

**MEMORANDUM OF AGREEMENT
BETWEEN COUNTY COLLEGE BOARD OF TRUSTEES
AND ESSEX COUNTY COLLEGE CHAPTER 6370, UAFNJ, AFT, AFTNJ, LOCAL 2222**

This Memorandum of Agreement (“MOA”) is by and between the Essex County College Board of Trustees (“College”) and the Essex County College Chapter 6370, UAFNJ, AFT, AFTNJ, Local 2222 (“Union”), collectively the “Parties.”

WHEREAS, the Parties’ Collective Bargaining Agreement (“CBA”) expired on June 30, 2024;

WHEREAS, the Parties have engaged in good faith negotiations to reach a successor agreement that incorporates the Parties 2019-2024 Memorandum of Agreement;

WHEREAS, during the course of negotiations, and in an effort to reach a successor agreement, the College has offered to designate parking for the Union after 4:30pm as follows:

- 25 parking spaces at the University Ave garage,
- Lot C,
- Lot D, and
- Lot G.

WHEREAS, as part of its discussion regarding parking, the College has acknowledged that it will make its best effort to keep the Gymnasium open until 10:00pm to allow Adjunct Faculty members access to Lot D;

WHEREAS, the College will send a communication, with copy to the Union’s bargaining committee, advising of the change in designated parking locations;

WHEREAS, the Parties will collaborate on the content of the communication announcing the designated parking locations;

WHEREAS, the Parties discussed the College’s Tentative Teaching Agreement and, while not subject to negotiation, the College will revise the language in its Tentative Teaching Agreement to defer to the Parties’ CBA.

NOW THEREFORE, the Parties hereby agree to modify their CBA as follows:

Universal Language Change – In addition to the modifications outlined below, the Parties further agree to incorporate gender neutral language into the CBA and revise all reference to the Human Resources Director to the Executive Director of Human Resources, or their designee.

Duration – This agreement shall be effective for a period of four (4) years, from July 1, 2024 through June 30, 2028.

Title Page - Revise to reflect current leadership.

ARTICLE 1 – RECOGNITION - THE COLLECTIVE BARGAINING UNIT

A. UNIT RECOGNITION

The Board hereby recognizes Essex County College Chapter 6370 United Adjunct Faculty of New Jersey, AFT, AFTNJ, AFL-CIO, Local 2222 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.

B. EXCLUSIONS

The following employees are specifically excluded from this bargaining unit: the Essex County College managerial executives, confidential employees, administrators, supervisors, police, security, full-time faculty, non-credit Adjunct Faculty and all other employees of the College.

ARTICLE 2: DEFINITIONS

- A. "Board," as used in this Agreement, shall refer to the Board of Trustees of Essex County College.
- B. "College", as used in this Agreement, shall refer to the Essex County College, Newark, New Jersey.
- C. "Chapter," and "Local 2222", as used in this Agreement, shall refer to the Essex County College Chapter 6370 United Adjunct Faculty of New Jersey AFT, AFTNJ, AFL-CIO, Local 2222.
- D. "Bargaining Unit", as used in this Agreement, shall refer to all adjunct faculty members represented by the Chapter.
- E. "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.
- F. "Grievant" shall refer to the bargaining unit member or the Chapter who presents a grievance for resolution through the grievance procedure.

ARTICLE 3: TEACHING MATERIALS

Bargaining Unit Members may propose ebooks or teaching materials for consideration and classroom use. In all cases, the Department Chairperson or designee must approve the ebooks or teaching materials. Approved ebooks or teaching materials will be provided by the College. The College will utilize its best efforts to provide the aforesaid ebooks and materials in a timely fashion to allow the Bargaining Unit Member adequate time to prepare for teaching the course.

The College shall utilize its best efforts to provide the Bargaining Unit Member with notification of changes to ebooks, 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 a Bargaining Unit Member be requested by the College to create a full online course, the Bargaining Unit Member will receive compensation consistent with that of a full-time Faculty member performing online course development. Notwithstanding, setting up a conferencing (e.g., Teams, Zoom or College's current conferencing system) 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.

ARTICLE 4: BARGAINING UNIT MEMBER RIGHTS

1. [Paragraphs 1 through 4 unchanged]

5. Bereavement Leave

A Bereavement Leave of one day shall be granted to a Bargaining Unit Member for the death of an immediate family member. 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. The Bargaining Unit Member must notify the Chairperson as soon as reasonably possible

6. Earned Sick Leave [New Paragraph]

Bargaining Unit Members who are employed at the beginning of each Fall or Spring Semester shall be credited with one (1) sick day to be used for absences caused by illness or physical disability of the faculty member during that semester.

The Bargaining Unit Member must notify their Chairperson, Department Head, or designee of their absence at the earliest possible moment and before their first scheduled class, if possible, except where the nature of the illness or injury prevents this. In this case only, the Bargaining Unit Member shall make appropriate provisions for someone else to call, or when that is not possible, to call in personally as soon as possible.

This sick leave shall not accrue beyond any Semester, except that an unused sick day credited in the Spring semester may be used during the summer session occurring in the same calendar year. Unused sick days shall not be reimbursable upon termination, resignation, retirement or any form of separation from the College, nor shall a sick day be used to extend other paid leave.

7. 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. Bargaining Unit Members shall be required to comply with all parking regulations established by the College.

Use of the Student Parking Deck is optional at a discounted rate of \$25.00 per semester plus a refundable deposit of \$25.00 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.

8. Maximum Course Load

A Bargaining 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.

9. Responsibilities of the Unit Members

- i. Unit members shall honor all the policies, rules and regulations of the College as put forth to guide the College. Bargaining Unit Members are required to familiarize themselves with the Employee Handbook, Faculty Handbook, Student Handbook as well as the College's Policies and Regulations.
- ii. Bargaining Unit Members shall commit to teaching best practices to ensure the provision of quality education. These shall include but shall not be 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.
- iii. All Bargaining 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.

ARTICLE 5: 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 Bargaining Unit Member:

- i. Freedom in research, publication, and professional activities where these activities do not interfere with adequate performance of the Bargaining Unit Member's academic duties.
- ii. Freedom in the classroom to discuss controversial issues relating to the course. With this knowledge, the adjunct faculty member has an obligation to bear in mind their influence on the opinions and values of their students. .
- iii. Retention of all the Bargaining Unit Members' rights as a citizen to free speech and publication. Such rights are not, as such, subject to institutional censorship or discipline. However, Bargaining Unit Members present an image to the public by which their profession and the College may be judged. Therefore, Bargaining Unit Members must, at all times, be accurate, show respect for the opinions of others, and must make clear that they are not an institutional spokesperson.

ARTICLE 6: UNION DUES

- i. The Chapter shall provide the College with the authorized union dues amount to be deducted from the Bargaining Unit Member's paycheck.

- ii. The authorized Chapter representative shall provide the Human Resource Department with an authorization form for membership deductions.
- iii. Any Bargaining Unit Member 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. ("WDEA").

The original or copy of the Withdrawal (Opt-Out) Form will be maintained in the Chapter's business office.
- iv. Membership in the Chapter is available to all Bargaining Unit Members on an equal basis.
- 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.
- vi. Dues deduction monies shall be remitted to the Chapter on a regular basis and as soon as practicable.

ARTICLE 7: 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 a Bargaining Unit Member, is cancelled for any reason, including insufficient registration, the College will make every effort to notify the member no later than two (2) days after 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.

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 will be granted double (2x) their pro rata pay.

ARTICLE 8: 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 Bargaining Unit Member shall have up to fourteen (14) calendar days to read and discuss the report with the Chairperson or designee and

sign the report. The report will be placed in the Bargaining Unit Member's personnel file. Signing the report indicates that the unit member has read it, but not that they agree 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 Bargaining 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 Bargaining 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. Bargaining Unit Members may obtain a copy of the blank form template at any time from the Chairperson.

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

ARTICLE 9: PERSONNEL FILE

- A. There shall be one official personnel file for each bargaining unit member, which shall be located in the Department of Human Resources.
- B. Adjunct Faculty shall be given a 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 Department of Human Resources .
- C. No anonymous material shall be placed in the official personnel file.
- D. The following material contained in the personnel file shall not be made available to the Bargaining Unit Members:
 - i. Character and job references from outside sources which deal with matters prior to employment with the College;
 - ii. Placement records which contain references from outside sources;
 - iii. Transcripts restricted by the sending institution.
- E. Bargaining Unit Members will receive copies of any disciplinary notice and may respond to such notice before placement in the official personnel files. The Executive Director of Human Resources or their designee shall make copies of items contained in a Unit Member's personnel file upon their request for a copying fee of five cents per page.

ARTICLE 10: MEETING SPACE FOR UNION BUSINESS

The Chapter and its representatives, for official Chapter 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 circumstances should a Bargaining Unit Member cancel or reschedule a class for purposes of attending such a meeting.

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

ARTICLE 11: MEETING SPACE FOR STUDENT/ADJUNCT FACULTY CONFERENCES

The College shall make every effort to provide space to Bargaining Unit Members for classroom preparation or meeting with students, at all campuses. Use and operation of any designated space shall be subject to the discretion of the administration.

ARTICLE 12: INFORMATION EXCHANGE

Consistent with the requirements set forth by the WDEA, the College agrees to furnish to the Chapter a complete list of Bargaining Unit Members who are teaching in each semester as follows:

During the Fall and Spring Semesters, the College shall make every effort to supply a preliminary list by the end of the fourth week of each semester and a final list at the end of the eighth week of each semester.

During the Summer Terms, the College shall make every effort to supply a final list by the end of the fourth week of each term.

The information provided in each list shall include the Bargaining Unit Members' name, job title, Department/Division, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the College.

If a bargaining unit member is hired after the final list is provided to the Chapter, their information shall be provided pursuant to Article 22(e) herein.

ARTICLE 13: BULLETIN BOARD SPACE [Revised Article number only]

ARTICLE 14: SAFETY CONDITIONS

The College shall comply with all applicable laws and regulations designed to protect the safety and well-being of Bargaining Unit Members in their workplace.

ARTICLE 15: SEPARABILITY [Revised Article number only]

ARTICLE 16: DISCIPLINE

The College has the sole and exclusive right to suspend, discharge or otherwise discipline its employees for just cause. A Bargaining Unit Member shall have the right to request Union representation before or during any meeting which they believe may lead to disciplinary action.

ARTICLE 17: VACANCIES

Notice shall be provided of any professional position vacancy, administrative or adjunct faculty, to the unit members. Such notice shall be posted electronically and include the job title and the minimum salary offered.

ARTICLE 18: GRIEVANCE PROCEDURE

Definition: For the purpose of this Article, the term “grievance” shall mean any claim by a bargaining unit member(s) or the Chapter 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 – Level 1: Prior to the filing of a grievance, the grievant(s) shall approach their Chairperson, Department Head or designee to informally discuss the matter. If their Chairperson, Department Head or designee is a member of the bargaining unit, is the subject of the underlying grievance, or if the grievant is uncomfortable addressing their grievance with their Chairperson, Department Head or designee, they may discuss the matter with the next supervisor in the administrative chain of command, i.e., the Dean or their designees, in the area the alleged grievance occurred, who is not involved in the underlying matter and/or who is not a member of the unit.

Formal Procedure – Level 2: If the matter remains unresolved at Level 1, the grievant may invoke a formal grievance in accordance with the steps outlined below.

Step One: The grievant may advance their Grievance by having the Chapter submit a written grievance on the members’ behalf to the appropriate Area Head or designee. The written grievance shall be submitted either ten (10) weekdays after the initial discussion in the Informal Procedure outlined above, or thirty (30) calendar days from the date the grievant should have reasonably known of its occurrence, whichever is later.

The written grievance must state the alleged violation and the remedy sought, and submitted to the appropriate Dean or designee. The grievant and a Chapter representative shall meet with the Dean or designee for the purpose of resolving the grievance.

The meeting must be held within ten (10) weekdays of the receipt of the written grievance. The Dean or designee shall submit a written answer within ten (10) weekdays after the above mentioned meeting.

Step Two: If the grievant is not satisfied with the Step One decision, or if no response is rendered within the time limits in Step One, the grievant(s) shall have ten (10) weekdays to file the written grievance with the Department of Human Resources and a copy shall be filed with the Chapter by the grievant.

Within ten (10) weekdays from the date of filing, the Executive Director of Human Resources or their designee shall meet with the grievant, any involved administrator and a Chapter representative in an effort to resolve the grievance. The Executive Director of Human Resources or their designee shall submit the decision in writing within ten (10) weekdays of said meeting with a copy to the Chapter representative.

Step Three: If the Chapter is not satisfied with the Step Two decision, or if no response is rendered within the time limits in Step Two, the Chapter shall have ten (10) weekdays to file the written grievance with the President or their designee.

Within ten (10) weekdays from the date of filing, the President or designee shall meet with the grievant, any involved administrator and a Chapter representative in an effort to resolve the grievance. The President or designee shall submit the decision in writing within ten (10) weekdays of said meeting with a copy to the Chapter.

Step Four: If the Chapter is not satisfied with the decision in Step Three, or if no decision has been made within the time limits as set forth in Step Three, the Chapter may submit the grievance to arbitration within thirty (30) calendar days after receipt of the answer by the Chapter. This request shall be made in writing to the New Jersey Public Employment Relations Commission (PERC), with a copy to the President.

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. The arbitrator shall have no authority to alter the provisions of this Agreement. The decision of the arbitrator shall be binding on all parties.

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

The grievance may be withdrawn at any level.

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 the procedure may only be extended by written mutual agreement.

Failure of the grievant or Chapter to adhere to the timelines prescribed in Steps One, Two, Three or Four shall constitute a withdrawal of the grievance and the grievance cannot be resubmitted.

Failure of the administration at any step to submit a written decision shall be considered a denial and will allow the grievance to proceed to the next step.

ARTICLE 19: DISTANCE LEARNING

Definition: Distance learning is instruction that may utilize technology, such as interactive two-way video, pre-recorded audio or video, and/or the internet and web instruction. The provisions of this article concern both synchronous and asynchronous learning using web and email technology. Assignment of Adjunct Faculty to distance learning courses is subject to approval of the Chairperson/Department Head, Dean, and Chief Academic Officer or their respective designee.

Professional Development

Adjunct faculty teaching online or hybrid courses must attend training or have equivalent training approved by the Chairperson before they can teach an online or hybrid course.

ARTICLE 20: COMPENSATION PER CREDIT HOUR

Effective July 1 of each of the following years, all Unit Members shall be compensated at the Credit Hour Rates set forth below:

	<u>Base Level</u>	<u>Tier II</u>	<u>Tier III (effective 7/1/2027)</u>
2024-2025	\$942	\$950	
2025-2026	\$1,003	\$1,012	
2026-2027	\$1,033	\$1,043	
2027-2028	\$1,060	\$1,080 ¹	\$1,100

¹ For memorialization purposes only, Credit Hour Rates previously increased as follows:

	<u>Base Level</u>	<u>Tier II</u>
September 1, 2021:	\$846	\$854
September 1, 2022:	\$859	\$867
September 1, 2023:	\$872	\$880

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 this Agreement, shall be entitled to the 2nd Tier compensation rate per credit hour.

Effective July 1, 2027, Adjunct faculty who have taught a minimum of twenty (20) non-consecutive Fall/Spring semesters, and have maintained continuous recognition of unit membership, as outlined in Article 1 of this Agreement, shall be entitled to a 3rd Tier compensation rate per credit hour. Members reaching Tier III as of July 1, 2027 shall be compensated at the Credit Hour Rate of \$1,100.

Solely for purposes of retroactive per credit hour increases, members shall be entitled to retroactive pay for the 2024-2025 contract year. Union dues shall be deducted from such retroactive payments.

Effective July 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.

ARTICLE 21: FREQUENCY OF PAY

Fall and Spring Semester

The College shall issue the first paycheck as soon as practicable, but in no event later than 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 22: WORKPLACE DEMOCRACY ENHANCEMENT ACT

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. The College acknowledges that pursuant to N.J.S.A. § 34:13A-5.15, 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. The 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. Pursuant to Art. 12 herein, within 10 calendar days from the date of hire of a new negotiations unit employees, the College shall provide the union with the following information for all negotiation's unit employees: name, job title, Department/Division, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and personal email address on file with the College.
- f. The union shall have the right to use the College'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 College buildings and other facilities that are owned or leased by the College 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 College 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 College building or other College 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 College.
- h. Pursuant to Article 6 herein, 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 of their employment. Within five (5) 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, the Parties 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 the College's email system means that the union may communicate with employees who have college email addresses, as provided for in this section, using the employees' college email addresses. The College exercises its managerial prerogative as to employees who will be issued college email addresses and is under no obligation to provide email addresses to employees.

ARTICLE 23: DURATION

This Collective Bargaining Agreement between Essex County College and the Essex County College Chapter 6370, United Adjunct Faculty of New Jersey, Local 2222, shall be in effect for the period commencing July 1, 2024 through June 30, 2028 . All of its non-monetary terms and conditions will remain in full force and effect until a successor agreement is reached. The parties to this Agreement shall make their best efforts to commence negotiations for a successor agreement on or about February 1, 2028.

The publication of this Agreement between the two (2) parties shall be electronic and maintained on the College's website. The College agrees to provide the Union with an electronic copy of the completed written and updated draft contract no later than 90 calendar days of the Essex County College Board of Trustees ratification date of this agreement.

RATIFICATION – This MOA shall be subject to ratification by members of the Union and College and will be subject to the confirmation of funds available. This Agreement shall not be enforceable absent such ratification.

This Agreement may be executed in counterparts and each one shall be deemed an original. A facsimile copy or scanned copy of the Agreement or counterpart shall be deemed, and shall have the same legal force and effect as, an original document.

In witness whereof, the College and Union have caused this agreement to be signed.

For Essex County College:

For Essex County College
Chapter 6370, UAFNJ, AFT, AFTNJ,
Local 2222

DocuSigned by:

 985829082A9C482...

 Dr. Augustine Boakye

12/3/2025

Date

Signed by:

 F0C3F9762A074D5...

 Lynne Peterson Cummins
 President

12/4/2025

Date