

Contract no. 1461

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF
OCEAN COUNTY COLLEGE

August 29, 1990 through August 25, 1993

TABLE OF CONTENTS

	<u>Page</u>	
Article I	Recognition	1
Article II	Negotiation Procedure and Future Agreement	2
Article III	Association and Professors' Privileges	4
Article IV	Deductions for Professional Dues	5
Article V	Conditions of Employment	6
Article VI	Faculty Benefits	14
Article VII	Grievance Procedure	25
Article VIII	Professional Behavior	27
Article IX	Contracts and Dismissals	28
Article X	Promotion and Merit Policy	28
Article XI	Salary Increase	31
Article XII	Patents and Copyrights	31
Agreement Signatures		33
Appendix A	A.A.U.P. Declaration of Academic Freedom	
Appendix B	Code of Ethics of the Education Profession	
Appendix C	Salary Schedule 1987-88	
Appendix C-1	Salary Schedule 1988-89	
Appendix C-2	Salary Schedule 1989-90	
Appendix D	College Calendar	
Appendix E	Equal Employment Opportunity	
Appendix F	Sabbatical Leave Contract	
Appendix G	Early Retirement - Memorandum of Agreement	
Appendix H	Application for Half-Load Contract	
Appendix I	Grievance Procedure Flow Chart	

LISTING OF NEW AND/OR REVISED CONTRACT ITEMS

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

	<u>Title</u>	<u>Page</u>	<u>Article</u>
(Rev.)	Nursing Faculty	9, 10	V, I, A, 6, a and h
(Rev.)	Course Preparation	11	V, II, D
(Rev.)	Paid Sick Leave	14, 15	VI, A, 1, a and c (1) (2)
(Rev.)	Sabbatical Leave	16	VI, A, 6
(Rev.)	Half-Load Contracts	18, 19	VI, A, 7, b and c
(Rev.)	Professional Improvement	20	VI, C, 4
(Rev.)	Instructional Development Grants	21, 22	VI, D, 3, 4, 5
(Rev.)	Instructional Development Grants	22	Procedure, 2
(Rev.)	International Education Seminars	23	VI, E, 1, 2, 3, 4, 5
(Rev.)	Optical Care	24	VI, F, 3
(New)	Maternity Leave	25	VI, H
(New)	Grievance Procedure	25, 26, 27	VII
(New)	Longevity Awards	31	X, D
(New)	Salary Increase	31	XI
(Rev.)	Salary Schedules	Appendices C, C-1, and C-2	
(New)	Application for Half-Load Contract	Appendix H	
(New)	Grievance Procedure Flow Chart	Appendix I	

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF OCEAN COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION OF OCEAN COUNTY COLLEGE

This agreement entered into this 25th day of June, 1990 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 Community Education
Director of Services for the
Learning Disabled
Psychotherapist/Learning Disability
Teacher Consultant/Learning Disability
Director of Physical Plant
Director of Counseling
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

Director of Institutional Research
Data Communications Manager - OCCIN
Associate Director of Physical Plant
Director of Purchasing and Support
Services
Accountant
Assistant Director of Financial Aid
Assistant to the Director of EOF
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. The Board and Association shall deliver to each other their original proposals for subsequent agreements no later than October 1 of each year.

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

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

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

L. If any of the sections of the agreement between the parties from 1977 to 1979, deleted as a result to changes in the law, are determined during the life of this agreement to be mandatory areas of 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 Association's representative, upon request, all available public information through the Dean of Business and Financial Affairs concerning the professional staffing and financial resources of the college.

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

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

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

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

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

I. The President of the Faculty Association may request prior to the preparation of the teaching/work schedule for the next semester that his/her teaching schedule be arranged by the Department 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

CONDITIONS OF EMPLOYMENT

The following employment conditions regarding load shall be in effect:

I. Basic load

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

1. Teaching Faculty

- a. 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.
- b. A maximum of fifteen (15) semester credit hours for each semester, or a maximum of thirty (30) semester credit hours per academic year of two (2) semesters.
- c. 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.
- d. Priority according to qualifications to teach courses involving extra pay.
- e. A professor shall be assigned no more than three separate course preparations per semester within load. The professor may, however, accept course preparations, within normal load, in excess of three per semester, at his/her discretion, should scheduling difficulties arise. However, at the discretion of the professor and by mutual agreement, a faculty member may accept a weekend assignment as part of his/her in-leave schedule.
- f. Shall not be required to teach within load in the evening when a full-time day schedule is available. Further, no faculty member shall be required to teach within load in the summer, or on the week-end within load.

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

2. Librarians

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

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

3. Counselors

- a. Counselors employed on a 10-month contract shall be available from 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. Compensatory days shall be scheduled within the work year.
- b. The normal work week for Counselors is 35 hours per week at 7 hours per day, excluding lunch or dinner breaks, except during registration and drop-add period when Counselors may be assigned additional hours as part of the normal work load.

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

4. Committees

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

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

6. Nursing Faculty

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

Example: 9-credit course per semester:

- 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.

- b. Teaching Schedule: The teaching schedule for nursing faculty will be evolved through the subcurriculum group decision-making process subject to the approval of the 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.
- c. A nursing faculty member may accept, by mutual written agreement with the Department Chairperson/Asst. Dean, an adjustment between clinical and teaching hours.
- d. A nursing professor will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the Department Chairperson/Asst. Dean and only in the case of extenuating education circumstances.
- e. Given the fact that clinical agencies are constantly growing and changing, clinical assignments for the following semester may not be possible by the time-lines as presented in the contract for other faculty. Every effort shall be made to determine the clinical schedules by the times as indicated.
- f. No more than two of the five office hours shall be held in the clinical area. Therefore, three hours per week of office time will be scheduled at the college during times that students are available.
- g. In the event a nursing faculty member is unable to be present in a clinical agency on a designated day, faculty coverage shall be provided by the Board for appropriate supervision in the agency.
- h. Due to additional time requirements and responsibilities, nursing faculty assigned to the full-time evening nursing positions (2) shall receive a stipend equal to four (4) credits per semester at the appropriate overload rate, in addition to their annual base salary.

II. Course Preparation

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

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

III. Office Hours

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

IV. Sponsorship of Student Activities

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

Baseball	7.0	Basketball (M)	7.5	Basketball (W)	7.5
Cross Country	3.25	Field Hockey	6.25	Golf	3.25
Soccer	6.25	Swimming	7.5	Tennis (M)	3.25
Tennis (W)	3.25	Track & Field	7.0	Volleyball	3.25
Wrestling	6.0	Softball	7.0	Ice Hockey	7.50

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

V. Attendance at College Functions

- A. 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.
- B. Professors attending those functions for which academic attire is required shall have said attire purchased for the professor by the college at no charge to the professor. The attire shall be replaced at the college's expense as needed, but not more frequently than every five years.
- C. The Faculty Association and Administration will cooperate in determining responsibilities of professors during the times of unacceptable demonstrations, as defined by policy.

VI. Academic Calendar

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

VII. College Day

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

VIII. Secretarial Assistance

The Board shall provide adequate secretarial service.

IX. 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.

X. Faculty Parking

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

XI. Safety

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

XII. Vacancies

- A. Notice of any professional position vacancy or new position, administrative or faculty, shall be circulated to the members of the faculty (via the college mail) prior to its publication elsewhere (during the academic year). Between semesters such notices shall be distributed by U.S. Mail. Such notices shall include a complete job description, including salary range, duties, responsibilities, and a statement of required qualifications. Interviews for the open position will routinely be granted to college faculty prior to non-employees, providing their qualifications meet the requirements of the position and providing their applications are filed with the department announcing the vacancy within one week of distribution of the job notice during work periods or within two weeks of the postmarked date of such notice during summer vacation period.

B. Administrative Vacancies

The Association shall appoint two (2) representatives to serve on an Advisory Committee to assist in the appointment of the President of the College, the Dean of Instruction, and the Dean of Students.

- C. All faculty applicants for such openings shall be notified via U.S. Mail of the disposition of their application prior to the publication of the name of the successful applicant.

XIII. Effect of Reassignment from Administration to Teaching Duties

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

XIV. Academic Freedom

- A. The professor shall have the unrestricted right to pursue and report the truth as he/she understands it, both as a teacher in his/her classroom and a citizen of his/her community.

- B. The Faculty Association and the Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A.

XV. Faculty Handbook

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

XVI. Field Trips and Faculty Travel

A Field trip shall be defined as an educational activity which requires students and/or faculty members to leave the campus.

- A. The college, upon request, shall supply transportation for all approved trips in accordance with policy. Faculty members shall not be required to use their own vehicles for such trips.
- B. The college shall provide auto liability insurance in accordance with state law.
- C. Faculty members are authorized to chauffeur students in college vehicles unless they lack the skill, or have some physical deficiencies that might endanger the passengers.

XVII. 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.

ARTICLE VI

FACULTY BENEFITS

A. Paid Absence

1. a. Sick Leave

At the beginning of each school year, each professor shall be credited with a ten-day sick leave allowance to be used for absences 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

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

c. **Paid Sick Leave**

A faculty member who is

- (1) 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; or,
- (2) who has fifteen (15) years of continuous service at the college, and whose employment is terminated for a reason other than just cause,

shall be eligible to receive payment for fifty percent (50%) of his/her unused sick leave at his/her then current per diem (Annual base salary/195 days = per diem), to a maximum of:

<u>8/29/90 - 6/30/91</u>	=	<u>\$ 7,000</u>
<u>7/1/91 - 6/30/92</u>	=	<u>\$ 8,000</u>
<u>7/1/92 - 8/25/93</u>	=	<u>910,000</u>

2. **Bereavement**

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

3. **Personal Leave**

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

4. **Legal Leave**

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

5. **Extended Leave**

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

6. Sabbatical Leave

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

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.

Application

Faculty members 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 faculty member believes his/her professional growth will be specifically enhanced by the proposed activity.
- c. A statement of how the individual faculty member 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).

Eligibility

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

- a. A faculty member shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College.
- b. Upon return from such leave, a faculty member 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.

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.

The Sabbatical Leave Review Committee shall submit to the 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 a committee.

The President shall review final applications for sabbatical leave and the recommendation of the Sabbatical Leave Review Committee. The President, shall, not later than the February Board of Trustees meeting, make his 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.

Terms and Conditions

The following terms and conditions shall be applicable to all approved sabbatical leaves:

- a. Sabbatical leave may be granted for either one-half at full salary, or one full year at half salary, or one full year at full pay with faculty members teaching fifteen (15) credit hours over two semesters. In no case shall the faculty member be eligible for overload teaching assignments during this sabbatical period.
- b. Sabbatical leaves are to increase a faculty member's professional efficiency and usefulness to the college and not for the purpose of offering opportunities for increased income. This condition will not preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study.

- c. 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. Recipients of sabbatical leaves shall submit to the President a written report of their activities while on sabbatical not later than three months following their return to active service.
- e. 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.

7. Half-Load Contracts

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

- e. A half-load contract may be granted for either one-half at full (adjusted) salary, or one full year at half (adjusted) salary with faculty members teaching fifteen (15) credit hours over two semesters.
- f. In no case shall the faculty member be eligible for overload teaching assignments during half-load contract period.
- g. The concept of a half-load contract is interpreted to mean that the college will not incur any additional expense including the cost of providing fringe benefits to faculty members or their replacements.

B. Admission to Courses

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

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

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

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

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

5. International Education

- a. Faculty members must submit application to participate in International Education courses for themselves, or for their dependents 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.
- b. For all International Education courses, the faculty member 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. The procedure is as described in "c" below.
- c. For all International Education courses, properly enrolled and approved faculty members 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 faculty member the difference between these direct expenditures and payments previously made to OCC by the faculty member. 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.
- d. The amount of the potential refund described in "c" 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.

C. Professional Improvement

1. Upon recommendations by the Department Chairperson/Asst. Dean faculty schedules will be arranged whenever feasible, to allow faculty members to attend classes at other institutions of higher education at the faculty member's own expense.
2. A faculty member may secure an interest-free loan against his/her current year's salary for the purpose of pursuing additional graduate study. A maximum of five percent (5%) of the faculty member's current year's salary may be owed at any one time. Such advances may be made only during the period when the faculty member is actively employed and shall be limited to two such advances during an employment year. The total amount advanced shall be

repaid by equal salary deductions over the balance of the faculty member's current year contract. Upon termination of a faculty member's employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her final salary check.

3. The Board of Trustees shall provide tuition reimbursement at 100% of the Rutgers rate not exceeding 12 graduate credits per academic year for individual faculty members who pursue courses of study in the faculty member's field of specialization or field in which he or she renders service to the college. Only courses which have the prior approval of the immediate supervisor or the appropriate dean will entitle the employee to qualify for reimbursement. Refund for tuition reimbursement shall be made to the employee who has received graduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts. This provision shall continue for each year during the life of this contract.
4. 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 3. above. Undergraduate training shall be limited to coursework which is necessary for licensure/certification in the discipline in which the faculty member renders service to Ocean County College.

D. Instructional Development Grants

1. 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.
2. Released time and/or overload compensation during the academic year and Summer will be made available to develop instructional projects.
3. The Board shall budget \$11,000 in 1990/1991, \$12,000 in 1991/1992, and \$14,000 in 1992/1993 to fund the Instructional Development Grants. Faculty are encouraged to apply early, since funds cannot be carried from one budget year to the next.
4. 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.
5. Grants will be awarded at the overload rate up to a maximum of 4 credit hours or up to 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 4 credits.

6. Instructional Development Grants are not intended to replace normal curricular and/or instructional activities which are considered to be a regular responsibility of a faculty member.

PROCEDURES

1. 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. 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.
3. 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. Appeals (See item 2) will be handled in the same manner.
4. 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.
5. 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.
6. 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.

E. Individual Professional Development Funding and International Education Seminars

1. The Board of Trustees shall annually budget Professional Development funds in accordance with the following schedule:

\$250 per full time faculty, per academic year.

2. Individual professional development funding may be used to support activities such as, but not limited to, subscriptions, journals, workshops, conferences, and professionally related travel. These professional development funds shall not be used to purchase computer software or to make minor capital purchases.
3. The Board of Trustees shall annually budget \$6,000 to support faculty participation in International Education Seminars.
4. 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. 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.
5. All requests for Professional Development funds and International Education Seminars 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.
6. By May 1st of any given budget year, unexpended Individual Professional Development funds shall be reserved for IDG projects.
7. Faculty/Departments may voluntarily "pool" individual resources to underwrite more costly professional growth activities.

F. Insurance Programs

1. Group Health Insurance

- a. The Board shall provide without cost to the professor, full family health care insurance benefits. The Association shall aid the administration in selecting the insurance carrier. The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period.
- b. Effective January 1, 1985, for the calendar year 1985, the Board will reimburse the employee for up to \$100 paid by the employee toward his or her Major Medical deductible. Payment shall be made in the following manner:

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

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

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

2. Dental Insurance

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

3. Optical Care

The Board shall reimburse faculty for eye exams/eye care, and/or optical lenses/frames. Reimbursement shall be made to faculty promptly upon submission of proof of payment of the expenses incurred by and for the faculty member. Reimbursement shall be in accordance with the following schedule:

<u>7/1/90</u>	<u>- 6/30/91</u>	<u>= \$150.00</u>
<u>7/1/91</u>	<u>- 6/30/92</u>	<u>= \$200.00</u>
<u>7/1/92</u>	<u>- 8/25/93</u>	<u>= \$225.00</u>

G. College Bookstore

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

H. 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 faculty member 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.

I. 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 Non-Oc Teachers Federal Credit Union. The College shall make reasonable effort to make such remissions on a timely basis following the close of each month. This payroll savings program shall replace all existing savings deduction plans presently in force.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definition

For the purpose of this Agreement, the term "grievance" shall mean any claim by any faculty member or members 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, faculty member, or group of faculty members shall hereinafter be referred to as the "grievant."

B. Conditions

No reprisals of any kind shall be taken against any faculty member or administrator for participating in any grievance.

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

A grievance may be withdrawn at any level by the grievant.

C. Informal Procedure

Prior to filing of a formal grievance, the grievant shall informally discuss the matter with the appropriate administrator. 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

If, after informal procedures, the matter is unresolved, the grievant may invoke the formal grievance. This grievance shall be submitted in writing no later than ten (10) working days after the conclusion of informal procedures, and not later than fifteen (15) days after the grievant became aware of the act or condition(s) upon which the grievance is based. These deadlines may be extended by mutual agreement of the grievant and the President.

Step 1. The grievant shall submit the written grievance to the President of the College and a copy shall be filled with the Association.

Within five (5) working days from the submission of the written grievance, The President or his/her designee(s) shall meet with the grievant and/or representatives of the Association in an effort to resolve the grievance. The President or designee(s) shall give the answer in writing within five (5) working days of said meeting, with a copy to the Association.

Step 2. If the grievant remains dissatisfied, within five (5) working days after receipt of the answer in Step 1, the grievant shall appeal the decision in writing to the Board of Trustees.

Within thirty (30) working days the Board through its duly designated representatives (members of the Board) shall meet with the grievant, the appropriate administrator(s), and representatives of the Association in an effort to resolve the grievance. Every effort shall be made to expedite this process. The grievant shall be notified in writing of the Board's decision within ten (10) working days.

Step 3. If the grievant remains dissatisfied with the decision of the Board, the Association shall have the right to invoke binding arbitration, within thirty (30) days of receipt of the Board's decision.

The cost of any arbitration shall be borne by the Association and the Board equally.

ARTICLE VIII

PROFESSIONAL BEHAVIOR

- A. The Board recognizes that the NEA Code of Ethics of the educational profession as it appears in Appendix B is considered by the Association and its membership to define acceptable criteria of professional behavior. Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedures:
- B. Procedures:
1. All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Professor in question for informal discussion and an attempt at resolution.
 2. Should informal discussion fail to resolve the problem, the Professor may be required to attend a formal meeting with the complainant and the appropriate Administrator (usually the Department Chairperson/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.
 3. The College will take no action against the Professor during the twenty-four (24) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.
 4. The above procedure shall not preclude the use of the Grievance procedure.
 5. Whenever guilt is determined, the college and the Association will use their best resources to correct breaches of professional behavior.
 6. In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.
 7. Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

ARTICLE IX

CONTRACTS AND DISMISSALS

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

ARTICLE X

PROMOTION POLICY

A. Faculty Promotion Procedures

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.

1. 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 other professional growth needs of faculty.
2. 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.
3. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy and the Master Contract.
4. 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.

5. Faculty desirous of promotion are subject to the criteria and guidelines set forth in the Board of Trustees Policy #3118.

B. Procedure

1. 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.
2. PROMOTION COMMITTEE composition shall be as follows:
 - Four (4) full-time tenured faculty with minimum rank of Assistant Professor elected at large by the College Assembly at its annual elections.
 - Two (2) faculty members with minimum rank of Associate Professor appointed by the President of the FAOCC.
 - The Dean of Instruction.
3. Prior to November 1, faculty who have met the minimum criteria for promotion may apply for a promotion by submitting an application to their Department Chair/Asst. Dean. The Dept. Chair/Asst. Dean shall review the application and discuss it with the faculty member. The Department Chair/Asst. Dean shall inform the faculty member of his/her recommendations to the Promotion Committee. If the Dept. Chair/Asst. Dean does not recommend the applicant, the faculty member will have the option of withdrawing his/her application or forwarding the application to the promotion committee without Department Chair/Asst. Dean's recommendation.
4. 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.
5. The Promotion Committee shall receive faculty promotion applications no later than November 15th. Each committee member shall consider all relevant information and individually review and evaluate each promotion application.
6. 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.
7. 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.

8. By March 1st, the Dean shall write a report indicating the committee's final recommendations to the President. 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.
9. Prior to March 30, 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 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.
10. All final candidates for promotion shall be individually notified in writing of the Board's decision not later than May 15th.

C. Salary of Promoted Professor

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

D. Longevity Awards

1. 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.
2. 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.
3. 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.
4. Retroactive longevity awards shall be given in accordance with the following schedule:
 - 5th Year award - Fall semester 1990
 - 10th Year award - Spring semester 1991
 - 15th Year award - Fall semester 1991
 - 20th Year award - Spring semester 1992
5. 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.

ARTICLE XI

SALARY INCREASE

- First year of contract: 7% salary increase inclusive of the increment.
- Second year of contract: 7% salary increase inclusive of the increment.
- Third year of contract: 7% salary increase inclusive of the increment.

ARTICLE XII

PATENTS AND COPYRIGHTS

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

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

1. Faculty who develop patentable or copyrightable materials on their own time, at their own expense and without the use of direct cost resources of the college shall retain sole and total ownership and income as a result of their labors. Prior to applying for a patent or copyright, the faculty member shall request review of this claim of total ownership by a College Patent and Copyright Committee. The Committee shall be composed of the Dean of Instruction or the Dean of Students, the dean of Administrative Services, Department Chairperson and three (3) faculty members, one of whom may be selected by the faculty member inventor/author. The remaining two faculty members shall be selected from a standing committee of faculty. The faculty shall submit to the President of the College, at the beginning of the year, a list of names of those desiring membership on such a committee. The committee shall make its recommendation regarding sole and total ownership to the Board of Trustees, through the President. The decision of the Board shall be transmitted to the faculty member inventor/author in a timely manner.

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

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

- Appendix A, A. A. U. P. Declaration of Academic Freedom
- Appendix B, Code of Ethics of the Educational Profession
- Appendix C, Salary Schedule 1990-91
- Appendix C-1, Salary Schedule 1991-92
- Appendix C-2, Salary Schedule 1992-93
- Appendix D, College Calendar
- Appendix E, Equal Employment Opportunity
- Appendix F, Sabbatical Leave Contract
- Appendix G, Early Retirement - Memorandum of Agreement
- Appendix H, Application for Half-Load Contract
- Appendix I, Grievance Procedure Flow Chart

This agreement shall be effective from August 29, 1990 and shall continue in effect through August 25, 1993, unless the Association and the board mutually agree in writing to an extension of its duration.

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

By: _____
Herbert Germann
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:

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

APPENDIX A

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

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

APPENDIX B

Code of Ethics of the Education Profession

Adopted by the NEA Representative Assembly, July 1968

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

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

PRINCIPLE I - COMMITMENT TO THE STUDENT

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

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

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

Appendix B (continued)

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.

Appendix B (Continued)

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.

Appendix B (continued)

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

APPENDIX C

SALARY SCHEDULE 1990-91

<u>STEP/RANK</u>	<u>PROF.</u>	<u>ASSOC.</u>	<u>ASST.</u>	<u>INSTR. I</u>	<u>INSTR. II</u>
1	36071	31903	26794	24664	22838
• 2	37836	33356	27989	25695	23869
3	39601	34809	29184	26726	24900
4	41366	36262	30379	27757	25931
5	43131	37715	31574	28788	26962
6	44896	39168	32769	29819	27993
7	46661	40621	33964	30850	29024
8	48426	42074	35159	31881	30055
9	50191	43527	36354	32912	31086
10	51956	44980	37549	33943	32117
11	53721	46433	38744	34974	33148
12	55486	47886	39939	36005	34179
13	57251	49339	41134	37036	35210
14	59016	50792	42329	38067	36241
15	60781	52245	43524	39098	37272
16	62546	53698	44719	40129	38303
17	64311	55151	45914	41160	39334
18	66076	56604	47109	42191	40365
19	67841	58057	48304	43222	41396
20	69606	59510	49499	44253	42427
21	71371	60963	50694	45284	43458
22	73136	62416	51889	46315	44489
23	74901	63869	53084	47346	45520
• Increase:	3608	3190	2337	1876	1876
• Increment:	1765	1453	1195	1031	1031
Overload/ Credit	510	505	495	490	480

Appendix C (continued)

- NOTES:**
1. All faculty members shall be advanced one step from his/her present position on the 1989-90 Salary Schedule. 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. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.
 2. The salary of each professor shall be paid on a bi-weekly basis.
 3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Professor - 510, Associate Professor - 505,
Assistant Professor - 495, Instructor I - 490,
Instructor II - 480

APPENDIX C-1

SALARY SCHEDULE 1991-92

<u>STEP/RANK</u>	<u>PROF.</u>	<u>ASSOC.</u>	<u>ASST.</u>	<u>INSTR. I</u>	<u>INSTR. II</u>
1	36709	32581	27390	25288	23334
2	38597	34136	28669	26391	24437
• 3	40485	35691	29948	27494	25540
4	42373	37246	31227	28597	26643
5	44261	38801	32506	29700	27746
6	46149	40356	33785	30803	28849
7	48037	41911	35064	31906	29952
8	49925	43466	36343	33009	31055
9	51813	45021	37622	34112	32158
10	53701	46576	38901	35215	33261
11	55589	48131	40180	36318	34364
12	57477	49686	41459	37421	35467
13	59365	51241	42738	38524	36570
14	61253	52796	44017	39627	37673
15	63141	54351	45296	40730	38776
16	65029	55906	46575	41833	39879
17	66917	57461	47854	42936	40982
18	68805	59016	49133	44039	42085
19	70693	60571	50412	45142	43188
20	72581	62126	51691	46245	44291
21	74469	63681	52970	47348	45394
22	76357	65236	54249	48451	46497
23	78245	66791	55528	49554	47600
24	80133	68346	56807	50657	48703

Appendix C-1 (continued)

- NOTES:**
1. All faculty members shall be advanced one step from his/her present position on the 1990-91 Salary Schedule. 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. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.
 2. The salary of each professor shall be paid on a bi-weekly basis.
 3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Universal Overload Rate per credit: \$520

**APPENDIX C-2
SALARY SCHEDULE 1992-93**

<u>STEP/RANK</u>	<u>PROF.</u>	<u>ASSOC.</u>	<u>ASST.</u>	<u>INSTR. I</u>	<u>INSTR. II</u>
1	38956	34678	28789	26333	24379
2	40844	36233	30068	27436	25482
3	42732	37788	31347	28539	26585
* 4	44620	39343	32626	29642	27688
5	46508	40898	33905	30745	28791
6	48396	42453	35184	31848	29894
7	50284	44008	36463	32951	30997
8	52172	45563	37742	34054	32100
9	54060	47118	39021	35157	33203
10	55948	48673	40300	36260	34306
11	57836	50228	41579	37363	35409
12	59724	51783	42858	38466	36512
13	61612	53338	44137	39569	37615
14	63500	54893	45416	40672	38718
15	65388	56448	46695	41775	39821
16	67276	58003	47974	42878	40924
17	69164	59558	49253	43981	42027
18	71052	61113	50532	45084	43130
19	72940	62668	51811	46187	44233
20	74828	64223	53090	47290	45336
21	76716	65778	54369	48393	46439
22	78604	67333	55648	49496	47542
23	80492	68888	56927	50599	48645
24	82380	70443	58206	51702	49748
25	84268	71998	59485	52805	50851
* Increase:	4135	3652	2678	2148	2148
* Increment:	1888	1555	1279	1103	1103

Appendix C-2 (continued)

- NOTES:
1. All faculty members shall be advanced one step from his/her present position on the 1991-92 Salary Schedule. 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. The arbitrator shall either affirm the withholding action of the Board of Trustees or direct that the increment or increments be paid. It shall not be mandatory upon the Board of Trustees to pay any such denied increment in any future year as an adjustment increment.
 2. The salary of each professor shall be paid on a bi-weekly basis.
 3. Overload and summer salaries shall be paid on the following basis per semester credit hour:

Universal Overload Rate per credit: \$535

APPENDIX D

College Calendar - 1990-91

Fall Semester 1990

Wed. - Fri., Aug. 29, 30 & 31	Registration
Tuesday, Sept. 4	Convocation/Orientation
Wednesday, Sept. 5	Classes begin, 8:00 a.m.
Friday, October 26	Mid-Semester
Tuesday, November 20	Classes end, 10:05 p.m.
Saturday, November 24	Saturday classes resume
Monday, November 26	All classes resume, 8:00 a.m.
Friday, December 21	Classes end, 10:05 p.m.

Spring Semester - 1991

Tuesday, January 22	Registration
Wednesday, January 23	Evening classes begin, 6:00 p.m.
Thursday, January 24	Day classes begin, 8:00 a.m.
Friday, March 8	Mid-Semester
Wednesday, March 27	Classes end, 5:50 p.m.
Monday, April 8	Classes resume, 8:00 a.m.
Saturday, May 18	Classes end
Thursday, May 30	Commencement

APPENDIX E

Equal Employment Opportunity

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

APPENDIX F

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 A, 6. of the Faculty Association Agreement. Furthermore, I understand that failure on my part to comply with the conditions in Section "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 G

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

The Faculty Association and the Board of Trustees of Ocean County College herein recognize that it is our mutual best interest to develop and implement an Early Retirement Incentive Program for faculty members.

However, it is mutually recognized that the Board of Trustees of Ocean County College is precluded by current New Jersey Statutes and regulations from developing such a program.

In the event enabling legislation is passed which gives the Board of Trustees authority to develop and implement an Early Retirement Incentive Program, The Board herein agrees to open negotiations for this single item.

The College further agrees, that not later than September, 1987, to form a special joint committee to study the feasibility of implementing Chapter 88 of the State Health Benefits Laws, which enables the College to pay health benefits premiums for all retirees. Inclusive to this effort is the understanding that no additional costs will be incurred by the College. Essex County College has implemented this program and its model will form the basis for our research.

APPENDIX H

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.

APPENDIX I

Ocean County College

Grievance Procedure Flow Chart

