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PREAMBLE

THIS AGREEMENT entered into this 23rd day of July 2018 BETWEEN
COUNTY COLLEGE OF MORRIS, in the County of Morris, New Jersey; (hereinafter
called the "College"); and

COUNTY COLLEGE OF MORRIS CHAPTER OF THE UNITED ADJUNCT
FACULTY OF NEW JERSEY, LOCAL 2222, AFT-NJ State Federation, AFT, AFL-CIO
(hereinafter called the "Federation").

ARTICLE I
RECOGNITION

The Board of Trustees of the County College of Morris recognizes the County College of Morris Chapter of the United Adjunct Faculty of New Jersey, Local 2222, associated with the AFT-NJ State Federation, AFT, AFL-CIO, as the exclusive bargaining agent for collective bargaining of the terms and conditions of employment of all employees included in the bargaining unit certified by the New Jersey Public Employment Relations Commission who have accepted teaching assignments for credit courses at the College in the current semester and who have also taught at least one credit course during the previous three semesters. Said certification (Docket RO-2008-072) is Exhibit A to this Agreement and made a part hereof. Teaching assignments during summer or interim sessions shall not be counted for the foregoing purposes.

“Semester” as used in this Agreement means the fall and spring semesters of the academic year, and does not include summer courses or winter sessions between the fall and spring semesters.

Non credit courses in the Corporate and Community Programs Division are assignments outside the scope of the positions within the certified bargaining unit and therefore not governed by this Agreement.

A break in service shall occur when an adjunct faculty member has not completed teaching at least one credit course during three consecutive semesters, limited to fall or spring semesters. An adjunct faculty member employed by the College following a break in service shall not be included in the bargaining unit until the adjunct faculty member has taught at least one credit course during the prior semester or during the previous academic year. Teaching assignments during summer or interim sessions shall not be counted for the foregoing purposes.

The College retains the right to assign persons not eligible for membership in the bargaining unit to teach credit courses as it has done prior to the negotiation of this Agreement.

ARTICLE II

MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the College is of paramount importance and that there should be no interference with such operation.

B. The Federation agrees that neither the Federation nor any person acting in its behalf will cause, authorize, engage in, sanction, nor will any of its members take part in, a strike against the County College of Morris, or the concerted failure to report for duty, or willful absence of a faculty member from his/her position, or refusal to perform his/her assigned duties of employment as defined in this Agreement.

C. The Federation further agrees that it will not cause, engage in, encourage or assist in any strike or similar action or conduct on the part of students of the College.

D. A member of the adjunct bargaining unit will be subject to disciplinary action up to and including termination if he/she causes, authorizes, supports, or takes part in any strike, work stoppage, refusal to perform assigned duties, or any other job action against the College.

E. Nothing contained in this Agreement shall be construed to restrict or limit the College in its right to seek and obtain such judicial relief as it may be entitled to have under law.

ARTICLE III
EMPLOYMENT

A. Offers of Employment. All faculty assignments are subject to the approval of the College President. With such approval the College will offer employment to bargaining unit members as the College becomes aware of the need for adjunct faculty to teach credit courses. An offer of employment shall be in writing and shall set forth the course assigned, the duration and location of the course, and the rate of pay. The appointment term shall be limited to one semester. An offer of employment shall be deemed withdrawn if the adjunct faculty has not signed and returned his/her acceptance of the offer to the Vice President of Academic Affairs within ten (10) calendar days from the date of receipt of the offer. The Office of Academic Affairs will mail or hand to the adjunct faculty member a date stamped receipt of the signed acceptance.

B. Rescission of Appointment. The College reserves the right to rescind an appointment and course assignment anytime up to and including the tenth (10th) calendar day of the semester if:

- (i) Fewer than 12 students or 50% of capacity are enrolled in the course for credit, or
- (ii) It is necessary to assign the course to a full-time faculty member to provide the full-time faculty member with a teaching load of 15 credits in the fall semester or 30 credits for the academic year not including overload, or
- (iii) Other change in circumstances arises after the date of appointment letter that, in the judgment of the Vice President of Academic Affairs, makes it academically or economically inadvisable to run the course.

If notice of rescission of the appointment is delivered on or before the tenth (10th) calendar day of the semester the adjunct faculty member shall be paid pro rata for number of class sessions actually taught prior to cancellation or reassignment of the course. The College further reserves

the right to terminate the appointment of an adjunct faculty member anytime after the tenth (10th) calendar day of the semester, for any reason and without cause, by delivery of written notice of termination together with payment of the compensation the adjunct faculty member would have been paid for the remainder of the semester less applicable payroll deductions. The decision of the College to rescind the appointment and course assignment during the first ten (10) days of the semester, or the decision to terminate the appointment without cause after the tenth (10th) day of the semester, shall not be grievable.

C. Application Disclosures. Prior to signing and returning acceptance of a letter of appointment for a new semester teaching assignment, an adjunct faculty member shall be under an affirmative duty to communicate in writing to his/her department chair (i) correction of a material inaccuracy discovered by the adjunct faculty member, in the qualifications and experience set forth in the employment application previously submitted to the College, and (ii) disclosure of any current gainful employment not set forth in the employment application previously submitted to the College. The failure to correct and update the foregoing information shall constitute good cause for rescinding or terminating the teaching assignments of the adjunct faculty member.

D. Notice of Resignation. A bargaining unit member who accepts employment with the College and then resigns from teaching shall give the College fourteen (14) calendar days written notice of resignation except in cases of a documented health emergency. Failure to give fourteen (14) calendar days notice shall result in the bargaining unit member's removal from consideration for any future employment.

E. Employment following A Break In Service. Following a break in service of three consecutive semesters without completing teaching of at least one credit course, the adjunct

faculty member shall not be included in the collective negotiating unit until he/she has taught at least one credit course during the prior semester or during the previous academic year.

Employment following a break in service of not more than three consecutive semesters shall not require completion of a new employment application.

F. Re-Employment. Adjunct faculty members have no right to re-employment from one semester to the next or following the end of any particular semester, and therefore there shall exist no right to grieve over re-employment or non-re-employment, nor over the number or selection of courses, or sections of courses, to be taught if re-employed.

G. No Tenure Accrual. Part-time and/or adjunct teaching shall not accrue towards acquisition of tenure under N.J.S.A. 18A:60-7 & 8.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Purpose and General Procedure

1. The purpose of the procedure set forth in this Agreement is to secure, at the lowest level possible, equitable solutions to grievances of adjunct faculty members and/or the Federation. Nothing contained in this Article shall preclude an adjunct faculty member or his/her supervisor from discussing matters with each other, and each shall be free to do so without recourse to the grievance procedure. The parties involved in grievance proceedings shall keep such proceedings informal and confidential at each level of such procedure.

2. Failure of the Federation to proceed to the next level within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall bar further processing of the particular grievance.

3. Failure of the College or its representatives to respond at any step of the grievance procedure shall be deemed to be a negative response and, if the applicable grievance procedure so provides, the grievant or Federation may continue within the time limit specified to the next step of the procedure.

4. The time limits set forth in the procedure may be mutually extended in writing.

5. All parties shall process grievances during times when they do not interfere with assigned duties unless the parties mutually agree otherwise.

6. No claim for back wages shall exceed the amount of wages that the individual would have earned at his/her regular rate. All back pay claims shall be limited to the amount of wages the individual would otherwise have earned from his/her regular employment.

7. The Federation at Step I and all subsequent formal stages of the grievance procedure, shall process the grievance on behalf of the grievant. The Federation shall select and approve the person(s) to counsel the grievant. At all stages of the grievance procedure, the College may also be represented or counseled by individuals selected by the College.

8. All conferences and hearings conducted under this grievance procedure shall be conducted in private and shall be limited to the parties in interest, their representative or counselor as permitted by this Article, and each witness during the course of his/her testimony. At Step II hearings, proposed witnesses who are non-bargaining unit employees of the College shall be scheduled by the College during times which do not interfere with assigned duties, provided that the Federation calls only witnesses that have relevant testimony to offer.

9. There shall be no reprisals against an adjunct faculty member by virtue of participation in any grievance. Implementation of a grievance determination, including the upholding of prior disciplinary action, shall not constitute reprisal.

10. "Days" referred to in this Article shall mean calendar days, except that holidays established in the College calendar shall not be counted.

11. The period between June 1 and Labor Day shall not be counted as part of the time limits referred to below in Sections B and C.

B. Definition of Grievance

1. Definition

A grievance is an alleged misinterpretation, misapplication or violation of the express terms of this Agreement or policies or administrative decisions of the College that affect the terms and conditions of the grievant's employment, but shall not include:

- (a) Matters that under the law or terms of this Agreement are not grievable; or

- (b) Claims of violations, misinterpretations or misapplication of federal or State statutes, or administrative rules or regulations of federal or State agencies..
 - (c) Matters relating to teaching assignments for non-credit courses.
 - (d) Violations of College traffic and parking regulations or fines or sanctions imposed for violation of such regulation, which shall not be grievable.
2. Informal Conference.

When an adjunct faculty member feels aggrieved over a subject matter that is within the definition of a grievance, the adjunct faculty member shall discuss the grievance informally with his/her Department Chair within twenty (20) days after the occurrence or within twenty (20) days after the grievant should have reasonably known of such occurrence, with the objective of resolving the matter informally.

3. Step I

If within ten (10) days following the Informal Conference, the Federation is not satisfied with the disposition of the grievance, the Federation may file with the Division Dean a written Statement of Grievance (Exhibit B). Within twenty (20) days after receipt of the Statement of Grievance, the Division Dean shall render a written decision of the disposition of the grievance to the Federation. In the event the Federation is not satisfied with the disposition of the grievance at Step I, the Federation may, within ten (10) days after receipt of the decision and disposition at Step I, file with the Vice President of Academic Affairs of the College a written Statement of Appeal (Exhibit B). A copy of the decision at Step I shall accompany the Statement of Appeal.

4. Step II.

Grievance Hearing. The Vice President of Academic Affairs or his/her designee shall conduct a closed hearing of the grievance appeal. The hearing shall not be limited

by strict rules of evidence. All documents submitted shall be marked in evidence. The hearing shall be concluded and the Vice President of Academic Affairs of the College shall render his/her report and decision on the grievance appeal within thirty (30) days from his/her receipt of the Statement of Appeal. Copies of the Vice President's decision shall be given to the Federation.

5. Step III

In the event the Federation is not satisfied with the disposition of the grievance at Step II, the Federation may, within ten (10) days after receipt of the disposition at Step II, file a written appeal with the President of the College, requesting the President to review the decision rendered at Step II. Upon receipt of the appeal, the President or his/her designee shall make such further inquiry as he/she deems necessary, and the President shall deliver a copy of his/her decision on such appeal to the Federation within twenty (20) days from receipt of the appeal. The decision of the President shall be final and may not be submitted to arbitration except for decisions finding good cause for suspension or termination prior to the expiration of the current semester appointment. The decision of the College under Article III (B) to rescind the semester appointment and course assignment prior to the tenth (10th) calendar day of the semester, or to terminate the appointment without cause upon payment of the compensation for the remainder of the semester, shall not be grievable.

6. Step IV – Arbitration

(a) If the Federation contests the finding of the President of good cause for suspension or termination of the grievant prior to the expiration of the current semester appointment, it may submit the grievance to arbitration within twenty (20) days from receipt by the Federation of the President's disposition. A list of arbitrators shall be requested from the

Public Employment Relations Commission in accordance with its Rules and Procedures for selection of an arbitrator.

(b) The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusion regarding whether good cause exists for the imposition of the suspension or termination. The parties agree that in any grievance arbitration proceeding regarding the termination or suspension of an adjunct faculty member, the arbitrator shall be limited to an award of all or a portion of the salary the adjunct faculty member would have received in that semester but for the termination or suspension. The arbitrator shall have no authority to award reinstatement, a new appointment, or any other relief. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, or which violates the terms of this Agreement, nor shall he/she have any authority to add to, subtract from, or in any way modify the terms of this Agreement. The arbitrator shall also be bound by the laws of the State of New Jersey and of the United States and decisions of the New Jersey Commission on Higher Education. The arbitrator shall not issue any monetary award that shall predate the occurrence of the suspension or termination. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be binding on the College, on the grievant(s) and on the Federation.

(c) The costs of the services of the arbitrator, including per diem and other related expenses, if any, of the arbitrator shall be borne equally by the Board and the Federation. The party incurring any other expense shall be responsible for payment of the same.

C. Election of Remedies

If the grievant or Federation initiates a proceeding or appeal arising out of the same factual circumstances or seeking similar relief before any administrative agency or judicial

authority to which jurisdiction of the subject matter has been conferred by law, the pending grievance proceeding shall be stayed until such administrative agency or judicial authority renders a final determination or remands the matter for continuation of the grievance proceeding. Nothing contained herein shall limit the right of the Federation to take a judicial appeal or initiate administrative proceedings after the grievance proceeding has been concluded.

D. Withdrawal of Grievance

A grievance may be withdrawn at any time and at any Step in the procedure and, in the event of such withdrawal, the grievance shall not be continued.

ARTICLE V

EVALUATION

A. An adjunct faculty member will be evaluated by the Department Chair or Assistant Chair or Division Dean at least once during the academic year that he/she satisfies the service requirements for inclusion in the bargaining unit. After the initial academic year of inclusion in the bargaining unit, the College reserves the right to periodically evaluate an adjunct faculty member at the College's discretion. The evaluation shall include, but not necessarily be limited to, a formal class observation and consideration of Student Opinion Reports ("SORs") consistent with the limitations in subparagraphs B and C. Written evaluation reports shall be completed and presented to the adjunct faculty member. The adjunct faculty member shall have the right to discuss the evaluation with the Department Chair or Assistant Chair. The adjunct faculty member shall also have the right to submit and append a written response to the evaluation report.

B. After completion of teaching two semesters (excluding summer courses or winter sessions) in the rank of Adjunct II, the College will give the Adjunct II faculty member 48 hours advance notice of the approximate time during which the classroom observations will take place, unless in the discretion of the Department Chair the classroom observation is required without advance notice to assess a teaching performance deficiency or class attendance concern. After completion of teaching two semesters (excluding summer courses or winter sessions) in the rank of Adjunct II, classroom observations will not be conducted more frequently than once every three semesters unless in the discretion of the Department Chair the classroom observation is necessary to assess a teaching performance deficiency or class attendance concern.

Formal classroom observations shall be documented within 15 business days, and shall be signed by the Adjunct.

C. Except as otherwise provided in this subparagraph C, after the adjunct faculty member completes teaching 10 semesters from the date of initial hire by the College (excluding summer courses or winter sessions) without a break in service as defined in Article I, SORs will not be administered more frequently than once every three semesters. Notwithstanding the foregoing, the College reserves the right to administer an SOR for any course taught whenever the Department Chair in his/her discretion deems the SOR evaluation necessary to assess a teaching performance deficiency or class attendance concern.

In addition to the SOR schedule above, an Adjunct may request that SOR's be administered in one or more courses by submitting a request in writing to the Department Chairperson by the fifth week of the semester.

ARTICLE VI

CLASSIFICATION AND PROMOTION

A. Upon initial employment an adjunct will be classified as Adjunct I. To be eligible for promotion to Adjunct II, an Adjunct I must have completed teaching eighteen (18) credit hours at the College without a break in service. Non-credit CPP courses and summer and interim session courses are not counted toward accrual of the eighteen (18) credit hours for eligibility for promotion. Credit hours taught prior to a break in service as defined in Article I shall not be counted toward accrual of the eighteen (18) credit hours for eligibility for promotion.

B. Promotion to Adjunct II

On or before the first day of classes in the Fall or Spring semesters, adjunct faculty seeking promotion to Adjunct II must submit to their Department Chairperson a completed Adjunct Faculty Promotion Application with all required items attached to the application. Preparation for and gathering of the required items should begin one full semester in advance of submitting the application and should be coordinated with the Department Chairperson. In the Fall or Spring semesters, the Department Chairperson shall submit to the Division Dean a list of the adjunct faculty who have applied for promotion and who have been determined to be eligible for promotion to Adjunct II in the next semester, along with copies of the application and all required observations, evaluations and certificates of completion of Non-Discrimination, Sexual Harassment, Right to Know (if applicable) and Adjunct Faculty Orientation Training Programs. The list of adjunct faculty recommended for promotion to Adjunct II and all required items shall be delivered to the Dean no later than two weeks after the first day of Fall or Spring semester classes. Based upon the consideration of the promotion criteria in Section C, the Division Dean will make promotion recommendations to the Vice President of Academic Affairs, who will in

turn, make recommendations to the College President. Based upon further review of satisfactory completion of the promotion criteria, the College President will send his/her recommendations to the Board of Trustees for consideration in the October or March meeting of the Board. The Department Chairperson shall advise those adjunct faculty granted promotion to Adjunct II. Promotions will take effect on the first day of the next semester following Board approval of the promotions, excluding summer and winter sessions.

C. Promotion recommendations for Adjunct II will consider:

1. Classroom observation of teaching effectiveness.
2. Fulfillment of duties listed in Article VII(F)
3. Participation in departmental initiatives.
4. Educational degrees held and post degree credits earned
5. Professional credentials and experience.
6. Evidence of academic achievements and recognitions by professional and community organizations.
7. Positive SOR responses.
8. Completion of on-line orientation.

D. Promotion recommendations and decisions are managerial prerogatives within the sole discretion of the President and Board. Recommendations and decisions regarding promotion are not grievable.

COUNTY COLLEGE OF MORRIS

Adjunct II Promotion Application

See CCM-UAFNJ Contract Article VI – B. for specific Classification and Promotion information.
Application and items listed below must be submitted to the Dept. Chair by the candidate for Promotion no later than the second week of semester classes.

ADJUNCT INSTRUCTOR'S NAME:

DATE:

DEPT. CHAIRPERSON:

DEPARTMENT:

ADJUNCT II

Application and items listed below must be submitted to the Dept. Chair by the candidate applying for Promotion

1. Adjunct has taught 18 credit hours, not counting Summer, Winterim, and non credit CPP courses
2. Adjunct Evaluation Report Form *Attached*
3. Classroom Observation Form *Attached*
4. Student Opinion Reports *Attached*
5. Certificate of completion of Sexual Harassment Training Program *Attached*
6. Certificate of completion of Non-Discrimination Training Programs *Attached*
7. Certificate of completion of Adjunct Orientation *Attached*
8. Certificate of completion of Right To Know Training (If required for courses taught) *Attached*
9. Candidate has participated in departmental initiatives
10. Candidate has all necessary professional credentials and experience.
11. Evidence of academic achievements and recognitions by professional and community orgs.
12. List academic degrees and or graduate credits in discipline
Bachelors: Masters: Doctorate: post degree credits earned:

13. Resume Reviewed

14. Transcripts Reviewed

PROMOTION - RECOMMENDED NOT RECOMMENDED

DEPT. CHAIRPERSON SIGNATURE:

DATE:

PROMOTION - RECOMMENDED NOT RECOMMENDED

DIVISION DEAN SIGNATURE:

DATE:

September 2015

ARTICLE VII

ACADEMIC ASSIGNMENTS AND RESPONSIBILITIES

A. Contact Hours

The assigned teaching load for an adjunct faculty member shall be fewer than twelve (12) credit hours in a fall or spring semester. Teaching load contact hour represents the instructional contact time with the student. A teaching load contact hour for each course is defined in the College catalog as either “lecture” or “laboratory” contact time. For purposes of this Article seven hundred and fifty (750) minutes of lecture contact time over the duration of the course shall equal one contact hour. The length of lecture classes shall normally be fifty (50) minutes per week for each contact hour, scheduled over a sixteen (16) week semester inclusive of one week of scheduled final examinations. Therefore, three (3) credit lecture classes shall meet for one hundred fifty (150) minutes, each week over sixteen (16) weeks including one week of scheduled final examinations, unless the Department Chair approves an equivalent number of teaching contact hours scheduled over fewer than sixteen (16) weeks. The compensation rates set forth on Exhibit C apply the agreed upon equivalent teaching load of the listed categories of non-classroom instruction, large class enrollment, and small class enrollment, in relation to the teaching load earned for standard classroom lecture/recitation.

B. Equivalent Contact Hours for Assignments Other Than Lectures or Clinical Instruction

For purposes of computation of the rate of compensation, laboratory-type teaching situations shall be equated on the basis of three (3) laboratory hours being equal to two (2) lecture contact hours. For purposes of computation of the rate of compensation, (i) private music instruction shall be equated at .67 lecture contact hours per student, (ii) independent study,

coop, and internship instruction shall be equated at .4 lecture contact hours per student, except that the teaching load contact hours for independent study shall not exceed the compensation rate for lecture contact hours set forth on Exhibit C, and (iii) two hundred (200) minutes per week for fifteen weeks of instruction conducted in learning centers shall be equated to three (3) lecture contact hours. One (1) additional contact hour shall be earned for the first semester that an adjunct faculty member teaches an online or hybrid class.

C. Clinical Instruction

Clinical nursing, radiography, and respiratory therapy instruction shall be compensated at the hourly rates set forth on Exhibit C.

D. Contact Hour Adjustments Based Upon Class Size

Contact hours earned for teaching a lecture class with an enrollment of more than forty (40) credit students shall be one and one half (1½) the number of the teaching load contact hours for the course as defined in the College catalog. Contact hours earned for teaching a lecture class with an enrollment of fewer than eight (8) credit students shall be .4 credits of the teaching load credit hours per enrolled credit student not to exceed the teaching load contact hours for the course as defined in the College catalog. The combined enrollment in courses listed in the College catalog as “Combined Courses” shall be utilized to determine contact hour adjustments under this subparagraph D based upon class size.

E. Excluded Special Assignments.

The College reserves the discretionary right to offer adjunct faculty occasional special assignments to coordinate or undertake projects or events not involving classroom or distance learning student instruction. Examples of these special assignments are play direction, musical direction, choreography, music performance, off-campus program coordinator, faculty

workshops, curriculum development, advisement cadre, and program assessment. The Federation acknowledges that these special assignments are outside the scope of the bargaining unit position. Accordingly, the provisions of this bargaining unit Agreement, including compensation rates and deduction of Federation dues, shall not be applicable to these special assignments.

F. Other Duties.

In addition to teaching instruction, adjunct faculty shall be responsible to perform the following duties:

1. On the first day of classes each semester, or as soon as practicable for late-assigned classes, provide enrolled students with a detailed class syllabus that conforms to the syllabus guidelines of the Office of Academic Affairs, including the absentee policy, faculty contact information including College email address, the means by which the adjunct faculty member will be available during the semester to meet and confer outside of class, and the course content and grading policy consistent with the department course and grading requirements.
2. Adhere to the course syllabi. Any alterations must be approved by the Department Chairperson.
3. Hold classes for all scheduled times including the last scheduled class.
4. Maintain student grade and attendance records and provide the same to the Vice President for Academic Affairs.
5. Participate during normal class hours in department assessment program when requested.
6. Provide contact information to students and reply to student email or telephone inquiries.
7. Provide timely notification to the Department Chair and Director of Human Resources of any change in the adjunct faculty member's current address and telephone number.
8. Abide by the College grading policies and meet all deadlines for grade submission.
9. If the adjunct faculty member contemplates a change in contact information during the week following the posting of final grades, on or before the last day of classes, the adjunct faculty member will inform students in writing of the updated contact information to be used regarding any grading questions.

10. Retaining for one year all mid-term and final examination submissions of students.
11. Provide notification of absence to the Department Chair and Division Dean and arrange for a qualified substitute as required under subparagraph H of this article.
12. Make an effort to attend one division and one department meeting each semester.
13. Use College assigned email address and regularly check the assigned email.

G. Textbook Selection

Adjunct faculty shall use the textbook selected by the department unless otherwise approved by the Department Chair.

H. Adjunct Faculty Absence

If an emergency or illness precludes an adjunct faculty member from attending a scheduled class the adjunct faculty member shall notify the appropriate Dean or Department Chair as soon as possible. In cases where the emergency absence notice cannot be given on a weekday between 9 a.m. and 4:30 p.m., the adjunct faculty member shall be responsible to provide the emergency absence notification to the College Department of Public Safety. The adjunct faculty member is expected to make an effort to arrange for another member of the adjunct bargaining unit deemed qualified by the Department Chair to provide covering services without cost to the College. In the event that the adjunct faculty member is unable to arrange for a qualified substitute to cover an evening class, the adjunct faculty member shall immediately request that the appropriate Department Chair or Division Dean secure a qualified substitute, in which case the adjunct faculty member will not be compensated for the missed class unless the Department Chair has approved a written detailed plan for scheduling the missed contact hours.

I. Guest Lecturers/Field Trips.

All invitations to guest lecturers must be approved in advance by the appropriate Division Dean. Written requests for permission to substitute a field trip or museum visit for a regularly scheduled class meeting must be submitted one week in advance for prior approval of the Department Chair or Division Dean. The adjunct faculty member is responsible for making a preliminary survey of the field trip site, submitting an estimate of the length of time involved in the round-trip schedule, mode of transportation, planning the transportation route, and the adjunct faculty member has obtained approval of the financing. The adjunct faculty member is responsible to advise students absent at the time the field trip is announced of the arrangements for that field trip, especially if it is scheduled for the next class meeting.

J. Room Assignments.

The Academic Services Office arranges room assignments for day and evening classes. Adjunct faculty shall not change the classroom assigned in the original class schedule without the prior approval of the Academic Services Office.

ARTICLE VIII

PERSONNEL FILES

A. Location

One (1) official personnel file for each adjunct faculty member shall be maintained in the Office of Academic Affairs and administered by the Human Resources Department. Papers maintained by chairpersons or others shall not constitute the official file. Any evaluation documents placed in the personnel file shall not be altered, but may be supplemented providing the same is also placed in the personnel file and the adjunct faculty member is so advised.

B. Access

Upon advance request to the Office of Academic Affairs, adjunct faculty members may examine their personnel file during college business hours at the Office of Academic Affairs. Material relating to the initial appointment solicited under conditions of confidentiality shall be excluded from the personnel file. At the option of the adjunct faculty member, one (1) representative of the Federation may also be present. A representative of the College must be present during such examination. Because of limitations of College personnel, it may not be possible to immediately grant all requests for examination of personnel files.

C. Copies

An adjunct faculty member may obtain one (1) copy of any material in his/her personnel file. Further requests for copies will be filled at the cost of twenty cents per page. Requests for a copy of a Student Opinion Report conducted during the two previous semesters will be honored without charge if the requesting party did not receive a clear copy at the time the Report was originally distributed, otherwise there will be a fifty cent charge per page.

D. Responsive Submittals

An adjunct faculty member shall have the right to insert into the personnel file his/her written response to any material considered derogatory. The adjunct faculty member may make a written request to the Office of Vice President of Academic Affairs to remove any material considered obsolete or otherwise inappropriate for retention. Such requests for removal of material may be granted or denied in the discretion of the appropriate administrator designated by the College to review such requests. The adjunct faculty member shall be advised of the decision. Whenever signed complaints are deemed worthy by the College administration of placement in an adjunct faculty member's personnel file, written notice of the placement of such material in the personnel file shall be given to the adjunct faculty member.

E. Notice of Release of Personnel File Material

An adjunct faculty member shall be advised one (1) day in advance whenever information from his/her personnel file is given to a party not affiliated with the College without the authorization of the adjunct faculty member, except if such information is required pursuant to a court order or a subpoena, notice will be given to the adjunct faculty member upon compliance with such order or subpoena unless the court order or a law enforcement directive prohibits such notification. A physician, attorney, accountant, insurance agent, or insurance carrier providing services to the College is deemed to be a party affiliated with the College. The College shall be authorized without prior notice to release to state or federal governmental authorities employment information necessary to confirm entitlement of the employee to participate in benefits programs.

ARTICLE IX

ADJUNCT FACULTY PRIVILEGES

A. ID Card and Bookstore Discount

Upon presentation by the adjunct faculty member of a signed copy of an appointment letter dated not more than 90 days before presentation, the Office of Campus Life will issue an ID card to the adjunct faculty member which will entitle the adjunct faculty member to a 15% employee discount at the College Bookstore. Adjunct I members shall be entitled to the 15% Bookstore discount from the date of the appointment letter and continuing during semesters that the Adjunct I member is actively employed at the College. Adjunct II members shall be entitled to the 15% Bookstore discount from the date of the appointment letter to the end of the academic year during which the Adjunct II member is assigned to teach a course. Use of the ID card to request the 15% employee Bookstore discount shall be strictly limited to the times specified in this Section A. Upon resignation of employment or the occurrence of a break in service as defined in Article I, whichever shall first occur, the adjunct faculty member shall promptly return the ID card to the Office of Campus Life.

B. Tuition Waiver

After qualifying for inclusion in the collective bargaining unit:

- 1) Adjunct I faculty will be entitled to tuition waiver for themselves only for credit courses taken at the College during the semester they are teaching, limited to the number of credit hours they are teaching at the College, up to a maximum of 12 credits per academic year (September 1 - August 31). Non-credit courses (equal to 1 credit) may be taken on a waiver basis, limited to no more than four per academic year and are counted towards the limits noted.

- 2) Adjunct II faculty will be entitled to tuition waiver and may utilize the credits taught at any time in the academic year (September 1 - August 31) they are teaching. The number of credits eligible for waiver is limited to the credit hours taught in the academic year, up to a maximum of 12 credits. Non-credit courses (equal to 1 credit) may be taken on a waiver basis, limited to no more than four per academic year and are counted towards the limits noted.
- 3) Dependents of Adjunct II faculty will be entitled to waiver of credit courses only, limited to the number of credit courses taught by the adjunct faculty member at the College, up to a maximum of 12 credits and may be utilized in the academic year (September 1 - August 31) the adjunct faculty member is teaching. Non-credit courses are not eligible for waiver.

The group maximum number of credit hours available for waiver for dependents shall not exceed 300 per academic year. Dependents are defined as spouse or civil union partner and child/stepchild up to age 23. Eligibility ceases at the end of the calendar year the child/stepchild reaches age 23.

- 4) Entitlement to tuition waiver as stated in 1, 2 and 3 above is limited to (i) space available in scheduled courses, (ii) a course that has sufficient paid enrollment to justify offering the course, and (iii) instruction provided by College faculty and not courses provided by an agency under contract to the College.

The Application form for tuition waiver must be signed by the Department Chair and Division Dean and approved, upon presentation of a copy of the adjunct faculty's signed contract, by the Vice President of Human Resources or his/her designee prior

to course registration. The adjunct faculty member shall be responsible for payment of college fees, including late fees and the cost of course materials.

If the student drops a course after the payment due date and that course was previously approved under tuition waiver, the credits for the course dropped are not restored to the student for another waiver.

D. Parking.

During the first week of classes if not previously issued, an adjunct faculty member shall complete the motor vehicle registration form and obtain a faculty parking decal from the Department of Public Safety entitling adjunct faculty member to park free of charge in parking areas reserved for faculty. Use of faculty parking areas is on a first come first used basis. A traffic summons will be issued to any vehicle on campus not properly displaying the college parking decal or parked in a restricted or no-parking area.

E. Email and Internet Access

Each adjunct faculty member will be assigned a College email address with internet access for use related to discharge of employment responsibilities to the College. At the commencement of each semester course the adjunct faculty shall advise students enrolled in the course of the adjunct faculty member's College email address. The adjunct faculty member is expected to regularly check the assigned email address, which address will be used by the College as the official means of communicating with the adjunct faculty member.

F. Access to Computer Training

Computer training courses periodically offered for employees of the College by the College Center for Teaching and Learning shall be open for attendance by adjunct faculty members.

G. Benefits Limited to Period of Active Employment.

Except as otherwise provided in subsections A and B above, an adjunct faculty member shall not receive or be entitled to any benefits under this Agreement during periods that the adjunct faculty member is not actively employed by the College in a position covered by this Agreement.

ARTICLE X

NO ENTITLEMENT TO PAID LEAVES OF ABSENCE

Except for absences covered by a qualified substitute under Article VII H, adjunct faculty shall not be entitled to paid leaves of absence, including sick leave, personal leave, or paid vacation.

ARTICLE XI

PENSION AND HEALTH BENEFITS

Pension and health insurance benefits are provided to adjunct faculty members pursuant to programs offered by the State of New Jersey under terms and conditions established by the state program, and are subject to change or cancellation effected by the state. Payment of premiums for the state health insurance benefits are at the sole cost of the adjunct faculty member. The College shall have no obligation to continue or replace pension or health insurance benefits changed or withdrawn by the state.

ARTICLE XII

COMPENSATION

A. Compensation Rates

Adjunct Faculty shall be compensated at the contact hour rate or dollar rate set forth on Exhibit C for the instructional activity, applicable adjunct classification, and calendar period.

B. Method of Payment

The compensation due the adjunct faculty member shall be paid in four equal installments, once a month, over the sixteen (16) week period of the semester. For the fall semester, one installment will be paid in September, October, November, and December. For the spring semester, one installment will be paid in February, March, April, and May. Adjunct faculty members must complete the form authorizing use of direct deposit. The final installment will be held until the adjunct faculty member submits student semester grades to the Office of Records and Registration and fulfills all other required obligations at the close of the semester. The schedule of compensation for "Late Start" classes will be adjusted to the length of time the class runs.

C. Legal Limitations or Impositions

This Agreement and specifically the wages provided for in this Article are subject to present and future limitations, freezes, stabilization, or other statutes, executive orders, or administrative regulations which federal or state law or authorities may enact. To the extent that any provision of this Agreement or the wages provided for herein exceed that permissible by any federal or state law, executive order or administrative regulation, such provision or excess wage

shall be deemed invalid except to the extent permitted. Such invalidity shall not nullify this Agreement, which in all other respects shall continue in full force and effect.

ARTICLE XIII

BOARD RIGHTS RESERVED

A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States. The foregoing reservation shall include the promulgation, revision, and enforcement of a Code of Ethics applicable to employees of the College.

B. The exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall only be by the terms of this Agreement to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the rights, responsibilities and authority of the Board under National, State, County or Local laws.

ARTICLE XIV

RIGHTS OF BARGAINING UNIT MEMBERS

A. No adjunct faculty member shall be dismissed or terminated without just cause except that the College reserves the right under Article III (B) to rescind an appointment prior to the tenth (10th) day of the semester, and the right under Article III (B) to terminate the appointment of an adjunct faculty member after the tenth (10th) day of the semester without cause upon payment of compensation for the remainder of the semester less applicable payroll deductions. It is agreed that non-reappointment of an adjunct faculty member is a right reserved to management, does not constitute discipline, and is not grievable.

B. Whenever possible, adjunct faculty names shall be included in the published list of course schedules available prior to the beginning of semester classes. This listing shall remain subject to the rights reserved by the College to change adjunct faculty assignments or to rescind the teaching appointment under Article III (B). Inclusion in the listing shall not confer any right of employment or right to a particular course assignment.

ARTICLE XV

FEDERATION USE OF COLLEGE FACILITIES AND RECEIPT OF SEMESTER ROSTERS

A. Conduct of Federation Business

The Federation shall be permitted to transact Federation business on campus provided that it shall in no way interfere with the College operations or the scheduled duties and/or working hours of adjunct faculty members or other employees. The Federation shall be entitled to the use of appropriate space on campus. The College shall designate the space available to the Federation at no charge provided that the space is requested and approved in accordance with the room reservation policies and procedures which the College has established or may hereafter establish, that are consistent with this section A, and provided further that such meetings shall not interfere with College operations, College-initiated activities, or scheduled duties and working hours of adjunct faculty members or other employees. The Federation may request, at least two weeks in advance, through the Office of the Vice President of Academic Affairs, a time and place on campus to hold Federation general membership meetings not to exceed three per contract year.

B. Bulletin Board

The Federation shall have the right to request installation and use of one (1) bulletin board, approximately four (4) feet square (4' x'4') in a prominent location near the Cohen Hall cafeteria. The Vice President of Academic Affairs will designate the exact location of such bulletin board. The Federation bulletin board shall be used solely for the posting of notices and other materials relating to Federation activities. All materials posted shall relate to official business of the Federation and shall be signed by an appropriate official of the Federation. The Federation shall advise the Vice President of Academic Affairs in writing of the

name of the person who is responsible during the term of this Agreement for the content and utilization of Federation bulletin boards.

C. Campus Mail and Telephones

The Federation may make reasonable use of the mail and telephone systems which are internal to the College provided that such use is for official Federation business.

D. Delivery of Semester Roster

On or before the first payroll date of each semester, the College will furnish to the Federation in electronic format a roster of members of the bargaining unit who are assigned to teach that semester. If the data is collected by and available to the College, the roster shall include the following information for each listed adjunct faculty member:

- (a) Name, telephone number, and mailing address.
- (b) Number of credits taught and department.

The Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of a claim that the College's disclosure to the Federation of information under this subparagraph D is improper or otherwise violates rights of an adjunct faculty member to non-disclosure of the information.

ARTICLE XVI

DEDUCTIONS FROM SALARY

A. The College shall deduct from the salary of each full member of the Federation dues which the adjunct faculty member individually and voluntarily authorizes the College to deduct. Dues deduction authorizations shall be in writing and shall continue in force accordance with law until a notice of withdrawal is filed with the College by the adjunct faculty member. The Federation will provide the initial necessary “checkoff authorization” form and the Federation will secure the signatures of its members on the forms and deliver the signed forms to the College Payroll Office.

B. If during the life of this Agreement there shall be a change in the rate of membership dues, the Federation shall furnish to the College written notice sixty (60) days prior to the effective date of the change.

C. The monies deducted under this Article XVI together with a list of adjunct faculty from whose salary dues or a representation fee have been deducted, shall be transmitted to the Treasurer of the Chapter once per month. This monthly dues remittance shall normally occur within ten (10) days after the last pay day of the month. No remittance will be made for pay days in September and February.

D. The only obligation of the College shall be to remit to the Federation the total deductions made under this Article XVI. Upon the College compliance with its remittance obligations under this Article XVI, the Federation shall indemnify, defend and save the College harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the College in reliance upon dues deduction authorizations or agency fee deductions submitted by the Federation to the College.

ARTICLE XVII

CODE OF ETHICS

Promulgations, revision and enforcement of an employee code of ethics are a managerial prerogative. Adjunct faculty shall be subject to disciplinary action up to and including termination for violation of the College Code of Ethics applicable to College employees as of the date of this Agreement.

ARTICLE XVIII

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XIX

NEGOTIATIONS

The Board and the Federation will agree to commence negotiations over a successor agreement in accordance with the rules and regulations of PERC. Any agreement so negotiated will be reduced to writing and signed by the parties. The parties will attempt to schedule such negotiations so as not to interfere with the employment responsibilities of the negotiating representatives to the College. Neither the Board nor the Federation shall have or exercise control over the selection of the negotiating representatives of the other party. Any administrators, chairperson or supervisor who evaluates or supervises faculty members in the collective bargaining unit shall not serve as a negotiating representative of the unit governed by this Agreement. The representatives shall have all necessary authority to make proposals and counter-proposals during negotiations, subject to ultimate ratification by the Board and Federation. It is recognized that no final agreement may be executed or become binding without ratification by the Board and the Federation.

ARTICLE XX

AMENDMENT OF AGREEMENT

By mutual consent only, the parties may enter into negotiations during the term of this Agreement for the purpose of amending same. This Agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for ratification by the Board and the Federation.

ARTICLE XXI

FULLY BARGAINED PROVISIONS

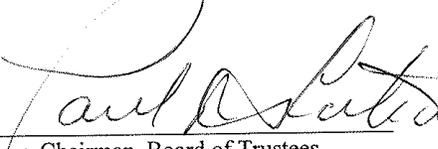
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues for the term of this Agreement. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII
DURATION OF AGREEMENT

This agreement shall be effective from August 30, 2018, and remain in full force and effect through August 30, 2021, or until a successor agreement has been reached.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper Officers on the date first above written:

COUNTY COLLEGE OF MORRIS

By: 
Chairman, Board of Trustees

COUNTY COLLEGE OF MORRIS CHAPTER
OF THE UNITED ADJUNCT FACULTY OF
NEW JERSEY, LOCAL 2222, AFT, AFL-CIO

By: 
CCM Chapter UAFNJ

STATE OF NEW JERSEY
PUBLIC EMPLOYMENT RELATIONS COMMISSION

<u>In the Matter of</u>	>
COUNTY COLLEGE OF MORRIS,	>
Public Employer,	>
-and-	>
	> DOCKET NO. RO-2008-072
NJ STATE FEDERATION OF TEACHERS,	>
Petitioner.	>
	>

STIPULATION OF APPROPRIATE UNIT

The above named organization having filed a Petition for Certification by a check of the employee authorization cards pursuant to N.J.S.A. 34:13A-5.3, the parties stipulate that the appropriate unit for collective negotiations is as follows:

Included: All adjunct faculty who have credit course teaching assignments at County College of Morris in the current semester, Spring 2008, and who have also taught at least one credit course during the Fall 2007 semester or during the previous academic year.

Excluded: Managerial executives, confidential employees, supervisors within the meaning of the Act; public safety, non-professional, craft, casual employees, full-time faculty, non-credit instructors and lecturers, managerial and managerial support employees who also teach adjunct courses, employees in other bargaining units at the college who teach adjunct courses, and all other employees employed by the County College of Morris.

County College of Morris
(Public Employer)

NJ State Federation of Teachers
(Name of Organization)

By/s/Arnold H. Chait, Esq. 6/16/08
(Name and Title) (Date)

By/s/Mel Driban, National Representative 6/17/08
(Name and Title) (Date)
American Federation of Teachers

Recommended:	
/s/Deirdre Hartman	6/18/08
(Commission Agent)	(Date)
/s/Arnold H. Zudick	
(Director of Representation)	
Date Approved	6/18/08
Docket No. RO-2008-072	

EXHIBIT B
COUNTY COLLEGE OF MORRIS
STATEMENT OF GRIEVANCE OR APPEAL
FOR COUNTY COLLEGE OF MORRIS
ADJUNCT FACULTY FEDERATION

TYPE GRIEVANCE: ___CONTRACTUAL ___NON-CONTRACTUAL___STATUTORY-REGULATORY

DATE_____

DATE OF GRIEVANCE_____

STEP I_____

GRIEVANT(S) Please Identify

STEP II_____

Individual_____

Signature

Group_____

Signature

Statement of Grievance

Reference Contract Provision(s)

Number of Witnesses to be called (approx. number) _____

Relief Requested_____

College Response(s)

Step I_____

Step II_____

EXHIBIT C

**ADJUNCT TEACHING LOAD EQUIVALENTS AND
COMPENSATION RATES
2018-2019 Academic Year**

Instructional Activity	Adjunct I	Adjunct II
Lecture/Recitation	\$ 735 per contact hour	\$ 825 per contact hour
Lab	\$ 495 per contact hour	\$ 553 per contact hour
Learning Center	\$ 495 per contact hour	\$ 553 per contact hour
Clinical Nursing	\$ 57 per clinical contact hour	\$ 63 per clinical contact hour
Respiratory Therapy	\$ 38 per clinical contact hour	\$ 43 per clinical contact hour
Radiography	\$ 53 per clinical contact hour	\$ 58 per clinical contact hour
First online class/hybrid class	\$ 735	\$ 825
Lecture class with enrollment over 40	\$ 1,103 per contact hour	\$ 1,238 per contact hour
Laboratory class with enrollment over 40	\$ 735 per contact hour	\$ 825 per contact hour
ACS 111	\$ 1,103 per contact hour	\$ 1,238 per contact hour
ENG 007	\$ 1,103 per contact hour	\$ 1,238 per contact hour
Private Instruction (Music)	\$ 495 x number of students	\$ 553 x number of students
Coop, Internship	\$ 294 x number of students	\$ 330 x number of students
Class with enrollment 7 or less/ Independent Study	\$ 294 x number of students - rate not to exceed \$735 per contact hour	\$ 330 x number of students - rate not to exceed \$825 per contact hour

EXHIBIT C

**ADJUNCT TEACHING LOAD EQUIVALENTS AND
COMPENSATION RATES
2019-2020 Academic Year**

Instructional Activity	Adjunct I	Adjunct II
Lecture/Recitation	\$ 755 per contact hour	\$ 845 per contact hour
Lab	\$ 508 per contact hour	\$ 566 per contact hour
Learning Center	\$ 508 per contact hour	\$ 566 per contact hour
Clinical Nursing	\$ 59 per clinical contact hour	\$ 65 per clinical contact hour
Respiratory Therapy	\$ 39 per clinical contact hour	\$ 44 per clinical contact hour
Radiography	\$ 54 per clinical contact hour	\$ 59 per clinical contact hour
First online class/hybrid class	\$ 755	\$ 845
Lecture class with enrollment over 40	\$ 1,133 per contact hour	\$ 1,268 per contact hour
Laboratory class with enrollment over 40	\$ 755 per contact hour	\$ 845 per contact hour
ACS 111	\$ 1,133 per contact hour	\$ 1,268 per contact hour
ENG 007	\$ 1,133 per contact hour	\$ 1,268 per contact hour
Private Instruction (Music)	\$ 508 x number of students	\$ 566 x number of students
Coop, Internship	\$ 302 x number of students	\$ 338 x number of students
Class with enrollment 7 or less/ Independent Study	\$ 302 x number of students - rate not to exceed \$755 per contact hour	\$ 338 x number of students - rate not to exceed \$845 per contact hour

EXHIBIT C
ADJUNCT TEACHING LOAD EQUIVALENTS AND
COMPENSATION RATES
2020-2021 Academic Year

Instructional Activity	Adjunct I	Adjunct II
Lecture/Recitation	\$ 775 per contact hour	\$ 865 per contact hour
Lab	\$ 521 per contact hour	\$ 580 per contact hour
Learning Center	\$ 521 per contact hour	\$ 580 per contact hour
Clinical Nursing	\$ 61 per clinical contact hour	\$ 67 per clinical contact hour
Respiratory Therapy	\$ 40 per clinical contact hour	\$ 45 per clinical contact hour
Radiography	\$ 55 per clinical contact hour	\$ 60 per clinical contact hour
First online class/hybrid class	\$ 775	\$ 865
Lecture class with enrollment over 40	\$ 1,163 per contact hour	\$ 1,298 per contact hour
Laboratory class with enrollment over 40	\$ 775 per contact hour	\$ 865 per contact hour
ACS 111	\$ 1,163 per contact hour	\$ 1,298 per contact hour
ENG 007	\$ 1,163 per contact hour	\$ 1,298 per contact hour
Private Instruction (Music)	\$ 521 x number of students	\$ 580 x number of students
Coop, Internship	\$ 310 x number of students	\$ 346 x number of students
Class with enrollment 7 or less/ Independent Study	\$ 310 x number of students - rate not to exceed \$775 per contact hour	\$ 346 x number of students - rate not to exceed \$865 per contact hour

EXHIBIT D

Letter of Intent

The College and the Federation have agreed, pursuant to Article XX, to re-open negotiations on the subject of the potential implementation of a new position, Adjunct III, upon request by the Federation to open such negotiations during the life of this agreement.