



Adjunct Faculty Contract

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

For the period
July 1, 2023
through
June 30, 2026

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, 2023 and ending June 30, 2026.

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 teaching at RVCC, 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 Executive Director 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 Executive Director 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 Executive Director 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.

- E. Adjunct Faculty, who are assigned courses prior to the beginning of registration, shall have their names listed next to their assigned courses on the course schedule at the time the schedule is initially posted.

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 and 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 Provost and 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 Provost and 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 Provost and 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 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 and 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. Ranking:

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:

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.

Adjunct 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 Dean of Academic Support and Educational Partnerships. Completed forms are to be submitted to the Dean of Academic Support and Educational Partnerships.

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

C. Assignment

Adjunct faculty members who have taught courses for three (3) semesters in the immediately preceding three (3) academic years will be given first consideration over newer Adjuncts for the number of contact hours taught in the previously corresponding semester (previous fall to fall; previous spring to spring) (summer and winter excluded).

Management may deny, reduce, or cancel the assignment(s) of an adjunct faculty member in a semester, only in the following circumstances:

- a) elimination or downsizing of a department or program, or a reduction in the number of courses or sections offered in a semester;
- b) creation of a full-time position that absorbs existing courses taught by adjunct faculty members;
- c) cancellation of a course due to under-enrollment, as determined by the College in its discretion, except that the cancellation of a course in a semester shall not impact a faculty member's other assignments;

- d) unsatisfactory performance of an employee, as evidenced by classroom observations, student evaluations, or the faculty member's failure to correct a performance problem identified by the Provost, department chair, or Dean, except that student evaluations alone shall not be used as the exclusive basis to deny, reduce or cancel a faculty member's assignment(s);
- e) the imposition of discipline for misconduct, unrelated to performance, which in the judgement of management, reasonably exercised, impairs an adjunct faculty member's ability to carry out their duties;
- f) necessity of reassigning a course to a full-time faculty member in order to meet contractual obligations.

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 three (3) courses at Raritan Valley Community College during any semester in which they teach and the semester immediately following a teaching assignment. For an adjunct faculty member that teaches in the spring semester, the summer or fall semester will qualify as the semester immediately following a teaching assignment. 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 and Vice President for 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 and Vice President for Academic Affairs, each academic year, the college will make available up to five (5) Professional Development grants, up to \$1,500 each. Grant criteria are established by the Provost and Vice President for 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 (CTLIS) each semester the college shall provide the opportunity for an “In-house Adjunct Research Grant” to place an Adjunct Faculty member on the CTLIS team for the stated purpose of promoting adjunct programming and adjunct support resources. Interested Adjunct faculty will apply in accordance with the requirements of CTLIS. An Adjunct faculty member chosen for the position will be required to provide CTLIS 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 two (2) semesters of teaching at Raritan Valley Community College. Forms for approval for professional development are available online or can be requested from the Provost and Vice President for Academic Affairs. The Provost and Vice President for 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.

I. An adjunct faculty member is permitted to be absent from the equivalent of one (1) week’s class time in a semester.

J. An adjunct faculty member shall be entitled to leave with pay for the equivalent of one (1) week’s class time in a semester in the case of the death of an immediate family member (defined as spouse; natural, foster, or step-child; in-laws; parent; step-parent; sibling; grandchild; grandparent; or member of the adjunct faculty member’s immediate household), provided such leave is taken during the period between the date of death and the conclusion of the mourning period.

K. Adjunct Faculty seeking to pursue professional development may apply for Compensated Release Time to pursue activities related to their discipline that will increase the adjunct faculty member’s professional effectiveness and usefulness to the College. Compensation for release time is limited to three (3) credit hours at the adjunct faculty member’s current rate. If an adjunct faculty member wishes to apply for Compensated Release Time, the following conditions must be met:

1. Adjunct Faculty shall be eligible for consideration for Compensated Release Time once they are at or above the rank of Adjunct Associate Professor with consistent employment for the two previous semesters prior to applying for release time.
2. Adjunct Faculty must complete the Application for Compensated Release Time available from the Office of the Provost and Vice President of Academic Affairs. Applications must contain a detailed prospectus of the intended activity, including purpose, objectives and plans, including a demonstration of a time equivalence of at

least 105 hours. Lastly, the application must explicitly describe how the proposed activity will increase the recipient's value to the College.

3. Applications shall be evaluated by the Provost and Vice President for Academic Affairs in consultation with the Dean of Academic Support and Educational Partnerships and the adjunct faculty member's department chair. The Provost and Vice President for Academic Affairs shall be the final arbiter of the request for Compensated Release Time and there shall be no right to grieve a denial of same. The availability of Compensated Release Time is subject to budgetary constraints and availability of funds.
4. Recipients of the Compensated Release Time shall:
 - a. Retain their status in regards to the salary schedule and assignment provision of Article VII as if they were teaching the three (3) credits that semester.
 - b. Be obligated to return to continue employment at the College for one semester immediately following the Compensated Release Time. The Adjunct Faculty member shall be placed in their prior assignment, or as close thereto as possible. An Adjunct Faculty member who does not return to Raritan Valley Community College for at least one (1) semester must repay the Compensated Release Time.
 - c. Immediately upon the Adjunct Faculty member's return to the College, the adjunct faculty member must submit to the Provost and Vice President for Academic Affairs and respective department chair a written report of his/her/their activities and accomplishments of the leave and value to the College.
5. Adjunct Faculty members awarded Compensated Release Time shall be eligible for another Compensated Release Time after the completion of an additional seven (7) academic semesters (fall, spring, or summer).

ARTICLE X - INSURANCE COVERAGE

The Board agrees to maintain liability insurance for all Adjunct Faculty members.

ARTICLE XI - SALARIES

A. Apply a rank adjustment to the FY 2022-2023 rates prior to applying the across-the-board salary increases. Adjust the Adjunct Assistant Professor rate from \$1,054 to \$1,059. Adjust the Adjunct Associate Professor rate from \$1,075 to \$1,090. Adjust the Adjunct Professor rate from \$1,099 to \$1,134. These adjusted rates will be used to set the rates for each fiscal year, adjusted annually as follows:

Effective July 1, 2023 – 3.5%

Effective July 1, 2024 – 3.5%

Effective July 1, 2025 – 3.5%

SALARIES (A): All Adjunct Faculty teaching credit courses are paid at a rate per contact hour as follows:

	FY23-24	FY24-25	FY25-26
Adjunct Instructor	\$1,067	\$1,104	\$1,143
Adjunct Assistant Professor	\$1,096	\$1,134	\$1,174
Adjunct Associate Professor	\$1,128	\$1,167	\$1,208
Adjunct Professor	\$1,174	\$1,215	\$1,258

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 online 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 members who accept assignments from the Provost and Vice President for Academic Affairs, Divisional Dean or Department Chair or are asked to attend department specific pedagogical events outside their regular teaching duties, which include, but are not limited to teaching, grading, attendance, preparation, or course

assessment, or are required to complete non-compliance training will receive hourly payments according to the table below.

FY23-24	FY24-25	FY25-26
\$55	\$60	\$60

E. Online courses – The pay for developing an online course will be equal to the pay for teaching a 3 contact hour course. The ownership (copyright) shall be shared equally between the College and the Adjunct Faculty member developing the course. RVCC will have the responsibility of registering and defending the copyright of online courses. When materials/course is developed for stipend, RVCC can use the course and materials in perpetuity. If the material/course is developed without College support, the material/course belongs to the Adjunct Faculty member, but the College has the right of first refusal to offer the course. RVCC will give the Adjunct Faculty member the right to teach or modify the course before assigning it to someone else. The author of the course will get an attribution mention.

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 and Vice President for 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 one (1) week prior to classes beginning or within two weeks after classes begin, the adjunct faculty member will be compensated \$400.00 for the class, which amount will be due on the first pay date of the semester.

H. Teaching in the RISE Program: Adjunct Faculty members teaching a class in the RISE program will receive additional compensation for situations beyond their control that require faculty members to spend additional time within a prison. When an Adjunct Faculty member experiences a lockdown (often for one of the following reasons: medical emergencies, fights, power outages, counts being off, and/or extractions) they will be compensated \$55/hr for the additional time accrued while inside beyond normal operations.

ARTICLE XII - EMPLOYEE RIGHTS

A. Whenever an Adjunct Faculty unit member is required to appear before the Provost and 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, or the Provost and 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, 2023, and continuing through June 30, 2026, and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 2023, of its intention to terminate, modify, amend or supplement this Agreement. No later than February 1, 2026, the parties hereto shall commence negotiations on a successor Agreement.

BOARD OF TRUSTEES



Caren Bateman

Chair of the RVCC Board of Trustees

RVCC Adjunct Faculty Federation



Pattiann Kletz

President of RVCC Faculty Federation

AFT Local #2375

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