

AN AGREEMENT BETWEEN

PASSAIC COUNTY COMMUNITY COLLEGE

and the

PASSAIC COUNTY COMMUNITY COLLEGE
CHAPTER OF THE UNITED ADJUNCT FACULTY
OF NEW JERSEY

JULY 1, 2013 – JUNE 30, 2016

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ARTICLE I: DEFINITIONS

“*Bargaining Unit*” as used hereafter means all adjunct teaching faculty members represented by the Federation.

“*Bargaining Unit Members*” as used hereafter means all persons who are employed by the College as adjunct teaching faculty members and who are also eligible for membership in this bargaining unit as defined in this contract.

“*College*” as used hereafter means Passaic County Community College.

“*Federation*” as used hereafter means the Passaic County Community College Chapter of the United Adjunct Faculty of New Jersey Local 2222, New Jersey State Federation of Teachers, American Federation of Teachers, AFL-CIO.

“*Grievance*” as used hereafter is a claim by a bargaining unit member (or group of members) or the Federation that there has been a violation, misinterpretation, or improper application of the terms of this agreement.

“*Grievant*” as used hereafter refers to the bargaining unit member(s) or the Federation making the claim on behalf of the bargaining unit member, or on behalf of itself.

“*Online Courses*” shall be defined as any course in which instruction, course assignments, and faculty – student contact will be conducted using the Internet as the primary medium for communication.

“*Semester*” as used hereafter means the fall and spring semesters of the academic year.

“*Board of Trustees*” as used hereafter means the Board of Trustees of Passaic County Community College, or its duly designated agent(s).

“*Session*” as used hereafter refers to any session for teaching class that does not take place during the fall or spring semesters.

“*Express Semester*” as used hereafter refers to any shortened time for teaching classes that occurs during the fall or spring semester.

ARTICLE II: UNIT RECOGNITION

A. UNIT DEFINITION

The College hereby recognizes the Federation as the exclusive bargaining agent for collective negotiations and representation concerning the terms and conditions of employment for all adjunct faculty members employed by the College who have accepted teaching assignments for credit courses at the College in the current academic year and who also taught at least one credit course either during the current or previous academic year.

B. EXCLUSIONS

The following employees are specifically excluded from this bargaining unit: Passaic County Community College managerial executives, confidential employees, supervisors within the meaning of the Act, craft, professional, police, full-time faculty, casual employees, and all other non-adjunct faculty employees employed by the College.

ARTICLE III: RIGHTS OF BARGAINING UNIT MEMBERS

1. Pursuant to Chapter 303, Public Laws 1968, amended by Chapter 123, Public Laws 1974, the College hereby agrees that adjunct faculty members shall have the right freely to organize, join, and support the Federation and its negotiations and other legal concerted activities for mutual aid and protection. The College undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce adjunct faculty members in the enjoyment of any rights conferred by the New Jersey Employer-Employee Relations Act; that it shall not discriminate against adjunct faculty members with respect to hours, wages, or any term or condition of employment by reason of the adjunct faculty member's membership in the Federation or its affiliates, collective negotiations with the College, or institution of any grievance, complaint, or proceeding under this agreement with respect to any terms or conditions of employment.
2. No adjunct faculty member shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.
3. The College shall not discriminate against any faculty member or applicant for employment by the College on the basis of race, creed, color, national origin, sex, marital status, religious belief, sexual orientation, disability, or membership or participation in or association with the lawful activities of any organization.
4. Language governing Academic Freedom will be the same as that adopted by the PCCC Academic Council.

5. No adjunct faculty member shall be disciplined or terminated without just cause. Discipline shall be applied in a non-discriminatory fashion. Discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the number of previous offenses, and the general employment record of the adjunct faculty member. Bargaining unit adjunct faculty members subject to disciplinary action retain the right to utilize the grievance procedure contained within this agreement.
6. Any bargaining unit member who is removed from service after the third week of the semester will be paid for the remainder of the semester in accordance with the terms of his/her original employment agreement. Bargaining unit members who begin teaching classes which are cancelled due to lack of enrollment during the first three weeks of the semester will be paid a pro-rated amount.
7. Nothing contained herein shall be construed to deny, restrict, or discriminate against bargaining unit members with regard to such rights as they may have under the law.

ARTICLE IV: MANAGEMENT RIGHTS

Any rights or privileges not expressly given to employees or the Federation in this Agreement are hereby expressly reserved by the College as a management prerogative.

ARTICLE V: SAFE CONDITIONS

- A. The College shall comply with all applicable federal, state, and local laws in regard to safety issues.
- B. References to safety are intended to include a concept of reasonable personal security and protection that shall be maintained to assure employees against physical harm.
- C. Whenever reasonable, the College shall make a security officer available to escort adjunct faculty members to College parking facilities after dark in Paterson.

ARTICLE VI: VACANCIES

Notice of full-time positions will be posted on the College's official website.

ARTICLE VII: TEACHING MATERIALS

Adjunct faculty members are invited to propose textbooks and teaching materials to their department chairperson for consideration for use. The department chairperson must approve the textbooks and teaching materials to be used.

ARTICLE VIII: CLASS OBSERVATIONS AND EVALUATIONS

1. The parties agree that classroom observations and evaluations conducted by appropriate supervisors, peers, and students are beneficial to adjunct bargaining unit members, students, and the College. The Vice President for Academic & Student Affairs or his/her designee shall conduct class observations.
2. Notice of intent to conduct a regular observation of a class shall be given to all bargaining unit members at least seven days before the scheduled evaluation. Other observations shall be conducted as deemed necessary.
3. Adjunct bargaining unit members shall have the opportunity to discuss the classroom observation with the observer.
4. In the event a written report is prepared, the bargaining unit member shall have the opportunity to read and sign the report before it is placed in the personnel file.
5. Bargaining unit members may append comments to the written document.
6. Student evaluations shall be limited to the same format used for full-time faculty, and the instructor will receive a copy of the results of the evaluation.

ARTICLE IX: PERSONNEL FILES

1. There shall be one personnel file for each bargaining unit member, which shall be located in the Human Resources Department.
2. No evaluation material shall be placed in the personnel file unless the bargaining unit member has received a copy and signed the original. Signing the document does not necessarily indicate agreement. If a bargaining unit member refuses to sign the original, it will be noted and placed in the personnel file.
3. The bargaining unit member shall have the right to answer in writing any material in his/her personnel file, and this answer shall be attached to the material and become a permanent part of the file.
4. Bargaining unit members may request the inclusion in their personnel files of material relative to their employment at the College, which would otherwise not be included in the formal evaluation process.
5. No anonymous material shall be placed in the personnel file.
6. Bargaining unit members shall be permitted to review their personnel file with three business day's notice to the appropriate administrator, and they shall be furnished with a single copy of each requested item in the file at no cost to the member.

7. Bargaining unit members may authorize a Federation representative to examine their personnel file on their behalf and shall be furnished with a single copy of each requested item in the personnel file at no cost. Such authorization shall be in writing.

ARTICLE X: TEACHING LOADS

Unit members may be assigned to teach a maximum of ten credits per semester. In addition, unit members may be assigned a maximum of six credits for each summer session. In no case will an individual adjunct faculty member be assigned to teach more than thirty-two credit hours in a calendar year.

ARTICLE XI: PRIORITY COURSE ASSIGNMENT

In order to promote excellence in teaching at the College, Adjunct Faculty who meet the criteria stipulated in this section may apply for Priority Course Assignment status. Adjunct faculty who are approved for this status will be offered the opportunity to teach if a course is available for which that person is qualified.

a) **Criteria**

The criteria for Priority Course Assignment are:

- Completion of ten or more semesters; and
- Demonstration of excellence in teaching as indicated by Classroom Observation and Student Rating of Instruction (SRI) evaluations; and
- Evidence of professional development related to the respective academic discipline or teaching pedagogy.

b) **Application for Priority Course Assignment Status**

Adjunct Faculty who wish to apply for Priority Course Assignment status must submit a completed application form to the Director of Adjunct Faculty Services at least one semester (Fall/Spring) prior to the semester in which the status would take effect (by August 15th for the following Spring semester, and January 15th for the following Fall semester). The Director of Adjunct Faculty Services will provide a determination to the Adjunct Faculty member prior to the start of the semester in which the status would take effect.

c) **Review of Priority Course Assignment Status**

A review of an Adjunct Faculty member's Priority Course Assignment status will take place every three academic years in order to assess fulfillment with the criteria and determine continuation of the status. The College will notify the Adjunct Faculty member of the result of the review by the College as soon as practical. An Adjunct Faculty member whose application is not approved may re-submit an application for a subsequent semester.

d) College Approval

The decision to approve and continue Priority Course Assignment status rests with the College and is not subject to the grievance and arbitration provisions of this Agreement.

e) Initial Implementation

The first Priority Course Assignment status will take effect in the Fall 2014 semester. Adjunct Faculty who wish to apply for the status for the Fall 2014 semester must submit the application form before the start of the Spring 2014 semester.

ARTICLE XII: ADJUNCT FACULTY HANDBOOK

The College will produce and provide an Adjunct Faculty Handbook to all adjunct faculty.

ARTICLE XIII: PROFESSIONAL DEVELOPMENT

Professional development workshops will be offered for adjunct faculty with remuneration at a rate of \$ 45 per workshop session (sessions will not exceed two hours in duration). Eligibility and priority for attendance at professional development workshops will be determined by the administration. Additional opportunities for professional development with, or without, pay will be made available at the discretion of the College. Professional development shall include department meetings.

ARTICLE XIV: ADJUNCT FACULTY ORIENTATION SESSIONS

Adjunct faculty will be required to attend one orientation session per year, with compensation of \$ 50. The orientation session will not exceed two hours in duration.

ARTICLE XV: OTHER RIGHTS

1. The College shall issue an employee I.D. card and parking pass, without charge, to all adjunct faculty.
2. The parking pass shall provide access without charge to the unit member.
3. The employee I.D. card shall provide access to library services, fitness facilities, open computer labs, and designated parking areas.
4. The Office of Part-time Faculty will provide part-time faculty with mailboxes, reasonable support services, and telephone and computer access.

ARTICLE XVI: FEDERATION RIGHTS

- A. The Federation may use College building facilities at no charge for meetings provided that such use shall not interfere with nor interrupt the normal College operation and

subject to agreement by the administration as to the reasonableness of time and location selected. Such agreement shall not be reasonably withheld.

- B. Duly authorized representatives of the Federation shall be permitted to transact official Federation business on College property provided that this shall not interfere with nor interrupt normal College operations and subject to agreement by the administration as to the frequency and reasonableness of time selected. Such agreement shall not be unreasonably withheld.
- C. A bulletin board for Federation use will be provided in the Adjunct Faculty Office on the main campus and in the multi-purpose room at the Wanaque Academic Center. The Federation may make reasonable use of adjunct faculty mailboxes and the College e-mail system to communicate with adjunct faculty. The College agrees to furnish to the Federation any document required by law upon specific request to the Records Custodian.
- D. The College also agrees to furnish the Federation such existing and unprivileged documents as may be reasonably required and requested by the Federation to process any grievance under this agreement.
- E. The College shall provide a mailbox in the Adjunct Faculty Office in Paterson for the specific purpose of receipt of mail by the Federation.
- F. The College agrees to allow the Federation PCCC Chapter to make copies at the copy center for three cents a copy. The College will bill the Union for this service at the end of each semester.

ARTICLE XVII: INFORMATION EXCHANGE

- A. The Federation agrees to furnish to a designee named by the College a complete list of all officers of the Federation including titles, addresses, and designation of responsibilities and to keep such list current.
- B. The College agrees to furnish to the Federation, no later than the fourth week of each semester, a preliminary register of adjunct faculty members who are teaching that semester. A final register shall be provided no later than the sixth week of each semester. The College agrees to furnish a final register of who is teaching express semesters two weeks after the beginning of the express semester. The registers shall be provided both in written form and either by e-mail or on a computer disk. The computerized information shall be provided in an Access or Excel compatible format with the following fields:
 - 1. Last name
 - 2. First name
 - 3. Home mailing address
 - 4. Department

5. Number of credits taught
 6. Class schedule with room assignment
 7. Original date of hire
 8. Unit eligibility
 9. Unit Status
- C. The College agrees to furnish a register of adjunct faculty teaching summer sessions two weeks after the beginning of each session.
- D. The College agrees to furnish to the Federation within ten calendar days of written request, information relevant and necessary to the negotiating of subsequent agreements and to processing a grievance.

ARTICLE XVIII: GRIEVANCE PROCEDURE

Procedure

The procedure for handling a grievance is outlined below. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the claim. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The number of days indicated at each level should be considered as a maximum with every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievance: Informal

In the event a bargaining unit member, a group of bargaining unit members, or the Federation believes there is a basis for a grievance, the party or parties involved shall first discuss the grievance informally with their Department Chairperson and attempt to resolve the matter.

Grievance: Level One

If, after the informal discussion the grievance is unresolved, the Federation may invoke the formal grievance procedure on the form provided by the Federation and signed by the Federation and the grievant(s).

A formal grievance shall be filed with the Vice President for Academic and Student Affairs within 25 calendar days from the date of the occurrence of the grievance or 25 calendar days from the date the party or parties should reasonably have known of its occurrence.

Within 10 calendar days of the filing of the grievance, the Vice President for Academic and Student Affairs shall meet with the grievant(s) and the Federation representative in an effort to resolve the grievance. The Vice President for Academic and Student Affairs shall issue a decision within 10 calendar days of the aforementioned meeting.

Grievance: Level Two

If the Federation is not satisfied with the disposition of the grievance at Level One or if no disposition is made within the time limits, the Federation may submit the grievance to the President. The President or his/her designee shall meet with the grievant(s) and the

Federation representative in an effort to resolve the grievance. The President or his/her designee shall issue a decision in writing within 15 calendar days of the date of the meeting.

Grievance: Level Three (Arbitration)

If the Federation is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the time limits, the Federation may file a notice with the College's Board of Trustees requesting submission of the grievance to arbitration. Such notice must be filed within 15 calendar days of the President's response. The notice of the grievant shall set forth a statement of the issue to be decided and the specific provisions of the Agreement involved.

Within 10 calendar days after such written notice, the Board and the Federation shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment for arbitration to be conducted within a specified time period. A request for a list of arbitrators may be made to the Public Employment Relations Commission for the selection of an arbitrator.

The arbitrator's decision shall be advisory only. His/her decision shall be limited to the interpretation or application of specific terms of the Agreement. The arbitrator's expense shall be borne equally by the Federation and the College.

The College agrees to furnish any documents that may be reasonably and lawfully required to process grievances in accordance with this Article.

No reprisals of any kind shall be taken against any unit member for participating in any grievance. A grievance may be withdrawn at any level.

ARTICLE XIX: ONLINE COURSES

I. Definitions

"Distance Learning" shall be defined as a formal education process in which the majority of the instruction time occurs when the learner and the instructor are linked without regard to location and distance. This definition is understood to include Online courses and Interactive Television Courses (ITV).

"Online Courses" shall be defined as any course in which instruction, course assignments, and faculty-student contact will be conducted using the Internet as the primary medium of communication.

"Interactive Television Courses (ITV)" shall be defined as any course in which instruction and lectures are transmitted via video technology to students at a remote location(s).

“Original Distance Learning Course” shall be defined as any distance learning course developed by a PCCC faculty member. Third party sources such as commercial products or courses used at other colleges shall not be considered original.

II. Intellectual Property Rights and Responsibilities

Copyright and intellectual property rights ownership are concepts defined by Federal Law as well as the terms of this agreement. It is understood that distance learning materials produced by faculty members will be considered the joint property of the College and the faculty member, unless either party releases all or part of its rights to the other.

III. Course Development

- a) Every faculty member who agrees to develop an original distance learning online course will receive pay for course development equal to the number of credit hours of the course.
- b) Every faculty member who teaches an ITV course will receive 1 contact hour of pay at the rate the first time he/she teaches the course.

IV. Compensation/ Workload

- a) Distance learning courses will be considered part of a faculty member’s normal workload, in accordance with the collective bargaining agreement.
- b) Online course class section capacity is never to exceed 25 students per section without the permission of the faculty member.

V. Right to Teach/ Not to Teach

The faculty member who develops a distance learning course shall have the right of first refusal for the first section of said course, each and every term it is scheduled. The faculty member who develops the course will be required to teach the distance learning course for the first 3 years it is scheduled. After that three- year period, the faculty member may choose to not teach the course. In the event the faculty member chooses not to teach the section, the College may make such sections available to other qualified in accordance with the collective bargaining agreement.

ARTICLE XX: TIMELY NOTIFICATION

Nothing in the provisions of this Article shall super cede or interfere with the implementation and enactment of any and all negotiated agreements with the full-time faculty pertaining to teaching loads.

- A. Whenever possible, the College will make an offer of employment to adjunct faculty members in the semester prior to which the offer applies (April 30th for the Fall semester and November 30th for the Spring semester). Whenever possible, summer offers of employment will be made to adjunct faculty members by April 30.
- B. The College may offer a one-year appointment to adjunct faculty that have completed at least fifteen (15) semesters of teaching at the College since the 2005 Spring semester. Said appointment shall be based on the recommendation of the Vice President for Academic Affairs and the College President and the subject to the approval of the Board of Trustees.
- C. The College will send out individual employment contracts which specify the assigned course, meeting dates and location, duration of the course, number of credits, and rate of pay. Whenever possible, said contracts shall be issued at least two weeks before the start of the of the semester.
- D. If a course, which has been offered to and accepted by an adjunct faculty member, is cancelled for any reason, including insufficient registration, the College will make every effort to notify the adjunct faculty member within two business days of the cancellation.
- E. Each new bargaining unit member shall be provided with a copy of this Agreement and the Adjunct Faculty Handbook, along with other orientation materials. Thereafter, the College shall make available a revised copy of the Adjunct Faculty Handbook to adjunct faculty for the semester in which they are employed, along with other orientation materials.
- F. Hereinafter, any individual contract for teaching between the College and a bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE XXI: HEALTH BENEFITS

The College agrees to provide adjunct faculty with access to health benefits as required by law.

ARTICLE XXII: SICK LEAVE

Bargaining unit members shall be permitted one day of paid sick leave per semester or session. Notice of absence must be given to the Office of Adjunct Faculty prior to class time for sick leave to be used. It is expected when practicable that six hours of notice prior to class, will be given. Sick leave will not be cumulative.

ARTICLE XXIII: TUITION WAIVER

- A. Bargaining unit members are only eligible for tuition waiver while they are employed by the College.
- B. Bargaining unit members may take courses on a space available basis provided they satisfy the academic prerequisites for the course. The College shall determine space availability after the regular registration period has ended.
- C. Bargaining unit members shall be granted tuition waiver only for credit bearing courses at the College. Tuition waiver benefits are limited to a maximum of six credits per semester. The bargaining unit member shall pay all applicable fees for such courses, except that the Student Activity Fee, Athletic Fee, and Technology Fee will be waived.
- D. No tuition waiver benefits apply to non-credit offerings.
- E. To be eligible for tuition waiver, the bargaining unit member must have completed two semesters of teaching at the College.
- F. Tuition waiver benefits will be provided to the dependents, including spouses of bargaining unit members under the conditions stated in Article XXIII, with each dependent or spouse permitted to take up to three credits per semester.

ARTICLE XXIV: COMPENSATION

- A. Unit members will be compensated at the following rates per credit hour:

	<u>Year #1</u> 2013-14	<u>Year #2</u> 2014-15	<u>Year #3</u> 2015-16
TIER I			
2+ SEMESTERS	\$742	\$757	\$772

The accumulation of semesters will start with the Spring 2005 and need not be consecutive (Summer Sessions/semesters are excluded).

Unit members with a minimum of 7 semesters of employment at the College and those that will be commencing their 7th semester of employment in the fall 2013 semester will be compensated at the following rates per credit hours:

	<u>Year #1</u> 2013-14	<u>Year #2</u> 2014-15	<u>Year #3</u> 2015-16
TIER II			
7+ SEMESTERS	\$780	\$796	\$812

Adjunct Faculty who have completed 15 or more semesters of teaching will be paid an additional \$10 per credit.

In order for a unit member to move from Tier I to Tier II, they must provide evidence of BOTH teaching effectiveness and professional development. Evidence of teaching effectiveness consists of the following:

- Two commendable classroom observations.
- Two commendable Student Rating of Instruction.
- Two examples of how feedback from classroom observations and student rating of instruction improved teaching delivery.

Professional development consists of the following criteria, of which unit member must meet 3 of the 4 categories listed below:

- Participation in two non-mandatory department activities.
- Using technology in the classroom, such as teaching on-line courses, echo 360, college portal.
- Participation in one assessment or advisement activity.
- Participation in one professional development workshop.

Criteria for Remaining in Tier II Status

In order to remain in Tier II, unit members are required to meet two of the following criteria during each academic year:

- One commendable class observation.
- One commendable Student rating of instruction.
- One example of how peer and student feedback improved teaching delivery.
- Attendance at one department meeting.

- Participation in one professional development activity.
 - Effective use of technology.
- B. Summer I shall be paid at the rate of the preceding Spring semester. Summer II shall be paid at the rate of the following Fall semester.
- C. Should bargaining unit members be required and authorized by the administration to be present at the College, at times other than during their normal course hours for a meeting, said bargaining members shall be compensated at the rate of \$25.00 per hour.

ARTICLE XXV: PAYDAYS

Adjunct faculty will be paid in six installments for work performed during the Fall and Spring semesters. (Shorter semesters will follow a comparable schedule.) Paychecks will be transmitted via direct deposit.

ARTICLE XXVI: DUES DEDUCTION

The College will deduct from the pay of each actively employed member of the bargaining unit from whom it has received written authorization to do so the required amount of dues. The dues and a list of employees who have contributed dues will be transmitted to the Federation treasurer in a timely manner.

ARTICLE XXVII: LABOR / MANAGEMENT COMMITTEE

Representatives of the College and the Federation will meet on a monthly basis to exchange information and discuss issues of mutual concern, but not to negotiate the labor contract.

ARTICLE XXVIII: DURATION OF AGREEMENT


This agreement shall be in effect for the period commencing July 1, 2013 – June 30, 2016.

SIGNATURES

IN WITNESS WHEREOF, the Adjunct Faculty Federation and the Board of Trustees have caused this Agreement to be signed this September 2013 by the President of the Adjunct Faculty Federation and the Chairperson of the Board of Trustees.



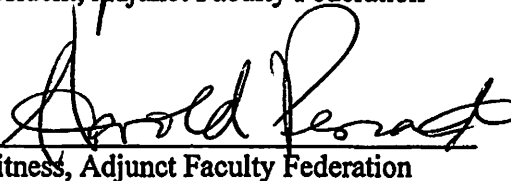
Chairperson, Board of Trustees



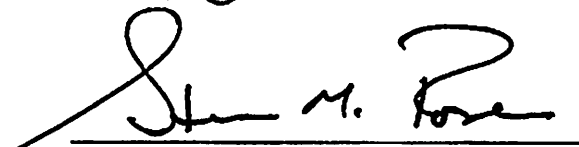
President, Adjunct Faculty Federation



Witness, Board of Trustees



Witness, Adjunct Faculty Federation



College President