

A G R E E M E N T

Between

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

And

**THE UNION COUNTY COLLEGE ADJUNCT FACULTY
Local 6227, AFT, AFL-CIO**

September 1, 2004 to June 7,2007

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ARTICLE I- RECOGNITION

A. UNIT DEFINITION

1. The College hereby recognizes the Federation as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty 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 adjunct faculty members are not actively employed at the College in a teaching capacity they shall not receive any benefits under this agreement.

ARTICLE II-DEFINITIONS

1. ***“Bargaining Unit”*** as used hereafter means all adjunct teaching

faculty members represented by the Federation, as defined in the Recognition Article.

2. ***“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.

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

4. ***Federation”*** as used hereafter means the Union County College Adjunct Faculty Federation Local 6227, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO.

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

6. ***“Online Courses”*** as used hereafter refers to those courses in which communication is solely online between faculty and students.

7. ***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 adjunct faculty members shall have the right freely to organize, join, and support the Federation 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 adjunct faculty members in the enjoyments of any rights conferred by the New Jersey Employer-Employee Relations Act; that it shall not discriminate against adjunct faculty members with respect to hours, wages, or any term or condition of employment by reason of the adjunct faculty members' membership in the Federation 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 adjunct faculty member shall be prevented from wearing pins as identification of membership in the Federation or its affiliates.

3. The College shall not discriminate against any adjunct faculty member on the basis of race, creed, color, national origin, gender, marital status, religious belief, sexual orientation, or Federation membership.

4. The parties agree to the following provisions relating to academic freedom:

a. An employee covered by this agreement is an individual, a member of a profession, and a member of an educational community.

When he/she speaks, acts or writes as an individual or a professional, he/she should be free from institutional censorship or discipline. As a member of an educational community, he/she should remember that the public might judge his/her profession and his/her institution by his/her acts and utterances. Hence, he/she should at all times make every attempt to be accurate and not promote his/her personal belief or opinion, should show respect for the opinions of others, and should make every effort to indicate that he/she is not a College spokesperson.

b. Adjunct faculty 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. Adjunct faculty 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 adjunct faculty 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 adjunct faculty member.

A. 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.

B. 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.

C. TEACHING MATERIALS

1. Where permitted by the department, textbooks and other teaching materials may be selected by adjunct faculty members consistent with the resources,

objectives, and procedures of the department and the academic program of the College. The respective department chair, or his/her designee, must first approve all choices.

D. CLASS OBSERVATIONS AND EVALUATIONS

1. The parties agree that classroom 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.

E. PERSONNEL FILES

1. There shall be one personnel file for each bargaining unit member, which shall either be located in the Human Resources Department or the respective academic 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 day's 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 Federation representative to examine their personnel file on his/her behalf and the Federation 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.

F. TEACHING LOADS

1. Bargaining unit members may teach a maximum of fourteen (14) credits in any given semester. If a bargaining unit member teaches fifteen (15) or more credits in any given semester he will be compensated as a full time faculty member, with full benefits, for that semester. For the purpose of this article summer sessions and winter sessions are not considered part of the teaching load in calculating maximum credits allowed. Bargaining unit members shall be able to teach as many credits in summer and winter sessions as their department chair deems appropriate without affecting their teaching load.

2. All courses taught by bargaining unit members for the Continuing Ed Department, the LIFE Center, Project Inside, or other auxiliary departments of the College do not count toward the teaching load covered under this contract.

G. ADJUNCT FACULTY HANDBOOK AND WEB PAGES

1. The College shall prepare an *Adjunct Faculty Handbook*, which shall include all rules and regulations put forth by the College regarding teaching methods and responsibilities of adjunct faculty. Prior to printing a copy will be sent to the Federation for review and comment. The College shall be responsible for printing and distributing the *Adjunct Faculty Handbook*. This handbook will include instructions on how to obtain all necessary permits, keys, and access cards that the adjunct may require

2. All members of the bargaining unit shall have the same ability to create their own Faculty Web Page as the full-time faculty is afforded.

I. ADJUNCT INSTITUTE

1. The Adjunct 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 two 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 who have completed ten consecutive semesters prior to the date of this Agreement shall be exempt from the requirement to take Level 1 workshops. Three of these workshops must be completed before advancing to Level 2 workshops. No remuneration

3. Level 2 Workshop- Basic and Advanced Knowledge, Teaching Techniques and Technology Expertise. Stipend of \$35.00 per course

4. Level 3 Workshop- Enhancement No remuneration

3. The director of the Adjunct Institute shall consult with the Federation president prior to scheduling workshops.

A. OTHER RIGHTS

4. Each member of the bargaining unit shall receive a UCC parking sticker free after ten (10) consecutive semesters at the College and have access to a convenient parking space without charge.

5. The College shall maintain existing office space, telephones, printers, scanners, and computers in the adjunct offices on the Cranford campus.

6. Every bargaining unit member shall have an email account and access to the Internet.

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

8. Adjunct faculty shall have access to copiers, supplies and secretarial services .

9. Each adjunct faculty member shall have a mailbox in the Faculty Lounge that shall be accessible at all times.

10. All adjunct faculty members shall be given access to the Library.

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

12. 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.

13. Whenever possible adjunct faculty shall be listed in the course schedules.

ARTICLE IV- FEDERATION RIGHTS

A. The Federation 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 Federation shall be permitted to transact official Federation 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 Federation notices or other information of a non-controversial nature. Every notice so posted shall bear the name of the official Federation representative responsible for it and a removal date. The College retains the right to remove derogatory materials. The Federation may make reasonable use of adjunct faculty mailboxes and the College mailing services, exclusive of the postage meter.

D. The College and the Federation 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 Federation.

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 Federation 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 units members, or the Federation believes there is a basis for a grievance, the party or parties

involved shall first discuss the grievance informally with the Department Chairperson or their designee.

C. If, as a result of the informal discussion, the grievance is unresolved, the Federation may invoke the formal grievance procedure on the form provided by the Federation and signed by the Federation and the grievant(s).

D. FORMAL PROCEDURE

1. Step One:

The grievant or the Federation 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 Department Chairperson and shall state the reasons for the grievance along with the remedy sought. The grievant and the Federation shall sign said grievance. The Department Chairperson shall respond to the grievance within 15 calendar days. No response automatically moves the grievance to the next step.

2. Step Two:

If the Federation 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.

3. Step Three:

If the Federation 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 Federation 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 arbitral.

E. 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 adjunct faculty 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.

F. Such appeal shall be in writing and shall be mailed by the Federation 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.

G. 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 Federation 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 Federation.

H. 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.

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

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

K. A grievance may be withdrawn at any level.

ARTICLE VII-DUES AND AGENCY FEE

A. The Federation 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 Federation Treasurer no later than ten (10) working days after the deduction has been made.

D. The Federation 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 Federation shall have a representation fee of eighty five percent (85%) of the Federation dues deducted from their pay and forwarded to the Federation Treasurer no later than ten (10) working days after the deduction has been made.

F. The Federation 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.

ARTICLE VIII- TIMELY NOTIFICATION

A. Nothing in the provisions of this Article shall supercede or interfere 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 adjunct faculty 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 adjunct faculty members by April 30th.

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 an adjunct faculty 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.

E. A letter of assignment will not be issued to any adjunct faculty 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 Public Employees Retirement System upon eligibility.

ARTICLE IX- ON-LINE COURSES

A. ASSIGNMENT

In order to be eligible to teach an on-line course, an adjunct faculty member must be qualified by attending the on-line training program offered by the College. Assignments to teach on-line courses shall be strictly voluntary on the part of the adjunct faculty member. Application to teach on-line courses shall not be denied to any qualified adjunct faculty member.

B. CREATION OF ON-LINE COURSES

Creation of online courses or conversion of existing courses to online courses shall follow the same process of approval as that for any traditional classroom course. The application to develop an on-line course must be submitted for an initial approval from the department chairperson and the Vice President of Academic Affairs before work begins.

C. COMPENSATION FOR DEVELOPMENT OR CONVERSION OF ON-LINE COURSES

1. Bargaining unit members shall receive between one and three credits (1-3) for development of a course at the discretion of the Academic Vice President.
2. Bargaining unit members accepting assignments to teach online, who have not previously taught online, shall receive training and develop the necessary skills according to College policy for full-time faculty. The bargaining unit member shall receive payment of one and a half (1 ½) credits for this training.
3. Compensation for development shall be paid at the end of the semester the course is developed.
4. Any bargaining unit member who agrees to develop an online course must agree to teach the course for at least 3 consecutive semesters.

D. COMPENSATION FOR TEACHING OR REVISING AN ONLINE COURSE

1. Bargaining unit members shall be compensated for online courses at the same rate of pay as they are compensated for teaching the course on campus.
2. Bargaining unit members teaching an additional online course he/she has not taught before shall receive an additional one and a half (1 ½) credit compensation.
3. If the total enrollment of an online course exceeds normal teaching load limits as set forth by the College for non-lecture, online classes (presently 15), 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.
4. In the event an existing online 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 bargaining unit member who develops and teaches an online course retains the intellectual property rights to the course and all materials (lessons, assignments, exams, etc.) developed as part of the course. No bargaining unit member, other than the developer, shall use an online course or any part of it without the written permission of the developer.
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 tracking assignments.

ARTICLE X – COMPENSATION

A. On September 1, 2004 the salary structure shown in Paragraph E shall become effective and all unit members shall be classified in accordance with the level of education attained and the years of service 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/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:

<u>LEVEL</u>	<u>RATE PER CREDIT HOUR</u>			
	<u>BASE</u>	<u>Eff. 9/1/04</u>	<u>Eff. 9/1/05</u>	<u>Eff. 9/1/06</u>
A	460.00	470.00	480.00	490.00
B	480.00	490.00	500.00	510.00
C	500.00	515.00	530.00	545.00
D	530.00	550.00	570.00	590.00
E	540.00	560.00	580.00	600.00
F	550.00	570.00	590.00	610.00

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 30th and thereafter they shall be paid on the 15th 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 4th 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 15th the second pay check by the end of February and thereafter they shall be paid on the 15th 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 4th 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 Summer and Winter Session, bargaining unit members shall be paid in full upon completion of the course and after final grades have been turned in.

5. Paychecks shall either be mailed to the bargaining unit members' homes or be available for pick up in the Payroll Office.

G. OTHER COMPENSATION

1. Members of the bargaining unit shall be paid at the same rate as full timers per student in each section taught over the normal class teaching load 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.

ARTICLE XI - BENEFITS

A. HEALTH BENEFITS

1. The College agrees to provide health benefits to bargaining unit members in accordance with Chapter 172, P.L. 2003. The cost of said health benefit premiums shall be borne by the bargaining unit member.

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.

ARTICLE XII- INFORMATION EXCHANGE

A. The Federation agrees to furnish to a designee named by the College a complete list of all officers of the Federation including titles, addresses and designation of responsibilities and to keep such list current.

B. The College agrees to furnish to the Federation 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. Department(s)

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 1,2004 through June 30, 2007, 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 January , 2005.

Union County College Adjunct Faculty
Local 6227, AFT, AFL-CIO

Union County College

SIDE LETTER OF AGREEMENT

A. It is recognized by the parties that Project Inside has been and continues to be a special contract program funded by the State.

B. The current rate for adjunct faculty members who teach in the program is budgeted at \$625 per credit hour, regardless of the rate for which the adjunct faculty member would otherwise qualify.

C. The rate of \$625 per credit hour will remain fixed for the term of this contract, unless otherwise adjusted by the State funding.

D. Article X, Paragraph B applies to adjuncts teaching in Project Inside.

Date:

AFT

Union County College