



Adjunct Faculty Contract

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

For the period
July 1, 2017
through
June 30, 2019

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, 2017 and ending June 30, 2019.

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 of teaching at RVCC, having already been employed in the current or previous academic year, but excluding managerial time employees, Corporate and Continuing Education instructors, and all other employees.

ARTICLE II - GRIEVANCE PROCEDURE

A. General Provisions

1. In the adjustment of complaints and grievances, the Federation shall be represented by a Grievance Committee selected and designated by the Federation.
2. Matters involving the alleged violation, interpretation, application or performance of this Agreement shall be resolved through the procedure below.
3. For purpose of this article, the term "grievant" refers to the Adjunct faculty member(s) on behalf of whom a grievance is filed.
4. Time limits contained in this Article may be extended by mutual agreement. Requests to extend time will not be unreasonably denied.

B. First Step

1. The grievant will first discuss the grievance with his/her immediate supervisor within ten (10) working days from the time the grievant knew or should have knowledge of such facts as would constitute a violation of this agreement.
2. The Federation will be notified of all First Step meetings. At such meetings, the grievant shall be entitled to be represented by the Federation.
3. If the grievance is not resolved at the First Step, the Federation or the grievant may appeal to the Second Step.

C. Second Step

1. An appeal to the Second Step may be filed with the Vice President of Human Resources by the Federation or the grievant within twenty (20) days from the date the grievant knew or should have known of the contract violation.
2. The appeal to the Second Step will be in writing and will set forth the provision of the contract alleged to have been violated, the factual basis for the alleged violations, including the dates upon which the violations occurred. The appeal will also state the relief sought. Copies of relevant documents will be provided along with the appeal.
3. One copy of the appeal will be sent to the supervisor. If the grievant filed the appeal, a copy will be sent to the Grievance Committee of the Federation.
4. Within ten (10) working days after the receipt of the appeal, the Vice President or his/her representative shall convene a meeting to review the grievance. The Federation, the grievant, and the College will cooperate in an attempt to schedule a meeting within fifteen (15) working days from receipt of the Second Step appeal.
5. At the meeting, the Federation shall present the grievance and provide documents, witness testimony and other information in support of the grievance.
6. Within ten (10) working days of the meeting, the Vice President of Human Resources shall render a written decision either approving the grievance and granting mutually agreed upon relief, or rejecting the grievance and setting forth the reasons for the rejection.
7. The parties, by mutual agreement, may waive the Second Step meeting, in which case the Director will render a written decision within twenty (20) days from receipt of the appeal.

D. Third Step – Arbitration

1. If the grievance is not satisfactorily resolved at the Second Step, within twenty (20) working days of the Second Step decision or within twenty (20) working days from the date the Second Step decision was due, the Federation may file a request, in writing, to submit the grievance to binding arbitration.
2. In the event that the parties are unable to agree on a mutually acceptable arbitrator within five (5) working days from the submission of the grievance to arbitration, the Federation may file a request for the appointment of an arbitrator with the Public Employment Relations Commission.
3. The College and the Federation shall bear the expense of their own legal or other representatives. The expense of the arbitrator and the cost of the meeting room shall be borne equally by the College and the Federation.
4. The award of the arbitrator shall be final and binding on both parties.

5. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission.
6. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.
7. 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.
8. At least one week prior to any arbitration, each side will furnish the other with a list of all witnesses and copies of all documents to be presented at the arbitration hearing.
9. In the event a grievance is filed fifteen (15) days prior to commencement, the grievance shall be filed directly to Step Two and a response to the grievance shall be made within five (5) working days.

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.
- B. The Federation and the Board shall have the right to post notices of concern on campus. The Federation may use faculty mail boxes for communications to its members and use the college internet and mail services.
- C. The Federation may use college facilities, supplies and equipment such as, but not limited to, computers, duplicating equipment, and all types of audio-visual equipment at reasonable times when the equipment is not otherwise in use.

Payment shall be made periodically 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 Provost/Vice President of 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 Provost/Vice President of 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 Provost/Vice President of Academic Affairs. The Adjunct Faculty member will receive a copy of the report, and shall have the right to comment in writing to the Provost/Vice President of 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 file shall be located in the Human Resources department, or some other definite college location. 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 Provost/Vice President of 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 to the next rank will be based on the number of semesters taught at Raritan Valley Community College (RVCC), and will be available with a minimum time in previous rank at RVCC of seven (7) semesters. Semesters includes 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 RVCC 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 RVCC 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 are available online or can be requested from the Office of the Provost/Vice President of Academic Affairs. Completed forms are to be submitted to the Provost/Vice President of Academic Affairs.

The above criteria 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. During a semester in which an Adjunct is teaching six (6) or more contact hours, the cost for use of such facility will be discounted at 25% from the full rate for each child. The cost for part-time enrollment, if accepted, will be established by College procedure based on the full rate.

Any Adjunct Faculty teaching in a summer session who enrolls his/her child(ren) in summer camp programs on campus shall receive the same discount afforded full time employees for that camp.

C. The Board shall provide parking facilities for Adjunct Faculty at no charge.

D. On a space available basis, Adjunct Faculty members and their dependents, including spouse or civil union partner, children and other qualifying dependents under the US Internal Revenue Code 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 Provost/Vice President of Academic Affairs.

E. Notice of any professional position vacancy, whether it is administrative or faculty, shall be made to all adjunct faculty through college email, and posted on the college website for at least one (1) week prior to its publication elsewhere.

F. The college will provide general office space, appropriate and necessary supplies, telephone access, and computer access, along with private space which can be scheduled for purposes of meeting with the students. In addition, the college will provide a full time administrative assistant, scheduled by the administration to support adjunct faculty. The language supporting the administrative position shall sunset at the end of the contract unless both parties agree to continue.

G. Subject to the approval of the Provost/Vice President of Academic Affairs, each academic year, the college will make available up to five (5) Professional Development grants, up to \$1000 each. Grant criteria are established by the Provost/VP of Academic Affairs. Grant applications are available from that office. Participants will be required to make a presentation after completion of their grant project to their departmental peers.

In order to directly engage Adjunct Faculty with the Center for Teaching, Learning & Scholarship (CTLs) each semester the college shall provide the opportunity for an "In-house Adjunct Research Grant" to place an Adjunct Faculty member on the CTLs team for

the stated purpose of promoting adjunct programming and adjunct support resources. Interested Adjunct faculty will apply in accordance with the requirements of CTLs. An Adjunct faculty member chosen for the position will be required to provide CTLs with a one (1) year commitment to the program and in exchange receive three (3) credits of release time each semester not including the summer term for a maximum of six (6) credits for the program.

H. The College recognizes the continued need for professional development of Adjunct faculty members and said professional development is encouraged. A reasonable effort will be made to encourage eligible Adjunct faculty to continue their professional development in their area of academic focus. An Adjunct faculty member is eligible to seek approval for professional development after four (4) semesters of teaching at Raritan Valley Community College. Forms for approval for professional development are available online or can be requested from the Provost/Vice President of Academic Affairs. The Provost/Vice President of Academic Affairs shall be the final arbiter of the request for professional development and there shall be no right to grieve a denial of same. The availability of professional development for Adjunct faculty members is subject to budgetary constraints and availability of funds.

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:

	FY2016-2017	FY2017-2018
Adjunct Instructor	\$894	\$912
Adjunct Assistant Professor	\$913	\$931
Adjunct Associate Professor	\$932	\$951
Adjunct Professor	\$953	\$972

	FY 2018-2019
Adjunct Instructor	\$930
Adjunct Assistant Professor	\$950
Adjunct Associate Professor	\$970
Adjunct Professor	\$991

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

B. Adjunct Faculty members will be paid six (6) or seven (7) times per semester in accordance with the regular payroll practices of the college. The first pay will be issued on the first pay day after the beginning of the semester on or about the 15th of the month and at the end of the month. Adjunct Faculty 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, and course syllabi 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.

Rate per hour:	FY2016-2017	FY2017-2018	FY2018-2019
	\$40	\$45	\$45

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.

F. In order to insure comparable teaching conditions between full and part time faculty, the college will make every effort to maintain the same class sizes as specified in the RVCC full time faculty contract. The Provost/Vice President of Academic Affairs will provide an explanation if any class size maximums are exceeded, and take specific measures so that class size maximums are not exceeded in future semesters. Enrollment overload rates will be compensated at a rate of one fourth (1/4) of the Adjunct's contact hour rate per student if class size maximums are exceeded.

G. In the event a class assigned to be taught by an Adjunct is canceled or reassigned for any reason up to two (2) weeks prior to classes beginning or within two weeks after classes begin, the Adjunct will be compensated \$200.00 for the class, which amount will be due on the first pay date of the semester.

ARTICLE XII - EMPLOYEE RIGHTS

A. Whenever an Adjunct Faculty unit member is required to appear before the Provost/ Vice President of 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, or the Provost/Vice President of 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, 2017, and continuing through June 30, 2019, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 2018, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 2019, the parties hereto shall commence negotiations on a successor Agreement.

RVCC BOARD OF TRUSTEES

By: Robert Wise
 Robert Wise
 President of the RVCC Board
 of Trustees

RVCC ADJUNCT FACULTY FEDERATION

By: Maria DeFilippis
 Maria DeFilippis, Esq.
 President of RVCC Faculty Federation
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