

1-7281

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

AND

**PRIMARY ADMINISTRATORS ASSOCIATION
OF OCEAN COUNTY COLLEGE**

July 1, 1994 through June 30, 1996

ARTICLE A - RECOGNITION

1. The Board of Trustees of Ocean County College (hereinafter referred to as the Board) hereby recognizes the Primary Administrators Association of Ocean County College (hereinafter referred to as the Association) as the exclusive negotiating representative in accordance with the New Jersey Employer-Employee Relations Act for the following specific job titles:

Accounting Office Manager
Administrative Associate for Nursing
Assistant Director of Educational Opportunity Fund (EOF)
Assistant Director of Financial Aid
Assistant Director of Physical Plant
Assistant Director of Student Life
Assistant Planetarium Director
Associate Director of Admissions and Records
Associate Director of Physical Plant
Bookstore Manager
Coordinator of Adaptive Services
Coordinator of College Health Services
Coordinator of Customized Training
Coordinator of Marketing and Publicity
Coordinator of Nursing and Allied Health Technologies
Coordinator of Project Career
Coordinator of Publications and Publicity
Coordinator of Testing Center
Data Communications Manager, OCCIN
Director of College Relations
Director of Fine Arts Center (part-time)
Director of Media Services
Director of Multicultural Services
Director of Student Life
Educational Opportunity Fund (EOF) Learning Resource Specialist
Grants Administrator
Junior Accountant
Learning Disabilities Specialist
Manager of Budgets and Audits
Manager of Operations and Voice Communications, OCCIN
Network Manager, OCCIN
Programmer Analyst, OCCIN
Psychological Services Specialist
Safety Compliance Coordinator
Registrar
Tech Prep Coordinator

All other job titles at Ocean County College shall be excluded from this Association. Individuals hired as "temporary" or in an "acting" status for any of the position titles cited above shall not be excluded from this unit.

2. In the event the College creates new positions, the Association shall initiate discussions with the Dean of Personnel regarding whether or not the position is appropriate for inclusion in the Association. In the event the

Association and the Dean of Personnel cannot agree, either side may submit a Petition for Unit Clarification to Public Employment Relations Commission (P.E.R.C.).

3. The right of the Association to negotiate for all of the positions described in Section 1 above shall not be compromised by anything in this Agreement, except as set forth in Article K - Grievance Procedure.

ARTICLE B - NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

1. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act, in a good-faith effort to reach agreement on future contracts on terms and conditions of employment for the professionals of this Association.

2. 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 employee individually or with any organization other than the Association for the duration of this agreement.

3. The Dean of Personnel shall make available to the Association information regarding Ocean County College including a complete list of the names, 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 Dean of Personnel shall inform the Association or its representative of the tentative budget for the next fiscal year.

4. 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 five 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.

5. 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.

6. All employees covered by this Agreement shall also be subject to the Policies/Procedures of the Board of Trustees.

7. If agreement on a successor Agreement cannot be reached between the Association and the Board, either party has the right to declare an impasse and request mediation procedures through the Public Employment Relations Commission.

8. No later than January 15 of the year in which the Agreement expires, negotiations of a successor Agreement shall commence. The Board and Association

representatives shall agree upon the date of the initial meeting. At the initial meeting, the Board and the Association shall exchange all of their initial proposals.

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

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

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

12. 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, in so far as law permits.

13. If any of the sections of the agreement are deleted as a result to changes in the law, either party shall have the right to reopen negotiations in those limited sections.

ARTICLE C - ASSOCIATION AND BOARD RELATIONSHIP

1. **Association/Board Relationship** - The Board has the responsibility and the authority to manage and direct, on behalf of the public and itself, all the operations and activities of the College to the full extent authorized by law. The Board, furthermore, retains full authority and jurisdiction over matters of policy by which the methods, means, and personnel required to conduct the operation of the College are determined in its sole discretion provided that the exercise of such rights and responsibilities shall be in conformity with this Agreement.

2. **College Facilities** - The Association and its representatives shall be permitted to use college facilities for meetings. Such meetings shall be arranged through existing scheduling procedures. No charge shall be made for the Association's use of college facilities, in so far as Board Policy permits. The Association agrees that its use of facilities shall be restricted to times that do not preempt the use of the requested facilities for instructional purposes or by students or the college.

3. **Association Business** - 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 college operations. The Association shall make every effort to conduct business at times that do not conflict with routine business hours; i.e., meetings shall be

scheduled before or after the work day (9:00 am to 5:00 pm) or during lunch periods.

4. **College Equipment** - The Association shall be permitted to use college equipment such as typewriters, duplicating equipment, calculating machines, personal computers, and audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

5. **Consumable Supplies** - The Association shall provide its own or reimburse the college for all consumable supplies used in the transaction of Association business.

6. **Damage to College Property** - The Association shall be liable for the cost of repair or replacement for damage to any college property, resulting from misuse by Association administrators conducting Association business.

7. **Secretarial Assistance** - The Association shall not request the assistance of any clerk or secretary during hours when the clerk/secretary is scheduled to work for the college.

8. **Bulletin Boards** - The Association shall be permitted to post notices of its activities and matters of Association concern on bulletin boards approved for Association use.

9. **Campus Mail System** - The Association may use the college mail boxes for communications to Association administrators.

10. **Agreement Reproduction** - The Board of Trustees shall print the Agreement in a method deemed appropriate by the Board and at no cost to the Association. The Board shall reproduce sufficient copies of each newly negotiated Agreement to provide one copy to each Association administrator and six extra copies to the Association. Each newly hired Association administrator shall be given a copy of the current Agreement upon employment.

ARTICLE D - DEDUCTIONS FOR PROFESSIONAL DUES

1. Association members may request dues deductions from the Payroll Department pursuant to New Jersey State Law for any or all of: Primary Administrators Association of Ocean County College, New Jersey Education Association, County Affiliation and the National Education Association. Such authorizations shall continue in effect until such authorization is formally revoked in writing to the Payroll Department by the administrator and copies thereof delivered to the Association.

B. Payment of such dues as may be deducted from salary shall be made to the Treasurer of the Primary Administrators Association of Ocean County College within fifteen (15) days of the end of the month in which dues are deducted.

ARTICLE E - WORKLOAD REQUIREMENTS

1. **Fair Labor Standards Act** - Administrators covered by this Agreement shall be considered exempt from the overtime and minimum wage provisions of the Fair

Labor Standards Act.

2. **Workyear** - Administrators covered by this Agreement shall be employed on a twelve month contract and shall be available from July 1 through June 30 of each year to perform appropriate duties, as assigned. The Director of Fine Arts Center of this unit is an exceptions to the full-time contract rule and shall perform appropriate duties, as assigned, in accordance with the individual contracts.

3. **Workweek** - Administrators covered by this Agreement shall ordinarily work Monday through Friday of each week that the College is open for operation. Exceptions to this provision shall be specified in the job description of the affected individual, but in each case such individual shall be provided with two consecutive days off per week.

4. **Workday** - Administrators covered by this Agreement shall ordinarily work from 9:00 a.m. through 5:00 p.m. on each scheduled workday, with one unpaid hour off for lunch. Variations in this workschedule are subject to the advanced approval of the administrator's immediate supervisor and area Dean. Exceptions to this provision shall be specified in the job description of the affected individual, but in no case shall the individual work less than forty-hours per week, including meal breaks.

5. **Changes in Workschedules** - It is understood by both parties that changes in the workschedules of individuals may be necessary. The Board reserves the right to make changes to the administrator's job description, including workschedule changes. The Board shall, however, provide the administrator with at least a two week notice of any workschedule change and shall provide the administrator with a written rationale for the workschedule change.

6. **Attendance at Events and Compensatory Changes in Workschedules** - Administrators covered by this Agreement shall be required to attend Commencement Exercises as part of his/her expected workload. Administrators may also be required from time to time to attend events which fall outside his/her scheduled workhours. In such instances, 1:1 compensatory time may be taken with the advanced approval of the administrator's immediate supervisor and area Dean.

ARTICLE F - LEAVE(S) OF ABSENCE BENEFITS

1. **Sick Leave** - Each administrator shall have thirteen (13) sick days posted to his/her account each July 1st, in accordance with New Jersey Statutes. Part-time administrators shall receive a prorated share of the annual accrual. Administrators who begin employment with the College, or leave employment with the College mid-year, or take a leave of absence shall have their accounts adjusted by an appropriate prorated share of sick leave. Sick leave is to be used for the employee's illness only, in accordance with New Jersey Statutes.

2. **Paid Vacation/Personal Leave** - Administrators covered by this Agreement shall receive twenty-five (25) Vacation/Personal leave days per year. The full scheduled amount of Vacation/Personal leave posted to each administrator's account each July 1st. Administrators who begin employment with the College, or leave employment with the College mid-year, or take a leave of absence shall have

their accounts adjusted by an appropriate prorated share of Vacation/Personal Leave. Administrators shall have eighteen (18) months from the date it is posted to use their Vacation/Personal Leave. If it is not used in this timeframe, it shall be forfeited. Vacation/Personal Leave shall not be used in advance of it being posted. Vacation/Personal Leave shall not be used during the first ninety days of employment.

3. **Holidays** - Administrators shall be entitled to paid time off for the following Holidays, as scheduled by the College:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	The day before or after Christmas Day

When one of the above cited holidays falls on Saturday, paid time off for that holiday shall be granted on the last work day prior to that holiday. When one of the above cited holidays falls on Sunday, paid time off for that holiday shall be granted on the first workday following that holiday.

Administrators shall be entitled to an additional four (4) holidays per year, over and above those cited above. The precise dates and scheduling of the holidays shall be at the absolute discretion of the Board of Trustees. A holiday schedule shall be published to all college employees each year or as required due to changes.

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

5. **Paid Legal Leave** - Administrators shall be excused for jury service or if he/she is subpoenaed as a third-party witness in court. Such administrators shall be paid his/her contractual salary in addition to the fees he/she received for acting as a juror or witness.

6. **Paid Extended Leave** - An administrator may submit a request for an extension of Bereavement Leave, Legal Leave, STPL Leave, Sabbatical Leave, or Maternity Leave to the Dean of Personnel in cases where conditions warrant it. Extended leave shall be considered for approval by the College President only on a case-by-case basis and the President's decision shall be final.

7. **Short Term Professional Leave** - STPL leave is a plan for improving the College program by affording opportunity for professional growth. Such leave may be granted for the purpose of relevant study, research, or for such other reasons that might contribute to the professional development of administrators, and thus enhance the College program for the entire College community. The Board of Trustees shall budget five hundred fifty dollars (\$550) each fiscal year to fund possible replacement expenses for short term professional leaves. No more than one (1) person per department shall be on an STPL at any given point in time.

Unexpended STPL funding shall not be carried forward from one budget year to another.

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

Applicants for STPL leaves shall have completed three (3) consecutive years of service at Ocean County College by the time the STPL is scheduled to begin. An administrator is eligible for a maximum of one STPL per year, not more frequently than every three years. Candidates whose applications are not approved may submit a new application at any time. Administrators interested in STPL Leave shall submit an application (Appendix D) and a signed contract (Appendix E) not less than two months prior to the anticipated leave. Individual applications shall include: (a) A statement of the purpose for which the leave is requested and how this will enhance the professional development of the individual and the College program, (b) a detailed plan of activity while on STPL Leave shall be submitted (If the purpose is for study/training, evidence of matriculation shall be submitted), and (c) a plan for replacement or coverage of duties while on leave. The disposition of applications shall be communicated to applicants subsequent to the President's decision.

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

Requests for Sabbatical Leave shall be submitted through the administrator's immediate supervisor and area Dean, who will forward it to the President not later than six months prior to the date on which the leave is to commence. Applications shall include: (a) a statement of purpose for which the leave is requested, (b) a statement of how the employee believes his/her professional growth will be specifically enhanced by the proposed activity, (c) a statement of how the employee 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, and (e) a signed sabbatical leave contract (Appendix A). The Dean of Personnel shall communicate the disposition of applications subsequent to the President's decision. Candidates whose applications are not approved may submit a new application in any subsequent year.

An administrator shall be eligible for sabbatical leave after employment for six consecutive years at Ocean County College. Upon return from such leave, an administrator shall not again be eligible until he/she has completed at least six additional years of employment at Ocean County College.

Sabbatical leave may be granted for either one-half year at full base salary, or one full year at one-half base salary. Administrators shall not be entitled to sick leave, vacation, or personal leave during a sabbatical leave of absence. Administrators shall not participate in extra duty assignments at the college, while on sabbatical leave; such as, but not limited to, teaching as a lecturer or Community Education instructor. Sabbatical leaves are not for the purpose of offering opportunities for increased income. This condition will not, however, preclude the acceptance of grants, stipends, fellowships, foundation funds, or similar monies usually identified with graduate, post-graduate, or other professional study. 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. Recipients of sabbatical leaves shall submit to the President a written report of their activities while on sabbatical. Reports shall be due not later than three months subsequent to the individual's return to work.

A recipient of sabbatical leave retains all other rights as though he/she were in active employment, such as: promotion, retirement benefits, salary progression, and insurance benefits, in accordance with prevailing regulations.

9. **Maternity/Paternity Leave** - Administrators shall be entitled to Maternity/Paternity Leave without pay for a period of up to one academic year. Administrators shall submit a Leave of Absence Request form to the Personnel Department 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 an administrator intends to return early from a leave, he/she shall notify the Personnel Department, in writing, as soon as possible, but not less than two weeks prior to the return to work. Administrators 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 State and Federal laws.

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

11. **Military Leave** - Administrators shall be entitled to request Military Leave, in accordance with New Jersey law and Federal law.

ARTICLE G - EDUCATION BENEFITS

1. **Admission To Courses at Ocean County College** - Administrators shall be granted free tuition and fees for any courses offered by the College, in accordance with Board of Trustees Policy #3339. Administrator's dependents (husband, wife, and children and those individuals for whom the administrator is a legal guardian and for whom the administrator 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 administrator's dependents in any one academic year. Excluded from the waiver of "fees" described herein shall be direct costs associated with Credit by Examination.

This benefit will extend to the surviving children dependents (as described above) of the deceased administrator 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 at the end of five years from the September 1 following the death of said employee, or upon the twenty-second (22) birthday of said surviving dependent. In no case will this benefit be terminated during the course of an academic year in which the dependent is actively enrolled.

2. Community Education Courses - Administrators and dependents will be admitted to Community Education courses free of tuition and general fees on a space available basis providing the minimum paid enrollment for the course has been satisfied. Excluded from the waiver of "fees" described herein shall be direct costs associated with Community Education courses, and direct costs associated with Credit by Examination.

3. International Education Courses - Administrators 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. For all International Education courses, the administrator 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 below. For all International Education courses, properly enrolled and approved administrators 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 administrator the difference between these direct expenditures and payments previously made to OCC by the administrator. It is understood by both parties to this agreement that the amount refunded is subject to wide fluctuations due to: currency exchange rates, country and college attended, course of study, lodging, transportation, meals, tickets to performances, required foreign insurances, and all other items for which OCC must make payment. Items specifically excluded from direct expenditures are: overhead, administrative expenses, coordinator salaries, and similar OCC indirect expenses. The amount of the potential refund described above will be reduced by the amount of any other form of payment made to the administrator by OCC as a direct result of the administrator's dependent taking the International Education course. Examples of such payments are, but are not limited to: professional development funds, travel reimbursement, and scholarships.

4. Tuition Reimbursement - The Board of Trustees shall provide tuition reimbursement for up to 12 graduate or 12 undergraduate credits per budget year for individual administrators who pursue courses of study in his/her field of specialization or field in which he or she renders service to the college. Tuition Reimbursement Applications are available in the Personnel Office. Only

courses which have the prior approval of the immediate supervisor, the area Dean, and the President will entitle the employee to qualify for reimbursement. Refund for tuition reimbursement shall be made to the employee who has received graduate/undergraduate credit for his/her course work and who has submitted supporting proof of tuition payment and grade transcripts. Administrators shall be reimbursed for tuition paid, but in no case shall reimbursement exceed the prevailing Rutgers graduate/undergraduate tuition rate.

5. **International Education Seminars** - The Board of Trustees shall annually budget one thousand dollars (\$1,000) to support administrators' participation in International Education Seminars. No more than two (2) administrators per academic year may request participation in International Education Seminars. The amount awarded shall not exceed \$500 per participant for documented expenses. Administrators who participate in such activities shall be responsible for all other expenses. All requests for International Education Seminars shall be submitted on a timely basis and are subject to the approval of the Supervisor and the area Dean. The President shall give preferential consideration to those applicants who have not previously participated in the program. Administrators shall be provided with reason(s) for denial of their requests. Reimbursement shall be limited to one International Education Seminar per year per person. International Education Seminar funding shall not be utilized to underwrite expenses for Section 3 above.

6. **Interest-free Loans** - An administrator may secure an interest-free loan against his/her current base salary for the purpose of pursuing additional graduate study. A maximum of five percent (5%) of the administrator's base salary may be owed at any one time. Such advances may be made only during the period when the administrator is actively employed and shall be limited to two such advances during a budget year. The total amount advanced shall be repaid by equal salary deductions over the balance of the budget year in which the loan occurs. Upon termination of employment any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from his/her pay.

7. **Individual Professional Development Funding** - Ocean County College recognizes the importance of promoting individual professional development. The Board of Trustees shall annually budget sufficient monies, in accordance with Article I, Section 3 (Benefit Option Program), to support professional development activities for administrative personnel. Unexpended professional development funds shall not be carried forward from one budget year to another. These professional development funds may be used to cover the cost of activities such as, but not limited to, workshops, conferences, expert guest speakers, and travel related to such approved events. These professional development funds shall not be used to buy equipment of any kind. Examples of prohibited purchases are, but not limited to: computers, any computer related equipment/accessory, typewriters, printers, cameras, furniture of any kind, calculators, projectors, bicycles, athletic equipment of any kind, etcetera. All computer software requests shall be submitted to the Assistant Dean of OCCIN for logging. Upon receipt, all software shall be delivered to OCCIN for virus screening. Requests (Appendix B) shall be submitted as much in advance as possible. Requests shall detail the cost of the professional development experience and summarize the benefit to the individual/College.

By May 1st of each budget year, unencumbered individual professional development funds (not to exceed \$350 per administrator) shall be pooled. No funding shall be pooled for individuals who have utilized their available funding through other options. Fully approved applications for funds must be received by the Personnel Office by May 1st. If requests exceed available pooled funds, reimbursement shall be calculated on a prorata basis. If the money is still available after the May 1st disbursement, the Dean of Personnel shall approve requests in the order received until all funds are exhausted.

ARTICLE H - INSURANCE BENEFITS

1. **Health Insurance** - The Board shall provide without cost to each administrator covered by this Agreement, full family health care insurance benefits. The Board shall provide the Association with a one month advance notice of any proposed change in the insurance carrier. Changes of insurance carriers shall not be utilized to reduce the levels of coverage for employees and dependents. Administrators who elect an H.M.O. or P.P.O. shall be subject to payroll deduction for premiums which exceed the cost of the basic health plan.

2. **Major Medical Deductible Reimbursement** - The Board of Trustees shall provide Major Medical Deductible reimbursement for the employee (\$100 per annum) and for the eligible dependent unit (\$100 per annum) upon submission of proper documentation to the Personnel Department at the end of the calendar year. Partial charges against the dependent unit may be combined to reach the maximum deductible of \$100. No duplicate payment shall be made for expenses incurred in October, November, and December of any given year. Administrators shall have until January 31st of each calendar year to submit reimbursement claims for the preceding year. Claims submitted subsequent to January 31st shall be honored only if it is clear that the delay was caused by the medical provider or the insurance company.

3. **Benefit Option Program** - The Board of Trustees shall budget six hundred twenty-five dollars (\$625) per administrator, per budget year, for a Benefit Option Program. These funds may be used to support/supplement any or all of the following options: professional development, dependent dental premium cost, dental reimbursement for uncovered expenses, and optical care expenses. Administrators who utilize these funds to cover dependent dental premium costs shall submit a written request to the Personnel Department each April to cover the subsequent full premium year. Administrators who utilize these funds for uncovered dental expenses shall submit an insurance claim rejection and proof of payment to the Personnel Department for reimbursement. All requests for Benefit Option Program Funding shall be carbon copied to the Dean of Personnel for the purpose of account tracking.

4. **Dental Insurance** - The Board of Trustees shall provide fully paid dental insurance coverage for eligible administrators. The Board shall provide partially paid dental insurance for eligible dependents of administrators. The maximum premium paid by the Board of Trustees for administrator dependent(s) coverage shall be \$27.62 per month, except as provided for through the Benefit Option Program in Section 3 above. Premium costs in excess of the maximum shall be subject to payroll deduction. The Board of Trustees reserves the right to change insurance carriers, but shall give the Association one month's notice of

any anticipated change. Changes of insurance carriers shall not be utilized to reduce the levels of coverage for employees and dependents.

5. **Optical Care** - The Board of Trustees shall reimburse eligible administrators for eye exams/eye care, and/or optical lenses/frames. Reimbursement shall be made to the administrator upon submission of proof of payment of the expenses incurred for the administrator or eligible dependent(s). Reimbursement shall be in accordance with the Benefit Option Program in Section 3 above. Unexpended funds shall not be carried forward from one budget year to the next.

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

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

To be eligible for College Temporary Disability, an employee must meet the same earnings qualifications as required for the New Jersey Temporary Disability program. The employee must have exhausted all accumulated sick leave, except in instances involving Workers Compensation disability. The employee may elect to utilize unused paid leave time, or compensation time in order to stay in a full pay status for as long as possible. The employee must submit a medical certification which specifies the illness/injury that prevents the employee from being able to perform his/her duties. The medical certification must also specify the approximate length of time the physician expects the employee to be disabled. The College reserves the right to require the employee to be examined by a College appointed physician, at Board expense.

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

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

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

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

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

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

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

ARTICLE I - MISCELLANEOUS TERMS OF EMPLOYMENT

1. **Parking** - The Board shall provide adequate, lighted, paved parking facilities, properly maintained. The Board may require parking decals for each administrator's car that is used on campus. Proper action regarding parking violations will be initiated by the Security Department.

2. **Safety** - Administrators shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well being. Administrators shall not be required to work in rooms with temperatures below 60 degrees, Fahrenheit, or above 87 degrees, Fahrenheit. The College reserves the right to relocate affected administrators to other offices, in the event problems occur.

3. **Duty Nurse** - A registered nurse shall be on duty at all times that the college is in operation for classes.

4. **Vacancies** - Notice of any professional position vacancy or new professional position, shall be posted and advertised, in accordance with the Affirmative Action Policy of the Board of Trustees.

5. **Job Transfers** - When a vacancy occurs within the Association, the college shall first post the position internally for a period of five (5) workdays. Employees may apply for transfer consideration to the vacancy position. The area Dean in which the vacancy occurs shall have absolute discretion to approve or reject transfer requests. In the event the position is not filled internally, it shall be advertised externally, in accordance with Section 4 above.

6. **Travel Reimbursement** - Administrators authorized for travel, who use their personal vehicle, shall receive mileage reimbursement at the current Internal Revenue Service rate, upon submission of the appropriate travel voucher to the Accounting Department.

7. **Meal Allowance** - Administrators shall receive reimbursement for meals in accordance with Board of Trustees Policy #4166. Administrators who work a full day shift (eight hours) and are, in addition, also assigned to work a full evening registration session or a full evening bookstore shift shall be entitled to an evening meal break of one hour and reimbursement for the evening meal, not to exceed a total of \$15.00. Reimbursement shall be provided upon submission of itemized receipts to the Accounting Department.

8. **Equal Employment Opportunity** - Ocean County College and the Association 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.

9. **Non-monetary Recognition Program** - Supervisors may submit recommendations for administrative employee(s) to receive Non-Monetary Recognition Awards at any time. Recommendations (Appendix D) should be submitted to the appropriate Dean. Administrative employees may alert the Dean of Personnel to circumstances which should be considered for a Non-Monetary Recognition Award. Recommendations which carry the support of the appropriate Dean and the college Personnel Dean, shall be advanced to the President for consideration and approval. Successful candidates shall receive a letter of recognition and have a copy of the letter placed in his/her permanent personnel file. Supervisors who make Non-Monetary Recognition recommendations, must demonstrate that the employee has performed a task which is clearly "above and beyond" the expectation of his/her job. Specific evidence must be submitted. In addition to those accomplishments which exceed job expectation, the following list exemplifies achievements which may be considered for recognition: (1) Graduation from a degree or certificate program, (2) tenth and twentieth longevity anniversaries, or (3) perfect annual attendance.

10. **Job Description Review Program** - Ocean County College recognizes that, during the course of time, minor changes to a job description become necessary. To provide for this reality, the following shall occur: The Dean of Personnel

shall initiate a review of each Administrator job description on a scheduled five-year basis or whenever a vacancy occurs. Supervisors may, at any time, submit a request to the Dean of Personnel to have a job description reviewed.

11. **Personnel Files** - An employee may make an appointment in advance to review his/her personnel file. For the purpose of this section, a personnel file shall be defined as the employee's official record of employment (housed in the Personnel Department) and the file kept in the department in which the employee works. Upon termination of employment with the College, all departmental files shall be transmitted to the Personnel Department for consolidation and safekeeping. The employee shall have the right to examine all documents except outside confidential recommendations and confidential medical records. The employee may have reproduced anything in his/her file except those confidential items cited above, official transcripts, and anything prohibited by law. An employee 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 an employee's file must be signed by the issuing authority. Employee's shall be notified whenever any negative material is placed in his/her personnel file and the employee shall have the right to attach a written statement regarding the negative material.

12. **Academic Attire** - Administrators attending those functions for which academic attire is required shall have the appropriate attire provided by the College at no expense to the administrators.

13. **Reduction in Force (RIF)** - In the event the College considers a reduction in force, it shall be done in accordance with N.J.S.A. 18A:60-3 and N.J.A.C. 9:4-5.1 et seq.

ARTICLE J - GRIEVANCE PROCEDURE

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

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

3. **Limits to Representation** - In the event a grievance arises out of the supervisory/evaluation relationship of any administrators within this unit, the Association and the NJEA shall only represent the subordinate administrator.

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

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

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

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

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

ARTICLE K - PROFESSIONAL BEHAVIOR AND DISCIPLINE PROCEDURE

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

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

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

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

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

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

- a. Consider the employee's length of service and past conduct record,
- b. Be consistent and even-handed,
- c. Overlook no offense(s),
- d. Emphasize correction of the problem, rather than punishment of the individual,

- e. Insure that the employee has the opportunity to maintain his/her self-respect,
- f. Increase disciplinary recommendations progressively, if the problem persists, and
- g. Recognize changes in behavior which result in the employee becoming more effective.

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

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

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

9. **Termination** - In the event efforts at corrective discipline fail, the final disciplinary action shall be termination from employment. When a supervisor believes termination is appropriate, he/she shall confer with the area Dean and the Dean of Personnel. Complete documentation of the case shall be prepared by the supervisor. A conference with the employee and all appropriate individuals shall be initiated by the Dean of Personnel to present the facts of the case and the Recommendation for Termination. The employee shall be provided the

opportunity to respond and shall be provided such other due process opportunities as may be appropriate.

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

ARTICLE L - COMPENSATION

1. **Salary** - Effective July 1, 1994, the annual base salary of each administrator shall be increased by one thousand seven hundred eighty-two dollars (\$1782.00) over the June 30, 1994 amount. Effective July 1, 1995, the annual base salary of each administrator shall be increased by one thousand seven hundred seventy-four dollars (\$1774.00) over the June 30, 1995 amount. The annual base salary includes the longevity increments which each individual has accrued.

2. **Salary Placement Upon Employment** - Each newly hired administrator covered by this Agreement shall be placed within an entry level range of \$20,000 through \$33,000. The Board of Trustees retains the exclusive right to place newly hired administrators within the entry level range. The placement of newly hired administrators within the entry level range shall not be subject to the grievance procedures of this Agreement. This Section shall be prospective only.

3. **Lecturers** - Administrators who have been approved by the Board of Trustees to be a Lecturer shall be eligible to teach credit courses in the academic discipline for which the approval is given. Administrators who teach credit courses shall do so at a time other than the times the administrator is scheduled to work. The teaching load for lecturers shall not exceed six (6) credits per semester or four (4) credits per summer session. Lecturers shall be compensated at a rate of five hundred fifty dollars (\$550) per credit taught, effective the Fall semester 1994. Lecturers shall be compensated at a rate of five hundred sixty dollars (\$560) per credit taught, effective the Fall semester 1995.

4. **Pay Adjustments for Added Duties** - Occasionally, it becomes necessary to assign additional responsibility to an administrator, either on a temporary or a permanent basis. When this occurs the area Dean and the Dean of Personnel shall evaluate the impact of the additional responsibility. Issues of considerations shall include, but not be limited to, (a) additional employees supervised, (b) additional non-salary operating budget, (c) duties added to job description, (d) duties removed from job description, and (e) available comparative data. The area Dean and the Dean of Personnel shall submit a recommendation for a pay adjustment, based on the evaluation, to the President of the College for his/her consideration. The Dean of Personnel shall provide written notice of the disposition of all recommendations for pay adjustment. This provision supersedes Board Policy/Procedure #3310.

5. **Payday Schedule** - The salary of each administrator shall be paid on a bi-weekly basis. If a variation in the payday schedule is necessary due to the calendar, mutual agreement shall be reached between the Association and the Asst. Dean of Business and communicated to all administrators on a timely basis.

6. **Withholding Increases** - The Board of Trustees may withhold, for inefficiency or other good cause, the salary increase of any administrator 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 administrator's individual employment contract. The Board of Trustees, through said representatives, shall give written reasons thereof to the administrator concerned, within ten days of such notice. The administrator may appeal such action through the grievance procedure provided under this contract. It shall not be mandatory upon the Board of Trustees to pay any such denied increase in any future year as an adjustment increment.

7. Longevity Recognition Awards - Ocean County College recognizes the value of having employees who are committed to long-term service. Ocean County College shall provide longevity awards in accordance with the procedure set forth below: Administrative employees shall receive a Longevity Award upon the fifth (5th), tenth (10th), fifteenth (15th), twentieth (20th), and twenty-fifth (25th) anniversary date of employment at Ocean County College. Longevity Awards are increases to the existing base salary of the employee. Employees shall have seven hundred twenty-five dollars (\$725) added to the employee's current annual base salary. Longevity Awards shall not be awarded twice to Administrative employees who have received longevity in other job classifications. For the purpose of Longevity, time employed in Reserve, Adjunct, Lecturer, and/or other intermittent employment positions shall not be considered.

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

9. Paid Sick Leave Upon Retirement or Layoff - An administrator who is fifty-five (55) years of age or older and has ten (10) or more years of continuous service at the college and elects to retire shall be eligible to receive payment for up to fifty percent (50%) of his/her then current unused sick leave. An administrator who has fifteen (15) years of continuous service at the Ocean County College, and is terminated for a reason other than just cause, shall be eligible to receive payment for up to fifty percent (50%) of his/her unused sick leave. In the event such an employee returns to active employment, sick leave which has been paid via this provision shall not be reinstated. Reimbursement for unused sick leave shall not in any instance exceed a total of eleven thousand dollars (\$11,000). All reimbursements shall be calculated at the employee's then current per diem (annual base salary divided by 260 days = per diem).

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

ARTICLE M - PROMOTION

1. **Promotion** - Ocean County College recognizes the importance of the promotion process as part of an effort to reward administrative excellence. The College is committed to a fair and objective promotion process, based on assessments of (1) supervisor evaluation/recommendation, (2) minimum administrative experience in the position, (3) minimum undergraduate/graduate training beyond entry level requirements, (4) evidence of service to students, community, and the college community.

2. **Number of Promotions** - The Board of Trustees shall budget sufficient monies to fund promotions for ten percent (10%) of the total number of Association administrators, per budget year. The total number of promotions per budget year shall not exceed ten percent (10%) of the total number of Association administrators.

3. **Minimum Criteria Requirements** - Candidates for promotion shall meet all the minimum criteria set forth in Board of Trustees Policy # _____ and all procedural requirements set forth below.

4. **Applications for Promotion** - Administrators who have met the minimum experience and training requirements for the next promotion pay grade shall complete an application portfolio (provided by the Personnel Department) and submit the application portfolio to the Dean of Personnel, not later than April 1st. Completion of the application portfolio shall be the responsibility of the candidate for promotion. It shall not be the responsibility of the Promotion Committee to attempt to acquire missing items or incomplete items in the application portfolio. Late submissions shall not be accepted.

5. **Promotion Committee** - The Promotion Committee shall consist of the Dean of Personnel as Chairperson and four administrators elected by the Association administrators. Not later than April 15th of each budget year, the Association shall elect four members to serve for two year staggered terms on the Promotion Committee. Not less than two of the members must have at least ten years of service at OCC. Members of the Promotion Committee shall not be candidates for promotion. The Dean of Personnel shall convene the Promotion Committee not later than May 1st and as Chairperson of the Committee shall review the committee procedures/criteria for promotion and present the candidate applications for promotion. The Promotion Committee shall review the application portfolio for each candidate and complete the necessary assessments in accordance with the established criteria. The Promotion Committee shall provide each candidate for promotion with an opportunity to appear before the committee to make a presentation and/or answer committee questions. By confidential written ballot the committee shall select (by majority vote) a number of candidates to recommend to the President, in accordance with Section 2 above. The Dean of Personnel shall present the application portfolio of each recommended candidate to the President not later than June 1st of each budget year.

6. **President's Recommendation** - The President shall review the application portfolio of each recommended candidate and shall select the candidates he/she chooses to recommend to the Board of Trustees at the regularly scheduled June meeting.

7. **Application Disposition** - The Dean of Personnel shall provide each candidate with written notification of the disposition of his/her application, subsequent to the June Board of Trustees meeting. Applicants who have been recommended by the Promotion Committee, but have not received the President's recommendation, may request a conference with the President for the purpose of discussing the reason(s) for the President's decision.

8. **Compensation Increase** - Each candidate who is approved for promotion by the Board of Trustees at the June meeting shall receive a dollar increase added to his/her July 1st base salary, which is equal to:

Promotion Increase = Percent of Overall Average PAAOCC Salary on June 30th

Promotion Grade 1 = Four percent (4%) of overall average

Promotion Grade 2 = Three percent (3%) of overall average

Promotion Grade 3 = Two percent (2%) of overall average

Promotion Grade 4 = Two percent (2%) of overall average

The promotion increases shall become effective on July 1st of each budget year. The average salary utilized for calculating promotion increases shall be the overall average for the unit, as of June 30th preceding the July 1st award date.

9. **Program Implementation** - The implementation of this promotion concept shall be prospective only and shall supplant the concept of InGrade Advancement included in previous agreements. Individuals who are employed prior to the initial implementation date of this program shall be able to utilize the credits already earned toward satisfying future promotion requirements. Employees who are hired subsequent to the initial implementation date of this program shall have to comply with the timing requirements of Promotion Policy #_____, Section F. All administrators, regardless of date of hire, shall have to meet the Minimum Experience in the Previous Promotion Grade requirements of Promotion Policy #_____, Section D.

10. **Application Portfolio** - The application portfolio shall become a part of the administrator's permanent confidential personnel file.

11. **Confidentiality** - All proceedings, discussions, decisions, and documentation regarding promotion applications shall be strictly confidential. All individuals involved in the decision making process shall maintain strict confidentiality so as to secure and protect the interests of each applicant for promotion.

ARTICLE N - CONTRACTS AND DISMISSALS

1. **Individual Contracts** - Each administrator shall receive an individual contract of continuing employment upon approval by the Board of Trustees. Contracts are to be signed and returned to the Personnel Department within five (5) work days of issuance. Individual contracts shall be issued by March 1st, or within thirty (30) days of the completion of ratification of this Agreement by both parties.

2. **Non-renewal of Contract Notification** - Administrators shall receive notice

as to whether or not their contract shall be renewed by December 15th of each academic year, in accordance with N.J.S.A. 9:4-7.3. Administrators who are employed on "temporary" contracts shall receive notice of non-renewal of their contract when it is issued. If an individual's contract is not to be renewed, he/she shall be given the opportunity to resign.

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

ARTICLE O - DURATION OF AGREEMENT

Unless specified otherwise herein, the provisions of this Agreement shall be in force from July 1, 1994 through June 30, 1996 and shall supersede all previous Agreements.

ARTICLE P - RATIFICATION SIGNATURES

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

FOR THE BOARD:

William T. Hering
Board of Trustees, Chairperson

Eva J. Smithers
Board of Trustees, Secretary

Milton Shaw, President

Robert Seymour
Dean of Personnel

Patricia C. Hall
Director of Personnel Services

FOR ADMINISTRATORS:

Charles Muller
PAAOCC President

Karen Papakonstantinou
PAAOCC Negotiator

Jeannette Shlala
PAAOCC Negotiator

John Whalen
PAAOCC Negotiator

(Date)

**APPENDIX A
Ocean County College
Sabbatical Leave Contract**

Name _____ Date _____

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

Salary to be awarded while on Sabbatical Leave: \$ _____

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

President, OCC

Administrator's Signature

Date

Date

Notary

OCEAN COUNTY COLLEGE
APPENDIX B

ADMINISTRATORS
REQUEST FOR PROFESSIONAL DEVELOPMENT FUNDS

Requested by: _____ Date: _____

Please attach a summary of the benefit to the individual and the College. Attach appropriate supportive information which includes dates of any trips and the destination.

Itemized Cost Analysis

A. Professional Development Funds requested at this time: \$ _____

B. Other funds provided by OCC (travel, supplies, etc): \$ _____
Give account number(s):

C. Other funding: \$ _____

D. If monies from other accounts are to be commingled to cover this cost, please indicate amounts, budget numbers and attach appropriate approvals. This form is not a replacement for travel authorization, travel voucher, or memorandum invoice. If these funds are approved but are not spent (plans change, workshop is canceled, etc.), please notify the Dean of Personnel.

APPROVALS

Immediate Supervisor: yes no _____ Date: _____

Area Dean: yes no _____ Date: _____

If Not Approved, State Reason: _____

Agreement Compliance & Payment Authorization

Professional Development Funds Authorization: \$ _____ only

Personnel Dean: _____ Date: _____

Copies will be sent after approval to: Accounting, Immediate Supervisor, area Dean, Applicant, and the Applicant's personnel file.

OCEAN COUNTY COLLEGE
APPENDIX C

ADMINISTRATORS
NON-MONETARY RECOGNITION RECOMMENDATION

In accordance with the desire on the part of the College to inspire and recognize exceptional performance on the part of its employees, please attach a specific description of the reason(s) for this recommendation.

Please submit this recommendation to the area Dean under which the candidate works.

(Name of Recommended Candidate)

(Date)

(Name of Person making Recommendation)

DISPOSITION

Area Dean: yes no _____ Date: _____

Personnel Dean: yes no _____ Date: _____

President: yes no _____ Date: _____

OCEAN COUNTY COLLEGE
APPENDIX D

ADMINISTRATORS
SHORT TERM PROFESSIONAL LEAVE REQUEST FORM

Requested by: _____ Date: _____

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

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

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

APPROVALS

Immediate Supervisor:	Yes	No	_____	Date	_____
Area Dean:	Yes	No	_____	Date	_____
Review Committee:	Yes	No	_____	Date	_____
President:	Yes	No	_____	Date	_____

OCEAN COUNTY COLLEGE
APPENDIX E

ADMINISTRATORS
SHORT TERM PROFESSIONAL LEAVE
CONTRACT

Name: _____ Date: _____

Duration of Leave: _____ to _____

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

CONDITIONS

1. I understand and agree that I am obligated to return to active employment at Ocean County College following my leave on _____
(date)
2. I understand and agree that, if I leave active employment at Ocean County College prior to the date cited in #1 above, I shall be obligated to return the total salary cited above to Ocean County College.

(President of OCC)

(Administrator)

Dated: _____

Notary: