

**Council of New Jersey State College Locals
Full Time/Part Time Unit Agreement**

2007 – 2011

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ARTICLE XVI

Professional Staff

D. Performance-Based Promotions

Full-time professional staff employees who meet or exceed the criteria for performance-based promotion are eligible to be considered for such promotions, which consist of advancement to the next higher title in the employee's title series. The next higher title for Program Assistants will be Professional Services Specialist IV. The criteria for performance-based promotion will be established by the College/University President and provided in written form for the understanding of all affected employees. If not already locally negotiated, the procedures for consideration will be negotiated between the College/University and the local UNION. The procedures for consideration utilized in the College/University, if universally applicable, or in a division, department or similar unit in which the professional staff member is employed, shall be fairly and equitably applied to all applicants and nominees. In the event that a professional staff member is denied a performance based promotion the President or his or her designee shall, at the request of the employee, provide written reasons based on the established criteria for decision. An eligible full-time professional staff employee and/or the employee's out-of-unit supervisor may submit written application setting forth justification for promotion to the College/University president or designee thereof. The College/University President shall determine whether a promotion shall be granted.

E. Career Opportunities/Structural Promotions

1. Full-time professional staff employees are eligible for career opportunities, which occur when there is a vacancy in a professional staff position at a higher level for which they are qualified. The procedures for career opportunities, including those set forth below, are not applicable to part-time employees, but such employees may be appointed/reappointed to a higher title. If there is an external search, part-time employees may apply for the career opportunity.

2. Announcements, Applications, Recommendations

- a. Announcement by the President or designee of the intention to fill a position shall activate the process.
- b. The President or designee will indicate whether applicants for the position will be recruited only internally or whether there will be simultaneous internal/external recruitment. If there is a determination that the applicants will be recruited only internally, the position announcement will so indicate. An initial decision that applicants will be recruited only internally shall not later preclude the College/University, after reviewing the internal applicants, from advertising the position externally.
- c. The announcement of the career opportunity will include a description of the position, expected educational and professional requirements, the salary range for the position and the name of the appropriate administrator who will receive applications from interested internal candidates.
- d. The announcement of the career opportunity will be posted for a period of at least ten (10) working days where personnel notices are normally placed at the College/University, and will

be included in the house organ. At the time the announcement of the career opportunity is posted a copy will be sent to the Local UNION President.

e. Professional staff employees may apply for an announced career opportunity within the time specified on the announcement. The application may be accompanied by any substantiating documentation, which the individual cares to submit.

f. All qualified internal candidates will receive an interview for the career opportunity.

g. Each internal candidate will be notified in writing of the President's or designee's decision with respect to his or her candidacy. This decision will indicate that: 1) the applicant has been offered the position, or 2) the applicant has not been offered the position, or 3) the position will now be advertised externally and he or she will continue to be considered for the position together with external candidates.

h. All career opportunities are subject to the affirmative recommendation of the President and the approval of the Board of Trustees.

F. Reclassification

1. When the duties and responsibilities contained in the employee's local job description change to the extent that they are no longer similar to the duties and responsibilities set forth in the current generic job specification, the position may be eligible for a position reclassification review. Professional staff employees may apply to the first level non-unit supervisor for a position reclassification whenever their duties and job responsibilities have changed as set forth above.

2. At each College/University, the procedures for position reclassification review shall provide for completion of the process and transmission of a final determination to the affected employee within ninety (90) days from the date of submission of the employee's application. Waivers of the deadline in particular cases may be agreed to by the College/University and the Local UNION. Reasonable requests for waivers will be granted.

APPENDIX I

MULTI-YEAR APPOINTMENTS

FOR FULL-TIME PROFESSIONAL STAFF

ARTICLE I: CONTRACTS FOR FULL-TIME PROFESSIONAL STAFF (NON-FACULTY)

A. Eligibility for Multi-Year Contracts

Each member of the professional staff not holding faculty rank or concurrent academic rank who is a member of the State College/University bargaining unit shall be eligible for a multi-year appointment or reappointment contract in accordance with the provisions of Chapter 163 of the Laws of 1973. After completion of five years of probationary service, employees not holding faculty rank shall be considered for a multi-year contract. Each initial appointment to a multi-year contract shall be for three (3) full fiscal years. Subsequent reappointments shall be for four (4) years, and then five (5) years. All subsequent contracts shall be for five (5) full fiscal years. When a member of the professional staff is offered a multi-year appointment or reappointment contract, he or she shall be provided with the information described in Article XIII.B of the Master Agreement.

The fiscal year is from July 1 to June 30. Contracts for professional staff members shall be concurrent with the fiscal year. In order for the initial term of employment to qualify as a full fiscal year for purposes of the multi-year contract probationary period, employment under the contract must begin no later than December 31.

B. Multi-Year Contract Appointments and Reappointments

Each candidate for a multi-year appointment or reappointment contract shall undergo a thorough and rigorous review of his or her qualifications for continued employment at the College/University, and such employee will be expected to present evidence of past performance and future potential such as to warrant the granting of a multi-year contract in the candidate's professional staff position.

C. Process of Evaluation

1. The entire professional performance record of a member of the professional staff shall be considered at the time such employee is being considered for a multi-year appointment or reappointment contract. The candidate may include any additional material which he/she deems appropriate.
2. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract shall prepare a written self-evaluation which shall include: a review of past performance and achievements bearing on the contemplated personnel action; a complete description of current professional responsibilities; an analysis of professional contributions and potential for continued development; and a statement of professional goals and objectives. The candidate may include any additional information which he/she deems appropriate.
3. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract may be evaluated by employees, who may be in or out of the bargaining unit, who serve in a regular and continuing functional working relationship to the candidate. Employees serving in a functional working relationship shall be those identified by the immediate supervisor of the candidate, after consultation with the candidate. The candidate's immediate supervisor shall request such identified employees to provide a written appraisal of the candidate's ability, performance, contributions, and potential. Where the candidate and the immediate supervisor, after consultation, disagree as to which employees serve in a functional working relationship to the candidate, the immediate supervisor and the candidate each will identify employees, if any, who serve in a functional

relationship and the immediate supervisor will request written appraisals from all employees so identified.

4. Each College/University shall consult with the Local UNION as to whether the concept of “User Evaluations” shall be made a part of the multi-year contract evaluation process. If a decision is made to utilize this concept, the College/ University shall consult with the Local UNION concerning procedures under which the concept will be implemented and the process by which a user evaluation instrument or instruments will be developed. “Users” for the purpose of this Article shall mean a clearly identifiable constituency including a sufficient number of individuals who have an ongoing and regular professional relationship with the candidate so as to provide a meaningful sample of evaluations.

5. All evaluations of the candidate prepared by him or herself, by employees serving in functional working relationships and by users shall be submitted to the candidate's immediate supervisor, who shall see that the evaluation material is placed in the candidate's personnel file in accordance with the provisions of Article XXIX of the Master Agreement. The candidate's personnel file shall be available to the supervisor and other administrative officers for use in making their recommendations.

D. Definition of Immediate Supervisor

For the purposes of this Article, the immediate supervisor shall be construed as that supervisory, management-level person not included in the State College/ University negotiating unit who is first reached in the normal chain of command leading from the candidate.

E. Time Limit on Grievances

Grievances involving alleged violations of this Article must be filed within forty five (45) days from the date upon which such claimed violation took place or forty five (45) days from the date on which the candidate should have reasonably known of its occurrence.

F. Review/Notification Timetable

By October 1 of each year, the President of the College/University, in consultation with the Local UNION, shall establish and publish the schedule of times for the initiation/completion of the basic steps in the review and evaluation of professional staff eligible for multi-year appointment or reappointment contracts. Such schedule shall not violate any provision of the Agreement.

Eligible professional staff members must be notified by the President no later than December 15 in their fifth year of service of their reappointment or nonreappointment to a contract of three (3) fiscal years in length.

G. Promotion

A professional staff member serving under a multi-year contract who is promoted in title shall, at minimum, serve one year in his or her new position before becoming eligible for consideration of a multi-year contract in that new position.

Professional Staff employees serving in multi-year contracts who are promoted will be considered for renewal of such multi-year contracts in their old positions if they come up for evaluation for renewal of such contracts during the one-year probationary period in their new position. The College/University will consider both performance in the old position and performance in the new position in determining whether a renewal will be granted. At the end of the probationary period in the new position, a new multi-year contract shall be issued to successful probationers in the new position of length equal to the time remaining in the current multi-year contract.

ARTICLE II: CAREER LADDER

A joint UNION-STATE committee will consider the subject of a career ladder. If the STATE and UNION agree that certain positions should be reclassified into a series of positions involving a career ladder, a joint recommendation will be made to the applicable authority.

ARTICLE III: CAREER DEVELOPMENT

A. Professional staff are eligible for Career Development Assistance as outlined in Appendix II.

B. The process for consideration of members of the professional staff for career development assistance, more fully described in Appendix II, shall include as the evaluation component the process for consideration of such members for multi-year appointment contracts. In addition, in situations where a member of the professional staff is granted a multi-year appointment contract, but where the President has identified areas in which career development is appropriate, the President shall send a written report specifically describing them to a Professional Staff Assessment Committee (PSAC). The PSAC shall evaluate the career development needs of the staff member and make an appropriate recommendation to the Career Development Committee (CDC), described in Appendix II. Nothing herein is intended to preclude a member of the professional staff who was granted a multi-year appointment contract and for whom the President did not find areas in which career development was appropriate, or who was not the subject of an evaluation, to submit an application to the CDC for career development assistance.

APPENDIX II
CAREER DEVELOPMENT PROGRAM
FOR ALL FULL-TIME EMPLOYEES

ARTICLE II: PROFESSIONAL STAFF ASSESSMENT COMMITTEE

A. A Professional Staff Assessment Committee (PSAC) shall be established at each College/University. The composition of the PSAC shall be determined through discussion between the College/University and the Local UNION.

B. In the event that a member of the professional staff has been granted a multi-year appointment contract, and for whom the President has identified areas in which career development is appropriate, the President shall send a written report specifically describing them to the PSAC, which will then undertake the review described below.

C. The primary responsibility of the PSAC shall be the review of career development needs of members of the professional staff who have been granted multi-year appointment contracts, and for whom the President has identified areas in which career development is appropriate. The PSAC will first submit its written recommendation to the employee. Within five (5) calendar days after the transmission of the report, the individual who is the subject of the report may present a written request to the PSAC to reconsider its recommendation. In the request the individual shall state the specific reasons why he or she feels the recommendation is inappropriate. If the PSAC grants the individual's request for reconsideration, it will expedite the reconsideration process so as to allow for the overall completion of the assessment process in a timely fashion. The PSAC shall transmit a written recommendation including all supporting documentation to the Career Development Committee, with a copy to the College/University President and to the employee, as to the specific career development needs of each member of the professional staff who has been the subject of a review.

D. Prior to preparing its report to the CDC, the PSAC shall meet with the individual to discuss his or her career development needs and to solicit from the individual such additional evidence, information and material as may be deemed relevant and necessary to the PSAC's deliberations.

ARTICLE VIII: GENERAL CAREER DEVELOPMENT ASSISTANCE PROGRAM

The general Career Development Assistance Program shall include the following:

A. Tuition Reimbursement

1. When a Career Development leave is approved for the purpose of engaging in specific educational activity, tuition expenses shall be reimbursed at full cost. The limitations set forth in Article XXVIII of the Master Agreement shall not apply. Recommendations for approval for tuition reimbursement may be submitted by the CDC to the President.

2. The general tuition reimbursement program set forth in Article XXVIII of the Master Agreement shall continue except as modified by subparagraph 1 above.

B. Expenses for travel to professional meetings, conferences, short courses and seminars.

C. Career Development Leaves

1. Career Development Leaves (CDL) may be granted for up to two (2) consecutive academic years.

2. a. CD Leaves not exceeding one-half (1/2) year in duration shall be at the rate of three-quarters (¾) salary.

b. CD Leaves exceeding one-half (½) year in duration shall be at the rate of half (½) salary or at the rate of the employee's salary less \$7,552, whichever is greater. No employee shall receive a rate of less than \$12,594.

3. The provisions of Article XXVII.B.4 through 7 of the Agreement shall apply to CD Leaves.

4. When computing the annual or prorated cost for replacing a faculty member who has been granted a CD Leave, it shall be presumed that one-half (½) the faculty member's full teaching obligation will be fulfilled through the use of overload assignments and one-half (½) through the use of a full-time faculty member being compensated at Step One of the Assistant Professor salary range. In the latter case, the per-teaching-credit cost shall be computed by dividing the annual salary rate by 24.

D. Alternate assignments within load for research, study, and participation in other aspects of the Career Development Program. The replacement cost for faculty members shall be computed by use of the formula set forth in paragraph C.4 above.

E. Financial support for the purpose of equipment, travel, or other items necessary for the successful completion of a research project.

F. Seminars, colloquia or other internal programs relating to teaching techniques and methodology or topics relative to the improvement of professional techniques and methodology of other professional employees.

G. Other forms of assistance or programs where circumstances warrant them.

H. There is no requirement that all of the above elements of the Career Development Assistance Program be utilized in any particular year.

I. Funds for professional development may be available from the Federal Government or from various private foundations. The CDC may make recommendations to the President as to how the College/University may seek out such programs and create proposals for submission to the appropriate agency(ies).