

**AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE
AND
ADMINISTRATIVE SUPERVISORS ASSOCIATION
OF OCEAN COUNTY COLLEGE**

July 1, 2006 through June 30, 2008

<u>TABLE OF CONTENTS</u>	Page
<u>Article A Recognition</u>	5
1. Exclusive Negotiating Representative_____	5
2. New Positions_____	5
3. Temporary Basis_____	5
<u>Article B Negotiation Procedure and Future Agreement</u>	5-6
<u>Article C Association and Administrators' Privileges</u>	6-7
1. College Facilities_____	6
2. Association Business_____	6
3. College Equipment_____	6
4. Consumable Products_____	6
5. Clerical/Technical Support Assistance_____	6
6. Academic Calendar_____	6
7. Bulletin Boards_____	6
8. Labor Agreement_____	7
<u>Article D Deductions for Professional Dues</u>	7
1. Dues Deduction_____	7
2. Dues Payable To_____	7
<u>Article E Workload Requirements</u>	7
1. Work Year_____	7
2. Work Schedule_____	7
3. Changes In Work Schedule_____	7
4. Attendance At College Functions_____	7
<u>Article F Leave(s) of Absence</u>	7-10
1. Sick Leave_____	7-8
2. Paid Vacation Leave_____	8
3. Holidays_____	8
4. Paid Bereavement Leave_____	8
5. Paid Legal Leave_____	8
6. Paid Extended Leave_____	8
7. Short Term Professional Leave_____	8-9
8. Sabbatical Leave_____	9-10
9. Maternity Leave_____	10
10. Military Leave_____	10
<u>Article G Education Benefits</u>	10-13
1. Admission To Courses At OCC_____	10-11

2.	Continuing And Professional Educational Waivers_____	11
3.	Tuition Reimbursement_____	11
4.	Interest Free Loans_____	11-12
5.	Individual Professional Development And Benefit Option Plan_____	12
6.	Laptop Computer_____	12-13
Article H Insurance Benefits		13-14
1.	Health Insurance_____	13
2.	Dental Insurance_____	13
3.	Disability Program_____	13-14
Article I In Grade Advancement Awards		14
Article J Additional Terms of Employment		14-15
1.	Parking_____	14
2.	Emergency Care_____	14
3.	Vacancies_____	14
4.	Job Transfers_____	14-15
5.	Travel Reimbursement_____	15
6.	Personnel Files_____	15
7.	Academic Attire_____	15
Article K Grievance Procedure		15-16
1.	Definition_____	15
2.	Step 1 (Informal Meeting)_____	15-16
3.	Step 2 (Meeting With The President or President’s Designee)_____	16
4.	Step 3 (Meeting With The Board)_____	16
5.	Step 4 (Arbitration)_____	16
Article L Professional Behavior and Discipline		16
1.	Progressive Discipline_____	16
Article M Compensation		16-18
1.	Annual Salary Increase_____	16
2.	Salary Placement Upon Employment_____	17
3.	Lecturers_____	17
4.	Pay Adjustments_____	17
5.	Payday Schedule_____	17
6.	Direct Deposit_____	17
7.	Withholding Pay Adjustments And Longevity Awards_____	17
8.	Longevity Recognition Awards_____	17
9.	College Bookstore Discount_____	17
10.	Payment Of Unused Sick Leave_____	17-18

Article N	Contracts and Dismissals	18
1.	Individual Contracts	18
2.	Non-Renewal Of Contract Notification	18
3.	Resignation/Termination of Employment	18
4.	Reduction In Force (RIF)	18
Article O	Duration of Agreement	18
Article P	Ratification Signatures	19
Appendix A	ASA Job Titles	20
Appendix B	OCC Sabbatical Leave Contract	21
Appendix C	OCC Short Term Professional Leave Request Form	22
Appendix D	OCC Short Term Professional Leave Contract Form	23
Appendix E	Reduction in Force Procedure	24-27

ARTICLE A - RECOGNITION

- 1. Exclusive Negotiating Representative** - The Board of Trustees of Ocean County College (hereinafter referred to as the Board) hereby recognizes the Administrative Supervisors Association of Ocean County College (hereinafter referred to as the ASA) as the exclusive negotiating representative in accordance with the New Jersey Employer-Employee Relations Act for those job titles listed in Appendix A:
- 2. New Positions** - In the event the College creates new positions, the Vice President of Finance will initiate discussions with the ASA if a position appears to be appropriate for inclusion in the ASA.
- 3. Temporary Basis** - Individuals who are appointed to an administrative supervisory position on a temporary basis that is not listed on Appendix A will be represented by the ASA after one year as a temporary position holder.

ARTICLE B - NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

- 1.** The parties agree to enter into collective negotiations in accordance with the statutes of the State of New Jersey.
- 2.** Any negotiated agreement will be reduced to writing and presented to the Board and the ASA for approval. No agreements will be negotiated with any individual employee or with any organization other than the ASA for the duration of this agreement.
- 3.** The Vice President of Finance will provide the ASA 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 negotiations will have control over the selection of the other party's negotiating representatives. It is further agreed that no more than five representatives will attend any bargaining session. The parties agree that their representatives will have the authority to make proposals and counterproposals in the course of negotiations, subject to approval by the Board and the ASA.
- 5.** Items in this agreement may be amended upon mutual consent as adopted by the Board and the ASA. The parties may agree to meet for the purpose of discussing 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. Discussions and agreements during negotiations will be confidential until both parties mutually agree that information should be released for publication.
8. Both parties agree to establish the date of the initial meeting by October 15, 2007
9. The Board and the ASA agree that neither party will introduce additional topics for negotiations, after the second session, unless both parties agree.
10. The Board and the ASA agree that all items agreed to during negotiations will be signed and dated by both parties and will not be reintroduced into negotiations, unless both parties agree.
11. After Agreement is reached, the ASA will inform the Vice President of Finance when the Agreement has been ratified by the ASA membership. The Agreement will than be presented at the next scheduled meeting of the Board for ratification.

ARTICLE C - ASSOCIATION AND ADMINISTRATORS' PRIVILEGES

1. **College Facilities** - The ASA and its representatives shall be permitted to use appropriate College facilities for meetings at no charge. Meetings must be arranged through existing College scheduling procedures.
2. **Association Business** - Official representatives of the ASA shall be permitted to transact official ASA business on college property during reasonable times, provided it does not interfere with normal college operations.
3. **College Equipment** - The ASA shall be permitted to use office equipment (such as computers, and fax machines) when such equipment is not in use for College operations.
4. **Consumable Supplies** - The ASA will reimburse the College for consumable supplies used for ASA business, at cost.
5. **Clerical/Technical Support Assistance** - No support services will be provided by the College for ASA business needs.
6. **Academic Calendar** - The current academic calendar will be available on the-College web site.
7. **Bulletin Boards** - The ASA shall be permitted to use designated College bulletin boards, employee mailboxes and electronic mail to communicate with members.
8. **Labor Agreement** - A current labor agreement will be posted on the College web site for ASA members. Newly hired ASA members shall receive a current labor agreement following Board

approval of their employment.

ARTICLE D - DEDUCTIONS FOR PROFESSIONAL DUES

1. **Dues Deductions** - The ASA shall provide the College with an authorized amount of the dues deductions for members and the representation fee for non-members, to be deducted from a member's pay. The ASA 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. **Dues Payable To** - ASA dues and representation fees will be made payable to the Treasurer of the ASA of Ocean County College according to State Law.

ARTICLE E - WORKLOAD REQUIREMENTS

1. **Work Year** - ASA members covered by this Agreement shall be employed twelve months per fiscal year from July 1 through June 30.
2. **Work Schedule** - Job descriptions will identify the hours of work for the position, the days off each week and an unpaid lunch hour.
3. **Changes In Work Schedules** - The Board reserves the right to make changes in work schedules after consultation with the ASA President.
4. **Attendance At College Functions** - ASA members covered by this Agreement are required to be present at all department, divisional and college-wide meetings, convocations, colloquia, commencements and other non-fundraising functions as called by the Administration. ASA members will be required to attend events that fall outside normal scheduled work hours as specified by the area Vice President. Attendance will be at no monetary cost to the ASA members.

ARTICLE F - LEAVES OF ABSENCE

1. **Sick Leave** – At the beginning of each fiscal year, ASA members will be credited with ninety one (91) hours for sick leave. Sick leave will be prorated for newly hired employees, employees who separate employment during the fiscal year and employees on unpaid leaves of absences, extended sick or disability leave (defined as absences of more than one month) or Family Leave absences. Sick leave is to be used only for the employee's absences due to illness and/or disability.

2. Paid Vacation Leave - At the beginning of each fiscal year, ASA members shall be credited with one hundred seventy five (175) hours for Vacation leave time per fiscal year. Part timers, newly hired employees, employees who leave employment during the fiscal year and employees on leaves of absences will have their vacation leave accrual prorated. Vacation Leave may not exceed one hundred seventy five (175) hours on December 31st of any calendar year. Any excess hours will be forfeited. Vacation Leave may not be used during the first ninety days of employment.

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

4. Paid Bereavement Leave – Paid leave of up to four days for bereavement will be available in the case of death in an employee's immediate family.

Immediate family is defined as spouse, child, stepchild, grandchild, son-in-law, daughter-in-law, parent, grandparent, parent-in-law, grandparent-in-law, sibling, sibling-in-law, and legal guardian.

ASA members are responsible for informing their immediate supervisor of any need to use bereavement leave.

The College may require legal documentation or verification for the approval of bereavement leave.

5. Paid Legal Leave - ASA members shall be excused for jury duty if physically required to appear or if they are subpoenaed as a third-party witness in court if connected to College business. ASA members shall be paid their contractual salary while on legal leave. Whenever an ASA member is summoned for jury duty, they shall immediately notify their immediate Supervisor and supply appropriate documentation.

6. Paid Extended Leave - An ASA member may submit a request for extended time for bereavement or legal leave to their Division Vice President. Extended leave will be approved by the Division Vice President and the College President on a case-by-case basis.

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

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

Eligibility for STPL require the completion of three (3) consecutive years of service at Ocean

County College prior to the time the STPL is scheduled to begin. An ASA member may be eligible for STPL once every three years, provided the ASA member applies and is approved by the area Vice President and President. Candidates whose applications are not approved may submit a new application at any time. Administrators interested in STPL shall submit an application (Appendix C) and a signed contract (Appendix D) at least two months prior to the start of the anticipated leave. Individual applications shall 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 shall be submitted (If the purpose is for study/training, evidence of matriculation shall be submitted), and (c) a plan for replacement or coverage of duties while on leave. The disposition of applications shall be communicated to applicants subsequent to the President's decision.

8. Sabbatical Leave - Sabbatical leave is a plan for improving the college program by affording opportunity for professional growth. 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. The ASA members must apply for a sabbatical and receive approval from the area Vice President and President.

Requests for a Sabbatical Leave will be submitted through the administrator's immediate supervisor and area Vice President at least six (6) months prior to the date the leave is to commence. Applications shall include: (a) a statement of purpose for which the leave is requested, (b) a statement of how the employee believes their professional growth will be specifically enhanced by the proposed activity, (c) a statement of how the employee believes the sabbatical leave will enhance the college program upon return, (d) 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 B). 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 ASA member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College. An ASA 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. ASA members shall not accrue sick leave, or vacation, 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 ASA 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 ASA 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 shall submit through the area Vice President, to the President, a written report of their activities while on sabbatical. Reports shall 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 shall be inclusive of any State/Federal mandated Family Medical Leave Act (FMLA) time.

No later than the fifth (5th) month of pregnancy, the ASA member shall notify the Director of Human Resources, in writing, of the condition of pregnancy and tentative plans of continuing employment or taking a maternity leave of absence. The ASA member will provide the anticipated delivery date, and the anticipated date medical leave will commence. 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 ASA member.

The ASA member shall be placed at the same salary they would have attained had they been continuously employed by the College during the disability or maternity leave period.

10. Military Leave - ASA members shall be entitled to Military Leave of Absence in accordance with New Jersey and Federal Laws and regulations.

ARTICLE G - EDUCATION BENEFITS

1. Admission To Courses at Ocean County College - ASA members shall be granted free tuition for any courses offered by the College. ASA member dependents are to be granted free tuition for any courses offered by the college. Dependents are defined as those individuals for whom the ASA member is eligible to claim dependency status on his/her current IRS annual income tax return. For dependents over the age of 24, excluding spouse, the College reserves the

right to request additional documentation of dependent status. Tuition will be waived a maximum of thirty-four (34) credits per academic year per dependent. An academic year is defined as September 1 through August 31.

The ASA member is responsible for payment of course fees (excludes student and technology fees) at the time of registration. The prevailing College drop for non-payment policy shall be applied if course fees are not paid at the time of registration. The prevailing college policy for refunds shall be applied to the refund of course fees to the ASA member in cases where courses are dropped within the time limits defined by the refund policy.

This benefit will extend to the surviving children (as described above) of a deceased ASA member who was employed at the time of death but is limited to a maximum of thirty-four (34) credits per dependent, per academic year. This benefit is to terminate upon the end of five years from August 31st following the death of the ASA 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 - ASA 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 ASA member will be responsible for the payment of all direct costs for Continuing and Professional Education courses and Credit by Examination 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. Tuition Reimbursement - The Board will provide tuition reimbursement up to the prevailing Rutgers undergraduate or graduate rate for coursework taken by the ASA member at any regionally accredited institutions of higher education. 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. The maximum amount of credits may be waived for those employees on sabbatical. 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 Vice President of Finance will be eligible for reimbursement. Reimbursement will be made to the approved ASA 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.

4. Interest-free Loans - An ASA member may secure an interest-free loan against their current base salary for the purpose of pursuing additional graduate study. ASA 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 ASA member's base salary may be owed at any one time. Such advances shall be made only during the period when the ASA member is actively employed and shall be limited to two such advances during a fiscal year. The total amount advanced shall 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 ASA member's final paycheck.

5. Individual Professional Development and Benefit Option Program - Professional development is defined as education, training, or the acquisition of knowledge related to the ASA 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). 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.

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

Tuition expenses that 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.

6. Laptop Computers: ASA 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 ASA member. Upon receipt of the computer, the ASA 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 ASA member. If the ASA member's employment is severed during the three-year period, the computer remains the property of the College. If the ASA member remains employed during the three-year period, the computer becomes the personal property of the ASA member at the end of the three-year period 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 ASA member or if the ASA 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 ASA member. The College reserves the right to determine if the ASA member was negligent and will document the decision. This determination will not have a detrimental effect on the employment of the ASA member but the ASA 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 ASA 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 and June. 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 ASA members and their legal dependents as defined by the insurance carrier. The Board has the right to select the insurance carrier.

ASA 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 and pay the full premium for dental coverage for eligible ASA 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.

3. Disability Program - The College shall provide, at no expense to the employee, a temporary disability income plan for ASA members who are absent from work due to prolonged serious illness/injury. This program is offered as a substitute for participation in the New Jersey State Disability program. The terms of the College program will be no less than those of the New Jersey Disability program. On line information for the NJ disability program is available at www.state.nj.us/labor/index.html.

Disability is defined as an absence from work, due to sickness or injury, not caused by the ASA member's job. The maximum amount of disability leave is twenty six (26) calendar weeks. The ASA member must be disabled a minimum of seven (7) calendar days before disability leave can

begin. Any available sick leave must be used prior to being placed on a disability leave of absence. The ASA member will be required to complete and submit a NJ State Disability Form prior to approval for disability leave.

Disability payments shall cease when the ASA member returns to work, leaves employment with the College, qualifies for permanent disability under either the New Jersey Division of Pensions or Social Security and/or the disability benefit is exhausted.

ASA members must submit medical verification of their ability to perform the essential functions of their position prior to returning to work in accordance with the Americans with Disability Act. Any requests for accommodations must be submitted to the Director of Human Resources at least three (3) days prior to the recommended return to work date.

For ASA members unable to return to work after 26 weeks of temporary disability leave, a long-term disability (LTD) leave may be available through the New Jersey Division of Pensions. Additional information is available in the Human Resources Department.

ARTICLE I - IN-GRADE ADVANCEMENT AWARDS

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

ARTICLE J - ADDITIONAL TERMS OF EMPLOYMENT

- 1. Parking** - The Board will determine the parking identification system and provide adequate, lighted, paved parking facilities for ASA members at no charge.
- 2. 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.
- 3. Vacancies** - Professional job vacancies will be according to College policy and posted on the College web site. All ASA members who apply for positions will be notified of the disposition of their application in a timely manner.
- 4. Job Transfers** - When a vacancy occurs within the Association, the college shall first post the position internally for a period of five (5) workdays. Employees may apply for transfer consideration to the vacancy position. The area Vice President in which the vacancy occurs shall have absolute discretion to approve or reject transfer requests. In the event the position is not filled

internally, it shall be advertised externally, in accordance with Section 3 above.

5. Travel Reimbursement – ASA members authorized for travel shall receive mileage reimbursement at the current Internal Revenue Service rate. Other travel expenses will be reimbursed according to College policy.

6. 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.

ASA 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.

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

7. Academic Attire - ASA members attending those functions for which academic attire is required shall have the appropriate attire provided by the College.

ARTICLE K - GRIEVANCE PROCEDURE

1. Definition - A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit or the Unit itself, based upon an event which affects a condition of employment, discipline or discharge, and/or an alleged violation, misinterpretation or misapplication of any provision of this Agreement or of any existing policy of the College. The ASA member, a group of members or the bargaining unit as a whole, may be the grievant. It is understood that all references to days in the procedure refer to work days. The immediate supervisor will provide a written response if the grievance is not resolved at this meeting. The response will be sent to the concerned parties within three (3) working days.

2. Step 1. (Informal Meeting) - The grievant has ten (10) working days from the time of the grievant's knowledge of the event(s) resulting in a possible grievance to schedule a meeting with his/her immediate supervisor and appropriate Vice President. The grievant must identify the purpose of the scheduled meeting, in writing, as the informal first step of the grievance process and must be present at Step 1. A representative of the ASA may also be present and represent the grievant.

3. Step 2 (Meeting with the President or President's Designee) - If the grievance is not resolved at the previous step, it may be submitted to the President within seven (7) days following the answer at Step 1. The President or designee(s) will meet with the grievant within fifteen (15) days of receipt and provide a written decision within fifteen (15) days following the hearing.

4. Step 3 (Meeting with the Board.) If no resolution is achieved, the grievant has fifteen (15) days to file a step 3 hearing with the Board from the date of receipt of the step 2 answer. The Board will schedule a hearing within thirty (30) days to hear the grievance. The Board will provide a written answer within twenty (20) days of hearing the grievance.

5. Step 4 (Arbitration) – The ASA may file for binding arbitration with the Public Employee Relations Commission (P.E.R.C.). The petition, with a copy to the College President, shall be filed with P.E.R.C. within thirty (30) days of the Step 3 response. The ASA and the College will mutually bear the P.E.R.C. related cost of arbitration.

ARTICLE L - PROFESSIONAL BEHAVIOR AND DISCIPLINE

1. Progressive Discipline -Progressive discipline will be followed for all infractions. Progressive discipline is defined as a process that includes: an informal meeting to attempt a resolution of the problem behavior with a verbal warning, a formal meeting including a written warning with a performance improvement plan, an unpaid suspension and discharge.

The steps of progressive discipline may be accelerated, up to and including discharge, for serious actions.

The College retains the right to discipline and discharge employees for just cause.

ARTICLE M - COMPENSATION

1. Annual Salary Increase

The annual salary of each full time ASA 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%

2. Salary Placement Upon Employment

The Board will determine the starting salary of positions represented by the ASA members.

3. Lecturers - ASA members who have been approved by the Board to be a Lecturer shall be eligible to teach credit courses in the academic discipline for which the approval is given. ASA members who teach credit courses shall 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 shall 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 shall be compensated at rate of \$725 per semester hour for the duration of this agreement.

4. Pay Adjustments - After consulting with the President of the ASA, 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 - ASA members shall be paid on a biweekly basis.

6. Direct Deposit - All ASA members are required to use direct deposit for their paycheck and may select any number of financial institutions for this purpose.

7. Withholding Pay Adjustments and Longevity Awards - The Board may withhold, for inefficiency, incapacity or other good cause, any pay adjustment or longevity award of any ASA 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 ASA member's individual employment contract.

8. Longevity Recognition Awards - ASA members will receive 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 not be added to the base salary. Eligibility also requires that the ASA member is free of any documented formal disciplinary action during the previous five years.

9. College Bookstore Discount - All ASA members shall be given a ten percent (10%) discount on all purchases in the College Bookstore.

10. Payment of Unused Sick Leave - ASA members who have ten (10) or more years of continuous service at Ocean County College, and retire from the College, shall 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.

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

ARTICLE N - CONTRACTS AND DISMISSALS

1. **Individual Contracts** - Each ASA member shall receive an annual employment contract, which must be signed and returned to the Human Resources Department within five (5) days of receipt.

2. **Non-Renewal of Contract Notification** - ASA members shall 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.

ASA members, with existing tenure rights whose contracts are not renewed, will be afforded the option of transferring to a faculty position in accordance with State statute.

3. **Resignation/Termination of Employment** - An ASA member's contract may be terminated by the Board with a sixty (60) day notice. An ASA member is required to provide a sixty (60) day notice of resignation. Failure to provide a 60-day notice will result in no payment of accrued vacation time, unless approved by the President.

4. **Reduction in Force (RIF)** - In the event the College considers a reduction in force, it shall be done in accordance with N.J.S.A. 18A: 60-3 and N.J.A.C. 9A: 7-2.1 et seq. In the event that N.J.A.C. 9A: 7-2.1 is allowed to expire by legislative action, Reductions in Force (RIF) shall be carried out in accordance with the procedures set forth in Appendix E.

ARTICLE O - DURATION OF AGREEMENT

Unless specified otherwise herein, the provisions of this Agreement shall be in force from the date of ratification by both parties from July 1, 2006 through June 30, 2008 and shall supersede all previous Agreements.

ARTICLE P - RATIFICATION SIGNATURES

It is mutually agreed that all the terms and conditions of this agreement shall remain in force for the duration of the Agreement specified in Article O.

FOR THE BOARD:

Carl V. Thulin
Board of Trustees, Acting Chair

Eva J. Smithers
Board of Trustees, Secretary

Jon H. Larson
President

Sara Winchester
Vice President of Finance

Date Approved by Board

FOR THE ASSOCIATION:

Richard Strada
ASA OCC President

ASA OCC

ASA OCC

ASA OCC

Date Approved by Association

Appendix A
ASA Job Titles

Dean of Academic Enrichment Services
Dean of Academic Services
Dean of Business, Economics & Computer Studies
Dean of Continuing and Professional Education
Dean of English & Literature
Dean of Enrollment Management
Dean of Health Sciences & Human Performance
Dean of Humanities, Fine Arts and Media Studies
Dean of Mathematics
Dean of Science and Engineering
Dean of Social Science, Education & Public Service
Dean of Special Services
Dean of Student Development

Associate Director of Facilities Engineering & Operations

Director of Accounting
Director of Admissions and Records
Director of Advising
Director of Business Education & Training

Director of Educational Opportunity Fund And OMS
Director of Employee Training & Development
Director of Evening and Weekend Services
Director of Financial Aid
Director of Financial Reporting
Director of Institutional Development
Director of International Education
Director of Library Services
Director of School Relations
Director of the Southern Education Center

Athletic Director
Planetarium Director
Television Production Director

APPENDIX B
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 shall 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 C
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 that 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.

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, following completion of the approvals cited above.

APPENDIX D
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 shall be obligated to return the total salary cited above to Ocean County College.

President of OCC)

(Administrator

Dated:

Notary:

APPENDIX E
REDUCTION IN FORCE (RIE) PROCEDURES

This Appendix shall be in effect only in accordance with the conditions set forth in Article N, Section 4 of this Agreement.

SCOPE AND PURPOSE - These policies govern the procedures to be used by the college when it becomes necessary to reduce the number of tenured faculty or multi-year contract employees of the college due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs. The policies address the rights of employees at the college under such circumstances. These procedures shall not apply to those persons laid off pursuant to non-renewal of contracts or early termination provisions.

DECLARATION OF NEED FOR A REDUCTION IN FORCE - The Board of Trustees may declare the need for a reduction in force for the college by a majority vote of the voting members of the Board.

PLANS AND RECOMMENDATIONS - Once the need for a reduction in force is declared, the Board of Trustees shall direct the President to present a plan and recommendations to implement the reduction in force.

CONSULTATION WITH COLLEGE COMMUNITY - The President shall consult with the college community in developing the plan and recommendations to be presented to the Board of Trustees. Representatives of the college community shall, upon request, be provided with class enrollment and financial data in a timely manner pursuant to the Right to Know Law (N.J.S.A. 47:1A-1). Nothing herein shall require the college to prepare such information in a format not routinely used by the college. Representatives of the college community may present alternative plans to modify or avoid the reduction in force to the college President, provided that such plans are submitted within the time permitted the President to submit a plan to the Trustees. The President shall forward any suggested alternative plans to the Board of Trustees along with his/her own recommendations.

AFFIRMATIVE ACTION - The President's plan and recommendations shall be developed in accordance with the State's commitment to affirmative action. The affirmative action officer of the college shall prepare an analysis of the affirmative action impact of any recommended personnel layoffs to assist the President in developing the recommendations.

REVIEW OF RECOMMENDATIONS - The Board of Trustees shall review the President's recommendations, which shall include the affirmative action officer's assessment of their impact, and may accept, reject, or modify such recommendation. If such recommendations include the layoff of employees, the Board shall be guided by the following principles:

(1) The determination by the Board of Trustees as to which areas are to be reduced shall be based on academic or administrative considerations.

(2) If the Board modifies the President's recommendations, it shall request an affirmative action analysis of its proposed action.

(3) Consideration shall be given to foster those programs and functions that are of major instructional significance at the college.

(4) Layoff units need not be coincident with established departments or other subdivisions or units, but may include identifiable programs or further subdivisions or specialties within academic programs or administrative functions as the Board may determine appropriate.

(5) To the extent it is not inconsistent with N.J.S.A. 18A: 60-3 and the preservation of the institution's academic integrity and educational purpose, layoffs of tenured faculty within a faculty layoff unit shall be made in order of years of service within the layoff unit excluding unpaid leaves of absence, laying off tenured faculty with the fewest years of service first.

(6) Where a reduction in force is caused by a natural diminution in enrollment and a partial academic teaching load is available for which a laid-off faculty member is qualified, then such a faculty member shall be given the first opportunity to teach such a partial load, at a salary proportionate to his or her full-time compensation.

(7) The use of adjuncts or full-time faculty on overload to assume the equivalent of the full-time academic load in the discipline of faculty who are to be laid off shall not be permitted. Nothing herein shall prevent a college from using adjunct or overload faculty if no laid-off faculty are qualified to teach the scheduled courses, in the academic judgment of the President.

(8) The qualifications of laid-off faculty members shall be reviewed by the President of the college. If in the academic judgment of the President the faculty member is qualified to teach in another discipline, and a vacancy exists, or courses are being taught by an adjunct faculty member or by another full-time faculty member on an overload assignment, then the laid-off faculty member shall be employed to fill the vacancy or to assume the courses taught by the adjunct or by the full-time member on an overload basis.

NOTICE REQUIREMENTS; TIME PERIOD - Upon the Board's determining the areas that may be affected by the layoff, it shall give notice to all individuals subject to the proposed layoff two weeks before the formal Board action on said layoffs.

After formal board action on said layoff, the Board of Trustees shall notify each employee who is to be laid off of such fact 120 days before the date of layoff for layoffs due to fiscal crisis and 210 days before the date of layoff for layoffs due to a natural diminution in the number of students in a program or a reduction in programs. Appeals of layoffs due to fiscal exigency under this section shall be given prompt consideration if requested.

REEMPLOYMENT LISTS; GENERALLY - (1) With respect to reemployment rights of

tenured faculty and multi-year contract employees, the college President shall establish separate reemployment lists for academic and administrative positions, including the names and qualifications of all tenured faculty and multi-year contract employees on layoff status.

(2) The college shall not fill a vacancy in any faculty position in any layoff unit in which a layoff has occurred without first making a written offer of reemployment to those persons on the academic reemployment list whom the President believes, as a result of his academic judgment confirmed by the Board of Trustees, are qualified to fill the position.

(3) The college President shall not fill a vacancy in an administrative position in any layoff unit in which a layoff has occurred without first making a written offer of reemployment to the person on the administrative reemployment list whom the President, in his administrative judgment confirmed by the Board of Trustees, believes is most qualified for the position.

(4) In the event that two or more persons on an academic reemployment list are equally qualified for a single faculty position, the college shall give reemployment preference in reverse of the order in which they were laid off: i.e., last laid off, first rehired. Where the President deems two or more persons on the administrative reemployment list to be equally qualified for an administrative position, the person with the longest employment within the layoff unit in which the vacancy exists shall be preferred.

(5) A person offered reemployment shall have two weeks from receipt to respond to an offer, which shall be sent by certified mail, return receipt requested, after which the offer shall be deemed to have expired and the person to have waived any rights to reemployment under these regulations. Persons on a reemployment list shall have the obligation to keep the college office designated by the President informed of current addresses.

(6) If a person offered reemployment cannot accept the reemployment offer immediately due to an ongoing professional contract with another employer, such person shall not be deemed to have waived any reemployment right, provided that he or she resumed employment with the college within one year of the date of notification of reemployment.

REEMPLOYMENT LISTS; TIME PERIOD - (1) Faculty who are tenured on the date of layoff shall remain on the reemployment lists for a period of five years from the date of layoff.

(2) Employees serving under a multi-year contract on the date of layoff shall remain on the reemployment lists for the duration of the multi-year contract.

(3) Employees serving under an annual contract shall remain on the reemployment list until the end of the annual contract pursuant to which they were employed on the date of layoff.

(4) Notwithstanding the provisions of this subsection, a person who is offered and declines reemployment shall be removed from the reemployment list and waive all rights to

reemployment.

REAPPOINTMENT OF LAID OFF EMPLOYEES - Any employee on layoff status who is re-employed after layoff shall be re-appointed with a rank and salary equivalent to his or her rank and paid the salary earned when laid off, or the then current minimum of the salary range for the rank, whichever is greater.

OTHER COLLEGES - Rights established under these procedures for employees pertain only to employees of Ocean County College who are covered by this Agreement and who are, in accordance with these procedures, qualified to receive these protections.