

**Agreement between**  
**The Board of Trustees**  
**of Mercer County Community College**

**and**

**The Mercer County Community College Chapter**  
**United Adjunct Faculty of New Jersey**  
**Local 2222**

**AFT, AFL-CIO**

**July 1, 2013 - June 30, 2016**

Under provision of the public laws of 1968,  
Chapter 303, and the public laws of 1974,  
Chapter 123, of the State of New Jersey.

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## ARTICLE I - RECOGNITION

The Board of Trustees of Mercer County Community College, hereinafter the "Board," hereby recognizes the Mercer County Community College Chapter, United Adjunct Faculty of New Jersey Local 2222, AFT, AFL-CIO, hereinafter the "Federation," as the exclusive collective bargaining representative for all adjunct faculty members employed by Mercer County Community College, hereinafter the "College," who have commenced their second semester\* of teaching, within two consecutive academic years, but excluding managerial executives, non-professional employees within the meaning of the New Jersey Public Employment Relations Act, confidential employees, craft employees, police officers, full-time faculty members and retired full-time faculty members. "Adjunct faculty members" are defined as persons assigned primary responsibility for teaching credit courses whose total assigned workload is less than a full load as defined for full-time faculty members and who are not employed in some other full-time capacity by the College.

\* *Summer courses and inter-term courses are not considered when applying this definition. Courses of less than fifteen (15) weeks duration which start within the Fall or Spring semester shall count as courses in the semester in which they commence when applying this definition.*

## ARTICLE II - FEDERATION RIGHTS

- A. The rights and privileges of the Federation and its representatives as set forth in this Agreement shall be granted exclusively to the Federation.
- B. The Federation and its representatives shall have the right to visit College buildings but shall take no action which in any way interferes with the operation of the college or the instruction of the student body.
- C. The Federation and its representatives shall have the right to use College rooms to conduct official Federation business, including meetings, during regular College operation hours, subject to availability. A Federation request to use a College room for a meeting shall be made in writing in advance of the meeting and be submitted to the appropriate College official.
- D. The Board agrees to provide the Federation president with a lockable file cabinet in a dedicated private office work location at the college suitable for the conduct of Federation business, at no cost to the Federation. A college telephone extension with voicemail service will be provided.
- E. The Federation and its representatives shall have the right to post notices on bulletin boards adjacent to adjunct faculty mailboxes. The Federation may use College mail service including adjunct faculty mailboxes at no cost.
- F. The Board agrees that the Federation has the sole financial responsibility for the placing and receiving of all long distance calls related to Federation affairs, and for reimbursing the college for the toll charges incurred by such calls. The Federation agrees to provide, at its own expense, all materials and supplies necessary for the conduct of the Federation's affairs. The Board will allow use of office equipment as necessary, provided that this does not interfere with normal operations.
- G. The Board agrees to furnish to the Federation, upon request to the President or his/her designee, the following documents:
  - 1. Annual financial reports
  - 2. Annual audits
  - 3. Adopted budgets - as of the date of formal adoption by the Board
  - 4. Minutes of Board meetings
  - 5. The College will supply the Federation with a roster of bargaining unit members including names, last-known addresses, telephone numbers, course assignments and salaries - grouped by department - on or before the first payroll date of each semester. The college is responsible for communicating any subsequent changes in this list to the responsible agent in the Federation.
  - 6. The College will supply the Federation with a list of all teaching adjunct faculty including names and addresses on or before the first payroll date of each semester.
- H. The Board agrees to provide to the Federation such available and non-confidential information as may be reasonably required and requested by the Federation to process a grievance or to negotiate future agreements.

- I. The Board and the Federation accept mutual responsibility to address and resolve issues related to this Agreement, and to discuss college policy matters of interest to the unit or its members. Either party may initiate scheduling of a meeting during any month to consider matters of general interest or concern regarding this Agreement, other than grievances. Such meetings, intended as a means of fostering good relations between the Federation and the Board, shall be attended normally by no more than three (3) representatives of either party.
- J. The Board will deduct from the pay of each member of the bargaining unit, from whom it received written authorization signed by the member to do so, the required amount of Federation dues. The dues and a list of employees from whose pay they have been deducted shall be forwarded to the Treasurer of the Federation not later than ten (10) days after such deductions have been made.

The Federation will provide the necessary check off authorization forms and deliver the signed forms to the Board or its designee. The Federation 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 Federation to the Board.
- K. Adjunct faculty members who do not choose to join the Federation shall have a representation fee equal to eighty-five per cent (85%) of the Federation dues deducted from their pay and forwarded to the Treasurer of the Federation.

### **ARTICLE III - BARGAINING UNIT MEMBER RIGHTS**

- A. 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 affiliates for the purposes of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. The College undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any adjunct faculty member in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any adjunct faculty member with respect to hours, wages, or any terms or conditions of employment by reason of the adjunct faculty member's membership in the Federation and its affiliates, collective negotiations with the College or the adjunct faculty member's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict any adjunct faculty member such rights as he/she may have under New Jersey education laws or other applicable laws or regulations.
- C. No adjunct faculty member shall be prevented from wearing pins or other identification of membership in the Federation or its affiliates.
- D. Whenever an adjunct faculty member is required to appear before any supervisory official of the college for a meeting to review concerns which the adjunct faculty member might reasonably believe could lead to a disciplinary action, he/she shall be entitled to invite a representative of the Federation to attend the meeting as an advisor. The meeting date may be adjourned for no more than 24 hours to permit attendance of the Federation representative unless the parties mutually agree to extend the adjournment.
- E. The Federation recognizes that while democratic principles should obtain in every American educational system, a community college in a county as diverse in population as is Mercer must be exemplary in its expression and practice of the democratic ideals of integrated education, faculties and facilities. The parties agree to the following provisions relating to academic freedom:
  - 1. The Board and the Federation shall not discriminate against any adjunct faculty member or applicant for employment by the Board or for membership in the Federation on the basis of race, creed, color, national origin, sex, marital status, religious belief, sexual orientation or membership or participation in or association with the lawful activities of any organization.
  - 2. Adjunct faculty members are citizens and members of a learned profession. When they speak, write or act as citizens, they are free from College censorship and discipline, but they have the obligation to indicate that they are not College representatives unless so authorized, because the public may judge their profession and the College by their words and actions.
  - 3. Adjunct faculty members are free to pursue research and publication where these activities do not interfere with their responsibilities to the College.

4. Adjunct faculty members are free in the classroom to discuss controversial issues relating to their subject but are obligated to be aware of their potential influence on the opinions and values of their students and their responsibility for achievement of course objectives.
- F. Adjunct faculty members shall be notified in a timely manner of appropriate faculty - administration meetings, departmental meetings, College Forum and standing committee meetings.
  1. Notice of such meetings shall be provided by email and/or interoffice mail to the Federation President and to elected/designated adjunct faculty representatives.
  2. Adjunct faculty members shall be afforded the opportunity to attend and participate in the above-noted meetings at their discretion.
  3. Minutes or summaries of such meetings, if maintained, shall be available to adjunct faculty members upon request.

#### **ARTICLE IV - GRIEVANCE PROCEDURE**

##### A. Definitions

1. A “grievance” is a claim by an adjunct faculty member, a group of adjunct faculty members or the Federation that there has been a misinterpretation, misapplication or violation of this Agreement, or of college policy or procedure related to terms and conditions of employment but not included in this Agreement.
2. A “grievant” is the person or persons who are directly involved in the claim at issue, or the Federation.
3. “Working days” when used hereafter shall mean any day of the week (Monday-Saturday) of the year when credit classes are in session.

##### B. Procedures

In the event an adjunct faculty member or group of adjunct faculty members believes there is a basis for a grievance:

1. The party or parties involved shall informally discuss the grievance with the division dean or designee.
2. If the grievance is not resolved through informal discussion, the grievant may invoke the formal grievance procedure by filing a signed written statement of the grievance with the Vice President for Academic Affairs within twenty-one (21) working days of its occurrence (or of the date when the adjunct faculty member or Federation became aware or should reasonably have become aware of the matter). This initiates Grievance Level One.
3. Within ten (10) working days of the filing of the grievance, the Vice President for Academic Affairs (or designee) shall meet with the grievant and his/her Federation representative in an effort to resolve the grievance. The Vice President for Academic Affairs (or designee) shall issue to the grievant and his/her Federation representative a decision in writing on the grievance within ten (10) working days of the grievance meeting.
4. If the Federation is not satisfied with the disposition of the grievance by the Vice President for Academic Affairs (or designee), or if no disposition is made within the time limits in Level One, the Federation shall transmit the grievance to the President by filing a written copy thereof within ten (10) working days from the receipt of the decision (or of the failure to decide) of the Vice President for Academic Affairs. This initiates grievance Level Two.
5. The President shall have the option to meet (or designate another college official to meet) with the grievant and his/her Federation representative. The President (or designee) shall issue a decision on the grievance within fifteen (15) working days. If the grievance is denied, the President (or designee) shall state the reasons for doing so.
6. If the Federation is not satisfied with the disposition of the grievance by the President, the grievance\* may be submitted to arbitration within ten (10) working days from the date of receipt of the President’s decision. To initiate arbitration, the Federation shall send a certified letter to the NJ Public Employment Relations Commission with a copy to the College President.

\* *No grievance concerning reappointment, promotion, or any grievance unrelated to this Agreement may be advanced to arbitration. Decisions of the arbitrator with respect to grievances based on alleged misapplications, misinterpretations or violations of contract provisions dealing with professional responsibilities, workload or work assignments shall be advisory. Decisions of the arbitrator with respect to all other grievances shall be binding.*

7. The arbitrator shall submit a written decision within thirty (30) calendar days of the hearing. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of the agreement; his/her authority shall be limited to deciding the disposition of an alleged violation of the express written terms of this Agreement. The arbitrator's fees and expenses shall be shared equally by the Board and the Federation.
- C. It is important that each grievance be processed as expeditiously as possible. Time limits at each level may be extended by mutual consent in writing.
  - D. No reprisals of any kind shall be taken against any unit member for participating in any grievance.
  - E. Within the time limits specified above, the parties agree to cooperate in expediting the resolution of all grievances within the semester in which they are filed, or as soon as possible thereafter.

#### **ARTICLE V - VACANCIES AND POSTINGS OF FULL-TIME FACULTY, PROFESSIONAL AND ADMINISTRATIVE OPENINGS**

The college will continue to post and recruit for full-time faculty vacancies through policies and procedures consistent with applicable laws and regulations, and to give appropriate consideration to adjunct faculty members who apply for available positions if they meet the posted qualifications. Adjunct faculty members who are registered on the college-provided electronic mailing list will receive notices of all vacant positions at the college.

#### **ARTICLE VI - EVALUATION**

##### **A. General principles**

1. Adjunct faculty evaluation has two purposes:
  - a. to help adjunct faculty members identify, achieve and maintain high standards of professional performance, for the benefit of students, the individual adjunct faculty member, the adjunct faculty as a whole, the college and the community.
  - b. to support decisions on matters such as reappointment and promotion.
2. Adjunct faculty members shall be evaluated in accordance with their assigned responsibilities during the evaluation period.
3. The private and personal life of an adjunct faculty member is not within the appropriate concern or attention of one's evaluators or the Board.

##### **B. Visits**

An indispensable component of each adjunct faculty member's evaluation is the direct observation of performance by administrators and/or full-time faculty members.

1. Definition
  - a. A formal evaluation visit consists of attendance by one or more evaluators for the purpose of observing an adjunct faculty member in the conduct of his or her assigned responsibilities, and documenting the observation for the member's official personnel record. Usually, this consists of attendance for approximately fifty minutes at a single meeting of a lecture, classroom, seminar, laboratory, studio or clinical class.
  - b. Nothing in this article is intended to discourage any adjunct faculty member from inviting or arranging informal, undocumented class visits for any appropriate educational purpose, specifically including the purpose of improving instruction. Such visits may be requested via the division dean/supervisor, the assigned full-time faculty liaison, or the Academic and Student Affairs office.
2. Procedures
  - a. The division dean, department chair, course/area coordinator or assigned adjunct faculty liaison will normally schedule a formal evaluation visit during each adjunct faculty member's second semester of employment (first semester in the unit), and periodically thereafter.
    - i. Additional visits may be scheduled if an adjunct faculty member is teaching in more than one discipline or division, or if a visit indicates a need for follow-up.
    - ii. Any adjunct faculty member is free to request additional formal evaluation visits.

- b. A visit may occur at any time during the year when the adjunct faculty member is fulfilling an instructional assignment at the college.
- c. The adjunct faculty member shall be informed of each scheduled formal evaluation visit at least twenty-four (24) hours\* in advance. Should a visit be scheduled when an examination or other activity not conducive to effective evaluation has been planned, the visit shall be rescheduled.
  - \* *The Vice President for Academic Affairs may authorize exceptions to this advance notice requirement for appropriate cause, and shall advise the Federation President in writing of the specific justification for any such exceptions.*
- d. The forms to be used for formal evaluation visits are selected by the Vice President for Academic Affairs in consultation the President of the Federation. Individual adjunct faculty members are encouraged to provide suggestions for improving evaluation forms at any time.
- e. Prior to any scheduled formal evaluation visit, the adjunct faculty member is encouraged to provide the visitor with preliminary information that will enable the visitor to understand the objectives of the class session and how the observed session fits into the context of the course.
- f. The adjunct faculty member shall have the opportunity to meet with the visitor for the purpose of discussing the visit within ten (10) days of the visit. If the adjunct faculty member or the visitor is unable to meet within ten days because of illness, family emergency or other good reason, the meeting shall be held as soon as both parties are able to attend. The visitor shall provide the adjunct faculty member with a written report on the visit, normally within one week after each formal evaluation visit. The adjunct faculty member shall have the opportunity to discuss its contents with the evaluator, normally within one week after receiving the report. Within one week after such discussion, the visitor may choose to amend the written report and the adjunct faculty member shall have the opportunity to respond to the report in writing. In the personnel file, the adjunct faculty member's response (if any) shall be filed with the written report.

C. Student evaluation

Students who are served by an adjunct faculty member are entitled to comment upon that faculty member's performance and effectiveness. Two modes of student evaluation shall be used.

1. Unofficial student feedback

Each adjunct faculty member shall request unofficial student feedback from students at least once each semester. This request may use any written evaluation form which the adjunct faculty member desires; alternatively, the college will provide a supply of forms upon the request of the adjunct faculty member. This process shall be administered solely by the adjunct faculty member, and all direct feedback received shall be received by and disposed of by the adjunct faculty member as he or she deems appropriate, except that each self-evaluation (below) shall include a summary of the results of this feedback.

2. Official student evaluation

At his or her discretion, the responsible division dean or designee may require an official student evaluation. Forms to be used for formal student evaluation are approved by the Vice President for Academic Affairs in consultation the President of the Federation. The responsible supervisor will determine which form is to be used, which students are asked to participate, the procedure for the evaluation, and by whom it will be conducted. The supervisor (or designee) will provide a written summary of the results of the evaluation, respecting the confidentiality of individual student responses. Within one week after receiving the report, the adjunct faculty member shall have the opportunity to discuss its contents with the supervisor. Within one week after such discussion, the adjunct faculty member shall have the opportunity to respond to the report in writing. In the personnel file, the adjunct faculty member's response (if any) shall be filed with the written report. Independent student evaluations/comments should not be used as the sole criteria for the judgment of the abilities of adjunct instructors.

D. Peer evaluation

The evaluation process may also include peer evaluation. Upon reasonable request of an adjunct faculty member, an adjunct faculty colleague (selected by mutual agreement between the responsible supervisor and the adjunct faculty member) will conduct a visit evaluation (as per B. above) and/or provide written analysis of aspects of the individual's work of which the evaluator has direct knowledge.

E. Self-evaluation and supervisor's commentary

One of the essential characteristics of any professional educator is the extensive exercise of individual judgment in the shaping and conduct of one's work, within the context of applicable laws, institutional policies and procedures, and the standards of the profession.-Self-evaluation, therefore, can be an important component of a faculty member's evaluation record. Adjuncts are encouraged to submit self-evaluations.

1. If the responsible supervisor requires an official self-evaluation, or if the adjunct faculty member wishes to apply for promotion in academic rank, the adjunct faculty member shall submit a brief self-evaluation narrative which addresses his or her recent past and present performance of assigned teaching responsibilities.
  - a. The self-evaluation narrative must include a succinct but substantive summary of the results of unofficial written student feedback (see C.1 above) compiled since the most recent self-evaluation.
  - b. It should include a summary of how visits and other feedback received during the period assisted the individual to identify, achieve and maintain high standards of professional performance and to address areas needing attention.
  - c. It should also address succinctly how the individual maintains his or her professional vitality in the discipline in which he or she teaches, and should mention any relevant contributions the individual has made to the discipline, department, division, college, profession or community.
  - d. The self-evaluation narrative provides an opportunity to bring to the attention of the college areas of concern, both positive and negative, that may be of future value to the college, the division or unit and/or the individual.
2. Within two weeks after the deadline for receipt of the individual adjunct faculty member's self-evaluation, the supervisor (or designee) shall prepare a written commentary in response to the self-evaluation. Within one week of receipt of the supervisor's commentary, the adjunct faculty member will have the opportunity to respond to it in writing. In the personnel file, the adjunct faculty member's response (if any) shall be filed with the self-evaluation narrative and the supervisor's commentary.

#### **ARTICLE VII - PERSONNEL FILES**

- A. There shall be one official personnel file for each adjunct faculty member. A copy of the official file shall be kept at a location convenient to the adjunct faculty member and the College as established by the College. The location of the official file shall be made known to the adjunct faculty member and to the Federation.
  1. No material shall be placed in the personnel files unless the adjunct faculty member has received a copy.
  2. The adjunct faculty member shall have the right to answer in writing any material in his/her personnel files, and this answer shall be attached to the pertinent material and made a permanent part of the files.
  3. An adjunct faculty member may request a Federation representative to be present when he/she examines his/her personnel file or may authorize a Federation representative to examine the files on his/her behalf and to make copies of material in the file. Such authorization shall be in writing.

#### **ARTICLE VIII - CONDITIONS OF EMPLOYMENT**

- A. No adjunct faculty member shall be required to teach classes for less than the per-contact-hour salary for which he or she is qualified.
- B. Every reasonable effort will be made to consult with adjunct faculty members as to their interest in teaching assignments for approaching semesters. Particular adjunct faculty teaching assignments will then be confirmed as far in advance as possible, within the constraints of the college's contractual obligations to other employees and any last-minute adjustments to the schedule that are made in response to student enrollment or other appropriate reason. Notification of class cancellation or "bumping" by full-time faculty member must be no later than 24 hours before the first class meeting. The college will call and e-mail the adjunct if such a situation occurs. However, if the college neglects to do so, they will be obligated to pay the adjunct for that day's class meeting.

An adjunct faculty member bumped from a class assignment less than seven days before the scheduled commencement of the class will be compensated in the amount of fifteen (15) percent of the amount the adjunct faculty member would have been paid for the class. It is understood that this provision will not apply if the adjunct faculty member is given a replacement assignment.

- C. Any qualified adjunct faculty member who wishes to have teaching assignments in a coming semester shall make his or her preferences as to number and schedule of classes known as soon as possible, but no later than one month prior to the first day of classes for the semester. Those who make their preferences known will be given priority consideration (versus new adjunct faculty members) for available assignments, up to



50% of the normal semester workload established for full-time faculty. Among adjunct faculty members who are comparably interested and qualified, available assignments will be distributed as evenly as possible.

- D. If an adjunct faculty member has indicated a desire to teach more than 60% of the normal semester workload established for full-time faculty, and if in the judgment of the VP for Academic Affairs it is in the best interests of students and the college for that to occur, the VP for Academic Affairs may approve a semester workload not greater than 80%<sup>2</sup> of the normal semester workload established for full-time faculty. **Under no circumstances shall an adjunct faculty member accept a cumulative total MCCC work assignment (including any teaching and non-teaching assignments) which exceeds 80% of a full-time workload.**

<sup>1</sup> *If it should happen that applicable laws or regulations would impose upon the college the obligation to provide more employment benefits (than those contained in this agreement) to those employed at 80% of full-time, this limit will be lowered to the highest allowable level under applicable laws/regulations which would not impose such obligation.*

- E. In view of the unusually large and important responsibility for reviewing student writing assignments in English composition (all levels), qualified adjunct faculty members who are assigned such sections shall receive a 15% higher pay rate for these courses than they would otherwise receive.

Qualified adjunct faculty members who are assigned to Nursing clinical instruction shall receive a 15% higher pay rate for these assignments than they would otherwise receive.

- F. Adjunct faculty members who accept authorized non-teaching assignments, such as faculty members in English composition who participate (outside of scheduled class time) in departmentally scheduled group grading of final student writing assignments, shall receive a supplemental hourly payment at a rate equal to their semester-hour instructional pay rate divided by 25.

- G. The formulas (see Appendix A) established to calculate workload equivalencies for non-traditional teaching methods for full-time faculty members will also apply to adjunct faculty members. The college will confer with the Federation president prior to the conclusion of any agreement with the Faculty Association to modify any of these formulas.

The formula for Small Group Instruction is intended to serve as a minimum frame of reference; as appropriate, the division dean/supervisor and the individual may negotiate an intermediate workload allocation (between full compensation and the SGI formula) for an individual class.

- H. Each adjunct faculty member shall be available to confer outside of class with students enrolled in his/her classes, normally for one (1) hour per week for every three (3) class hours per week in "office hours" scheduled in a college-provided office or classroom contiguous with the scheduled class meeting time. Alternate plans for student availability may be approved by the responsible supervisor.

- I. Adjunct faculty are initially eligible for promotion to the next higher rank (Assistant Professor, Associate Professor, or Professor, whichever is applicable) after having taught a minimum of 90 credit hours at the college. Subsequently, adjunct faculty are eligible for promotion in 50 credit increments, i.e., after having taught an additional 50 credits at the college, per rank, with the final rank being Professor. Promotions under this clause are contingent upon excellent teaching evaluations.

In lieu of full-time teaching, appropriate recognition will be given to other relevant professional experience including adjunct teaching at other accredited institutions. Promotion shall not be automatic. In addition to minimum educational and length of service requirements, promotional decisions may also be based upon: (1) the extent to which the applicant for promotion has demonstrated outstanding achievement in activities related to his/her primary area of responsibility, professional growth and development, and voluntary college/student/community service; (2) student evaluations; and (3) an attained level of achievement and excellence consistent with those who currently hold the rank for which application is made.

Adjunct faculty can seek promotion to the next higher adjunct rank (i.e., Assistant Professor, Associate Professor, or Professor) by submitting an Adjunct Faculty Promotion application to their respective Dean no later than May 1 preceding the start of the academic year in which the promotion, if granted, would be effective.

- J. If the division administrator has reason to believe that an adjunct faculty member's performance during the course of a semester is less than acceptable, the adjunct faculty member shall be contacted to discuss the situation. As provided in Article III Section D, the adjunct faculty member is entitled to invite a representative of the Federation into any such discussion. The administrator's chief obligation is to give highest priority to the learning needs of the enrolled students.

If the administrator's concerns pertain to teaching methods and effectiveness, a classroom visit evaluation shall normally be conducted, leading to specific suggestions for improvement. If, in the administrator's judgment, the needs of the students require that the class be reassigned to another instructor, the college shall (except in a case of gross negligence) pay the adjunct faculty member for all classes taught thus far, plus an additional 20% (with the total not to exceed 100%) of the normal total pay for that course.

- K Adjunct faculty required to make additional field experience visits to a student's place of employment, with the approval of the Dean, because the student has failed to meet his or her requirements shall be paid at the contractual rate. Payment shall be made for travel time but not mileage.
- L All compensated course development for distance education requires preapproval by the Dean and shall be completed within guidelines and standards approved by the Vice President for Academic Affairs. Adjunct faculty will be compensated for online course development as indicated in the table below.

	<b><u>Compensation For Development of Online Course</u></b>
<b>Original course material</b>	<u>1.00 x the number of online course contact hours</u>
<b>Adaptation of publisher-designed course material or course designed by another faculty member</b>	<u>0.75 x the number of online course contact hours</u>

By accepting the workload credit in this section, the adjunct faculty member agrees that the materials developed shall be jointly owned by the individual and the Board. An adjunct faculty member may, by developing and offering original course materials without receiving the above workload credit, retain individual ownership of those materials.

#### **ARTICLE IX - BENEFITS**

- A. All newly hired adjunct faculty members shall be enrolled in the New Jersey Alternate Benefits Plan (ABP) retirement system and its associated Life Insurance program, and the Board shall pay any required employer contributions for such enrollment, according to applicable statutes. Adjunct faculty members already enrolled in the New Jersey Public Employees Retirement System (PERS) may remain enrolled in PERS and the Board shall pay any required employer contributions for such enrollment, according to applicable statutes.
- B. Adjunct faculty members shall have the option to enroll through the college, at their own cost, in a State-sanctioned medical insurance program, should such become permissible.
- C. If an adjunct faculty member has been employed by the college for a minimum of two (2) successive semesters (Fall/Spring or Spring/Fall) with a course load of at least six (6) hours per semester and continues to be so employed, that adjunct faculty member and/or his/her spouse and/or dependent children (as defined by the Internal Revenue Service code of the United States) may attend for credit (i.e., not for audit) regular credit courses offered by the college, on a space-available basis, without payment of tuition and fees, up to six (6) credit hours each academic semester (Fall, Spring or Summer), not to exceed twelve (12) credit hours total for the family in a given academic year (Fall + Spring + Summer). However, such individuals are responsible for Board-determined fees in excess of \$125 which are associated with selected courses (automotive technology, flight and music, etc.).
- D. Adjunct faculty members shall upon request be issued a recreation pass providing free access to the fitness center and pool in accord with the schedules and procedures that apply to full-time faculty members.

#### **ARTICLE X - RELEASED TIME AND LEAVES**

- A. Adjunct faculty members are paid for meeting all responsibilities associated with assigned courses, normally including attendance at all scheduled class sessions.
- B. Each absence and anticipated absence must be reported to the division dean/supervisor (or designee) as soon as possible. Only the division dean/supervisor (or designee) may authorize official cancellation of a class meeting. If an adjunct faculty member cancels a scheduled class without such reporting and authorization, the absent faculty member's payment for the course shall be reduced on a pro-rated basis based upon the number of instructional hours missed.

The college's goal is to work out compensatory arrangements with the adjunct faculty member which, in the opinion of the division dean/supervisor (or designee), provide students with service equivalent to the full course as originally scheduled. This may be accomplished through adjusting the schedule for the remaining classes, through assigning a substitute or compensatory instructor, or by other approved means. For up to 1/15<sup>th</sup> of each semester's scheduled class hours, the adjunct faculty member's payment shall not be reduced as a result of absence only due to illness, bereavement, religious observance, or personal reasons. For additional absences and/or absences for other reasons, the absent faculty member's payment for the course shall be reduced on a pro-rated basis based upon the number of instructional hours missed.

The provisions of this Section B. shall be operative only if the adjunct faculty member has notified the Dean that the adjunct faculty member will not appear to conduct a class at least two (2) hours prior to the scheduled commencement of said class. The Dean may waive the two (2) hour requirement for good cause shown.

**ARTICLE XI - PAY RATES**

A. Pay rates per semester instructional hour (or equivalent) for teaching in credit courses shall be as follows:

<b>Effective</b>	<b>Instructor</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
Fall 2013	\$732	\$757	\$780	\$804
Fall 2014	\$743	\$768	\$792	\$816
Fall 2015	\$758	\$784	\$808	\$832

B. Pay rates per semester instructional hour (or equivalent) for teaching in credit courses shall be \$60 higher than those listed above for any adjunct faculty member who has achieved "Senior" status in his/her rank by having taught at least 60 semester hours at the college with distinction (50 semester hours for English Composition or Nursing instructors), as determined by the Vice President for Academic Affairs upon recommendation of the responsible division administrator.

C. All adjunct bargaining unit members shall be paid according to an annually published schedule.

D. Paychecks may be direct-deposited or accepted in person at a location on campus designated by the Vice President for Administration, by choice of the adjunct faculty member. The adjunct faculty member shall inform the College of his/her choice of payment. Adjunct faculty may verify amounts direct-deposited to their bank account through the employee computer portal, but will not receive written notice of such deposits.

E. Compensation for voluntarily teaching in non-credit training, community service or children's programs will be at a rate determined by prior individual agreement with the responsible office.

F. The Board reserves the right, at the discretion of the President, to compensate individual adjunct faculty members at a rate higher than that established in A and B above. Upon request of the Federation President, the Vice President for Academic Affairs will provide the supporting rationale for any such exceptions.

**ARTICLE XII - MISCELLANEOUS**

A. Application and distribution of the Agreement:

1. This agreement shall supersede any rules, regulations or practices of the Board or any individual contracts which are contrary to or inconsistent with its terms.
2. Copies of this Agreement shall be distributed no later than the first week of classes each semester to all adjunct faculty members who become represented by the Federation. The Adjunct Faculty Handbook shall be available on the first day of classes each year.
3. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid. All other provisions or applications shall continue in full effect.

Appendix A

**Workload equivalencies for non-traditional teaching methods**

(In effect as of Fall 2003)

<b>Method</b>	<b>Workload equivalency</b>	
Large lecture (95 or more)	1.5 workload hours per class hour	
Small Group Instruction	1 workload hour per 15 student contact hours	
Supervision of Independent Study	1 workload hour per 30 student credit hours	
Telecourses	For up to 30 students in a section, 1 semester contact hour per 30 student credit hours. For students beyond 30 enrolled, 1 semester contact hour per 50 student credit hours.	
Online courses	For up to 24 students in a section, semester contact hour workload credit equal to the credit value of the course. For students beyond 24 enrolled, 1 semester contact hour per 24 student credit hours. For the extraordinary preparation required for a faculty member's initial assignment to teach an approved online course (or a course in which some of the traditional instructional hours are replaced by an online component), the faculty member shall receive additional workload credit based upon the number of online course contact hours as indicated below <sup>1</sup> :	
Allied Health (other than Nursing) Clinical Supervision	First 5 students in a course	1 semester contact hour per 5 semester student work days
	Next 5 students in the course	1 semester contact hour per 10 semester student work days
	Additional students	1 semester contact hour per 15 semester student work days
Supervision of Cooperative Education/ Field Experience	1 workload hour per 20 student work days	
Multi-site "telelinked" sections via Interactive Television (combined enrollment of 15 or more)	<p>a. <i>Initial course offered on the system by a given adjunct faculty member (including all necessary training):</i> 5/3 times the normal number of semester contact hours for the course.</p> <p>b. <i>Initial offering of another course on the system by an adjunct faculty member who has previously offered one or more courses on the system:</i> 3/2 times the normal number of workload hours for the course.</p> <p>c. <i>Subsequent offerings of any course previously taught on the system by a given adjunct faculty member:</i> 4/3 times the normal number of workload hours for the course.</p>	
<sup>1</sup> [Credit for online course preparation]	<i>Faculty member teaching online for the first time</i>	<i>Faculty member who has previously taught online</i>
<i>Original course material</i>	1.00 x the number of online course contact hours	0.75 x the number of online course contact hours
<i>Adaptation of publisher-designed course material or course designed by another faculty member</i>	0.75 x the number of online course contact hours	0.50 x the number of online course contact hours

Appendix B

**Academic Rank**

A. Minimum eligibility requirements for Academic Rank

<i>Rank</i>	<i>Academic preparation</i>	<i>Experience</i>
Instructor	Master's degree or equivalent	None required
Assistant Professor	Master's degree + 15 post-master's credits related to the position or toward a doctorate, or equivalent	Five (5) years of full-time college teaching or equivalent
	Doctorate <u>or</u> Master of Fine Arts degree <u>or</u> master's degree + 30 post-master's credits related to the position or toward a doctorate, or equivalent	None required
	Nine (9) years of service to MCCC at the rank of Instructor	
Associate Professor	Master's degree + 30 post-master's credits related to the position or toward a doctorate, or equivalent	Seven (7) years of full-time college teaching or equivalent
	Master of Fine Arts degree <u>or</u> doctorate, or equivalent	Five (5) years of full-time college teaching or equivalent
	Nine (9) years of service to MCCC at the rank of Assistant Professor	
Professor	Doctorate or equivalent	Eight (8) years of full-time college teaching or equivalent
	Nine (9) years of service to MCCC at the rank of Associate Professor	

B. Equivalencies

<i>Requirement</i>	<i>Equivalencies</i>
Master's degree	<ul style="list-style-type: none"> <li>• A bachelor's degree and/or two years of relevant business or field experience may be acceptable substitute in certain specialized fields, at the discretion of the College. This is above and beyond the experience requirements.</li> </ul>
Master's degree + 15 post-master's credits related to the position or toward a doctorate	<ul style="list-style-type: none"> <li>• At the discretion of the Board, a master's degree + two or more years of relevant business, industrial, artistic or teaching experience beyond that required to meet experience requirements.</li> </ul>
Master's degree + 30 post-master's credits related to the position or toward a doctorate	<ul style="list-style-type: none"> <li>• A second master's degree</li> <li>• Licensure as a P.E., R.A., or C.P.A.</li> <li>• Certification as a C.D.P. or FAA Air Transport Pilot</li> <li>• At the discretion of the Board, a Master's degree + four or more years of achievement in research, publication or other professional practice other than teaching, beyond what is needed to meet experience requirements.</li> </ul>
Doctorate	<ul style="list-style-type: none"> <li>• In fields where a doctorate is unusual or typically not available, a Master of Fine Arts degree or any of the master's degree + 30 credit equivalencies are acceptable, if accompanied by at least three years of additional achievement in research, publication or other professional practice beyond teaching which, in the opinion of the Board, is comparable to the production of a doctoral thesis.</li> </ul>
Full-time college teaching experience	<ul style="list-style-type: none"> <li>• Two years of full-time high school teaching, business or other professional experience related to the position may be equated to one year of full-time college teaching.</li> <li>• Equivalencies notwithstanding, at least four years of service to MCCC at the prior rank are required for promotion to either Associate Professor or Professor.</li> <li>• "Teaching" as used in this Article embraces library service for librarians and counseling service for counselors.</li> </ul>

**Duration of the Agreement**

This agreement shall commence upon ratification by both parties and shall expire on June 30, 2016. Pay rates shall be retroactive to the start of the Fall 2013 semester.

This agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties and obligations of the Board, the Federation, and the employees in the bargaining unit. In the event that any provision of the Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this agreement shall continue in effect.

This agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 123, P.L. 175 of the State of New Jersey.

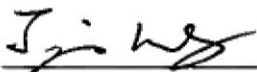
This agreement is subject to the Federation's right to negotiation over a successor agreement in accord with procedures established under Chapter 123, P.L. 175, with negotiations commencing no later than January 31, 2016.

This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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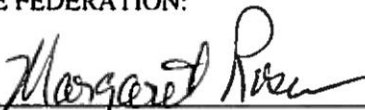
This agreement has been duly ratified by the Mercer County Community College Chapter, UAFNJ and by the Board of Trustees of Mercer County Community College on April 23, 2015.

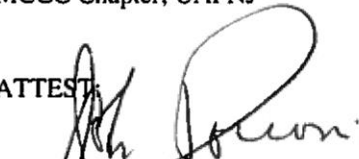
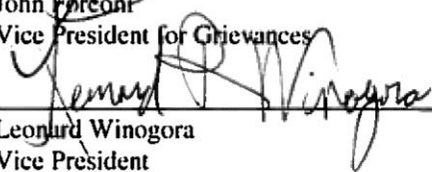
FOR THE BOARD:

  
\_\_\_\_\_  
Jianping Wang, President  
Mercer County Community College

ATTEST:  
  
\_\_\_\_\_  
José A. Fernández  
Executive Dir. Compliance and Human Resources

FOR THE FEDERATION:

  
\_\_\_\_\_  
Margaret Rosen, President  
MCCC Chapter, UAFNJ

ATTEST:  
  
\_\_\_\_\_  
John Forconi  
Vice President for Grievances  
  
\_\_\_\_\_  
Leonard Winogora  
Vice President