

830



Agreement
between
Raritan Valley Community College
Board of Trustees
and
Raritan Valley Community College
Adjunct Faculty Federation

DEC 6 1995 For the period
July 1, 1993
through
June 30, 1997

SMITH LIBRARY

Fig. 100-100000-100000
New Brunswick, N.J. 08901

PREAMBLE

This Agreement is hereby entered into between the Raritan Valley Community College Faculty Federation, Local 2375, NJSFT, AFT, AFL-CIO, hereinafter referred to as the "Federation" and the Board of Trustees of Raritan Valley Community College, hereinafter referred to as the "Board" for the period beginning July 1, 1993 and ending June 30, 1997.

ARTICLE I - RECOGNITION

The Board hereby recognizes the Raritan Valley Community College Faculty Federation, Local 2375, NJSFT, AFT, AFL-CIO, as the exclusive representative for collective negotiations for all adjunct faculty employees of Raritan Valley Community College who have commenced employment for at least their second semester during a given academic year, and who express a willingness to be rehired to teach at least one semester during the next succeeding academic year, but excluding: managerial executives, confidential employees, police employees, firefighters, craft employees, full-time employees, community education instructors, and all other employees.

ARTICLE II - GRIEVANCE PROCEDURE

In the adjustment of complaints and grievances, the Federation shall be represented by a Grievance Committee selected and designated by the Federation. Matters involving violations of this Agreement shall be taken up as follows: (note - definition of a "grievant" is the adjunct faculty member or adjunct faculty members or the Federation making a grievance or claim.)

FIRST STEP - The grievant will first discuss the grievance with the Dean of Instruction within ten (10) working days from the time the grievant had knowledge of such facts as would constitute a violation of this Agreement. At such meeting, the grievant shall be entitled to have present a representative of the Federation. If the grievant and Dean of Instruction do not reach an agreement, the matter shall be reduced to writing within five (5) working days by the grievant in a letter to the Vice President of Administrative and Financial Affairs setting forth the full nature of the claim, the complete factual basis upon which it is based, and the demand for relief. One copy shall be sent to the Grievance Committee, one to the Vice President for Academic and

Student Affairs, one to the Dean of Instruction, and one to the Director of Personnel.

SECOND STEP - Within twenty (20) working days after receipt of the letter, the Vice President of Administrative and Financial Affairs or his representative shall render a written decision either approving the grievance and granting the relief requested or rejecting the grievance and setting forth the reasons for the rejection.

THIRD STEP - The Grievance Committee (or the grievant) within twenty (20) working days of the Vice President's decision will notify the Vice President in writing that he/she requests binding arbitration to resolve the grievance as it had been stated in Step I. The procedure after the receipt of the request for binding arbitration will be as follows:

- A. The parties shall attempt to choose an arbitrator. In the event that the parties are unable to agree on a mutually acceptable arbitrator within five (5) working days of the institution of the Third Step, the Public Employment Relations Commission shall then be requested to submit panels from which the arbitrator shall be selected.
- B. The College and the grievant shall bear the expense of their own legal and special representatives; the expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the grievant.
- C. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission.
- D. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.
- E. The award of the arbitrator shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission.
- F. The award of the arbitrator shall be implemented within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.
- G. Both parties agree that at least one week prior to any arbitration, each side will furnish to the other, a list of all witnesses, copies of

all writings, documents and correspondence which may or will be presented at the arbitration hearing.

ARTICLE III - FEDERATION RIGHTS

- A. Duly authorized representative of the Federation shall be permitted to transact official Federation business and conduct meetings on College property at reasonable times so long as such activities do not interfere with the professional responsibilities of such employees.
- B. The Federation shall have the right to post notices on faculty bulletin boards. The Federation may use faculty mail boxes for communications to its members and also use College mail services, exclusive of the postage meter.
- C. The Federation may use College facilities, supplies and equipment such as, but not limited to, typewriters, mimeographing machines, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when the equipment is not otherwise in use. Payment shall be made periodically according to normal College procedures for the aforementioned supplies at College cost prices. The Federation shall be liable for damage or loss of equipment used for such purposes, normal wear and tear excepted.
- D. The Board agrees to furnish the following information to the Federation, generally no later than the eighth (8th) week of each semester:

A roster of the adjunct faculty teaching that semester, including names, addresses, rates, bargaining unit status, and, if available, departments.

ARTICLE IV - DEDUCTION FROM SALARY

- A. The Board will deduct from the pay of each member of the bargaining unit from whom it receives a written authorization, the required amount of monthly dues and will submit such dues monthly to the Treasurer of the Federation.
- B. The Union will provide the necessary checkoff authorization forms and deliver the signed forms to the Board or its designee. The Union shall indemnify, defend and save the Board 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 Board in reliance upon salary deduction authorization cards submitted by the Union to the Board.

ARTICLE V - PERFORMANCE REVIEW

- A. Observations of adjunct faculty will be conducted periodically at the discretion of the Dean of Instruction. Advance notice shall be provided to the faculty member. If a report is prepared of the results of the observation, a copy will be furnished to the adjunct faculty member, who shall have the right to submit a written response to the Dean of Instruction within two weeks of receipt of the report.
- B. Student evaluations of adjunct faculty members will be utilized at the discretion of the Dean of Instruction. The adjunct faculty member will receive a copy of the report, and shall have the right to comment in writing to the Dean of Instruction within two weeks of receipt of the report.

ARTICLE VI - PERSONNEL FILES

- A. There will be a personnel file for each adjunct faculty member. The location of such file shall be specified in the adjunct faculty handbook. Copies of observation reports and student evaluations done under the provisions of Article V and the written responses and comments submitted by the adjunct faculty member to the Dean of Instruction shall be included in the personnel file.
- B. An adjunct faculty member shall have the right to inspect his/her personnel file.
- C. An adjunct faculty member shall have the right to receive copies of all materials relating to his/her professional performance when placed in the personnel file, with the exception of pre-hiring materials. The adjunct faculty member shall have the right to respond in writing within two weeks of receipt of any such material to which no previous response has been made, and such response will become part of the file.
- D. Adjunct faculty members shall have the right to submit achievements, research, and contributions of an academic and professional nature into their personnel files.

ARTICLE VII - RANKING & PROMOTION

- A. There shall be four (4) adjunct academic ranks in accordance with criteria established by the administration. Criteria used to establish rank will be provided to the Adjunct Faculty Federation. All adjuncts will be placed in the following ranks in accordance with said criteria:

Adjunct Instructor
Adjunct Assistant Professor
Adjunct Associate Professor
Adjunct Professor

- B. An adjunct faculty member who wishes to be considered for promotion may apply within thirty (30) days after Reporting Day in any semester in which he/she is contracted to teach. Such promotion, if granted, shall not be effective until the next semester the adjunct is contracted to teach.

ARTICLE VIII - MAINTENANCE OF BARGAINING UNIT STATUS

An individual who is not employed as an adjunct faculty member by the College for more than two (2) years has suffered a break in service for purposes of bargaining unit status. If the individual is subsequently reemployed by the College as an adjunct faculty member, he/she shall be defined as a new employee for the purpose of determination of bargaining unit status. It is understood that an adjunct not under contract is not covered by any provision of this Agreement.

ARTICLE IX - BENEFITS

- A. If the Administration requires an adjunct faculty member to operate his/her personal motor vehicle in the performance of regular duties, the College shall reimburse the adjunct faculty member at the State rate per mile to cover all motor vehicle expenses, including insurance, paid by the adjunct faculty member. Before using his/her personal vehicle, the adjunct agrees to provide a minimum of five (5) working days advance notification to reserve a College vehicle.
- B. If the College provides a child care facility, adjunct faculty members may use such facility without preference. The cost for use of such

facility will be the full employee rate. The cost for part-time enrollment, if accepted, will be established by college procedures, based on the full employee rate.

- C. The Board shall provide parking facilities for adjunct faculty at no charge.

ARTICLE X - INSURANCE COVERAGE

The Board agrees to maintain liability insurance for all adjunct faculty members.

ARTICLE XI - SALARIES

- A. The salary for adjunct faculty for the duration of this agreement shall be the amounts shown below for each rank:

Rank	Rate/Contact Hour			
	1993-94	1994-95	1995-96	1996-97
Adjunct Instructor	390	415	440	465
Adjunct Assistant Professor	400	425	450	475
Adjunct Associate Professor	410	435	460	485
Adjunct Professor	420	445	470	495

The rates shall be effective with the first summer session beginning after July 1 of each year.

- B. Adjunct faculty members shall be paid two times each semester. An amount equal to one-half (1/2) the amount of the adjunct faculty member's contract shall be paid during the week of mid-terms; the second half to be paid at the end of the semester. In order to receive the final installment, the adjunct faculty member must submit final grade sheets, attendance sheets, a copy of the final exam used in each course, all graded student final exams, a copy of the grade book, course syllabi, and gate card.
- C. An adjunct faculty member supervising student(s) enrolled in independent study shall be compensated at one-fourth (1/4) of the adjunct's contact hour rate per student. The maximum number of students to be assigned to a faculty member will be five (5) per semester.

ARTICLE VII - EMPLOYEE RIGHTS

When any member of the bargaining unit is disciplined or discharged during the term of his/her individual contract, he/she shall be entitled to an appeal before the Dean, or the Vice President for Academic and Student Affairs when the Dean has administered the discipline or discharge. The appeal must be requested within three days that the College is in session; a hearing will be scheduled as soon as possible thereafter. Decisions made under this section shall not be subject to the Grievance Procedure (Article II).

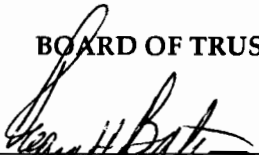
ARTICLE XIII - APPLICATION OF PROVISIONS OF AGREEMENT

If any provision of this Agreement, or any application of this Agreement to any employee, or group of employees, is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XIV - DURATION OF AGREEMENT

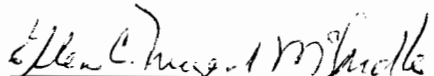
This Agreement shall be effective for the period commencing July 1, 1993, and continuing through June 30, 1997, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 1996, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 1997, the parties hereto shall commence negotiations on a Successor Agreement.

BOARD OF TRUSTEES

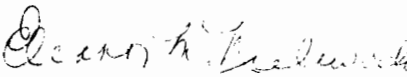


Chairman

FACULTY FEDERATION



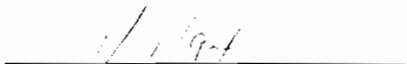
President



Witness



Witness



Date



Date

INDEX

	A	
Agreement		
Application		7
Duration		7
	C	
Child Care Center		5,6
	D	
Dues		3
	E	
Employee Rights		7
Evaluations, Students		4
	F	
Facilities		3
Federation, Rights & Privileges		3
Files		4
	G	
Grievance		1,2
	I	
Independent Study		6
Insurance		5
	M	
Maintenance of Bargaining Unit Status		5
Mileage		5
	O	
Observations		4
	P	
Parking		6
Preamble		1
Promotion		5
	R	
Rank		5
	S	
Salary		6
	U	
Union Recognition		1