

**THE ESSEX COUNTY COLLEGE
BOARD OF TRUSTEES**

AND

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



**COLLECTIVE BARGAINING AGREEMENT
September 1, 2011 through August 31, 2014**

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

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Main Campus

303 University Avenue
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730 Bloomfield Avenue
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250 Grove Avenue
Cedar Grove, NJ 07009

www.essex.edu

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ARTICLE 1
RECOGNITION
THE COLLECTIVE BARGAINING UNIT

A. UNIT RECOGNITION

The Board hereby recognizes Essex County College Chapter United Adjunct Faculty of New Jersey Local 2222, AFT, AFTNJ, AFL-CIO as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by Essex County College who are currently teaching and who have also taught at least one credit course during the previous three semesters. Summer, Winter or Intersession courses are not included when applying this definition.

B. EXCLUSIONS

The following employees are specifically excluded from this bargaining unit: the Essex County College managerial executives, confidential employees, full-time administrators and supervisors, campus police, full-time faculty, non-credit adjunct faculty and all other full-time employees of the College.

ARTICLE 2
DEFINITIONS

- A. The term “Board,” as used in this Agreement, shall refer to the Board of Trustees of Essex County College.
- B. The term “College”, as used in this Agreement, shall refer to the Essex County College, Newark, New Jersey.
- C. The term “Chapter” and “Local 2222”, as used in this Agreement, shall refer to the Essex County College Chapter United Adjunct Faculty of New Jersey Local 2222, AFT, AFTNJ, AFL-CIO.
- D. The term “Bargaining Unit”, as used in this Agreement, shall refer to all adjunct faculty members represented by the Chapter.
- E. The term “Bargaining Unit Member”, as used in this Agreement, shall refer only to such adjunct faculty who are employed by the College and who are also eligible for membership in the bargaining unit, as defined in this Agreement.
- F. The term “Grievant” shall refer to the bargaining unit member or the Chapter who presents a grievance for resolution through the grievance procedure.

ARTICLE 3

TERMS AND CONDITIONS

A. TEACHING MATERIALS

Adjunct faculty members may propose textbooks or teaching materials for consideration and classroom use. In all cases, the Department Chair or designee must approve the textbooks or teaching materials. Approved textbooks or teaching materials will be provided by the College. The College will utilize its best efforts to provide the aforesaid textbooks and materials in a timely fashion to allow the adjunct faculty member adequate time to prepare for teaching the course. Whenever possible, the College will use its best efforts to provide the adjunct faculty member with notification of changes to textbooks, teachings materials or syllabi within two weeks prior to the commencement of the course.

B. BARGAINING UNIT MEMBER RIGHTS

Any bargaining unit member who is removed from service will be paid on a pro-rated basis for work performed.

C. ACADEMIC FREEDOM

The College herein declares its commitment to sustain the principles of academic freedom which are essential to both teaching and research, the basic functions of higher education. This means for the College teacher:

- i. Freedom in research, publication, and professional activities where these activities do not interfere with adequate performance of the adjunct faculty member's academic duties.
- ii. Freedom in the classroom to discuss controversial issues relating to the course. With this knowledge, the adjunct faculty member has an obligation to bear in mind the adjunct faculty member's unusual influence on the opinions and values of the students with whom the adjunct faculty member works.
- iii. Retention of all the adjunct faculty members' rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, the teacher presents an image to the public by which the adjunct faculty member profession and the College may be judged. Therefore, the adjunct faculty member must, at all times, be accurate, show respect for the opinions of others, and must make clear that the adjunct faculty member is not an institutional spokesperson.

D. AGENCY FEE

- i. The Chapter shall provide the College with the authorized union dues amount to be deducted from the bargaining unit member's paycheck.
- ii. The authorized Chapter representative shall provide the Human Resource Department with an authorization form for membership deductions.

- iii. Upon written notification from the authorized Chapter representative, an agency fee of eighty-five percent (85%) of the dues shall be deducted from bargaining unit members who do not elect to join the Chapter.
- iv. Membership in the Chapter is available to all bargaining unit members on an equal basis, and the Chapter maintains a demand and return system, which complies with the requirements of N.J.S.A.34:13A-5.5, et seq.
- v. The monies and a list of bargaining unit members from whom dues have been deducted shall be forwarded to the Chapter on a monthly basis.
- vi. Dues deduction monies shall be remitted to the Chapter on a regular basis and as soon as practicable.

E. TIMELY NOTIFICATION

Nothing in the provisions of this Article shall supersede or interfere with the implementation and enactment of any and all negotiated agreements pertaining to class assignments.

Whenever possible, the College will provide individual employment assignments, which specify the assigned course, number of credits and rate of pay at least two (2) weeks before the start of the semester.

If a course, which has been offered and accepted by an adjunct member, is cancelled for any reason, including insufficient registration, the College will make every effort to notify the adjunct no later than two (2) days after the cancellation.

Bargaining unit members who begin teaching classes which are cancelled due to lack of enrollment, during the first three weeks of a semester, will be paid a pro-rated amount.

F. EVALUATION PROCEDURE

Evaluation of adjunct faculty shall be conducted periodically, as directed by the Chief Academic Officer or designee. A copy of the evaluation shall be provided to the adjunct faculty member. The adjunct faculty member may elect to append a written response on or before the seventh day after receipt of the evaluation.

Student evaluations of adjunct faculty shall be conducted periodically, as directed by the Chief Academic Officer or designee. The results of the evaluation shall be made available to the adjunct faculty member.

G. PERSONNEL FILE

- i. There shall be one official personnel file for each bargaining unit member, which shall be located in the Human Resources Department.
- ii. Unit members shall be given reasonable opportunity to review the contents of their personnel file during working hours upon at least three (3) days request to the Human Resources Department.
- iii. No anonymous material shall be placed in the official personnel file.

- iv. The following material contained in the personnel file shall not be made available to the unit members:
- (a) Character and job references from outside sources which deal with matters prior to employment with the College;
 - (b) Placement records which contain references from outside sources;
 - (c) Transcripts restricted by the sending institution.

Unit members will receive copies of any disciplinary notice and may respond to such notice before placement in the official personnel file. Unit members may make copies of items contained in their personnel file for a copying fee of five cents per page.

H. GRIEVANCE PROCEDURE

Definition: For the purpose of this Article, the term “grievance” shall mean any claim by a bargaining unit member(s) or the Chapter that there has been a violation, misinterpretation or improper application of this Agreement or a violation of any rule or policy of the Administration affecting the terms and conditions of employment.

Informal Procedure: Prior to the filing of a grievance, the grievant(s) shall informally discuss the matter with the Chairperson in whose area the alleged grievance occurred.

Formal Procedure: If, as a result of the informal discussion with the appropriate Chairperson, the matter is not resolved, the grievant may invoke the formal grievance procedure by having the Chapter submit a written grievance on the members’ behalf. The written grievance shall be submitted not later than five (5) working days after the Informal Procedure outlined above, but, in any event, not later than ten (10) working days from the date the grievant should have reasonably known of its occurrence.

Step One: The grievance must be submitted in writing, stating the alleged violation and the remedy sought, to the appropriate Dean. The bargaining unit member(s) and a Chapter representative shall meet with the Dean or designee for the purpose of resolving the grievance.

The meeting must be held within ten (10) working days of the receipt of the written grievance. The Dean or designee shall submit a written answer within five (5) working days after the above mentioned meeting.

Step Two: If the grievant is not satisfied with the Step One decision, or if no response is rendered within the time limits in Step One, the grievant(s) shall have five (5) working days to file the written grievance with the Chief Academic Officer or designee and a copy shall be filed with the Chapter by the grievant.

Within ten (10) working days from the date of filing, the Chief Academic Officer or designee shall meet with the grievant, any involved administrator and a Chapter representative in an effort to resolve the grievance. The Chief Academic Officer or designee shall submit the decision in writing within five (5) working days of said meeting with a copy to the Chapter representative.

Step Three: If the Chapter is not satisfied with the Step Two decision, or if no response is rendered within the time limits in Step Two, the Chapter shall have five (5) working days to file the written grievance with the President or designee.

Within ten (10) working days from the date of filing, the President or designee shall meet with the grievant, any involved administrator and a Chapter representative in an effort to resolve the grievance. The President or designee shall submit the decision in writing within five (5) working days of said meeting with a copy to the Chapter.

Step Four: If the Chapter is not satisfied with the decision in Step Three, or if no decision has been made within the time limits as set forth in Step Three, the Chapter may submit the grievance to arbitration. This request shall be made in writing to the New Jersey Public Employment Relations Commission (PERC), with a copy to the President.

Rules and regulations of PERC pertaining to the selection of an arbitrator shall be followed. The power and authority of the impartial arbitrator shall be limited to the subject of the grievance. The arbitrator shall have no authority to alter the provisions of this Agreement. The decision of the arbitrator shall be binding on all parties.

The fees and expenses of the arbitrator shall be borne equally by the Chapter and the Board.

The grievance may be withdrawn at any level.

The number of days in each step shall be considered as maximum and every effort shall be made to expedite the process. However, the time limits stated in the procedure may only be extended by written mutual agreement.

Failure of the grievant or Chapter to adhere to the timelines prescribed in Steps One, Two, Three or Four shall constitute a withdrawal of the grievance and the grievance cannot be resubmitted.

Failure of the administration at any step to submit a written decision shall allow the grievance to proceed to the next step.

I. MEETING SPACE FOR UNION BUSINESS

The Chapter and its representatives, for official Chapter business, shall be granted access to appropriate College facilities for meetings at no charge, to be arranged through existing scheduling procedures and College policy. Under no circumstances should an adjunct faculty member cancel or reschedule a class for purposes of attending such a meeting.

J. MEETING SPACE FOR STUDENT / ADJUNCT CONFERENCES

The College shall make every effort to provide space to adjunct faculty members for classroom preparation or meeting with students, at all campuses. Use and operation of any designated space shall be subject to the discretion of the administration.

K. INFORMATION EXCHANGE

The Chapter agrees to furnish to a designee named by the College, a complete list of all officers of the Chapter. The titles, addresses and designation of responsibilities of the Chapter will be included on the list and will be kept current.

The College agrees to furnish to the Chapter a register of bargaining unit members who are teaching in each semester. The College shall make every effort to complete the preliminary register by the end of the fourth week of each semester and provide a final register at the end of the eighth week of each semester. The information shall include the following fields:

Last name
First name
Street Address
City
State
Zip Code
Number of Credits Taught
Department(s)

L. BULLETIN BOARD SPACE

The Membership shall be entitled to use one (1) dedicated bulletin board for official Local 2222 union activities.

M. SAFETY CONDITIONS

The College shall comply with all applicable laws and regulations designed to protect the safety and well-being of unit members in their workplace.

N. SEPARABILITY

In the event that any provision of this Agreement, in whole or in 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.

O. VACANCIES

Notice shall be provided of any professional position vacancy, administrative or adjunct faculty, to the unit members. Such notice, which shall appear in the official College publication, shall include the job title and the minimum salary offered.

P. OTHER RIGHTS

The College shall provide each bargaining unit member with an e-mail account and a designated area for receipt of mail.

The College shall provide, in appropriately-designated areas, for course-related purposes, access to work space, telephones, computers, and printing sources.

All bargaining unit members shall have access to the library, computer labs and multimedia resources.

Q. DISTANCE LEARNING

Definition: Distance learning is instruction that is delivered online or in a hybrid setting. Distance learning may utilize technology including, but not limited to, interactive two-way video, pre-recorded audio or video, and/or the internet and web instruction. Assignment of adjunct faculty to distance learning courses or training is subject to approval of the Chief Academic Officer or designee.

Compensation: Adjunct faculty members instructing in a distance learning capacity shall be compensated at the rate equal to teaching a course on campus.

i. Professional Development

Adjunct faculty teaching online or hybrid courses must attend training or have equivalent training approved by the chairperson before they can teach an online or hybrid course.

Subject to discretion and approval by the Chief Academic Officer or designee, adjunct faculty members may apply for enrollment in the College's Teaching and Learning Professional Development Program as follows:

Series I: Learning Through Interactivity Online Course

Basic orientation to 21st Century teaching and learning and development, emphasizing pedagogy/andragogy.

Series II: Multimedia Online Course

Basic Application of multimedia to online instruction, including identification, development and use of learning objects.

Series III: Learning Management System Training Classroom Instruction

Courses may not be changed or substituted by the adjunct faculty member. The College reserves the right to amend or supplement the professional development program at its sole discretion.

ii. Stipend for Teaching and Learning Professional Development Program

Adjunct faculty members who successfully complete all of the above mentioned courses shall be entitled to a one time stipend of \$500.

R. COMPENSATION PER CREDIT HOUR

2011-2012	\$647
2012-2013	\$667
2013-2014	\$686

The 2011/12 raise will be retroactive to the Fall 2011 semester.

S. FREQUENCY OF PAY

Fall and Spring Semester

The College shall make every effort to issue the first paycheck by the fourth week of classes. Thereafter, adjunct faculty shall be paid every two weeks until the end of the semester.


All paychecks shall be direct deposited.

T. DURATION

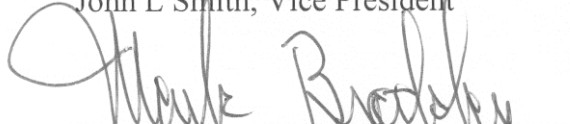
This Agreement shall be in effect for the period commencing September 1, 2011 through August 31, 2014 and shall remain in full force and effect until a successor agreement has been reached. The parties to this Agreement shall make their best efforts to commence negotiations for a successor agreement on or about April 3, 2014.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of this 23 day of AUGUST 2012.


FOR THE ASSOCIATION:

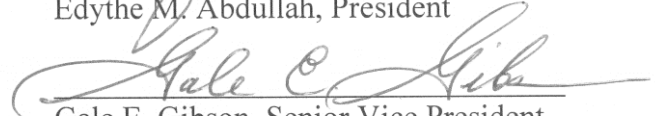

Lynne Peterson Cummins, President

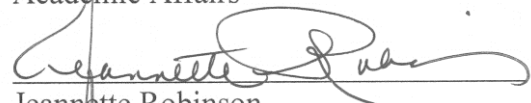

John L. Smith, Vice President


Mark Brodsky, Treasurer

FOR THE COLLEGE:


Edythe M. Abdullah, President


Gale E. Gibson, Senior Vice President
Academic Affairs


Jeannette Robinson,
Human Resources Director

