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INSTITUTE OF MANAGEMENT
INSTITUTE OF Management,
Labor Relations

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RUTGERS UNIVERSITY

THIS DOES NOT
CONSTITUTE

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE
AND
THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

X September 1, 1984 through August 31, 1987

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LISTING OF NEW AND/OR REVISED CONTRACT ITEMS

New and/or revised items in the contract were not so identified in the body of the contract and are identified below by title and page so as to serve as a ready reference:

| <u>Title</u> | <u>Page</u> | <u>Article</u> |
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| (Rev.) Update of Schedule A | 1,2 | I,A |
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| (Rev.) Nursing Faculty | 9,10 | V,I,A,6 |
| (Rev.) Office Hours | 11 | V,III,B |
| (Rev.) Coaching Salaries - Swimming | 11 | V,V,C |
| (Rev.) Faculty Parking - Security Guard | 12 | V,XI,C |
| (Rev.) Safety | 13 | V,XII,A |
| (Rev.) Bereavement | 15 | VI,A,2 |
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| (New) Half-Load | 17,18 | VI,A,7 |
| (Rev.) Tuition Reimbursement | 19 | VI,C,3 |
| (New) Major Medical Deductible Reimbursement | 20 | VI,D,1,B |
| (Rev.) Dental Insurance | 20 | VI,D,2 |
| (New) Salary Increase | 26 | XI |
| (Rev.) Salary Schedules | Appendices C, C-1, and C-2 | |

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE
AND
THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE

This agreement entered into this 5th day of November, 1984 by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Faculty Association of Ocean County College hereinafter called the Association.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time professional personnel presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, full professors, counselors, librarians, and all those not listed on the accompanying list titled "Schedule A." All non-faculty positions which have been established shall be made available to the Association upon request and shall be considered an addition to the existing Schedule A. The terms faculty and/or professor(s) as used herein shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

B. The right of the Association to negotiate any or all of the positions described in the accompanying Schedule shall not be compromised by anything in the present agreement.

SCHEDULE A

| | |
|--|--|
| President | Director of Institutional Research |
| Dean of Instruction | Director of Personnel |
| Dean of Business & Financial Affairs | Executive Director, OCC Foundation |
| Dean of Students | Department Chairpersons |
| Assistant Dean of Instruction | Director of Physical Plant |
| Associate Dean of Instruction - LRC | Director of Planetarium |
| Assistant Dean of Business & Financial Affairs | Director of Student Life |
| Assistant Dean of Students | Manager of Financial Applications - OCCIN |
| Director of OCCIN | Manager of Systems and Programming - OCCIN |
| Controller | Manager of Operations - OCCIN |
| Director of Admissions & Records | Coordinator of Apprentice Training (Temporary) |
| Director of Community Ed | |

Associate Director of
Admissions & Records
Associate Director of
Physical Plant
Director of Counseling
Bookstore Manager
(Part Time)
Director of Special
Programs
Director of Information
Services
Educational Opportunity Fund
Director
Manager of Data
Communications
Director of Media Services
Director of Purchasing and
Support Services
Manager of User Services
- OCCIN
Programmer Analyst - OCCIN
Systems Analyst - OCCIN
Assistant Director of
Information Services
Assistant Director of Personnel
Assistant Director of
OCCIN
Grants Administrator

Director of Fine Arts
Center
Assistant Director of
Physical Plant
Assistant Director of
Planetarium
Coordinator of Community
Education
Manager of Accounting
Services
Program Coordinator,
Community Education
Technical Account Manager
- OCCIN
Assistant Director of
Admissions and Records
Assistant Director of
Student Life
Assistant to Humanities
Chairperson (Part Time)
Assistant to Social Science
Chairperson (Part Time)
Coordinator of Cultural
Programming (Part Time)
Financial Aid Coordinator
Coordinator of Off-Campus
Credit Programs
Asst. to Director of EOF

And such other non-faculty positions which are established from time to time by the College.

ARTICLE II

NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 and successor laws, in a good-faith effort to reach agreement on future contracts on all matters concerning terms and conditions of employment of the faculty of Ocean County College.

B. Any agreement so negotiated should be reduced to writing and shall be presented to the board and the Association for their approval. No such agreements shall be negotiated with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

C. The Trustees shall make available to the Association information regarding Ocean County College including a complete list of the names, professorial ranks, positions or titles, salaries, and years of service of every person covered by this Agreement. As soon as the preliminary college budget has been prepared, each year, the

Trustees shall inform the Association or its representative of the tentative budget for the next fiscal year.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Nor shall either party have more than seven persons in attendance at any one negotiation session. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals and counterproposals in the course of negotiations; subject however, to approval by the Board and the Association.

E. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this agreement as established by the rules, regulations, and/or policies of the Trustees in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any faculty benefit existing prior to its effective date.

G. If agreement cannot be reached between the Association and the Board of Trustees, either party has the right to declare an impasse and request mediation procedures through the Division of Public Employment Relations Commission.

H. The Board and Association shall deliver to each other their original proposals for subsequent agreements no later than October 1 of each year.

I. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than January 15.

J. Details under discussion and agreements tentatively reached shall be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements shall be released for publication.

K. Deviations from this contract require the approval of both parties to this agreement.

L. If any of the sections of the agreement between the parties from 1977 to 1979, deleted as a result to changes in the law, are

determined during the life of this agreement to be mandatory areas of negotiation by another change in the law, either party shall have the right to reopen negotiations in those limited areas.

ARTICLE III

ASSOCIATION AND PROFESSORS' PRIVILEGES

A. The Association and its representatives shall be permitted to use appropriate college facilities for meetings; such meetings shall be arranged through existing scheduling procedures. No charge shall be made for the Association's use of appropriate college facilities.

B. Duly authorized representatives of the Association shall be permitted to transact official Association business on college property at all reasonable times, under conditions which do not interfere with the normal education process.

C. The Association shall be permitted to use college facilities and equipment such as typewriters, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment at all reasonable times, when such equipment is not otherwise in use. The Association shall provide its own or reimburse the college for all consumable supplies used in the transaction of Association business. The Association shall not request the help or assistance of any clerk or secretary during normal working hours.

D. The Association shall be permitted to post notices of its activities and matters of Association concern on professor bulletin boards. The Association may use the college mail boxes for communications to professors, including faculty-wide distribution.

E. The Board agrees to furnish to the Association's representative, upon request, all available public information through the Dean of Business and Financial Affairs concerning the professional staffing and financial resources of the college.

F. No individual represented by the Association as defined in Article I, paragraph A shall be transferred or his/her position reclassified without prior notification of the individual concerned in which case consideration will be given for a position equivalent in salary and rank.

G. Individual personnel files shall be open to the individual professor within a reasonable amount of time, upon request. The professor shall have the right to examine all documents except outside confidential recommendations and confidential medical records. He/she may have reproduced anything in his/her file except those items stated above, official transcripts, and anything prohibited by law. In

addition to the above, the following things shall be in the folder:

1. Copies of all internal evaluation reports and recommendations concerning the professor's professional competence.
2. Copies of all annual contracts and tenure contracts where applicable.

A professor who exercises his/her right to examine his/her file may be accompanied, if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc., in a professor's file must be signed by the issuing authority. A professor must be notified whenever any negative material regarding his/her health or teaching performance is placed in his/her folder. A professor's file shall be kept open and available during the processing of any grievance.

H. An Association representative shall have the right to appear and be heard at any Public Board Meetings.

I. The President of the Faculty Association may request prior to the preparation of the teaching/work schedule for the next semester that his/her teaching schedule be arranged by the Department Chairman or Director, where feasible, to allow for the management of Association business. Said schedule, once set for the semester, shall not be subject to change by the Faculty Association President. The Faculty Association President may appeal such teaching/work schedule to the appropriate Dean. However, the appropriate Dean shall have final and absolute authority to establish such teaching/work schedules.

J. The President of the Faculty Association shall not be required to serve on any College committee during his/her term of presidency of the Association.

K. When invited for a final interview, and prior to an offer of employment, a prospective faculty member shall receive a copy of the contract between the Faculty Association and the Board of Trustees.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Association members may request dues deduction pursuant to New Jersey State Law for any or all of: Faculty Association of Ocean County College, New Jersey Education Association, the National Education Association and the Ocean County Chapter of Education Association. Such authorizations shall continue in effect until such authorization is formally revoked in writing by the professor and copies thereof delivered to the Association and the Board.

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Faculty Association of Ocean County

College within 15 days of the end of the month for which dues are deducted.

ARTICLE V

CONDITIONS OF EMPLOYMENT

The following employment conditions regarding load shall be in effect:

I. Basic Load

A. Full-time Faculty - those who carry a maximum load, as defined below and who work the complete academic year.

1. Teaching Faculty

- a. A maximum of fifteen (15) semester credit hours for each semester, or a maximum of thirty (30) semester credit hours per academic year of two (2) semesters.
- b. For Laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds ($2/3$) of a semester credit hour. However, any Department Chairperson is free to submit a proposal to the Dean of Instruction for changing credit granted the instructor for conceptual-type laboratories from $2/3:1$ to $1:1$, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.
- c. Priority according to qualifications to teach courses involving extra pay.
- d. A professor shall be assigned no more than three separate course preparations per semester within load. The professor may, however, accept course preparations, within normal load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise. However at the discretion of the professor and by mutual agreement, a faculty member may accept a weekend assignment as part of his/her in-load schedule.
- e. Shall not be required to teach within load in the evening when a full-time day schedule is available. Further, no faculty member shall be required to teach within load in the summer, or on the week-end within load.

- f. There shall be a maximum of eight (8) hours from the beginning of each professor's first class to the end of his/her last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the professor's last class on one day until his/her first class on the following day. This section shall apply only to courses within the professor's normal load. The professor may, however, accept teaching assignments within normal load outside of these hour limits, at his/her discretion, should scheduling difficulties arise.
- g. If by mutual agreement, a professor is assigned 31 or more credits the additional credits beyond the maximum load of 30 credits shall be paid at the current overload rate.
- h. Professors shall submit final grades as soon as possible but no later than 72 hours after the conclusion of the last day of class. If the deadline falls on a faculty member's Sabbath, his/her deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday.

2. Librarians

- a. Librarians employed on a 10-month contract shall be available from September 1 through June 30, and perform appropriate duties as assigned.
- b. The normal work week for Librarians is 35 hours per week at 7 hours per day, excluding meal breaks.
- c. Work assignments may be arranged to accommodate graduate study with the permission of the Associate Dean of Instruction - LRC, but in all cases the 35-hour work week must be satisfied.
- d. Librarians shall be compensated for approved additional Learning Resources Center work assignments, other than normal assignments noted above, in accordance with the overload rate for their respective academic ranks. Additional (overload) work assignments under the supervision of the Associate Dean of Instruction - LRC shall be first offered to appropriately qualified members of the Library staff.
- e. Librarians will be entitled to a total of 30 days paid leave between September 1 and June 30 to be scheduled with the approval of the Associate Dean of Instruction - LRC.

1. Paid leave shall consist of the academic recesses identified in the College calendar as "Thanksgiving Recess," "Christmas Recess," "Semester Recess" (extending from the day after the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and "Easter Recess." On days during these recesses when the Library is open, Librarians will provide, from among their number, adequate professional coverage.
 - (a) Each day spent in such coverage will be credited with equivalent compensatory time up to a maximum of ten days per Librarian.
 - (b) Such compensatory time will be scheduled with the approval of the Associate Dean of Instruction - LRC.
2. Should the number of paid leave days (cited above) exceed 30 days, Librarians will arrange with the Associate Dean of Instruction - LRC to make up those days during the work year. Should the number of paid leave days total less than 30 days, Librarians will be entitled to additional paid leave so as to total 30 days, scheduled at times approved by the Associate Dean of Instruction - LRC.
3. College holidays which occur when classes are in session shall be designated as regular work days for Librarians. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Associate Dean of Instruction - LRC either as paid leave days or work days to be made up based upon operational exigencies.
4. Compensatory time off and make up days (cited above) must be scheduled within the work year.

3. Counselors

- a. Counselors employed on a 10-month contract shall be available from September 1 through June 30, and perform appropriate duties as assigned.
- b. The normal work week for counselors is 35 hours per week at 7 hours per day, excluding lunch or dinner breaks, except during registration and drop-add period when Counselors may be assigned additional hours as part of the normal work load.

- c. Work assignments may be arranged to accommodate graduate study, with the permission of the Director of Counseling, but in all cases the 35-hour work week must be satisfied.
- d. Counselors shall be entitled to 18.3 days of vacation leave between September 1 and June 30, and the scheduling of such leave shall be subject to the approval of the Director of Counseling.
- e. Counselors shall be entitled to Board approved Administrative holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.
- f. Counselors shall be compensated for approved additional work assignments in the Counseling Department, other than normal assignments noted in (b) above, in accordance with the overload rate for their respective academic ranks. Additional (overload) work assignments under the supervision of the Director of Counseling shall be first offered to appropriately qualified members of the Counseling staff.

4. Committees

- a. A faculty member shall not be required to serve on more than two committees.

5. Full-time faculty shall assist in the college-wide advisement program.

6. Nursing Faculty

- a. Basic Load: Nursing Professors will be assigned a maximum of 15 semester credit hours for each semester or a maximum of 30 semester credit hours per academic year of two semesters based on a distribution of classroom, college laboratory, and clinical laboratory schedule.

Example: 8-credit course per semester:

- 5 hours of classroom teaching
- 9 hours of clinical supervision
- Remaining hours may be utilized to supervise mastery in the college laboratory.

- b. Teaching Schedule: The teaching schedule for nursing faculty will be evolved through the subcurriculum group decision-making process subject to the approval of the chairperson of the department. Equal distribution of the workload will be accomplished. As nursing requires clinical application, adjustments may be necessary within the schedule in order to accommodate the experience availability, i.e., evening experience per semester shall be scheduled. If additional evening hours are deemed necessary by the faculty member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval of the Department Chairperson.
- c. A nursing faculty member may accept, by mutual written agreement with the Department Chairperson, an adjustment between clinical and teaching hours.
- d. A nursing professor will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the chairperson and only in the case of extenuating educational circumstances.
- e. Given the fact that clinical agencies are constantly growing and changing, clinical assignments for the following semester may not be possible by the time lines as presented in the contract for other faculty. Every effort shall be made to determine the clinical schedules by the times as indicated.
- f. No more than two of the five office hours shall be held in the clinical area. Therefore three hours per week of office time will be scheduled at the college during times that students are available.
- g. In the event a nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the Board for appropriate supervision in the agency.

II. Course Preparation

- A. A professor shall be assigned no more than three separate course preparations per semester within load.

- B. Each professor shall be given his/her tentative teaching schedule for the fall semester no later than June 1; and for the spring semester, no later than November 1. Professors teaching in the summer session shall be given their teaching schedules no later than April 15, subject to registration.
- C. Development, periodic review and revision of conventional course of instruction are a normal part of the Professor's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated at a rate based upon current procedure which is the following: at the over-load rate, in accordance with rank, on a pro-rata basis.

III. Office Hours

- A. Professors shall be available a minimum of five (5) scheduled hours per week for office hours. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students.
- B. During the week following the mailing of final grades to the students, each faculty member is to be accessible through an approved method as mutually determined by department chairperson, the faculty member and administration.

IV. Registration Period

- A. Professors shall be available, as required, for professional duty.

V. Sponsorship of Student Activities

- A. The advisement of all student clubs and organizations and the coaching of athletics shall be on a voluntary basis.
- B. The coaching of athletics and other paid advisory positions shall be compensated as overload.
- C. Coaching salaries shall be computed based upon the following number of overload credits:

| | | | | | |
|---------------|------|----------------|------|----------------|------|
| baseball | 7.0 | Basketball (M) | 7.5 | Basketball (W) | 7.5 |
| Cross Country | 3.25 | Field Hockey | 6.25 | Golf | 3.25 |
| Soccer | 6.25 | Swimming | 7.5 | Tennis (M) | 3.25 |
| Tennis (W) | 3.25 | Track | 4.50 | Volleyball | 3.25 |
| Wrestling | 6.0 | | | | |

VI. Attendance at College Functions

- A. The attendance of professors will be required at all appropriately scheduled departmental meeting, all regular or emergency faculty meetings, convocation and commencements unless otherwise excused by the Administration. Reasons for absence may be required to be submitted in writing.
- B. Professors attending those functions for which academic attire is required shall have said attire purchased for the professor by the college at no charge to the professor. The attire shall be maintained by the professor. The attire shall be replaced at the college's expense as needed, but not more frequently than every five years.
- C. The Faculty Association and Administration will cooperate in determining responsibilities of professors during times of unacceptable demonstrations, as defined by policy.

VII. Academic Calendar

The current academic calendar shall be annexed to this agreement for information purposes only.

VIII. College Day

The college day begins at 8:00 a.m. and ends at 10:30 p.m. Evening classes from 6:00 p.m. shall be assigned in accordance with Item I, A, 1, c, d, e, and f of this article.

IX. Secretarial Assistance

The Board shall provide adequate secretarial service.

X. Faculty Facilities

The Board shall make available adequate rest room and lavatory facilities exclusively for faculty use plus one or more rooms which shall be reserved for use as a faculty lounge, said lounge to be adequately furnished.

XI. Faculty parking

- A. The Board shall provide adequate, lighted, paved parking facilities, properly maintained exclusively for faculty use at no charge.
- B. The Board may require parking decals for each faculty car but shall furnish same at no cost to all professors.
- C. Campus security guards shall not reprimand faculty for parking, driving, or other infractions. Proper action

will be taken by the appropriate Dean.

XII. Safety

- A. Professors shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process nor shall be required to work in rooms with temperatures below 60 degrees F or above 87 degrees F. The affected class may be relocated to another classroom.
- B. A registered nurse shall be on duty at all times the college is in operation with adequate facilities for emergency care.

XIII. Vacancies

- A. Notice of any professional position vacancy or new position, administrative or faculty, shall be circulated to the members of the faculty (via the college mail) prior to its publication elsewhere (during the academic year). Between semesters such notices shall be distributed by U. S. Mail. Such notices shall include a complete job description, including salary range, duties, responsibilities and a statement of required qualifications. Interviews for the open position will routinely be granted to college faculty prior to non-employees, providing their qualifications meet the requirements of the position and providing their applications are filed with the department announcing the vacancy within one week of distribution of the job notice during normal work periods or within two weeks of the postmarked date of such notice during summer vacation period.
- B. Administrative Vacancies
 - 1. The Association shall appoint two (2) representatives to serve on an Advisory Committee to assist in the appointment of the President of the College, the Dean of Instruction and the Dean of Students.
- C. All faculty applicants for such openings shall be notified via U.S. Mail of the disposition of their application prior to the publication of the name of the successful applicant.

XIV. Effect of Reassignment from Administration to Teaching Duties

Any faculty member who assumes administrative duties and subsequently returns to professor status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

XV. Academic Freedom

- A. The professor shall have the unrestricted right to pursue and report the truth as he/she understands it, both as a teacher in his/her classroom and a citizen of his/her community.
- B. The Faculty Association and Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A.

XVI. Faculty Handbook

The faculty handbook and changes in the faculty handbook shall be developed jointly by the Administration and the Association.

XVII. Field Trips and Faculty Travel

- A. A field trip shall be defined as an educational activity which requires students and/or faculty members to leave the campus.
 - 1. The college upon request shall supply transportation for all approved trips in accordance with policy. Faculty members shall not be required to use their own vehicles for such trips.
 - 2. The college shall provide auto liability insurance in accordance with state law.
 - 3. Faculty members are authorized to chauffeur students in college vehicles unless they lack the skill, or have some physical deficiencies that might endanger the passengers.

XVIII. Department Advisory Committees

All members of a department, or an elected number of members from a department as determined by the Department Chairperson, shall meet monthly with the chairperson to serve as an advisory group on matters concerning terms and conditions of employment.

ARTICLE VI

FACULTY BENEFITS

A. Paid Absence

1. (a) Sick Leave

At the beginning of each school year, each professor shall be credited with a ten-day sick leave allowance to be used for absences caused by illness or physical disability of the professor. The unused portion of such allowance shall accumulate pursuant to State Law.

(b) Compensation for Class Coverage

Effective July 1, 1980, teaching faculty members shall be expected to provide class coverage for absent colleagues in emergencies for the first three consecutive days of such absences, and shall be compensated at the overload rate for such service rendered after the third consecutive day.

2. Bereavement

Leave up to four days will be allowed and paid by the College in the case of death in an employee's immediate family. The immediate family is defined as spouse, children, stepchildren, grandchildren, sons-in-law, daughters-in-law, parents, grandparents substitute parents, parents-in-law, siblings, siblings-in-law, and guardians.

3. Personal Leave

Leave up to three (3) days per year shall be permitted for matters which cannot be cared for in a professor's free time. Request for personal leave, other than for serious illness of a member of the employee's household, shall be made at least twenty-four (24) hours in advance of such anticipated absence. Requests are to be made directly to the Department Chairperson.

4. Legal Leave

The faculty member shall be excused for jury service or if he/she is subpoenaed as a third-party witness in court. Such faculty member shall be paid his/her regular salary in addition to the fees he/she received for acting as a juror or witness.

5. Extended Leave

A professor may request extended leave for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved only on a case-by-case basis. In the case where a professor is denied extended leave, justification for denial must be submitted in writing.

6. Sabbatical Leave

Sabbatical leave is a plan for improving the college program through improvement of its faculty. Such leave could be granted for the purpose of study, research, travel, or for such other reasons that might contribute to the professional growth of the faculty member. All requests for sabbatical leave must be approved by a majority of all members of a committee consisting of three (3) faculty members and (3) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the college.

All members of the faculty shall be eligible for sabbatical leave within the following limitations:

- a. A faculty member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College.
- b. Upon return from such leave, a professor shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College.
- c. Sabbatical leaves are to increase a faculty member's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.
- d. Sabbatical leave may be granted for either one-half year at full salary, or one full year at half salary, or one full year at full pay with faculty members teaching fifteen (15) credit hours over two semesters. In no case shall the faculty member be eligible for overload teaching assignments during this sabbatical period.

- e. Acceptance of a sabbatical leave obligates the recipient to return to service for at least two years, or reimburse Ocean County College for all salary paid during the period of leave.
- f. A recipient of sabbatical leave retains all rights as though he/she were in regular employment, such as: promotion; retirement benefits; medical insurance; and tenure rights.
- g. When an approved leave is withheld solely due to budgetary exigencies, the designated recipient for the Sabbatical will receive priority for such leave in the following year. Said leave shall be contingent upon funds being approved for this purpose.

7. Half-Load Contracts

- a. For the purpose of professional development, a faculty member with a minimum of seven (7) years service at Ocean County College may elect to take a half-load schedule at 60% of regular salary. In the event the replacement cost exceeds the remaining 40% of the professor's salary, the professor's salary will be reduced to reflect the increased cost of replacement. In the event the replacement cost is less than the remaining 40% of the professor's salary, the professor's salary will be increased to reflect the reduced cost of replacement. The execution of a half-load contract shall not exceed the professor's full-time salary including the cost of fringe benefits.
- b. Applicants for a half-load contract should provide evidence that the leave is to be used to enhance their professional development.
- c. An eligible faculty member must make application a year in advance in order to provide the college with sufficient lead time in recruiting a suitable replacement. A one-semester lead time is not sufficient for adequate advertising, interviewing and processing to take place.
- d. The opportunity for a half-load contract shall be limited to a maximum of 5% of the eligible faculty each year so as to ensure that suitable and complete faculty replacements are provided subject to the approval of the Dean of Instruction. Half-load contracts shall not be granted to the same faculty member more than once in seven (7) years.
- e. A half-load contract may be granted for either one-half at full (adjusted) salary, or one full year

at half (adjusted) salary with faculty members teaching fifteen (15) credit hours over two semesters.

- f. In no case shall the faculty member be eligible for overload teaching assignments during half-load contract period.
- g. The concept of a half-load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

B. Admission to Courses

- 1. Faculty members shall be granted free tuition and fees for any courses offered by the college.
- 2. Faculty dependents (husband, wife, and children and those individuals for whom the faculty member is a legal guardian and for whom the faculty member is eligible to claim dependency status of the individual on his/her current Internal Revenue Service annual income tax return) are to be granted free tuition and fees for any courses offered by the college. A maximum of sixty (60) credit hours, or the required course load of two full-time students, may be taken by a faculty member's dependents in any one academic year.
- 3. This benefit will extend to the surviving children dependents (as described above) of the deceased faculty who was employed at the time of death, with the following limitations:

A maximum of thirty (30) credit hours or the required course load of one (1) full-time student may be taken by such dependents in any one academic year. This benefit is to terminate upon any one of the following events:

- (a) Remarriage of the surviving spouse of said employee.
- (b) At the end of five years from the September 1 following the death of said employee.
- (c) Upon the twenty-second (22) birthday of said surviving dependent.

In no case will this benefit be terminated during the course of an academic year in which the dependent is actively enrolled.

4. Faculty members and dependents will be admitted to Community Education courses free of tuition and fees on a space available basis providing the minimum paid enrollment for the course has been satisfied.

C. Professional Improvement

1. Upon recommendations by the Department Chairperson faculty schedules will be arranged whenever feasible, to allow faculty members to attend classes at other institutions of higher education at the faculty member's own expense.
2. A faculty member may secure an interest-free loan against his/her current year's salary for the purpose of pursuing additional graduate study. A maximum of five percent (5%) of the faculty member's current year's salary may be owed at any one time. Such advances may be made only during the period when the faculty member is actively employed and shall be limited to two such advances during an employment year. The total amount advanced shall be repaid by equal salary deductions over the balance of the faculty member's current year contract. Upon termination of a faculty member's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her final salary check.
3. Effective 9/1/84, the Board of Trustees shall provide tuition reimbursement at 100% of the Rutgers rate not exceeding 12 graduate credits per academic year for individual faculty members who pursue courses of study in the faculty member's field of specialization or field in which he or she renders service to the college. Only courses which have the prior approval of the immediate supervisor or the appropriate dean will entitle the employee to qualify for reimbursement. Refund for tuition reimbursement shall be made to the employee who has received graduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts. This provision shall continue for each year during the life of this contract.

D. Insurance Programs

1. Group Health Insurance

- A. The Board shall provide without cost to the professor, full-family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.
- B. Effective January 1, 1985, for the calendar year 1985, the Board will reimburse the employee for up to \$100

paid by the employee toward his or her Major Medical deductible. Payment shall be made in the following manner:

1. Upon presentation to the Personnel Department by the employee of his or her statement from the Major Medical carrier specifying that the \$100 deductible has been met, the full \$100 will be reimbursed at that time.
2. Should the \$100 deductible not be reached, the employee may be reimbursed for that portion of the deductible he or she has met upon submission of proper documentation from the Major Medical carrier at the end of the calendar year.
3. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

Effective January 1, 1986, the provision for payment of the \$100 deductible for the individual employee shall continue as provided for above. In addition, the Board of Trustees shall provide for payment of the deductible for the dependent unit in the same manner as payment is provided for for the single employee. NOTE: ONE MEMBER OF A DEPENDENT UNIT MUST REACH THE \$100 DEDUCTIBLE BEFORE THE UNIT IS COVERED. IF THERE ARE TWO OR MORE MEMBERS OF A DEPENDENT UNIT, THE DEDUCTIBLES FOR EACH MEMBER MAY NOT BE COMBINED TO REACH THE \$100 DEDUCTIBLE.

To effect partial reimbursement for the dependent unit that has not reached the full \$100 deductible, reimbursement will be based upon the highest deductible reached by any single member of the dependent unit at the end of the calendar year. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

2. Dental Insurance

The Board will continue to provide full premium coverage for the single portion of the dental plan. In addition, effective 1/1/85, the Board shall provide for the coverage of the dental premium for dependents to the extent necessary up to and including \$27.62 per month for the life of the contract. Single coverage shall be mandatory for all members of the faculty association, but each faculty member may choose any plan offered by the insurance carrier.

E. College Bookstore

All faculty members shall be given a ten percent (10%) discount on all purchases in the College Bookstore for their own personal use.

F. Maternity Leave

A professor shall be entitled to maternity leave without pay. The professor will notify in writing the appropriate Dean as soon as possible of the anticipated beginning and ending dates of such leave. A professor will not begin teaching a semester during which she anticipates delivery. In the event of complications as certified by a physician at any time during the pregnancy, maternity leave may be granted immediately upon request but normal teaching duties cannot be resumed until the following September 1st should this leave exceed a period of three working weeks. All maternity leaves shall expire on the September 1st following the passage of one full year from the date the leave commenced.

G. Payroll Savings Plan

College will provide an opportunity for payroll savings deductions in accordance with NJSA 40:11-26 "Compensation of persons holding public office or employment: Deductions". All deductions shall be remitted monthly in the name of the faculty member and in accordance with details to be arranged by the College and Mon-Oc Teachers Federal Credit Union. The College shall make reasonable effort to make such remissions on a timely basis following the close of each month. This payroll savings program shall replace all existing savings deduction plans presently in force.

ARTICLE VII

GRIEVANCE PROCEDURE

A grievance is a claim, by a faculty member, of violation of this contract, hereinafter referred to as "Grievant." The Association may initiate a grievance for two (2) or more members of the Association or wherein a concern affects the Association as a whole. In the event that a faculty member believes that he/she has a basis for a grievance, he/she shall:

1. First, informally discuss the grievance with the Department Head or appropriate administrator.

2. If, as a result of informal discussions with the Department Head, or administrator, a grievance still exists, the grievant may invoke the following formal grievance procedure (in writing within fifteen (15) working days of the grievance, signed by the grievant.) Copies of said complaint are to be filed with the Administrator, who is party to the grievance, as well as the appropriate Dean:

- a. The Association, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate Administrator.
 - b. If the grievant feels that he/she has not received a satisfactory settlement of his/her grievance, he/she may then request a hearing on his/her complaint by the Administrative Grievance Committee appointed by the President of the College. The hearing will commence within two (2) weeks of the request for such a hearing. The Committee shall render their decision, in writing, on the complaint within one (1) week of the close of the said hearing.
 - c. In the event the decision rendered by the Administrative Grievance Committee does not resolve the grievance to the satisfaction of the grievant, he/she may appeal said decision to the President, or his/her designee for the purpose of resolving the grievance. Such appeal shall be made within one (1) week from the date of the Administrative Grievance Committee's decision. The President, or his/her designee, shall indicate the disposition of the grievance, in writing, within two (2) weeks of receipt of said request for appeal.
 - d. If the grievant remains dissatisfied he/she may carry the grievance, in writing, to the Board of Trustees. The Board of Trustees, or its designee, shall review the complaint and render a decision on the grievance. The grievant shall be notified of the decision within two (2) weeks of the date of receipt of request for review by the Board of Trustees.
 - e. If agreement is not reached, the Association shall have the right to invoke binding arbitration.
3. The cost of any arbitration shall be borne by the Association and Board equally.

4. No reprisals of any kind shall be taken against any faculty member or administrator for participating in any grievance.
5. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
6. A grievance may be withdrawn at any level by the grievant.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

A. The Board recognizes that the NEA Code of Ethics of the educational profession as it appears in Appendix B is considered by the Association and its membership to define acceptable criteria of professional behavior. Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedures:

B. Procedures:

1. All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Professor in question for informal discussion and an attempt at resolution.
2. Should informal discussion fail to resolve the problem, the Professor may be required to attend a formal meeting with the complainant and the appropriate Administrator (usually the Department Chairperson or appropriate Dean), as well as other such persons as deemed essential to the proceedings by the College or the Professor. In such cases, the Professor will be notified a minimum of twenty-four (24) hours in advance of said meeting and will be apprised of the specific nature of the complaint. The Professor will have the opportunity to have present a representative of the Association at this meeting. Either party may be permitted to make transcript of the meeting.
3. The College will take no action against the Professor during the twenty-four (24) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.
4. The above procedure shall not preclude the use of the Grievance Procedure.

5. Whenever guilt is determined, the College and the Association will use their best resources to correct breaches of professional behavior.
6. In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.
7. Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE IX

CONTRACTS AND DISMISSALS

1. Annual contracts shall be issued by March 1st, or within thirty (30) days of the completion of negotiations. Those not receiving their employment contracts for the third or fourth year of employment shall be notified by December 15th.
2. Said contracts are to be signed and returned to the Board of Trustees within fifteen (15) days of issuance.
3. Each tenured professor shall receive an individual contract of continuing employment.
4. An individual's contract may be terminated by either party by giving sixty (60) days notice, or earlier, upon mutual consent.
5. If an individual's contract is not to be renewed, he shall be given the opportunity to resign.

ARTICLE X

PROMOTION AND MERIT POLICY

A. Promotion Procedure

1. Prior to December 15, all faculty who wish to be considered for promotion shall submit a memorandum to their appropriate supervisor outlining their qualifications for promotion. A copy of the recommendation from the appropriate supervisor will be sent to the faculty member.

2. The appropriate supervisor will inform all applicants, in writing, of disposition of their request for promotion by April 1 or thirty (30) days after the completion of negotiations, whichever comes later. Applicants whose requested promotions are denied may meet with the appropriate College official.

B. Salary of Promoted Professor

1. Faculty members will not be automatically moved into the next rank when requirements for that rank are satisfied.
2. The salary of a promoted professor shall be calculated in the following manner:
 - (a) A professor receiving a promotion shall be moved forward to the appropriate rank and salary, adjusted in accordance with contracted salary increases so that the promotee's salary increase is higher than the salary had the professor not been promoted.
 - (b) If the salary increase resulting from (a) above does not equal or exceed one-half of the increment of the rank to which the professor is promoted, the salary shall be further adjusted so that it does equal one-half a step increase of the new rank.
 - (c) Any promoted professor not on a specific step of the salary schedule as a result of (b) above, shall be moved forward to the next step prior to application of contracted salary increase for the following year.

C. Merit Increases

1. A professor may be recommended by his/her Department Chairperson or Director and appropriate Dean for a merit increase in salary. The recommendation should be submitted no later than January 15th.
2. At the discretion of the board, merit increases may be awarded after consideration of teaching performance and outstanding service to the College outside the classroom. Professional Counselors and Librarians may be awarded merit increases, at the discretion of the Board after consideration of professional performance and outstanding service to the College outside the primary job responsibility areas.

ARTICLE XI

SALARY INCREASE

First year of contract: 7-3/4% inclusive of the increment.

Second year of contract: 8% salary increase inclusive of the increment representing 8% total dollars to the entire unit to be apportioned to the ranks on a sliding scale concept as follows: on the 1984-85 salary schedule, a step 10.5 was calculated for each rank. To these figures, the following percentages were applied:

| | |
|------------------|------|
| Full Professor | 7.50 |
| Assoc. Professor | 7.75 |
| Asst. Professor | 8.00 |
| Instructor I | 8.25 |
| Instructor II | 8.50 |

resulting in flat dollar increases of \$2835, \$2513, \$2175, \$2026, and \$1976, respectively, applied across the board in the respective ranks. (See attached salary schedules.)

Third year of contract: 8% inclusive of the increment.

ARTICLE XII

PATENTS AND COPYRIGHTS

- A. To promote the professional improvement of the faculty, and at the same time, to protect the full rights of the inventor or author, the college has the intent to provide an equitable means of sharing expenses and income. It is not the purpose of the college to seek nor to encourage specifically, the development of patents or copyrights of commercial value or to engage in their exploitation.
- B. Ownership to inventions, discoveries, writings or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:
 1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Dean of Instruction or the Dean of Students, the Dean of Administrative Services, Department Chairperson and three (3) faculty members, one of whom may be selected by the faculty member.

inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership on such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely manner.

2. Faculty who develop patentable or copyrightable materials resulting from work conducted during the normal course of employment by the college, or with the use of any direct cost resources of the college, or relating to any research or other project conducted by the college for an outside sponsor, shall be the joint property of the college and the faculty member unless either party releases all or part of its rights to the other. Prior to starting work on the preparation of such materials and/or prior to applying for a copyright or patent the faculty member and the college shall mutually agree to ownership rights and other special conditions.

Attached hereto and considered part of this agreement are the following Appendices:

Appendix A, A.A.U.P. Declaration of Academic Freedom

Appendix B, Code of Ethics of the Educational Profession

Appendix C, Salary Schedule 1984-85

Appendix C-1, Salary Schedule 1985-86

Appendix C-2, Salary Schedule 1986-87

Appendix D, College Calendar

Appendix E, Equal Employment Opportunity

This agreement shall be effective from September 1, 1984 and shall continue in effect through August 31, 1987, unless the Association and the Board mutually agree in writing to an extension of its duration.

By: /s/ Richard S. Sambol

Chairperson
Board of Trustees

By: /s/ Evan B. Alderfer

President
Faculty Association

Date: 12/10/84

Date: 10 DEC 1984

By: /s/ Lawrence D'Zio

Secretary
Board of Trustees

By: /s/ William G. Middleton

Chairman
Negotiating Committee

Date: Dec 10 1984

Date: 12/10/84

By: /s/ Milton Shaw

President
Ocean County College

By: /s/ Lester E. Fetter

Member
Negotiating Committee

Date: 12/10/84

Date: 12/10/84

By: /s/ Kenneth Kerr

Chairperson
Negotiating Committee
(Administration)

Date: 12/10/84

NOTE: A SIGNED MASTER COPY RESIDES IN PERSONNEL DEPT., OCC, AND A SIGNED MASTER COPY HAS BEEN FURNISHED FAOCC.

APPENDIX A

A.A.U.P. Declaration of Academic Freedom

- A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.
- B. The teacher is entitled to freedom in the classroom in discussing his subject but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.
- C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

APPENDIX B

Code of Ethics of the Education Profession

Adopted by the NEA Representative Assembly, July 1968

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code. (PREAMBLE)

PRINCIPLE I - COMMITMENT TO THE STUDENT

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator ----

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.

7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator ----

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts, or favors that might impair or appear to impair professional judgement, nor offer any favor, service, or thing of value to obtain special advantage.

PRINCIPLE III - COMMITMENT TO THE PROFESSION

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgement is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

Appendix B (continued)

In fulfilling his obligation to the profession, the educator ----

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator ----

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.

Appendix B (continued)

3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and that employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

APPENDIX C

SALARY SCHEDULE 1984-85

| STEP/ RANK | PROF | ASOC | ASST | INS1 | INS2 |
|---------------|-------|-------|-------|-------|-------|
| 1 | 25307 | 22137 | 18725 | 17263 | 15953 |
| 2 | 26622 | 23220 | 19616 | 18031 | 16721 |
| 3 | 27937 | 24303 | 20507 | 18799 | 17489 |
| 4 | 29252 | 25386 | 21398 | 19567 | 18257 |
| 5 | 30567 | 26469 | 22289 | 20335 | 19025 |
| 6 | 31882 | 27552 | 23180 | 21103 | 19793 |
| 7 | 33197 | 28635 | 24071 | 21871 | 20561 |
| 8 | 34512 | 29718 | 24962 | 22639 | 21329 |
| 9 | 35827 | 30801 | 25853 | 23407 | 22097 |
| 10 | 37142 | 31884 | 26744 | 24175 | 22865 |
| 11 | 38457 | 32967 | 27635 | 24943 | 23633 |
| 12 | 39772 | 34050 | 28526 | 25711 | 24401 |
| 13 | 41087 | 35133 | 29417 | 26479 | 25169 |
| 14 | 42402 | 36216 | 30308 | 27247 | 25937 |
| 15 | 43717 | 37299 | 31199 | 28015 | 26705 |
| 16 | 45032 | 38382 | 32090 | 28783 | 27473 |
| 17 | 46347 | 39465 | 32981 | 29551 | 28241 |
| 18 | 47662 | 40548 | 33872 | 30319 | 29009 |
| 19 | 48977 | 41631 | 34763 | 31087 | 29777 |
| 20 | 50292 | 42714 | 35654 | 31855 | 30545 |
| INCR | 1315 | 1083 | 891 | 768 | 768 |

Appendix C (continued)

- NOTES: 1. All faculty members shall remain on the same step on the 1984-85 Salary Schedule as they were on the 1983-84 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.
2. The salary of each professor shall be paid on a bi-weekly basis.
3. Overload and summer salaries shall be paid on the following basis per semester credit hour:
- Professor - \$405, Associate Professor - \$400,
Assistant Professor - \$390, Instructor I - \$385,
Instructor II - \$375.

APPENDIX C-1

SALARY SCHEDULE 1985-86

| STEP / RANK | PROF | ASOC | ASST | INS1 | INS2 |
|----------------|-------|-------|-------|-------|-------|
| 1 | 26827 | 23567 | 20009 | 18521 | 17161 |
| 2 | 28142 | 24650 | 20900 | 19289 | 17929 |
| 3 | 29457 | 25733 | 21791 | 20057 | 18697 |
| 4 | 30772 | 26816 | 22682 | 20825 | 19465 |
| 5 | 32087 | 27899 | 23573 | 21593 | 20233 |
| 6 | 33402 | 28982 | 24464 | 22361 | 21001 |
| 7 | 34717 | 30065 | 25355 | 23129 | 21769 |
| 8 | 36032 | 31148 | 26246 | 23897 | 22537 |
| 9 | 37347 | 32231 | 27137 | 24665 | 23305 |
| 10 | 38662 | 33314 | 28028 | 25433 | 24073 |
| 11 | 39977 | 34397 | 28919 | 26201 | 24841 |
| 12 | 41292 | 35480 | 29810 | 26969 | 25609 |
| 13 | 42607 | 36563 | 30701 | 27737 | 26377 |
| 14 | 43922 | 37646 | 31592 | 28505 | 27145 |
| 15 | 45237 | 38729 | 32483 | 29273 | 27913 |
| 16 | 46552 | 39812 | 33374 | 30041 | 28681 |
| 17 | 47867 | 40895 | 34265 | 30809 | 29449 |
| 18 | 49182 | 41978 | 35156 | 31577 | 30217 |
| 19 | 50497 | 43061 | 36047 | 32345 | 30985 |
| 20 | 51812 | 44144 | 36938 | 33113 | 31753 |
| 21 | 53127 | 45227 | 37829 | 33881 | 32521 |
| INCR | 1315 | 1083 | 891 | 768 | 768 |

Appendix C-1 (continued)

- NOTES: 1. Each professor shall be advanced one step from his/her present position on the 1984-85 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.
2. The salary of each professor shall be paid on a bi-weekly basis.
3. Overload and summer salaries shall be paid on the following basis per semester credit hour:
- Professor - \$425, Associate Professor - \$420,
Assistant Professor - \$410, Instructor I - \$405,
Instructor II - \$395.

APPENDIX C-2

SALARY SCHEDULE 1986-87

| STEP/ RANK | PROF | ASOC | ASST | INS1 | INS2 |
|---------------|-------|-------|-------|-------|-------|
| 1 | 27553 | 24282 | 20648 | 19173 | 17704 |
| 2 | 28973 | 25452 | 21610 | 20003 | 18534 |
| 3 | 30393 | 26622 | 22572 | 20833 | 19364 |
| 4 | 31813 | 27792 | 23534 | 21663 | 20194 |
| 5 | 33233 | 28962 | 24496 | 22493 | 21024 |
| 6 | 34653 | 30132 | 25458 | 23323 | 21854 |
| 7 | 36073 | 31302 | 26420 | 24153 | 22684 |
| 8 | 37493 | 32472 | 27382 | 24983 | 23514 |
| 9 | 38913 | 33642 | 28344 | 25813 | 24344 |
| 10 | 40333 | 34812 | 29306 | 26643 | 25174 |
| 11 | 41753 | 35982 | 30268 | 27473 | 26004 |
| 12 | 43173 | 37152 | 31230 | 28303 | 26834 |
| 13 | 44593 | 38322 | 32192 | 29133 | 27664 |
| 14 | 46013 | 39492 | 33154 | 29963 | 28494 |
| 15 | 47433 | 40662 | 34116 | 30793 | 29324 |
| 16 | 48853 | 41832 | 35078 | 31623 | 30154 |
| 17 | 50273 | 43002 | 36040 | 32453 | 30984 |
| 18 | 51693 | 44172 | 37002 | 33283 | 31814 |
| 19 | 53113 | 45342 | 37964 | 34113 | 32644 |
| 20 | 54533 | 46512 | 38926 | 34943 | 33474 |
| 21 | 55953 | 47682 | 39888 | 35773 | 34304 |
| 22 | 57373 | 48852 | 40850 | 36603 | 35134 |
| INCR | 1420 | 1170 | 962 | 830 | 830 |

Appendix C-2 (continued)

- NOTES:
1. Each professor shall be advanced one step from his/her present position on the 1985-86 Salary Schedule. Additionally, the Board of Trustees may grant one additional step for any professor who receives a merit increase. The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment or the adjustment increment or both, of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representative shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year, as an adjustment increment.
 2. The salary of each professor shall be paid on a bi-weekly basis.
 3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Professor - \$450, Associate Professor - \$440,
Assistant Professor - \$430, Instructor I - \$425,
Instructor II - \$405.

Appendix C-2 (continued)

4. The 1986-1987 Salary Schedule is subject to change upward depending upon the Consumer Price Index (CPI - the "U" Index) for the Philadelphia area. The formula to increase the schedule is as follows: The average annualized percentage increase in CPI for the 1-1/2 contract years commencing January 1, 1985 through June 30, 1986 would be used. If this average is equal to or greater than nine percent but less than ten percent, an additional one-half percent new money would be added to the salary schedule. If the average CPI reaches ten percent but less than eleven percent, an additional one-half percent above the first one-half percent new money adjustment as noted above would be added, and so forth to a maximum of two additional percentages.

APPENDIX D

College Calendar - 1984-85

FALL SEMESTER - 1984

| | |
|---------------------|--------------------------|
| August 29 & 30 | On-campus registration |
| September 4 | Orientation, Convocation |
| September 5 | Classes begin |
| November 21 thru 23 | Thanksgiving recess |
| December 21 | Classes end |

SPRING SEMESTER - 1985

| | |
|-----------------|------------------------|
| January 21 & 22 | On-campus registration |
| January 23 | Evening classes begin |
| January 24 | Day classes begin |
| April 3 thru 13 | Spring recess |
| May 18 | Classes end |
| May 30 | Commencement |

APPENDIX E

Equal Employment Opportunity

Ocean County College and the Faculty Association of Ocean County College agree to cooperate in continuing to maintain policies and practices which prevent discrimination against any employee or applicant for employment because of race, color, religion, sex, age or national origin, and further, to affirmatively cooperate in the implementation of Presidential Executive Order #11246 as amended, Title IX of the Educational Amendments, as amended, their regulations and other lawful requirements intended to prevent any such discrimination.