

AGREEMENT BETWEEN  
BROOKDALE COMMUNITY COLLEGE

AND THE

BROOKDALE COMMUNITY COLLEGE CHAPTER OF THE  
UNITED ADJUNCT FACULTY OF NEW JERSEY

JULY 1, 2019 – JUNE 30, 2025

Brookdale Community College  
765 Newman Springs Road, Lincroft, NJ 07738-1543

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PREAMBLE:

This Agreement effective the 1st day of July 1, 2019 is made by and between the Board of Trustees of Brookdale Community College, Lincroft, New Jersey, hereinafter referred to as the "College" and the Brookdale Community College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers, AFL-CIO, hereinafter called "the Union."

**Article 1 – Recognition**

A. Included in the bargaining unit are all adjunct faculty members who have accepted teaching assignments for credit courses at Brookdale Community College.

B. Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the New Jersey Public Employment Relations Act ("the Act"), all non-exempt full time and/or part-time employees, police employees, casual employees, all adjunct faculty who are employed in another capacity by the College, employees represented in other negotiations unit(s), full-time faculty, instructional assistants, non-credit instructors, all administrative personnel, hourly adjunct faculty, and all other full and/or part-time employees of Brookdale Community College.

**Article 2 – Dues Deduction**

A. The College shall deduct dues from the salary of each full member of the Chapter who has voluntarily authorized the College to deduct. Authorization shall be written and shall continue in force in accordance with the law. The Chapter will provide the initial membership/dues deduction authorization form(s) and deliver the signed forms to the Payroll Manager. The Chapter will provide any notice of withdrawal to the Payroll Manager.

B. The Chapter shall provide the Payroll Manager with the rate of membership dues. If during the life of this Agreement, there is a change in the rate of membership dues, the Chapter shall furnish written notice to the College sixty (60) days prior to the effective date of the change.

C. The dues monies, together with the list of all adjunct faculty from whose salary dues monies have been deducted, shall be transmitted to the Chapter Treasurer within ten (10) days of the last payday of the month in which adjunct faculty are paid.

### **Article 3 – Definitions**

A. “College” as used in this Agreement shall refer to Brookdale Community College.

B. “Board” as used in this Agreement shall refer to the Board of Trustees of Brookdale Community College.

C. “Chapter” as used in this Agreement shall refer to the Brookdale Community College Chapter of the United Adjunct Faculty of New Jersey, Local 2222, American Federation of Teachers (AFT), AFT-NJ, AFL-CIO.

D. “Bargaining Unit” as used in this Agreement shall refer to all adjunct teaching faculty employees represented by the Chapter as defined in Article 1, Recognition.

E. “Bargaining Unit Members” as used in this Agreement shall refer to each adjunct faculty employee who is eligible for membership in this Bargaining Unit as defined in Article 1, Recognition.

F. “Semester as used in this Agreement shall refer to the fifteen week Fall and Spring semesters of the academic year.

G. “Term” as used in this Agreement shall refer to a time period of less than fifteen weeks.

## **Article 4 – Classroom Observation and Evaluations**

A. Notice of intent to observe a class shall be given to adjunct faculty members at least seven calendar days in advance. The College retains the right to conduct observations without notice when it has reasonable cause to do so. The Notice will include the criteria for the observation.

B. A written report (evaluation) will be prepared based on the observation. Adjunct faculty members shall have the opportunity to discuss the evaluation with the evaluator and sign the report within ten (10) calendar days. Signing the report indicates that the adjunct faculty member has read it but not that he or she agrees with the contents. If the adjunct member refuses to sign the report, it will be placed in the file with a note regarding refusal to sign.

C. Adjunct faculty members may append comments to the written report and said comments shall be attached to the report and copied to the Department Chair and the Dean.

## **Article 5 – Information Exchange**

A. The Chapter agrees to furnish to a designee named by the College a complete list of officers of the Chapter including titles and contact information and to keep such list current.

B. The College agrees to furnish to the Chapter a register of bargaining unit members who are teaching in any given semester by the end of the sixth (6<sup>th</sup>) week of the semester, if requested. The register shall be provided in electronic form in an Excel file and shall include the following fields:

1. Name
2. Home address
3. Email address
4. Telephone number
5. Number of scheduled credits teaching in current semester
6. Work department, institute and campus
7. Full member status or non-member status for dues purposes

C. The College shall respond to inquiries from the Chapter officers regarding deductions and status of bargaining unit member(s) within ten (10) working days of said request.

## **Article 6 – Bargaining Unit Member Rights**

A. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that bargaining unit members shall have the right to freely organize, join and support the Chapter and its negotiations and other legal concerted activities. The College undertakes and agrees that it shall not discourage, deprive or coerce negotiations unit members in the enjoyment of any rights conferred by the New Jersey Public Employer-Employee Relations Act, that it shall not discriminate against any members with respect to wage, hours, or any term or condition of employment by reason of the employee’s membership in the Chapter and its affiliates, collective negotiations with the College or any grievance, complaints or proceedings under this Agreement with respect to any terms and condition of employment.

B. Bargaining unit members shall not be prevented from wearing pins as identification of membership in the Chapter or affiliates.

C. The College shall comply with the New Jersey Law Against Discrimination (“NJLAD”).

D. Bargaining unit members shall not be disciplined or terminated during their term of assignment without just cause. Discipline shall be applied in a non-discriminatory fashion and shall be determined on a case-by-case basis. Unit members subject to disciplinary action retain the right to utilize the grievance procedure contained in this Agreement.

E. Employment of adjunct faculty is on a semester- by-semester basis. There is no guarantee of re-employment for any subsequent semester.

F. Nothing contained herein shall be construed to deny or restrict any unit member such rights that he or she may have under the New Jersey school laws or other applicable laws or regulations.

G. The College shall provide each bargaining unit member with an email account and a designated area for receipt of mail. Said email account shall be the



authorized method by which the Chapter may communicate with each bargaining unit member.

## **Article 7 – Chapter Rights**

A. The Chapter and its representatives shall have the right to reasonable access to the College premises to conduct official Chapter business including but not limited to membership meetings provided it does not interfere with the educational process or operations of the College.

B. Non-employee adjunct faculty Chapter representatives shall have reasonable access to the College premises to conduct official Chapter business.

C. The College shall provide reasonable bulletin board space for the posting of Chapter related materials on each Campus.

D. The Chapter may use the College internet system and internal mail system for communicating with its unit members.

E. Upon request, the College agrees to furnish to the Chapter the approved minutes of the public Brookdale Community College Board of Trustees meetings.

## **Article 8 – Board Rights**

A. The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States.

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

C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board or its agents to deal with governmental agencies and professional organizations, provided however, that this dealing shall not repeal, rescind or be otherwise inconsistent with the terms and conditions of this Agreement.

## Article 9 – Wages

A. The College will pay all bargaining unit members employed in any semester/term covered by this Agreement the following:

<u>ACADEMIC YEAR</u>	<u>WAGE PER CREDIT HOUR*</u>
2019-2020	\$850.00
2020-2021	\$875.00
2021-2022	\$900.00
2022-2023	\$930.00
2023-2024	\$955.00
2024-2025	\$985.00

Pay for the Fall and Spring semesters will start on October 15<sup>th</sup> for the Fall semester and February 28<sup>th</sup> for the Spring semester.

\*Payment is generally by credit hour with exceptions in some disciplines where payment may reflect laboratory hours covered by staff separately from lecture hours.

B. **Retroactive payments** - After the contract is fully ratified, adjuncts who are teaching in the Fall 2022 will receive retroactive pay for the semesters taught from Fall 2019. Even if the adjunct is not assigned to teach in the Fall 2022, retroactive adjustments in pay will be made for the Fall, 2021 and/or the Spring, 2022, for adjuncts who worked in those semesters.

C. **Office hours** – Beginning in the Fall 2022 semester, the College and the Chapter agree that all bargaining unit members appointed to teach in any semester, must have one (1) virtual office hour per week regardless of the number of classes assigned.

Office hours will be paid according to the following hourly rate schedule:

2022 - 2023	46.50
2023 - 2024	47.75
2024 - 2025	49.25

## **Article 10 – Grievance Procedure**

A grievance is a claim by an adjunct faculty member or the Union regarding any violation of the Board of Trustees approved terms and conditions specifically referred to in this Agreement.

Failure to comply within the time limits as specified below will, if failure on the part of the grievant, disallow the grievance, or if failure on the part of the administrators, allow the grievance to proceed to the next step. Notification will be given to the grievant.

### **1. Informal - Step One**

A bargaining unit member with a grievance shall first discuss it with his/her Institute Dean, Director and/or other appropriate supervisor within thirty (30) calendar days from the time the employee knew or should have known of its occurrence with the objective of resolving the matter informally. The Chapter may be involved at the informal level but must be involved in all formal steps.

### **2. Formal - Step Two – Vice President’s Level**

If the aggrieved person is not satisfied with the disposition of the grievance at Step One (the informal stage), he/she may file the grievance in writing within ten (10) working days. The written grievance shall be presented to the Vice President\*. The Vice President may set a hearing date within ten (10) working days of receipt of the written grievance. A written response to the grievance will be provided to the grievant within ten (10) working days of the grievance hearing, if one is conducted, or within ten (10) working days of receipt of the grievance in the absence of a hearing.

\*Hereinafter, reference to the “Vice President” shall mean the supervising Vice President unless specifically indicated as Vice President, Academic Affairs or Vice President, Student Affairs, or Associate Vice President, Educational Access and Innovation.

### **3. Formal - Step Three - President's Level**

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two (Vice President’s level), or if no decision has been rendered within ten (10) working days after the grievance was delivered or the hearing was conducted, he/she may, within ten (10) working days request in writing that the grievance be advanced to Step Three, the President's level. The hearing date may be set within ten (10) working days of receipt of the grievance and, if scheduled, will be heard by

the President or his/her designee (not the Step 2 hearing officer). Disposition of the grievance shall be made in writing within ten (10) working days of the hearing, if one is conducted, or within ten (10) working days of receipt of the grievance in the absence of a hearing.

#### 4. Arbitration

A. If the aggrieved person is not satisfied with the disposition of his/her grievance by the President and the grievance is based upon a violation of the contract between the Board of Trustees and the Union, he/she may request in writing within 10 working days of the Step 3 disposition that the Union submit its grievance to arbitration. If the Union determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of a request by the aggrieved person.

B. The Union shall request a list of arbitrators from the Public Employment Relations Commission (P.E.R.C.). The parties shall then be bound by the rules and procedures of P.E.R.C.

C. The arbitrator so selected shall confer with the representatives of the Board and the Union and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to alter, modify, add to or subtract from the provisions of this Agreement nor to make any decision, which requires the commission of an act prohibited by law or violates the terms of this Agreement. The decision of the arbitrator shall be submitted to the President and the Chapter and shall be advisory upon the parties.

D. The decision to re-employ an adjunct beyond the term of an assignment is not subject to grievance or arbitration.

E. The only issues involving discipline which may be submitted to arbitration are those in which a member has been suspended or terminated during a semester in which the bargaining unit member has been actively employed. In any grievance arbitration proceeding regarding termination or suspension, the arbitrator shall be limited to an award of the salary the bargaining unit member would have received in the semester but for the termination or suspension. The arbitrator shall have no authority to award reinstatement or any other relief.

F. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally between the Board and the Union. Any other expenses incurred shall be paid by the party incurring the same.

5. Any aggrieved adjunct faculty member may represent him or herself or be represented by the Union's appointed representative, up to the point of arbitration. However, only the Union may move the grievance to arbitration and only the Union shall provide representation at any such arbitration hearing.

6. All meetings or hearings under this procedure shall not be held in public and shall include only such parties in interest and their designated representatives.

### **Article 11 - Teaching Loads**

A. Bargaining unit members shall be eligible to accept a workload of no more than nine (9) credit hours per fall semester and nine (9) credit hours per spring semester.

B. Work assignments shall be subject to approval by the Institute Dean and subject to established maximums. The calculation of hours worked will be as determined by the College.

C. Bargaining unit members shall not apply for or accept any other non-teaching assignment or college employment without the written pre-approval of the Vice President, Academic Affairs and the Associate Vice President, Human Resources & Organizational Safety.

D. Certification, as defined by the College, is required to teach online. Online teaching assignments are subject to availability and qualifications.

### **Article 12 - Teaching Materials and Training**

A. Adjunct faculty members may propose textbooks, teaching materials, or educational software systems (i.e., third party educational software support systems) for consideration for classroom use, consistent with established practices and departmental procedures. In all cases, the Department Chair and Dean must approve the textbooks, teaching materials, or educational software systems.

B. Approved textbooks, teaching materials, or educational software systems will be provided by the Department. The Department will notify adjunct faculty members of changes to textbooks, teaching materials, educational software systems, or syllabi at least one month prior to the commencement of a course, whenever possible. The Department will provide the aforesaid textbooks, teaching materials, and access to educational software systems in a timely fashion to allow the adjunct faculty member adequate time to prepare for teaching the course. The Department will also provide, in a timely fashion, training in the use of new required educational software systems.

B. As a condition of employment, all adjunct faculty members must complete required training, including training to use the learning management system (LMS), which is required for posting syllabi and course activity grades.

C. Adjuncts are required to post final grades on Web Advisor within five (5) calendar days following the last day of the term.

### **Article 13 – Severability and Savings**

In the event any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement shall not be affected thereby but shall continue in full force and effect.

### **Article 14 – Fully Bargained Agreement**

This Agreement constitutes the fully bargained provisions of all subjects negotiated or that could have been negotiated between the parties. The Employer and Union for the term of this Agreement voluntarily and unqualifiedly waive the right to negotiate collectively, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered by this Agreement.

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