



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN**

**THE ESSEX COUNTY COLLEGE  
BOARD OF TRUSTEES**

**AND**

**THE ESSEX COUNTY COLLEGE  
ADJUNCT FACULTY FEDERATION  
LOCAL 6370**

**September 1, 2007 through August 31, 2011**



**THE ESSEX COUNTY COLLEGE  
ADJUNCT FACULTY FEDERATION  
LOCAL 6370**

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**ARTICLE 1**  
**RECOGNITION**  
**THE COLLECTIVE BARGAINING UNIT**

**A. UNIT RECOGNITION**

Board 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 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 Essex County College, Newark, New Jersey.

- C. The term “Federation” as used in this Agreement shall refer to the Essex County College Adjunct Faculty Federation, Local 6370, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO.
- D. The term “Bargaining Unit” as used in this Agreement shall refer to all adjunct faculty members represented by the Federation.
- 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” as used in this Agreement shall refer to a bargaining unit member(s) or the Federation.

**ARTICLE 3**  
**TERMS AND CONDITIONS**

**A. PERSONNEL FILE**

- i. There shall be one official personnel file for each bargaining unit member which shall be located in the Department of Human Resources.
- 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 member:
  1. Character and job references from outside sources which deal with matters prior to employment with the College
  2. Placement records which contain references from outside sources
  3. Transcripts restricted by the sending institution
- v. Unit members will receive copies of any disciplinary notice and to 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.

## **B. AGENCY FEE**

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

- iii. Upon written notification from the authorized Federation 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 Federation.
- iv. Membership in the Federation is available to all bargaining unit members on an equal basis, and the Federation maintains a demand and return system which complies with the requirements in Sections 2(c) and 3 of the Act.
- v. The monies and a list of bargaining unit members from whom dues have been deducted shall be forwarded to the Federation on a monthly basis.
- vi. Dues deduction monies shall be remitted to the ECCAFF on a regular basis and as soon as practicable.

### **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 academic duties.
- ii. Freedom in the classroom to discuss controversial issues relating to the course, with the 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. TEACHING MATERIALS**

Adjunct faculty members may propose textbooks or teaching materials for consideration and classroom use. In all cases, the Department Chair must approve the textbooks or teaching materials. Approved textbooks or teaching materials will be provided by the College.

#### **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 within (2) business days of 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. BARGAINING UNIT MEMBER RIGHTS**

Any bargaining unit member who is removed from service after the third week of the semester, will be paid for the remainder of the semester in accordance with the terms of his/her original employment agreement.

## **G. EVALUATION PROCEDURE**

Evaluation of adjunct faculty shall be conducted periodically at the discretion of the appropriate Dean 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 within 9 (nine) calendar days of the receipt of the evaluation.

Student evaluations of adjunct faculty shall be conducted periodically at the discretion of the Department Chair. The results of the evaluations shall be made available to the adjunct faculty member.

## **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 Federation 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 appropriate administrator in whose area the alleged grievance occurred.

**Formal Procedure:** If as a result of the informal discussion with the appropriate administrator the matter is not resolved, the grievant may invoke the formal grievance procedure. The written grievance shall be submitted not later than five (5) working days after the grievant has availed him/herself of the 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.

The grievant must initiate the grievance at the appropriate level of occurrence and must use the agreed upon form stating the alleged violation and the remedy sought.

**Step One:** The grievance must be submitted in writing to the appropriate Dean. The bargaining unit member(s) and a Federation 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 his/her designee shall submit a written answer within five (5) working days after the above mentioned meeting.

**Step Two:** If the grievance is not resolved in Step One, within five (5) working days after the receipt of the decision or if no response is rendered within the time limits in Step One, the grievant(s) shall file two copies of the written grievance with the Executive Vice President/Provost or designee and a copy shall be filed with the Federation.

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

**Step Three:** If the Federation is not satisfied with the decision in Step Two, or if no decision has been made within the time limits as set forth in Step Two, the Federation 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 Board.

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 and he/she shall have no authority to alter the provisions of this Agreement. The decision of the arbitrator shall be binding on the parties.

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

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 this procedure may be extended by mutual agreement. Absent a written agreement to extend the time limit, failure to file a grievance within the prescribed time limits shall constitute a waiver of the grievance.

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

It is agreed that all parties involved in the grievance process shall make available all documents and materials pertinent to the processing of the grievance.

If a bargaining unit member wishes to discuss a complaint with his/her supervisor, he/she is free to do so without recourse to the grievance procedure.

A grievance may be withdrawn at any level.

## **I. MEETING SPACE**

The Federation and its representatives, for official Federation 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 circumstance should an adjunct faculty member cancel or reschedule a class for purposes of attending such a meeting.

## **J. INFORMATION EXCHANGE**

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

The College agrees to furnish to the Federation, 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)



## **K. 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.

## **L. 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.

## **M. VACANCIES**

Notice shall be provided of any professional position vacancy, administrative or 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.

## **N. 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.

## **O. COMPENSATION PER CREDIT HOUR**

<b>2007-2008</b>	<b>\$500.00</b>
<b>2008-2009</b>	<b>\$550.00</b>
<b>2009-2010</b>	<b>\$575.00</b>
<b>2010-2011</b>	<b>\$610.00</b>

The 2008/2009 raise will be retroactive to the Fall 2008 semester.

## **P. 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 shall be paid every two weeks until the end of the semester.

All paychecks shall be direct deposited.

## **Q. DURATION**

This Agreement shall be in effect for the period commencing September 1, 2007 through August 31, 2011 and shall remain in full force and effect until a successor agreement has been reached.

**RATIFICATION:** This Memorandum of Agreement shall be subject to ratification by the members of the Essex County College Adjunct Faculty Federation, Local 6370, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO and by Essex County College Board of Trustees. It shall not be enforceable absent such ratification. The Association bargaining committee agrees that it will recommend ratification. The College bargaining committee agrees that it will likewise recommend ratification. Both parties agree to meet and confer to edit the collective bargaining agreement prior to publication.

In witness whereof Essex County College Board of Trustees and the Adjunct Faculty Federation, Local 6370, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO have caused this Agreement to be signed this 9th day of February, 2009.

**FOR THE COLLEGE:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
A. Zachary Yamba  
President

\_\_\_\_\_  
Lynne Peterson-Cummins  
President

\_\_\_\_\_  
Vernell Patrick  
Executive Vice President/Provost

\_\_\_\_\_  
John L Smith  
Vice President

\_\_\_\_\_  
Jeannette Robinson  
Human Resources Director

\_\_\_\_\_  
Mark Brodsky  
Treasurer



