

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

**AND**

**THE FACULTY ASSOCIATION OF**  
**OCEAN COUNTY COLLEGE**

**September 1, 2014 through August 31, 2019**

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

This agreement entered into this        day of        , 2015 between the Board of Trustees of Ocean County College (hereinafter called the "College") and the Faculty Association of Ocean County College (hereinafter called the "FAOCC").

The FAOCC agrees to work with the Representatives of the Board, as may be identified from time to time, to negotiate future agreements and to resolve any problems which may arise under the terms of this Agreement through collegiality and with civility.

**ARTICLE I  
RECOGNITION**

**A. Exclusive Representative**

The College hereby recognizes the FAOCC as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all Full-Time Faculty Members presently employed or hereafter employed by the College, including instructors, assistant professors, associate professors, professors, counselors, and librarians. The term Full-Time Faculty Member as used in this Agreement applies to all of the above specified academic ranks and Faculty Members represented by the FAOCC.

**ARTICLE II  
NEGOTIATIONS PROCEDURE FOR FUTURE AGREEMENTS**

- A.** The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws 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 Full-Time Faculty Members of Ocean County College.
- B.** Any agreement negotiated will be in writing and presented to the College and the FAOCC for approval. No agreements will be negotiated with any Full-Time Faculty Member individually. The College recognizes the FAOCC as the exclusive bargaining agent for Full-Time Faculty Members.
- C.** The College will make available to the FAOCC information regarding Ocean County College,

including a complete list of the names, professorial ranks, positions or titles, salaries, and years of service of Full-Time Faculty Members covered by this Agreement. The College will also provide a copy of the Board-approved budget document upon written request from the FAOCC to the Executive Vice President of Finance and Administration.

- D.** Neither party in negotiations will have control over the selection of the other party's negotiating representatives. It is agreed that no more than five (5) representatives for each side will be in attendance at a bargaining session. Accommodation will be made for additional representatives with specialized expertise. The parties agree that their representatives will have the authority to make proposals and counterproposals in the course of negotiations, subject to approval by the College and the FAOCC.
- E.** Items in this Agreement may be amended upon mutual consent as adopted by the College and the FAOCC. The parties may agree to meet for the purpose of discussing issues. These discussions will not be used to circumvent the grievance procedure.
- F.** By October 1 of the year in which negotiations of a successor Agreement commence, the College and FAOCC shall agree upon the date of the initial meeting.
- G.** At the initial meeting, the College and the FAOCC shall exchange all of their original proposals.
- H.** The College and the FAOCC agree that, subsequent to the conclusion of the second negotiating session, neither party shall introduce new topics/concepts for negotiations, unless mutually agreed.
- I.** When a complete tentative Agreement is reached, the FAOCC shall inform the Executive Vice President of Finance and Administration when the Agreement has been ratified by the FAOCC membership. The FAOCC ratified contract will be presented to the College for ratification at the next scheduled meeting of the Board of Trustees.
- J.** The College and the FAOCC agree to make every effort to conclude negotiations affecting agreements no later than January 15.

### **ARTICLE III**

#### **ASSOCIATION AND FULL-TIME FACULTY MEMBER PRIVILEGES**

- A.** FAOCC and its representatives shall be permitted to use appropriate Ocean County College (hereinafter called "OCC") facilities for meetings at no charge arranged through existing OCC scheduling procedures.

- B.** Duly authorized representatives of the FAOCC shall be permitted to transact official FAOCC business on OCC property at all reasonable times, provided it does not interfere with normal OCC operations.
- C.** The FAOCC shall be permitted to use OCC facilities and office equipment (such as media equipment, computers, fax machines, and copiers) when such equipment is not in use for OCC operations. The FAOCC is responsible for providing its own supplies used in the transaction of FAOCC business. It is understood that no support services will be provided by OCC for FAOCC business needs.
- D.** The Board agrees to furnish to the FAOCC's representative, upon request, any public information concerning the professional staffing and financial resources of the College. Such requests must be made in writing to the Executive Vice President of Finance and Administration.
- E.** No Full-Time Faculty Member shall be transferred or reclassified without prior notification to the individual concerned. In such cases, consideration will be given for a position equivalent in salary and rank.
- F.** The Human Resources Department houses the official employee file. This file includes all personnel actions, benefit information, annual contracts, payroll data, and other required information.

During employment, Full-Time Faculty Member evaluations are maintained in separate locations, apart from the Human Resources Department. The Office of the Vice President of Academic Affairs maintains the evaluations for teaching Faculty. The appropriate Vice President maintains the evaluations for Librarians and Counselors.

When a Full-Time Faculty Member is no longer employed as a Full-Time Faculty Member, the evaluation file will be merged with the employee's personnel file located in the Human Resources Department.

- G.** The President of the FAOCC may request that his/her teaching schedule be arranged by the Academic Department Dean or Unit Director, where feasible, to allow for the management of FAOCC business. The request must be submitted as soon as possible following FAOCC elections.
- H.** The President of the FAOCC shall not be expected to serve on OCC committees during his/her term of presidency of the FAOCC.
- I.** Newly hired Full-Time Faculty Members shall receive a current labor agreement following Board approval of their employment.

- J. **Preference** – FAOCC Members shall be given preference to Faculty duties within their discipline, for which they are qualified.

#### **ARTICLE IV DEDUCTIONS FOR PROFESSIONAL DUES**

- A. The FAOCC shall provide OCC with an authorized amount of the appropriate dues deductions for members and the representation fees for non-members, to be deducted from Full-Time Faculty Members' paychecks.

The FAOCC will indemnify the Board of Trustees of Ocean County College for any liability or damages incurred by OCC as a result of implementing payroll deductions regarding Association fees/dues.

- B. FAOCC dues and representation fees will be made payable to NJEA and forwarded to the Treasurer of the FAOCC according to State Law.

#### **ARTICLE V TERMS AND CONDITIONS OF EMPLOYMENT**

- A. **Teaching Faculty:** Full-Time Faculty Members are those who carry thirty (30) credits during the academic year.

- B. **Full-Time Faculty Members Professional Duties:** Full-Time Faculty Members shall teach classes; hold office hours; advise students; participate in student learning outcomes, assessment activities, and accreditation activities, monthly department meetings, academic discipline meetings, Fall and Spring colloquia, and the annual commencement scheduled no later than May 31. In addition, Full-Time Faculty Members are expected to serve on committees, participate in normal curriculum development and revision, and perform other professional duties.

- 1. **Work Year** – Full-Time Faculty Members employed on a 10-month contract are required to be available from the Wednesday before Labor Day through Commencement to perform Faculty Professional Duties.

- 2. **In-load Credit Assignment** – Full-Time Faculty Members are required to teach a maximum of thirty (30) in-load credits for the academic year, during the fifteen (15) week Fall semester and the fifteen (15) week Spring semester, as assigned by Department Deans and the Vice President of Academic Affairs. The normal spread of assigned in-

load credits is fifteen (15) credits for the Fall semester and fifteen (15) credits for the Spring semester. In the event that a Full-Time Faculty Member's assigned in-load credits are fewer than fifteen (15) credits for the Fall semester, and the Full-Time Faculty Member has been assigned overload credits during the Fall semester, overload compensation for the Fall semester for that Full-Time Faculty Member will be paid only for those credits exceeding fifteen (15). If overload credits are needed to meet a Full-Time Faculty Member's thirty (30) in-load credit requirement, the Full-Time Faculty Member will be paid at the overload rate only for those credits exceeding thirty (30) credits. Courses taught during all other terms, excluding the fifteen (15) week Fall and fifteen (15) week Spring semesters, will be paid at the current overload rate.

In lieu of teaching assignment credits, the Vice President of Academic Affairs may assign any alternate project comprising Faculty professional duties defined in this agreement. Each alternate project assigned credit shall be equal to thirty-five (35) clock hours.

3. **Overload** - Credits taught in excess of thirty (30) shall be considered overload and shall be paid at the current overload rate.
4. **Lab Credits** - For laboratory sections, each clock hour scheduled with students shall count as a minimum of two-thirds ( $2/3$ ) of a semester credit hour. However, any Department Dean is free to submit a proposal to the Vice President of Academic Affairs for changing credit granted the instructor for conceptual-type laboratories from  $2/3:1$  to  $1:1$ , providing a plan is submitted which will insure that no increase in total cost results. Such a plan shall provide assurance that the quality of instruction will not be lowered.
5. **Extra Pay Assignment Priority** - Full-Time Faculty Members shall have preference, according to qualifications, as determined by the Department Dean or Vice President of Academic Affairs, to teach courses involving extra pay. The Department Dean or Vice President of Academic Affairs shall make section assignments to Full-Time Faculty Members for extra pay consistent with department scheduling needs.

If a Full-Time Faculty Member has requested an extra pay assignment but a course in the in-load teaching assignment is cancelled, the Department Dean will adjust the Full-Time Faculty Member's in-load teaching schedule to reflect a full load and then attempt to identify an appropriate replacement course for extra pay assignment.

6. **Course Preparations** - Full-Time Faculty Members shall not be assigned more than three (3) separate course preparations per semester within load. Full-Time Faculty Members may accept course preparations within load in excess of three (3) per semester, at their discretion, should scheduling difficulties arise.



7. **Evening/Weekend/Summer Assignments** - Full-Time Faculty Members shall not be required to teach within load in the evening when a full-time day schedule is available. No Full-Time Faculty Member shall be required to teach within load in the summer or on the weekend. However, Full-Time Faculty Members may, by mutual agreement with the Department Dean and the Vice President of Academic Affairs, accept a weekend assignment as part of their in-load schedule.
8. **Work Hours** - There shall be a maximum of eight (8) hours from the beginning of each Full-Time Faculty Member'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 Full-Time Faculty Member's last class on one day until his/her first class on the following day. This section shall apply only to courses within the Full-Time Faculty Member's in-load credit assignment of these hour limits, at his/her discretion, should scheduling difficulties arise.

### C. Librarians

1. **Work Year** – Full-Time Librarians employed on a ten (10) month basis will be available for ten (10) consecutive months and, unless otherwise stipulated in their contract, the ten (10) month period begins on the Wednesday before Labor Day.
2. **Hours** - The workweek for Full-Time Librarians shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks.
3. **Work Schedules** - Work assignments may be arranged to accommodate graduate study with the permission of the immediate supervisor and the appropriate Vice President; but, in all cases, the thirty-five (35) hour workweek must be satisfied.
4. **Overload Assignments** – Full-Time Non-Teaching Faculty shall be compensated for approved additional work assignments, above the thirty-five (35) hours per week, in accordance with the current overload rate. Additional overload work assignments under the authority of their immediate supervisor shall be first offered to qualified Full-Time Non-Teaching Faculty.
5. **Paid Leave** - Librarians will be entitled to a total of 210 hours of paid leave for each full year they are employed. Employees hired during the year will have their paid leave time prorated on a monthly basis. All requests for leave must be scheduled with the approval of the Director of Library Services. Paid leave shall consist of the academic recesses identified in the College calendar as Thanksgiving Recess, Holiday Recess (from the last day of classes for the Fall Semester to the first day of classes for the Spring Semester), and Spring Recess. On days during the above recess periods when the Library is open,

Librarians will provide adequate professional coverage as assigned by the Director of Library Services. For each day spent in providing coverage during a recess, the Librarian will be credited with equivalent compensatory time up to a maximum of seventy (70) hours per Librarian. Use of compensatory time off will be scheduled with the approval of the Director of Library Services. If more than 210 hours of paid leave time is accumulated, Librarians will arrange with the Director of Library Services to make up those hours during the work year. Should the number of paid leave hours total less than 210 hours, Librarians will be entitled to additional paid leave to total 210 hours, scheduled at times approved by the Director of Library Services.

6. **Holidays** - College holidays, which occur when classes are in session, shall be designated as regular workdays for Librarians, requiring that paid leave be charged. College holidays which occur when regular classes are not in session or during recess periods will be granted by the Director of Library Services either as paid leave or hours to be made up based upon operational needs.
7. **Compensatory Time/Make-up Days** - Compensatory time off and make-up days, cited above, must be scheduled within the Librarian's contractual work year.
8. **Evening Librarian Stipend** – Librarians assigned to the full-time evening Librarian position shall receive a stipend equal to two (2) credits for the Fall semester and two (2) credits for the Spring semester at the current overload rate.

#### **D. Counselors**

1. **Work Year** - Full-Time Counselors employed on a ten (10) month contract shall be available from the Wednesday before Labor Day through June 30th, less the number of workdays necessary to effect the August start date, and perform appropriate registration duties assigned. All workdays necessary to effect the August start date and perform appropriate assigned registration duties will be compensated on a 1:1 basis.
2. **Hours** - The workweek for Counselors shall be thirty-five (35) hours per week, at seven (7) hours per day, excluding meal breaks, except during registration and drop-add periods when Counselors may be assigned additional hours as part of the work load. Any hours worked in excess of eight (8) hours per day during registration and drop/add periods shall be compensated based on 1:1.
3. **Work Schedules** - Work assignments may be arranged to accommodate graduate study, with the permission of the appropriate Administrator, but, in all cases, the thirty-five (35) hour workweek must be satisfied.



4. **Paid Leave** - Counselors shall be entitled to 128 hours of vacation leave between September 1 and June 30. The scheduling of such leave shall be subject to the approval of the appropriate Administrator.
5. **Holidays** - Counselors shall be entitled to Board approved holidays which occur between September 1 and June 30, in accordance with established procedure of alternate days when such holidays fall on a day when classes are in session.
6. **Overload Assignments** - Counselors shall be compensated for approved additional counseling work assignments above the required thirty-five (35) hours per week, in accordance with the current overload rate. Additional counseling work assignments do not preclude teaching. Additional extra pay work assignments under the supervision of the Counselor's supervisor shall be first offered to appropriately qualified Full-Time Counselors.
7. **Compensatory Time** - Compensatory time off shall be scheduled within the Counselor's contractual work year.

## E. Nursing Faculty

1. **Work Year** – Full-Time Faculty Members employed on a ten (10) month contract are required to be available from the Wednesday before Labor Day through Commencement to perform faculty professional duties.
2. **In-load Credit Assignment** - Nursing Faculty shall be assigned to teach fifteen (15) semester credits during the Fall semester and fifteen (15) semester credits during the Spring semester to fulfill his/her maximum credit assignment. The maximum in-load credit assignment for Nursing Faculty is based on a distribution of classroom, college laboratory, and clinical laboratory schedules. Example:

5 hours of classroom and/or college laboratory teaching

9 hours of clinical teaching \*

2 hours for patient assignment/research \*

It is recognized that Nursing Clinical Laboratories shown above are on a 1:1 ratio.

3. **Overload** - All credits taught in excess of the in-load maximum of thirty (30) shall be considered overload and shall be reimbursed at the current overload rate. Compensation for overload hospital nursing clinical assignments shall be: current overload rate times the number of clinical credits per course, plus two (2) credits for patient assignment/research.\* Whenever it is necessary to use an hourly pay rate to compensate

Nursing Faculty, the hourly rate shall be current overload rate divided by fifteen (15) hours times the number of hours worked.

\* When a clinical assignment is less than fifteen (15) weeks, the clinical/patient assignment hours will be calculated as follows:

- a. 15 weeks – number of weeks not in clinical = actual weeks worked
- b. Actual weeks worked x 9 hours/week = total hours worked
- c. Total hours worked / 15 hours per credit = number of credit hours worked

- 4. Teaching Schedule** - The teaching schedule for Nursing Faculty will be developed through a Nursing Faculty recommendation process, under direction of the Chief Nursing Officer. All schedules are subject to approval or disapproval by the Department Dean. 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 Full-Time Faculty Member to meet educational clinical objectives, such hours may be scheduled on an individual basis subject to the approval or disapproval of the Department Dean.
- 5. Course Preparations** - A Full-Time Faculty Member shall be assigned no more than three (3) separate course preparations per semester within load. Full-Time Faculty Members may accept course preparations, within load, in excess of three (3) per semester, at their discretion, should scheduling difficulties arise.
- 6. Schedule Changes** - A Nursing Faculty Member may accept, by mutual written agreement with the Department Dean, an adjustment between clinical and teaching hours.
- 7. Scheduling Restrictions** - A Nursing Faculty Member will not be reassigned, within an academic year, between senior and freshman instructional duties except by mutual written agreement with the Department Dean and only in the case of extenuating education circumstances.
- 8. Clinical Assignments** - Nursing Faculty Members shall be notified by the same dates as other Full-Time Faculty Members as to courses to be taught; i.e., class hours and content. Due to the changing availability of agencies for the related clinical experiences, clinical assignments may not be possible by the time periods of November 1st and June 1st. Every effort shall be made, however, to determine the clinical schedules by the times of the course content announcements.
- 9. Clinical Office Hours** - No more than two (2) of the five (5) required office hours shall be held in the clinical area. Therefore, three (3) hours per week of office time shall be

scheduled and posted at the College during times that students are available.

- 10. Clinical Lab Coverage** - In the event a Nursing Faculty Member is unable to be present in a clinical agency on a designated day, Faculty coverage shall be provided by the College for appropriate supervision in the agency.
  - 11. Full-Time Evening Nursing Stipend** - Due to additional time requirements and responsibilities, Nursing Faculty assigned to the full-time evening nursing positions will receive a stipend equal to four (4) credits per semester at the current overload rate, in addition to their annual base salary.
- F. Academic Advisement** - Full-time Faculty Members will assist in the College-wide advisement program. Each Full-Time Faculty Member shall be assigned no more than twenty-five (25) students for academic advising per semester.
  - G. Teaching Schedules** - Full-Time Faculty Members will be given their tentative teaching schedules for the Fall semester no later than May 1; and for the Spring semester, no later than November 1. Full-Time Faculty Members who teach in the summer session will be given their teaching schedules no later than April 15, subject to registration.
  - H. Release Time** - Release time credits may be counted to fulfill a Full-Time Faculty Member's in-load credit assignment with the prior written approval of the Department Dean and the Vice President of Academic Affairs.
  - I. Conventional Courses** - Development, periodic review, and revision of conventional courses of instruction are a part of the Full-Time Faculty Member'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 at the overload rate, on a prorated basis.
  - J. Posted Office Hours And Appointments With Students** – Full-Time Faculty Members shall be available a minimum of five (5) office hours per week, scheduled for the convenience of students. Full-Time Faculty Members may submit proposed office hours to the Department Dean no later than three (3) working days following the College's first class day of the semester. The Dean will then make office hour assignments. Office hours shall be posted prominently outside the entrance to Faculty offices and noted in course syllabi or as addenda to the syllabi. Syllabi and office hour postings will also contain the Full-Time Faculty Member's College email address, office phone number, and departmental phone number. In addition to the regularly scheduled office hours, Full-Time Faculty Members shall be available to students by appointment at a mutually convenient time.

- K. Submission of Grades** - Full-Time Faculty Members shall submit final grades as soon as possible but no later than seventy-two (72) hours after the conclusion of their last day of class. During the week following the Registrar's official posting of final grades for students, each Full-Time Faculty Member shall be available by both email and phone or as approved by the Department Dean.
- L. Attendance at College Functions** – Full-Time Faculty Members attending functions for which academic attire is required shall have the option of having attire provided by the College.
- M. Academic Calendar** - The current academic calendar will be available on the OCC web site.
- N. College Day** - Day classes begin at 8:00 a.m. and end at 6:00 p.m. Evening classes begin at 6:00 PM. and end at 10:30 PM.
- O. Secretarial Assistance** – The Board shall provide adequate secretarial service.
- P. Full-Time Faculty Member Facilities** - One or more rooms shall be adequately furnished for use as a Faculty lounge.
- Q. Full-Time Faculty Member Parking** - The College shall provide adequate, lighted, paved parking facilities for Full-Time Faculty Members at no charge. The College will determine and provide the parking identification system for Full-Time Faculty Members.
- R. Emergency Response Protocols**- The College will establish, periodically update, and distribute emergency response protocols and standard operating procedures for the main campus, the Southern Education Center, and all extension sites. The emergency response protocols and standard operating procedures will address College operations during day, evening, and weekend hours.
- S. Vacancies** – Professional job vacancies will be announced on the OCC website. All Full-Time Faculty Members who apply for positions will be notified of the disposition of their applications in a timely manner.
- T. Reassignment from Administration to Faculty Status** - A Full-Time Faculty Member who assumes an administrative position and subsequently returns to Faculty status shall resume all rights and privileges of his/her Faculty status without interruption.
- U. Academic Freedom** - See Appendix A.
- V. Field Trips and Full-Time Faculty Member Travel** - A field trip shall be defined as an

educational activity, which requires students and/or Faculty to leave the campus. Faculty authorized for travel shall receive mileage reimbursement at the current Internal Revenue Service rate.

**W. Appendices** - Attached to 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: Sabbatical Leave Contract
- Appendix D: Application for Reduced Load Contract
- Appendix E: Reduction In Force (RIF) Procedures
- Appendix F: Extra Duty Positions and Pay Schedule
- Appendix G: Memorandum of Understanding

## **ARTICLE VI FULL-TIME FACULTY MEMBER BENEFITS**

- A. Paid Sick Leave** - At the beginning of each academic year, each Full-Time Faculty Member shall be credited with seventy (70) hours to be used for all absences during all academic sessions caused by illness or physical disability of the Full-Time Faculty Member. A whole day's absence will be reported as seven (7) hours if the Full-Time Faculty Member is scheduled to teach two (2) or more sections. In the event a Full-Time Faculty Member works a portion of a workday, or less than two (2) sections, the absence will be reported as three and one-half (3.5) hours. All Full-Time Faculty Member absences shall be reported to the Department Dean on the standard Absence Reporting Form. Full-Time Faculty Members using sick leave will contact their Dean, when feasible, prior to the scheduled work time.
- B. Compensation for Class Coverage** - Teaching Full-Time Faculty Members shall be expected to provide class coverage for absent colleagues in emergencies for the first three (3) consecutive days of such absences and shall be compensated at the overload rate for such service rendered after the third consecutive day.
- C. Paid Bereavement Leave** – Paid leave up to four (4) days will be allowed in the case of death in a Full-Time Faculty Member'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.
- D. Paid Personal Leave** – Reasons for personal leave absences must be submitted in writing. Requests for personal leave shall be made at least twenty-four (24) hours in advance of the



anticipated leave except in an emergency.

Up to twenty-one (21) hours per year of personal leave are awarded for matters that cannot be cared for in a Full-Time Faculty Member's free time. Personal leave can only be used in whole or half day increments. A whole day's absence must be reported as seven (7) clock hours. In the event a Full-Time Faculty Member works a portion of a workday and is approved to use personal leave time for any portion of the day, the absence must be reported as three-and-a-half (3.5) clock hours.

Seven (7) clock hours of unused personal leave will convert to sick leave. Any remaining unused personal hours will be carried over to the following year as personal leave. If not required and used in the subsequent year, the extra personal leave hours will be removed from the Full-Time Faculty Member's ongoing record.

Request forms are to be submitted directly to the Department Dean. The Dean will review the request form for accuracy and completeness. The Dean will acknowledge the request by signature and forward it to the Vice President of Academic Affairs.

Request for personal leave must include a "check off" of one of the following reasons on the request form: "Family Matter," "Legal Matter," "Home Emergency/Repair," "Personal Matter Requiring Travel." The Administration will not seek to intrude unduly into the private or personal affairs of Full-Time Faculty Members regarding requests for personal leave.

Personal leave may not be used for absence from Colloquia or Commencement. Absence from these events requires advance approval from the Vice President of Academic Affairs.

The signature of the Vice President of Academic Affairs on the request form indicates approval that the request for leave meets Board policy #3710 and contract requirements for accuracy and completeness.

- E. Paid Legal Leave** - Full-Time Faculty Members shall be excused for jury duty or if they are subpoenaed as a third-party witness in court. The FAOCC President and Full-Time Faculty Members who are named parties in a PERC hearing may be granted one (1) additional personal day for attendance at each hearing. Whenever Full-Time Faculty Members are summoned for jury duty during scheduled classes, they shall immediately notify the Department Dean or Director. Full-Time Faculty Members called to jury duty shall be paid their contractual salary in addition to any fees received. All paid legal leave must be supported with appropriate documentation.
  
- F. Paid Extended Leave** - A Full-Time Faculty Member may submit a request for extended leave to the Executive Vice President of Finance and Administration for any of the above causes, in those cases where conditions warrant it. Extended leave may be approved by the

College President only on a case-by-case basis.

**G. Paid Sabbatical Leave** - The Board shall budget each year sufficient monies to support three (3) sabbatical leaves.

1. **Definition/Purpose** - Sabbatical leave is a plan for improving the College program by affording opportunity for professional growth. Such leave could be granted for the purpose of relevant study, research, travel, or for such other reasons that might contribute to the professional growth of the Full-Time Faculty Member, and thus enhance the College's program for the entire College community.
2. **Applications** - Full-Time Faculty Members interested in sabbatical leave shall submit an application to their Department Dean who will forward it to the Vice President of Academic Affairs not later than November 1st of the academic year preceding that 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 Full-Time Faculty Member believes his/her professional growth will be specifically enhanced by the proposed activity; (c) a statement of how the individual Full-Time 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), including evidence of matriculation if the purpose is to obtain a graduate degree, and (e) a signed sabbatical leave contract (Appendix C).
3. **Eligibility** - All Full-Time Faculty Members shall be eligible for sabbatical leave within the following limitations: (a) a Full-Time Faculty Member shall be eligible for sabbatical leave after employment for six (6) consecutive years at Ocean County College; (b) upon return from such leave, a Full-Time Faculty Member shall not again be eligible until he/she has completed at least six (6) additional years of employment at Ocean County College; (c) candidates whose applications are not approved may submit a new application in any subsequent year.
4. **Approval Procedures** - A Sabbatical Leave Review Committee shall be formed each year consisting of three (3) Full-Time Faculty Members and two (2) Administrators. Full-Time 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; and (c) the comparative value of each application for improving the College program.
5. **Committee Recommendations** - The Vice President of Academic Affairs shall submit to the College President not later than January 15th of each year the committee's

recommendation of the top three (3) candidates whose sabbatical leave programs are judged to have the greatest probability of improving the College program. All recommended requests for sabbatical leave must be approved by a majority of all members on the committee. The Vice President of Academic Affairs will forward the sabbatical leave applications with his/her recommendations to the President of the College.

6. Final Approval - The College President shall review all applications for sabbatical leave and the recommendations of the Sabbatical Leave Review Committee and the Vice President of Academic Affairs. The College President shall, no later than the March Board of Trustees meeting, make recommendations for sabbatical leave(s) for the subsequent year. Candidates whose applications are approved by the Board of Trustees shall be notified no later than April 1st of each year.
7. Terms and Conditions - The following terms and conditions shall be applicable to all approved sabbatical leaves:
  - a. Sabbatical Compensation - Sabbatical leave may be granted for either one-half (1/2) year at full salary, or one (1) full year at one-half (1/2) salary, or one (1) full year at full salary with the Full-Time Faculty Member teaching fifteen (15) credit hours over the two (2) semesters of leave. In no case shall the Full-Time Faculty Member be eligible for overload assignments during this sabbatical period.
  - b. Non-College Compensation – The purpose of sabbatical leave is to increase a Full-Time Faculty Member’s professional competence and usefulness to the College and not for the purpose of offering opportunities for increased income. During a sabbatical, a Full-Time Faculty Member will not be precluded from accepting grants, stipends, fellowships, foundation funds, or similar monies so long as they are specifically identified with graduate, post-graduate, or other professional study.
  - c. Service Commitment - Acceptance of a sabbatical leave obligates the recipient to return to service for at least two (2) years, or reimburse Ocean County College for all salary paid during the period of leave.
  - d. Sabbatical Leave Report - Recipients of sabbatical leaves shall submit, through the Vice President of Academic Affairs, to the President, a written report of their activities while on sabbatical. Reports for Fall semester sabbaticals shall be due not later than April 30 following the sabbatical. Reports for Spring semester and academic year sabbaticals shall be due not later than December 15 following the sabbatical.
  - e. Rights While on Leave - Recipients of sabbatical leave retain all rights as though they were in active employment, including: promotion; retirement benefits; tenure rights;



salary progression; and disability and medical insurance, as regulated by the Division of Pensions.

- H. Reduced Load Contracts** - For the purpose of professional development, a Full-Time Faculty Member with a minimum of seven (7) years of service at Ocean County College may apply for a reduced load.

A reduced load is defined as working less than fifteen (15) credits in either the Fall or Spring semester. The salary for the affected semester will be prorated accordingly.

1. **Instructional Plan** - Applicants for a reduced load contract should provide evidence that the leave is to be used to enhance their professional development. Applicants for a reduced load contract must submit a plan for how the reduced load instruction obligation will be fulfilled. This plan may include credit exchange arrangements in lieu of the salary reduction cited in Section H above. The plan shall be submitted to the Department Dean who shall forward the request with a recommendation to the Vice President of Academic Affairs for approval or disapproval.
  2. **Application** - Eligible Full-Time Faculty Members must make application by submitting Appendix D to their Department Dean a year in advance in order to provide the College with sufficient lead time in recruiting a suitable replacement.
  3. **Duration** - A reduced load contract may be granted for either one-half (1/2) year or for one (1) full year with the Full-Time Faculty Member teaching agreed upon credit hours over two (2) semesters. Salary will be prorated accordingly as indicated above.
  4. **Limitations** - The opportunity for a reduced load contract shall be limited to a maximum of five-percent (5%) of the eligible Full-Time Faculty Members each year, subject to the approval of the Vice President of Academic Affairs. Reduced load contracts shall not be granted to the same Full-Time Faculty Member more than once in seven (7) years. In no case shall the Full-Time Faculty Member be eligible for overload teaching assignments or extra pay stipends during any reduced leave contract period. The concept of a reduced load contract is interpreted to mean that the College will not incur any additional expense including the cost of providing fringe benefits to Full-Time Faculty Members or their replacements.
- I. Admission To Courses** - Full-Time Faculty Members shall be granted free tuition for any courses offered by the College. Full-Time Faculty Members' dependents are to be granted free tuition for any courses offered by the College. Dependents are defined as those members of the Full-Time Faculty Member's family certified as dependents for medical benefits with the College. Tuition will be waived for a maximum of thirty (30) credits per academic year, per dependent. An academic year is defined as September 1 through August 31.

The Full-Time Faculty Member is responsible for payment of course fees at the time of registration. The prevailing College drop for non-payment policy shall be applied if course fees are not paid at the time of registration. The prevailing College policy for refunds shall be applied to the refund of course fees to the Full-Time Faculty Member in cases where courses are dropped within the time limits defined by the refund policy.

This benefit will extend to the surviving children dependents (as described above) of a deceased Full-Time Faculty Member who was employed at the time of death but is limited to a maximum of thirty (30) credits per dependent, per academic year. This benefit is to terminate upon the end of five (5) years from the August 31st following the death of the Full-Time Faculty Member, or upon the twenty-second (22nd) birthday of the surviving dependents. In no case will this benefit be terminated during the course of an academic semester in which the dependent is actively enrolled.

### **International Education Credit and Non-Credit Courses**

To participate in Ocean County College International Education credit courses, Full-Time Faculty Members or their dependents shall submit applications in the same manner that applications for tuition waivers are submitted for other credit courses offered by Ocean County College. International Education courses shall be subject to the same approval process as other credit courses offered by Ocean County College. OCC International Education courses taken on an "audit" basis are credit courses not eligible for funding.

For non-credit International Education, properly approved and enrolled Full-Time Faculty Members and dependents 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. Full-Time Faculty Members and their dependents will initially pay all tuition, college/student fees, and lab and other such charges. After courses are completed and after all direct per capita expenditures have been identified, the Full-Time Faculty Member will receive a refund of the difference between the applicable direct expenditures and amounts previously paid by the Full-Time Faculty Member. It is understood by all 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 will be reduced by the amount of any other form of payment made to the Full-Time Faculty Member or dependent as a direct result of the Full-Time Faculty Member or dependent taking the International Education credit course. Examples of such payments include professional development funds, travel reimbursement, and scholarships.

**NOTE:** *Funding for International Education is suspended for the duration of this Agreement.*

**J. Continuing and Professional Education Waivers** - Full-Time Faculty Members and their dependents will be admitted to Continuing and Professional Education courses free of tuition up to a maximum of \$500 per fiscal year per family. The Full-Time Faculty Member will be responsible for the payment of all direct costs for Continuing and Professional Education courses and Credit by Examination at the time of registration. Direct costs as defined by the Continuing Education Programs must be paid in full at the time of registration and will not be waived.

**K. Graduate Tuition Reimbursement** - The College will provide tuition reimbursement, up to the prevailing Rutgers graduate tuition rate, for graduate-level courses taken at any regionally accredited institution of higher education or approved foreign institution of higher education as approved by the Vice President of Academic Affairs. Full-Time Faculty Members taking courses at foreign institutions of higher education will request tuition reimbursement approval from the Vice President of Academic Affairs prior to the Full-Time Faculty Member's enrollment.

Reimbursement shall be provided for up to twelve (12) graduate credits per Full-Time Faculty Member per academic year for courses of study in the Full-Time Faculty Member's field of specialization or field in which he or she renders service to the College. The academic year extends from September 1 through August 31. Full-Time Faculty Members shall submit requests for tuition reimbursement to Department Deans, who will forward the request with their recommendation to the Vice President of Academic Affairs. The Vice President of Academic Affairs will review the request. The Vice President of Academic Affairs will give the Full-Time Faculty Member the reasons when requests are denied. Reimbursement will be made to Full-Time Faculty Members who have received approved graduate credit for their course work and who have submitted proof of tuition payment and passing grade transcripts to the Human Resources Department within six (6) months of the end of the semester the course was taken. Doctoral candidates seeking reimbursement for dissertation credits will show proof of tuition payment and the appropriate grade to indicate satisfactory progress.

**L. Undergraduate Tuition Reimbursement** - The College will provide tuition reimbursement up to the prevailing Rutgers undergraduate rate for undergraduate coursework taken at any regionally accredited institution of higher education or approved foreign institution of higher education. Full-Time Faculty Members taking undergraduate courses at foreign institutions of higher education shall request tuition reimbursement approval from the Vice President of Academic Affairs prior to the Full-Time Faculty Member's enrollment. For each academic year, undergraduate coursework reimbursement shall be limited to twenty-four (24) credits for the entire Faculty unit and no more than two (2) courses per Faculty member. The academic year extends from September 1 through August 31. Application for approval and reimbursement shall be in accordance with Section K above. Full-Time Faculty Members shall be limited to taking courses in their field of specialization or to courses which will

improve their professional performance in their teaching field. Reimbursement will be made to the approved Full-Time Faculty Members who have received approved undergraduate credit for their course work and who have submitted proof of tuition payment and passing grade transcripts to the Human Resources Department within six (6) months of the end of the semester the course was taken.

- M. Full-Time Faculty Member Schedules** – Full-Time Faculty Members may request a scheduling accommodation to attend classes of higher education at their own expense. The Department Dean may recommend the scheduling accommodation to the Vice President of Academic Affairs for approval or disapproval.
- N. Interest-Free Loans** - Full-Time Faculty Members may secure an interest-free loan against their current combined base salary for the purpose of pursuing additional graduate study. Full-Time Faculty Members must submit evidence with the loan application that they are registered for graduate study in a regionally accredited institution of higher education or approved foreign institution of higher education to be eligible to receive an interest-free loan. A maximum of five percent (5%) of a Full-Time Faculty Member's base salary may be owed at any one time. Such advances shall be made only during the period when the Full-Time Faculty Member is actively employed and shall be limited to two (2) such advances during a budget year. The total amount advanced shall be repaid by equal salary deductions over the balance of the Full-Time Faculty Member's current year contract. Upon termination of employment, any unpaid portion of a loan shall become immediately due and payable, and shall be deducted in full from the Full-Time Faculty Member's final salary check.
- O. International Education** - The College will annually budget \$6,000 to support Full-Time Faculty Members' participation in non-credit International Education opportunities in their field of specialization or on a topic that will improve their professional performance. No more than ten (10) Full-Time Faculty Members per academic year will be approved for non-credit International Education opportunities. The amount awarded will vary per participant from a minimum of \$600 to a maximum of \$1,000, depending on the number of participants, but will not exceed \$6000 total in any fiscal year. Reimbursement shall be limited to one (1) such opportunity per Full-Time Faculty Member per three (3) year period. Full-Time Faculty Members who participate in such activities shall be responsible for all other expenses. Full-Time Faculty Members who participate in such activities shall be responsible for providing coverage for all assigned classes by other qualified Full-Time Faculty Members. Non-credit International Education funding shall not be utilized to underwrite expenses for Article VI, Sections I, K, and L and vice versa. Full-Time Faculty Members shall submit requests for International Education Seminars on a timely basis to Department Deans who will forward requests with their recommendations to the Vice President of Academic Affairs. In the event the request is denied, the Vice President of Academic Affairs will provide the Full-Time Faculty Member with a statement of reasons for the denial.



**NOTE:** *Funding for International Education is suspended for the duration of this Agreement.*

- P.** Individual Benefit Option Plan - Each Full-Time Faculty Member is eligible to receive \$500 in his/her individual benefit option plan (BOP) for each year of the current labor agreement with the exception of the 2014-2015 and 2015-2016 academic years. BOP was paid out in 2014-2015 in accordance with the expired agreement and no BOP contribution for 2014-2015 will be paid under this agreement. OCC shall contribute \$150 towards each Member's BOP for the 2015-2016 academic year and \$500 for each of the following academic years. Proof of payment must be submitted with each reimbursement request. To be eligible for reimbursement, the item/service must be identified as a non-taxable benefit in accordance with the Internal Revenue Service (see Publication 15B) – Employers Guide to Tax Benefits.

Requests for reimbursement under the BOP program will be processed during the months of: September, November, February, and June. If requests are received in interim months, the requests will be processed in the next eligible processing month. All requests for use of BOP funds must be submitted in the fiscal year in which the expense is incurred.

Third party payments for conference/seminar registration costs will be processed as needed and are subject to the approval of the Department Dean, the Vice President of Academic Affairs, and the Executive Vice President of Finance and Administration. Expenses incurred for travel, mileage, meals, and/or lodging are reimbursed in accordance with the prevailing business policies of the College. Listed below are the eligible categories under the individual BOP:

Professional Development is defined as education, training, tuition expenses (which exceed the reimbursement rate as set forth in Article VI, Sections K and L), an internet service provider, hardware, software, peripherals and other items that are directly related to the Full-Time Faculty Member's profession. The contribution by the College of BOP funds for the purchase of computer equipment shall not exceed \$500. All computer software purchases shall be submitted to I.T. for logging and virus screening.

Uncovered Medical, Dental, Optical, or Other Health Related Expenses may be reimbursed provided these expenses are considered allowable non-taxable benefits by the Internal Revenue Service (see Publication 15B – Employers Guide to Tax Benefits). Proof that the expense is not covered by the insurance carrier must be submitted with the reimbursement request.

- Q.** **Instructional Innovation Grants** - The College will budget \$14,000 per fiscal year to fund Instructional Innovation Grants (IIG's). All Full-Time Faculty Members are eligible to apply individually or as teams to the Vice President of Academic Affairs for an Instructional Innovation Grant (IIG). The Vice President will publish Instructional Innovation Grant guidelines and use a peer review process in recommending the grants. Full-Time Faculty

Members are eligible for only one (1) grant per semester (summer constitutes a semester) and must complete the grant-funded project before applying for another grant. Grants will be awarded at the overload rate up to a maximum of four (4) credits per grant. Each credit requested shall be equated as thirty five (35) clock hours of project work. Instructional Innovation Grants are not intended to replace curricular and/or instructional activities which are considered to be a regular responsibility of a Full-Time Faculty Member. The Vice President of Academic Affairs will approve or disapprove all Instructional Innovation Grants.

- R. Health Insurance** – Full-Time Faculty Members shall contribute to their health care premiums a percentage of the actual premium for the plan selected in accordance with current New Jersey legislation.
- S. Dental Insurance** - The Board will provide full premium coverage for the Full-Time Faculty Member portion of the dental plan. The Board will provide for the coverage of the dental premium for dependents up to a maximum of twenty-seven dollars and sixty-two cents (\$27.62) per month. Dependent premium costs in excess of the maximum shall be subject to payroll deduction. Each Full-Time Faculty Member may choose any plan offered.
- T. Maternity Leave** - A maternity leave is to be regarded the same as any other medical disability. Any leave granted under this section shall be inclusive of any State/Federal mandated FMLA leave.

No later than the fifth (5<sup>th</sup>) month of pregnancy, the Full-Time Faculty Member shall notify the Assistant Vice President of Human Resources, in writing, of the condition of pregnancy and plans of continuing employment or taking a maternity leave of absence. Notification of the pregnancy will be accompanied with a statement from the treating physician. The treating physician's statement must include the condition of pregnancy, the anticipated delivery date, and the anticipated date that the Full-Time Faculty Member is able to continue normal job duties. As the pregnancy progresses, date changes in the ability to work may also change upon written verification of the treating physician.

Accumulated sick leave, pursuant to NJSA 18A:30-1 et. seq., may be used at the option of the Full-Time Faculty Member.

The Full-Time Faculty Member shall be placed at the same position on the salary schedule they would have attained had they been continuously employed by the College during the disability or maternity leave period.

- U. Disability Program** - The College shall provide, at no expense to the employee, a temporary disability income plan for Full-Time Faculty Members who are absent from work during the Fall or Spring semesters due to prolonged serious illness/injury. This program is offered as a substitute for participation in the New Jersey Disability program. The terms of the College

program will be no less than those of the New Jersey Disability program.

Disability is defined as an absence from work, due to sickness or injury, not caused by the Full-Time Faculty Member's job. The maximum amount of disability leave is twenty-six (26) calendar weeks. The Full-Time Faculty Member must be disabled a minimum of seven (7) calendar days before disability leave can begin. Any available sick leave must be used prior to being placed on a disability leave of absence. The Full-Time Faculty Member will be required to complete and submit a NJ State Disability Form prior to approval for disability leave.

Disability payments shall cease when the Full-Time Faculty Member returns to work, or the Full-Time Faculty Member leaves employment with the College, or the Full-Time Faculty Member qualifies for permanent disability under the New Jersey Division of Pensions, or the disability benefit is exhausted.

Full-Time Faculty Members must submit medical verification of their ability to perform the essential functions of their position prior to returning to work in accordance with the Americans with Disabilities Act. Any requests for accommodations must be submitted to the Assistant Vice President of Human Resources at least three (3) days prior to the recommended return to work date.

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

## **ARTICLE VII GRIEVANCE PROCEDURE**

- A. Definitions** - For the purpose of this Agreement, the term "grievance" shall mean a violation concerning the meaning and application of the provisions of this Agreement and/or the alleged violations of any promulgated rules, procedures, or policy of the Administration or Board of Trustees affecting terms and conditions of employment. For the purpose of this grievance procedure, the FAOCC, a Full-Time Faculty Member, or a group of Full-Time Faculty Members may file a grievance and shall be referred to as the "grievant." An "FAOCC Grievance" shall be defined as a grievance filed by the officers of the FAOCC which specifically seeks to enforce a term or condition of the current Agreement. "Working days" is defined as Monday through Friday throughout the year.
  
- B. Step 1 (Informal Meeting)** - The grievant has twenty-five (25) working days from the time the grievant becomes aware of the event(s) giving rise to the grievance to schedule a meeting

with his/her immediate supervisor. The grievant must identify the purpose of the scheduled meeting, in writing, as the “informal” first step of the grievance process and must be present at Step 1. A representative of the FAOCC may also be present and represent the grievant.

- C. Step 2 (Formal Meeting with the President or President’s Designee)** - If the parties cannot agree upon an informal resolution at Step 1, the grievant has twenty-five (25) working days in which to file a formal written grievance with the President or the President’s designee. The President or designee(s) will respond within twenty-five (25) working days of receipt of the written Step 2 grievance notice. If a Step 2 hearing is scheduled, the grievant must be present. A representative of the FAOCC may also be present and represent the grievant.
- D. Step 3 (Formal Meeting with the Board of Trustees Grievance Committee)** - If no formal resolution is achieved at Step 2, the grievant has twenty-five (25) working days to file a written grievance appeal to the Board of Trustees. Such appeals shall be delivered to the Board via the Office of the President. The Board will schedule a meeting with the grievant not later than twenty-five (25) working days following receipt of the written grievance. The grievant must be present at the Step 3 meeting. A representative of the FAOCC may also be present and represent the grievant. The position of the Board of Trustees on the grievance will be communicated, in writing, to the grievant not later than twenty-five (25) working days following the next regularly scheduled Board meeting.
- E. Step 4 (Arbitration)** - The FAOCC has the right to file a request for binding arbitration with the Public Employee Relations Commission. The petition, with a copy to the College President, shall be filed not later than twenty-five (25) working days following the Step 3 response. The FAOCC and the College will mutually bear the PERC-related cost of arbitration
- F. Deadlines** – Deadlines may be extended by mutual written agreement.

## **ARTICLE VIII COMPENSATION**

### **A. Salary Ranges**

The following minimum and maximum salary ranges will be in effect throughout the contract term:



	<b>FY14</b>		<b>FY15</b>		<b>FY16</b>		<b>FY17</b>		<b>FY18</b>	
<b>Instructor Range</b>	43,324	83,280	44,482	84,438	45,741	85,697	47,073	87,029	48,481	88,437
<b>Asst Prof Range</b>	46,107	93,280	47,265	94,438	48,524	95,697	49,856	97,029	51,264	98,437
<b>Assoc Prof Range</b>	48,889	103,280	50,047	104,438	51,306	105,697	52,638	107,029	54,046	108,437
<b>Professor Range</b>	51,672	123,280	52,830	124,438	54,089	125,697	55,421	127,029	56,829	128,437

In the year in which a Full-Time Faculty Member's salary would exceed the maximum of the range if the annual flat dollar amount were applied in full, the annual salary adjustment will increase the salary to the maximum of the range or \$750, whichever is greater. Once a Full-Time Faculty Member has reached or exceeded the maximum of the range, the salary will be increased a flat \$750 in lieu of the annual amount.

**B. Annual Salary Increases**

The annual salary of each Full-Time Faculty Member will be increased by a flat dollar amount on the identified effective date as follows:

<b>Effective Date</b>	<b>Flat \$ per Member</b>	<b>\$2000 Divided Over 5 Yrs</b>	<b>\$350 from BOP</b>	<b>Flat \$ + \$400 + \$350 per Member</b>
September 1, 2014	\$ 1,030	\$ 400	\$ 350	\$ 1,780
September 1, 2015	\$ 1,152	\$ 400	\$ 350	\$ 1,908
September 1, 2016	\$ 1,253	\$ 400	\$ 350	\$ 2,043
September 1, 2017	\$ 1,318	\$ 400	\$ 350	\$ 2,117
September 1, 2018	\$ 1,386	\$ 400	\$ 350	\$ 2,194
<b>Total</b>	<b>\$ 6,139</b>	<b>\$ 2,000</b>	<b>\$ 1,750</b>	<b>\$ 10,042</b>

**Ratification Stipend**

Upon ratification of the Agreement by both the FAOCC and the Board of Trustees of Ocean County College, each Full-Time Faculty Member as of the date of Board approval will receive a ratification stipend in the amount of \$1,000. This stipend will not become part of the base salary of the Full-Time Faculty Member.

**C. Payday Schedule** - Full-Time Faculty Members shall be paid on a bi-weekly basis,

commencing with the first scheduled College-wide payday of the contract year and ending with the last scheduled College-wide payday of the contract year for each Full-Time Faculty Member. If variation in the payday schedule is necessary due to the calendar, mutual agreement shall be reached between the FAOCC and the Executive Vice President of Finance and Administration and communicated to all Full-Time Faculty Members on a timely basis.

Beginning in FY 2008, Full-Time Faculty Members may choose to be paid over twelve (12) months.

**D. Withholding Pay Adjustments and Longevity Awards** - The College may withhold, for inefficiency, incapacity, conduct unbecoming a Full-Time Faculty Member, or other good cause, any pay adjustment or longevity award of any Full-Time Faculty Member in any year, by a majority vote of all the members of the Board. The Board, through the Office of the President, shall give notice of such intention no later than the issuance of the Full-Time Faculty Member's individual employment contract.

**E. Overload Rate** - The universal overload rate of pay shall be effective the Fall Semester, as follows:

2014-15	\$805 per credit
2015-16	\$850 per credit
2016-17	\$875 per credit
2017-18	\$900 per credit
2018-19	\$925 per credit

**F. Longevity Awards** – Full-Time Faculty Members whose initial employment begins in the Fall semester, 2006, or after, are eligible for longevity awards of seven hundred twenty-five (\$725.00) dollars upon the sixth (6<sup>th</sup>), twelfth (12<sup>th</sup>), eighteenth (18<sup>th</sup>), twenty-fourth (24<sup>th</sup>), thirtieth (30<sup>th</sup>), thirty-sixth (36<sup>th</sup>), and forty-second (42<sup>nd</sup>) anniversary date of full-time employment at Ocean County College.

Following conversion to the six-year cycle, Full-Time Faculty Members employed prior to the Fall semester, 2006, are eligible for longevity awards of seven hundred twenty-five (\$725.00) dollars on their sixth (6<sup>th</sup>), twelfth (12<sup>th</sup>), eighteenth (18<sup>th</sup>), twenty-fourth (24<sup>th</sup>), thirtieth (30<sup>th</sup>), thirty-sixth (36<sup>th</sup>), and forty-second (42<sup>nd</sup>) anniversary date of full-time employment at Ocean County College. Conversion to the six-year cycle will be calculated as follows: a) Full-Time Faculty Members who have not yet received a longevity increase will receive their initial longevity increase in their sixth (6<sup>th</sup>) year of employment; and b) Full-Time Faculty Members who have received at least one longevity increase will receive their next longevity increase in the sixth (6<sup>th</sup>) anniversary year following their last longevity increase.

For purposes of annual increases and promotions, longevity awards carried forward will not be subtracted before the application of salary. Longevity awards for employees entering the Faculty unit from other job classifications shall be prospective only. Retroactive longevity awards shall not be awarded for Faculty Members who have received longevity awards in other job classifications.

Longevity awards will be paid in one payment of \$725 and will be added to base salary.

- G. Individual Student Independent Study Projects** - Full-Time Faculty Members shall be compensated at the overload rate of pay for Independent Study Projects. The rate of compensation shall be one (1) credit per student project. Full-Time Faculty Members may undertake an independent study project with a student for academic credit, provided the project's academic discipline is approved for independent study. Such projects shall not be utilized to fulfill a Full-Time Faculty Member's in-load teaching requirements. Guidelines for independent study projects shall be established by all instructional departments. The academic content and the credit hours to be earned by the student shall be in the form of a written plan, agreed to by the Full-Time Faculty Member, the student, and approved by the Department Dean. Honors Program Independent Study Projects (HON 293 and HON 294) shall be in accordance with the academic guidelines established by the Honors Committee.
- H. College Bookstore Discount** - All Full-Time Faculty Members shall be given a ten percent (10%) discount on all purchases in the College Bookstore.
- I. Payment for Coordinators/Directors** - The College reserves the exclusive right to define job descriptions and reporting relationships for any Coordinator position, Director position, and for all positions listed in Appendix F. Any changes in job responsibilities shall necessitate a re-negotiation of the credit value prior to implementation of those changes. The scheduling of said extra duty work is the prerogative of the College. However, such scheduling shall only occur after a conference is held between the Coordinator or Director and his/her supervisor. Coordinators/Directors shall be compensated according to the chart below, unless otherwise negotiated in accordance with Article II, Section E. Coordinators/Directors do not abnegate their right to overload, as covered in this Agreement.

	Release Time		Paid Credits
	Fall Semester	Spring Semester	Summer Semesters
<b>Coordinator/Director</b>			
Coordinator of Business Studies	2.0	2.0	
Coordinator of Chinese Studies	3.0	3.0	3.0
Coordinator of Computer Science	3.0	3.0	2.0
Coordinator of Criminal Justice Program	3.0	3.0	
Coordinator of Developmental English	6.0	3.0	

Coordinator of English	6.0	3.0	2.0
Coordinator of Fine & Performing Arts	6.0	6.0	2.0
Coordinator of Fire Science	1.0	1.0	
Coordinator of Health & Human Performance	6.0	6.0	3.0
Coordinator of Honors Program	3.0	3.0	4.0
Coordinator of International Education	3.0	3.0	2.0 or 4.0 *
Coordinator of Legal Studies	1.0	1.0	
Coordinator of Mathematics	6.0	6.0	2.0
Coordinator of Science	6.0	6.0	2.0
Coordinator of Social Science	6.0	6.0	3.0
Director of Concert Band	3.0	3.0	
Director of Summer Musical			2.0 or 3.0 *
Director of Summer Play			3.0
Gallery Coordinator	1.5	1.5	
Chief Nursing Officer	4.5	4.5	
Director of Theater Company	4.0	4.0	4.0
Director of Community Chorus	3.0	3.0	3.0

\* The exact credit value shall be determined by the program supervisor, subsequent to consultations with the incumbent regarding the anticipated summer workload.

- J. Payment for Unused Sick Leave** – A Full-Time Faculty Member who has ten (10) or more years of continuous service at Ocean County College and retires from Ocean County College shall be eligible to receive payment for up to fifty percent (50%) of his/her accrued unused sick leave at his/her then current per diem, not to exceed the maximum amount set forth below. Full-Time Faculty Members who are dismissed for cause by the Board of Trustees shall not be eligible for payment of unused sick leave. In the event a person is re-employed by the College, sick leave which has been previously paid shall not be reinstated. The maximum unused sick leave payout will be as follows:

2014-15 \$16,500 Maximum  
2015-16 \$16,500 Maximum  
2016-17 \$16,500 Maximum  
2017-18 \$16,500 Maximum  
2018-19 \$16,500 Maximum

- K. Per Diem Standards** – Per diem for Full-Time Faculty Members employed on ten (10) month contracts shall be calculated by dividing the combined base salary by two hundred seventeen (217) days.
- L. Direct Deposit** - All Full-Time Faculty Members are required to use direct deposit for their paychecks and may select any number of financial institutions for this purpose. Full-Time

Faculty Members must complete a direct deposit form and provide a voided or cancelled check for the direct deposit to be processed.

## **ARTICLE IX PROMOTION**

**A. Full-Time Faculty Member Promotion Guidelines** - The College will budget annually sufficient monies to fund promotions for ten percent (10%) of the total number of Full-Time Faculty Member positions. The number of annual promotions may not exceed the funds budgeted, except as the President decides to recommend individuals whose services to the College warrant special consideration. Candidates for promotion must meet all the minimum requirements and comply with the procedures as provided in College Policy. Final decision for promotion rests with the Board. Recommendations for promotion come to the Board from the President of the College. The Board shall not withhold promotions pending settlement of a successor agreement with the FAOCC. Full-Time Faculty Members desirous of promotion are subject to the criteria and guidelines set forth in College Policy #3118.

**B. Promotion Committee Membership, Deadlines, and Procedures**

1. The Promotion Committee consists of a total of ten (10) voting members from the following areas:

- The Chair of the Promotion Committee (Department Dean or Assistant VP appointed by the Vice President of Academic Affairs)
- FAOCC Faculty representatives (two members appointed by the FAOCC president)
- English and Literature (one member elected by the department)
- Science and Engineering (one member elected by the department)
- Health Science and Human Performance (one member elected the department)
- Social Science, Education, Public Service (one member elected by the department)
- Mathematics (one member elected by the department)
- Humanities, Fine Arts, and Media Services (one member elected by the department)
- Business, Economics, and Computer Science (one member elected by the department)

2. Promotion Deadlines and Procedures:

**October 1:** The candidate sends the promotion application with documentation supporting the threshold criteria (e.g., transcripts and other documents) for promotion to the Department Dean. The Dean assesses the application for completeness and forwards the application and documentation to the Vice President of Academic Affairs.

**October 8:** The Vice President of Academic Affairs reviews the promotion application

and determines (a) the relevance of graduate credits and of a second Master's degree, (b) whether or not professional experience acquired outside of the classroom, related to the candidate's discipline, may be substituted for graduate credit, and (c) the accuracy of the Department Dean's preliminary assessment. Once these steps are completed, the Vice President of Academic Affairs will certify in writing whether or not the credentials meet the threshold requirements.

**October 15:** The Vice President of Academic Affairs establishes the Promotion Committee.

**November 1:** Each candidate sends a *promotion portfolio* to the Department Dean. The Dean reviews the portfolio and consults with the candidate. The Dean will inform the candidate of the Dean's recommendation to the Promotion Committee. If the Department Dean does not recommend the candidate, the candidate will have the option of withdrawing the application or submitting the portfolio to the committee without the Dean's recommendation. If the candidate elects the latter option, the place in the portfolio for the Dean's recommendation shall be blank.

**November 8:** Department Deans ensure that promotion portfolios (including the applications for promotion) are in the Office of the Vice President of Academic Affairs.

**November 15:** Portfolios are ready for review by the Promotion Committee and the Vice President of Academic Affairs. The Chair schedules the committee meetings.

**February 15:** Committee will recommend or not recommend candidates for promotion. Each committee member will consider all relevant information and individually review and evaluate each portfolio. Each candidate will be recommended on the basis of the criteria for the academic rank for which the candidate is applying. After the committee reviews the portfolios, the committee will meet informally with each candidate who has checked the YES box on the application for promotion. The primary purpose of the meeting is (a) to permit the candidate to expand on any item(s) in the portfolio, and (b) to permit the committee to seek clarification of any item(s) in the portfolio. Should neither of the above be deemed relevant, the meeting may be waived by mutual consent of the committee and the candidate.

**March 1:** The Vice President of Academic Affairs will: (a) review the promotion portfolios and the Committee's written recommendations with the Department Deans, (b) forward the Vice President of Academic Affairs' written recommendations to the President, (c) forward the committee recommendations to the President, and (d) notify in writing all candidates not recommended by the committee or the Vice President of Academic Affairs or both, outlining area(s) which the candidate should strengthen.



**April 15:** The President will: (a) review the Committee recommendations, (b) review the Vice President of Academic Affairs' recommendations, and (c) forward the President's recommendations to the Board.

**April Board Meeting:** The Board acts on the President's recommendations.

**April 30:** Final candidates recommended by the Promotion Committee, but not recommended by the President, shall be notified in writing stating the reasons(s) for the President's decision.

**May 15:** All final candidates for promotion shall be individually notified in writing of the Board's decision.

**C. Compensation for Promotion**

The following flat dollar amounts will be added to base salary of promoted Full-Time Faculty Members, effective September 1, 2015:

<b>From</b>	<b>To</b>	<b>Amounts</b>
Instructor	Assistant Professor	\$2400
Assistant Professor	Associate Professor	\$2600
Associate Professor	Professor	\$2800

**ARTICLE X  
PROFESSIONAL BEHAVIOR**

- A.** The Board recognizes that the NEA Code of Ethics of the educational profession, as it appears in Appendix B, is considered by the Association and its membership to define acceptable criteria for professional behavior.
- B.** Alleged breaches of discipline or of the Code of Ethics will be dealt with in line with the following procedure: All alleged breaches of discipline or of the Code of Ethics will be promptly referred to the Full-Time Faculty Member by the Department Dean for informal discussion and an attempt at resolution. In the event a violation of discipline/Code of Ethics arises in an area not associated with an academic department, the Vice President who has responsibility for the area in which the problem arises shall initiate an informal discussion with the Full-Time Faculty Member and his/her Department Dean. Should informal

discussion fail to resolve the problem, the aforementioned Vice President shall convene a formal meeting with the Full-Time Faculty Member, his/her appropriate Vice President, the complainant, appropriate Administrators, as well as other such persons deemed appropriate to the proceedings by the College or the Full-Time Faculty Member. If a formal meeting is convened, the Full-Time Faculty Member will be notified of the meeting and apprised in writing of the specific nature of the complaint a minimum of forty-eight (48) hours in advance of the formal meeting. The Full-Time Faculty Member will have the opportunity to have a representative of the FAOCC at any meeting dealing with an alleged breach of professional behavior. Either party shall be permitted to make a transcript of any meeting.

- C.** The College will take no action against the Full-Time Faculty Member during the forty-eight (48) hours cited above and will make every reasonable effort during said period to hold the matter in confidence.
- D.** The above procedure shall not preclude the use of the Grievance Procedure. Disciplinary actions that result from an Article X procedure may be appealed directly to the Board of Trustees at Step 3 of the Grievance Procedure. Decisions of the Board of Trustees may be submitted to binding arbitration through PERC, consistent with Step 4 of the Grievance Procedure. An Arbitrator's award may be appealed to a State Court of appropriate jurisdiction.
- E.** Whenever guilt is determined, the College and the FAOCC will use their best resources to correct breaches of professional behavior.
- F.** In the event the alleged violation also constitutes a violation of law, the above procedure shall not preclude either party from taking immediate action which it deems appropriate.
- G.** Neither party will be prevented from taking reasonable action deemed necessary for the maintenance of good order.

## **ARTICLE XI CONTRACTS AND DISMISSALS**

- A.** Each Full-Time Faculty Member shall receive an individual contract of continuing employment annually upon approval by the Board of Trustees. Contracts must be signed and returned to the Human Resources Department within fifteen (15) days of issuance.
- B.** Non-tenured Full-Time Faculty Members shall be notified by December 15th of each academic year if they will not be renewed. Full-Time Faculty Members who are employed on "temporary" contracts shall receive notice of non-renewal of their contract when they are



issued. When a Full-Time Faculty Member is notified that his/her contract will not be renewed, the Full-Time Faculty Member shall be given the opportunity to resign within thirty (30) days of the notification of non-renewal, with an effective date at the end of the designated date of the current contract.

- C. Reduction in Force (RIF)** - Reductions in force will be carried out in accordance with N.J.S.A. 18A:60-3 and N.J.A.C. 9A:7-2.1 et seq. In the event N.J.A.C. 9a:7-2.1 et seq. expires by legislative action, reduction(s) in force shall be carried out in accordance with the procedures set forth in Appendix E.

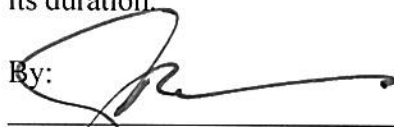
## **ARTICLE XII PATENTS AND COPYRIGHTS**

- A.** To promote the professional improvement of the Full-Time Faculty and at the same time to protect the full rights of the inventor or author, the College intends 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 Full-Time Faculty shall be resolved according to one of the following provisions:
1. Full-Time Faculty Members 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 Full-Time 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 Vice President of Academic Affairs or the Vice President of Student Affairs, the Executive Vice President of Finance and Administration, Department Dean, and three (3) Full-Time Faculty Members, one (1) of whom may be selected by the Full-Time Faculty Member inventor/author. The remaining two (2) Full-Time Faculty Members shall be selected from a standing committee of Full-Time Faculty Members. The Full-Time Faculty Members 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, through the President. The decision of the Board shall be transmitted to the Full-Time Faculty Member inventor/author in a timely manner.
  2. Full-Time Faculty Members 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 Full-Time 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 Full-Time Faculty Member and the College shall mutually agree to ownership rights and other special conditions.

**ARTICLE XIII  
RATIFICATION SIGNATURES**

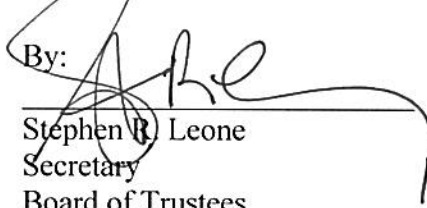
This agreement will be effective from September 1, 2014, and will continue in effect through August 31, 2019, unless the FAOCC and the College mutually agree in writing to an extension of its duration.

By: 

Carl V. Thulin  
Chair  
Board of Trustees

By: 

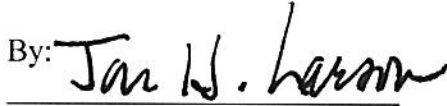
Dr. David Bordelon  
President  
Faculty Association

By: 

Stephen R. Leone  
Secretary  
Board of Trustees

By: 

Robert Furstoss  
Vice President  
Faculty Association

By: 

Dr. Jon H. Larson  
President  
Ocean County College

By: 

Neil Schiller  
Chief Negotiator

By: 

Sara Winchester  
Executive Vice President of Finance  
and Administration

By: 

Dr. Carol Brown  
Interim Vice President of Academic Affairs

Ratified by Board: 11-2-2015  
(date)

Ratified by FAOCC: 10/28/15  
(date)

## APPENDIX A

### Adapted from the A.A.U.P. Declaration of Academic Freedom

- A. Faculty members are entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties. Research undertaken for payment, should be based upon a prior understanding with the authorities of the institution.
- B. Faculty members are entitled to freedom in the classroom in discussing subjects without introducing controversial matters that have no relation to the subject matter.
- C. Faculty members are citizens, members of a learned profession, and officers of an educational institution. When speaking or writing as citizens, there should be no institutional censorship or discipline, but the special position of faculty members in the community imposes special obligations. As people of learning and educational officers, faculty members should remember that the public may judge the profession and the institution by their utterances. Hence, they 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 they are not institutional spokespersons.

## **APPENDIX B**

### **Code of Ethics**

*Adapted from the NEA 1975 Representative Assembly Code of Ethics*

#### **Preamble**

The faculty member, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The faculty member accepts the responsibility to adhere to the highest ethical standards.

The faculty member recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all faculty members and provides standards by which to judge conduct.

#### **PRINCIPLE I**

##### **Commitment to the Student**

The faculty member strives to help each student realize his or her potential as a worthy and effective member of society. The faculty member therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the faculty member--

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student's access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly—
  - a. Exclude any student from participation in any program

- b. Deny benefits to any student
  - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
  8. Shall not disclose information about students obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

## **PRINCIPLE II**

### **Commitment to the Profession**

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the faculty member shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions that attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the faculty member--

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
6. Shall not knowingly make false or malicious statements about a colleague.
7. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.





**APPENDIX D**  
**Ocean County College**  
**APPLICATION FOR REDUCED LOAD CONTRACT**

Name \_\_\_\_\_ Date \_\_\_\_\_

Proposed duration of **Reduced Load Contract**:

From: \_\_\_\_\_ To: \_\_\_\_\_

**PURPOSE:**

I understand that, in accordance with the Agreement, I

**Request a reduced load schedule for \_\_\_\_\_ credits in the Fall \_\_\_\_\_ semester**

**Request a reduced load schedule for \_\_\_\_\_ credits in the Spring \_\_\_\_\_ semester**

**Request a reduced load schedule for the \_\_\_\_\_ academic year as indicated above by each semester.**

**PROPOSED: PURPOSE OF REDUCED LOAD REQUEST:**

**Approvals/disapprovals:**

Department Dean: Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date \_\_\_\_\_

Vice President of

Academic Affairs: Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

President: Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_

Must be submitted to the Department Dean at least one year in advance of the expected reduced load contract.

**OCEAN COUNTY COLLEGE**  
**Faculty Association**  
**APPENDIX E**  
**REDUCTION IN FORCE (RIF) PROCEDURES**

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

**SCOPE AND PURPOSE** - These procedures will be used by the college when it becomes necessary to reduce the number of tenured faculty due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs. These procedures shall not apply to those persons laid off pursuant to non-renewal of contracts or early termination provisions.

**DECLARATION OF NEED FOR A REDUCTION IN FORCE** - The Board may declare the need for a reduction in force for the College.

**PLANS AND RECOMMENDATIONS** - Once the need for a reduction in force is declared by the Board, the President will present a plan and recommendations to the Board to implement the reduction in force.

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

**REVIEW OF RECOMMENDATIONS** - If the President's recommendations include the layoff of employees, the Board shall be guided by the following principles:

- (1) The determination by the Board as to which areas are to be reduced shall be based on academic or administrative considerations.
- (2) Consideration shall be given to foster those programs and functions which are of major enrollment significance at the College.
- (3) Layoff units need not be coincident with established departments or other subdivisions or units,

but may include identifiable programs or further subdivisions or specialties within academic programs or administrative functions as the Board may determine appropriate.

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

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

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

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

**NOTICE REQUIREMENTS; TIME PERIOD** - Upon determining the areas that may be affected by the layoff, the Board shall give notice to all faculty members subject to the proposed layoff two weeks before the formal Board action on layoffs. After formal Board action on reduction, the Board shall notify each employee who is to be laid off 120 days before the date of layoff for retrenchments of a fiscal crisis and 180 days before the date of layoff for retrenchments due to a natural diminution in the number of students in a program or a reduction in programs. Appeals of layoffs due to fiscal exigency under this section shall be given prompt consideration if requested.

**REEMPLOYMENT LISTS; GENERALLY –**

(1) With respect to reemployment rights of tenured faculty, the President shall establish a reemployment lists for academic positions, including the names and qualifications of all tenured faculty members on layoff status.

(2) The College shall not fill a vacancy in any faculty position in any layoff unit in which a layoff has occurred without first making a written offer of reemployment to those persons on the academic

reemployment list that the President believes, as a result of his academic judgment, are qualified to fill the position.

(3) In the event that two or more persons on an academic reemployment list are equally qualified for a single faculty position, the College shall give reemployment preference in reverse of the order in which they were laid off: i.e., last laid off, first rehired.

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

**REEMPLOYMENT LISTS; TIME PERIOD –**

(1) Faculty who are tenured on the date of layoff shall remain on the reemployment lists for a period of five years from the date of layoff or until reemployment rights are waived.

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

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

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

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

**OCEAN COUNTY COLLEGE  
FACULTY ASSOCIATION AGREEMENT  
APPENDIX F  
EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member appointed to a position listed below will be paid in accordance with the rate listed below. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

<b>POSITION TITLE</b>	<b>RATE OF PAY/CONDITIONS</b>
E.S.L. Advisor (summer program)	OL x 4 credits
Cooperative Education Faculty Advisor (includes faculty coordinator For Journalism students)	Minimum of two off campus visits. OL x 0.2 per student  No off campus job site visits. OL/15 x 2 x # of students
Cooperative Education Seminar Leader	OL/15 x 12 hours per semester
Humanities Seminar Leader	OL/15 x # hours worked
Faculty mentor for Minority Graduate Assistants	OL @ 1 credit Fall semester, 1 credit Spring semester
p/t Summer Librarian	OL/30 x # hours scheduled by Dean of Library Services
p/t Summer Counselor	OL/30 x # hours scheduled by Director of Counseling
Director of Concert Band	OL @ 3 credits Fall semester, 3 credits Spring semester
Intramurals Coordinator	\$15 per hour to a maximum of 150 hours for the Fall semester and 150 hours for the Spring Semester
Literary Magazine Advisor	OL/30 x # hours worked to maximum of 65 hours per academic year



Student Newspaper Advisor	OL/30 x # hours worked to a maximum of 201 hours per academic year
Viking Voice Advisor	OL/30 x # hours worked to a maximum of 180 hours per academic year
Coordinator of High School Swim Meets	OL/30 x # hours worked
Essay Reader (writing samples)	OL/30 x # hours worked
Planetarium Operator	1 <sup>st</sup> performance = OL/16 2 <sup>nd</sup> performance = OL/25

**OCEAN COUNTY COLLEGE  
FACULTY ASSOCIATION AGREEMENT  
APPENDIX F (continued)  
EXTRA DUTY POSITIONS AND PAY SCHEDULE**

A full-time faculty member appointed to a position listed below will be paid in accordance with the rate listed. All vacancies which occur for the following positions shall be posted in accordance with Article V, Section T, of this Agreement. (OL = prevailing overload pay rate)

<b>POSITION TITLE</b>	<b>RATE OF PAY/CONDITIONS</b>
Tech Prep Job Counselor/Job Developer Recruitment/Retention Specialist	\$25.00 per hour
Workshop Leader Office of School Relations	\$35 to \$100 per hour; specific rate determined in accordance with individual experience/training, and the complexity of the job assignment.
Reserve Certified Substitute Teacher Workshop Leader	\$40 to \$100 per hour; specific rate determined in accordance with individual Experience/training, and the complexity of the job assignment.
Test Administrator	\$13.25 per hour
Sign Language Interpreter	\$25.25 per hour
Yearbook Advisor	OL/30 x # hours worked to a maximum of 165 hours per academic year
Editor of <i>PEN</i>	Two (2) overload credits each summer. If there are two Editors, each shall receive one (1) overload credit each summer.
International Education Seminar Leader	OL x # course credits
Faculty Liaison	OL/30 x # hours worked

**APPENDIX G**

**MEMORANDUM OF UNDERSTANDING**

The Board of Trustees and the Administration of Ocean County College (College) and the Faculty Association of Ocean County College (FAOCC) declare it to be their mutual goal to enhance and promote professional and harmonious relations between the College and FAOCC. Nothing in this document shall infringe or prevent the proper exercise of any legal right of expression or behavior by either the College or FAOCC. The College and FAOCC implement this policy in order to establish a positive working relationship for the benefit of ourselves, students and the community of Ocean County.

The College and FAOCC affirm that the professional standards of conduct required of all employees at Ocean County College shall be of the highest caliber and shall at all times be characterized by collegiality, constructive dialog, professionalism, and civility. Specifically, each member of the College Administration and each member of the FAOCC shall at all times be dedicated to the success of students, their academic programs and the College. Courteous and civil conduct is acknowledged by the parties as an institutional value standard in interpersonal relations, on and off campus, on official business and, when acting as representatives of the College to the larger community. This Agreement is entered into in order to enable the College Administration and members of the FAOCC to take a mutually-supportive, active role in the growth and development of the College so that the highest caliber collegiate educational experience may be provided for the students and citizens of Ocean County, within a framework of mutual respect and positive interaction.

**END OF CONTRACT**

**END OF CONTRACT**

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