

1461

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

AND

**THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE**

September 1, 1993 through August 27, 1996

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LISTING OF NEW AND/OR REVISED CONTRACT ITEMS

New and/or revisions in the contract are identified below by title and page so as to serve as a ready reference:

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

This agreement entered into this ____ day of _____ by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Faculty Association of Ocean County College, hereinafter called the Association.

**ARTICLE I
RECOGNITION**

A. The Board hereby recognizes the Faculty Association of Ocean County College as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all full-time professional personnel presently employed or hereafter employed by the Board, including instructors, assistant professors, associate professors, full professors, counselors, librarians, and all those not listed on the accompanying list titled "Schedule A."

All non-faculty positions which have been established shall be made available to the Association upon request and shall be considered an addition to the existing Schedule A. The terms "faculty" and/or "professor(s)" as used herein shall apply to all academic ranks and shall refer to all professional employees represented by the Association.

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

Schedule A

President	Asst. Dean for Business & Computer Science
Dean of Instruction	Asst. Dean for Health, Physical Education & Athletics
Dean of Business & Financial Affairs	Asst. Dean for Engineering, Science, and Mathematics
Dean of Students	Department Chairpersons
Dean of Personnel	Director of Financial Aid
Associate Dean of Instruction (LRC)	Manager of Systems & Programming
Associate Dean of Instruction	OCCIN
Asst. Dean of Business & Financial Affairs	Director of Community Affairs
Asst. Dean of OCCIN	Superintendent of Construction
Asst. Dean for Nursing & Health Technologies	Director of EOF
Asst. Dean for Humanities	Director of Institutional Research
Director of Community Education	Data Communications Manager - OCCIN
Director of Services for the learning Disabled	Associate Director of Physical Plant
Psychotherapist/Learning Disability	Director of Purchasing and Support Services
Teacher Consultant/Learning Disability	Accountant
Director of Physical Plant	Assistant Director of Financial Aid
Director of Counseling	Assistant to the Director of EOF
Director of Admissions & Records	

Planetarium Director
Director of Student Life/College Ctr.
Director of Evening Operations
Deputy Director, Challenge Grant
CAREER Project Director
Asst. to the Asst. Dean of Nursing
Programmer Analyst - OCCIN
Network Manager - OCCIN
Manager of Operations - OCCIN
Coord. of College Health Services
Asst. Director of Admissions & Records
Bookstore Manager
Director of Media Services
P/T Director of Fine Arts Center
Assistant Director of Personnel
Registrar
Coordinator of OCC Foundation Activities

Coordinator of Student Development/
College Center
Grants Administrator
Assistant Director of Student Life
Coordinator of Customized Training
Program Coordinator (Allied Health)
Assistant Planetarium Director
Coordinator of Off-Campus Credit
Programs
Coordinator of Information Services
Assistant Director of Physical Plant
Coordinator of Marketing & Special
Events
P/T Coordinator of Alumni Affairs
Coordinator of Testing Center
Junior Accountant

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

ARTICLE II NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

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

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

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

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

E. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to

reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

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

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

H. No later than October 1 of the year in which negotiations of a successor Agreement commence the Board and Association shall agree upon the date of the initial meeting.

I. At the initial meeting, the Board and the Association shall exchange all of their original proposals.

J. The Board and the Association agree that subsequent to the conclusion of the second negotiating session, neither party shall introduce new topics/concepts for negotiations, unless mutually agreed upon.

K. The Board and the Association agree that all items placed in "tentative agreement" during the course of negotiating shall be signed and dated by both parties and shall not be reintroduced into negotiations, except by mutual agreement of the negotiators for both parties.

L. When a complete tentative Agreement has been reached, the Association shall inform the Dean of Personnel that the Agreement has been ratified by the Association membership. The tentative Agreement shall then be presented to the Board of Trustees for ratification at the next scheduled meeting of the Board of Trustees.

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

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

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

P. If any of the sections of the agreement between the parties from 1977 to 1979, deleted as a result to changes in the law, are determined during the life of this agreement to be mandatory areas of negotiations by another change in the law, either party shall have the right to reopen negotiations in those limited areas.

ARTICLE III ASSOCIATION AND PROFESSORS' PRIVILEGES

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

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

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

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

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

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

G. Individual personnel files shall be open to the individual professor within a reasonable amount of time, upon request. Each professor's personnel file consists of those documents housed in the Personnel Department file, the Dean of Instruction file, and the Academic Department file. Upon cessation of employment, all files shall be consolidated and placed under the control of the Personnel Department for storage and safekeeping. The professor shall have the right to examine all documents except outside confidential recommendations and confidential medical records. He/she may have reproduced anything in his/her file except those items stated above, official transcripts, and anything prohibited by law. In addition to the above, the following things shall be in the folder (1) Copies of all internal evaluation reports and recommendations

concerning the professor's professional competence, (2) Copies of all annual contracts and tenure contracts where applicable. A professor who exercises his/her right to examine his/her file may be accompanied, if he/she wishes, by a representative of the Association. All evaluations, recommendations, etc., in a professor's file must be signed by the issuing authority. A professor must be notified whenever any negative material regarding his/her health or teaching performance is placed in his/her folder. A professor's file shall be kept open and available during the processing of any grievance.

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

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

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

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

ARTICLE IV DEDUCTIONS FOR PROFESSIONAL DUES

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

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Faculty Association of Ocean County College within 15 days of the end of the month for which dues are deducted.

ARTICLE V TERMS AND CONDITIONS OF EMPLOYMENT

The following employment conditions regarding load shall be in effect.

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

1. Workyear - Faculty employed on a 10-month contract shall be available from

the Wednesday preceding Labor Day through the day of Commencement exercises to perform appropriate registration duties, as assigned on a rotational basis. Commencement exercises shall in no case be scheduled later than the end of the first week in June.

2. Inload Credit Assignment - A professor may be assigned a maximum of fifteen (15) semester credits during the fall semester and a maximum of fifteen (15) semester credits during the spring semester to fulfill his/her maximum inload credit assignment. The spread of inload credits may vary across the academic year, by mutual written agreement of the professor and the Department Chairperson/Assistant Dean, but the fall/spring semester inload credit total shall not exceed a maximum of thirty (30) semester credits.

3. Overload - All credits taught in excess of the maximum thirty (30) inload credits shall be considered overload and shall be reimbursed at the current overload rate.

4. Lab Credits - For laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds (2/3) of a semester credit hour. However, any Department Chairperson/Asst. Dean is free to submit a proposal to the Dean of Instruction for changing credit granted the instructor for conceptual-type laboratories from 2/3:1 to 1:1, providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.

5. Assignment Priority - Faculty shall have priority, according to qualifications, to teach courses involving extra pay.

6. Course Preparations - A professor shall be assigned no more than three separate course preparations per semester within load. A professor may accept course preparations, within load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise.

7. Evening/Weekend/Summer Assignments - A professor shall not be required to teach within load in the evening when a full-time day schedule is available. No professor shall be required to teach within load in the summer, or on the weekend within load. However, at the discretion of the professor by mutual agreement with the Department Chairperson/Assistant Dean, a professor may accept a weekend assignment as part of his/her in-load schedule.

8. Work Hours - There shall be a maximum of eight (8) hours from the beginning of each professor's first class to the end of his/her last class on any given day of instruction. There shall be a minimum of fourteen (14) hours from the end of the professor's last class on one day until his/her first class on the following day. This section shall apply only to courses within the professor's maximum credit assignment. A professor may accept inload teaching assignments outside of these hour limits, at his/her discretion, should scheduling difficulties arise.

B. Librarians

1. Workyear - Librarians employed on a 10-month contract shall be available from

September 1 through June 30 and perform appropriate duties as assigned.

2. Hours - The work week for Librarians shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks.

3. Work Schedules - Work assignments may be arranged to accommodate graduate study with the permission of the Assistant Dean of Library Services, but in all cases, the thirty-five (35) hour work week must be satisfied.

4. Overload Assignments - Librarians shall be compensated for approved additional Learning Resources Center work assignments, above the thirty-five hours per week, in accordance with the current overload rate. Additional overload work assignments under the supervision of the Assistant Dean of Library Services shall be first offered to appropriately qualified full-time librarians.

5. Paid Leave - Librarians will be entitled to a total of thirty (30) days paid leave between September 1 and June 30 to be scheduled with the approval of the Assistant Dean of Library Services. Paid leave shall consist of the academic recesses identified in the College calendar as "Thanksgiving Recess," "Christmas Recess," "Semester Recess," (extending from the day after the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and "Easter Recess." On days during these recesses when the Library is open, Librarians will provide, from among their number, adequate professional coverage. Each day spent in such coverage will be credited with equivalent compensatory time up to a maximum of ten days per Librarian. Such compensatory time will be scheduled with the approval of the Assistant Dean of Library Services. Should the number of paid leave days, cited above, exceed thirty (30) days, Librarians will arrange with the Assistant Dean of Library Services to make up those days during the work year. Should the number of paid leave days total less than thirty (30) days, Librarians will be entitled to additional paid leave so as to total thirty (30) days, scheduled at times approved by the Assistant Dean of Library Services.

6. Holidays - College holidays which occur when classes are in session shall be designated as regular workdays for Librarians. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Assistant Dean of Library Services either as paid leave or workdays to be made up based upon operational exigencies.

7. Comptime/Make-up days - Compensatory time off and make up days, cited above, must be scheduled within the Librarian's contractual work year.

C. Counselors

1. Workyear - Full-time Counselors employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through June 30th, less the number of workdays necessary to effect the August start date, and perform appropriate registration duties assigned.

2. Hours - The work week for Counselors shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks, except during registration and drop-add periods when Counselors may be assigned additional

hours as part of the work load.

3. Work schedules - Work assignments may be arranged to accommodate graduate study, with the permission of the Director of Counseling, but in all cases, the thirty-five (35) hour work week must be satisfied.

4. Paid Leave - Counselors shall be entitled to 18.3 days of vacation leave between September 1 and June 30. The scheduling of such leave shall be subject to the approval of the Director of Counseling.

5. Holidays - Counselors shall be entitled to Board approved Administrative holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.

6. Overload Assignments - Counselors shall be compensated for approved additional Counseling work assignments above the required thirty-five hours per week, in accordance with the current overload rate. Additional counseling work assignments do not preclude teaching. Additional (overload) work assignments under the supervision of the Director of Counseling shall be first offered to appropriately qualified full-time Counselors.

7. Comptime - Compensatory time off shall be scheduled within the Counselor's contractual work year.

D. Nursing Faculty

1. Work Year - Faculty employed on a 10-month contract shall be available from the Wednesday preceding Labor Day through the day of Commencement exercises to perform appropriate registration duties, as assigned on a rotational basis. Commencement exercises shall in no case be scheduled later than the end of the first week in June.

2. Inload Credit Assignment - Nursing Faculty may be assigned to teach a maximum of fifteen (15) semester credits during the fall semester and a maximum of fifteen (15) semester credits during the spring semester to fulfill his/her maximum credit assignment. The maximum inload credit assignment for Nursing faculty is based on a distribution of classroom, college laboratory, and clinical laboratory schedule. Example: A 9-credit course per semester consists of:

- 5 hours of classroom teaching
- 9 hours of clinical supervision
- The Remaining hour may be utilized to supervise mastery in the college laboratory
- It is recognized that Nursing Clinical Laboratories exemplified above are on a 1.1 ratio.

3. Teaching Schedule - The teaching schedule for nursing faculty will be evolved through the subcurriculum group decision making process subject to the approval of the Department Chairperson/Asst. Dean of the department. Equal distribution of the workload will be accomplished. As nursing requires clinical application, adjustments may be necessary within the schedule in order to accommodate the experience availability, i.e., evening experience per semester

shall be scheduled. If additional evening hours are deemed necessary by the faculty member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval of the Department Chairperson/Asst. Dean.

4. Course Preparations - A professor shall be assigned no more than three separate course preparations per semester within load. A professor may accept course preparations, within load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise.

5. Schedule Changes - A nursing faculty member may accept, by mutual written agreement with the Department Chairperson/Asst. Dean, an adjustment between clinical and teaching hours.

6. Scheduling Restrictions - A nursing professor will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the Department Chairperson/Asst. Dean and only in the case of extenuating education circumstances.

7. Clinical Assignments - Nursing Faculty shall be notified by the same dates as other faculty as to courses to be taught; i.e., class hours and content. Due to the changing availability of agencies for the related clinical experiences, clinical assignments may not be possible by the time frames of November 1st and June 1st. Every effort shall be made, however, to determine the clinical schedules by the times of the course content announcements.

6. Clinical Office Hours - No more than two of the five office hours shall be held in the clinical area. Therefore, three hours per week of office time will be scheduled and posted at the college during times that students are available.

7. Clinical Lab Coverage - In the event a nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the Board for appropriate supervision in the agency.

8. Full-time Evening Nursing Stipend - Due to additional time requirements and responsibilities, nursing faculty assigned to the full-time evening nursing positions shall receive a stipend equal to four (4) credits per semester at the current overload rate, in addition to their annual base salary.

E. Committees A professor shall not be required to serve on more than two committees during a single academic year.

F. Academic Advisement - Full-time faculty shall assist in the college-wide advisement program. Each faculty member shall be assigned no more than twenty-five (25) students for academic advising per semester.

G. Teaching Schedules - Each professor shall be given his/her tentative teaching schedule for the Fall semester no later than May 1; and for the Spring semester, no later than November 1. Professors teaching in the summer session shall be given their teaching schedules no later than April 15, subject to registration.

H. Release Time - Release time credits may be counted to fulfill a professor's

inload credit assignment with the prior written approval of the Department Chairperson/Assistant Dean and the Dean of Instruction.

I. Conventional Courses - Development, periodic review and revision of conventional courses of instruction are a part of the Professor's responsibilities within load. By mutual agreement, projects beyond the scope of conventional course preparation named above shall be voluntary and compensated at a rate based upon current procedure which is the following: at the over-load rate, on a prorata basis.

J. Posted Office Hours - Professors shall be available a minimum of five (5) scheduled hours per week for office hours. Such hours shall be in addition to other responsibilities and shall be scheduled for the convenience of the students.

K. Submission of Grades - Professors shall submit final grades as soon as possible but no later than 72 hours after the conclusion of the last day of class. If the deadline falls on a faculty member's Sabbath, his/her deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday. During the week following the mailing of final grades to the students, each faculty member is to be accessible through an approved method as mutually determined by Department Chairperson/Asst. Dean, the faculty member, and administrator.

L. Attendance at College Functions - The attendance of professors will be required at all appropriately scheduled departmental meetings, all regular or emergency faculty meetings, convocation and commencements unless otherwise excused by the Administration. Reasons for absence may be required to be submitted in writing. Professors attending those functions for which academic attire is required shall have said attire purchased for the professor by the college at no charge to the professor. The attire shall be replaced at the college's expense as needed, but not more frequently than every five years.

M. Academic Calendar - The current academic calendar shall be annexed to this agreement for information purposes only.

N. College Day - Day classes begin at 8:00 a.m. and end at 6:00 p.m. Evening classes begin at 6:00 p.m. and end at 10:30 p.m. and shall be assigned in accordance with Sections A.1, A.6, A.7, A.8, and A.9, of Article V of this Agreement.

O. Secretarial Assistance - The Board shall provide adequate secretarial service.

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

Q. Faculty Parking - The Board shall provide adequate, lighted, paved parking facilities, properly maintained exclusively for faculty use at no charge. The Board may require parking decals for each faculty car but shall furnish same at no cost to all professors. Campus security guards shall not reprimand faculty

for parking, driving, or other infractions. Proper action regarding parking violations will be taken by the Dean of Business and Financial Affairs.

R. Safety - Professors shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process nor shall be required to work in rooms with temperatures below 60 degrees F or above 87 degrees F. The affected class may be relocated to another classroom.

S. Duty Nurse - A registered nurse shall be on duty at all times the college is in operation with adequate facilities for emergency care.

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

U. Reassignment from Administration to Faculty Status - Any professor who assumes an administrative position and subsequently returns to faculty status shall resume all rights and privileges that he/she would have had if he/she had continued in the faculty status without interruption.

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

W. Faculty Handbook - The faculty handbook and changes in the faculty handbook shall be developed jointly by the Administration and the Association.

X. Field Trips and Faculty Travel - A Field trip shall be defined as an educational activity which requires students and/or faculty to leave the campus. Faculty authorized for travel shall receive mileage reimbursement at the current Internal Revenue Service rate.

Y. Department Advisory Committees - All members of a department, or an elected number of members from a department as determined by the Department Chairperson/Asst. Dean, shall meet monthly with the Department Chairperson/Asst. Dean to serve as an advisory group on matters concerning terms and conditions of

employment.

Z. Demonstrations - The Faculty Association and Administration will cooperate in determining responsibilities of professors during the times of unacceptable demonstrations, as defined by policy.

AA. Students with Disabilities - The Board of Trustees shall provide instructional support services for students with disabilities in accordance with state and federal law.

BB. Hiring of Short Term Replacement Faculty - The Board of Trustees may hire temporary faculty to replace faculty who are on approved leaves of absence. The Board of Trustees may also hire temporary faculty in the event a vacancy occurs and there is not sufficient time to conduct a search in accordance with the Affirmative Action Policy/Procedure. Such a vacancy will be announced at the earliest practical time. An incumbent temporary professor shall have to apply and compete for the position, if interested. In no case shall the duration of a temporary professor's employment exceed the terms set forth in his/her individual contract. Successive contracts may be offered.

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

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

- Appendix A, A.A.U.P. Declaration of Academic Freedom
- Appendix B, Code of Ethics of the Educational Profession
- Appendix C, Salary Schedule 1993-1994
- Appendix D, College Calendar
- Appendix E, Sabbatical Leave Contract
- Appendix F, Application for Half-Load Contract

ARTICLE VI FACULTY BENEFITS

A. Paid Sick Leave - At the beginning of each academic year, each professor shall be credited with ten (10) sick days to be used for absences during all academic sessions caused by illness or physical disability of the professor. The unused portion of such allowance shall accumulate pursuant to State Law. All faculty absences shall be reported to the Department Chairperson/Asst. Dean on the standard Absence Reporting Form.

B. Compensation for Class Coverage - Teaching faculty members shall be expected to provide class coverage for absent colleagues in emergencies for the first

three consecutive days of such absences, and shall be compensated at the overload rate for such service rendered after the third consecutive day.

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

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

E. Paid Legal Leave - A professor shall be excused for jury service or if he/she is subpoenaed as a third-party witness in court. Such faculty shall be paid his/her contractual salary in addition to the fees he/she received for acting as a juror or witness. Whenever a professor is called for jury duty during scheduled classes, he/she shall immediately notify the Dean of Instruction, who shall request a postponement to non-class time.

F. Paid Extended Leave - A professor may submit a request for extended leave to the Dean of Personnel for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved by the College President only on a case-by-case basis. In the case where a professor is denied extended leave, justification for denial shall be submitted in writing to the professor by the College President.

G. Paid Sabbatical Leave - The Board of Trustees of Ocean County College shall budget each year sufficient monies to support three (3) sabbatical leaves. During any given fiscal year, unexpended sabbatical leave funds shall be reserved for Instructional Development Grants.

1. Definition/Purpose - 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 faculty member, and thus enhance the college program for the entire College community.

2. Applications - A professor interested in sabbatical leave shall submit application to their Department Chairperson/Asst. Dean who will forward it to the Sabbatical Leave Review Committee not later than November 1st of the academic year preceding the year in which the sabbatical leave is to be taken. Individual applications shall include: (a) A statement of purpose for which the leave is requested. (b) A statement of how the individual professor believes his/her professional growth will be specifically enhanced by the proposed activity. (c) A statement of how the individual professor believes his/her sabbatical leave will specifically 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. (e) A signed sabbatical leave contract (Appendix F).

3. Eligibility - All faculty shall be eligible for sabbatical leave within the following limitations: (a) A professor shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College. (b) Upon return from such leave, a professor shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College. (c) Candidates whose applications are not approved may submit a new application in any subsequent year.

4. Approval Procedures - A Sabbatical Leave Review Committee shall be formed each year consisting of three (3) faculty members and two (2) administrators. Faculty members shall be elected by the faculty. Administrators shall be appointed by the President of the college. The Sabbatical Leave Review Committee shall evaluate all applications for: (a) Compliance with the eligibility criteria stated above. (b) Compliance with the application procedures stated above. (c) The comparative value of each application for improving the college program.

5. Committee Recommendations - The Sabbatical Leave Review Committee shall submit to the College President not later than January 15th of each year their recommendation of the top three candidates, whose sabbatical leave programs are judged to have the greatest probability of improving the college program. All requests for sabbatical leave must be approved by a majority of all members of the committee.

6. Final Approval - The College President shall review final applications for sabbatical leave and the recommendation of the Sabbatical Leave Review Committee. The College President shall, not later than the February Board of Trustees meeting, make his/her recommendation for approval of sabbatical leave(s) for the subsequent year. Candidates whose applications are approved by the Board of trustees shall be notified not later than March 1st of each year.

7. Terms and Conditions - The following terms and conditions shall be applicable to all approved sabbatical leaves:

a. Sabbatical Compensation - Sabbatical leave may be granted for either one-half year at full salary, or one full year at one-half salary, or one full year at full salary with the professor teaching fifteen (15) credit hours over the two semesters of leave. In no case shall the professor be eligible for overload assignments during this sabbatical period.

b. Non-College Compensation - Sabbatical leaves are to increase a professor's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.

c. Service Commitment - Acceptance of a sabbatical leave obligates the recipient to return to service for at least two years, or reimburse Ocean County College for all salary paid during the period of leave.

d. Sabbatical Leave Report - Recipients of sabbatical leaves shall submit to the President a written report of their activities while on sabbatical. Reports for fall semester sabbaticals shall be due not later than April 30, following the sabbatical. Reports for spring semester and academic year sabbaticals shall be due not later than December 15, following the sabbatical.

e. Rights While on Leave - A recipient of sabbatical leave retains all rights as though he/she were in active employment, such as: promotion, retirement benefits; tenure rights; salary progression; disability and medical insurance, as regulated by the Division of Pensions.

H. Half-Load Contracts - For the purpose of professional development, a professor with a minimum of seven (7) years service at Ocean County College may elect to take a half-load schedule at 60% of base salary. In the event the replacement cost exceeds the remaining 40% of the professor's base salary, the professor's leave salary will be reduced to reflect the increased cost of replacement. In the event the replacement cost is less than the remaining 40% of the professor's base salary, the professor's leave salary will be increased to reflect the reduced cost of replacement. The execution of a half-load contract shall not exceed the professor's annual base salary including the cost of fringe benefits.

1. Instructional Plan - Applicants for a half-load contract should provide evidence that the leave is to be used to enhance their professional development. Applicants for a half-load contract must submit a plan for how the half-load instruction obligation will be fulfilled. This plan may include credit exchange arrangements, in lieu of the salary reduction cited in Section H above. The plan shall be submitted to the Department Chair/Asst. Dean who shall forward the request with his/her recommendation to the Dean of Instruction for approval.

2. Application - Eligible faculty must make application by submitting Appendix F to his/her Department Chair/Asst. Dean and the FAOCC a year in advance in order to provide the college with sufficient lead time in recruiting a suitable replacement. A one-semester lead time is not sufficient for adequate advertising, interviewing and processing to take place.

3. Duration - A half-load contract may be granted for either one-half year at full salary (adjusted per H above), or for one full year at half salary (adjusted per H above) with the professor teaching fifteen (15) credit hours over two semesters.

4. Limitations - The opportunity for a half-load contract shall be limited to a maximum of 5% of the eligible faculty each year so as to ensure that suitable and complete faculty replacements are provided, subject to the approval of the Dean of Instruction. Half-load contracts shall not be granted to the same professor more than once in seven (7) years. In no case shall the professor be eligible for overload teaching assignments during half-load contract period. The concept of a half-load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

I. Admission to Courses - Faculty shall be granted free tuition and fees for any courses offered by the College. Faculty dependents (husband, wife, and children

and those individuals for whom the professor is a legal guardian and for whom the professor is eligible to claim dependency status of the individual on his/her current Internal Revenue Service annual income tax return) are to be granted free tuition and fees for any courses offered by the college. A maximum of sixty (60) credit hours, or the required course load of two full-time students, may be taken by a professor's dependents in any one academic year. This benefit will extend to the surviving children dependents (as described above) of the deceased faculty who was employed at the time of death with the following limitations: (a) A maximum of thirty (30) credit hours or the required course load of one (1) full-time student may be taken by such dependents in any one academic year. (b) This benefit is to terminate upon the end of five years from the September 1 following the death of said employee, or upon the twenty-second (22) birthday of said surviving dependent. In no case will this benefit be terminated during the course of an academic year in which the dependent is actively enrolled.

J. Community Education Waivers - Faculty and their dependents, as defined in "I" above, will be admitted to Community Education courses free of tuition and fees on a space available basis providing the minimum paid enrollment for the course has been satisfied. Excluded from the waiver of "fees" described herein shall be direct costs associated with Community Education courses, and direct cost associated with Credit by Examination.

K. Graduate Tuition Reimbursement - The Board of Trustees shall provide tuition reimbursement up to the prevailing Rutgers graduate tuition rate for graduate level courses taken at other institutions. Reimbursement shall be provided for up to 12 graduate credits per professor per academic year for faculty who pursue courses of study in his/her field of specialization or field in which he or she renders service to the college. Initial requests for tuition reimbursement shall be submitted to the Department Chairperson/Asst. Dean, who shall forward the request with his/her recommendation to the Dean of Instruction for approval. The Dean of Instruction shall notify the professor and the Personnel Department of his decision. In the event a request is denied, the Dean of Instruction shall give the professor written notification of the reasons for denial. Reimbursement shall be made to the employee who has received graduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts to the Personnel Department.

L. Undergraduate Tuition Reimbursement - The Board of Trustees shall provide tuition reimbursement up to the Rutgers undergraduate rate for undergraduate coursework. Undergraduate coursework reimbursement shall be limited to 18 credits per academic year for the whole faculty unit. Application for approval and reimbursement shall be in accordance with Section K above. Undergraduate training shall be limited to coursework which is necessary for licensure/certification in the discipline in which the professor renders service to Ocean County College.

M. Faculty Schedules - Upon recommendations by the Department Chairperson/Asst. Dean, faculty schedules will be arranged, whenever feasible, to allow faculty to attend classes at other institutions of higher education at the professor's own expense.

N. Interest-free Loans - A professor may secure an interest-free loan against

his/her current combined base (Base plus Longevity) salary for the purpose of pursuing additional graduate study. A maximum of five percent (5%) of the professor's combined base salary may be owed at any one time. Such advances may be made only during the period when the professor is actively employed and shall be limited to two such advances during a budget year. The total amount advanced shall be repaid by equal salary deductions over the balance of the professor's current year contract. Upon termination of a professor's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her final salary check.

Q. International Education Coursework - Professors must submit application to participate in International Education courses for themselves, or for their dependents as defined in I above, in the same manner that applications for tuition waivers are submitted for any other courses offered by Ocean County College, and the same approval process shall be applicable. For all International Education courses, the professor will be responsible for all direct per capita costs, but will not be responsible for: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. For all International Education courses, properly enrolled and approved faculty and dependents will initially pay all tuition, college/student fees, and lab charges. After the course(s) is/are completed and after all direct per capita expenditures have been accurately identified by OCC, the College will refund to the professor the difference between these direct expenditures and payments previously made to OCC by the professor. It is understood by both parties to this agreement that the amount refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment. Items specifically excluded from direct expenditures are: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. The amount of the potential refund described above will be reduced by the amount of any other form of payment made to the faculty member by OCC as a direct result of the faculty member dependent taking the International Education course. Examples of such payments are, but are not limited to: professional development funds, travel reimbursement, and scholarships.

P. International Education Seminars - The Board of Trustees shall annually budget \$6,000 to support faculty participation in International Education Seminars. No more than ten (10) faculty per academic year may request participation in International Education Seminars. The amount awarded may vary per participant from a minimum of \$600 to a maximum of \$1,000, depending on the total number of participants. Reimbursement shall be limited to one International Education seminar per year per person. Faculty who participate in such activities shall be responsible for all other expenses. Faculty who participate in such activities shall be responsible for providing coverage for all assigned classes by other qualified full-time faculty. International Education Seminar funding shall not be utilized to underwrite expenses for Section Q above and vice versa. Requests for International Education Seminars shall be submitted on a timely basis to the Department Chairperson/Asst. Dean who shall forward the request with his/her recommendation to the Dean of Instruction for approval. The Dean of Instruction shall notify the professor and the Business Department of his decision. In the event the request is denied, the Dean of Instruction shall provide the professor

with a statement of reasons for the denial. By May 1st of any given budget year, unexpended International Education Seminar funds shall be reserved for IDG projects.

Q. Individual Professional Development Funding - Individual professional development may be funded through the Benefit Option Program, Article VI, Section Z, to support activities such as, but not limited to, subscriptions, journals, workshops, conferences, and professionally related travel. The contribution by the College of Professional Development funds for the purchase of equipment shall not exceed five hundred dollars (\$500). Individual funding shall not be pooled for the purchase of equipment. All computer software purchase requests shall be submitted to the Assistant Dean of OCCIN for logging. Upon receipt, all software shall be delivered to OCCIN for virus screening. All requests for Professional Development funds shall be submitted on a timely basis and are subject to the approval of the Department Chairperson/Asst. Dean and the Dean of Instruction. Faculty shall be provided with reason(s) for denial of their requests. By May 1st of any given budget year, unexpended Individual Professional Development funds, not to exceed three hundred twenty-five dollars (\$325) per professor, shall be reserved for IDG projects. Faculty/Departments may voluntarily "pool" individual resources to underwrite more costly professional growth activities.

R. Instructional Development Grants - Ocean County College recognizes the importance of promoting instructional excellence. In order to foster innovation and stimulate the development of projects that encourage instructional excellence, funds will be budgeted to permit released time and/or compensation for (IDG) Instructional Development Grants. Released time and/or overload compensation during the academic year and Summer will be made available to develop instructional projects. The Board shall budget \$14,000 per budget year to fund the Instructional Development Grants. Faculty are encouraged to apply early, since funds cannot be carried from one budget year to the next. All full-time faculty are eligible to apply for an Instructional Development Grant individually or in teams. Counselors and Librarians are eligible to apply for an IDG that demonstrates direct service to students. Grants will be awarded at the overload rate up to a maximum of four (4) credit hours or up to four (4) credits released time per person per semester. Each credit requested shall be equated as 35 hours of project work by the applicant. Contributions by support services shall not be included when calculating credit hours. Individual projects must be completed before application for another project is submitted. For the purposes of these grants, summer shall be considered as a semester for up to an additional four (4) credits. Instructional Development Grants are not intended to replace curricular and/or instructional activities which are considered to be a regular responsibility of a faculty member.

1. Applications - Faculty members may submit an application for an IDG to their Department Chairperson/Asst. Dean with ten (10) copies. Department Chairpersons/Asst. Deans will forward the application with their comments within ten days to the Instruction Committee for placement on the agenda for its next scheduled meeting. All applications will be made on IDG forms and conform to IDG Guidelines (available in department offices).

2. Approvals - Review of applications will be made by the Committee on Instruction, in a timely fashion, during a closed session. Applicants may

address the committee should they or the Committee desire. Successful applications will be forwarded to the Dean of Instruction. Unsuccessful applicants will be notified by the Committee of the reasons for refusal within two weeks. Faculty may appeal the Committee's recommendation to the Dean of Instruction within two weeks of notification of written reasons for refusal. The Dean of Instruction shall decide which applications shall be funded and so notify in writing of the reasons for refusal. All decisions will be rendered within two (2) weeks of the receipt of the application.

3. Completion of Projects - It is expected that all instructional development projects will be completed on or about the completion date stated in the application. Project deadlines may be extended by the Dean, for cause, and if appropriate, a brief project progress report may be requested by the Dean of Instruction. IDG's shall conform to copyright laws.

4. IDG Compensation - Monetary compensation will be awarded in two equal installments, one half at the midpoint of the project's duration, and the balance on completion of the project. Released time will be scheduled on a full semester basis only. Projects which are not completed will be compensated in a manner determined by the Dean of Instruction, to be equitable based on (a) reasons for lack of completion and (b) time expended on the project. Disputes will be subject to the grievance procedure.

S. Health Insurance - The Board shall provide without cost to the professor, full family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.

T. Major Medical Deductible Reimbursement - The Board will reimburse the employee for up to one hundred (\$100) dollars paid by the employee toward his/ [or] her Major Medical deductible per calendar year and up to one hundred dollars (\$100) paid by the employee for his/her dependents as a unit per calendar year. Payment shall be made upon presentation to the Personnel Department by the employee of his or her statement from the Major Medical carrier specifying that the deductible has been met. Should the full deductible not be reached, the employee may be reimbursed for that portion of the deductible he/she has met upon submission of proper documentation from the Major Medical carrier at the end of the calendar year. Faculty shall have until January 31st of each calendar year to submit reimbursement claims for the preceeding year. Claims submitted subsequent to January 31st shall be honored only if it is clear that the delay was caused by the medical provider or the insurance company. Partial charges against the dependent unit may be combined to reach the maximum deductible of one hundred dollars (\$100). No duplicate payment shall be made for expenses incurred in October, November, and December of any given year.

U. Dental Insurance - The Board shall provide full premium coverage for the employee portion of the dental plan. The Board shall provide for the coverage of the dental premium for dependents up to a maximum of twenty-seven dollars and sixty-two cents (\$27.62) per month. Dependent premium costs in excess of the maximum shall be subject to payroll deduction. Employee coverage shall be mandatory for all faculty, but each Professor may choose any plan offered by the

insurance carrier.

V. Optical Care - The Board shall reimburse faculty for eye exams/eye care, and/or optical lenses/frames through the Benefit Option Program, Article VI, Section Z. Reimbursement shall be made to faculty promptly upon submission of proof of payment of the expenses incurred for the employee or his/her dependents.

W. Dental/Optical Coordination of Benefits - In the event dental or eye-care claims are submitted to Personnel which are covered under the health insurance plan, Personnel shall require the professor to first submit the claim to the health insurance carrier for payment and verification before any reimbursement is made through the College program.

X. Maternity Leave - Faculty shall be entitled to Maternity/Paternity Leave without pay for a period of up to one academic year. Faculty shall notify the Dean of Instruction of their intent to take Maternity/Paternity Leave, as soon as possible, but not less than three months preceding the commencement of the leave. In the event a Professor intends to return early from a leave, he/she shall notify the Dean of Instruction, in writing, as soon as possible, but not less than two weeks prior to the return to work. Faculty shall be entitled to Maternity Disability Leave, as verified by her physician. Maternity Disability Leave shall be treated the same as any other medical disability. All benefits associated with Maternity/Paternity Leave or Maternity Disability Leave shall be handled in accordance with the regulations set forth by the New Jersey Division of Pensions and the State and federal laws.

Y. College Temporary Disability Program - The College shall provide, at no expense to the employee, a temporary disability income plan for faculty who are absent from work during the fall or spring semesters 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 shall the benefit or terms of the College program be less than that of the New Jersey Temporary Disability program.

1. Eligibility - 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 and personal leave, except in instances involving Workers Compensation Disability. The employee must submit medical certification from his/her physician which specifies the nature of the illness/injury which 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.

2. Calculation of Disability Income - The disability income benefit shall 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 shall select, in writing, the method of payment he/she chooses to be paid by.

Employment at O.C.C.

Disability Payment

<u>1st through 3rd year</u>	<u>40% of annual base salary</u>
<u>Fourth year</u>	<u>45% of annual base salary</u>
<u>Fifth year and more</u>	<u>50% of annual base salary</u>

Whenever the disability is the result of a Workers Compensation claim, the combined income from the Workers Compensation and the College Disability program shall equal one hundred percent (100%) of the professor's current base salary. The disability benefit shall be paid for consecutive weeks, but shall be paid on the contractual base salary for the fall and spring academic semesters (only) of the academic year in which the disability occurs.

3. Duration of Disability Payments - Benefit payment shall commence on the next regularly scheduled payday following approval by the College President of the application for Temporary Disability. If the employee elects the State method of payment, the duration of payments shall be in accordance with the prevailing State method. Faculty shall not receive College Disability payments during periods in which he/she is not contracted to work. College Disability payments shall be limited to an aggregate maximum of fifty-two (52) weeks, commencing with the initial date of 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 shall be considered a continuation and shall be counted against the fifty-two week aggregate maximum. If the later disability is medically due to a different (unrelated) cause, it shall be considered a new disability and a new fifty-two week maximum period begins. Disability payments shall cease when the employee returns to work, or the employee leaves employment with the College, or the employee qualifies for permanent disability under the New Jersey Division of Pensions, or the disability benefit is exhausted.

4. Return to Work - The employee must submit medical verification of his/her ability to perform the essential functions of his/her position prior to returning to work, in accordance with the Americans with Disability Act.

5. Application Procedures - Disabled employees must file a request for Temporary bility, which are available in the Personnel Department. Disabilities related to Workers Compensation claims must be filed in accordance with the College procedures for reporting on-the-job accidents/injuries. Every effort to process the request as rapidly as possible shall be made as soon as proper medical verification is received. The Personnel Department shall provide information on the prevailing New Jersey Temporary Disability program and written calculation of the benefit options available to the employee. The Dean of Personnel shall provide the employee with a written disposition of the President's decision. This program supersedes and supplants Board Policy/Procedure #3050.

Z. Benefit Option Program - The Board shall budget six hundred twenty-five dollars (\$625) per professor, per budget year, for a Benefit Option Program. These funds may be used to support/supplement any or all of the following options: professional development, dependent dental premium cost, dental reimbursement for uncovered expenses, and optical care expenses. Professors who utilize these funds to cover dependent dental premium costs shall submit a

written request to the Personnel Department each April to cover the subsequent premium year. Professors who utilize these funds for uncovered dental expenses shall submit an insurance claim rejection and proof of payment to the Personnel Department for reimbursement. All requests for Benefit Option Program Funding shall be carbon copied to the Dean of Personnel for the purpose of account tracking.

ARTICLE VII GRIEVANCE PROCEDURE

A. Definitions - For the purpose of this Agreement, the term "grievance" shall mean a violation concerning the meaning and application of the provisions of this Agreement and/or the alleged violations of any promulgated rules, procedures, or policy of the Administration or Board of Trustees affecting terms and conditions of employment. For the purpose of this grievance procedure, the Association, a professor, or group of faculty may file a grievance and shall hereinafter be referred to as the "grievant." An "Association Grievance" shall be defined as a grievance filed by the officers of the FAOCC which specifically seeks to enforce a term or condition of the current Agreement. "Working days" is defined as Monday through Friday throughout the year.

B. Conditions - No reprisals of any kind shall be taken against any faculty for participating in any grievance. The number of days indicated at each level shall be considered as maximum. Every effort shall 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.

C. Informal Procedure - Step 1. - The grievant shall 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 Association, or its Grievance Committee, acting on behalf of the grievant, may informally attempt to resolve the grievance with the appropriate administrator.

D. Formal Procedure - Step 2 - In the event the grievance is not resolved at Step 1, the grievant shall submit the written grievance to the President of the College and a copy shall be filed with the Association, not later than fifteen (15) working days following the Step 1 response. Not later than seven (7) working days from the submission of the written grievance, the President or his/her designee(s) shall meet with the grievant and representatives of the Association in an effort to resolve the grievance. The President or designee(s) shall give the answer in writing not later than seven (7) working days of said meeting, with a copy to the Association.

E. Board - Step 3 - In the event the grievance is not resolved at Step 2, the grievant shall submit the written grievance to the Board of Trustees, with a copy to the Association, not later than fifteen (15) working days following the Step 2 response. Not later than thirty (30) working days from receipt of the grievance, the Board Grievance Committee shall meet with the grievant, the appropriate administrator(s), and representatives of the Association in an effort to resolve the grievance. Subsequent to the meeting, the Board Grievance Committee shall 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 shall be communicated, in writing, to the grievant not later than five (5) working days following the Board meeting.

F. Arbitration - Step 4 - In the event the grievance is not resolved at Step 3, the Association shall have the right to invoke binding arbitration of the grievance with the Public Employee Relations Commission. The petition, with a copy to the College President, shall be filed not later than thirty (30) working days following the Step 3 response. The cost of any arbitration shall be borne by the Association and the Board equally. The arbitrator must submit his/her final decision not later than sixty (60) days of the arbitration hearing.

ARTICLE VIII COMPENSATION

A. Salary - All faculty shall be advanced one step from their position on the 1992-1993 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 1993-1994 Salary Schedule, which is attached hereto as Appendix C - 1, effective August 30, 1993.

All faculty shall be advanced one step from their position on the 1993-1994 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 1994-1995 Salary Schedule, which is attached hereto as Appendix C - 2, effective August 31, 1994.

All faculty shall be advanced one step from their position on the 1994-1995 Salary Schedule. The annual base salary of each employee shall be in accordance with his/her appropriate placement on the 1995-1996 Salary Schedule, which is attached hereto as Appendix C - 3, effective August 30, 1995.

B. Payday Schedule - The salary of each professor shall be paid on a bi-weekly basis, commencing with the first scheduled college-wide payday of the contract year and ending with the last scheduled college-wide payday of the contract year for each Professor. If variation in the payday schedule is necessary due to the calendar, mutual agreement shall be reached between the Association and the Asst. Dean of Business and communicated to all faculty on a timely basis.

C. Withholding Increments - The Board of Trustees may withhold, for inefficiency or other good cause, the employment increment of any professor in any year, by a majority vote of all the members of the Board of Trustees. The Board of Trustees, through its designated administrative representative, shall give notice of such intention no later than at the issuance of the professor's individual employment contract. The Board of Trustees, through said representatives, shall give written reasons thereof to the professor concerned, within ten days of such notice. The professor may appeal such action through the grievance procedure provided under this contract. In the event a grievance proceeds to arbitration on this matter, the arbiter shall only affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.

D. Overload Rate - The universal overload rate of pay shall be five hundred fifty dollars (\$550) per semester credit from September 1, 1993 through August 29, 1995. The universal overload rate of pay shall be five hundred sixty dollars (\$560) per semester credit from August 30, 1995 through August 27, 1996.

E. Longevity Awards - Faculty shall receive a longevity award of seven hundred twenty-five (\$725.00) dollars upon the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th), anniversary date of full-time employment at Ocean County College. The application of this provision is such that a professor's salary shall be represented as the step on the salary schedule plus the appropriate number of longevity awards carried forward. The amount of longevity awards carried forward shall be increased by the applicable base salary percentage increase for the subsequent year. For the purpose of annual increases and promotions, longevity awards carried forward shall be subtracted before the application of the annual increase and/or promotion, and then added back to the new base salary. Longevity awards for employees entering the Faculty unit from other job classifications shall be prospective only. Retroactive longevity awards shall not be awarded twice for faculty who have received longevity awards in other job classifications.

F. Individual Student Independent Study Projects - Faculty shall be compensated at the overload rate of pay for Independent Study Projects. The rate of compensation shall be one (1) credit per student project. Professors may undertake an independent study project with a student for academic credit, provided the project's academic discipline is approved for independent study. Such projects shall not be utilized to fulfill a professor's inload teaching requirements. Guidelines for independent study projects shall be established by all instructional departments. The academic content and the credit hours to be earned by the student shall be in form of a written plan, agreed to by the professor, the student, and approved by the Department Chairperson/Asst. Dean. Honors Program Independent Study Projects (HON 293 and HON 294) shall be in accordance with the academic guidelines established by the Honors Committee.

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

H. Payment For Sponsorship of Student Activities - The advisement of all student clubs and organizations and the coaching of athletics shall be on a voluntary basis. The coaching of athletics and other paid advisory positions shall be compensated in accordance with the current overload rate of pay. Coaching salaries shall be computed based upon the following number of overload credits:

Baseball	<u>8.0</u>	Basketball (M)	<u>8.5</u>	Basketball (W)	<u>8.5</u>
Cross Country	<u>4.25</u>	Field Hockey	<u>7.25</u>	Golf	<u>4.25</u>
Soccer	<u>7.25</u>	Swimming	<u>8.5</u>	Tennis (M)	<u>4.25</u>
Tennis (W)	<u>4.25</u>	Track & Field	<u>8.0</u>	Volleyball	<u>4.25</u>
Wrestling	<u>7.0</u>	Softball	<u>8.0</u>	Ice Hockey	<u>8.5</u>

As Assistant Coach positions are established by the College, the salary shall be at the current overload rate and computed at sixty percent (60%) of the credit value for the sport, as indicated above.

I. Paid Sick Leave Upon Retirement or Termination for Other Than Just Cause - A professor who is fifty-five (55) years of age or older and has ten (10) or more years of continuous service at the college and elects to retire shall be eligible to receive payment for up to fifty percent (50%) of his/her then current unused sick leave. A professor who has fifteen (15) years of continuous service at the Ocean County College, and is terminated for a reason other than just cause, shall be eligible to receive payment for up to fifty percent (50%) of his/her unused sick leave. In the event such an employee returns to active employment, sick leave which has been paid via this provision shall not be reinstated. Reimbursement for unused sick leave shall not exceed a total of eleven thousand dollars (\$11,000). All reimbursements shall be calculated at the employee's then current per diem (annual base salary divided by 195 days = per diem).

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

ARTICLE IX PROMOTION

A. Faculty Promotion Guidelines - Ocean County College recognizes the promotion process as important in encouraging and rewarding excellence in education. The College is committed to an equitable and collegial promotion procedure and evaluative process. The College affirms that every effort will be made to insure that all candidates for promotion are judged and evaluated with objectivity and impartiality. The Board of Trustees shall budget annually sufficient monies to fund promotions for ten percent (10%) of the total number of full-time faculty positions. During any given fiscal year, unexpended promotion funds shall be reserved for Instructional Development Grants. The number of annual promotions may not exceed the percentage above, except as the President recommends individuals whose services to the College warrant special consideration. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy and the Master Contract. The maximum promotions in any given year shall be ten percent (10%) of the total number of full-time faculty in the preceding year. Final decision for promotion rests with the Board of Trustees. Recommendations for promotion come to the Board from the President of the College. Faculty desirous of promotion are subject to the criteria and guidelines set forth in the Board of Trustees Policy #3118.

B. Procedures for Promotion - By October 15th, a Promotion Committee shall be established. The Promotion Committee shall review, evaluate, and recommend to the President of the College, faculty candidates for promotion. The Promotion Committee composition shall be (a) Four (4) full-time tenured faculty with minimum rank of Assistant Professor elected at large by the College Assembly at its annual elections, (b) two (2) faculty members with minimum rank of Associate Professor appointed by the President of the FAOCC, and (c) the Dean of Instruction. The Dean of Instruction shall chair the committee. The Dean shall

insure that all procedures and evaluations are adhered to with objectivity, impartiality and timeliness. The Dean shall provide the necessary secretarial assistance to committee members.

1. On or preferably before October 1, the faculty member completes the application form and transmits it, along with documentation (transcript copies, CEU certificates, etc.) to his/her Department Chair/Assistant Dean for a preliminary assessment of threshold requirements. The Department Chair/Assistant Dean will check the information for accuracy and completeness, consulting with the faculty member as necessary. When the Department Chairperson/Assistant Dean completes the preliminary assessment, he/she will transmit the application form and documentation to the Dean of Instruction.

2. If the professor disagrees with the Department Chair/Assistant Dean's preliminary assessment of the threshold requirements, he/she may forward the application form and documentation to the Dean of Instruction for discussion and a final decision.

3. The Dean of Instruction will determine: (a) the relevance of graduate credits and/or the relevance of a second Masters degree; (b) Whether or not professional experience acquired outside the classroom, related to a professor's discipline, may be substituted for graduate credits; and (c) the accuracy of the Department Chair/Assistant Dean's preliminary assessment. When these tasks are completed, the Dean of Instruction will certify in writing by October 8th whether or not the credentials meet the threshold requirements.

4. On or before November 1, faculty who have met the threshold requirements for promotion may apply for promotion by submitting an application, credentials, a fully-documented application folder (provided by the College), to their Department Chair/Assistant Dean. The Department Chair/Assistant Dean shall review the application and discuss it with the professor. The Department Chair/Assistant Dean shall inform the professor of his/her recommendation to the Promotion Committee. If the Department Chair/Assistant Dean does not recommend the applicant, the professor will have the option of withdrawing his/her application or forwarding the application to the Promotion Committee without the Department Chair/Assistant Dean's recommendation. If the professor elects the latter option, the place in the application folder for the Department Chair/Assistant Dean's recommendation shall be blank.

5. On or before November 8, Department Chairs/Assistant Deans shall ensure that promotion application folders are in the office of the Dean of Instruction. The folders shall be ready for the Promotion Committee to read on November 15. The Dean of Instruction will convene the Committee to begin its work as soon as possible thereafter. Each committee member shall consider all relevant information and individually review and evaluate each promotion application/folder. After applications have been reviewed, the Promotion Committee will meet, informally, with each candidate for the primary purpose of (1) permitting the applicant to expand on any item(s) in the application and/or (2) permitting the committee to seek clarification of any item(s) in the application. Should neither of the above be deemed relevant, the meeting may be waived by mutual consent of the two parties.

6. By February 15th, the Committee will approve or disapprove candidates for promotion. Each applicant shall be judged and recommended on the basis of the criteria for the academic rank for which he/she is applying. By March 1st, the Dean shall write a report indicating the committee's final recommendations to the President. By March 1st, applicants not recommended by the committee for promotion shall be so informed in writing (by the Dean, for the committee) outlining area(s) which the applicant should strengthen.

7. Prior to April 15th, the President shall review and consider the Promotion Committee's recommendation. The President's recommendation shall be forwarded to the Board of Trustees in sufficient time for the Board to act at its April meeting. Final applicants recommended by the Committee, but not recommended by the President shall be notified in writing by April 30th, stating the reason(s) for denial. The Board of Trustees shall not withhold promotions pending contractual settlement for a successor agreement. All final candidates for promotion shall be individually notified in writing of the Board's decision not later than May 15th.

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

ARTICLE X PROFESSIONAL BEHAVIOR

A. The Board recognizes that the NEA Code of Ethics of the educational profession as it appears in Appendix B is considered by the Association and its membership to define acceptable criteria of professional behavior.

B. Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedures. All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Professor by the Department Chairperson/Asst. Dean for informal discussion and an attempt at resolution. Should informal discussion fail to resolve the problem, the Professor may be required to attend a formal meeting with the complainant and the appropriate Administrator (usually the Department Chairperson/Asst. Dean or appropriate Dean), as well as other such persons as deemed essential to the proceedings by the College or the Professor. In such cases, the Professor will be notified a minimum of twenty-four (24) hours in advance of said meeting and will be apprised of the specific nature of the complaint. The professor will have the opportunity to have present a representative of the Association at this meeting. Either party may be permitted to make transcript of the meeting.

C. The College will take no action against the Professor during the twenty-four (24) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.

D. The above procedure shall not preclude the use of the Grievance Procedure.

E. Whenever guilt is determined, the college and the Association will use their best resources to correct breaches of professional behavior.

F. In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.

G. Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE XI CONTRACTS AND DISMISSALS

A. Each professor shall receive an individual contract of continuing employment upon approval by the Board of Trustees. Said contracts are to be signed and returned to the Personnel Department within fifteen (15) days of issuance. Annual contracts for tenured faculty shall be issued by March 1st, or within thirty (30) days of the completion of negotiations.

B. Non-tenured faculty shall receive notice as to whether or not their contract shall be renewed by December 15th of each academic year. Faculty who are employed on "temporary" contracts shall receive notice of non-renewal of their contract when it is issued. If an individual's contract is not to be renewed, he/she shall be given the opportunity to resign.

C. An individual's contract may be terminated by either party by giving at least sixty (60) days notice, or earlier, upon mutual consent.

ARTICLE XII PATENTS AND COPYRIGHTS

A. To promote the professional improvement of the faculty, and at the same time, to protect the full rights of the inventor or author, the College has the intent to provide an equitable means of sharing expenses and income. It is not the purpose of the College to seek nor to encourage specifically, the development of patents or copyrights of commercial value or to engage in their exploitation.

B. Ownership to inventions, discoveries, writings or other instructional materials made or authored by members of the faculty shall be resolved according to one of the following provisions:

1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors.

Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Dean of Instruction or the Dean of Students, the dean of Administrative Services, Department Chairperson and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership on such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely manner.

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

ARTICLE XIII
RATIFICATION SIGNATURES

This agreement shall be effective from September 1, 1993 and shall continue in effect through August 27, 1996, unless the Association and the board mutually agree in writing to an extension of its duration.

By: _____
William T. Hiering, Sr.
Chairpersons
Board of Trustees

By: _____
Janet Hubbs
President
Faculty Association

By: _____
Eva J. Smithers
Secretary
Board of Trustees

By: _____
William G. Middleton
Co-Negotiator
Negotiating Committee - FAOCC

By: _____
Milton Shaw
President
Ocean County College

By: _____
Charles S. Blake
Co-Negotiator
Negotiating Committee - FAOCC

By: _____
Robert Seymour
Co-Negotiator
Negotiating Committee
(Administration)

By: _____
John P. Kane, Jr.
Co-Negotiator
Negotiating Committee
(Administration)

By: _____
Patricia Hall
Co-Negotiator
Negotiating Committee
(Administration)

Date: _____

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

A. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties; but research for pecuniary return should be based upon an understanding with the authorities of the institution.

B. The teacher is entitled to freedom in the classroom in discussing his subject but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

C. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence, he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he is not an institutional spokesman.

APPENDIX B
Code of Ethics of the Education Profession
Adopted by the NEA Representative Assembly, July 1968

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

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

PRINCIPLE I - COMMITMENT TO THE STUDENT

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

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

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the grounds of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonable available.

PRINCIPLE II - COMMITMENT TO THE PUBLIC

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

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

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

PRINCIPLE III - COMMITMENT TO THE PROFESSION

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

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

1. Shall not discriminate on the grounds of race, color, creed, on national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to

influence professional decisions of colleagues.

4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

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

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

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and

that employing agency.

8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

Appendix C - 1
 Salary Schedule 1993/94

Step/Rank	Prof.	Assoc.	Asst.	Instructor
1	38922	34779	28885	26492
2	40904	36412	30228	27650
3	42886	38045	31571	28808
4	44868	39678	32914	29966
5	46850	41311	34257	31124
6	48832	42944	35600	32282
7	50814	44577	36943	33440
8	52796	46210	38286	34598
9	54778	47843	39629	35756
10	56760	49476	40972	36914
11	58742	51109	42315	38072
12	60724	52742	43658	39230
13	62706	54375	45001	40388
14	64688	56008	46344	41546
15	66670	57641	47687	42704
16	68652	59274	49030	43862
17	70634	60907	50373	45020
18	72616	62540	51716	46178
19	74598	64173	53059	47336
20	76580	65806	54402	48494
21	78562	67439	55745	49652
22	80544	69072	57088	50810
23	82526	70705	58431	51968
24	84508	72338	59774	53126
25	86490	73971	61117	54284
Increment:	1982	1633	1343	1158
Overload/Credit:	550			

Appendix C - 2
 Salary Schedule 1994/95

Step/Rank	Prof.	Assoc.	Asst.	Instructor
1	38695	34720	28850	26537
2	40771	36431	30257	27750
3	42847	38142	31664	28963
4	44923	39853	33071	30176
5	46999	41564	34478	31389
6	49075	43275	35885	32602
7	51151	44986	37292	33815
8	53227	46697	38699	35028
9	55303	48408	40106	36241
10	57379	50119	41513	37454
11	59455	51830	42920	38667
12	61531	53541	44327	39880
13	63607	55252	45734	41093
14	65683	56963	47141	42306
15	67759	58674	48548	43519
16	69835	60385	49955	44732
17	71911	62096	51362	45945
18	73987	63807	52769	47158
19	76063	65518	54176	48371
20	78139	67229	55583	49584
21	80215	68940	56990	50797
22	82291	70651	58397	52010
23	84367	72362	59804	53223
24	86443	74073	61211	54436
25	88519	75784	62618	55649
26	90595	77495	64025	56862
Increment:	2076	1711	1407	1213
Universal Overload Rate/Credit:		550		

Appendix C - 3
 Salary Schedule 1995/96

Step/Rank	Prof.	Assoc.	Asst.	Instructor
1	38304	34527	28705	26489
2	40475	36317	30177	27758
3	42646	38107	31649	29027
4	44817	39897	33121	30296
5	46988	41687	34593	31565
6	49159	43477	36065	32834
7	51330	45267	37537	34103
8	53501	47057	39009	35372
9	55672	48847	40481	36641
10	57843	50637	41953	37910
11	60014	52427	43425	39179
12	62185	54217	44897	40448
13	64356	56007	46369	41717
14	66527	57797	47841	42986
15	68698	59587	49313	44255
16	70869	61377	50785	45524
17	73040	63167	52257	46793
18	75211	64957	53729	48062
19	77382	66747	55201	49331
20	79553	68537	56673	50600
21	81724	70327	58145	51869
22	83895	72117	59617	53138
23	86066	73907	61089	54407
24	88237	75697	62561	55676
25	90408	77487	64033	56945
26	92579	79277	65505	58214
27	94750	81067	66977	59483
Increment:	2171	1790	1472	1269
Universal Overload Rate/Credit:		560		

APPENDIX D
College Calendar - 1993-1994
(Information Only)

Fall Semester 1993

Wed. - Fri., Aug. 30-31	Late Registration/Orientation
Wednesday, September 1	Classes Begin, 8:00 a.m.
Monday, September 6	No Classes (Holiday)
Wednesday, September 8	Monday Class Schedule
Friday, October 22	Mid-Semester
Wednesday, November 24	Classes End, 10:05 p.m.
Monday, November 29	Classes Resume, 8:00 a.m.
Friday, December 17	Classes End, 10:05 p.m.

Spring Semester - 1994

Tuesday, January 25	Late Registration
Wednesday, January 26	Evening Classes Begin, 6:00 p.m.
Thursday, January 27	Day Classes Begin, 8:00 a.m.
Friday, March 18	Mid-Semester
Wednesday, March 30	Classes End, 6:00 p.m.
Monday, April 11	Classes Resume, 8:00 a.m.
Saturday, May 21	Classes End
Thursday, June 2	Commencement Exercises

Fall Semester 1994

Wed. - Thur, Aug. 31-Sept. 1	Late Registration/Start-up Activities
Tuesday, September 6	Classes Begin, 8:00 a.m. and Drop/Add
Wednesday, September 7	Drop/Add
Saturday, September 10	Saturday classes Begin
Wednesday, October 26	Mid-Semester
Wednesday, November 23	Classes End, 10:05 p.m.
Saturday, November 26	Saturday Classes in Session
Monday, November 28	All Classes Resume, 8:00 a.m.
Saturday, December 17	Saturday Classes End
Tuesday, December 20	Thursday Class Schedule
Wednesday, December 21	Friday Class Schedule
	Last Day of Classes

Spring Semester - 1995

Wed.-Thurs. Jan. 18-19	Late Registration
Monday, January 23	Classes Begin; Drop/Add
Tuesday, January 24	Drop/Add
Wednesday, March 15	Mid-Semester
Saturday, April 8	Classes End, 6:00 p.m.
Monday, April 24	Classes Resume, 8:00 a.m.
Saturday, May 20	Classes End
Thursday, June 1	Commencement Exercises

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 VI, Section G. of the Faculty Association Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Section G.7.c. "Terms and Conditions" 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

Faculty Member's Signature

Date

Date

APPENDIX [H] F
Ocean County College
APPLICATION FOR HALF-LOAD CONTRACT

Name _____ Date _____

Proposed duration of Half-Load Contract:
From: _____ To: _____

PURPOSE:

I understand that, in accordance with the Agreement, I may: (choose one)

- _____ 1. Elect to have my salary reduced, equivalent to the cost of my replacement(s).
- _____ 2. Work with my Department Chair/Asst. Dean to develop a plan for exchanging instructional credits to fulfill my half-load teaching obligation.

PROPOSED PLAN FOR FULFILLING HALF-LOAD REQUIREMENT:

Approvals:

Dept. Chair/Asst. Dean _____ Date: _____

Dean of Instruction: _____ Date: _____

Approved by President and Board of Trustees on: _____

Please submit one copy to Dept. Chair/Asst. Dean and the FAOCC at least one year in advance of the expected half-load contract.