

**AGREEMENT**

Between

**THE BOARD OF TRUSTEES OF  
UNION COUNTY COLLEGE**

And

**UNION COUNTY COLLEGE CHAPTER OF THE UNITED ADJUNCT  
FACULTY OF NEW JERSEY, LOCAL 2222, AFT, AFL-CIO**

**September 1, 2016 to August 31, 2019**

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## ARTICLE I- RECOGNITION

### A. UNIT DEFINITION

The College hereby recognizes the Union County College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all bargaining unit members employed by the College who have accepted teaching assignments for credit courses at the College in the current academic year and who also taught at the college at least one credit course either during the current or previous academic year. Summer courses and Winter session courses are not considered when applying the definition.

### B. EXCLUSIONS

1. The following employees are specifically excluded from this bargaining unit: Union County College managerial executives, confidential employees, supervisors within the meaning of the Act, craft, professional, police, full-time faculty, casual employees and all other non-adjunct faculty employees employed by the College.
2. When bargaining unit members are not actively employed at the College in a teaching capacity they shall not receive any benefits under this agreement.

## ARTICLE II- DEFINITIONS

***“Bargaining Unit”*** as used hereafter means all adjunct teaching faculty members represented by the Chapter, as defined in the Recognition Article.

***“Bargaining Unit Members”*** as used hereafter means all persons who are employed by the College as adjunct teaching faculty members and who are also eligible for membership in this bargaining unit as defined in this contract.

***“College”*** as used hereafter means Union County College.

***“Chapter”*** as used hereafter means the Union County College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO.

***“Grievant”*** as used hereafter refers to the bargaining unit member(s) or the Chapter making the claim on behalf of the bargaining unit member(s) or the Chapter on behalf of itself.

***“Distance Education”*** as used hereafter means a method of instruction, either synchronous or asynchronous, designed to deliver education to students who are not physically on-site. Faculty and students communicate through the use of electronic media such as email, threaded discussion, online submissions, or other Web-based methods. A

distance education course that does not require any physical on-site presence shall be considered an online course of study. An online course may require proctored examinations. A distance education course that requires a physical on-site presence for any reason on a specific day and time shall be considered a blended course of study. Online and blended courses will adhere to the same semester dates as posted on the official Union County College Calendar.

“*Semester*” as used hereafter means the Fall and Spring semesters of the academic year.

### **ARTICLE III- RIGHTS OF BARGAINING UNIT MEMBERS**

A.

1. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that bargaining unit members shall have the right freely to organize, join, and support the Chapter and its negotiations and other legal concerted activities. The College undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce bargaining unit members in the enjoyments of any rights conferred by the New Jersey Employer-Employee Relations Act; that it shall not discriminate against bargaining unit members with respect to hours, wages, or any term or condition of employment by reason of the bargaining unit members’ membership in the Chapter and its affiliates, collective negotiations with the College, or institution of any grievance, complaint, or proceeding under this agreement with respect to any terms or conditions of employment.
2. No bargaining unit member shall be prevented from wearing pins as identification of membership in the Chapter or its affiliates.
3. The College shall not discriminate against any bargaining unit member in accordance with the New Jersey Law Against Discrimination.
4. The parties agree to the following provisions relating to academic freedom:
  - A. An employee covered by this agreement is entitled to academic freedom in the classroom in discussing his/her subject, but should be careful not to introduce any controversial matter/subject which has no relation to his/her course.

- B. Bargaining unit members are free to pursue research and publication outside of the classroom where these activities do not interfere with their responsibilities, and at no cost to the College.
  - C. Bargaining unit members are free in the classroom to discuss controversial issues relating to their subject but should be careful not to introduce controversial matter that has no relation to the subject.
5. No bargaining unit member shall be terminated without just cause. Discipline shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses and the general employment record of the bargaining unit member.
  6. Employment of adjunct faculty is on a semester by semester basis. There is no guarantee of re-employment on any subsequent semester.
  7. Any bargaining unit member removed from service after the beginning of the third week of the semester without just cause will be paid for the remainder of the semester in accordance with the terms of his/her original employment agreement.

## **B. SAFE CONDITIONS**

1. Bargaining unit members shall not be required to work in unsafe or hazardous conditions, nor to perform tasks that endanger their health or safety.
2. References to safety are intended to include a concept of reasonable personal security and protection that shall be maintained to assure employees against physical harm.
3. The Director of Public Safety is the designated safety officer of the College. If a bargaining unit member observes what seems to be an unsafe condition, it should be reported in writing to the Director of Public Safety. If the condition is an imminent threat to the safety of persons or assets, it should be reported immediately to any Public Safety Officer/ Security Officer.

## **C. VACANCIES**

1. Notice of all full-time faculty or administrative position vacancies shall be posted near the faculty mailboxes as soon as the position becomes available.
2. Bargaining unit members will be given consideration for full-time positions for which they apply and meet or exceed posted minimum qualifications.

#### **D. TEACHING MATERIALS**

1. Where permitted by the division, textbooks and other teaching materials may be selected by bargaining unit members consistent with the resources, objectives, and procedures of the division and the academic program of the College. The respective Academic Dean, or his/her designee, must first approve all choices.

#### **E. CLASS OBSERVATIONS AND EVALUATIONS**

1. The parties agree that classroom and distance education observations and evaluations conducted by appropriate supervisors, peers, and students are beneficial to adjunct bargaining unit members, students, and the College.
2. Notice of intent to observe a class shall be given to all bargaining unit members at least seven (7) days before the scheduled observation. The College retains the right to conduct an observation without notice when it has reasonable cause to do so.
3. Adjunct bargaining unit members shall have the opportunity to discuss the classroom observation with the observer.
4. In the event a written report is prepared, the bargaining unit member shall have the opportunity to read and sign the report before it is placed in the personnel file. Signing the report indicates they have read it, not necessarily that they agree. If the bargaining unit member refuses to sign the report, it will be duly noted and placed in the personnel file.
5. Bargaining unit members may append comments to the written document.
6. Student evaluations shall be limited to the same format as used for full-time faculty and the instructor will receive a copy of the results of the evaluations.

#### **F. PERSONNEL FILES**

1. There shall be only one personnel file for each bargaining unit member, which shall be maintained in the Human Resources Department.
2. No evaluation material shall be placed in the personnel file unless the bargaining unit member has received a copy and signed the original. Signing the material only signifies that the bargaining unit member has received a copy, not that he/she approves of the contents. If a bargaining unit member refuses to sign the evaluation material it will be duly noted and placed in the personnel file.

3. The bargaining unit member shall have the right to answer in writing any material in their personnel file, and this answer shall be attached to the material and become a permanent part of the file.
4. Bargaining unit members may request the inclusion in their personnel files of material relative to their employment at the College, which would otherwise not be included in the formal evaluation process.
5. No anonymous material shall be placed in the personnel file.
6. Bargaining unit members shall be permitted to review their personnel file with three- (3) business days' notice to the appropriate administrator, and they shall be furnished with a single copy of each requested item in the file at no cost to the member. Or the bargaining unit members may authorize a Chapter representative to examine their personnel file on his/her behalf and the Chapter representative shall be furnished with a single copy of each requested item in the personnel file at no cost. Such authorization shall be in writing. Additional copies will be provided by the College at the current library rate.

#### **G. TEACHING LOADS**

1. The Assignment of credit, non-credit and hourly duties shall be at the sole discretion of the College.
2. Bargaining unit members shall not apply for or accept a workload of more than nine (9) credit or equivalent contact hours per Fall Semester and/or nine (9) credit or equivalent contact hours per Spring semester based on a mutual assumption and agreement that a member will spend 1.25 hours of non-classroom time for each hour of teaching. Should the IRS change its regulations with respect to the 1.25 hour safe harbor assumption, the College may unilaterally change the nine (9) hour limit, upon notice to the Chapter. Bargaining unit members may apply to teach more than nine (9) hours per Fall Semester and/or nine (9) hours per Spring Semester, up to a maximum of twelve (12) hours per Fall Semester and/or twelve (12) hours per Spring Semester, only with written pre-approval of the Vice President of Academic Affairs and the Director of Human Resources.
3. Bargaining unit members shall not apply for or accept a workload of more than three (3) credit or equivalent contact hours during the Winter Intersession. Bargaining unit members shall not apply for or accept a workload of more than four (4) credit or equivalent contact hours for either a six (6) week summer I or a ten (10) week Summer I and four (4) credit or equivalent contact hours for Summer II.
4. Bargaining unit members shall not apply for or accept any other non-teaching assignment or employment without the written pre-approval of the

Vice-President of Academic Affairs and the Director of Human Resources to ensure that no bargaining unit member worked more than twenty-seven (27) hours per week in total (including teaching workload).

## **H. PROFESSIONAL DEVELOPMENT INSTITUTE**

1. The Professional Development Institute will continue to offer workshops for adjuncts with remuneration as follows: Adjuncts may take a course more than once, but will only be paid once per course with a maximum of three paid courses per semester.
2. Level 1 Workshop- Orientation: These are required courses that must be completed for an adjunct to advance to higher-level workshops. All adjuncts are required to take these workshops. Three of these workshops that enhance teaching and learning strategies must be completed before advancing to Level 2 Workshops. This requirement is waived for those adjuncts with five or more years of teaching experience at the College. There is no remuneration for a Level 1 workshop.
3. Level 2 Workshop- Basic and Advanced Knowledge, Teaching Techniques and Technology Expertise. Stipend of \$45.00 per course for those courses that enhance teaching and learning strategies.
4. Level 3 Workshop- Enhancement – There is no remuneration for a Level 3 workshop.

## **I. OTHER RIGHTS**

1. Each member of the bargaining unit shall receive a UCC parking sticker free after ten (10) semesters at the College and have access to a convenient parking space without charge. Those bargaining unit members requiring a second parking sticker shall be charged \$5.00 for the additional sticker. An interruption of employment for three or more semesters would negate the eligibility of the member.
2. The College shall maintain the office space and office equipment currently in use by adjuncts on all three campuses for the term of this contract.
3. Every bargaining unit member shall have an email account and access to the Internet.
4. Each member of the adjunct faculty shall be offered computer training whenever such classes are made available to other employees, when space is available.
5. Adjunct faculty shall have access to copiers, supplies and secretarial

services.

6. Each bargaining unit member shall have a mailbox in the Faculty Lounge that shall be accessible at all times.
7. All bargaining unit members shall be given access to the Library.
8. All members of the bargaining unit shall have access to Computer Labs and Multimedia Resources.
9. The College shall not abrogate the lawful rights of employees as to opening of their U.S. mail or the privacy of their offices or personal belongings. The College reserves the right to inspect e-mail.
10. Whenever possible adjunct faculty shall be listed in the course schedules.

#### **ARTICLE IV- CHAPTER RIGHTS**

- A. The Chapter may use College building facilities for meetings provided that such use shall not interfere with nor interrupt normal College operation and subject to agreement by the administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.
- B. Duly authorized representatives of the Chapter shall be permitted to transact official Chapter business on College property provided that this shall not interfere with nor interrupt normal College operations and subject to agreement by the administration

as to the frequency and reasonableness of time selected. Such agreement shall not be unreasonably withheld.

- C. The College will provide reasonable bulletin board space for posting of official Chapter notices or other information of a non-controversial nature. Every notice so posted shall bear the name of the official Chapter representative responsible for it and a removal date. The College retains the right to remove derogatory materials. The Chapter may make reasonable use of adjunct faculty mailboxes and the College mailing services, exclusive of the postage meter.
- D. The College and the Chapter agree to furnish to each other such existing and unprivileged documents as may be reasonably required and requested to process any grievance under this Agreement or to negotiate a collective bargaining agreement.
- E. The College shall provide a mailbox in the Faculty Lounge for the specific purpose of receipt of mail by the Chapter.

## **ARTICLE V - BOARD RIGHTS**

- A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties, or responsibilities of the Board, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the terms of this Agreement, and then only to the extent such terms are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained in this agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies, and professional organizations, provided however, that this dealing shall not repeal, rescind, or be otherwise inconsistent with the terms and conditions of this Agreement.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a bargaining unit member, a group of members of the bargaining unit or the Chapter that there has been a violation, misinterpretation or improper application of the terms and conditions of employment established in this Agreement.
- B. In the event a bargaining unit member, a group of bargaining unit members, or the Chapter believes there is a basis for a grievance, the party or parties involved shall first discuss the grievance informally with the Academic Dean or their designee.
- C. If, as a result of the informal discussion, the grievance is unresolved, the Chapter may invoke the formal grievance procedure on the form provided by the Chapter and signed by the Chapter and the grievant(s).

### **Step One:**

The grievant or the Chapter shall file a grievance within 30 calendar days after the grievance was found to exist or should have been found to exist. The grievance shall be filed, in writing, with the Academic Dean and shall state the reasons for the grievance along with the remedy sought. The grievant and the Chapter shall sign said grievance. The Academic Dean shall respond to the grievance within 15 calendar days. No response automatically moves the grievance to the next step.

Step Two:

If the Chapter is not satisfied with the disposition of the grievance at Step One, or if no disposition has been made within the time limits, the grievance may be filed with the Vice President for Academic Affairs with a copy to the Director of Human Resources. The Vice President for Academic Affairs shall respond to the grievance within 15 calendar days. No response automatically moves the grievance to the next step.

Step Three:

If the Chapter is not satisfied with the disposition of the grievance by the Vice President for Academic Affairs or if no disposition has been made within the time limits, the Chapter may appeal the decision to arbitration if and only if the grievance alleges that there has been a violation, misinterpretation or improper application of the written terms of this Agreement. Reemployment rights and course assignments are not grievable or arbitrable.

- D. The only issues involving discipline which may be submitted to arbitration are those in which a bargaining unit member has been suspended or terminated during a semester in which the bargaining unit member has been actively employed. In any grievance arbitration proceeding regarding termination or suspension, the arbitrator shall be limited to an award of the salary the bargaining unit member would have received in the semester but for the termination or suspension. The arbitrator shall have no authority to award reinstatement or any other relief.
- E. Such appeal shall be in writing and shall be mailed by the Chapter to the Public Employment Relations Commission and the Vice President for Academic Affairs within 15 days. If not, the grievance shall be deemed abandoned and terminated.
- F. The parties shall obtain a list of arbitrators from the Public Employment Relations Commission, and if the parties cannot agree on an arbitrator from said list within 10 days, the parties shall be bound by the rules of the Public Employment Relations Commission in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the College and the Chapter and hold hearings promptly and shall issue a decision no later than 30 days from the date of the close of the hearings. The Arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement. His authority shall be limited to deciding disposition of a violation of the express written terms of the contract. The arbitrator's decision shall be borne equally by the College and the Chapter.
- G. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. However, time limits may be extended by mutual consent.
- H. The College agrees to furnish any documents that may be reasonably or lawfully required to process grievances in accordance with this Article.

- I. No reprisals of any kind shall be taken against any unit member for participating in any grievance.
- J. A grievance may be withdrawn at any level.

## **ARTICLE VII-DUES AND AGENCY FEE**

- A. The Chapter shall certify in writing to the College the amount of dues to be deducted.
- B. The College will deduct from the pay of each actively employed member of the bargaining unit from whom it has received written authorization to do so the required amount of dues.
- C. The monies and a list of employees from whose pay have been deducted shall be forwarded to the Chapter Treasurer no later than five (5) working days after the end of the month in which the deduction has been made.
- D. The Chapter represents to the College that it has established a demand and return system and that it is in compliance with the requirements set forth in Sections 2 and 3 of Chapter 477 Laws of 1979.
- E. Bargaining unit members who do not choose to join the Chapter shall have a representation fee of eighty five percent (85%) of the Chapter dues deducted from their pay and forwarded to the Chapter Treasurer no later than ten (10) working days after the deduction has been made.
- F. The Chapter agrees to indemnify the College and save it harmless from any and all demands, suits, or other forms of liability that may cause out of, or by reason of, any action taken by the College for the purpose of compliance with any provision of this article.
- G. The College agrees to furnish all newly hired adjunct faculty with a dues authorization form together with a copy of this Agreement. Said dues authorization form shall include instructions which indicate that it should be returned to the Chapter Treasurer.
- H. Dues shall be deducted on all credit courses taught by a bargaining unit member. The dues deduction will include Fall, Winter, Spring and Summer semesters and sessions.

## **ARTICLE VIII- TIMELY NOTIFICATION**

- A. Nothing in the provisions of this Article shall supersede or interface with the implementation and enactment of any and all negotiated agreements with the full-time faculty pertaining to class assignments.
- B. Whenever possible, the College will make an offer of employments to bargaining unit members in the semester prior to the semester to which the offer applies. Whenever possible, offer of employment for summer session will be made to bargaining unit members by April 30<sup>th</sup>.
- C. Whenever possible, the College will provide individual employment assignments, which specify the assigned course, meeting dates and location, duration of the course, number of credits and rate of pay. Whenever possible, said assignments shall be issued at least two (2) weeks before the start of the semester.
- D. If a course, which has been offered and accepted by a bargaining unit member, is cancelled for any reason, including insufficient registration, the College will make every effort to notify the adjunct within two (2) business days of the cancellation. If a bargaining unit member has taught any portion of the course before it is officially cancelled, he/she will receive pro rata payment based on the amount of time taught and the member's rate of pay.
- E. Salary payment will not be issued to any bargaining unit member who has not submitted transcripts, certifications, and any other documents pertinent to their employment. All bargaining unit members as herein defined shall also be required to complete necessary documents for enrollment into the New Jersey Pension Plan.

## **ARTICLE IX- DISTANCE EDUCATION**

### **A. ASSIGNMENT**

In order to be eligible to teach a distance education course, a bargaining unit member must be qualified by successfully completing the learning management training program(s) offered by the College Distance Education Department. Assignments to teach distance education courses shall be strictly voluntary on the part of the bargaining unit member.

### **B. CREATION AND APPROVAL OF DISTANCE EDUCATION COURSES**

Creation of distance education courses or conversion of existing courses to distance education courses shall follow the same process of approval as that for any traditional classroom course. The application to develop a distance education course must be submitted for an initial approval from the Academic Dean and the Vice President of Academic Affairs before work begins.

**C. COMPENSATION FOR DEVELOPMENT OR CONVERSION OF DISTANCE EDUCATION COURSES**

1. Upon pre-approval by the Vice President of Academic Affairs, or designee (e.g. Academic Dean), bargaining unit members shall be permitted to develop an online course and will be compensated 1.5 credits for such efforts. No bargaining unit member shall be offered to develop and teach an online course for the first time until the Academic Dean has provided the bargaining unit member with written approval.
2. Compensation for development shall be paid at the end of the semester the course is developed.
3. Any bargaining unit member who agrees to develop a distance education course must agree to teach the course for at least 3 consecutive semesters.

**D. COMPENSATION FOR TEACHING OR REVISING A DISTANCE EDUCATION COURSE**

1. Bargaining unit members shall be compensated for distance education courses at the same rate of pay as they are compensated for teaching the course on campus.
2. If the total enrollment of a distance education course exceeds normal teaching load limits as set forth by the College for non-lecture, online classes (presently 26), the bargaining unit member shall be paid at the same rate per student in each section taught over the normal class teaching load limits as set forth in the full-time contract.
3. In the event an existing distance education course is to be revised, the bargaining unit member shall receive between one and three credits (1-3) at the discretion of the Academic Vice President.

## **E. USAGE OF DEVELOPED ONLINE COURSE MATERIAL**

1. The faculty member who develops and teaches an online course retains the intellectual property rights to the course and materials (lessons, assignments, exams, etc.) developed as part of the course. No faculty member, other than the developer, shall use the intellectual property rights (lessons, assignments, exams, etc.) of the distance education course or any part of it without the written permission of the developer. After three semesters the College owns the course excluding the intellectual property rights.
2. In the event that a bargaining unit member develops, but does not teach, an online course the college shall retain the property rights.

## **F. SUPPLIES**

1. The College is responsible to provide all necessary materials and supplies needed for adjunct faculty to carry out teaching assignments.

## **ARTICLE X – COMPENSATION**

- A. Compensation is for completion of teaching assignments mutually agreed upon between Union County College and the bargaining unit member. On September 1, 2016 the salary structure shown in Paragraph E shall become effective until September 1, 2017 when the new rate schedule below becomes effective. All unit members shall be classified in accordance with the number of semesters to Union County College.
  1. It is the responsibility of the unit members to produce sufficient documentation, such as official transcripts, to the Human Resources Office in order to be classified.
  2. The deadline for receipt of documentation shall be at the end of the second week of classes for the semester of initial hire or when a new classification has been requested.
  3. If insufficient documentation or no documentation is submitted, the unit member shall be classified at Level A.
- B. Increments previously accrued due to attendance at the UCC Adjunct Institute shall continue to be paid to unit members who have earned them for the duration of this Agreement, but no additional credits to base can be accrued. The increments will be added to the stated rates in the respective salary level in paragraph E.
- C. In each year of the contract unit members shall be eligible to receive the annual increases indicated in Paragraph E.

## D. SALARY LEVELS

LEVEL A- BA with less than 6 years' service at the College LEVEL

B- CPA/MA/MS/2 BAs with less than 6 years  
BA with 6-11 years

LEVEL C- CPA/MA/MS with 6-11 years  
2 BAs with 6 years or more BA with  
more than 11 years  
2 Masters with less than 6 years

LEVEL D- CPA/MA/MS with more than 11 years but less than 16 years PhD/EdD/JD  
with less than 6 years  
2 Masters with 6-11 years

LEVEL E- CPA/MA/MS with more than 16 years  
PhD/EdD/JD with 6-11 years  
2 Masters with more than 11 years LEVEL

F- PhD/EdD/JD with 11 years or more

## E. RATES OF PAY

Bargaining unit members shall be paid as follows per credit hour:

<b>SALARY PER CREDIT</b>		
<b>LEVEL</b>	<b>Eff. 9/1/15</b>	<b>Eff. 9/1/16</b>
A	624.00	636.00
B	654.00	667.00
C	730.00	745.00
D	790.00	806.00
E	806.00	822.00
F	821.00	837.00

Bargaining unit members who completed the Fall 2016 or Spring 2017 semester or Summer I or Summer II sessions will be subject to the rates above for the period 9/1/2016 – 8/31/2017.

Effective September 1, 2017

		<u>9/1/2017</u>	<u>9/1/2018</u>
Adjunct I	1-10 semesters	754	773
Adjunct II	11-20 semesters	786	806
Adjunct III	21-30 semesters	807	827
Adjunct IV	31+ semesters	854	875

1. Compensation is for completion of a course, which includes submission of grades. If grades are not submitted, remuneration for the semester must be returned.
2. An original letter of evaluation from a certified crediting agency must be submitted for any transcript from a foreign educational institution.
3. This rate schedule is in addition to the grandfathering rate from the Adjunct Institute.
4. Bargaining unit members whose rate exceeds to above-noted rates will have his/her rate frozen at the 9/1/2016 rate levels until he/she is eligible for a higher rate.
5. Bargaining unit members need to be on the College payroll as of December 22, 2017 to receive retroactive pay for the Fall 2017 semester.

## **F. FREQUENCY OF PAY**

1. All Bargaining unit members must have submitted the required documents to the Human Resources office prior to the start of the semester in order to be paid. Once the required documents have been submitted, bargaining unit members shall be paid in the following manner:
2. Fall Semester:  
Bargaining unit members shall receive their first paycheck by September 30<sup>th</sup> and thereafter they shall be paid on the 15<sup>th</sup> and the end of each month, until the end of the semester. If a bargaining unit member begins teaching a class after the start of the semester, they will receive their first check by the pay date following the end of the 4<sup>th</sup> week following the day of their first class. In order for a bargaining unit member to receive the last check of the semester, all end of semester paperwork including final grades, must be submitted.
3. Spring Semester:  
Bargaining unit members shall receive their first paycheck by February 15<sup>th</sup> and thereafter they shall be paid on the 15<sup>th</sup> and the end of each month, until the end of the semester. If a bargaining unit member begins teaching a class after the start of the semester, they will receive their first check by the pay date following the end of the 4<sup>th</sup> week following the day of their first class. In order for a bargaining unit member to

receive the last check of the semester, all end of semester paperwork including final grades, must be submitted.

4. During Winter Session, bargaining unit members shall be paid in full upon completion of the course. For Summer I and Summer II, the first payment is made at the midpoint of the summer course(s) and then bimonthly thereafter, until the final payment is made upon the completion of the course(s).
5. Paychecks shall either be mailed to the bargaining unit members' homes, be directly deposited in their designated bank account, or be available for pickup in the Payroll Office.

## **G. OTHER COMPENSATION**

1. Members of the bargaining unit shall be paid at the same per student rate as full time faculty for each student taught over the normal enrollment limits as set forth in the full-time contract. The calculation for the normal enrollment per class shall be determined in the same manner as for the full-time faculty.
2. For those classes that have an enrollment of less than twelve, the bargaining unit member will be paid at the same per student rate as full time faculty. Payment for an under enrolled class, at the per student rate, shall not exceed the bargaining unit member's normal rate for a course.
3. The stipend of \$75.00 for UCC 101 workshops will be discontinued, except when mandatory for bargaining unit members teaching the course for the first time.
4. Bargaining unit members are subject to docking of pay after more than two (2) self-cancellations, per course, excluding religious holidays. Accordingly, bargaining unit members are required to report all self-cancellations to their Academic Deans.

## **ARTICLE XI - BENEFITS**

### **A. HEALTH BENEFITS**

Upon request, the College will provide information to unit members regarding the availability to purchase medical/prescription coverage directly from the School Employees' Health Benefits Program ("SEHBP") at the member's expense.

### **B. TUITION WAIVER**

1. Bargaining unit members shall be granted free tuition entrance to any non-credit class.
  - a. Bargaining unit members are only eligible during the semester that they are employed by the College.
  - b. Bargaining unit members may take courses on a space available basis, provided that the course is open to employee enrollment.
  - c. Bargaining unit members may receive tuition waiver for any semester or

session for no more than two courses.

2. To be eligible for tuition waiver the bargaining unit member must have completed five (5) consecutive semesters of teaching at the College. This does not include the Fitness Center, which requires a completion of ten (10) consecutive semesters to qualify for tuition waiver. To qualify for this benefit the bargaining unit member must be employed by the College during the semester for which the waiver is being requested. An interruption of three or more semesters of employment would negate the member's eligibility for this benefit.

## **ARTICLE XII- INFORMATION EXCHANGE**

- A. The Chapter agrees to furnish to a designee named by the College a complete list of all officers of the Chapter including titles, addresses and designation of responsibilities and to keep such list current.
- B. The College agrees to furnish to the Chapter a register of bargaining unit members who are teaching that semester. The College shall make every effort to make a preliminary register by the end of the fourth week of each semester and shall provide a final register at the end of the eighth week of each semester. The register shall be provided both in written form and either by email or on a computer disk. The computerized information shall be provided in the form of an Access file or an Excel file with the following fields:
  1. Last name
  2. First name.
  3. Street address
  4. City
  5. State
  6. Zip
  7. Number of credits taught
  8. Division(s)
  9. 85% dues or full members
- C. The College shall respond to inquiries from the Union regarding dues deductions and the status of a bargaining unit member within ten working days.

## **ARTICLE XIII- SEPARABILITY**

- A. In the event any provision of this Agreement, in whole or part, is declared illegal, void, or invalid in any final determination by any agency or court of competent jurisdiction, all of the other terms, conditions, and provisions of this Agreement shall remain in full force and effect.

**ARTICLE XIV-DURATION**

This Agreement shall be in effect for the period commencing September 1, 2016 through August 31, 2019 and shall remain in full force and effect until a successor agreement has been reached.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Cranford, New Jersey, on

Union County College Chapter of the  
United Adjunct Faculty of New Jersey,  
Local 2222, AFT, AFL-CIO

Union County College

*M. Williams* 4/25/18

*Lynne A. Welch* 4/25/18

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