

COLLECTIVE BARGAINING AGREEMENT

Between

**UNITED ADJUNCT FACULTY NJ –
SUSSEX CHAPTER LOCAL 2222, AFL-CIO**

-and-

SUSSEX COUNTY COMMUNITY COLLEGE

July 1, 2021-June 30, 2023

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ARTICLE 1
RECOGNITION

The Board of Trustees of Sussex County Community College, hereinafter the "Board" or the "College," hereby recognizes the Sussex County Community College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, NJAFT, AFT, AFL-CIO, or its successor, hereinafter the "Chapter" or the "Union," as the exclusive bargaining representative for collective negotiations concerning the terms and conditions of employment for all adjunct faculty teaching for credit courses at the College.

For purposes of this Article, a year shall be defined as 365 days.

The parties recognize that an adjunct faculty member teaching credit courses employed under at least their second contract of employment within a year of their first contract with SCCC qualifies for membership in the bargaining unit.

ARTICLE 2
CHAPTER RIGHTS

A. The rights and privileges of the Chapter and its representatives as set forth in this Agreement shall be granted exclusively to the Chapter.

B. The College shall provide to the Adjunct Faculty Chapter one designated Adjunct Faculty Chapter Bulletin Board in each adjunct faculty office area for the posting of materials related to official Chapter business. The Chapter may use at no cost College internal mail services; i.e. adjunct faculty mailboxes. The College will at the beginning of each semester provide the Chapter with a list of all adjunct faculty college e-mail addresses and will provide technical assistance to enable the Chapter to create an e mail group to send e mail notices to unit members at their College e mail addresses.

C. The VP of Finance and Administration agrees to furnish to the President of the Adjunct Faculty Chapter the following documents upon formal approval of such documents by the College's Board of Trustees:

1. Annual financial reports.
2. Annual audits
3. Adopted Budgets
4. Minutes of Board Meetings
5. The College will supply the Chapter with a roster of bargaining unit members, including names, last known addresses; course assignments with number of sections and salaries when such list is available from the Office of Academic Affairs, but not later than the start of the fourth (4th) week of instruction in the Fall or Spring semesters. The College will also provide the Chapter with access to the online roster of bargaining unit members and assignments.

D. The College agrees to provide to the Chapter such existing and unprivileged information as may be reasonably required and requested by the Chapter to process any grievance or to negotiate future agreements.

E. Adjunct faculty members may participate in standing academic committees where allowed by committee by-laws and general practice of the committee. Adjunct faculty may attend regularly scheduled division meetings. Each academic year, the Chief Academic Officer will forward these meeting schedules to the adjunct faculty Chapter President at his/her adjunct email address.

F. The Chapter and its representatives shall have the right to reasonable access to College premises to conduct official Chapter business, including membership meetings, provided it does not interfere with the educational process, adjunct faculty duties or

operations of the College. It is further agreed that no adjunct faculty member will interrupt his or her teaching responsibilities or preempt previously scheduled, contractually required College responsibilities to attend an adjunct faculty Chapter membership meeting.

G. The Chapter and its representatives shall have the right to use College buildings to conduct official Chapter business, including meetings, during regular College operation hours, provided such use shall not interfere with nor interrupt normal College operations. A Chapter request to use a College building for a meeting shall be made in writing in advance of the meeting and be submitted to the Coordinator of Scheduling. Approval or denial of the Chapter's request shall be returned to the Chapter President not later than five (5) business days after the request is submitted to the Coordinator of Scheduling. Approval of such requests shall not be unreasonably withheld. Such use of the College facilities shall be consistent with the mission of the College. The College will not preempt a previously scheduled meeting of the Adjunct Faculty Chapter unless exigent circumstances exist.

Non-employee authorized adjunct faculty Chapter representatives shall have reasonable access to College premises to conduct official Chapter business provided it does not interfere with the operations of the College and is in accordance with College policies regarding campus visitors.

ARTICLE 3
BARGAINING UNIT MEMBER RIGHTS

A. Academic Freedom: The College shall uphold the principle of academic freedom in accordance with all applicable federal and state court decisions that apply to higher education environments.

B. Pursuant to the provisions of the New Jersey Employer-Employee Relations Act, *N.J.S.A. 34:13A-1 et seq.*, the College hereby agrees that adjunct faculty members shall have the right freely to organize, join and support the Chapter and its affiliates for the purpose of engaging in collective negotiations and other legal concerted activities concerning the terms and conditions of employment for all bargaining unit adjunct faculty members. The College agrees that it shall not directly or indirectly deprive or coerce any adjunct faculty member in the enjoyment of any rights conferred by the Act, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any adjunct faculty member with respect to hours, wages or any terms or conditions of employment by reason of the adjunct faculty member's membership in the Chapter and its affiliates, collective negotiations with the College or the adjunct faculty member's institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. Nothing contained herein shall be construed to deny or restrict to any adjunct faculty member such rights as he/she may have under New Jersey school laws or other applicable laws or regulations.

D. No adjunct faculty member shall be prevented from wearing pins or other identification intended solely to denote membership in the Chapter or its affiliates.

E. Upon the request of a unit member, a Chapter representative may be present during any investigatory interview scheduled as a result of an incident or complaint by a student, administrator or colleague which the unit member reasonably believes may result in discipline. A unit member shall also be entitled to Chapter representation during any meeting subsequent to formal evaluation reports which concerns his/her continued employment.

The representative shall be chosen by the unit member involved. The choice of representative, however, shall not delay the interview beyond five (5) working days from the date of the College's request. The College will mail such notice to the bargaining unit member's last known address and will also place such notice in the member's campus mailbox.

E. No adjunct faculty member shall be disciplined or terminated without just cause. Discipline shall be applied in a non-discriminatory fashion. Discipline to be imposed 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 adjunct faculty. Bargaining unit adjunct faculty members subject to disciplinary action

retain the right to utilize the grievance procedure contained within this collective bargaining agreement.

F. The College retains the right to remove a bargaining unit member from the classroom when, in the sole discretion of the College, such removal is necessary to protect the interests of the College. Utilization of the grievance procedure does not preclude such removal from the classroom while an investigation is being conducted, nor does it guarantee a reinstatement to the classroom. The removed bargaining unit member shall be suspended with pay until such time as the matter is resolved. Such payment shall not extend beyond the semester in which the suspension is initiated.

G. In the event that an incident requiring an investigation becomes known to the College after the completion of a Fall or Spring semester but prior to the commencement of teaching in a subsequent Spring or Fall semester, respectively, any pending offer(s) of employment shall be null and void. Furthermore, the individual under investigation shall have no claim to any remuneration under said offer(s) of employment. Nor shall any such offer(s) of employment be a guarantee of reinstatement for said subsequent semester during which the investigation is being conducted.

ARTICLE 4
GRIEVANCE PROCEDURE

- A. Grievance: A “grievance” is a claim by the Chapter that there has been a violation, misinterpretation or improper application of this Agreement or a violation of College Policy or administrative decision affecting the terms and conditions of employment. The term “grievance” and procedure relative thereto shall not be deemed applicable to non-renewal or any other decision of the Board of Trustees to not offer a contract to a Bargaining Unit member, nor shall the reason for such decision be grievable. As used in this Article, “business day” means any day Monday through Friday, inclusive, the College offices are open for business.
- B. Procedure. In the event a bargaining unit member, or a group of bargaining unit members for the Chapter, believes there is a basis for a grievance, the party or parties involved shall:
- B.1. Informally discuss the grievance with the Dean of their appropriate division.
 - B.2. If, as a result of the informal discussion, a grievance is unresolved, the Chapter may invoke the formal grievance procedure on the mutually established form and signed by the Chapter and the Grievant(s).
 - B.3. A formal grievance shall be filed with the Chief Academic Officer within thirty (30) calendar days of its occurrence, or the date when the Chapter and/or the bargaining unit member became aware or should have become aware of the grievance.
 - B.4. The time limitation shall apply to any violation that has occurred in the past and continued up to the time the grievance procedure is initiated if the Chapter or the grievant reasonably should have known of its existence.
- C. Grievance Level One: Within ten (10) business days of the filing of the grievance, the Chief Academic Officer or designee shall meet with the Grievant and his/her Chapter representative in an effort to resolve the grievance. The Chief Academic Officer or designee shall issue to the Chapter a decision on the grievance, in writing, within ten (10) business days of the grievance meeting.
- D. Grievance Level Two: If the Chapter is not satisfied with the disposition of the grievance by the Chief Academic Officer or designee or if no disposition is made within the time limits in Level One, the Chapter shall transmit the grievance to the President by filing a written copy thereof within ten (10) business days from the receipt of the Chief Academic Officer’ decision. The President shall issue a decision to the Chapter on the grievance within ten (10) business days. If the grievance is denied, the President shall state the reasons for doing so. Grievance Level Two does not preclude a meeting between the Chapter and the President regarding the grievance.

E. Grievance Level Three. If the Chapter is not satisfied with the disposition of the grievance by the President, or if no disposition has been made within the period provided in Level Two, the grievance may be submitted to arbitration within ten (10) calendar days from the date of receipt of the President's decision or at the expiration of the time limit stated in Level Two. To initiate arbitration, the Chapter shall send a written request to the New Jersey Public Employment Relations Commission with a copy to the College President.

F. Arbitration.

F.1. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the Agreement. All parties agree to be bound by the decision of the arbitrator.

F. 2. The arbitrator's fees and expenses shall be shared equally by the Board and the Chapter.

F.3. When arbitration hearings are held during work hours, the Grievant, a Chapter representative and necessary witnesses shall be excused without loss of pay.

G. Since it is important that a grievance be processed as expeditiously as possible, the number of days indicated at each level shall not be considered as merely procedural, but shall be deemed of the essence. Any grievance shall be considered settled if not appealed to the next level or arbitration within the time limits set forth herein. Time limits at each-level may be extended by mutual consent in writing. Verbal time extensions cannot be considered valid under the terms of this Agreement.

H. No reprisals of any kind shall be taken against any unit member for participating in any grievance.

I. The College agrees to furnish any documents as may be reasonably and lawfully required to process grievances in accordance with this Article.

J. A grievance may be withdrawn at any level.

K. In the event that a grievance originates at the President's level, then the grievance shall commence with the Chief Academic Officer (Level Two described in paragraph D above).

ARTICLE 5
OFFERS OF EMPLOYMENT AND INDIVIDUAL CONTRACTS

Nothing in the provisions of this Article shall supersede or interfere with the implementation and enactment of any and all negotiated agreements with full time faculty pertaining to teaching loads.

A. The College will issue via College e mail to the member's college e-mail address a "notice of intent to employ" to selected members of the bargaining unit consistent with staffing requirements in each semester. The College shall use its best efforts to issue such notices no later than the third week preceding the first meeting of each designated class. The parties recognize that such notices do not constitute a binding contract to employ and are subject to withdrawal in the event that a class is canceled. The notice shall set forth the course(s) assigned, duration of the course and the rate of pay. The member shall respond via the member's college e-mail account by the date specified in the notice, confirming the member's willingness to accept a contract if offered.

B. Bargaining unit members shall be issued individual employment contracts in the semester for which they have received a notice of intent to employ in accordance with the following conditions:

(1) Receipt by the College of a confirming e mail from the unit member, sent from the member's College e-mail account, acknowledging receipt of the notice and assent to its terms, or a signed acceptance of the notice of intent to employ;

(2) Receipt by the College of all completed documentation required for employment purposes, such as the Federal I-9 form, employment application, emergency contact form and Federal W4 form.

All bargaining unit members as herein defined shall also be required to complete the necessary documents for enrollment in the Public Employees Retirement System or the Alternate Benefit Program upon hire.

Said individual employment contract shall set forth the date of the term, course(s) assigned, duration of each course and rate of pay for each credit hour. Such contracts shall be issued within one calendar week of the first meeting of the class.

C. If a course which has been offered to and accepted by an adjunct is canceled for any reason, including insufficient registration, said adjunct will be notified within two business days of the cancellation.

D. A bargaining unit member shall be provided with the College website URL where the member can access the electronic copy of this Agreement and the Faculty Handbook along with all other orientation materials.

E. A bargaining unit member who has been offered and who has accepted and commenced teaching an assigned course(s) shall not be removed from any course(s) except for just cause or financial exigency.

F. In the event that a bargaining unit member is displaced from a course by a full-time faculty member for legitimate reasons for full-time faculty course load distribution or other terms and conditions of full-time faculty employment, said bargaining unit member's contract for that course shall be null and void.

G. In the event that the College has issued a notice of intent to employ and the bargaining unit member's assigned class is cancelled due to underenrollment or displacement by a full-time faculty member, the affected bargaining unit member shall receive pro-rated compensation for actual classroom contact hours rendered.

H. In the event that the College has issued a letter of intent to employ and the bargaining unit member's assigned class is cancelled due to underenrollment or displacement by a full-time faculty member, the affected bargaining unit member shall be reimbursed in the amount of \$75 if said class is a first-time assignment for that bargaining unit member.

I. Hereinafter, any individual contract for teaching executed between the College and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract to teach contains any language inconsistent with this Agreement, this Agreement shall be controlling.

J. By the tenth calendar day of each Fall semester, senior adjunct faculty members have the option of making known to their Department Chair in written format the class(es) they would like to be assigned to teach for the subsequent Summer and following Fall semesters. By the tenth calendar day of each Spring semester, senior adjunct faculty members have the option of making known to their Department Chair in written format the class(es) they would like to be assigned to teach for the subsequent Winterim and following Spring semesters. The department chair will make a concerted effort to accommodate the senior adjunct faculty member's written request. The parties agree that stating a preference for two classes does not preclude an adjunct from being scheduled for three classes per semester. The parties further agree that this written request will not constitute a binding contract to teach such class or classes, a guarantee of reinstatement to adjunct faculty employment or a guarantee of assignment to teach the requested class(es) in any future semesters. The parties also agree that failure to be assigned the requested class(es) will not be subject to the grievance procedure. For purposes of this article, the definition of senior adjunct faculty in Article 9 (Seniority) will govern.

ARTICLE 6
VACANCIES AND POSTINGS OF FULL-TIME FACULTY OPENINGS

- A. Bargaining Unit members shall be notified promptly via e mail of full-time faculty vacancies at the College.
- B. An internal posting shall be available simultaneously with an outside advertisement.
- C. Bargaining unit members will be given consideration for full-time positions for which they apply and meet or exceed posted minimum qualifications or their equivalent (degree, certification in the field or work experience). Any bargaining unit members who meet or exceed posted minimum qualifications or their equivalent and who have taught forty-five (45) or more credits at SCCC will be granted an interview upon application for the position.
- D. The parties agree that the determination of the necessary job qualifications remains at the sole discretion of the College.
- E. The College shall notify any adjunct faculty applicant of the final determination of the search.
- F. The parties agree that nothing in this Article shall be subject to the grievance procedure.

ARTICLE 7
BARGAINING UNIT MEMBER EVALUATION PROCEDURE

The evaluation of Adjunct Faculty at Sussex County Community College who are members of the bargaining unit is designed to:

1. Facilitate professional development in teaching excellence;
2. Maintain and strengthen instructional quality in the classroom.

Upon commencement of the semester and the signing of a contract, bargaining unit members shall receive a written statement setting forth the criteria on which they will be evaluated.

Methods:

The measurement of teaching effectiveness and instructional quality shall primarily be classroom observations by an academic dean or his/her designee in conjunction with student input/evaluations.

CLASSROOM OBSERVATION

Bargaining unit members shall be formally observed at least once in the first semester of teaching, and then *not less than every three years* by an academic dean or his/her designee. This schedule shall also be followed where the unit member teaches a course for the first time in a different discipline area or when in the judgment of the academic dean such additional evaluations are warranted.

As utilized in this Article, the person designated by the academic dean for purposes of adjunct observation or evaluation does not have to be an expert in the discipline which the evaluated adjunct is teaching; cross-disciplinary designees are acceptable.

Procedure

- A. First-time bargaining unit members or those teaching in a new discipline for the first time or a course which in the academic dean's judgment also warrants additional observation, shall receive a letter from an academic dean or his/her designee explaining the evaluation process, the criteria and the observation form to be used (including a link and/or instructions as to where the observation form can be obtained) and a response sheet to indicate the preferred date and time for observation.
- B. Upon submitting the response form, the bargaining unit member and the appropriate academic dean or his/her designee shall agree on a date for the observation.
- C. Prior to the observation, bargaining unit members shall fill out a questionnaire sent by the academic dean or his/her designee for preparation for the observation. The questionnaire must be submitted to the assigned observer five (5) calendar days prior to

the observation. Bargaining unit members will be given a choice of three dates for the observation and will receive at least fourteen (14) calendar days notice of the observation date.

D. The classroom observation conducted by the academic dean or his/her designee will last for the entire class period and will be followed up by a formal written report presented to the bargaining unit member.

E. The observation report must contain a conclusive statement of the observation; a copy shall be provided to the bargaining unit member at least one working day before the follow-up conference between the member and the assigned observer. The follow-up conference to review the report shall be held within fourteen (14) calendar days of the observation. The bargaining unit member shall have the right to submit a written response to the academic dean or his/her designee within fourteen (14) calendar days of the conference.

F. All classroom observations and reports thereof shall be discussed with and signed by the bargaining unit member prior to being placed in the unit member's instructional activity file maintained in the Office of Academic Affairs. Bargaining unit members' signatures are understood to signify neither agreement nor disagreement with the report but simply to acknowledge the report and discussion thereof. If the member refuses to sign the report, it shall be placed in the instructional activity file with a notation that the report was reviewed with the member and the member refused to sign it.

G. In the event of a negative observation report, the bargaining unit member shall be given a follow-up observation during that assigned semester. Bargaining unit members shall also have the right to request and receive a follow-up observation in the event any negative findings are contained in the observation report. Prior to the follow-up observation the academic dean or his/her designee will provide the bargaining unit member with relevant resources and/or recommendations regarding any negative findings. The procedures set forth above shall also apply to the follow-up observation.

H. All follow-up classroom observations and reports thereof shall be discussed with and signed by the bargaining unit member prior to placing the report in the member's instructional activity file maintained in the Office of Academic Affairs. Again, bargaining unit member signatures will signify neither agreement nor disagreement with the report, but will merely acknowledge the report and discussion thereof. If the member refuses to sign the report, it shall be placed in the instructional activity file with a notation that the report was reviewed with the member and the member refused to sign it.

STUDENT EVALUATIONS

Towards the end of each semester, student evaluations will be completed in all courses taught by bargaining unit members. The student evaluations will be reviewed by the academic dean or his/her designee at the end of the semester. All student evaluations will be kept on file in Academic Affairs.

If the student evaluation forms indicate a problem(s), the academic dean or his/her designee will schedule a meeting to discuss the problem(s) with the bargaining unit member. A note indicating the outcome of the meeting shall be placed in the bargaining unit member's Instructional Activity file maintained in the Office of Academic Affairs.

Each semester, bargaining unit members are required to participate in their respective department's course-level assessment of student learning activities.

**ARTICLE 8
PERSONNEL FILES**

A. There shall be one official personnel file for each bargaining unit member, which shall be maintained in the Human Resources Department, as well as an instructional activity file maintained in the Office of Academic Affairs.

1. No evaluative material shall be placed in the personnel files unless the bargaining unit member has received a copy and has affixed his/her signature to the original. Signing such material signifies only that the bargaining unit member has received a copy. It shall not signify either approval or rejection of the contents.
2. The bargaining unit member shall have the right to answer in writing any material in his/her personnel files and this answer shall be attached to the pertinent material and made a permanent part of the files.
3. 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 procedure.
4. No anonymous material shall be placed in personnel files.
5. Access to a bargaining unit member's personnel file shall be limited to purposes of official college business.
6. A bargaining unit member shall have the right to examine his/her personnel file within three working days of having provided formal notice and to be furnished with a single copy of each requested item in such file at no cost.
7. A bargaining unit member may authorize a Chapter representative to examine his/her personnel file on his/her behalf, and to be furnished with a single copy of each requested item in such file at no cost. Such authorization shall be in writing.

ARTICLE 9
SENIORITY

Effective July 1, 2015, a senior adjunct faculty member will be defined as a bargaining unit member who is currently teaching or has taught more than eighty (80) credit hours at SCCC. Any unit members hired prior to January 1, 2013 shall attain senior status upon teaching or having taught sixty (60) credit hours at SCCC. The parties agree that the College has the right to place an adjunct faculty member in the senior category if the College determines that such action is warranted even though the required eighty credits, or a portion thereof, were not taught at SCCC.

**ARTICLE 10
SALARY**

A. Frequency of Pay

The salary of bargaining unit members shall be paid on the fifteenth and the last day of each month in accordance with the schedule of the recurring college payroll, as earned.

B. Method of payment

Salary will be paid by Direct Deposit to the employee's designated bank account.

C. Salaries. The following are the per credit hour salary rates for regular and senior adjunct faculty members for the term of this Agreement. The definition of Senior Adjunct Faculty as set forth in Article 9 ("Seniority") will govern all references to senior adjunct faculty within this Agreement.

2021-22 fiscal year:

Category	Class size up to 29 students	Class size 30+ students
Regular Adjunct	\$828	\$882
Senior Adjunct	\$920	\$974

The salary adjustment for 2021-22 shall be fully retroactive to July 1, 2021.

2022-23 fiscal year:

Category	Class size up to 29 students	Class size 30+ students
Regular Adjunct	\$845	\$900
Senior Adjunct	\$938	\$994

The applicable rate will be determined based upon class size at the tenth day enrollment roster date. Salary will initially be paid at the base rate and will be retroactively adjusted for classes over 29 students after the tenth day roster determination.

ARTICLE 11 BENEFITS

A. Supplementary Education and Training

1. Selected members of the bargaining unit may, at the request of the Chief Academic Officer, be encouraged to teach in new or related discipline areas. In the event such a request is made, the College will identify the necessary supplemental education or training as well as the provider of same. The College will pay the costs of tuition, books and supplies for each such course.

2. Individual bargaining unit members may also recommend to the Chief Academic Officer supplementary education and training opportunities which will serve to enhance that individual's value to the College. Such individual requests for supplemental education and training shall be made in writing to the Chief Academic Officer setting forth:

- a. the nature of the course of study.
- b. its provider and costs
- c. its relevance and value to the College.

Each such request may be granted at the sole discretion of the Chief Academic Officer.

B. Pay for Additional Assignments

1. Bargaining unit members are eligible to apply for assignments other than credit-bearing teaching assignments and will receive compensation for such activities in accordance with College policy. A notice will remain posted on the adjunct faculty bulletin board advising bargaining unit members where to obtain information on additional campus employment opportunities.

C. Directed study and/or distance learning

1. Directed studies that are mutually agreed to by the faculty member and appropriate Dean will be compensated at a flat rate of \$195.00 per student.

2. Bargaining unit members may be assigned distance learning courses when available and in accordance with College policy.

D. All bargaining unit members shall have the right to utilize photocopiers at no cost for the preparation of classroom materials. The College will make clerical services available to unit members for photocopying of the course syllabus and final examination for each course taught. Bargaining unit members shall provide the syllabus and final examination to the support staff for photocopying at least two weeks prior to the date on which the copies are needed.

- E. Bargaining unit members who are actively teaching shall have individual mailboxes during the semester(s) of assignment.
- F. Bargaining unit members who accept, prepare and teach a fourth course which has a different course title than any of the other three courses taught in that semester will receive an additional lump sum payment of Four Hundred Dollars (\$400).
- G. The College will pay an adjunct faculty member for his/her first time development of an on-line or on-campus course when such course development is either done at the request of the College or is otherwise approved by the College. Such payment is limited to the initial development of a course, and is not available for reconfiguration, update or other revision of an existing course. The payment will be at the rate of \$250 per credit hour, and equal to the number of credits assigned to the course which is developed. Payment will be issued when the course is fully developed to the satisfaction of the appropriate Dean.
- H. Adjunct faculty shall be compensated for online courses which must be redesigned due to the College's determination to change to a different Learning Management System ("LMS") at the rate of \$250 for each course which the adjunct faculty member redesigns.
- I. Upon request, the College will provide a mid-semester training opportunity on the use and application of the Learning Management System for adjunct faculty members who are teaching a particular course for the first time.
- J. All intellectual property created by a bargaining unit member on his/her own time or without compensation from the College shall be solely owned by the bargaining unit member. The bargaining unit member will offer first rights to the College to purchase or lease the intellectual property.
- K. Adjunct faculty members teaching a 3-credit science lab shall be compensated at a payment rate of 2.2 credits.

ARTICLE 12 TUITION WAIVER

A. An adjunct faculty member who has previously taught at least one semester at SCCC, as well as the adjunct faculty member's spouse, domestic partner [N.J.S.A. 26:8A-3], civil union partner [N.J.S.A. 37:1-29] or family member qualifying as a dependent under the Internal Revenue Code and Regulations, and subject to all of the terms and conditions herein, may take SCCC credit or non-credit courses, not to exceed a total value of \$2,000 per fiscal year for the adjunct and any family members. The tuition-waiver for adjunct faculty or dependents is for the standard student share of tuition. It does not include the cost of fees, textbooks and incidental expenses.

B. To be eligible for this tuition waiver, the requested course must begin and conclude while the adjunct faculty member is actively employed during the applicable semester, unless one of the following applies:

1. The tuition waiver provisions will apply to Summer term courses where the adjunct faculty member has taught a course in the immediately prior Spring semester or is scheduled to teach a course in the immediately following Fall semester;
2. If the adjunct faculty member's previously scheduled course is canceled or the adjunct faculty member is bumped from the course by a full-time faculty member, the adjunct/dependents will still be entitled to waiver of tuition for the semester.
3. An adjunct faculty member shall not take such courses during the adjunct faculty member's assigned work hours. Courses may be taken on a space-available basis only; an adjunct faculty member or his/her dependent must wait to register until five business days prior to the start of the course. Each semester, the Center for Continuing Education shall prepare a list of eligible non-credit courses and send it via the all-adjunct College email and post it on the College's intranet. Each semester, prior to the first day of registration, the Chief Academic Officer or his/her designee may exclude any course and will post a list of excluded courses on the all-adjunct college email and on the College intranet.
4. Tuition-waiver approvals under this clause will be made on a semester-by-semester basis. An adjunct faculty member or dependent requesting tuition waiver benefits under this policy must complete a "Request for Tuition Waiver Form," which is available in the Human Resources Department.

ARTICLE 13
MISCELLANEOUS

- A. If any provision(s) of this Agreement or any application of the Agreement, not including policies and procedures reserved to management, to any bargaining unit member or group of bargaining unit members shall be found contrary to law, then such provision or application shall not be deemed valid. All other provisions or applications shall continue in full effect.
- B. This Agreement is in lieu of all other contracts or understandings, including individual employment contracts, with respect to wages, hours, rate of pay or other conditions of employment heretofore or now existing between the parties. The College shall not be bound by anything not expressed in writing, subject to any obligation imposed by N.J.S.A. 34:13A-5.3 or the Education Laws of New Jersey.
- C. The College agrees to provide adequate office space to adjunct faculty in order to perform their required office hours during the term of this Agreement. The Chapter and the College agree that for purposes of this clause, “adequate” will be defined as an office designated for adjunct faculty use which will contain at least one desk and at least two chairs. The Chapter and the College further agree that the definition of “adequate” in this clause will not require that any office space so designated will be private or that it will contain a computer terminal.
- D. Effective with the Fall, 2012 semester and a mutually agreeable review of the contents of the current Faculty Handbook sections applicable to adjunct faculty, it is agreed that all remaining terms and conditions of employment not contained herein shall remain status quo as established by the pertinent provisions of the faculty handbook or past practice. The College will not alter or modify the terms of the status quo items for the duration of this agreement. This provision, however, will not prevent either party from proposing changes in the status quo items, and upon mutual agreement only, the parties will meet to discuss changes in the status quo items.
- E. The College will continuously make available in the C building and in the E building where adjunct faculty on-campus mailboxes are located a box of non-sterile vinyl gloves. In addition, each semester, a notice will be posted in the vicinity of the adjunct faculty mailboxes in C and E Buildings regarding the availability and location of such gloves. The provision of gloves does not imply a College requirement or expectation that adjunct faculty render first aid or other assistance during an emergency, other than to promptly notify College security or dial 9-1-1.

ARTICLE 14
AGENCY SHOP

- A. The College agrees to deduct from the pay of each Chapter member from whom it has received written authorization, the designated amount of monthly dues and will submit such dues monthly to the treasurer of the Chapter.
- 1) The authorization for dues deduction shall remain in full force and effect during the full term of a unit member's employment at SCCC unless withdrawn as follows: To withdraw from dues deduction, a unit member must submit a written request to withdraw to both the Chapter Chair and the responsible SCCC payroll clerk within ten (10) days following the anniversary date of his/her employment. The request for dues deduction withdrawal will then become effective on the thirtieth (30th) day after the unit member's anniversary date of employment at the College.
 - 2) The College assumes no responsibility for any errors made in making such deductions beyond correcting the error as soon as possible, following notification by an official of the Chapter.
 - 3) The Chapter's President or designee shall certify in writing any change in the amount of monthly dues to the College's Executive Director of Human Resources or designee. Any adjustment in the amount of monthly dues shall become effective the first day of the month following the College's receipt of the notification.
- B. The Chapter agrees to indemnify and hold the College harmless against any and all actions, claims, demands, losses or expenses, including reasonable attorneys' fees, in any manner resulting from action taken by the College at the request of the Chapter pursuant to this Article.

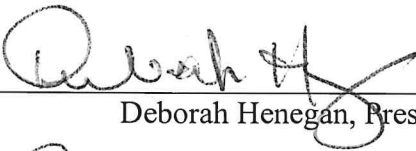
**ARTICLE 15
DURATION**

This Agreement shall become effective as of July 1, 2021 and shall remain in full force and effect until 12 midnight June 30, 2023.

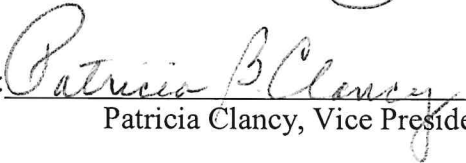
IN WITNESS WHEREOF, the parties have executed this Agreement on the ~~xx~~ 14th day of February, 2022.

FOR THE CHAPTER:

FOR THE COLLEGE:

By: 
Deborah Henegan, President

By: 
Dr. Jon Connolly, SCCC President

By: 
Patricia Clancy, Vice President

By: 
Dr. Tyler Morgus, SCCC Board Chair