

Contract no. 1411

#

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF
OCEAN COUNTY COLLEGE

AND

THE OCEAN COUNTY COLLEGE ADJUNCT FACULTY ASSOCIATION

PERIOD OF AGREEMENT

SEPTEMBER 1, 1990 THROUGH AUGUST 31, 1993

<u>TABLE OF CONTENTS</u>		<u>PAGE</u>
ARTICLE I	RECOGNITION	1
ARTICLE II	NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS	1, 2
ARTICLE III	ASSOCIATION AND ADJUNCT FACULTY MEMBERS' PRIVILEGES	2, 3
ARTICLE IV	DEDUCTIONS FOR PROFESSIONAL DUES	3
ARTICLE V	ACADEMIC FREEDOM	3
ARTICLE VI	ADJUNCT FACULTY PARKING	4
ARTICLE VII	ADMISSION TO COURSES (TUITION WAIVERS)	4
ARTICLE VIII	COLLEGE BOOKSTORE	5
ARTICLE IX	CONTRACTS AND DISMISSALS	5
ARTICLE X	GENERAL UNDERSTANDING	5
ARTICLE XI	MANAGEMENT RIGHTS CLAUSE	6
ARTICLE XII	NON-DISCRIMINATION	6
ARTICLE XIII	PROMOTION	6
ARTICLE XIV	SAFETY	6
ARTICLE XV	SALARIES	7
ARTICLE XVI	SEVERABILITY	8
ARTICLE XVII	SUBMISSION OF FINAL GRADES	8
ARTICLE XVIII	GRIEVANCE PROCEDURE	8-10
ARTICLE XIX	DURATION OF AGREEMENT	11
AGREEMENT SIGNATURES		12
APPENDIX A	A. A. U. P. DECLARATION OF ACADEMIC FREEDOM	13
APPENDIX B	CODE OF ETHICS OF THE EDUCATION PROFESSION	13-15

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

This agreement entered into this sixth day of November 1989, 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 express a willingness to be rehired to teach at least one semester during the next succeeding academic year, excluding all other employees, craft employees, nonprofessional employees, policemen, managerial executives, confidential employees, and supervisors within the meaning of the Act.

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 the Ocean County College Adjunct Faculty.

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

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

D. This agreement may be amended upon mutual consent. Such amendments shall be reduced to writing and adopted by the Board and the Association. Failure to reach agreement on any proposed amendment shall effectively postpone consideration of such amendment until the next negotiating period. The parties further declare their willingness to meet on request of either party for the purpose of discussing problems of interpreting and administering this agreement; such meetings are not to be used to circumvent the grievance procedure.

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

F. The Board and Association shall deliver to each other their original proposals for subsequent agreements no later than August 1, 1992.

G. The Board and the Association agree to make every effort to conclude negotiations affecting agreements no later than November, 1992.

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

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

ARTICLE III

ASSOCIATION AND ADJUNCT FACULTY MEMBERS' PRIVILEGES

A. Representatives of the Association shall be permitted to transact official Association business on College property at times and places to be determined in accordance with prevailing College policy, procedures, and regulations. It is understood that all meetings of the Association shall be held so as not to interfere with or interrupt normal College operations. The request for scheduling of all meetings shall be made through the designated College scheduling office. No charge shall be made for the Association's use of appropriate college facilities.

B. The Association shall have the right to use College equipment such as typewriters, ditto and mimeographing machines, calculating machines, at reasonable times when such equipment is not otherwise in use as determined by the College or its representatives. Prior to such use, a written request may be required by the College or its representative. The Association shall provide its own consumable materials and supplies and under no circumstances shall it use College consumable materials and supplies.

C. The Association shall have the right to use the inter-College mail system. Before using the inter-College mail, the Association will submit a copy of the materials to be distributed to the Head of the Personnel Department.

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

1. Copies of all internal evaluation reports and recommendations concerning the adjunct faculty member's professional competence.
2. Copies of all individual adjunct faculty member's employment contracts.

E. When offered an initial employment contract for execution, a prospective adjunct faculty member shall receive from the College a copy of the contract between the Ocean County College Adjunct Faculty Association and the Board of Trustees.

ARTICLE IV

DEDUCTIONS FOR PROFESSIONAL DUES

A. Association members who are actively employed may request dues deduction pursuant to New Jersey State Law for any or all of: Ocean County College Adjunct Faculty Association, New Jersey Education Association, the National Education Association and the Ocean County Chapter of Education Association. Such authorizations shall continue in effect while actively employed or until such authorization is formally revoked in writing by the adjunct faculty member and copies thereof delivered to the Association and the Board. The total annual membership dues shall be deducted from the first session the adjunct faculty member teaches in any fiscal year, to be withheld in equal amounts from each pay of the session.

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

ARTICLE V

ACADEMIC FREEDOM

The Ocean County College Adjunct Faculty Association and Board of Trustees subscribe to the statement of Academic Freedom as cited in Appendix A and the statement of the Code of Ethics of the Education Profession cited in Appendix B of this agreement.

ARTICLE VI

ADJUNCT FACULTY PARKING

A. Adjunct faculty shall be permitted to park in the regular faculty/staff parking areas in parking lots 1 and 2 at no charge.

B. The Board may require parking decals for each adjunct faculty car but shall furnish same at no cost to all members of the Association.

C. Members of the Association shall comply with all regulations of the Board with respect to parking and driving on campus.

ARTICLE VII

ADMISSION TO COURSES (TUITION WAIVERS)

Adjunct faculty members who have been employed for eight(8) semesters or more shall be granted free tuition and fees for any credit course (**) offered by the college in Ocean County and for courses offered through Community Education(***). Excluded from the waiver of "fees" described herein shall be direct cost associated with Community Education courses, and direct costs associated with "Credit by Examination". Dependents (*) of actively employed eligible Adjunct Faculty shall also be granted free tuition and fees.

A maximum of eighteen (18) credits, or the required course load of one full-time student may be taken per semester, by member(s) of the Adjunct's immediate family, during that semester when the Adjunct Faculty member is actively employed.

If the employment status of the Adjunct Faculty member terminates for any reason prior to the completion of the session or semester during which the Adjunct Faculty member or dependent is enrolled, the Adjunct Faculty member shall pay the prorated cost of the tuition for that session or semester from the date on which he/she is no longer actively employed.

* Husband, wife, and children for whom the adjunct faculty member is eligible to claim dependency status on his/her current IRS income tax return.

** For which they meet the prerequisite/corequisite requirements.

*** Tuition Free seats in Community Education courses are limited, and are allocated on a first-come-first-served basis.

ARTICLE VIII

COLLEGE BOOKSTORE

Adjunct faculty members actively employed shall be granted the standard discount available to all other employees on all purchases in the College Bookstore for their own personal use.

ARTICLE IX

CONTRACTS AND DISMISSALS

Adjunct faculty contracts, where possible, shall be issued in August and shall remain in effect for the ensuing academic year. New adjunct faculty for a Spring semester shall normally receive contracts in December. Employment under an adjunct faculty contract to teach an assigned course(s) is contingent upon a sufficient number of students registering for said course(s).

ARTICLE X

GENERAL UNDERSTANDING

It is hereby understood and agreed that adjunct faculty members who are actively employed shall:

- (a) meet and hold class for full scheduled time and conduct the last scheduled class.
- (b) adhere to course syllabi, and provide the Department Chairperson/Asst. Dean with a course outline within two weeks of the beginning of the semester.
- (c) attend Department meetings as scheduled by the Department Chairperson/Asst. Dean or Department Coordinator.
- (d) attend an adjunct faculty orientation as scheduled,
- (e) keep the Department Chairperson/Asst. Dean advised of current address and phone number even when not assigned to teach during a semester,
- (f) notify the Department Chairperson/Asst. Dean, in advance, of all absences, except in cases of emergency which shall be reported as soon as possible. All Adjunct absences shall be reported to the Personnel Department on the standard Absence Reporting Form.
- (g) during the week following the mailing of final grades to the students, be accessible through an approved method as mutually determined by Department Chairperson/Asst. Dean, the adjunct faculty member, and administration

ARTICLE XI

MANAGEMENT RIGHTS CLAUSE

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 XII

NON-DISCRIMINATION

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

ARTICLE XIII

PROMOTION

Prior to April 1, the Department Chairpersons/Asst. Deans may recommend to the Dean of Instruction the names of qualified Adjunct Instructors for promotion to the rank of Adjunct Assistant Professor. The criteria and procedure utilized for such promotions shall be within the sole discretion of the Board of Trustees or their designated representative.

If the Dean of Instruction concurs with the recommendation, he will forward the name(s) to the President for his recommendation and submission to the Board of Trustees for their decision.

Approved promotions will be effective at the start of the next Fall semester of employment.

ARTICLE XIV

SAFETY

Adjunct faculty shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, well-being or which might prove detrimental to the educational process nor shall be required to work in rooms with temperatures below 60 degrees.

ARTICLE XV

SALARIES

Adjunct Faculty Salaries

Rank and Semesters • of OCC Teaching	Compensation per Semester Hour		
	9/1/90- 8/31/91	9/1/91- 8/31/92	9/1/92- 8/31/93
Adj. Assist. Professor	<u>9440</u>	<u>9466</u>	<u>9494</u>
Adjunct Instructor:			
16 or more sem.	<u>9411</u>	<u>9434</u>	<u>9458</u>
<u>11-15 sem.</u>	<u>9380</u>	<u>9401</u>	<u>9423</u>
<u>6-10 sem.</u>	<u>9357</u>	<u>9375</u>	<u>9394</u>
<u>0-5 sem.</u>	<u>9352</u>	<u>9370</u>	<u>9389</u>

*Semester of OCC teaching refers to the fall and spring semesters only.

ARTICLE XVI

SEVERABILITY

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 shall continue in full force and effect.

ARTICLE XVII

SUBMISSION OF FINAL GRADES

Adjunct faculty shall submit final grades as soon as possible but no later than 72 hours after the conclusion of the last day of class. If the deadline falls on a faculty member's Sabbath, his/her deadline for submission of grades will be delayed until 8:00 a.m. on the following Monday.

During the week following the mailing of final grades to the students, each adjunct faculty member is to be accessible through an approved method as mutually determined by department chairperson, the adjunct faculty member and administration.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A grievance is a claim by an adjunct faculty member (hereinafter referred to as "Grievant") of an expressed violation of this contract. In the event that an adjunct faculty member believes that he/she has a basis for a grievance, he/she shall:

1. First, informally discuss the grievance with the Department Head or appropriate administrator who shall record the date on which closure is brought to the informal discussion. A representative of the Association may be present at this level, at the grievant's discretion.
2. Level 1 - Immediate Supervisor. Within ten (10) workdays after the grievant knew or should have known of the events or conditions on which the grievance is based (or within ten (10) workdays after the informal discussion with the Department Head or appropriate administrator and the grievance has not been resolved), a grievance shall be submitted in writing to the Department Head or his/her designated representative by the grievant through an Association representative. A copy of the grievance must also be submitted to the Association by the the grievant-employee. Within ten (10) workdays thereafter a written reply shall be given by the Department Head or designated representative to the grievant with a copy to the Association.

3. Level 2 - Dean of Instruction. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within fifteen (15) workdays after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) workdays after the decision at Level 2, or twenty (20) workdays after the grievance was presented, whichever is sooner. Within five (5) workdays after receiving the written grievance, the Association shall refer it to the Dean of Instruction or his/her designee. Said grievance shall only be submitted in writing. The Dean of Instruction or his/her designee shall then render a written decision within fifteen (15) workdays of receipt of the grievance.

4. Level 3 - President. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 2, or if no decision has been rendered within twenty (20) workdays after the grievance was presented, within five (5) workdays the Association may submit the grievance in writing to the College President who within thirty (30) workdays of receipt of the grievance shall render his/her decision.

5. Level 4 - Board of Trustees. If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within thirty (30) workdays the Association may submit the grievance in writing to the Board of Trustees who shall render a decision within thirty (30) workdays of receipt of the grievance.

6. Level 5 - Advisory Arbitration.

(a) If the Association is not satisfied with the disposition of the grievance at Level 4 or if no decision has been rendered within thirty (30) workdays after submission of the grievance to the Board of Trustees, the Association may submit the grievance on behalf of the individual to the American Arbitration Association within ten (10) workdays after receipt of the decision by the Board of Trustees or thirty (30) workdays in the event no decision has been rendered.

(b) Within ten (10) workdays after such written notice of submission to arbitration, The College and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

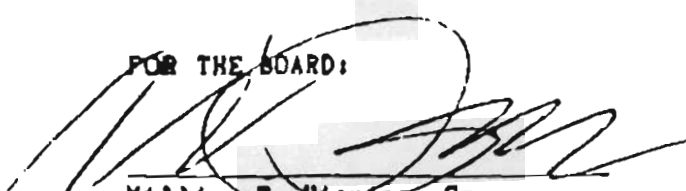
- (c) The arbitrator so selected shall confer with the representatives of the College and the Association and hold hearings promptly, and shall issue his/her decision not later than twenty (20) workdays from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion as to the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law, or which is violative of the terms of this Agreement, or not the subject of the express terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and the Association as an advisory decision.
- (d) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions herein, which decision shall be final and binding on both parties.
- (e) The cost for the services of the arbitrator including per diem expenses if any, and actual necessary travel subsistence expenses and the cost of the hearing room shall be borne equally by the College and the Association. Any other expenses incurred shall be paid by the party incurring same.
8. **Timely Filing.** In the event the grievant or the Association fails to make a timely filing at any level, said failure will preclude action or further action under this grievance procedure. The grievant or the Association may withdraw the grievance from any level.


ARTICLE XIX


DURATION OF AGREEMENT

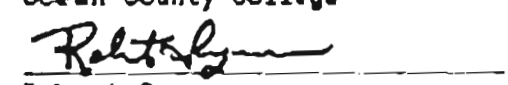
This agreement shall be effective from September 1, 1990 and shall continue in effect through August 31, 1993, unless the Association and the Board mutually agree in writing to an extension of its duration.

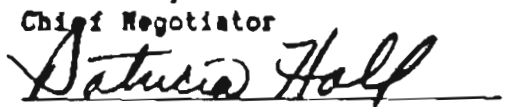
FOR THE BOARD:


William T. Hering, Sr.
Chairperson
Board of Trustees

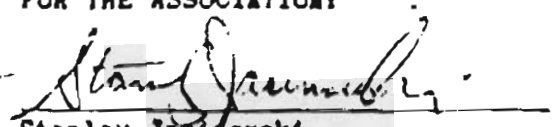

Eva J. Smithers
Secretary, Board of Trustees

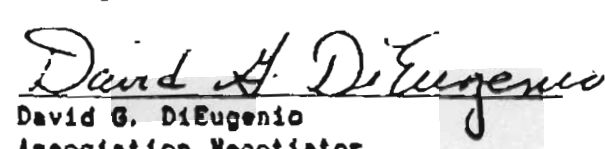

Milton Shav, President
Ocean County College


Robert Seymour
Chief Negotiator


Patricia Hall
Negotiator

FOR THE ASSOCIATION:


Stanley Jesinowski
Chief Negotiator and
Acting President


David G. DiEugenio
Association Negotiator

November 6, 1989

NOTE: A SIGNED MASTER COPY OF THIS AGREEMENT RESIDES IN THE PERSONNEL DEPARTMENT OF THE COLLEGE, AND A SIGNED MASTER COPY HAS BEEN FURNISHED TO THE ADJUNCT FACULTY ASSOCIATION.

APPENDIX A

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

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

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

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

APPENDIX B

Code of Ethics of the Education Profession

Adopted by the NEA representative Assembly, July 1968

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

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

PRINCIPLE I - COMMITMENT TO THE STUDENT

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

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

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

PRINCIPLE II - COMMITMENT TO THE PUBLIC

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

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

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

PRINCIPLE III - COMMITMENT TO THE PROFESSION

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

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

1. Shall not discriminate on the ground of race, color, creed, or national origin for membership in professional organizations nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.

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

PRINCIPLE IV - COMMITMENT TO PROFESSIONAL EMPLOYMENT PRACTICES

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

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

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and that employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

