

AGREEMENT BETWEEN

BOARD OF TRUSTEES OF MIDDLESEX COUNTY COLLEGE

and

**MIDDLESEX COUNTY COLLEGE CHAPTER OF THE UNITED
ADJUNCT FACULTY OF NEW JERSEY, LOCAL 2222,
NJSFT, AFT (AFL-CIO)**

JULY 1, 2009 - JUNE 30, 2013

MIDDLESEX COUNTY COLLEGE

AFT, ADJUNCT CONTRACT

July 1, 2009 – June 30, 2013

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PREAMBLE: DEFINITIONS IN THIS AGREEMENT

- A. "Semester" as used hereafter means the Fall and Spring semesters of the academic year. It is understood that "Fall II" and "Spring II" fall within this definition.
- B. "College," as used hereafter, means Middlesex County College.
- C. "Teaching" as used hereafter means "teaching credit and/or credit equivalent courses at the College."
- D. "Union" as used hereafter means the Middlesex County College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, NJSFT, AFT (AFL-CIO).
- E. "Bargaining Unit" as used hereafter means all adjunct teaching faculty members represented by the Union.
- F. "Bargaining Unit Member" 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 below in Article 1, Recognition, of this Agreement.

ARTICLE 1: RECOGNITION

A. Unit Definition

1. The Board hereby recognizes the Union 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 commence teaching credit or credit equivalent courses for at least their second semester within the past two (2) academic years at the College.
2. Summer courses and Wintersession courses are not considered when applying this definition.
3. Courses commencing and terminating within the Fall and/or Spring semesters shall count when applying this definition.

B. Unit Exclusions

1. The following employees are specifically excluded from this bargaining unit: Middlesex County College administrative, managerial, and supervisory employees, full-time faculty, clerical and technical employees, maintenance and custodial employees, College police officers and all retirees who have retired from employment at Middlesex County 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, except for those expressly provided.
3. Bargaining unit members who experience a break in service of three or fewer consecutive semesters shall not be required to satisfy the two semester requirement in A aforementioned.

ARTICLE 2: RIGHTS OF THE UNION

- A. The Union 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 Union shall be permitted to transact official Union 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 Union may post notices and other materials relating to Union activities on College bulletin boards, subject to College regulations regarding posting notices on bulletin boards, and subject to the following requirements: All materials posted must include a removal date, the name of the responsible party, and must be no larger than 14" x 22". The Union may make reasonable use of bargaining unit members' mailboxes, where provided, and the College mailing services, exclusive of the College postage meter.

- D. The Board agrees to furnish to the Union, upon specific written request to the Director of Labor Relations, any document so required by law. Each month, the College administration will mail to the Union a copy of the material approved by the Board of Trustees, no later than two days after the monthly Board meeting.
- E. The Board further agrees to provide to the Union such existing and unprivileged documents as may be reasonably required and requested by the Union to process any grievance under this Agreement or to negotiate subsequent Agreements.
- F. **Dues and Agency Fee**
1. The Board will deduct from the pay of each member of the bargaining unit, from whom it has received written authorization signed by the member to do so, while that bargaining unit member is actively employed, the required amount of monthly Union dues. The monies, and a list of employees from whose pay dues have been deducted and those non-dues paying bargaining unit members shall be forwarded to the Treasurer of the Union, not later than ten (10) days after the deduction has been made. The list shall identify those bargaining unit members from whose pay dues have been deducted.
 2. Bargaining unit members who do not choose to join MCC Chapter of UAFNJ, Local 2222 NJSFT, shall have a representation fee equal to 85 percent of the Union dues deducted from their pay and forwarded to the Treasurer of the Union. This fee is in lieu of dues for services rendered by the majority representative, MCC Chapter of UAFNJ, Local 2222 NJSFT. Nothing herein shall be deemed to require any bargaining unit member to become a member of the Union.

ARTICLE 3: RIGHTS OF BARGAINING UNIT MEMBERS

- A. 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 Union and its negotiations and other legal concerted activities for mutual aid and protection. The College undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce adjunct faculty members in the enjoyment 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 terms or conditions of employment by reason of the adjunct faculty members' membership in the Union 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.
- B. Nothing contained herein shall be construed to deny, restrict or discriminate against bargaining unit members with regard to such rights as they may have under the law.
- C. Bargaining unit members shall not be required to work in unsafe or hazardous conditions, nor to perform tasks which endanger their health or safety.
- D. **Performance Review/Class Observations/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 administration.

2. In the case of observation by a supervisor, adjunct bargaining unit members shall have the opportunity to discuss the classroom observation. A written report may be prepared and placed in the file.

In the event that a written report is prepared, bargaining unit members shall have the opportunity to discuss and to sign this report before it is placed in the personnel file.

Bargaining unit members may append comments to the written document.

3. Notice of intent to observe a class shall be given to bargaining unit members who have taught at least four semesters whenever management determines that it is practical and appropriate to do so.
4. The obligations of bargaining unit members shall include but not be limited to the following:
 - a. Meet and teach classes for the full scheduled time in accordance with the College calendar except as modified by the College.
 - b. Proctor final exams for courses taught as directed by appropriate academic supervisors.
 - c. Adhere to official guidelines and teaching policies and comply with all rules, regulations and directions as mandated by the College, if not otherwise addressed or restricted by this Agreement.

E. Personnel Files

1. Bargaining unit members shall be permitted to review their official personnel file with reasonable notice to the appropriate administrator.
2. Bargaining unit members may obtain a copy of materials in their official personnel file upon request, except for letters of reference, and other documents protected by the law.

3. Bargaining unit members may be accompanied by a Union representative when reviewing their official personnel file or may authorize, in writing, a Union representative to review such file. A College representative may be present whenever unit members' files are reviewed.
4. Adjunct bargaining unit members shall have the right to comment in writing upon any material in their official personnel file, and their answer shall be attached to the file copy.
5. There will be one official personnel file.

F. Vacancies

1. Notice of all full-time faculty or administrative position vacancies shall be posted near each set of faculty mailboxes as soon as is practicable and sent to the Union President as soon as practicable. Notice shall also be posted on the College website.
2. Bargaining unit member applicants shall be notified by the College of the receipt of their application materials.
3. Bargaining unit members shall have the right to send the appropriate Department Chairperson notice of their interest in a full-time teaching position. Such notification shall be kept on file for one year and reviewed when and if full-time teaching positions become available.
4. Bargaining unit members will be given serious consideration for full-time positions for which they apply and meet or exceed posted minimum qualifications.
5. Bargaining unit members who have taught twelve (12) or more consecutive semesters, and who have applied for a full-time position for which they meet or exceed posted minimum qualifications, shall be granted an interview for said position.

G. Information Exchange

1. The Union agrees to furnish contact information for the Local president (including an e-mail address) to a designee named by the College.

2. The College agrees to furnish to the Federation a register of bargaining unit members who are teaching for each semester as soon as it is available. The information shall be transmitted electronically with the following fields:
 - i. Last name
 - ii. First name
 - iii. Street address
 - iv. City
 - v. Zip code
 - vi. Phone number (if available)
 - vii. E-mail address (if available)
 - viii. Appropriate designation (full dues payer or agency fee payer) when it is available.

- H. The Board shall provide appropriate supplies for bargaining unit members as determined by management.

- I. Adjunct bargaining unit members shall be provided with such academic freedom as is accorded by law.

- J. If a supervisor schedules a formal, face-to-face investigatory meeting with a bargaining unit member, the result of which is likely to be disciplinary action, the bargaining unit member will be given an opportunity to invite a representative of the Union to attend the meeting, if the bargaining unit member wishes to do so.

- K. The College shall provide bargaining unit members with a copy of this Agreement and an individual contract. Hereinafter, any individual contract executed between the Board and bargaining unit members shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

- L. At least once each year the College will solicit interest in serving on the Council for Adjunct Faculty Development via interoffice mail, U.S. mail, or the Internet/intranet.

ARTICLE 4: MANAGEMENT RIGHTS

Any rights or privileges not expressly given to employees or to the Union in this Agreement are hereby expressly reserved by the College as a

management prerogative.

ARTICLE 5: GRIEVANCE PROCEDURE

- A. A grievance is a claim by a bargaining unit member, a group of members of the bargaining unit or the Union itself that there has been a violation of the interpretation or application of the specific terms and conditions of employment established in this Agreement. For purposes of this procedure, a formal reprimand issued to a bargaining unit member shall not be subject to the arbitration provision of this procedure. However, after the bargaining unit member has begun teaching during the current term, termination of employment shall be subject to the grievance procedure, including arbitration.
- B. The grievant or Union representative shall indicate to the appropriate Department Chairperson or Director the intent to grieve within twenty-five (25) calendar days from the date on which the act which is the subject of the grievance occurred, or twenty-five (25) calendar days from the date on which the unit member should reasonably have known of its occurrence. Within ten (10) days of a grievance being received, the appropriate administrator shall schedule an informal discussion with the bargaining unit member, either pro se or with representation by the Union.
- C. If fifteen (15) calendar days after the informal discussions have been held, the grievant is not satisfied with the response at the informal level, or if there has been no response, the grievant and the Union may invoke the formal level of the grievance process by reducing the grievance to writing and filing it with the appropriate Dean, with a copy to the Director of Labor Relations. Within fifteen (15) calendar days after receipt, the Dean will meet with the Union and the grievant in an effort to resolve the matter. The Dean shall render a decision to the Union in writing within fifteen (15) calendar days after the hearing. If there is no response in writing from the Dean, the Union may take an additional eight (8) days to escalate the grievance to the next level.
- D. If fifteen (15) calendar days after receipt of the Dean's response, the grievant is not satisfied with the disposition, or if there has been no response, the grievant and the Union may escalate the grievance to the next level. The President or his/her designee shall meet with the grievant and the Union in an effort to resolve the grievance. The President or his/her designee shall indicate his/her disposition, in writing, within fifteen (15) calendar days after the meeting.

E. Arbitration

1. If the Union is not satisfied with the disposition of the grievance by the President or his/her designee, or if no disposition has been made within fifteen (15) days after the meeting, the Union may appeal the decision to arbitration if and only if the grievance alleges that there has been a violation of the written terms of this Agreement. 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.
 2. Such appeal shall be in writing and shall be mailed by the Union to the Public Employment Relations Commission (PERC) and to the College President or the President's designee within said fifteen (15) day period. If not so mailed, the grievance shall be deemed abandoned and terminated.
 3. Within thirty (30) days after the date of this Agreement, representatives of the Union and the Board will obtain from the PERC a list of arbitrators, and will agree upon a panel of three arbitrators, obtaining additional lists, if necessary. By mutual consent of the parties, the number of arbitrators can be increased at any time. The parties shall furnish PERC the names of the arbitrators selected. Thereafter, PERC shall designate one of said arbitrators to hear each grievance that may be referred to arbitration.
 4. The arbitrator so selected will be requested to confer with the parties and hold hearings promptly and to issue his/her decision not later than twenty (20) days from the date of the close of the hearing.
 5. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding disposition of a violation of the express written terms of this Agreement. The arbitrator's fee and expenses shall be shared equally by the Board and the Union.
 6. The decision of the arbitrator, if within the scope of his/her authority, as above set forth, shall be binding to the parties.
- F. No reprisals of any kind shall be taken against bargaining unit members for participating in any grievance.

- G. The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite this process. However, the time limits may be extended by mutual consent.
- H. Re-employment rights and course or section assignments from semester to semester are not guaranteed by this Agreement nor are they grievable or arbitrable.

ARTICLE 6: BENEFITS

A. Sick and/or Bereavement Leave Day

Bargaining unit members who have completed four semesters of teaching in the Fall or Spring semesters at Middlesex County College are eligible for one day of illness or bereavement per semester, noncumulative. Bargaining unit members may charge such leave in one-half (1/2) day increments, but cannot utilize the leave for more than one class per section per semester. Bargaining unit members must notify the appropriate academic supervisor when they must be absent in advance of the class meeting.

If bargaining unit members obtain coverage for the time missed or make up the time missed, the absence will not be charged to the bargaining unit member. Such coverage must be approved by the appropriate supervisor. It is expected that any missed class time will be made up, whenever possible.

Bereavement leave shall be granted for death in the immediate family of the bargaining unit member. Immediate family shall be defined as spouse, natural or adopted children, parents or parents-in-law, siblings or siblings-in-law, grandchildren, grandparents, or cohabiting members of the household.

B. Tuition Waiver

1. Bargaining unit members are to be granted tuition and fee-free entrance to any class on a credit or audit basis at Middlesex County College so long as there is no conflict with their own assignments. However, should any portion of a course fee relate to a direct per-student charge to the College, that portion of the course fee will not be waived.

2. Bargaining unit dependents (including husband or wife, children, civil union partner or legally adopted children or other related members of the household) as defined and accepted under Federal Tax Law) are to be granted tuition-free entrance to any class on a credit or audit basis at Middlesex County College for which they meet entrance requirements.
3. To be eligible for tuition waiver, bargaining unit members must have completed two (2) semesters of teaching, Fall or Spring. The semesters of employment need not be sequential. Lawful dependents (as defined and accepted under Federal Tax Law) will be eligible for this benefit after bargaining unit members have completed four (4) semesters of teaching, Fall or Spring. To qualify for this benefit the bargaining unit members must be employed by the College during the semester for which the waiver is being requested.
4. If bargaining unit members teach in the Fall semester, the benefit may be used in the Fall and Winter terms. If bargaining unit members teach in the Spring semester, the benefit may be used in the Spring and Summer terms.
5. **Non-credit courses**
 - a. The maximum waiver for a non-credit course is the then-current total of tuition and per-credit fees, at the in-county rate, for a three (3) credit course.
 - b. Waivers for non-credit courses will be granted only after the operating costs for the course are covered by student tuition and fees.
 - c. The limitations described in “a.” and “b.” above do not apply to courses currently defined as credit and credit-equivalent courses.

ARTICLE 7: COMPENSATION

A. Rates

Bargaining unit members shall be paid as follows, per contact hour:

Semesters of Service	2008-09	Semesters of Service	Jan 2010	July-2010	July-2011	July-2012
1-10	\$ 610	1-10	\$ 627	\$ 638	\$ 657	\$ 677
11-20	638	11-20	656	667	687	708
21-30	653	21-30	671	683	703	724
31-40	685	31-40	704	716	738	760
41-50	753	41-50	774	787	811	835
51-60	808	51+	844	859	885	895
61+	836					

B. Paydays

During the Fall and Spring semesters, bargaining unit members shall be paid at one-half (1/2) of the net amount due them for each month on the fifteenth (15th) and thirtieth (30th) of the month or on the last school day prior to the fifteenth or thirtieth, if the fifteenth or thirtieth should fall on a weekend or holiday. The first paycheck will be paid no later than October 15 for the Fall semester and no later than the last day of February for the Spring semester. The final installment shall be paid when bargaining unit members submit the final grades for the term. Paychecks shall either be mailed to the bargaining unit members' homes or shall be deposited directly.

C. Academic Advising

Bargaining unit members shall be given the opportunity to apply for an academic advising assignment. The rate of pay shall be the rate established by the College for academic advising.

D. Compensation

Should bargaining unit members be required to be present at the College outside of teaching hours for a meeting required by a regulatory agency or a body which accredits, approves, or licenses programs, students or graduates, said bargaining unit members shall be compensated at the rate of fifteen dollars (\$15) per hour.

E. Timely Notification

If a course which has been offered and accepted by an adjunct faculty member has been cancelled for any reason, including insufficient registration, the College will make every effort to notify the adjunct faculty within two business days of the cancellation. If the adjunct faculty member has taught any portion of the course before it is officially cancelled, he/she will be paid pro-rata based on the amount of time taught and the member's rate of pay.

ARTICLE 8: MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement constitutes the entire agreement between the parties, and neither party shall be required, during the term of this Agreement, to negotiate regarding any issue whether or not referenced in this Agreement.
- C. Copies of this Agreement shall be printed, the expenses to be borne equally by the College and the Union.
- D. This Agreement shall be effective for the period commencing July 1, 2009 through June 30, 2013 and shall remain in full force and effect until the parties negotiate a successor agreement.
- E. The parties agree to begin negotiations on a successor agreement on or before February 15 of the year in which this Agreement expires.

Board of Trustees

Date

Local 2222, MCC Chapter of
UAFNJ

Date