

**THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE**

AND

**FEDERATION OF PROFESSIONAL ADMINISTRATORS
OF OCEAN COUNTY COLLEGE**

July 1, 2006 – June 30, 2009

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ARTICLE A - RECOGNITION

1. The Board of Trustees of Ocean County College (hereinafter referred to as the Board) hereby recognizes the Federation of Professional Administrators of Ocean County College (hereinafter referred to as the FPA) as the exclusive negotiating representative in accordance with the New Jersey Employer-Employee Relations Act for job titles listed in Appendix (A).

All other job titles at Ocean County College not included in Appendix (A) will be excluded from the FPA unit.

2. In the event the College creates new positions, the Vice President of Finance will initiate discussion with the FPA regarding whether the position is appropriate for inclusion in the FPA.

ARTICLE B - NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

1. The parties agree to enter into collective negotiations in accordance with all New Jersey statutes.

2. Any negotiated agreement will be reduced to writing and presented to the Board and the FPA for approval. No agreements will be negotiated with any individual employee or with any organization other than the FPA for the duration of this agreement.

3. The Vice President of Finance will provide the FPA with the names, titles, salaries and years of service of employees covered by this agreement and the tentative budget for the next fiscal year, upon written request.

4. Neither party in any negotiations will have control over the selection of the other party's negotiating representatives. It is further agreed that no more than five FPA representatives and one outside representative, will be in attendance at any one bargaining session. The parties agree that their representatives will have the authority to make proposals and counterproposals in the course of negotiations; subject however, to approval by the Board and the FPA.

5. Items in this agreement can be amended upon mutual consent as adopted by the Board and the FPA. The parties may agree to meet to discuss problems. These discussions will not be used to circumvent the grievance procedure.

6. All employees covered by this agreement will be subject to the Policies of the Board.

7. Both parties agree to begin negotiations by January 15 of the year in which the agreement expires. At the initial meeting, the Board and the FPA will exchange all of their proposals.

8. The Board and the FPA agree that neither party will introduce additional topics/concepts for negotiations, after the first session, unless agreed upon by both parties.
9. The Board and the FPA agree that all items agreed to during negotiations will be signed and dated by both parties and will not be reintroduced into negotiations unless agreed to by both parties.
10. After agreement is reached, the FPA will inform the Vice President of Finance when the agreement has been ratified by the FPA membership. The agreement will then be presented at the next scheduled meeting of the Board for ratification.
11. Discussion and agreements during negotiations will be held confidential until both parties mutually agree that information should be released for publication.
12. If any of the sections of the agreement are deleted as a result to changes in the law, either party will have the right to reopen negotiations in those limited sections.

ARTICLE C – FEDERATION AND BOARD RELATIONSHIP

1. **Federation/Board Relationship** - The Board has the responsibility and the authority to manage and direct all operations and activities of the College. The Board retains full authority and jurisdiction over matters of policy including the methods, means, and personnel required to conduct the operation of the College, provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.
2. **College Facilities** – The FPA and its representatives will be permitted to use appropriate College facilities for meetings at no charge arranged through existing College scheduling procedures.
3. **Federation Business** – Duly authorized representative of the FPA will be permitted to transact official FPA business on college property during reasonable times, provided it does not interfere with normal College operations.
4. **College Equipment** – The FPA will be permitted to use all office and media equipment when such equipment is not in use for College operations.
5. **Consumable Supplies** – The FPA will reimburse the College for consumable supplies used in the transaction of FPA business.
6. **Clerical/Technical Support Assistance** – It is understood that no support services will be provided by the College for FPA business needs.

7. Bulletin Boards/Mail Services – The FPA will be permitted to use designated College bulletin boards, employee mail boxes and electronic mail to communicate with members.

8. Labor Agreement – A current labor agreement will be posted on the College web site for FPA members.

Newly hired FPA members will receive a current labor agreement following Board approval of their employment.

ARTICLE D - DEDUCTIONS FOR PROFESSIONAL DUES

1. The FPA will provide the College with an authorized amount of the dues deductions for members, to be deducted from a member's pay. The FPA will indemnify the College for any liability or damages incurred by the board as a result of implementing payroll deductions in accordance with state law from any claims arising.

2. FPA dues will be made payable to the Treasurer of the FPA of Ocean County College according to State law.

ARTICLE E - WORKLOAD REQUIREMENTS

1. Work Year – FPA members covered by this Agreement will be employed twelve months per fiscal year from July 1 through June 30.

2. Work Schedule – Administrators covered by this agreement will ordinarily work Monday – Friday of each week that the College is open for operation. Exceptions to this provision will be specified in the job description of the employee. In each case, the employee will be provided with two (2) consecutive days off each week and an unpaid lunch hour.

3. Changes in Work Schedule - The Board will provide the administrator with at least a two-week notice of any work schedule change and will provide the administrator with a written rationale for the work schedule change.

4. Attendance at College Events and Compensatory Time – FPA members covered by this agreement will be required to attend Commencement Exercises as part of his/her expected workload. FPA members will also be required to be present at colloquia, convocations, department, divisional and college-wide meetings, and other functions as called by the Administration. FPA members may also be required from time to time to work additional work hours or attend events/meetings that fall outside of his/her scheduled work hours. When the job requires additional work hours or attendance at events/meetings, the FPA member will receive 1:1 compensatory time. In such cases, 1:1

compensatory time may be taken with the advanced approval of the FPA member's immediate supervisor.

ARTICLE F - LEAVE(S) OF ABSENCE BENEFITS

1. Sick Leave – At the beginning of each fiscal year, an FPA member will be credited with ninety one (91) hours for sick leave. Part-timers, newly hired employees, employees who leave employment during the fiscal year and employees on leaves of absences will have their sick leave accrual prorated. Sick leave is to be used for an employee's absence only, due to illness/ disability. Sick leave may also be used for medical/dental appointments.

2. Paid Vacation/Personal Leave – At the beginning of each fiscal year, an FPA member will be credited with one hundred seventy five (175) hours for Vacation/Personal leave time per fiscal year. Part timers, newly hired employees, employees who leave employment with the College during the fiscal year and employees on leaves of absences will have their vacation/personal leave accrual prorated. Vacation/Personal Leave posted on July 1 or any part of the fiscal year must be used by December 31st of the following year. If it is not used by the designated December 31st, it will be forfeited. Vacation/Personal Leave cannot be used in advance of being posted and cannot be used during the first ninety days of employment.

3. Holidays - FPA members will be entitled to fourteen (14) Holidays, as designated annually by the Board. A holiday schedule will be posted on the College's web site.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Spring Break Day	Friday after Thanksgiving Day
Memorial Day	Winter Break Days *
Independence Day	(* multiple days)

4. Paid Bereavement Leave – Leave up to four days will be allowed and paid by the College at the time of a 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, grandparents-in-law, siblings, siblings-in-law, and guardians.

5. Paid Legal Leave - FPA members will be excused for jury service duty or if they are subpoenaed as a third-party witness in court. FPA members will be paid their contractual salary in addition to the fees they receive. Whenever an FPA member is summoned/subpoenaed, they will immediately notify their supervisor and provide appropriate documentation.

6. Paid Extended Leave - An FPA member may submit a request for extended time off in reference to Bereavement Leave, legal leave, STPL and sabbatical leave to the Vice

President of Finance. Extended leave may be approved by the College President only on a case-by-case basis.

7. Short Term Professional Leave (STPL) - STPL is an opportunity for professional growth for a period of time from two to eight weeks in length. This leave may be granted for the purpose of relevant study, research, or other reasons that might contribute to the professional development of FPA members that enhance a College program for the entire College community. No more than one (1) person per department will be on an STPL at any given point in time.

Short Term Professional Leaves may be granted for a period of two to eight weeks at full salary. Recipients of STPL will retain all rights upon return from leave as though he/she had remained in active service. Continuation of benefits while on leave will be dependent on rules set forth by the appropriate regulatory agency. Recipients of STPL will submit a written report to the College President of their activities while on leave, within one month of return to active employment.

Eligibility for STPL requires the completion of three (3) consecutive years of service at Ocean County College prior to the time the STPL is scheduled to begin. An FPA member may be eligible for one STPL every three years. Candidates whose leaves are not approved may submit a new application at any time. FPA members interested in STPL will submit an application (Appendix E) and a signed contract (Appendix F) not less than two months prior to the start of the leave. Individual applications will include:

- (a) A statement of the purpose for which the leave is requested and how this will enhance the professional development of the individual and the College program.
- (b) a detailed plan of activity while on STPL will be submitted (If the purpose is for study/training, evidence of matriculation will be submitted), and
- (c) a plan for replacement or coverage of duties while on leave. The disposition of applications will be communicated to applicants subsequent to the President's decision.

8. Sabbatical Leave - Sabbatical leave is an opportunity for professional growth for either a half-year or whole year period. Such leave could be granted for the purpose of relevant study, research, travel, or for such other reasons that might contribute to the professional growth of the administrator, and thus enhance the college program for the entire College community.

Requests for a Sabbatical Leave will be submitted through the FPA member's immediate supervisor and area Vice President at least six (6) months prior to the date the leave is to commence. Applications will include:

- a statement of purpose for which the leave is requested
- a statement of how the employee believes his/her professional growth will be specifically enhanced by the proposed activity
- a statement of how the employee believes the sabbatical leave will specifically enhance the college program upon return

- a comprehensive plan of the activity to be pursued while on sabbatical leave (with explanatory details, as needed), and evidence of matriculation if the purpose is to obtain a graduate degree, and (e) a signed sabbatical leave contract (Appendix D).

The area Vice President will forward the material to the President and is responsible for informing the employee of approval or disapproval of the leave.

An FPA member will be eligible for sabbatical leave after employment for six consecutive years at Ocean County College. An FPA member will not be eligible for another sabbatical leave until six additional years of employment at Ocean County College are completed after the return from a sabbatical leave.

Sabbatical leave may be requested for either one-half year at full base salary, or one full year at one-half base salary. FPA members will not accrue sick leave or vacation time and may not participate in extra duty assignments at the College, while on sabbatical leave.

Sabbatical leaves are not for the purpose of providing opportunities for increased income. During a sabbatical, an FPA member will not be precluded from accepting grants, stipends, fellowships, foundation funds, or similar monies so long as they are specifically identified with graduate, post-graduate, or other professional study.

Acceptance of a sabbatical leave requires the recipient to return to employment at the College for at least two years, after the end of the leave.

If an FPA member fails to complete two years of employment at the College following a sabbatical, the employee will be responsible for reimbursing Ocean County College for all salary paid during the period of leave.

Recipients of sabbatical leaves will submit through the area Vice President, to the President, a written report of their activities while on sabbatical. Reports will be due three months after the individual's return to work.

An employee on sabbatical leave retains all other rights as though he/she were in active employment.

9. Maternity Leave - A maternity leave is to be regarded the same as any other medical disability. Any leave granted under this section will be inclusive of any State/Federal mandated Family Medical Leave Act (FMLA) time.

No later than the sixth (6th) month of pregnancy, the FPA member will notify the Director of Human Resources, in writing, of the condition of pregnancy and plans of continuing employment or taking a maternity leave of absence. Notification of the pregnancy will be accompanied with a statement from the treating physician. The treating physician's statement must include the condition of pregnancy, the anticipated delivery date, and the anticipated date that the FPA member is able to continue normal job duties. As the

pregnancy progresses, date changes in the ability to work may also change upon written verification of the treating physician.

Accumulated sick leave, pursuant to NJSA 18A:30-1 et seq., may be used at the option of the FPA member.

In addition, the FPA member will be entitled to leave without pay, for up to one calendar year.

The FPA member will be placed at the same position on the salary schedule they would have attained had they been continuously employed by the College during the disability or maternity leave period.

10. Military Leave - FPA members will be entitled to Military Leaves of absences, in accordance with New Jersey and Federal laws.

ARTICLE G - EDUCATION BENEFITS

1. Admission To Courses at Ocean County College -FPA members and dependents will be granted free tuition for any courses offered by the College. Dependents are defined as those members for whom the FPA member is eligible to claim dependency status on his/her current IRS annual income tax return. For dependents over the age of twenty four (24), excluding spouse, the College reserves the right to request additional documentation of dependent status. Tuition will be waived a maximum of thirty-three (33) credits per dependent, per academic year. An academic year is defined as September 1 through August 31.

The FPA member is responsible for payment of course fees (student and technology fees will be waived) at the time of registration. The prevailing College drop for non-payment policy will be applied if course fees are not paid at the time of registration. The prevailing college policy for refunds will be applied to the refund of course fees to the FPA member in cases where courses are dropped within the time limits defined by the refund policy. Should a member or qualified dependent apply and qualify for financial aid, the aid will be applied to the course fees that the member would normally be responsible to pay. Refunds will be issued, if applicable.

This benefit will extend to the surviving children (as described above) of a deceased FPA member who was employed at the time of death but is limited to a maximum of thirty three (33) credits per dependent, per academic year. This benefit is to terminate upon the end of five years from the August 31st following the death of the FPA member or upon the twenty-second (22) birthday of the surviving dependents. In no case will this benefit be terminated during the course of an academic semester in which the dependent is attending OCC classes.

2. Continuing and Professional Education Waivers - FPA members and their dependents, as defined in Article G, paragraph 1 above, will be admitted to Continuing and Professional Education courses free of tuition and general fees up to a maximum of \$500, per fiscal year, per family. The FPA member will be responsible for the payment of all direct costs for Continuing and Professional Education courses at the time of registration. Direct costs as defined by the Continuing Education program must be paid in full at the time of registration and will not be waived.

3. Credit by Exam - FPA members and their dependents, as defined in Article G, paragraph 1 above, will be permitted to take credit by exams at OCC. The FPA member will be responsible for the payment of all direct costs for any Credit by Examination at the time of registration. Any direct costs as defined by the Exam must be paid in full at the time of registration and will not be waived.

4. Tuition Reimbursement - The Board will provide tuition reimbursement up to the prevailing Rutgers graduate or undergraduate credits per fiscal year. Courses taken must be in the field of specialization that the employee renders service to the college. A maximum of twelve (12) credits per fiscal year are permitted. Tuition Reimbursement Applications are available on the College's web site. Only courses with prior approval of the immediate supervisor, the area Vice President, and the President will be eligible for reimbursement. Reimbursement will be made to the approved FPA member who has received College credit for their course work, has submitted proof of tuition payment and submits passing grade transcripts to the Human Resources Department within six (6) months of the end of the semester the course was taken.

5. Interest-free Loans - An FPA member may secure an interest-free loan against their current base salary for the purpose of pursuing additional graduate study. FPA members must submit evidence with the loan application that they are registered for graduate study in a regionally accredited institution of higher education to be eligible to receive an interest-free loan. A maximum of five percent (5%) of the FPA member's base salary may be owed at any one time. Such advances will be made only during the period when the FPA member is actively employed and will be limited to two such advances during a fiscal year. The total amount advanced will be repaid by equal salary deductions over the balance of the fiscal year in which the loan occurs. Upon termination of employment, any unpaid portion of a loan will be deducted in full from the FPA member's final paycheck.

6. Ocean County College International Education Courses – FPA members must submit an application to participate in International Education courses which are offered by Ocean County College for themselves, or for their dependents, in the same manner that applications for tuition waivers are submitted for any other credit courses by Ocean County College, and the same approval process will be applicable.

7. Individual Professional Development And Benefit Option Program

Professional development is defined as education, training, or the acquisition of knowledge related to the FPA member's profession. Individual professional development may be

funded through the Benefit Option Program. Funding may be used for professional development purposes considered allowable as non-taxable benefits by the Internal Revenue Service (see Publication 15B - Employers Guide To Tax Benefits). The contribution by the College of professional development funds for the purchase of equipment including computer/laptop will not exceed \$500. Proof of payment must be submitted with the reimbursement request. Expenses incurred for travel, mileage, meals and /or lodging associated with approved professional development activities will be reimbursed in accordance with the prevailing business policies of the College.

Expenses for credit course fees paid by the member for OCC courses taken by the member or dependent may be reimbursed via BOP. Proof of payment is required.

Expenses for non-credit courses (fees or any other charges paid by the member for courses taken by the member or dependent) may be reimbursed via BOP. Proof of payment is required.

Individual funding for the Benefit Option Program will be as follows: \$800 for each year of the current labor agreement, per FPA member.

Tuition expenses, which exceed the reimbursement rate set forth in Article G, Section 4, may be reimbursed through BOP.

Uncovered medical, dental, optical or other health related expenses may be reimbursed provided these expenses are considered allowable non-taxable benefits by the Internal Revenue Service (see Publication 15B – Employers Guide to Tax Benefits). Proof of payment and proof of expense, not covered by insurance, must be submitted with the reimbursement request.

8. Laptop Computers: FPA members may use their full BOP allocation toward the purchase of a laptop/notebook computer, once every three years. The computer will be purchased by the College in July, according to College specifications and will be paid in full by the College. The computer will be the property of the College for three (3) years and will be used solely by the FPA member. Upon receipt of the computer, the FPA member agrees to use the computer for College business. During this three (3) year period, it is also agreed that the College will not provide other computing equipment for the FPA member. If the FPA member's employment is severed during the three-year period, the computer remains the property of the College. If the FPA member remains employed during the three year period, the computer becomes the personal property of the FPA member and the College surrenders all ownership rights and responsibilities in regard to the computer.

The College is responsible for maintenance and repair of the computer during the three-year period. If repair or replacement is necessary due to negligence on behalf of the FPA member or if the FPA member loses the computer or it is stolen during the three year period, the College will not repair or replace the computer but will provide alternative computing equipment for the FPA member. The College reserves the right to determine if the FPA member was negligent and will document the decision. This determination

will not have a detrimental effect on the employment of the FPA member but the FPA member will no longer be eligible to participate in the laptop/notebook computer option of the BOP program. The replacement computer will be the property of the College and the FPA member will have no ownership rights to the replacement equipment.

Requests for reimbursement under the BOP program will be processed during the months of: October, February, June and August. If requests are received in interim months, the requests will be processed in the next eligible processing month. All requests for use of BOP funds must be submitted in the fiscal year in which the expense is incurred. Third party payments for registration to a conference or seminar will be processed as needed and are subject to the approval of the Department Dean, the appropriate Vice President and the Vice President of Finance.

ARTICLE H - INSURANCE BENEFITS

1. Health Insurance - The Board will provide and pay the premium cost of health care benefits for eligible FPA members and their legal dependents as defined by the insurance carrier. The Board has the right to select the insurance carrier. Change of insurance carriers will not be utilized to reduce the levels of coverage for employees and dependents.

FPA members covered by other health plans may opt to waive their medical coverage with the College and receive a payment in accordance with Board policy.

2. Dental Insurance - The Board will provide fully paid dental coverage for eligible FPA employees.

The employee may enroll eligible dependents and the Board will contribute \$27.62 per month towards the cost of the coverage. The employee is responsible for paying the remainder of the premium, by either the use of the Benefit Option Program or payroll deductions. The Board reserves the right to change insurance carriers, but will give the Federation one month's notice of any anticipated change. Change of insurance carriers will not be utilized to reduce the levels of coverage for employees and dependents.

3. College Temporary Disability Program - The College will provide, at no expense to the employee, a temporary disability income plan for employees of the College who are absent from work due to prolonged serious illness/injury. This program is offered as a substitute for participation in the New Jersey Temporary Disability program and is permissible by law. In no instance will the benefit or terms of the College program be less than that of the New Jersey Temporary Disability program.

To be eligible for College Temporary Disability, an employee must meet the same earnings qualifications as required for the New Jersey Temporary Disability program. The employee must have exhausted all accumulated sick leave, except in instances involving Workers Compensation disability. The employee may elect to utilize unused paid leave time, or compensation time in order to stay in a full pay status for as long as possible. The

employee must submit a medical certification which specifies the illness/injury that prevents the employee from being able to perform his/her duties. The medical certification must also specify the approximate length of time the physician expects the employee to be disabled. The College reserves the right to require the employee to be examined by a College appointed physician, at Board expense.

The disability income benefit will be calculated in accordance with the prevailing method used by the New Jersey Temporary Disability program and the College Temporary Disability method set forth below. The employee will select, in writing, the method of payment he/she chooses to be paid by.

Employment at O.C.C.	Disability Payment
1st through 3rd Year	40% of hourly wage or base salary
Fourth Year	45% of hourly wage or base salary
Fifth Year and more	50% of hourly wage or base salary

Whenever the disability is the result of a Workers Compensation claim, the combined income from the Workers Compensation and the College Disability program will equal one hundred percent (100%) of the employee's current base wage/salary. The disability benefit will be prorated for part-time employees. Disability benefits will not be paid during any timeframe in which the employee is not contracted/scheduled to work.

Benefit payment will commence on the next regularly-scheduled payday following approval by the President of the application for Temporary Disability. If the employee elects the State method of payment, the duration of payments will be in accordance with the prevailing state program. If the employee elects the College method of payment, the duration of payments will be limited to an aggregate maximum of fifty-two (52) weeks, commencing with the initial date of disability. If the disability is related to a Worker's Compensation claim, time in Worker's Compensation will be inclusive to the aggregate maximum for College Temporary Disability. If an employee recovers from a disability for which benefits have been received and again becomes disabled within one hundred and four weeks of the initial date of disability, the later disability will be considered a continuation and will be counted against the fifty-two week aggregate maximum. If the later disability is due to an unrelated cause, it will be considered a new disability and a new fifty-two week maximum period begins.

Disability payments will cease when the employee returns to work, the employee leaves employment with the College, the employee qualifies for permanent disability under the New Jersey Division of Pensions, or the disability benefit is exhausted. The employee must submit medical verification of his/her ability to return to work, prior to returning to work.

The College Temporary Disability income will be reduced by an amount equal to income received by the employee for: (a) any other avenue of pay by the College, (b) any income received through a state or federal disability program, (c) Workers' Compensation, (d) or income associated with any rehabilitation efforts.

Disabled employees must file a request for Temporary Disability, which are available in the Human Resources Department. Every effort to process the request as rapidly as possible will be made as soon as proper medical verification(s) are received. The Human Resources Department will provide information on the prevailing New Jersey Temporary Disability program and written calculation of the benefit options available to the employee. The Vice President of Finance will provide the employee with a written disposition of the President's decision. This program supersedes and supplants Board Policy/Procedure #3050.

ARTICLE I MISCELLANEOUS TERMS OF EMPLOYMENT

- 1. Parking** - The Board will determine the parking identification system and provide adequate, lighted, paved parking facilities for FPA members at no charge
- 2. Safety** - Administrators will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well being. Administrators will not be required to work in rooms with temperatures below 60 degrees, Fahrenheit, or above 87 degrees, Fahrenheit. The College reserves the right to relocate affected administrators to other offices, in the event problems occur
- 3. Emergency Care** - The College will establish, periodically update and distribute emergency response protocols and standard operating procedures for the main campus and all extension sites during hours of College operations.
- 4. Vacancies** - FPA job vacancies will be posted internally for a period of five (5) working days. FPA job vacancies will be announced on the College web site. FPA members who apply for positions will be notified of the disposition of their application in a timely manner.
- 5. Travel Reimbursement** - FPA members authorized for travel will receive mileage reimbursement at the current Internal Revenue Service rate.
- 6. Meal Allowance** - Administrators will receive reimbursement for meals in accordance with the prevailing business policies of the college. Administrators will submit itemized receipts to the Accounting Department with each request for reimbursement.
- 7. Personnel Files** - The Human Resources Department houses the official employee file. This file includes all personnel actions, benefit information, annual contracts, payroll data and other required information.

FPA members may request in writing, to the Director of Human Resources, to view their personnel file. The request must be made at least twenty-four hours in advance. The employee may examine and reproduce one copy of all materials placed in the file, other than pre-employment or other material that is confidential or privileged.

The College reserves the right to require its designee to be present while such file is being inspected or copied. The FPA member has the right to representation if so desired.

Nothing contained herein will limit the college in the maintenance and retention of other records including, but not limited to, payroll and benefits.

8. Academic Attire - FPA members attending those functions for which academic attire is required will have the appropriate attire provided by the College.

9. Reduction in Force (RIF) - In the event the College considers a reduction in force, it will be done in accordance with N.J.S.A. 18A:60-3 and N.J.A.C. 9A:7-2.1 et seq.

ARTICLE J - GRIEVANCE PROCEDURE

1. Definitions - For the purpose of this Agreement, the term "grievance" will mean a violation concerning the meaning and application of the provisions of this Agreement and/or the alleged violations of policies/procedures of the Board of Trustees which affect terms and conditions of employment. For the purpose of this grievance procedure, the Federation, an administrator, group of administrators may file a grievance and will hereinafter be referred to as the "grievant." An "Federation Grievance" will be defined as a grievance filed by the officers of the Federation which specifically seeks to enforce a term or condition of the current Agreement. "Working days" is defined as Monday through Friday throughout the year.

2. Conditions - No reprisals of any kind will be taken against any administrator for participating in any grievance. The number of days indicated at each level will be considered as maximum. Every effort will be made to expedite the grievance process. The time limits may be extended by mutual consent. A grievance may be withdrawn at any level by the grievant.

3. Limits To Representation - In the event a grievance arises out of the supervisory/evaluation relationship of any administrators within this unit, the Federation and the NJSFT will only represent the subordinate administrator.

4. Step 1. - The grievant will informally discuss the matter with the appropriate administrator, not later than twenty-five (25) working days of knowledge of the event(s) giving rise to the grievance. The Federation, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate administrator.

5. Step 2 - In the event the grievance is not resolved at Step 1, the grievant will submit the written grievance to his/her area Vice President and a copy will be filed with the

Federation, not later than fifteen (15) working days following the Step 1 response. If the grievant works in the President's area, Step 2 will be skipped. Not later than seven (7) working days from the submission of the written grievance, the area Vice President will meet with the grievant and representatives of the Federation in an effort to resolve the grievance. The area Vice President will give the answer in writing not later than seven (7) working days of said meeting, with a copy to the Federation.

6. Step 3 - In the event the grievance is not resolved at Step 2, the grievant will submit the written grievance to the President of the College and a copy will be filed with the Federation, not later than fifteen (15) working days following the Step 2 response. Not later than seven (7) working days from the submission of the written grievance, the President or his/her designee(s) will meet with the grievant and representatives of the Federation in an effort to resolve the grievance. The President or designee(s) will give the answer in writing not later than seven (7) working days of said meeting, with a copy to the Federation.

7. Step 4 - In the event the grievance is not resolved at Step 3, the grievant will submit the written grievance to the Board of Trustees, with a copy to the Federation, not later than fifteen (15) working days following the Step 3 response. Not later than thirty (30) working days from receipt of the grievance, the Board Grievance Committee will meet with the grievant, the appropriate administrator(s), and representatives of the in an effort to resolve the grievance. Subsequent to the meeting, the Board Grievance Committee will make a recommendation to the full Board of Trustees at the next regularly scheduled meeting. The position of the Board of Trustees on the grievance will be communicated, in writing, to the grievant not later than five (5) working days following the Board meeting.

8. Step 5 – In the event the grievance is not resolved at Step 4, the Federation of Professional Administrators will have the right to invoke arbitration of the grievance through the Public Employee Relations Commission. The petition will be filed with P.E.R.C. not later than thirty (30) working days following the Step 4 response. The selection of an arbiter will be conducted in accordance with P.E.R.C. procedures. Arbitration of grievance issues which cite violation(s) of the Agreement will be binding on both parties. Arbitration of grievance issues which cite violation(s) of Board policy, procedure, and/or past practice will be advisory only upon the parties. The Arbiter will not exceed the authority prescribed above, pertaining to the enforcement of the terms and conditions of this Agreement and will make every effort to submit his/her final report to both parties not later than sixty (60) days after the arbitration hearing. The cost of any arbitration will be borne by the Federation and the Board equally.

ARTICLE K - PROFESSIONAL BEHAVIOR AND DISCIPLINE **PROCEDURE**

1. Standards - Each administrator is expected to carry out his/her responsibilities to the Board of Trustees with adherence to the highest standards of professionalism and ethics.

2. Progressive Discipline - In the event disciplinary action is considered against an administrator, the progressive discipline procedures will be followed.

3. Notification - When an action of an employee appears to be a violation of College Policy/Procedures, the immediate supervisor will initiate an investigation. The supervisor will inform the employee, in writing, of the apparent violations and provide opportunity for the employee to respond. The employee may have another administrator/employee act as a representative, if he/she chooses.

4. Investigation - The supervisor should conduct an appropriate investigation to learn exactly what happened, keeping notes as to precisely what was said by each person questioned during the investigation. The following kinds of information should be collected:

- (a) What happened?
- (b) Who was involved?
- (c) When did it happen? (Times, dates)
- (d) Where did it happen?
- (e) Why did it happen?
- (f) Is this action habitual or is it an isolated incident?
- (g) What is the employee's past overall record?
- (h) Are there any mitigating circumstances?
- (i) Is the incident governed in any manner by a current Board policy or procedure? If yes, was the employee aware of the policy/procedure which has been allegedly violated?
- (j) Was the incident a malicious act, the result of negligence, accidental, or a performance error?
- (k) How serious is the alleged violation?
- (l) How were similar violations handled in the past?
- (m) What is the employee's reaction to the investigation?

5. Decisions and Recommendations - Each case will be considered individually, based on the facts and circumstances involved. In the event the investigation does not support the allegation, the supervisor will inform the employee, in writing, of this finding. Should the investigation support the allegation of a violation, disciplinary action will be taken. The burden of justifying a disciplinary recommendation rests with the administration. If disciplinary action is to be effective, the supervisor will:

- (a) Consider the employee's length of service and past conduct record,
- (b) Be consistent and even-handed,
- (c) Overlook no offense(s),
- (d) Emphasize correction of the problem, rather than punishment of the individual,
- (e) Insure that the employee has the opportunity to maintain his/her self-respect,
- (f) Increase disciplinary recommendations progressively, if the problem persists, and
- (g) Recognize changes in behavior which result in the employee becoming more effective.

6. Verbal Warning - When the employee is to be given a verbal warning, the supervisor will confer with the employee, present the facts, and allow the employee to respond to them. The employee is entitled to representation at this meeting. Every verbal warning should include a notice to the employee that continued violations will result in further disciplinary action. Following the issuance of a verbal warning, the supervisor will document the nature of the violation(s) including time, date, and location of both the offense and the disciplinary conference. This documentation is to be retained by the supervisor (confidentially) for future reference. No documentation is to be sent to the Human Resources Department.

7. Written Reprimand - The employee may be given a written reprimand for a second offense or if the seriousness of the violation warrants more than a verbal warning. The written reprimand will clearly state that violation of College policy/procedure cannot be allowed to continue and will state the material facts of the case, nature of the offense, date, time, and location of the violation and a record of conference(s) held. Documentation of prior verbal warning(s) will be attached to the written reprimand. The employee will be provided an original copy of the written reprimand. A copy of the written reprimand and all attachments will be transmitted confidentially to the area Vice President and to the Vice President of Finance for inclusion in the employee's personnel file.

8. Disciplinary Suspension or Wage/Salary Reduction - The employee may be given a suspension for a third violation that occurs within a period of twelve months from the date of the most recent written reprimand or if the seriousness of the violation warrants more than a written reprimand. A suspension may be for no less than three working days and no more than ten working days, depending on the seriousness of the violation. The supervisor will write a recommendation for suspension which includes a history of all past violations and a history of the supervisory efforts to correct the problem. A detailed documentation of the facts related to the violation will be attached. Copies of the recommendation for suspension will be confidentially transmitted to the employee, the area Vice President, the Vice President of Finance, and the President. The President will decide if the recommendation for suspension will be transmitted to the Board of Trustees for consideration. At the discretion of the President, a recommendation to reduce the wage/salary of the employee for a period not to exceed one year may be advanced to the Board of Trustees.

9. Termination - In the event efforts at corrective discipline fail, the final disciplinary action will be termination from employment. When a supervisor believes termination is appropriate, he/she will confer with the area Vice President and the Vice President of Finance. Complete documentation of the case will be prepared by the supervisor. A conference with the employee and all appropriate individuals will be initiated by the Vice President of Finance to present the facts of the case and the Recommendation for Termination. The employee will be provided the opportunity to respond and will be provided such other due process opportunities as may be appropriate.

10. Accelerated Corrective Discipline - Depending on the gravity of the offense, the disciplinary process may be accelerated to any advanced step.

ARTICLE L - COMPENSATION

1. Annual Salary Increase - The annual salary of each full time FPA member will be increased by the percentage amount indicated below on the identified effective date:

<u>Effective Date</u>	<u>Percentage</u>
July 1, 2006	3.5%
July 1, 2007	3.5%
July 1, 2008	3.9%

2. Salary Placement Upon Employment - The Board will determine the starting salary of positions represented by the FPA members.

3. Lecturers - FPA members who have been approved by the Board to be a Lecturer will be eligible to teach credit courses in the academic discipline for which the approval is given. FPA members who teach credit courses will not teach during scheduled work hours including the lunch hour, unless they have written, prior approval from the area Vice President. The teaching load for lecturers will not exceed six (6) credits for traditional courses or nine (9) credits for Distance Learning courses in each of the fall and spring semesters and six (6) credits for traditional courses or nine (9) credits for Distance Learning courses in the summer sessions (all summer sessions are considered one session for the purposes of this) and will be compensated at the faculty overload rate per semester hour for the duration of this agreement.

4. Pay Adjustments - After consulting with the President of the FPA, the area Vice President is responsible for recommending pay adjustments for employees who assume additional duties, either on a temporary or permanent basis. The College has the right to determine the rate and eligibility for any salary adjustments.

5. Payday Schedule - FPA members will be paid on a bi-weekly basis.

6. Withholding Pay Adjustments - The Board may withhold, for inefficiency, incapacity, conduct unbecoming an FPA member or other good cause, any pay adjustment of an FPA member in any year, by a majority vote of all the members of the Board. The Board through the Office of the President, will give notice at the issuance of the FPA member's individual employment contract. The Board of Trustees, through said representative, will give written reasons thereof to the administrator concerned, within ten days of such notice. The administrator may appeal such action through the grievance procedure provided under this contract. It will not be mandatory upon the Board of Trustees to pay any such denied increase in any future year as an adjustment increment.

7. Longevity Recognition Awards - FPA members are eligible to apply for a Longevity Award upon the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), twenty-fifth (25th), thirtieth (30th), thirty-fifth (35th), and fortieth (40th) anniversary date of employment at Ocean County College. The amount of the award is seven hundred twenty-five dollars

(\$725) and will be added to the base salary. Eligibility also requires that the FPA member is free of any documented formal disciplinary action during the previous five years.

8. College Bookstore Discount - All FPA members will be given a ten percent (10%) discount on all purchases in the College Bookstore.

9. Payment of Unused Sick Leave - FPA members who have ten (10) or more years of continuous service at Ocean County College, and retire from the College, will be eligible to receive payment for up to fifty percent (50%) of his/her accrued sick leave, not to exceed \$14,500 each year of the current agreement.

FPA members who are terminated for cause by the Board will not be eligible to receive payment for any unused sick leave.

10. Payroll Savings Plan - College will provide an opportunity for payroll savings deductions in accordance with N.J.S.A. 40:11-26 "Compensation of persons holding public office or employment: Deductions." All deductions will be remitted monthly in the name of the administrator and in accordance with details to be arranged by the College and Mon-Oc Federal Credit Union. The College will make reasonable effort to make such remissions on a timely basis following the close of each pay period. Administrators must complete the necessary authorizations in the Payroll Department to initiate, change, and discontinue this program.

ARTICLE M – IN-GRADE ADVANCEMENT AWARDS

A substituted program for the previous in-grade advancement program will be developed in concert with FPA representatives no later than July 1, 2007. A memorandum of agreement will be mutually developed and attached to this agreement.

ARTICLE N - CONTRACTS AND DISMISSALS

1. Individual Contracts - Each FPA member will receive an annual contract which must be signed and returned to the Human Resources Department within five (5) days of receipt. Individual contracts will be issued by March 1st, or within sixty (60) days of the completion of ratification of this Agreement by both parties.

2. Non-renewal of Contract Notification - FPA members will receive notice of non-renewal of his/her contract by December 15th of each academic year, in accordance with N.J.A.C. 9A:7-4.3. If an individual's contract will not be renewed, the employee may resign.

3. Mutual Consent, Resignation/Termination of Contract - An FPA member's contract may be terminated by either party by giving at least sixty (60) days notice or earlier, upon mutual consent.

ARTICLE O - DURATION OF AGREEMENT

Unless specified otherwise herein, the provisions of this Agreement will be in force from July 1, 2006 through June 30, 2009 and will supersede all previous Agreements.

ARTICLE P - RATIFICATION SIGNATURES

The terms and conditions of employment, set forth herein, will remain in force for the duration of the Agreement specified in Article O.

FOR THE BOARD:

FOR THE FPA

Carl Thulin
Board of Trustees, Acting Chair

Linda F. Capuano
FPA President

Eva J. Smithers
Board of Trustees, Secretary

Sandra Figner
FPA Vice President

Dr. Jon H. Larson
President

Pamela Donohue
FPA Treasurer

Sara Winchester
Vice President of Finance

Roseann D'urso
FPA Secretary

Tara Kelly
Vice President

Don Doran
Acting Vice President

Appendix A

FPA Job Titles

Academy For Life Long Learning Administrator
Acting Career Coordinator
Acting Coordinator of Academic Advising
Acting Coordinator of Orientation
Acting Director of Academic Planning
Acting director of Career, Employment and Personal Counseling
Acting Director of Recruitment and Admissions
Administrator of Nursing and Allied Health
Admissions and Records Administrative Manager
Assistant Director of Educational Opportunity Fund (EOF)
Assistant Director of Multicultural Services
Assistant to Executive Vice President of Economic & Workforce Development
Associate Director of Financial Aid
Athletic Trainer
Bookstore Manager
Bursar
Business Manager- OIT
Career Specialist
Coordinator of Academic Affairs
Coordinator of Alumni Affairs
Coordinator of Counseling Services
Coordinator of Customized Training
Coordinator of International Program Development & Marketing (part time)
Community Programs Administrator
Continuing and Professional Education Office Administrator
Coordinator of Public Relations
Coordinator, Student Activities Operations
Director of Testing, Adaptive Services and GED Chief Examiner
Director of College Health Services
Director of Fine Arts Center (part time)
Disability Counseling Specialist
EOF/OMS Learning Resource Specialist
Evening Nurse
Evening Supervisor of Southern Education Center (part time)
Financial Aid Advisor
Grants Coordinator
Library Circulation Manager
Learning Disabilities Specialist
Learning Support Specialist
Manager of College Relations
Manager of Office Services

P/T Coordinator of Customized Training
P/T Project Coordinator, Office of School Relations
Physical Plan Administrator/Security
Project Specialist, Disabilities Resource Center
Registrar
Research and Assessment Administrator
Staff Accountant
Technology and Professional Program Director
Transfer Coordinator
Transfer Services Coordinator
Veterans Coordinator/Financial Aid Advisor
Video Operations Manager

Appendix B

Negotiation Procedure For Future Agreements: If agreement on a successor Agreement cannot be reached between the Federation and the Board, either party has the right to declare an impasse and request mediation process through the Public Employment Relations Commission.

Appendix C

Family Leave - Administrators will be entitled to request Family Leave, in accordance with prevailing State and Federal Laws. Requests for unpaid Family Leave will be submitted in advance on the appropriate form, available in the Human Resources Department

Appendix D

Equal Employment Opportunity - Ocean County College and the Federation 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.

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APPENDIX E

**Ocean County College
Sabbatical Leave Contract**

Name _____ Date

Duration of Sabbatical Leave: _____ to _____
(Start Date) (Date of Return)

Salary to be awarded while on Sabbatical Leave: \$

I understand that approval of my application for Sabbatical Leave is subject to all the terms and conditions set forth in Article F, Section 8 of the Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Article F, Section 8 will subject me to financial reimbursement to the College as set forth therein. I hereby agree to fulfill all obligations required for approval of Sabbatical Leaves.

President, OCC

Administrator's Signature

Date

Date

Notary

APPENDIX F

OCEAN COUNTY COLLEGE
ADMINISTRATORS

SHORT TERM PROFESSIONAL LEAVE REQUEST FORM

Requested by: _____ Date: _____

Duration of Request Leave: _____ to _____
(Start Date) (Date of Return)

Please attach to this application all information which will facilitate approval. Your application must include:

- (a) A statement of the purpose for which the leave is requested and how this will enhance your professional development and the College program upon your return.
- (b) A detailed plan of activity while on STPL leave must be submitted. If the purpose is for study/training, evidence of matriculation must be submitted.
- (c) In recognition of the difficulty faced by the College in replacing administrators, submit your best proposal on how the responsibilities of your position might be covered in your absence.

APPROVALS

Immediate Supervisor: Yes No _____ Date _____

Area Vice President: Yes No _____ Date _____

President: Yes No _____ Date _____

Original should be sent to the Vice President of Finance for processing upon completion of the approvals cited above.

APPENDIX G

**OCEAN COUNTY COLLEGE
ADMINISTRATORS
SHORT TERM PROFESSIONAL LEAVE
CONTRACT**

Name: _____ Date:

Duration of Leave: _____ to

Total Salary to be paid while on Leave: \$ _____

CONDITIONS

1. I understand and agree that I am obligated to return to active employment at Ocean County College following my leave on _____.

(date)

2. I understand and agree that, if I leave active employment at Ocean County College prior to the date cited in #1 above, I will be obligated to return the total salary cited above to Ocean County College.

(President of OCC)

(Administrator)

Dated:

Notary:

