

AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE
AND
THE OCEAN COUNTY COLLEGE
ADJUNCT FACULTY ASSOCIATION
PERIOD OF AGREEMENT
SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2011

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

This agreement is by and between the Board of Trustees of Ocean County College, hereinafter called the Board, and the Ocean County College Adjunct Faculty Association, hereinafter called the Association.

**ARTICLE I
RECOGNITION**

The Board hereby recognizes the Ocean County College Adjunct Faculty Association as the exclusive negotiating representative as defined in Chapter 303, New Jersey Public Laws of 1968, for all Adjunct Faculty members who commenced employment for at least their second semester during a given academic year, and who apply to be rehired to teach at least one semester during the next succeeding academic year, excluding all other employees, craft employees, nonprofessional employees, security personnel, managerial executives, confidential employees, supervisors, and OCC retirees within the meaning of the Act.

A. Unit Definition

1. The Board hereby recognizes the Association as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by the College who begin teaching credit courses for at least their second consecutive semester within the past academic year at the College.
2. Fall and Spring semesters only are considered when applying the definition in Article I, Section A, paragraph 1 above.
3. Courses within the Fall and Spring semesters shall count when applying this definition.
4. "Semester" as used hereafter means the Fall and Spring semesters of the academic year. The fall semester is defined as the fall full term or the fall quick term. The spring semester is defined as the spring full term or the spring quick term. The academic year shall not include more than two semesters.
5. "College" as used hereafter, means Ocean County College.
6. "Teaching" as used herein means teaching credit courses for the College.

7. "Bargaining Unit" as used hereafter means all adjunct teaching faculty members represented by the Association.
8. "Bargaining Unit Member" as used hereafter means all persons who are employed by the College as adjunct faculty members and who are also eligible for membership in this Association as defined in this contract and as defined in this unit definition. Excluded members are identified in Section B of this article.

B. Unit Exclusion

1. The following employees are specifically excluded from this Association: Ocean County College executive, administrative, managerial, technical, supervisory, clerical and support employees, full-time faculty, lecturers, security personnel, maintenance employees, and all retirees who have retired from employment at Ocean County College.
2. Actively employed for the purpose of determining eligibility for benefits is determined on an annual fiscal year basis. Actively employed is defined as adjuncts who have taught at least one course in the fall or spring semester during the current fiscal year or the last spring semester that immediately preceded the current fiscal year.
3. Bargaining unit members who experience a break in service for three or fewer consecutive semesters will not be required to satisfy the two-semester requirement in Section A above.

**ARTICLE II
NEGOTIATION 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 Ocean County College adjunct faculty.
- B. Any agreement negotiated will be reduced to writing and presented to the Board and the Association for approval. No individual agreements will be negotiated with any adjunct faculty member or with any adjunct faculty organization other than the Association for the duration of this agreement.
- C. The leadership of the Association agrees to work with the representatives of the Board in future negotiations and in resolving any issue arising from this Agreement with collegiality and civility.
- D. Neither party in any negotiations will have any control over the selection of the

negotiating representatives of the other party. Neither party will have more than seven persons in attendance at any negotiation session. The parties mutually agree that their representatives will have the necessary power and authority to make proposals and counterproposals in the course of negotiations, subject, however, to approval by the Board and the Association.

- E. This Agreement may be amended upon mutual consent. Such amendments will be put in writing and take effect when adopted by the Board and the Association. The parties declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this Agreement. Meetings agreed upon to discuss issues related to amending this Agreement will not be used to circumvent the grievance procedure.
- F. The Board and Association will deliver to each other their original proposals for subsequent agreements no later than November 1, 2010.
- G. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than June 30, 2011.
- H. Details under discussion and agreements tentatively reached will be held confidential by the Board and the Association until such time as both parties mutually agree that such details and agreements will be released for publication.

ARTICLE III ACCESS TO FACILITIES, EQUIPMENT, PERSONNEL FILES, PUBLICATIONS

- A. Representatives of the Association can transact official Association business on College property at times and places to be determined in accordance with prevailing College policy, procedures, and regulations. The Association and its representatives will have access to appropriate College facilities for meetings at no charge, arranged through existing scheduling procedures of the College.
- B. The Association will have access to facilities and office equipment (such as computers, fax machines, and copiers) when such equipment is not in use for College operations. The Association is responsible for providing its own supplies used in the transaction of Association business.
- C. The Association will have use of non-restricted College bulletin boards, interoffice mail distribution, mailboxes, and electronic mail to communicate with adjunct faculty members.
- D. Adjunct faculty members will be permitted to review their official personnel files located in Human Resources. Adjunct faculty members may obtain one copy of materials in their official personnel file upon request, except for letters of reference

and other documents protected by law. An Association representative may accompany adjunct faculty members when they view their official personnel files. A College representative will be present whenever adjunct faculty members review their individual files. A bargaining unit member may submit comments in writing to any material present in their official file and his/her statement will be attached to the file copy.

- E. Newly hired adjunct faculty members will receive a current labor agreement from Human Resources, following Board approval of their employment.
- F. Adjunct listings in the College catalog will include name, title, discipline, degrees, and a reasonable listing of licenses/certifications relevant to the teaching discipline. Adjuncts will provide Human Resources with appropriate changes. All information included in the listings is subject to the approval of the Vice President of Academic Affairs or designee.
- G. The College shall provide appropriate office space suitably equipped for adjunct faculty.
- H. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

ARTICLE IV DEDUCTIONS FOR PROFESSIONAL DUES

- A. The Association will provide the College with the authorized amount of the appropriate membership fees to be deducted from an adjunct faculty member's paycheck. The Association will indemnify the College for any liability or damages incurred by the Board as a result of implementing payroll deductions in accordance with statute from claims arising from unit members employed by the Board.
- B. Association dues will be payable to the Association and forwarded to the authorized Association designee, according to State law.

ARTICLE V ACADEMIC FREEDOM & CODE OF ETHICS

The Adjunct Faculty Association and the Board subscribe to the statement of Academic Freedom (Appendix A) and the Code of Ethics (Appendix B).

ARTICLE VI PARKING

The Board will provide adequate parking facilities for adjunct faculty members at no charge. The Board will determine and provide the parking identification system for adjunct faculty members.

ARTICLE VII COLLEGE BOOKSTORE

Actively employed adjunct faculty members will be granted the standard discount available to other employees on all purchases in the College Bookstore.

ARTICLE VIII CONTRACTS AND DISMISSALS

Employment and dismissal of adjunct faculty members will be recommended by the Department Dean, the Vice President of Academic Affairs, the Vice President of Finance, and the President, to the Board.

ARTICLE IX GENERAL UNDERSTANDING

A. It is hereby understood and agreed that adjunct faculty members who are actively employed will:

1. Hold classes for all scheduled times including the last scheduled class,
2. Adhere to course syllabi, and provide a copy to the Department Dean within three days of the beginning of the first day of class as designated in the Academic Calendar,
3. Be invited to attend department meetings,
4. Be invited to serve on search committees as determined by the Department Dean or Vice President of Academic Affairs or both at their discretion,
5. Be invited to make recommendations to the Department Dean regarding the selection of textbooks or other required texts relative to the adjunct faculty member's appropriate academic discipline and teaching assignment,

6. Keep the Department Dean and Human Resources informed of the adjunct's current address and phone number,
 7. Notify the Department Dean in advance of all absences. In cases of an emergency, absences will be reported as soon as possible. All adjunct faculty member absences must be reported on the Absence Reporting Form,
 8. Be available to students during the week following the posting of final grades as mutually determined by the Department Dean and the adjunct faculty member,
 9. Submit final grades no later than 48 hours after the conclusion of their last day of class. If the deadline falls on an adjunct's Sabbath, the deadline will be at 8:00 AM on the following Monday,
 10. Participate in student learning outcomes assessment related to the adjunct's teaching assignment as directed by the Department Dean.
- B. The Vice President of Academic Affairs will develop and implement performance evaluations for all adjunct faculty.

ARTICLE X MANAGERIAL RIGHTS

Any rights or privileges not expressly given to employees or the Association in this agreement are hereby expressly reserved by the College as a management prerogative.

ARTICLE XI PROMOTION CRITERIA AND DEADLINES

A. General Criteria for Promotion

The criteria used for promotions will be the sole discretion of the Board or its designees. To be recommended for promotion, all adjunct faculty members must meet the following criteria:

1. The adjunct must demonstrate sensitivity and dedication to students and demonstrate excellence in teaching as measured through performance evaluations,
2. The adjunct's employment record at OCC must be free of any disciplinary action,
3. The adjunct's degrees and additional graduate credits must be from regionally accredited institutions of higher education or approved foreign institutions, as determined by the Department Dean and the Vice President of Academic Affairs.

4. The adjunct's graduate credits must be related to the adjunct's teaching discipline, as determined by the Department Dean and the Vice President of Academic. The appropriateness of graduate credits and the count of semesters taught shall be determined in all cases by the Department Dean and the Vice President of Academic Affairs and their decision will be final and binding and not subject to the grievance procedure of this Agreement.

B. Specific Criteria for Promotion

1. Adjunct Assistant Professor: The Adjunct Instructor will have taught not less than eight (8) semesters. Each Fall and Spring semester in which the adjunct actively taught will count toward the eight (8) semester criteria. The adjunct will have a master's or related degree in the teaching discipline plus one of the following:
 - Fifteen (15) semester credit hours of graduate study
 - Documented continuing education equivalent to fifteen (15) semester credit hours of graduate study. The Department Dean and VP of Academic Affairs will determine equivalency. Their decision will be final and binding and not subject to the grievance procedure of this Agreement.
 - Measurable and sustained service to the college beyond the routine duties of adjunct professors. Service must be documented and verifiable. Service includes but is not limited to: serving on department and college-wide committees, involvement in assessment activities beyond the required activities, college-wide activities, and student activities. The Department Dean and VP of Academic Affairs will determine if service to the college is sufficient to qualify for promotion. Their decision will be final and binding and not subject to appeal or the grievance procedure of this Agreement.

2. Adjunct Professor: The adjunct will have taught not less than ten (10) semesters as an Adjunct Assistant Professor. Each Fall and Spring semester in which the adjunct taught will count toward the ten (10) semester criteria. The adjunct will have a master's or related degree in the teaching discipline plus one of the following:
 - 45 relevant credit hours of graduate study
 - A second relevant master's degree
 - A doctorate in the teaching discipline

C. Record of Semesters Taught: The Human Resources' records of semesters taught shall be used for promotion purposes.

D. Deadlines for Promotion:

April 1: It is the responsibility of candidates to initiate the promotion process by notifying the Department Dean in writing that they meet the qualifications and wish to pursue a promotion. The applicant must provide official transcripts, continuing education documentation or documentation of service verifying they meet the requirements for promotion to the Dean. The Dean may recommend adjunct faculty qualified for promotion to the Vice President of Academic Affairs. If a Dean does not recommend a candidate who has applied for promotion, the Dean will notify the unsuccessful candidate in writing.

April 15: If the Vice President of Academic Affairs concurs with the Deans' recommendations, the Vice President of Academic Affairs shall forward the candidates' names to the President. If the Vice President does not recommend a candidate for promotion, the Vice President will notify the unsuccessful candidate in writing. There is no appeal to this decision.

May Board Meeting: The President will recommend or not recommend candidates for promotion to the Board. Promotions shall be effective at the start of the next Fall semester of employment. There is no appeal to this decision.

ARTICLE XII Compensation

A. Compensation per Semester Hour

Rank	FY 09	FY010	FY011
Adjunct Professor	\$770	\$775	\$785
Adjunct Assistant Professor	\$735	\$745	\$755
Adjunct Instructor	\$690	\$695	\$695

Effective September 1, 2008 compensation per semester hour will be determined by rank. Adjuncts must successfully complete the promotion process detailed in Article XI in order to attain the next level of pay with the following one time exceptions:

The rank of Adjunct Associate Professor will no longer be available effective September 1, 2008. All Adjunct Associate Professors on the College record on May 1, 2008 shall be automatically promoted to the rank of Adjunct Professor effective September 1, 2008.

All Adjunct Instructors on the College record on May 1, 2008 who taught eight (8) semesters or more (including the spring 2008 semester), shall be automatically promoted to the rank of Adjunct Assistant Professor effective September 1, 2008.

B. e-Learning College Teaching and Compensation For Credit Courses

The College will offer its internet-based, fully online credit and non-credit courses through its e-learning College, once established by the College.

1. Qualifications: Adjunct faculty wishing to qualify for e-Learning College adjunct faculty member status will be required to meet the minimum requirements specified in the College’s online teaching standards policy.
2. Compensation: e-learning College adjunct faculty will be compensated for credit courses on a sliding scale (see below) based on the actual student course enrollments as of the official term census date, as determined by the College.
3. Other: Faculty teaching in the e-Learning College will follow e-Learning College Policy #7125, the “Guidelines and Standards for Developing and Teaching Online and Hybrid Courses,” and other relevant policies, procedures, and requirements.
4. Prorated (Sliding Scale) Compensation for e-Learning College credit courses is based on the actual number of students enrolled as of the official term census. The chart below identifies the number of students and the appropriate rate per course:

<u>No. of Students*</u>	<u>Rate/Credit</u>	<u>Pay/Course</u>
6	\$300	\$900
7	\$350	\$1,050
8	\$400	\$1,200
9	\$450	\$1,350
10	\$500	\$1,500
*Sections w/ < 11 students may run w/ mutual agreement of Instructor, Dean & VP of AA		
11 20	\$1,000	\$3,000
21 25	\$1,200	\$3,600
26 30	\$1,400	\$4,200
31 35	\$1,600	\$4,800
36 40	\$1,800	\$5,400
41 45	\$2,000	\$6,000
46 50	\$2,200	\$6,600
51 55	\$2,400	\$7,200
56 60	\$2,600	\$7,800
61 65	\$2,800	\$8,400
66 70	\$3,000	\$9,000

71 75	\$3,200	\$9,600
76 80	\$3,400	\$10,200
80+	\$10,200 + \$45 PER STUDENT OVER 80	

- C. Pay Schedule:** Adjunct faculty members will be paid biweekly. The initial paycheck for any given semester will be issued not later than thirty (30) days after the first day of classes.
- D. Substitute Compensation:** In the event a Department Dean assigns adjunct faculty members, through mutual agreement, to cover classes, adjunct faculty members will receive their adjunct faculty hourly rate of pay.
- E. OCC Credit Courses:** Actively employed adjunct faculty who have taught eight (8) semesters will receive a fifty percent (50%) discount on credit course tuition for themselves and their dependents. Fees must be paid in full upon registration. Enrollment in credit courses must have prior approval of the Department Dean and the Vice President of Academic Affairs.
- F. Graduate Credit Courses:** The Board shall budget a total of \$10,000 each year of the contract and provide tuition reimbursement up to \$10,000 in total at the lesser of the actual rate or the prevailing Rutgers University graduate tuition rate for approved graduate-level courses taken at any regionally accredited institution of higher education for actively employed adjuncts who have completed eight (8) semesters of instruction at the College.

Any Fall or Spring semester in which the adjunct has taught shall be counted toward the eight (8) semester eligibility rule. Reimbursement shall be provided for up to six (6) graduate credits per adjunct each academic year. Requests for reimbursement shall be approved only for graduate courses of study in the teaching discipline in which the adjunct teaches for the College as determined by the Department Dean and Vice President of Academic Affairs.

Request forms, available through Human Resources, will be submitted to the Department Dean, prior to taking a graduate course. The Dean will forward the request, with a recommendation to the Vice President of Academic Affairs for approval or disapproval. The Vice President of Academic Affairs will approve or disapprove the course(s) for applicability to the teaching discipline.

Reimbursement will be made to adjuncts approved to take graduate credit for their course work and who have submitted proof of tuition payment and passing grade transcripts to Human Resources within six (6) months of the end of the semester in which the course was taken. Reimbursement will be made on a first come first serve basis and applied against the \$10,000 budget. Reimbursements may be reduced or denied based on the availability of funds.

- G. Individual Professional Development:** Individual professional development is defined as education, training, or the acquisition of knowledge related to the actively

employed adjunct faculty member's teaching discipline. Funding may be used for subscriptions, journals, books, computer software and supplies, video/audio recordings, periodicals, publications, memberships, and/or workshops/conferences appropriately related to the academic discipline in which the adjunct teaches.

Adjuncts shall be eligible to request expenditure of funds up to a maximum of one hundred twenty five (\$125) dollars each budget year, if the adjunct has taught during either the Fall or Spring semester. Funding not encumbered or expended by June 30th of each budget year is lost.

Approved expenses incurred for travel, mileage, meals, and/or lodging shall be reimbursed in accordance with the prevailing business policies of the College.

All requests for individual professional development funds will require the prior approval or disapproval of the Department Dean and the Vice President of Academic Affairs.

H. Non-Credit Courses: Actively employed adjuncts are eligible for tuition reimbursement for themselves and their dependents up to a total of \$250 per budget year. Adjuncts must pay all fees upon registration.

ARTICLE VIII GRIEVANCE PROCEDURE

A grievance is a claim by an adjunct faculty member (hereinafter referred to as "grievant") of an alleged violation of the contract. If an adjunct faculty member believes that there is a basis for a grievance, the procedure listed below will be followed:

Step 1- Informal Meeting with Department Dean: The adjunct faculty member must discuss in person the grievance informally with the Department Dean within ten (10) workdays of the occurrence of the alleged grievance. A representative of the Association may be present at this level at the grievant's discretion. The Dean or appropriate administrator will provide a verbal answer within ten (10) working days of the initial discussion.

Step 2- Department Dean: If within ten (10) workdays after the grievant received the verbal response at the informal level and the grievance has not been resolved at Step 1, a grievance may be submitted in writing to the Department Dean by the grievant through an Association representative. A copy of the grievance must also be submitted to the Association by the grievant. The Dean will respond within ten (10) workdays.

Step 3- Vice President of Academic Affairs: If the grievance is not resolved at Step 2, the grievance may be submitted in writing to the Vice President of Academic Affairs within ten (10) workdays. The Vice President of Academic Affairs will render a written decision within ten (10) workdays of receipt of the grievance.

Step 4 - President: If the grievance is not resolved at Step 3, the Association may submit the grievance in writing to the President within ten (10) workdays of the written decision at Step 3. The President will respond within twenty-five (25) workdays of receipt of the grievance with a decision.

Step 5 - Board: If the grievance is not resolved at Step 4, the Association may submit the grievance in writing to the Board within ten (10) workdays of the written decision at Step 4. The Board will hear the grievance and respond within thirty (30) workdays of receipt of the grievance and will render a decision following the next regularly scheduled meeting of the Board that follows the hearing.

Step 6 - Binding Arbitration: If the Association is not satisfied with the disposition of the grievance at Step 5, the Association may submit the grievance to PERC within fifteen (15) workdays after receipt of the decision by the Board.

**ARTICLE XIV
RATIFICATION SIGNATURES**

This agreement will be effective from September 1, 2008 through August 31, 2011, unless the Association and the Board mutually agree in writing to an extension of its duration.

FOR THE BOARD:

FOR THE ASSOCIATION:

Carl V. Thulin
Acting Chair
Board of Trustees

Robert Silva
Chief Negotiator and President

Eva J. Smithers
Secretary, Board of Trustees

Michael Zahler
Association Negotiator

Dr. Jon H. Larson, President
Ocean County College

Frank Siracusa
Association Negotiator

Dr. Frank J. Wetta
Chief Negotiator and
Vice President of Academic Affairs

Kim Samarelli
Association Negotiator

Sara Winchester
Vice President of Finance

Date

Date

APPENDIX A

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

- a. A faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties; but research return which results in payment, should be based upon an understanding with the authorities of the institution.
- b. A faculty member is 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 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.

END OF CONTRACT