

## MEMORANDUM OF AGREEMENT

Union County College (“College”) and the Union County College Chapter of United Adjunct Faculty of New Jersey, Local 2222, AFT, AFL-CIO (“AFT”) have tentatively agreed to the following changes to the parties’ collective negotiations agreement, subject to ratification of the parties. All other terms of the parties’ collective negotiations agreement not specifically modified herein shall remain unchanged for the term of the successor Agreement – September 1, 2019 through August 31, 2022:

### **Article I – Recognition**

**A.**

**Add:** *“The College shall comply with the Workplace Democracy Enhancement Act (“WDEA”).*

### **Article III – Rights of Bargaining Unit Members**

**A.6.**

**Add:** *“No adjunct faculty member has reasonable assurance of continued employment after an assigned semester.”*

**A.7.**

**Original** - 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.

**Revised** – *Any bargaining unit member removed from service after fifteen business (15) days from the start 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.*

**C.1.**

**Original** - Notice of all full-time faculty or administrative position vacancies shall be posted near the faculty mailboxes as soon as the position becomes available.

**Revised** – *Notice of full-time faculty or administrative position vacancies shall be posted online as soon as the position becomes available.*

**D.1.**

**Original** - 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.

**Revised** - *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. All instructional materials must meet College policies and protocols and the respective Academic Dean, or his/her designee, must first approve all choices. Bargaining unit members must fully comply with the established course syllabus as directed by the Dean.*

**E.4.**

**Remove:** *“In the event a written report is prepared”* and **Add:** *“A written evaluation will be provided within 10 business days.”*

**I.4.**

Remove - Each member of the adjunct faculty shall be offered computer training whenever such classes are made available to other employees, when space is available.

**I.5.**

**Original** - Adjunct faculty shall have access to copiers, supplies and secretarial services.

**Revised** – *Adjunct faculty shall have access to copiers and supplies.*

**I.7.**

**Original** - All bargaining unit members shall be given access to the Library.

**Revised** – *All bargaining unit members shall be given access to the Library and multimedia resources.*

**I.8.**

Remove - All members of the bargaining unit shall have access to Computer Labs and Multimedia Resources.

**I.9.**

**Original** - 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.

**Revised** - *The College shall not abrogate the lawful rights of employees as to opening of their U.S. mail or personal belongings. The College reserves the right to inspect e-mail.*

## **Article VI – Grievance Procedure**

### **C. Step Two.**

**Change** – *15 calendar days to 30 calendar days.*

## Article VII – Dues and Agency Fee

### E.

Remove - 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.

### G.

**Revised – “The College agrees to furnish all newly hired adjunct faculty with a dues authorization form. A copy of this Agreement is available online. Said dues authorization form shall include instructions which indicate that it should be returned to the Chapter Treasurer.”**

## Article IX – Distance Education

### B.

**Original** - 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.

**Revised - *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 or no compensation will be given.***

### C.3.

Remove - 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.3.

Remove -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.1. – See Sidebar Agreement attached

## Article X – Compensation

### A.3.

Remove - If insufficient documentation or no documentation is submitted, the unit member shall be classified at Level A.

**E.1.**

**Original** - Compensation is for completion of a course, which includes submission of grades. If grades are not submitted, remuneration for the semester must be returned.

**Revised** - *Compensation is for completion of a course, which includes timely submission of grades according to College policy. If grades are not submitted, remuneration for the semester must be returned.*

**E.5.**

Adjust accordingly

**F.**

Add – *College policy requires final grades submitted within 48 hours of the last final exam for a course (e.g., for a science course with a laboratory, grades must be submitted with 48 hours after both the classroom and laboratory exams are completed). [Move to E.1]*

**F.5.**

**Original** - 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.

**Revised** - *Paychecks shall be only by direct deposit in their designated bank account.*

**Article XII – Information Exchange**

**B.9.**

**Replace with “member or non-member”**

The parties also agree to the following changes to the collective negotiations agreement:

1. The College will provide a list of all adjunct faculty members within thirty (30) days of the commencement of a semester and two (2) weeks after the first payroll will produce a list of all adjunct faculty members indicating his/her dues deductions.
2. A \$50 per session maximum of three (3) days for professional development.
3. Increase winter credits from three (3) to four (4) credits.
4. The adjunct faculty members are seeking a 2.65% raise for each year of the three (3) year agreement to be applied to the current four (4) levels of the adjunct faculty pay rates, which are as follows:

- i. Adjunct 1 \$773
- ii. Adjunct 2 \$806
- iii. Adjunct 3 \$827

iv. Adjunct 4 \$875

Applying the 2.65% raise to the above-noted pay rates, results in an overall settlement of approximately 2.48% as a result of the following clause in the parties' current collective negotiations agreement: "Bargaining unit member whose rates exceeds the above-noted rates will have his/her rate frozen at the September 1, 2016 rate levels until he/she is eligible for higher rate." The new rates would be as follows:

**Effective September 1, 2019:**

	9/1/2019	9/1/2020	9/1/2021
ADJ I	\$793	\$815	\$836
ADJ II	\$827	\$849	\$872
ADJ III	\$849	\$871	\$894
ADJIV	\$898	\$922	\$946

**SIDEBAR AGREEMENT**

As a result of the COVID-19 Pandemic and Governor Murphy's Executive Orders physically closing public and private schools and requiring on-line and/or virtually learning, the College and the AFT agree as follows:

1. The AFT and its members agree that during the COVID-19 Pandemic or until December 31, 2020, whichever occurs later, the College shall have the right to use the intellectual property rights (lessons, assignments, exams, etc.) of any distance education course or any part of it developed by a member of the AFT without the written permission of the developer and can assign other College employees to utilize any such distance education course or any part of it during the COVID-19 Pandemic or until December 31, 2020, whichever occurs later.

2. The parties further agree that this Sidebar Agreement is non-precedent setting and the AFT and its members are agreeing to same to assist the College and the needs of the students during the COVID-19 Pandemic.

**Union County College**

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**Dated:**

**AFT Local No. 2222**

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