

**MEMORANDUM OF AGREEMENT
BETWEEN
UNION COLLEGE OF UNION COUNTY
AND ASSOCIATION OF AMERICAN UNIVERSITY
PROFESSORS – UNION COLLEGE CHAPTER**

September 21, 2023

The following represent the agreed to terms for a successor collective negotiations agreement subject to ratification by the parties:

The Memorandum of Agreement dated March 1, 2019 addressing the terms and conditions of employment for Academic Specialists shall remain in full force and effect except as specifically modified by the applicable terms contain in this Memorandum of Agreement.

Salary (Applicable to Faculty Only)

Year 1	\$5000 across-the-board increase to base, and thereafter 3.5%
Year 2	3.5%
Year 3	3.5%
Year 4	3.5%

All increase applicable to salary minima 3.5% each year.

10% increase to all rates references In Article XXI.E, F & G, effective 9/1/23.

All increases retroactive to September 1, 2021; provided that the employee is still on payroll at time of ratification. For those employees who retired in good-standing prior to ratification, they will receive the annual percentage increase, but not the \$5,000.00 add to base salary.

Only for Faculty members promoted in September 2021, September 2022, and September 2023: If after calculating their raises under this Memorandum of Agreement, their salary in the year of their promotion is less than \$5000 above the new minimum for their new rank, their salary will be adjusted so that it is \$5000 above the new minimum for their new rank. In such cases, however, the amount of

any such adjustment will be not be applied in calculating the amount of retroactive pay due for the period prior to the promotion.

Salary (Applicable to Academic Specialists Only)

Year 1	3.5%
Year 2	3.5%
Year 3	3.5% and \$3500 across-the-board increase to base.
Year 4	3.5%

Minimum salaries for Academic Specialists will be raised to \$75,000 effective July 1, 2023. Annual salaries can be raised but shall not be reduced.

All increases retroactive to July 1, 2021; provided that the employee is still on payroll at time of ratification. Employees hired after July 1st in any calendar year will have raises that were effective on July 1st of that year, including but not limited to the \$3500 across-the-board increase to base effective July 1, 2023, applied to their salaries effective on their date of hire.

10% increase to all rates references in Article XXI.E, F & G, effective 9/1/23.

4-Day Schedule (Applicable to Faculty and Academic Specialists)

All faculty members will be assigned work schedules which require them to be present on any of the college’s campuses on up to four (4) days during each Monday to Friday workweek during each semester. A work schedule with less than four (4) days per week on campus requires the approval of the VPAA. This 4-day work schedule will be implemented Spring Semester, 2024, but if a faculty member has a 4-day schedule for Fall 2023, they shall be permitted to work the 4-day schedule.

Academic Specialist: Terms of Appointment (Applicable to Academic Specialists Only and subject to March 1, 2019 Memorandum of Agreement)

- Academic Specialists would receive 1-year renewable appointments for their five (5) years of appointment.

- If reappointed after five (5) full years, they will receive a 2-year appointment in accordance with applicable law.
- During the term of any appointment they can only be terminated on the basis of just cause. Acceptable.
- They will be assigned regular hourly schedules – generally 8:30 am to 4:30 pm, Monday to Friday and afforded the opportunity to teach one (1) overload course outside of their regularly assigned hours. If assigned to a work schedule that differs from 8:30 am to 4:30 pm, Monday to Friday, the Academic Specialist will be advised in writing of their specific work schedule.

Class Size (Applicable to Faculty and Academic Specialists)

- All current class sizes remain as written in the current collective negotiations agreement, except as follows:
- Article XXIX.A.5.a.:

(3) thirty (30) in all other classes including Hyflex classes. Classes currently below thirty (30) will remain at their current levels.

(6) Eliminate and re-number remaining provisions.

Nursing Program Issues (Applicable to Faculty Nurses Only)

- **Salary Differential**

- All minima pro-rated by 22% to reflect additional two months of work.

- **Scheduling**

- If necessary, the College may schedule the final 10-week summer session in the LPN program to end during the first week of August.
- In no event will LPN Faculty be required to perform any work except to ensure all grading is complete after the final day of the 10-week Summer 1 session.

- For each workday in August before an LPN Faculty Member's duties are completed for the summer session they will receive a *per diem* payment of \$150 for each 3-credits assigned for that session (e.g., if the Faculty Member is scheduled to teach 9 credits during the summer session their *per diem* will be \$450/day).
- LPN Faculty, in accordance with prior practice, will not be required to perform any work during the Winter Break.
- The parties will resolve any ambiguity that may be created by the fact that while Article XXI.I of the Agreement states that:

“The Licensed Practical Nursing faculty contract will be in effect for an eleven-month period, from September 1 to July 31”

Article I.P states that:

“[F]aculty teaching in the Licensed Practical Nursing Program may be required to teach during the summer months. For such teaching the faculty in the Licensed Practical Nursing Program shall be compensated at the rate specified in Article XXI (Compensation), I. This summer obligation shall not extend their total academic year teaching obligation beyond a total of forty-four (44) weeks and shall not extend beyond August 31.”

- This will fully resolve the grievance filed by the Chapter on 9/16/21, which is currently in abeyance.

Transmission Sites (Applicable to Faculty Only)

- The Chapter will agree to the elimination of Article XXIX.A.4.b.1-3.
- Article XXIX.A.4.b(4) shall be modified as follows:

The recording and/or transmission of any lecture, recitation, laboratory, tutorial or other instructional activity shall be agreed to by the appropriate faculty member(s) and the Vice President of Academic Affairs before such activity takes place. In addition, the terms of compensation for the College's use of **any such recording** shall be agreed to in advance.

- All classroom used for Hyflex instruction will be equipped with appropriate technology.

Miscellaneous Items (Applicable to Faculty Only)

- The parties will discuss whether mutual agreement is possible on adjusting applicable deadlines specified in Article XIII.E and XXVI.B.
- The parties will discuss the creating of a Hyflex Task Force Committee.

Union College of Union County, NJ

Union County College Chapter of the
American Association of University
Professors AAUP/AFT

Vinit Jataw

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Dated: 9/21/2023

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