimal educational requirements for the rank of full professor, for an individual who has consistently made outstanding contributions to the College.

39-12 In all cases, the final action on the promotions shall rest with the Board of Trustees. The denial of promotion by the Committee, the President or the Board of Trustees, shall not be arbitrable. However, nothing herein shall limit a person's rights under the laws of the United States or the Constitution of the State of New Jersey.

39-13 PROMOTION SALARY COMPUTATION FOR FACULTY HIRED AFTER JANUARY 1, 1988:

Any faculty member HIRED AFTER JANUARY 1, 1988 who is promoted in academic rank shall have his/her promotion salary determined as follows:

1. Determine the salary which would be due the individual in the next contract year without promotion .

2. Go to the scale for the rank to which the person is promoted. Select the next higher dollar amount on that scale. Add one step. If the increase is at least 8.5% but less than 10.74% this becomes the new base salary. If the increase is less than 8.5% multiply the dollar amount by 1.0225. This becomes the new base salary.

39-14 PROMOTION SALARY COMPUTATION FOR FACULTY HIRED BEFORE JANUARY 1, 1988.

1. Determine the salary which would be due the individual in the next contract year without promotion.

2. Go to the scale for the rank to which the person was promoted. Select the next higher dollar amount on that scale. If the increase is less than 2.25% add one step for a maximum increase of 6.64%. This becomes the new base salary. If the increase is more than 2.25% but less than 4.0% multiply the dollar amount by 1.0225. This becomes the new base salary. Longevity and extended maximums will be considered as a step where necessary.

Article Forty PUBLICATION OF AGREEMENT

40-1 The cost of publication of this Agreement will be shared by the two (2) parties in an equal amount. Printing specifications and the printer shall be agreed to by the parties.

Article Forty-One NEGOTIATION OF SUCCESSOR AGREEMENT

41-1 Notice of intent to bargain may be given by either party on or before September 15 of the calendar year in which this Agreement expires. Negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated, shall apply to all members of the unit, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and ratified by the Association membership.

41-2 The Board agrees to inform the Association by furnishing the Association with a copy of the minutes of the public Board of Trustees' meetings and all addenda, whenever state or federal funds in addition to and/or in excess of those amounts previously anticipated for the fiscal year, are received by the College.

41-3 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 Forty-Two
SALARIES**

42-1 Salaries of all faculty covered by this Agreement are set forth in Appendix F.

42-2 Members of the unit are to be placed on the 2003–2006 Salary Schedules in the following manner:

42-2.1 From: Present Step on 2000–2003 Salary Schedule (Appendix F)

TO: Next step on 2003–2006 Salary Schedule (Appendix F).

42-2.2 From: 2004–2005 Step on 2003–2006 Salary Schedule

TO: Next step on 2003–2006 Salary Schedule (Appendix F).

42-2.3 From: 2005–2006 Step on 2003–2006 Salary Schedule

TO: Next step on 2003–2006 Salary Schedule (Appendix F).

42-3 In any year that a faculty member cannot move to a higher step on the guide by virtue of being at the top step, he/she shall:

- a) receive 1/2 step (2.25% of the base salary as specified in 42-3.1) Longevity Increase which shall be included in the base salary if the faculty member has a minimum of 15 years service at the College.

AND

b) receive 1/2 step (2.25%% of the base salary as specified in 42-3.1) Extended Maximum with the approval of the President which shall be included in the base salary. (A minimum of 66% of the eligible faculty members shall receive the Extended Maximum.)

42-3.1 For purposes of computing the base salary of a faculty member at the highest step on the guide, the faculty member will receive compensation that includes:

- a) The salary amount at the maximum step for the current contractual year.
- b) Any longevity increases accrued in past years.
- c) The longevity increase for the current contractual year.
- d) Any Extended Maximum increases for past and current years.
- e) Beginning in the academic year 1996/97 the base salary shall be calculated on the previous year's base.

The yearly EC207 or similar document provided to the faculty member by the College shall reflect the amounts for each category in the above calculation.

42-3.2 If the Extended Maximum is withheld, the affected faculty member shall be notified of this action by March 1 of the year preceding the effective date of the decision.

42-3.2.1 If an Extended Maximum increase withheld the faculty member may appeal, within 30 days of notification, to the Faculty Increment Appeal Committee composed of the Chairs of the standing committees (APAC, FDC, CCC, and ASC) and a representative of the Faculty Association. This committee will hear the appeal of the faculty member, within 60 days of the faculty member's original notification, and make a recommendation to the President whose decision shall be binding on the faculty member and the College and not subject to the grievance procedure of the Contract.

42-4 Overload shall be paid at the maximum adjunct rate set by the College. The institution will endeavor to keep overload to a minimum and no faculty member should depend on overload assignments on a regular basis.

**Article Forty-Three
RESOLUTION OF DISPUTES**

43-1 The Association affirms that for the duration of this Agreement, it shall attempt to resolve any and all disputes with the Board in a peaceful and lawful manner, availing itself of all procedures for the peaceful resolution of disputes as provided in Chapter 123, P.L. 1974, as amended.

**Article Forty-Four
DURATION OF AGREEMENT**

44-1 This Agreement shall be effective as of September 1, 2002 and shall continue in effect until midnight August 31, 2006 and its provisions shall continue thereafter subject to the Association's and the Board's right to negotiate over a Successor Agreement as provided in Article 41.

44-2 In witness whereof the Board and Association have caused this Agreement to be signed as of the 13th day of January 2003 as indicated below and the Board shall place its corporate seal hereon.

Appendix "A"
THIRTY CONTACT HOUR OPTION FORM

I (Print Name) _____, hereby exercise my option under the Faculty Association/Board of Trustees Agreement to limit my service during this academic year to thirty (30) contact hours. I understand that by so doing I forfeit my right to overload beyond thirty (30) hours, except as may be mutually acceptable to me and the Dean of Academic Affairs.

Further, I understand that my exercising of this option prohibits the College from mandatorily assigning me to Spring classes, except as provided in 14-6.

Date Signature of
Faculty Member

Date Signature of Dean
(Receipt Acknowledgment)

This form, signed by the faculty member, must be submitted to the Dean in duplicate, not later than September 30th of the current academic year. Proof of submission will be the Dean's signature. A copy will be given to the faculty member.

Appendix "B"
Form "A"
CHAIRPERSON'S FACULTY
EVALUATION FORM

FACULTY MEMBER'S NAME:

(Last) (First) (Middle)

PRESENT CLASSIFICATION:

(Rank) (Step)

(Academic Year) (Semester or Term)

(Chairperson's Signature) (Date)

Form "A"

Chairperson's Faculty Evaluation Form

This 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.)

*Superior Good Satisfactory *Deficient N/A

Effectiveness as a teacher: _____

Comments: _____

*Superior Good Satisfactory *Deficient N/A

Contributions to the Discipline/Division: _____

Comments: _____

*Superior Good Satisfactory *Deficient N/A

Contributions to the College: _____

Comments: _____

*Superior Good Satisfactory *Deficient N/A

Contributions to Community Service (where applicable): _____

Comments: _____

*Superior Good Satisfactory *Deficient N/A

Scholarly or other contributions to professional organizations: _____

Comments: _____

Narrative overall evaluation (Other factors, besides the above, to consider: willing assumption of responsibilities, implementation of and adherence to College policies and procedures):

†RECOMMENDATION: _____

Comments of Instructor: _____

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

In all cases, the final action for retention, non-retention, or promotion rests with the Board of Trustees.

Appendix "B"
Form "B"
Observation of Classroom Teaching

TO THE OBSERVER

Before you enter the classroom, please be certain you have reviewed the criteria for classroom observation given below. Before you complete the final draft of your report, please be certain that these criteria have received appropriate consideration in your report.

Criteria

1. Were the major objectives of the lesson made clear?
2. Does the instructor present the subject matter in a manner which stimulates student interest?
3. Does the instructor present the subject matter at a level appropriate to the course?
4. Do students show evidence of interest in the subject matter and illustrate knowledge of previously presented subject matter?
5. Does the instructor speak clearly and loudly enough to be understood by everyone in the class?
6. Does the instructor encourage critical thinking and analysis?
7. Does the instructor encourage student participation in class discussions or questioning?
8. Is there positive rapport with the students in the class?
9. Is the class presentation well-planned and organized?
10. Are the media utilized (if any) pertinent to the subject matter being presented?
11. Is the class time well spent?
12. Does the instructor show evidence of mastery of subject?
13. Were follow-up class assignments made and were they made clear?

Faculty Member Observed _____

Date of Observation: ____ Length of Observation _____

Division/Department: _____ Course: _____

Observation By: _____

Specific comments directly related to criteria:

General comments:

Observer

Date

Faculty Member Observed*

Date

*The faculty member will sign above as an indication of having read this observation. Signature does not necessarily imply agreement with the content.

Distribution:
Chairperson
Dean

Evaluatee

Appendix "B"
Form "C"
Faculty Self-Evaluation Form

This Self-Evaluation Form enables the faculty member to review his/her own performance critically, enabling the faculty member to supplement information on file and to include all material pertinent to his competence and performance. He/she may elaborate on any point whose relevance does not seem obvious.

The first page is provided as free space so that the faculty member can summarize his/her evaluation in any manner that he/she wishes. The next page provides suggestions for the reporting of specific areas of growth.

Faculty Self-Evaluation Form

Changes in and Development of the Educational Preparation of Faculty Member
(Provide details):

Professional Status, Growth and Development (Provide details):

Report of Extra-Curricular Activities and Contributions (Provide details):

Additional Comments and/or Summary: _____

Signature

Date

Distribution: Chairperson
 Dean

Appendix "B"
Form "D"
Divisional/Departmental
Evaluation Committee Form

FACULTY MEMBER'S NAME:

(Last)

(First)

(Middle)

PRESENT CLASSIFICATION:

(Rank)

(Step)

(Academic Year)

(Semester or Term)

Committee Members' Signature

Date

**Divisional/Departmental
Evaluation Committee Form**

A. Performance Report as a Member of the
Teaching Faculty: (Description)

B. Performance Report of Non-Teaching
Activities (Description)

C. Report of Professional Growth and Educational Development: (Description)

D. Report on Student Evaluation: (Description)

E. Overall Performance Report:

F. *RECOMMENDATION: _____

G. _____

H. COMMENTS OF INSTRUCTOR:

Signature of Faculty Member

*In all cases, the final action for retention, non-retention or promotion rests with the Board of Trustees.

Distribution: Evaluatee
 Chairperson
 Dean

___10.
instructors, I rate this instructor as indicated.

In comparison with other

Appendix "C"
Form "A"
Essex County College Library
Faculty Evaluation

(Last Name) (First Name) (Middle Initial)

(Rank)

(Title)

(Evaluation Period)

_____ Tenured _____ Non-Tenured

**Library Faculty Evaluation Form
Form "A"**

I. RESPONSIBILITIES AND PERFORMANCE

A. Performance — Librarianship:

1. Knowledge of librarianship: theory and practice:

(a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e).

2. Professional attitude and behavior in satisfying the needs of Library users:

(a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

3. Quality and quantity of work processed:

(a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

B. Performance — Administrative:

1. Analysis and organization of work:

(a) Inadequate, (b) Adequate, (c) Good,
(d) Very Good, (e) Excellent
Comment (mandatory for lowest and
highest rating, a & e):

2. Development, training and supervision of personnel:

(a) Inadequate, (b) Adequate, (c) Good,
(d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest
rating, a & e):

3. Initiative in developing innovative programs, procedures, and techniques:

(a) Inadequate, (b) Adequate, (c) Good, (d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

C. Personal Relations:

1. Relations with Library faculty:

(a) Inadequate, (b) Adequate, (c) Good
(d) Very Good, (e) Excellent
Comment (mandatory for lowest and
highest rating, a & e):

2. Relations with other Library personnel:

(a) Inadequate, (b) Adequate, (c) Good
(d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a &e):

3. Attitude and response to supervision:
(a) Inadequate, (b) Adequate, (c) Good
(d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a &e):

II. SCHOLARLY AND PROFESSIONAL DEVELOPMENT

- A. Present study, for credits beyond the M.L.S.:
- B. Seminars, Workshops, Conferences, etc. (attended during evaluation period):
- C. Publications, Lectures, Consultations (during evaluation period):
- D. Independent study and knowledge of current developments in the field:

III. SERVICE TO PROFESSION, COLLEGE AND COMMUNITY

- A. Memberships and offices in professional organizations and other professional activities:
- B. Activities in Essex County College:
- C. Memberships and offices in community organizations and other community activities:

IV. SUMMATION OF EVALUATION AND ADDITIONAL COMMENTS

Signature of Faculty Member Date

Signature of Faculty Member Date

Appendix "C"
Form "B"

Library Peer Evaluation Form

Name - Faculty Evaluated

COMMENTS ON:

- A. Performance - Librarianship
- B. Performance - Administrative
- C. Scholarly and Professional Development:
- D. Service to Profession, College, Community:

Evaluated By: _____
Signature - Rank

Faculty Evaluated: _____
*Signature

*To be signed as an indication of having read the comments.

Appendix "C"
Form "C"
Library Faculty Self-Evaluation Form

Comment concisely, on your performance during the last evaluation period in the following sectors (if needed, attach second sheet):

- A. Performance - Librarianship:
- B. Performance - Administrative:
- C. Scholarly and Professional Development:
- D. Service to Profession, College, Community:

(Signature) (Title) (Date)

Appendix "C"
Form "D"
Learning Resources Center
Divisional/Departmental Evaluation Committee Form

FACULTY MEMBER NAME:

(Last) (First) (Middle)

(Rank) (Step)

PROPOSAL (Tenure or Promotion): _____

SIGNATURES OF COMMITTEE MEMBERS:

(Name) (Title) (Date)

(Name) (Title) (Date)

(Name) (Title) (Date)

(Name) (Title) (Date)

The responses below represent summary evaluations based on input provided by the three elements involved in the process, or by direct observance by one or more members of the committee.

I. RESPONSIBILITIES AND PERFORMANCE

A. Performance — Librarianship:

1. Knowledge of librarianship; theory and practice:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

2. Professional attitude and behavior in satisfying the needs of Library users:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

3. Quality and quantity of work processed:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

B. Performance - Administrative:

1. Analysis and organization of work:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

2. Development, training and supervision of personnel:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

3. Initiative in developing innovative programs, procedures, and techniques:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

C. Personal Relations:

1. Relations with Library faculty:

- (a) Inadequate, (b) Adequate, (c) Good,
- (d) Very Good, (e) Excellent

Comment (mandatory for lowest and highest rating, a & e):

2. Relations with other Library personnel:

- (a) Inadequate, (b) Adequate, (c) Good,

(d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

3. Attitude and response to supervision:
(a) Inadequate, (b) Adequate, (c) Good,
(d) Very Good, (e) Excellent
Comment (mandatory for lowest and highest rating, a & e):

II. SCHOLARLY AND PROFESSIONAL DEVELOPMENT

- A. Present study, for credits beyond the M.L.S.:
- B. Seminars, Workshops, Conferences, etc. (attended during evaluation period):
- C. Publications, Lectures, Consultations (during evaluation period):
- D. Independent study and knowledge of current developments in the field:

III. SERVICE TO PROFESSION, COLLEGE AND COMMUNITY

- A. Memberships and offices in professional organizations and other professional activities:
- B. Activities in Essex County College:
- C. Memberships and offices in community organizations and other community activities:

Committee's Summary and Recommendations*

*In all cases, the final action for retention or non-retention or promotion rests with the Board of Trustees.

Comments of Faculty Member being Evaluated:

Date Signature of Faculty Member

Appendix "D"
Form "A"
Counseling Peer Evaluation Form
Counseling Session Observation Report

Counselor Evaluated: _____

Date: _____

General Comments: _____

Evaluation By: _____
(Signature)

(Counselor Observed)

Date: _____

Counselor's Comment (if any) _____

Appendix "D"
Form "A"
Counseling Peer Evaluation Form
Counseling Session Observation Report

A. Performance Report as Counselor:

1. Utilizes appropriate Counseling Approaches and explores new methods:

2. Demonstrates ability to relate to wide range of students; rapport and sensitivity to students:

3. Breadth and diversity of interests, plus activities and interest which enables a counselor to develop wider sympathy for more effective communication, and deeper understanding of her/his students:

4. Effective and willing assumptions of responsibility in departmental matters:

5. Performance as a Member of the Faculty; professional status, growth, development, educational preparation, community involvement (for details see Self-Evaluation Form)

6. Performance of other activities as a Counselor:

D. Comments of Counselor:

Date

Signature of Faculty Member

Appendix "D"
Form "B"
Divisional/Departmental Chair's (or equivalent) Evaluation Report of
Counselors

Counselor: _____

Date of Evaluation: _____

Employment at Essex County College: _____ Years

Rank: _____

General Comments: _____

Suggestions for Change: _____

Evaluator: _____
(Signature)

Recommendation*: _____

Signature of Counselor: _____

(Indicates that Conference was held and Counselor did review this appraisal)

Comments of Counselor: _____

*In all cases, the final action for retention or non-retention or promotion rests with the Board of Trustees.

Form "B"
(continued)
Chairperson's Evaluation Form

This 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.)

*Superior Good Satisfactory *Deficient N/A

1. Effectiveness as a counselor (but not including observation of private sessions):_____

Comments:_____

*Superior Good Satisfactory *Deficient N/A

2. Contributions to the Discipline/Division:_____

Comments:_____

*Superior Good Satisfactory *Deficient N/A

3. Contributions to the College:_____

Comments:_____

*Superior Good Satisfactory *Deficient N/A

4. Contributions to Community Service (where applicable):_____

Comments:_____

*Superior Good Satisfactory *Deficient N/A

5. Scholarly or other contributions to professional organizations:_____

Comments:_____

Narrative overall evaluation (Other factors, besides the above, to consider: willing assumption of responsibilities, implementation of and adherence to College policies and procedures):

†RECOMMENDATION: _____

Comments of Instructor: _____

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

In all cases, the final action for retention, non-retention, or promotion rests with the Board of Trustees.

Appendix "D"
Form "C"
Student Evaluation of Counselor

Counselor's Name _____ Date _____

Use the following scale to indicate how the statements which follow below describe your counselor. Answer only those applicable.

Excellent		Good		Poor
4	3	2	1	

1. The counselor seemed interested in me as a person. ____
2. The counselor was able to communicate well with me. ____
3. The counselor has insight and understanding in many areas. ____
4. The counselor seemed to offer appropriate help__
5. The counselor has my trust. ____
6. The counselor is sensitive to my needs. ____
7. The counselor is able to provide me with the information I need. ____
8. The counselor would be a good person to recommend to other students. ____

Please add below any comments about the strong points and/or weak points you feel this counselor has:

Appendix "D"
Counselor's Self-Evaluation Form
Form "D"

Comment, concisely, on your performance during the last evaluation period in the following sectors (if needed, attach second sheet):

- A. Performance - Counselor:
- B. Performance - Administrative:
- C. Scholarly and Professional Development:
- D. Service to Profession, College, Community:

(Signature) (Title) (Date)

Appendix "D"
Form "E"
Counseling Discipline Committee Form

A. Performance Report as Counselor:

1. Utilizes appropriate Counseling Approaches and explores new methods:

2. Demonstrates ability to relate to wide range of students; rapport and sensitivity to students:

3. Breadth and diversity of interests, plus activities and interest which enables a counselor to develop wider sympathy for more effective communication, and deeper understanding of her/his students:

4. Effective and willing assumptions of responsibility in departmental matters: _____

5. Performance as a Member of the Faculty; professional status, growth, development, educational preparation, community involvement (for details see Self-Evaluation Form)

6. Performance of other activities as a Counselor:

B. Summary of Evaluation Report

1. Student Evaluation Report (for details see student evaluation form)

2. Peer Observation Report (for details see peer observation report)

3. Peer Evaluation Report

4. Self Evaluation Report

C. Recommendations for retention or non-retention, where appropriate*:

Appendix "E"
Educational Development Specialist
Evaluation Record

Each Educational Development Specialist will be evaluated by his immediate supervisor who shall be the person to whom the EDS is assigned for duty. An evaluation form will be filed by the supervisor according to the annual faculty evaluation schedule and whenever the EDS's assigned duty administrator is changed. Peer evaluations will be required only if the EDS is assigned to a role which involves a close working relationship with another EDS. Comments are optional, but are mandatory if an inadequate or an excellent rating are indicated. Comments justifying a high or a low must be included.

Rating Terms:

- 1 - inadequate: performs significantly below accepted standards.
- 2 - adequate: performs at the minimum acceptable level.
- 3 - good: performs at an acceptable level.
- 4 - very good: performs above the acceptable level.
- 5 - excellent: exhibits superior performance.

Self-evaluation: The Educational Development Specialist will submit a self-evaluation in addition to the formal supervisor's evaluation.

EVALUATION OF _____
DATE _____

1. Performance of non-teaching activities
1 2 3 4 5

2. Knowledge of area of specialization
1 2 3 4 5

3. Development of educational programs
1 2 3 4 5

4. Professional growth and development
1 2 3 4 5

5. Development of innovative concepts
1 2 3 4 5

6. Community (college) service and involvement
1 2 3 4 5

7. Rapport with administrators/peers
1 2 3 4 5

8. Ability to deal with relevant job problems

1 2 3 4 5

9. Interest in area of specialization

1 2 3 4 5

10. Quality of programs produced

1 2 3 4 5

COMMENTS:

Signature (Evaluator) Title Date

I have read the evaluation. My signature does not necessarily indicate agreement.

Signature (EDS) Rank Date

COMMENTS OF EVALUATEE (optional):

EDUCATIONAL DEVELOPMENT SPECIALIST
Narrative Self-Evaluation

Period Covered: _____ to _____

Educational Development Specialist

Date

Appendix "F"
2000–2003 Faculty Base Salary Guide

			Assistant	Associate	
Step	Lecturer	Instructor	Professor	Professor	Professor
3	31,267	31,267	36,577	40,912	51,383
4	32,674	32,674	38,223	42,753	53,695
6	34,144	34,144	39,943	44,677	56,112
6	35,681	35,681	41,740	46,687	58,637
7	37,286	37,286	43,619	48,788	61,275
8	38,964	38,964	45,582	50,984	64,033
9	40,718	40,718	47,633	53,278	66,914
10	42,550	42,550	49,776	55,676	69,925
11	44,465	44,465	52,016	58,181	73,072
12	46,466	46,466	54,357	60,799	76,360
13	48,557	48,557	56,803	63,535	79,796
14	50,742	50,742	59,359	66,394	83,387
15	53,025	53,025	62,030	69,382	87,139
16	55,411	55,411	64,822	72,504	91,061
17	57,905	57,905	67,739	75,767	95,158
18	60,510	60,510	70,787	79,176	
19	63,233	63,233	73,972	82,739	
20	66,079	66,079	77,301		

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(See table of contents for article titles.)

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*Numeric citations refer to article numbers. Although subject may be treated in several, sequential sub-articles, only the first number is cited.

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