

MEMORANDUM OF AGREEMENT

**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**

- ❖ **Duration:** All Unit Agreements shall start from September 1, 2019 through June 30, 2024 to align with the FY of the budgetary period.

ARTICLE 3 TERMS AND CONDITIONS

B. BARGAINING UNIT MEMBER RIGHTS

Responsibilities of the Unit members:

8. Unit members shall honor all the policies, rules and regulations of the Colleges as put forth to guide the College. Unit members are required to familiarize themselves with the Employee Handbook, Faculty Handbook, Student Handbook as well as the College's Policies and Regulations.
9. Unit members shall commit to teaching best practices to ensure the provision of quality education. These shall include but not limited to: Researching for useful learning materials, using multiple teaching modalities to meet the needs of the students, carefully assessing students, providing timely feedback to students, and providing academic support to ensure student success.
10. All unit members assigned to teach are to provide accurate and timely reports as requested by the institution and/or governmental institutions such as the state or federal. These include but not limited to attendance/no-show, at-risk student reports, midterm grades, WU grade, and final grade.

Student Course Evaluations:

The College will have the discretion of conducting student course evaluations via face-to-face, virtual, or online mode.

Independent Study

Effective September 1, 2021, each unit member shall be compensated a \$50.00 per credit per student for every Independent Study (IS) course successfully taught. It is expected that the faculty shall maintain high standards of teaching the IS as in any other course.

Financials¹:

- A.** All unit members shall receive to their respective Credit Hour Rates, an increase of 5.0%, i.e. for FY 20 (1.5%), FY 21 (1.5%), and FY 22 (2.0%), **e.g. effective September 1, 2021 for Tier II Adjunct Faculty, will receive \$804 per credit hour.**
- B.** In addition, the College agrees to add a one-time bump of \$50 to their respective Credit Hour Rates, **e.g. effective September 1, 2021 for Tier II Adjunct Faculty, \$854 per credit hour.**
- C.** Effective September 1 of each year, all unit members shall receive to their respective Credit Hour Rates, 1.5% for FY 23 and 1.5% for FY 24. **E.g., for Tier II Adjunct Faculty, on September 1, 2022, the Tier II Adjunct Faculty rate will be \$867 per credit hour and on September 1, 2023, the Tier II Adjunct Faculty rate will be \$880 per credit hour.**
- D. Contract One-Time Retroactive Payment for the years²** (Covid years) listed below:
 - All Adjunct Faculty who taught in the following years shall be compensated as follows:
 - One-time 1.5% of the base income for FY 20 (September 1, 2019 – August 31, 2020)
 - One-time 1.5% of the base income for FY 21 (September 1, 2020 – August 31, 2021)
- E. One-Time Covid Related Compensation³** listed below:
 - All Adjunct Faculty who taught in the following years shall be compensated as follows:
 - One-time 1.5% of the base income for FY 20 (September 1, 2019 – August 31, 2020)
 - One-time 1.5% of the base income for FY 21 (September 1, 2020 - August 31, 2021)

Recognition

Replace current language with:

The Board hereby recognizes Essex County College Chapter 6370, United Adjunct Faculty of New Jersey, Local 2222, AFT, AFT-NJ, AFL-CIO, as the exclusive bargaining agent for collective negotiations and representation concerning the terms and working conditions of employment for all Adjunct Faculty members currently teaching.

¹ All payments pursuant to A and B are effective September 1, 2021. There are no retroactive payments for the time period prior to September 1, 2021.

² It is understood that the payments set forth above are a one-time payment and are not added to the employee's base pay.

³ It is understood that the payments set forth above are a one-time payment and are not added to the employee's base pay.

Pro Rata

Article 3, sec. E.

Pro rata pay will be granted to those who taught any part of the eligible semester but had to discontinue teaching due to circumstances such as; class cancellation, an act of God, or for any reason beyond the unit member's control.

Duration

Add to existing language:

This Collective Bargaining Agreement between Essex County College and the Essex County College Chapter 6370, United Adjunct Faculty of New Jersey, Local 2222, which expires on June 30, 2024 shall be succeeded by a successor agreement. All of its non-monetary terms and conditions will remain in full force and effect except as modified or amended.

Written Contract

The College agrees to provide the Union with a completed written and updated draft contract no later than 90 calendar days of the date of this Agreement.

Personnel Files

Article 3.G-ii.

Adjunct Faculty shall be given reasonable opportunity to review the contents of their personnel files during working hours upon at least three (3) days written notice to schedule a mutually agreeable date and time for this review with the Human Resources Department.

Union Dues

Article 3, sec. D-subdivision v.

The College shall utilize its best efforts to forward the monies and a list of bargaining unit members, from whom dues have been deducted, to the Chapter on a monthly basis.

Article 3, sec. D-subdivision iii.

Any member of the bargaining unit choosing not to remain a member of the Chapter may revoke such authorization for deduction of dues by completing and signing the Chapter's Withdrawal (Opt-Out) Form along with written notice to the College during the ten (10) days following each anniversary date or their employment. Within five (5) days of receipt of notice from an employee of revocation of authorization for the payroll deduction fees, the College shall provide notice to the Chapter of the employee's revocation of such authorization. An employee's notice of revocation of authorization for the payroll reduction of the Chapter fees shall be effective on the 30th day after the anniversary date of employment and otherwise shall be in accordance with the Workplace Democracy Enhancement Act, *N.J.S.A. 34:13A-5.11*, et. seq.

The College agreed that the original or copy of the Withdrawal (Opt-Out) Form will be maintained in the Chapter's business office.

Teaching Materials

Article 3, sec. A.

The College shall utilize its best efforts to provide the Adjunct Faculty member with notification of changes to textbooks, teaching materials or syllabi two weeks prior to the commencement of the course.

Courses will not be offered exclusively online asynchronously, but may be offered in the hybrid mode which is defined as having a portion of contact hours conducted synchronously online and a portion conducted face-to-face, unless the environment (i.e. crisis) dictates. Both synchronous and asynchronous learning using web and email technology will be offered.

It is understood that the Adjunct Faculty is not required to prepare or assist the College in preparing the initial shell course for classes. Should an Adjunct Faculty member be requested by the College to create a full online course, the Adjunct Faculty member will receive compensation consistent with that of a full-time Faculty member performing online course development. Notwithstanding, setting up a conferencing (e.g., Zoom) platform or copying an existing Learning Management System course and adjusting it will not be considered as an online course development. Once a full online course is developed and approved, the College will own it and be able to use it to the benefit of the students.

Parking

Article 3, sec. B(6).

Use of the Student Parking Deck is optional at a discounted rate of \$25 per semester plus a refundable deposit of \$25 per semester upon return of the parking access device.

Handicapped Parking Spaces

The College will adhere to the Americans with Disabilities Act (ADA) and reasonably accommodate requests for handicapped parking. Any handicapped person, with a valid placard, may use a handicapped parking spot in any College parking lot.

Office Space

The College has agreed to provide private office space for the Chapter where confidential business can be conducted and records maintained.

PROPOSED WDEA LANGUAGE

The parties recognize that effective May 18, 2018, the Legislature passed the Workplace Democracy Enhancement Act ("WDEA"), P.L. 2018, c. 15. The parties agree to comply with the WDEA, as it may be amended from time to time. In order to implement the applicable provisions of the WDEA, and provided the WDEA remains in full force and effect, the parties agree as follows:

- a. Essex County College acknowledges that pursuant to N.J. Stat. Ann. § 34:13A-5.15 (West), Inclusion in Negotiations Unit, recognition for the collective bargaining unit shall

include regular full-time and part-time employees as defined within the Act. However, the provision outlined within the contract shall only be applicable to Credit Adjunct Faculty. Essex County College declines to recognize “casual employees” as defined in the Act and said employees shall be excluded from the contract.

- b. The Union shall have the right to meet with individual employees on the premises of the public employer during the workday to investigate and discuss grievances, workplace related complaints, and other workplace issues;
- c. The Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization; and
- d. The Union shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for a minimum of 30 and a maximum of 120 minutes, within 30 calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings.
- e. Upon request of the Union, but no more frequently than every 120 calendar days thereafter, ECC shall provide the union with the following information for all negotiation’s unit employees: name, job title, worksite location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with ECC.
- f. The union shall have the right to use ECC's email systems to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union.
- g. The union shall have the right to use government buildings and other facilities that are owned or leased by ECC to conduct meetings with their unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with governmental operations. Meetings conducted in government buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. An exclusive representative employee organization conducting a meeting in a government building or other government facility pursuant to this section may be charged for maintenance, security and other costs related to the use of the government building

or facility that would not otherwise be incurred by the government entity.

- h. Employees who have authorized the payroll deduction of fees to the union may revoke such authorization for deduction of dues by completing and signing the Chapter's Withdrawal (Opt-Out) Form along with written notice to the College during the ten (10) days following each anniversary date or their employment. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the public employer shall provide notice to the employee organization of an employee's revocation of such authorization. An Employee's notice of revocation of authorization for the payroll deduction of employee organization fees shall be effective on the 30th day after the anniversary date of employment.

In the event the WDEA is amended in a manner that is inconsistent with the paragraphs (a) through (h) above, the parties agree that said paragraphs shall be deemed amended to be consistent with the law. In the event the WDEA is repealed or deemed unconstitutional or otherwise unenforceable, in whole or in part, paragraphs (a) through (h) above shall be deemed null and void.

In order to implement the foregoing, and while the WDEA, as amended, remains in effect, ECC and the union agree:

- a. Except as provided for in this Agreement, Employees shall not be compensated for meetings with the union during the workday to investigate and discuss grievances, workplace related complaints, and other workplace issues. Notwithstanding the foregoing, the union's meetings with newly hired employees under this section shall be without charge to the pay or leave time of the employee;
- b. The union shall not be provided with an "@essex.edu" email address. The provision of this section providing that the union has the right to use ECC's email system means that the union may communicate with employees who have ECC email addresses, as provided for in this section, using the employees' ECC email addresses. ECC exercises its managerial prerogative as to employees who will be issued ECC email addresses and is under no obligation to provide email addresses to employees.

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.

All other proposals are hereby withdrawn by both parties.

This Agreement is subject to Board approval.

President of Essex County College
Chapter 6370 United Adjunct Faculty of
New Jersey AFT, AFTNJ, AFL-CIO,
Local 2222:

Attorney for Essex County College:



Juan C. Fernandez

1/25/23
Date



Lynne Peterson-Cummins

1/24/23
Date



**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. Augustine Boakye, President
Meeting Date:	February 21, 2023
Agenda Item No.:	4-1/2-2023

RECOMMENDATION: It is recommended that the Board of Trustees ratify 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, 2019 through June 30, 2024.

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 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, 2019 through June 30, 2024. The Essex County College Chapter 6370 United Adjunct Faculty of New Jersey AFT, AFTNJ, AFL-CIO, LOCAL 2222 members ratified the attached Memorandum of Agreement (MOA) on January 27, 2023.

FISCAL NOTES: The negotiated settlements for the 2019 through 2023 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 periods through 2024.

RESOLUTION: It is recommended that the Board of Trustees ratifies the Collective Bargaining Agreement between Essex County College and the Essex County College Essex County College Chapter 6370 United Adjunct Faculty of New Jersey AFT, AFTNJ, AFL-CIO, LOCAL 2222 for the period September 1, 2019 through June 30, 2024.

EXECUTIVE RESPONSIBLE FOR RECOMMENDATION Dr. Augustine Boakye, President	FINAL DISPOSITION Approved by Board of Trustees
BOARD APPROVAL DATE February 21, 2023	