

G8003



# Adjunct Contract

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AGREEMENT BETWEEN  
RARITAN VALLEY  
COMMUNITY COLLEGE  
BOARD OF TRUSTEES  
AND  
RARITAN VALLEY  
COMMUNITY COLLEGE  
ADJUNCT FACULTY FEDERATION

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For the period  
July 1, 2005  
through  
June 30, 2008



## 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, 2005 and ending June 30, 2008.

## 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 time employees, Institute for Business and Professional Development 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 interpretation or application of performance of this Agreement shall be taken up as follows: (note - Definition of a "grievant" - a "grievant" is the faculty member or faculty members or the Federation making a grievance or claim.)

FIRST STEP - The grievant will first discuss the grievance with his/her immediate supervisor within ten (10) working days from the time the grievant had knowledge of such facts as would constitute a violation of the Agreement. At such meeting, the grievant shall be entitled to have present a representative of the Federation. If the grievant and supervisor do not reach an agreement, the matter shall be reduced to writing within five (5) working days by the grievant in a letter setting forth:

- A. The full nature of the claim and, the complete factual basis upon which it is based, including the dates upon which incidents are alleged to have occurred. The grievant shall also supply copies of any relevant documents or writings.
- B. A reference to the specific contract provision or provisions which the grievant contends has been violated and a statement of how specifically the actions complained of violated the provision; and
- C. An indication of the specific remedy being sought or the demand for relief.

One copy shall be sent to the Grievance Committee, one to the supervisor, and one to the Director of Human Resources.

SECOND STEP - Within ten (10) working days after the receipt of the letter, the Director of Human Resources or his/her representative shall indicate whether he/she wishes to convene a meeting for a non-adversarial review. If the Director convenes a meeting the parties will cooperate in an attempt to schedule it within five (5) working days. At the meeting the grievant shall present his/her grievance and shall answer to make an informed judgment. The grievant may present witnesses. The grievant shall be entitled to have a representative of the Federation assist them and be present. The Director 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 within ten (10) working days of receiving the letter filing the grievance.

THIRD STEP - The Grievance Committee (or the grievant) within (20) working days of the Director's decision will notify the Director in writing that he/she requests binding arbitration to resolve the grievance as it had been stated in the First Step. 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 Committee.

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. In the event a grievance is filed fifteen (15) days prior to commencement, the grievance shall be filed directly to the Second Step and a response to the grievance shall be made within five (5) working days.

H. Both parties agree that at least one week prior to any arbitration, each side will furnish 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 representatives 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 mailboxes 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 (8) 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 check off 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 Senior Vice President for Academic Affairs. 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 Senior Vice President for Academic Affairs within two weeks of the receipt of the report.

B. Student evaluations of adjunct faculty will be conducted periodically at the discretion of the Senior Vice President for Academic Affairs. The adjunct faculty member will receive a copy of the report, and shall have the right to comment in writing to the Senior Vice President for Academic Affairs within two weeks of receipt of the report.

## ARTICLE VI - PERSONNEL FILE

A. There will be a personnel file for each adjunct faculty member. The location of such file shall be specified in the adjunct 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 Senior Vice President for Academic Affairs 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. Promotion will be based on the number of semesters taught at Raritan Valley Community College. Semesters include summer semesters (in addition to the Fall and Spring semesters). Only one summer semester per year can be counted towards the total. Adjunct Faculty presently teaching at a higher rank than the number of semesters taught at Raritan Valley Community College would otherwise place them shall not have their rank or salary reduced. The Administration has the right to promote an Adjunct Faculty member before their requisite number of semesters taught at Raritan Valley Community College has been reached. Faculty are responsible for applying for promotion and must do so by July 1st to be promoted for the upcoming Fall semester. Forms for promotion can be requested from the Office of the Vice President for Academic Affairs. A minimum of two years must be spent in rank before being promoted to the next rank.

**Adjunct Instructor** . . . . .1 - 8 semesters taught at RVCC

**Adjunct Assistant Professor** . .9 - 18 semesters taught at RVCC

**Adjunct Associate Professor** . .19 -27 semesters taught at RVCC

The above **Adjunct Professor** . . . . .28 or more semesters taught at RVCC

titles relate to

Adjunct Faculty only and in no way correlate to the criteria for hiring or promotions for full-time Faculty.

## 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 re-employed 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 the 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.

On a space available basis, adjunct faculty members are to be granted tuition-free entrance to two (2) courses at Raritan Valley Community College during any semester in which they teach. Courses not taken may not be carried over to the future semesters. Courses may only be taken so long as there is no conflict with the faculty members' assignments as determined by the Senior Vice President for Academic Affairs.

D. Whenever there is a vacancy in the full-time faculty, a notice will be posted in the adjunct office.

E. The College will provide general adjunct office space, telephone access and computer access to adjuncts as determined by the administration.

## ARTICLE X - INSURANCE COVERAGE

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

## ARTICLE XI - SALARIES

A. All adjunct faculty teaching credit courses are paid at a rate per contact hour as follows (based on 4% annual raises). Rates are retroactive to July 1, 2005:

	FY2005-06	FY2006-07	FY2007-08
Adjunct Instructor	\$652	\$678	\$705
Adjunct Assistant Professor	\$667	\$693	\$721
Adjunct Associate Professor	\$680	\$707	\$735
Adjunct Professor	\$697	\$724	\$753

The rates shall be effective with the first summer session beginning after July 1 of each year. These titles relate to this contract only and in no way correlate to the criteria for hiring or promotion for full time faculty.



B. Adjunct faculty members will be paid 4 or 5 times per semester. The first pay will be issued on the first pay date after the beginning of the semester. In order to receive the final pay installment, the adjunct faculty member must submit final grades on-line or in person. 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 must be submitted either by mail or in person within two weeks of the end of semester. Adjunct faculty may be required to submit electronic grade books for each class along with the final grades when such becomes possible.

C. An adjunct faculty member supervising students 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.

D. Adjunct faculty who are assigned projects outside their normal teaching duties that are related to critical success factors of the College will receive hourly payments according to the table below.

	2005-2006	2006-2007	2007-2008
Rate per hour	23	24	25

E. On-Line Courses - The pay for developing an on-line course will be equal to the pay for teaching a 3-contact hour course. The ownership (copyright) of the course and related materials shall reside with the College. RVCC will have the responsibility of registering and defending the copyright of on-line courses. The College has the right to copyright and use the course and materials in perpetuity without further payment to the adjunct.

## ARTICLE XII - EMPLOYEE RIGHTS

A. Whenever an adjunct faculty unit member is required to appear before the Senior Vice President for Academic Affairs or his/her designee concerning an investigatory interview which the adjunct faculty unit member reasonably believes may result in disciplinary action or otherwise adversely affect the continuation of that adjunct faculty unit member in his/her employment for that semester, the adjunct faculty unit member may request and shall be entitled to have a representative of the Federation present to advise him/her and represent him/her during such meeting or interview.

B. 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 of Academic & Student Affairs, or the Senior Vice President for Academic 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).

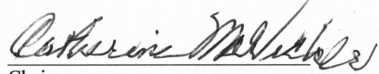
## ARTICLE XIII - APPLICATION OF PROVISIONS OF AGREEMENT

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, 2005, and continuing through June 30, 2008, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 2007, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 2008, the parties hereto shall commence negotiations on a successor Agreement.

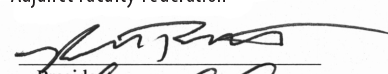
BOARD OF TRUSTEES

  
Chairman

  
Witness

1 Nov 06  
Date

Raritan Valley Community College  
Adjunct Faculty Federation

  
President

  
Witness

12 Oct 06  
Date