

MEMORANDUM OF UNDERSTANDING
BETWEEN ESSEX COUNTY COLLEGE BOARD OF TRUSTEES
AND ESSEX COUNTY COLLEGE CHAPTER 6370 UNITED ADJUNCT FACULTY
OF NEW JERSEY, AFT, AFTNJ, AFL-CIO, LOCAL 2222

This Memorandum of Understanding amends the agreement between the Essex County College Board of Trustees and Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222, entered into on this 27 day of February, 2018, and shall be effective September 1, 2014. All prior agreements, amendments and provisions are incorporated by reference into this Memorandum of Understanding and shall remain in full force and effect. All provisions of the above-referenced Collective Bargaining Agreement shall remain unchanged during the duration of the contract with the following exception:

NEW ARTICLE: BEREAVEMENT LEAVE

Bereavement leave of one day shall be granted for the death of an immediate family member of the bargaining unit. Immediate family member shall be defined as spouse, legal partner, natural or adopted children, parents or parents-in-law, siblings or siblings-in-law, grandchildren, grandparents or cohabiting members of the household. Unit member to notify their Chairperson as soon as reasonably possible.

NEW ARTICLE: DISCIPLINE

The College has the sole and exclusive right to suspend, discharge or otherwise discipline its employees for just cause. A unit member shall have the right to request Union representation before or during any meeting which he/she believes may lead to disciplinary action.

NEW ARTICLE: PARKING

Parking shall be provided to adjunct faculty on a first come, first serve basis in an employee parking lot designated by the College at no cost to the adjunct faculty member. Members shall be required to comply with all parking regulations established by the College.

Use of the Student Parking Deck is optional and shall be at a discounted rate of \$50.00 per semester which shall include a \$25.00 reimbursed deposit per semester upon return of the access keycard.

NEW ARTICLE: MAXIMUM COURSE LOAD

A unit member may teach a maximum of nine (9) contact hours in the Fall semester and nine (9) contact hours in the Spring semester. Additional contact hours may be assigned at the discretion of the Chairperson or designee.

ARTICLE 3-F: EVALUATION PROCEDURE

Change ARTICLE title to CLASS OBSERVATIONS AND EVALUATIONS.

The parties agree that classroom observations and evaluations conducted by appropriate supervisors, peers and students are beneficial to adjunct faculty, students and the College.

Written notice of intent to observe a class will be given to all bargaining unit members at least seven (7) calendar days prior to the scheduled observation. This notice will include the criteria for the observation.

A written report will be prepared based on the observation. The unit member shall have up to fourteen (14) calendar days to read and discuss it with the Chairperson or designee and sign the report. The report will be placed in the unit member's personnel file. Signing the report indicates that the unit member has read it, but not that he/she agrees with the contents. If a unit member refuses to sign the report, a third party will make a note of the refusal to sign. Said report, with notation, will be placed in the unit member's personnel file.

Bargaining unit members may append comments to the written report. The College retains the right to conduct an observation without notice when it has reasonable cause to do so.

Student evaluations will be conducted and the unit member will receive a copy of the results of the evaluation including a summary. A copy of the summary will be provided to the Chairperson. Unit members may obtain a copy of the blank form template at any time from the Chairperson.

ARTICLE 3-H: GRIEVANCE PROCEDURE

Update and move article as a standalone ARTICLE in the contract.

Update existing language to include "or designee" in:

- o Informal Procedure – "Chairperson or designee"
- o Formal Procedure Step One – "Dean or designee"

ARTICLE 3-R: COMPENSATION PER CREDIT HOUR

Members shall be compensated at the per credit hour set forth below:

	<u>Base Level</u>	<u>2nd Level</u>
2014-2015:	\$700	
2015-2016:	\$714	
2016-2017:	\$728	
2017-2018:	\$743	\$750
2018-2019:	\$758	\$766

Adjunct faculty who have taught a minimum of ten (10) non-consecutive Fall/Spring semesters, and have maintained continuous recognition of unit membership,

as outlined in Article 1 of the contract, shall be entitled to the 2nd Level compensation rate per credit hour.

Solely for purposes of retroactive per credit hour increases, members who taught credit course assignments during the Spring 2017 semester shall be entitled to retroactive pay for the 2014-2015, 2015-2016 and 2016-2017 contract years.

ARTICLE 3-S: FREQUENCY OF PAY

Fall and Spring Semester

The College shall 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 directly deposited.

ARTICLE 3-T: DURATION

This Agreement shall be in effect for the period commencing September 1, 2014 through August 31, 2019 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 1, 2019.

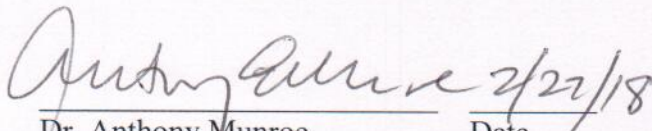
The parties hereby agree that, if any provisions of this Memorandum of Understanding should conflict with any prior agreements, amendments or provisions, the terms of this agreement shall govern. All parties acknowledge these terms and conditions are subject to ratification, and the Mediator retains jurisdiction. All parties agree to recommend for ratification the terms and conditions contained herein to their respective constituents. All other terms and conditions NOT contained herein shall remain status quo from the previous contract. All proposals are hereby withdrawn by both parties. Upon final ratification, Essex County College shall prepare a collective bargaining agreement that incorporates this Memorandum, and where required, certain articles shall be renumbered.

RATIFICATION: This Memorandum of Understanding shall be subject to ratification by members of the Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 and by the Essex County College Board of Trustees. This agreement shall not be enforceable absent such ratification.

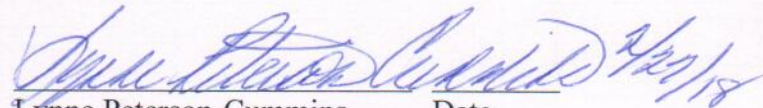
In witness whereof, Essex County College Board of Trustees and Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222, have caused this Agreement to be signed this 27 day of February, 2018.

For Essex County College:

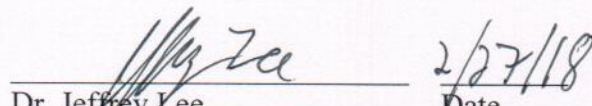
**For Essex County College Chapter 6370
United Adjunct Faculty of New Jersey:**



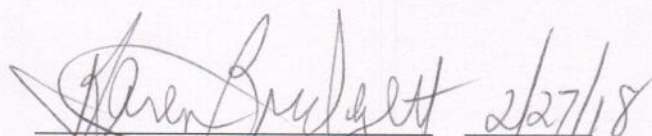
Dr. Anthony Munroe Date
President



Lynne Peterson-Cummins Date
President



Dr. Jeffrey Lee 2/27/18
Vice President / Date
Chief Academic Officer (CAO)
Academic Affairs



Karen Bridgett 2/27/18
Associate Director Date
Human Resources



**BOARD OF TRUSTEES
REQUEST FOR BOARD ACTION**

Subject:	Personnel: Contract Ratification Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222
Contact:	Dr. Anthony E. Munroe, President
Meeting Date:	March 20, 2018
Agenda Item No.:	4-1/03-2018

RECOMMENDATION: It is recommended that the Board of Trustees accept the Collective Bargaining Agreement between Essex County College and the Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 for the period September 1, 2014 through August 31, 2019.

BACKGROUND AND RATIONALE: The Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 is the recognized negotiating agent for the labor unit comprised of Essex County College Adjunct Faculty members. Essex County College and the Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 have engaged in negotiations for an agreement for the period commencing retroactively from September 1, 2014 through August 31, 2019.

FISCAL NOTES: The negotiated settlements for the 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19 years are included in the College's annual operating budgets. Future year settlements will be included in the College's annual operating budgets for the fiscal period 2019.

RESOLUTION: It is recommended that the Board of Trustees accepts the Collective Bargaining Agreement between Essex County College and the Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 for the period September 1, 2014 through August 31, 2019.

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION Dr. Anthony E. Munroe	FINAL DISPOSITION / Approved by Board of Trustees
BOARD APPROVAL DATE March 20, 2018	