

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNION COUNTY COLLEGE  
AND THE  
UNION COUNTY COLLEGE CHAPTER OF THE AAUP  
November 19, 2018**

Union County College and the Union County College Chapter of the AAUP tentatively agree to the following items for inclusion in the successor collective negotiations agreement:

**ARTICLE XIII – PROFESSIONAL EVALUATION**

**SECTION A -- ADD NEW PARAGRAPHS:**

5. Effective September 1, 2018, all full-time faculty members who hold a doctorate degree will be assigned a minimum rank of Assistant Professor. Faculty members promoted as a result of this provision shall be entitled to any salary increases, including but not limited to promotional and doctoral increases, resulting from any related reclassification.

6. A Faculty member who has served in the rank of Associate Professor for fifteen (15) years shall be eligible for promotion to the rank of Professor without the attainment of a second Master's degree.

**ARTICLE XXIII – OUTSIDE EMPLOYMENT**

**Add the following to Paragraph C (additions underlined and bold):** Any faculty member planning to engage in employment outside the College on a regular or continuing basis shall notify the President, in writing of such activity, indicating employer (or self-employment), specific days and hours of the assignment and overall duration, and receive pre-approval from the President before engaging in such outside employment. S/he shall also affirm that such employment does not interfere with his/her faculty responsibilities or with the applicable rules and regulations of the Commission on Higher Education. **Faculty members are required to seek approval each and every semester in which the faculty member plans to engage in outside employment, irrespective of whether the employment is identical to previously approved outside employment.** Approval shall be granted unless the President reasonably determines that the outside employment interferes with the faculty member's responsibilities or violates the applicable rules and regulations of the Commission on Higher Education. The President will respond to the faculty member in writing within two (2) weeks, either granting or denying approval, and setting forth reasons for any denial.

Union County College Chapter of the AAUP

By:  \_\_\_\_\_

Dated: 11/19/18

Union County College

By:  \_\_\_\_\_

Dated: 11/19/2018

**MEMORANDUM OF AGREEMENT  
BETWEEN  
UNION COUNTY COLLEGE  
AND THE  
UNION COUNTY COLLEGE CHAPTER OF THE AAUP  
January 24, 2019**

Union County College and the Union County College Chapter of the AAUP tentatively agree to modify Articles IX.A.1.a, XX.D.7, XXVIII.A.1, XXVIII.E, and XXIX.A.6.a as follows (additions underlined):

**Article IX.A.1.a:** A non-unit member may not teach a course in a department where a faculty member in that department is qualified to teach that course, and is willing to teach that course, unless the College assigns the course to a non-faculty member who is better qualified. The assignment of courses for credit, developmental courses and/or laboratories to persons other than full time members of the instructional staff shall be considered tentative, pending the cancellation of courses, or the final assignment or reassignment of courses to full time members.

**Article XX.D.7:** No non-faculty person may be appointed if a qualified faculty member is able and willing to assume the position, unless the College assigns a non-faculty member who is better qualified for the position. If a non-faculty person is appointed under this provision, the Vice President for Academic Affairs will state the reasons to the appropriate Dean and the Chapter President in writing.

**Article XXVIII.A.1:** Full-time members of the instructional staff shall be given the right of first refusal in the assignment of summer session courses offered for credit, developmental courses and/or laboratories if they are otherwise qualified to teach these courses pursuant to the selection procedure in Section E of this Article, unless the College assigns the course to a non-faculty member who is better qualified.

**Article XXVIII.E:** Selection of faculty for summer session assignments shall be as follows: Faculty shall be selected on the basis of seniority as defined in Article XXX, (Reduction in Force), except that full-time faculty members who desire to teach summer session sections, but were not assigned for either summer session I or II, shall have first priority in the summer session of the following year. Nothing in this provision shall prevent the College from assigning non-faculty members to summer session courses if the non-faculty member is better qualified.

**Article XXVIII. (NEW SECTION):** Full-time members of the instructional staff shall be given the right of first refusal in the assignment of winter session courses offered for credit, developmental courses and/or laboratories if they are otherwise

qualified to teach these courses pursuant to the selection procedure in Section E of this Article, unless the College assigns the course to a non-faculty member who is better qualified.

Article XXIX.A.6.a: A faculty member who requests it will be assigned up to two overload courses in one semester provided every faculty member in his or her division who has requested overload assignments and who is qualified to teach the course in question has been assigned at least three (3) overload hours. Nothing in this section shall prevent the College from assigning non-faculty members to overload courses if the non-faculty member is better qualified.


The AAUP agrees to hold in abeyance and thereafter withdraw, with prejudice, the two (2) pending grievance arbitrations docketed as AR-2017-357 and AR-2017-488 and/or any other pending grievance arbitration(s) regarding application of the above referenced clauses upon ratification of a successor collective negotiations agreement between Union County College and the Union County College Chapter of the AAUP. The College agrees to pay retired Professor Jay Siegel a total of two-thousand dollars (\$2,000), less applicable withholdings, upon ratification of a successor collective negotiations agreement between Union County College and the Union County College Chapter of the AAUP.

**Union County College Chapter of the AAUP**

**Union County College**

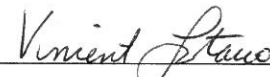
By: \_\_\_\_\_

Dated: \_\_\_\_\_

  
1/24/19

By: \_\_\_\_\_

Dated: \_\_\_\_\_

  
1/24/2019

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**UNION COUNTY COLLEGE**  
**AND**  
**THE UNION COUNTY COLLEGE CHAPTER OF THE**  
**AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS**

Union County College ("College") and the Union County College Chapter of the American Association of University Professors ("AAUP") agree to the following concerning the hiring and/or retention of Academic Specialists, and other terms and conditions of employment for the Academic Specialists, during the pendency and ultimate outcome of Union County College and Union County College Chapter of the American Association of University Professors, PERC Docket No. CU-2018-011 and any related appeals in connection therewith:

1. The College will utilize the attached annual employment contract for current and/or future Academic Specialists indicating that during his/her appointment, the College will only dismiss an Academic Specialist for cause providing thirty (30) days written notice of same (Employment Agreement attached hereto as Exhibit A); and
2. All Academic Specialists will be given initial appointments from their date of hire through the following June 30<sup>th</sup>. All subsequent appointments will be annual appointments from July 1<sup>st</sup> through the following June 30<sup>th</sup>; and
3. Starting annual salaries for Academic Specialists will be between \$65,000 and \$90,000. Annual salaries can be raised but shall not be reduced; and
4. Article IV of the Collective Negotiations Agreement between the College and the AAUP shall apply to the Academic Specialists; and
5. The College will maintain the current status quo of all negotiable terms and conditions of employment of all current and future Academic Specialists, except to the extent otherwise provided herein, subject to the ultimate outcome of Union County College and Union County College Chapter of the American Association of University Professors, PERC Docket No. CU-2018-011 and any related appeals in connection therewith, unless such terms and conditions of employment are modified by a future written agreement between the parties and/or any future ratified Collective Negotiations Agreement between the College and the AAUP that addresses the terms and conditions of employment of the position of Academic Specialist; and
6. In the event that the College seeks to dismiss an Academic Specialist for cause during the term of his/her annual appointment, the affected Academic Specialist has the right to consult with and be represented by an AAUP representative during any disciplinary hearing. If an Academic Specialist is dismissed for cause during the term of their appointment he/she shall also have the right to utilize the Grievance procedure contained in Article XXXIV of the current

Collective Negotiations Agreement between the College and the AAUP. In such cases, if the AAUP is not satisfied with the outcome of the grievance procedure it shall have the right to pursue the matter to binding arbitration; and

7. The AAUP's Unfair Practice Charge, PERC Docket No. CO-2019-210, and Order to Show Cause, PERC Docket No. CO-2019-210, are hereby withdrawn without prejudice as a result of this Memorandum of Understanding; and

8. This Memorandum of Understanding shall in no way effect the College's managerial right to give notice of non-renewal to an Academic Specialist prior to the conclusion of his/her annual appointment and/or to otherwise determine not to reappoint an Academic Specialist for a subsequent annual term; and

9. This Memorandum of Understanding and any ratified collective negotiations agreement that relate to the terms and conditions of employment of the position of Academic Specialist shall become inoperative and null and void should there be a final determination by either the Public Employment Relations Commission, which is not appealed, and/or a court of competent jurisdiction, which is not appealed, that determines that Academic Specialists are not appropriate for inclusion in the bargaining unit subject to the Collective Negotiations Agreement between the College and the AAUP.

**UNION COUNTY COLLEGE**

**UNION COUNTY COLLEGE CHAPTER  
OF THE AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS**

*Vinit Setau*  
\_\_\_\_\_  
Dated: 3/1/2019

*2/28/19*  
\_\_\_\_\_  
Dated:

**EXHIBIT A**

\_\_\_\_\_, 2019

Dear:

I am pleased to inform you of your appointment to the position of Academic Specialist, \_\_\_\_\_ which is set to begin on \_\_\_\_\_ and will extend through June 30, 2019, subject to approval and annual renewal thereafter by the Board of Trustees. Your salary is \$ \_\_\_\_\_ prorated from an annual base of \$ \_\_\_\_\_.

This position requires completion of an I-9 form, successful completion of a background check and drug screening, and receipt of your official sealed transcript. Your official sealed transcript must be sent from the institution where you earned your highest academic degree within two (2) weeks of hire. The College reserves the right to end this employment agreement without any notice should the results of the background check show an undisclosed criminal conviction, your drug screening is positive for illegal drug use, or transcript is not received, or reveals any material misrepresentation. Beginning two (2) months from your date of hire, you will be eligible to participate in the College's generous benefit programs, which are detailed in our benefits summary attached.

Your contract is subject to Board of Trustee policies, rules and regulations of the College, the employee handbook, except to the extent otherwise provided in a Memorandum of Understanding between the College and the Union County College Chapter of the American Association of University Professors ("AAUP"), and the statutes and regulations of the State of New Jersey.<sup>1</sup> During the term set forth above, Union County College can terminate this employment contract with cause upon 30-day's written notification of termination. You have the right to terminate this contract with 30-day's written notification to the College.

As an employee of Union County College you are agreeing to achieve the goals and objectives of your position in an effective manner. We are confident that you will advance the College's commitment to treating students with respect and to fostering their maximum personal and academic development.

If you have any questions concerning this contract letter, please call me at 908-709-7498.

We welcome you to the College and we look forward with the hope that it will be a challenging and rewarding experience for you and for the College.

Please sign the original employment contract and return it to the Human Resources Department. The copy is provided to you for your records.

Sincerely,

Anne Suriano  
HR Generalist  
Recruitment and Talent Acquisition

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<sup>1</sup> You are currently part of a negotiations unit represented by the AAUP pursuant to a decision of New Jersey's Public Employment Relations Commission (PERC Docket No. CU-2018-011). This decision is currently under review/appeal. A copy of the Memorandum of Understanding is attached hereto.



## EMPLOYEE BENEFITS OVERVIEW

The college offers a competitive benefits package that allows our employees to choose the features that best fit their individual and family needs. In addition to generous vacation and paid holidays, benefit options include health insurance, retirement plans, life insurance, dental, vision, disability, FSA and supplemental 403(B) and 457 saving plan options.

- **Medical Benefits** - Participation in the State of NJ health benefits program. Employees have twenty medical plans available to choose from including PPO, HMO and HD Plans. Employee premium cost is based on the plan selected, monthly premium, and annual salary.
- **Pension Plan** - Participation in the State of NJ ABP or PERS pension plan. Plan eligibility is based on the position. ABP is a defined contribution plan that requires a 5% employee contribution with an 8% employer match. The employee is vested after one year of participation. Employees have the option of choosing their investment carrier from a list of seven participating financial institutions. PERS is a defined benefit plan that provides a monthly retirement benefit based on years of participation, age, and an average final salary. The employee is vested after ten years of participation.
- **Dental Benefits** – Two dental plan options to choose from a PPO and DMO. The PPO allows you to select a dentist of your choice and the DMO allows you to select from a list of participating dentists. Employee premium cost is based on position and union affiliation, if applicable.
- **Vision Plan** - Eye care is a vital component of a healthy lifestyle. Vision benefits can provide significant out-of-pocket savings on eye care and eyewear through participating network locations and retail centers. Employee premium cost is based on level of coverage.
- **Flexible Spending Account (FSA)** - Unreimbursed Medical and Dependent Care FSAs allow employees to have pre-tax dollars deducted from their salary to pay for eligible out-of-pocket medical, dental and dependent care expenses.
- **Supplemental Retirement Saving Plans** – Employees have the option of participating in 403(B) and 457(B) plans from a list of participating financial institutions. Plan participation provides you the ability to save with pre-tax dollars which means your contributions and any investment earnings can be tax deferred until withdrawn.
- **Group Life Insurance** – Group life insurance benefits of at least three times your annual salary based on pension membership.

- **Short Term Disability** – Employer paid temporary disability of up to twenty-six weeks. Maximum weekly benefit is based on union affiliation, if applicable.
- **Generous Vacation** - Vacation days based on a monthly accrual system and union affiliation.
- **Ten paid holidays** - Plus three floating holidays that are designated at the discretion of the College (used to extend college wide time off between Christmas and New Year).
- **Ten-week summer work schedule** – compressed work week (Monday-Thursday) which allows the College to close on Fridays (at the discretion of the College)
- **Gym privileges** - for employee, spouse and eligible dependent children.
- **Tuition Remission** - for employee, spouse and eligible dependent children for credit and non-credit courses at Union County College.
- **Tuition Reimbursement** –for an approved degree program at an accredited college or university. Reimbursement provisions are based on position and union affiliation, if applicable.