



PRESIDENT'S MESSAGE

by Nicholas C. Yovnello

We have two tentative agreements that deserve resounding "yes" votes

Full-Time/Part-Time Agreement

The salary guide for the fulltime/part-time unit will go up by an average of 11.5% over the four years of the contract. Depending where you are on the salary guide, your salary may increase as much as 16% to 35%.

Substantial gains were made for librarians. They move closer to full faculty status and three of their four titles received a two-range salary upgrade.

Professional staff in the lowest title, Program Assistant, were advanced one salary range, which represents a step toward abolishing this title and making the entry level range 17. Professional staff in the highest titles—Administrative Assistant I, Professional Services Specialist I, and Assistant Director I—are no longer shut out of Performance Based Promotions; if promoted, they will receive a two-range salary increase.

There are other notable gains:

- Overload and summer rates will go up substantially over the life of the agreement.
- The Career Development/Tuition Reimbursement "pot" has been increased for the first time in years.
- Your rights with respect to Intellectual Property have been contractually recognized.
- Guidelines for Online Courses have been set.

- Stricter safety language has been included.
- Language spelling out your rights with respect to discipline, liability claims indemnification and Supplemental Compensation on Retirement (librarians and professional staff) has been added to the agreement.
- Part-time faculty will now be evaluated in the same manner as full-time faculty.

Increases in health benefits costs were limited. The Presidents were thwarted in their attempt to do away with quasi-tenure for professional staff. Their drive to institute annual evaluations for professional staff on multi-year contracts was also limited. The Council also quashed the Presidents' demand that faculty participate in advisement and registration in August without additional compensation.

Adjunct Faculty Agreement

A 35.7% increase in per credit compensation over the life of the agreement is the highlight of the new agreement. For the first time, the Union achieved recognition of seniority in the form of differential pay for those with more than 15 semesters of service.

Other highlights in the adjunct faculty agreement include:

- New articles on Employee Rights and Adjunct Faculty Workload.
- Stronger safety language.



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- Information on liability claims indemnification and the deferred compensation program.
- "Day one" eligibility for membership in the adjunct faculty unit, which entitles adjunct faculty to union representation the moment they arrive on campus.

Health Benefits. The Governor signed A3424 on September 4, 2003. Now that this bill is law, we will be able to pursue our plan to have the State defray the part of the premium during the next contract negotiations (See Page 12).

Both contracts will be retroactive to July 1 for twelve-month employees and September 1 for ten-month employees and adjunct faculty.

The Elections Division of the American Arbitration Association (AAA) will conduct the ratification. The AAA has a long history of handling various kinds of union votes, including elections and contract ratifications. The AAA will mail each unit member a packet that will contain ballot materials and information on how to vote on the contract. **Look for it!**



Tentative Agreement Reached in Both Full-Time/Part-Time and Adjunct Units

American Arbitration Association to conduct ratification votes by mail

Highlights of the Full-Time/Part-Time Settlement

- Four-year contract
- Salary

Year 1	7/03- 6/04	No increase
Year 2	7/04- 6/05	2.9% increase
Year 3	7/05- 1/0/06	2.0 % increase
	1/06- 6/06	2.0% increase
Year 4	7/06 –12/07	2.25% increase
	1/07 – 6/07	2.35% increase

12th step beginning 7/1/06 added to all ranges with a 24-month eligibility requirement; i.e., 24 months in Step 11

- **Health Benefits**

The health benefits package is the same as that in the other State employee contracts. There is still no charge for NJPLUS and the premium sharing for the HMOs and the Traditional Plan remains the same. Traditional Plan deductibles will increase to \$250, HMO and NJPLUS co-payments for office visits will be \$10, Retail Prescription co-pays will be increased to \$10 for name-brand drugs and \$3 for generic drugs and mail-order co-payments will be \$15 for name-brand and \$5 for generic drugs.

- **Overload Compensation**

Over the life of the contract the per credit rate for those in the upper ranks will increase by 31.3 percent while others will receive increases amounting to 33.3 percent.

- **Summer Session Compensation**

Professors and Associate Professors will see an increase of 28.1% in the per credit summer rate; others will receive a 30% increase.

- **Career Development Funding**

For the first time in years, money was added to the Career Development/Tuition Reimbursement "pot." The statewide amount is now \$350,000, up from \$300,000.

- **Professional Staff**

Effective July 1, 2004, employees in the titles Professional Services Specialist I, Assistant Director I and Administrative Assistant I are now fully eligible for the Performance Based Promotion Program. If promoted, their titles will remain the same but they will receive a two-range salary increase. On the same date, professional staff who are at range 16 (Program Assistants) will be upgraded to salary range 17. Demands by the Presidents to impose annual evaluations for professional staff on Multi-Year contracts on additional campuses were rebuffed as was the Presidents attempt to take away the quasi-tenure rights of professional staff on multi-year contracts.

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Highlights of the Adjunct Faculty Settlement

- Four-year contract
- Salary

The minimum employee compensation per credit hour is as follows: Effective September 2005, adjunct faculty who have taught sixteen (16) or more semesters will receive an additional \$25 per credit.

Date	1-15 semesters	16+ semesters
September 2003	\$700	\$700
MSU/Rowan	\$750	\$750
January 2004	\$750	\$750
September 2004	\$800	\$800
January 2005	\$825	\$825
September 2005	\$850	\$875
January 2006	\$900	\$925
September 2006	\$925	\$950
January 2007	\$950	\$975

- **Employee Rights**

A new article containing employee rights has been added. It provides for procedures for applying for vacancies, issuing identification cards, and language on the adjunct faculty's rights where choice of texts is concerned. Now that this new article exists, we will be adding more subjects to it in future contracts. Our goal is to achieve parity with the full time faculty in this area.

- **Adjunct faculty workload**

This is another new article. It sets forth the rules on defining teaching credit hours. The language of this article will assure that colleges/universities do not exploit adjunct faculty by assigning them too few credits for the classes they teach. It also provides for equity in the assignment of student teaching duties with respect to travel time and distance.

- **Safe Conditions**

A new paragraph was added to this article to assure that the colleges/universities are bound by New Jersey's safety and health requirements as set forth in the Public Employee OSHA Act.

- **Deferred Compensation Plan and Liability Indemnification**

Descriptions of these programs were added to the agreement in order to inform adjuncts of their rights in these matters. The Deferred Compensation Plan permits employees to defer a portion of their salary to a tax-exempt plan run by the State.

- **Liability Claims Indemnification**

Provides for the defense of employees who are charged with acts of omission or commission in connection with their employment. For example, should a student sue a faculty member over a grade and the grade is justifiable, the Attorney General would defend him or her. If a student slips and falls in the classroom or has an-

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Highlights of the Full-Time/Part-Time Settlement

(Continued from page 1)

- Librarians

They moved a step closer to restoration of full faculty status. There is now a complete set of concurrent academic ranks for librarians: Professor in the Library, Associate Professor in the Library, Assistant Professor in the Library and Instructor in the Library. Except for the Instructor/ Librarian III, all Librarian titles will be upgraded by two salary ranges on July 1, 2004.

- A. Harry Moore teachers

Payment for AHM teachers who supervise student teachers and oversee junior practicum was advanced to \$150 and \$100 respectively.

- Copyright Ownership (Intellectual Property)

The Council achieved a groundbreaking agreement to protect employees' intellectual property rights. Agreements now in effect at other institutions of higher education are often convoluted and afford the Administration too many rights. We feel our agreement is clear, simple and provides solid protections in this area.

- Online Courses

This agreement is also an important first. It provides for assistance to those developing courses and establishes rules for compensation in the form of either released time or course credits.

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- Liability Claims Indemnification

Provides for the defense of employees who are charged with acts of omission or commission in connection with their employment. For example, should a student sue a faculty member over a grade and the grade is justifiable, the Attorney General would defend him or her. If a student slips and falls in the classroom or has another similar accident, the State would defend the employee so long as the employee did not contribute to the accident.

- Discipline

In the event that a college/university acts to discipline an employee, the employee must follow rules that are set forth in this new article. It reflects the decisions of the courts as to employees' rights with respect to discipline.

Highlights of the Adjunct Faculty Settlement

(Continued from page 1)

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- PERS

Adjunct faculty members will see their contribution rate go from 3% to 5%. This increase is based on a change in the law and is part of all other state employee contracts.

- No Wait to become Bargaining Unit Member

Adjunct faculty will no longer have to wait a semester before joining the bargaining unit. The State finally recognized that this provision was counterproductive and needlessly complicated record keeping. Faculty will be represented from day one of their employment and may join the Union as soon as they arrive on campus.

VOTE YES!

It's Your Contract

Overall Defeat of State College/University Presidents' Demands

As they have done ever since the Union was formed, the Presidents did their best to secure give-backs and extend management's rights.

Happily, they were not very successful.

Here's what they wanted and did not get:

- An end to the just cause provision governing the renewal of contract for professional staff on multi-year contracts;
- Annual evaluations for professional staff on multi-year contracts on those campuses where these evaluations do not now exist;
- Nullification of all local agreements that conferred benefits greater than those established in the master contract;

- A provision requiring faculty members to perform duties up to one week prior to the start of classes without additional compensation;
- The right to appoint Assistant Professors above scale in a sort of "super-Assistant" category.

Here's all they got:

- They asked for the right to hire up to 5% of the faculty on terminal contracts of up to three years in duration. The Union limited this to 3% and required that each college/university keep the Union informed of such hiring so that the Union could monitor the situation for abuses.
- The State did get several changes to contract language that amounted to clarifications and updates of practices. That's it!

Text of the 2003-2007 Tentative Agreement for Full-Time/Part-Time Employees

(Where no entry appears, the 1999-2003 Agreement will continue unchanged except in non-substantive details such as date changes, names of the institutions, etc. Additions to the text are in bold-faced type. Where helpful for clarification, deletions are included in brackets.)

ARTICLE I. RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the State Colleges/Universities hereby recognize the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing all nine State Colleges/Universities, the composition of which is described as follows:

Included:

1. Teaching and/or research faculty
2. Department chairpersons
3. Administrative staff (non-managerial)
4. Librarians
5. Student personnel staff
6. Demonstration teachers
7. Demonstration Specialist—A. Harry Moore School
8. Professional academic support personnel (holding faculty rank)
9. Part-time personnel employed in categories 1-8 above who (a) are employed in regular, recurrent positions, (b) work at least half of a full load, and (c) are employed on either a one-year contract or on at least a second half-year contract occurring during any two consecutive academic years.
10. Members of the State Colleges/Universities Unit who teach summer session. (Inclusion of such employees in the negotiations unit shall not in any way alter the current rights, benefits or duties of such employees except as specifically indicated in this Agreement.)

Excluded:

1. College/University President and Vice President
2. Deans, Associate and Assistant Deans and other managerial executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, food service, etc. staff
6. ~~Adjuncts~~ **Adjunct Faculty** and academic specialists
7. Graduate assistants
8. All others

B. *No Change*

ARTICLE II. NON-DISCRIMINATION

A. Change first paragraph to read:

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees. The STATE and the UNION agree that there shall be no intimidation, interference, or discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, physical handicap, or political activity, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE VI. DUES DEDUCTION

Sections A. 1. Through 3. - *No change*

4. In the event that a College/University receives a dues deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next dues deductions are sent to the Local UNION.

B. *No Change*

C. *Political Check-Off*

Pursuant to legislation, the State shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the negotiations unit a sum specified by the UNION and not to exceed the limits prescribed by law, for the purpose of contributing to the UNION Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the negotiations unit.

The fee deductions referred to above shall be forwarded to the Local UNIONS promptly and in accordance with the provisions of applicable law. **In the event that a College/University receives a COPE deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next COPE deductions are sent to the Local Union.**

ARTICLE VII. GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary information, material and documents concerning any grievance shall be provided by the UNION and the STATE upon written request to the other within a reasonable time which, where practicable, will not exceed fifteen (15) working days. This entitlement does not include the use of written questions directed to individuals where the relevant and necessary information sought can be asked of witnesses or the management representative at a grievance hearing.

1. The following procedure, which may be initiated by an employee and/or the UNION acting as his or her representative, shall be the sole and exclusive means of seeking adjustment and settling grievances (except as provided in Article XII).
2. A copy of any grievance filed by an employee independently of the UNION under the State Colleges/Universities Agreement shall, upon receipt, be transmitted to the UNION by the College/University.
3. **The UNION shall have the right to be present at a Step 1 grievance hearing where an employee wishes to process a grievance on his or her own behalf.**

[3] 4. Whenever any representative of the UNION or any employee is mutually

scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

Sections B-D *No Change*

Sections E4 and F to new article below.

Sections E1-3 and G-K *No Change*

NEW ARTICLE - DISCIPLINE

1. The discharge or suspension of employees during the term of a one-year appointment or a **faculty member** on an initial two- or three-year appointment or a re-appointment shall be grievable **in accordance with the procedures set forth in Article VII** to advisory arbitration. In the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the College/University. **This provision shall apply to employees on multi-year contract who are suspended.**
2. **The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as a result of information obtained from the interview, the employee may request a Union representative. If so requested, the Union representative shall be permitted to be present. The Union representative shall be permitted to attend as a witness. The Union representative may advise and counsel the employee by clarifying confusing and misleading questions.**
3. **In the event a charge of misconduct is made by a College/University against an employee, and if he/she so requests, the employee shall be entitled to a representative of the Union during any investigatory interview(s) concerning such charge. The Union representative shall be permitted to attend as a witness. The Union representative may advise and counsel the employee by clarifying confusing and misleading questions. There shall be no presumption of guilt.**
4. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this Agreement.

ARTICLE VIII. UNION-EMPLOYER INFORMATION EXCHANGE

A. The UNION agrees to furnish to the Office of Employee Relations a complete list of all officers and representatives of the UNION, including titles, addresses and designation of responsibility, and to keep such list current. The same information with respect to Local UNION officers must be provided by the Local UNION to the College/University President. The UNION will also provide copies of its constitution and by-laws or other governing articles and will keep these current.

B. Each State College/University agrees to furnish to the UNION the names and addresses of all members of its board of trustees and to keep this list current.

C. ~~The STATE~~ **Each College/University** agrees to furnish to the UNION **and the Local UNION** by October 15 and March 15 of each year a register of the employees covered by this Agreement. The register shall be provided ~~both in written form on computer disk or by e-mail in digital form transmitted by e-mail. [The disk shall contain]~~ The information shall be in the form of an Access file or an Excel file, ~~[or a delimited text file]~~ with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Title
8. Salary Range
9. Salary Step
10. Annual Base Salary
11. Department
12. FTE
13. **Sabbatical Leave**
14. **Leave without Pay**
15. Health Plan Option
16. **Date of Hire**

[A separate list of employees on sabbatical shall be provided both in written form and on computer disk or by e-mail.] **Each College/University agrees to furnish the following information to the Local UNION by January 30 and July 30 each year.**

1. **New Hires**
2. **Separations**
3. **Promotion, Range Adjustments, Performance Based Promotions**
4. **Reclassifications**
5. **Change in Unit Status**

The STATE Each College/University further agrees to provide the UNION with the job description of each member of the professional staff covered by this Agreement within two (2) months of the signing of this Agreement, and shall provide an updated job description to the UNION within forty-five (45) days after any substantive change. Job descriptions provided to the Union pursuant to this section shall include both local title, if one exists, and generic title.

Sections D. & E. *No change*

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Full-Time/Part Time Agreement

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Article XI. EMPLOYEE RIGHTS

C. Summer Session

6. The summer session rate per semester hour credit for the State College/University employees shall be as follows:

Rank	2003	2004	2005	2006
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library), Librarian I (Assoc Professor in the Library)	\$800	\$900	\$950	\$1025
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library), Librarian III (Instructor in the Library)	\$750	\$850	\$900	\$975
Professional Staff	\$750	\$850	\$900	\$975

(NEW SECTION)

Commencing September 1, 2005, each College/University shall provide each employee with an annual written update on or about September 30 of each year. The update shall contain the following information as appropriate:

1. Date of Hire
2. Anniversary Date
3. Date of last promotion and/or reclassification
4. Tenure date/Multi-year contract including expiration
5. Range and Step
6. Date eligible for next sabbatical
7. Accrued sick leave
8. Accrued vacation leave

ARTICLE XII. FACULTY RESPONSIBILITIES

B. Teaching Responsibilities

Overload compensation shall be established at the following minimum rates per teaching credit:

Title	2003-04	Sept. 1, 2004	Jan. 1, 2005	Sept. 1, 2005	Jan. 1, 2006	Sept. 1, 2006	Jan. 1, 2007
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library), Librarian I (Associate Professor in the Library)	\$800	\$900	\$925	\$950	\$1,000	\$1,025	\$1,050
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$750	\$850	\$875	\$900	\$950	\$975	\$1,000
Professional Staff	\$750	\$850	\$875	\$900	\$950	\$975	\$1,000

ARTICLE XIII. APPOINTMENT AND RETENTION OF EMPLOYEES

B.4. Letters of appointment of employees initially appointed for two or three years shall state that the employee will be subject to the regular annual evaluation procedures as set forth in this article.)

Delete the paragraph above K on page 21 of Full-time Contract and combine below

B.4. Full-time faculty may initially be appointed for two or three years. The letter of appointment shall state that the faculty member will be subject to a performance review on an annual basis pursuant to normal reappointment review procedures in the normal evaluation cycle. Continued employment for the full term [initial] of the appointment is conditioned upon the faculty member meeting the performance standards [criteria] of the College/University. Recommendations for reappointment beyond the second or third year term will only be made in the reappointment year.

C, D, E, & F - No change

G. Individual letter of appointment and reappointment contracts for full-time employees shall be for a period of one (1) year, except for a) normal one semester appointments made at mid-year, b) one-semester appointments made pursuant to Section D above, c) "multi-year contracts" as provided in N.J.S.A. 18A:60-6, et

seq., as applied to professional staff and d) initial appointments for a period of two or three years pursuant to Sections B.4 and O. Election of non-tenured department chairpersons shall not convey employment beyond the letter of appointment and reappointment contract in effect.

H. & I. - No change

J. The procedures for appointment and reappointment of employees utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/University and the work unit. The current and applicable procedures including a statement of such criteria shall be provided in written form for the understanding of all affected employees. Reappointment procedures and notice requirements for full-time employees with less than three years service shall apply to part-time employees, with more than two consecutive years of service. For part-time employees with two consecutive years of service or less, the procedures in effect at the time of the execution of this agreement will apply. However, reappointment procedures and notice requirements applicable to part-time employees may be modified by agreement between the Local UNION and the College/University. If these procedures are not in written form, they will be reduced to writing and a copy will be provided to each affected employee.

K & L. - No change

M. Modify as follows:

Full-time employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them sixty (60) days notice. This termination is not a retrenchment within the meaning of the agreement (the administrative code) or statute, nor is it subject to such provisions. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding. Part-time employees on grants are not included in the Unit.

N. - No change

O. Each College/University shall have the discretion to establish two or three year non-renewable teaching appointments based upon criteria established by policy at each College/University. Such appointments shall not exceed five- three percent of the regular full-time faculty lines at the College/University. Each faculty member appointed pursuant to this section shall be evaluated annually using the normal evaluation procedures up to and including the first level of administrative review. Continued employment for the full term of the appointment is conditioned upon the faculty member meeting the performance standards of the College/University. Each College/University shall furnish the Union with a list of any faculty members appointed pursuant to this section no later than October 15 and February 15 of each academic year.

ARTICLE XIV. PROMOTION PROCEDURE

Change I.

The dates established in this Article (for the promotional process) and Section F may be changed by local agreement.

ARTICLE XV, RESIGNATION, REASSIGNMENTS, RETIREMENT

B. Combine Article XVI.C into Article XV.B and make the following modifications:

1. Reassignment is the movement of an employee from one job assignment to another or from one local title to another within such employee's (job classification) generic title (into another unit or department of the College/University) and within or between offices, divisions, branches or departments of the College/University. When an employee is reassigned such employee's salary shall not be reduced as a result of the reassignment below that which he/she would have received had he/she continued in his/her original position during the period of the employee's current employment contract.²

(5)2. The provisions of (this) sections 4 through 6, except for the requirement of consultation, shall apply to a librarian who is reassigned from one division, department or branch of the library to another and to a position requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position.

(6)3. The provisions of (this) sections 4 through 6, except for the requirement of consultation, shall also apply to a member of the professional staff who is reassigned from one administrative office (e.g., admissions, registration, EOF) to another and to a position requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position.

(+)-4. If a reassignment of a full-time (employee) faculty member is to be made between departments of a College/University each individual department shall be consulted regarding relevant departmental matters. The College/University shall then determine which (individuals) faculty members are qualified for reassignment and provide them with an opportunity to apply. The College/University will reassign one of the qualified applicants. If none of the qualified (employees) faculty members applies for reassignment, the College/University may reassign one of the qualified (individuals) faculty members on an involuntary basis.

(2)-5. A full-time (employee) faculty member who is reassigned between departments involuntarily shall be given one semester's advance notice except in unusual circumstances, but in no event shall such employee be given less than forty-five (45) days' notice. Part-time faculty who are reassigned involuntarily between departments shall be given ninety (90) days' notice except in unusual circumstances, but in no event shall they be given less than forty-five (45) days' notice.

(3)-6. A full-time (employee) faculty member who has been (involuntarily) reassigned between departments shall be given priority consideration for Career Development funds when such assistance is warranted in making a transition.

(4)-(Part-time professional staff employees and librarians may be moved during

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Full-Time/Part-Time Agreement

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their employment contracts within and between departments and from one job title to another.)

- ¹The term employee when used in this Agreement includes faculty, librarians, professional staff and demonstration teachers.
- ²This sentence was removed from Article XVIC and modified

ARTICLE XV. RESIGNATION, REASSIGNMENTS, RETIREMENT

C. Retirement

Conditions of retirement are set forth in the statutes governing the Teachers' Pension and Annuity Fund, the Alternate Benefit Program or the Public Employees' Retirement System, as may apply.

Effective July 1, 2004 the employee contribution to the Public Employees' Retirement System shall increase from 3% to 5%.

ARTICLE XVI

G. Reclassification

- 1. **A substantial increase in job responsibilities in an When the duties and responsibilities contained in the employee's local job description existing position held by an employee change to the extent that they are no longer similar to the duties and responsibilities set forth in the current generic job specification, this may make the position may be eligible for a position reclassification review. Professional staff employees may apply to the first level non-unit supervisor for a position reclassification whenever there their duties and job responsibilities have changed as set forth above. is a substantial increase in their assigned job responsibilities.**
- 2. No change to contract language

ARTICLE XVI. PROFESSIONAL STAFF

C. Delete and re-letter the Sections of this Article

Section C is now included as changed in Article XV.B1

ARTICLE XVII. LIBRARIANS

C. Concurrent Academic Rank

The following are the rank equivalencies for the Assistant Director of the Library and full-time Librarian I, Librarian II, and Librarian III.

State College/University Payroll Title	Concurrent Academic Rank
Assistant Director of the Library	Professor in the Library
Librarian I	Assistant Associate Professor in the Library
Librarian II	Assistant Professor in the Library
Librarian III	Instructor in the Library

ARTICLE XIX. HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, EYE CARE PROGRAM AND MAINTENANCE OF BENEFITS

A. The State Health Benefits Program is applicable to full-time employees covered by this Agreement.

- 1. The State Health Benefits Program includes Traditional Indemnity, Managed Care/Point of Service (NJ PLUS), and HMOs approved by the State Health Benefits Commission; employees will have the option on the open enrollment dates of selecting one plan. If both spouses are active State employees and eligible to participate in the State Health Benefits Program, the couple may choose only one HMO family policy.
- 2. a. The State of New Jersey Managed Care/Point of Service (NJ PLUS) will remain without any premium payment during the term of this Agreement.
 b. **Effective July 1, 2003, new employees are not eligible for coverage in the Traditional Plan. Employees hired prior to July 1, 2003, who elect coverage in the Traditional Plan, shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The premium sharing provisions set forth in the 1995 to 1999 Agreement for the Traditional Plan shall remain in effect through June 30, 2000.**
 c. **Effective July 1, 2000, employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The approved HMO Plans shall remain without any premium cost from July 1, 1999 through June 30, 2000.**
- 3. **Coordination of Benefits – If a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:**
 - a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.
 - b. Each qualified dependent is eligible for coverage under one parent only.
- 4. **Deductibles – Effective July 1, 2004, Traditional Plan deductible will increase from \$100 to \$250.**
- 35. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
- 6. **Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.**

7. Co-payments – Effective July 1, 2004, HMO/NJPLUS co-payments for primary and specialists increase from \$5.00 to \$10.00.

Sections B. & C. - No change

D. Prescription Drug Program

It is agreed that the STATE shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the STATE. It shall provide benefits to all eligible full-time unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the STATE from funds provided for the Program subject to a deductible provision **which shall increase effective July 1, 2004 to \$10.00 for name brand and \$3.00 for generic drugs. Mail order co-payment shall increase to \$15.00 for name-brand and \$5.00 for generic drugs.** The renewal of such prescription shall be subject to specific procedural and administrative rules and regulations, which are part of the Program. ~~which shall not exceed \$5.00 per prescription or renewal of such prescription unless otherwise provided by legislation and~~

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on its title page the joint STATE and UNION initiatives and participation in this Program. The authorization and identification card shall include the UNION identification and emblem(s). The UNION shall have the opportunity to attach an explanatory letter when such cards are delivered to the employees.

Section E. - No change

F. Eye Care Program

It is agreed that the STATE shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents (spouse and unmarried children under twenty-three (23) years of age who live with the employee in a regular parent-child relationship). The extension of benefits to eligible dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The Program shall provide for eligible full-time employees and eligible dependents as defined above to receive a \$35 payment for prescription eyeglasses with regular lenses and a \$40 payment for such glasses with bifocal lenses. **Effective July 1, 2005 the lens benefit will be increased by \$5.00 pursuant to the current bi-annual formula.**

Full-time employees and eligible dependents as defined above shall also be eligible for a maximum payment of \$35 or the cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist.

Proper affidavit and submission of receipts are required of the employee in order to receive payment. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period from July 1, 1999-2003 to June 30, 2004-5, and one payment for glasses and one payment for examination during the period from July 1, 2004-5 to June 30, 2003-7. The forms to be filled out by the employee for payment shall identify both the STATE and the Union, but shall be submitted directly to the College where the employee is employed.

Section G. No change

ARTICLE XXI. SALARY AND FRINGE BENEFIT AGREEMENT

FOR JULY 1, 1999-2003 TO JUNE 30, 2003-7

Subject to the STATE Legislature enacting appropriations of funds for these specific purposes, and consistent with SAC regulations applicable to these employees, the STATE agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

A. There shall be no increase effective July 1, 2003 There shall be a two and one-half percent (2.5%) across-the-board increase applied to the employee's current base salary effective on July 1, 1999 for 12-month employees and September 1, 1999 for 10-month employees:

B. There shall be a two and nine-tenth percent (2.9%) across-the-board increase applied to the employees current base salary on or about July 1, 2004 for 12 month employees and September 1, 2004 for 10 month employees. Effective for FY-2004 (which commences on July 1, 2000) there shall be a three and one-half percent (3.5%) across-the-board increase applied to the base salary in effect on June 30, 2000, for each employee covered by this Agreement. Two percent (2%) of the increase shall be paid effective on July 1, 2000 for 12-month employees and September 1, 2000 for 10-month employees. One and one-half percent (1.5%) of the increase shall be paid effective on or about January 1, 2001 for 12-month employees and on or about February 1, 2001 for 10-month employees.

C. There shall be a two percent (2.0%) across-the-board increase applied to the employees current base salary effective on or about July 1, 2005 for 12 month employees and September 1, 2005 for 10 month employees. Effective for FY-2002 (which commences on July 1, 2001) there shall be a four percent (4%) across-the-board increase applied to the base salary in effect on June 30, 2001 for each employee covered by this Agreement. Two percent (2%) the increase shall be paid effective on July 1, 2001 for 12-month employees and September 1, 2001 for 10-month employees. Two percent (2%) of the increase shall be paid effective on or about January 1, 2002 for 12-month employees on or about February 1, 2002 for 10-month employees.

D. There shall be a two percent (2.0%) across-the-board increase applied to the employees current base salary effective on or about January 1, 2006 for 12 month employees and on or about February 1, 2006 for 10 month employees.

E. There shall be a two and twenty-five hundredth percent (2.25%) across-the-board increase applied to the employees current base salary effective on or about July 1, 2006 for 12 month employees and September 1, 2006 for 10 month employees. Effective for FY-2003 (which commences on July 1, 2002) there shall be a four and one-half percent (4.5%) across-the-board increase applied to the base salary in effect on June 30, 2002 for each employee covered by this Agreement. Two percent (2%) of the increase shall be paid effective on July 1, 2002 for 12-month employees and September 1, 2002 for 10-month employees. Two and one-half percent (2.5%) of the increase shall be paid effective on or about January 1, 2003 for 12-month employees and on or about February 1, 2003 for 10-month employees.

E. There shall be a two and thirty-five hundredths percent (2.35%)

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Full-Time/Part-Time Agreement

(Continued from Page 5)

across-the-board increase applied to the employees current base salary effective on or about January 1, 2007 for 12 month employees and on or about February 1, 2007 for 10 month employees.

E F. The salary schedule shall be adjusted as set forth in Appendix V to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

FG. Normal increments shall be paid to all employees eligible for such increments according to the terms of this Agreement. **On or about July 1, 2006, there shall be a twelfth step added to all ranges. Employees who have been at the eleventh step of the same range for twenty-four (24) months or longer shall be eligible for movement to the twelfth step if warranted by performance.**

GH. The STATE shall fund the Tuition Reimbursement Program and Career Development Program set forth in Article XXVIII and Appendix II at \$300,000 \$350,000 for each fiscal year of this Agreement. Said funds shall be apportioned among the Colleges/Universities according to the number of members of the bargaining unit at each College/University as of the close of the preceding fiscal year. In each fiscal year a minimum of \$100,000 of said funds shall be reserved for the Tuition Reimbursement Program. Any unused Tuition Reimbursement monies shall revert to the Career Development Program.

Section H. to I. with no change

Section I relettered to J. with no change.

J K.1. Effective July 1, 1999, + The salary ranges for the 12-month faculty titles listed below will be as follows:

Assistant Professor - Ranges 22, 24 and 25

Associate Professor - Ranges 26, 28 and 29

Full Professor Ranges - 30, 32, 33 and X

Effective July 1, 1999, + The salary ranges for the 12-month faculty titles listed below will be as follows:

Assistant Professor - Ranges 25, 27 and 28

Associate Professor - Ranges 29, 31 and 32

Full Professor - Ranges 33, 35 and X

- The College/University may, at its discretion, hire faculty at any step of any salary range associated with any academic rank.
- The College/University may, at its discretion, increase the salary of any faculty member to any step of any range associated with his/her academic rank in response to a bona fide offer of employment or when it believes a bona fide offer of employment could be imminent because of recent achievements and/or other factors.
- There shall be a A Range Adjustment Program will be established at each College/University where full-time faculty are employed. Full-time faculty members who meet or exceed the merit-based criteria established for range adjustments are eligible to be considered for and may apply for a range adjustment within rank. The merit-based criteria will be established by the College/University and published for the understanding of affected employees. The procedures for consideration will be negotiated between the College/University and the Local UNION. The procedures for consideration utilized in the College/University, if universally applicable, or in a division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees.**
- Article VII of the Agreement shall apply to range adjustments under the same terms and limitations as such Article applies to faculty promotions.

Section K.relettered to L. with no change

Section L.relettered to M. with no change

ARTICLE XXVI. LEAVES OF ABSENCE

B. Modify as follows:

Any full-time employee on tenure or a multi-year contract may apply for a leave of absence without pay, not to exceed one (1) year. Such leaves may be extended on an annual basis for a period not exceeding two (2) additional years. Application for such leave, or extension thereof, shall be filed with the President of the College/University. **(who will transmit the application with his or her recommendation to the Board of Trustees.) Only positive recommendations by the President will be forwarded to the Board of Trustees for final action.** Under unusual circumstances as determined by the College/University, an employee on tenure or multi-year contract may be granted a leave without pay beyond the aforementioned three (3) years with the approval of the President **and final action by the Board of Trustees.**

ARTICLE XXIX. PERSONNEL FILES

A personnel file shall be maintained for each employee in accordance with the following procedures:

A. No Change.

B. No Change.

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with the employee's retention, dismissal, salary improvement, promotion, or tenure shall be transmitted to the employee immediately. A copy of other filed items, including all items submitted by the employee shall be made available to the employee upon request at the expense of the employee, **except for the first ten (10) pages each year, which shall be free of charge.**

D. Any item which deals specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the employee and which is to be relied upon in personnel actions shall be made available to the employee and a reasonable time provided for response. **The item and response shall be placed in the employee's personnel file.**

E-J. No Change

ARTICLE XXX. SAFE CONDITIONS

The College/University will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and

healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. This paragraph is not subject to the grievance procedure.

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated.

Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

Each College/University that has a safety committee that deals with safety issues affecting employees covered by this Agreement shall include as a member of that committee a designee of the UNION. This aforementioned right does not apply to safety committees created pursuant to other negotiated agreements.

ARTICLE XXXIV. MAINTENANCE AND IMPLEMENTATION OF AGREEMENT

A.This Agreement incorporates the entire understanding of the parties on all matters, which were the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules, **including local rules,** governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

B-C - no change

(NEW ARTICLE) LIABILITY CLAIMS INDEMNIFICATION

(This program shall be referenced and described in the Agreement)

A. Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

B. For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid statutes.

1. Defense of Employees

- Except as provided in paragraph 2. below, the Attorney General shall, upon request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his/her employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.
- The Attorney General may refuse to provide for the defense of an action referred to in paragraph 1. above if he/she determines that:
 - the act or omission was not within the scope of employment; or
 - the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
 - the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

C. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he/she concludes that representation is in the best interest of the State.

d. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

E. The Attorney General may provide for a defense by an attorney from his/her own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

2. Indemnification

- If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

New Sections

A. Deferred Compensation Plan

- The State will continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service-approved Federal Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide information describing the plan as well as a required enrollment or other forms to all employees.

It is further understood that the maximum amount of deferrable income under this plan shall be up to the amount allowable by law.

- The provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

B. Supplemental Compensation on Retirement (S.C.O.R.)

- An eligible librarian or professional staff employee who enters retirement pursuant to the provisions of a State administered or approved retirement

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Full-Time/Part-Time Agreement

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system and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

2. The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.
3. The provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

COPYRIGHT OWNERSHIP (NEW ARTICLE)

The creation of copyrighted works is one of the ways the College/University fulfills its mission of contributing to the body of knowledge for the public good. The College/University encourages the creation of original works of authorship and the free expression and exchange of ideas.

This Article is intended to embody the spirit of academic tradition, which provides copyright ownership to employees for scholarly and aesthetic copyrighted works, and is otherwise consistent with the United States Copyright Law, which provides copyright ownership to the College/University for its employment-related works.

For purposes of this Article, "incidental use" means normal academic use of resources commonly available to the employee such as the use of an employee's office, computer, Internet services, library facilities, and/or office equipment.

A. Ownership of Copyright

1. When a member of the negotiations unit during the course of his or her employment creates a product that constitutes copyrightable property, the ownership of copyright to such property shall reside as follows:

- a. Employees shall be the sole owners of the copyright if:
 - (1) The copyrightable property is embodied in textbooks, manuscripts, scholarly works, works of art or design, musical scores and performances, dramatic works and performances, choreographic works, popular fiction and non-fiction works, poems, or other works of the kind that have historically been deemed in academic communities to be the property of their author, including lecture notes, course outlines, handouts, exercises and tests developed by employees to support their own teaching activities unless covered under (b) below; or
 - (2) The copyrightable property is embodied in a storage medium such as films, videos, audio recordings, multimedia materials, distance learning materials, and courseware unless covered under (b) below; or
 - (3) The copyrightable property has been released by the College/University to the creator; or
 - (4) The copyrightable property is created on sabbatical leave with no more than incidental use of College/University facilities.

- b. The College/University shall be the sole owner of the copyright if:

- (1) The copyrightable property is embodied in a work that is commissioned by the College/University pursuant to a signed contract; or
- (2) The copyrightable property is embodied in a work that the employee is specifically assigned to create; or
- (3) The College/University indicates, in writing, at the time it grants an alternate assignment within load, whether it intends to claim ownership of copyright to any work made possible by the alternate assignment; or
- (4) The copyrightable property is created with more than incidental use of College/University facilities or financial support.

- c. The ownership rights described in (b) above may be modified by an agreement between the creator and the College/University.

- d. Copyright ownership of any type of recorded synchronous course shall be determined by mutual agreement between the creator and the College/University. The parties shall enter such agreement prior to the recording of the course.

- e. The copyrightable property that is created in the course of research supported by the College/University which is funded by the College/University and/or a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the College/University. The College/University will ordinarily own copyright to such property.

B. Royalties and Licenses

1. Where the College/University owns the copyright to the work, the College/University shall retain all royalties or other benefits from any commercialization of such work, unless there is a mutual written agreement between the creator and the College/University regarding shared ownership of copyright to such work.
2. Where the employee owns the copyright to the work pursuant to A.1(a) above, the employee shall retain all royalties or other benefits from any commercialization of the copyrightable property he/she owns. However,

the College/University reserves the right to use the copyrightable property royalty-free as long as it is a viable course, unless the creator has specifically demonstrated that such royalty-free use significantly impairs the creator's right to commercialize the copyrightable property he or she owns. The employee may make reasonable revisions or updates at his or her discretion upon notification to the Provost/Vice-President for Academic Affairs.

C. Appeals – Copyright Ownership Rights Committee

The Copyright Ownership Rights Committee is an ad hoc committee, which shall be called into session by the President or his/her designee at such time when an appeal has been made regarding any disputes under this Article. The Committee is composed of four members.

The President shall appoint the four members of the Committee; at least three of the members shall be faculty members. Prior to appointing the three faculty members, the College/University shall consult with the Union.

The Committee shall review the dispute, keep a record of its proceedings, and make a written recommendation to the Provost/Vice President for Academic Affairs, who shall render a decision on behalf of the College/University.

The Union may appeal the decision of the Provost/Vice President for Academic Affairs within twenty (20) days of the decision directly to advisory arbitration under Article VII. The parties shall mutually agree on an arbitrator. The arbitrator shall be required to have experience with and be knowledgeable about issues involved in the dispute.

D. This Article does not apply to Thomas Edison State College.

ONLINE COURSES (NEW ARTICLE)

- A. Online courses are those courses in which students primarily access materials, communicate with the instructor, and/or communicate with each other by e-mail, the Internet, or local computer network.
- B. Creation of online courses or conversion of existing courses to online courses shall follow the same approval process as that for traditional classroom courses, except where a College/University has a policy that provides otherwise.
- C. Employees who develop an online course as a part of their approved workload shall receive an alternate assignment within load that is adequate for developing the course.
- D. Employees who teach an online course and have not previously taught an online course, shall be given priority consideration for tuition reimbursement and career development funds in the summer or preceding semester.
- E. In the event that an existing online course is to be revised, the employee shall receive an alternate assignment within load to revise the course if the Provost/Vice President for Academic Affairs determines that the extent of necessary revision so warrants.
- F. Employees shall be compensated for teaching online courses at the same rate that they are compensated for teaching the course on campus. Employees teaching an online course for the first time shall receive one additional credit.
- G. Consistent with College/University policies and practices for determining class size, the Provost/Vice President for Academic Affairs, after reviewing the enrollment for each online course at the end of the drop/add period and after discussion with the affected employee, may provide either additional course credit or support to the employee in the form of student assistants or other appropriate means as necessary.
- H. This Article does not apply to Thomas Edison State College.

APPENDIX III A. HARRY MOORE SCHOOL

- Beginning paragraph and Section A. - *No change*
- B. Employees who participate in a Student Teacher Program as cooperating teacher shall receive \$400-\$150 for each student paying the Student Teacher fee.
- C. Employees who participate as the assigned teacher in the Junior Practicum Experience shall receive \$30-\$100 for each student paying such fee.

Remainder of appendix remains unchanged.

RETAINED TITLES LETTER OF AGREEMENT

Employees serving in retained titles shall be reclassified to the next highest Generic Title in their series. The employees will be placed on the step of the new range that is equal in salary or if no step is equal in salary, on the next higher step.

TITLE UPGRADE LETTER OF AGREEMENT

Effective July 1, 2004, the following titles shall be assigned to the following ranges:

Rank	10-Month	12-Month
Assistant Director in Library (Professor in the Library)	26- 28	29 31
Librarian I (Associate Professor in the Library)	24 26	27 29
Librarian II (Assistant Professor in the Library)	20 22	24 26
Librarian III (Instructor in the Library)	19	22

The employees will be placed on the step of the new range that is equal in salary or if no step is equal in salary, on the next higher step.

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Full-Time/Part-Time Agreement

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SPECIALIST TITLES LETTER OF AGREEMENT

The State agrees to provide the UNION with the names, duties, and length of service of any employee(s) in the title of Visiting Faculty, Visiting Specialist, Academic Specialist, or Project Specialist. Said information shall be provided on or before February 15 and October 15 of each calendar year.

The Union shall review the information and provide the State with the name(s) of any employee(s) it maintains should be included in the Unit. If the State agrees with the Union's position, the employee(s) will be placed in the Unit within 30 days of the decision.

PROGRAM ASSISTANT LETTER OF AGREEMENT

Effective July 1, 2004, employees serving in the title of Program Assistant shall receive a range adjustment from U16 to U17. The employees will be placed on the step of the new range that is equal in salary or if no step is equal in salary, on the next higher step.

PERFORMANCE BASED PROMOTIONS LETTER OF AGREEMENT

Effective July 1, 2004, individuals serving in the following in-unit titles—Professional Service Specialist I, Assistant Director I, and Administrative Assistant I—shall be covered under the Performance-Based Promotion program set forth in

Article XVI of the Agreement. Employees serving in these titles who receive Performance-Based Promotions shall receive a two-range increase but remain in the same title.

SICK LEAVE INJURY LETTER OF AGREEMENT

Employees who volunteer, with College/University approval, to perform duties outside of their normal assignments may be eligible for coverage under sick leave injury pursuant to Article XXVI. A. The Colleges/University will seek a legal opinion regarding this issue. If such volunteer activities are found to be covered by sick leave injury, a Statewide Union-Management committee composed of an equal number of representatives shall be established to develop a process for approval of the volunteer work that is eligible for coverage under sick leave injury. If such coverage is allowed, the committee shall complete its work within a year after receiving the legal opinion.

EMPLOYEE IDENTIFIER LETTER OF AGREEMENT

The Colleges/Universities shall establish a committee to look into the technical feasibility of developing a system of unique identifying numbers for the employees in the full-time negotiations unit. If technically feasible these numbers will be consistently reflected in the data provided to the Council of New Jersey State College Locals pursuant to Article VIII in the Statewide Agreement. The committee shall advise the Council on its progress on a regular basis and if technically feasible implement its system on or before July 1, 2004.

Full-Time/Part-Time Bargaining Team

Thanks to the FT/PT Bargaining Team members!

Bob Arey (NJCU), Christine Carmody-Arey (NJCU), Catherine Becker (MSU), Robert Bing (WPU), Linda Bradbury (KU), Ken Brook (MSU), Ron Caplan (RSC), Dean Casale (KU), Bruce Caswell (RO), Roseanne Conway (TCNJ), John DeBrizzi (NJCU), Nicholas DiOibido (RO), Linda Gazzillo Diaz (WPU), Linda Dye (WPU), Ralph Edelbach (TCNJ), Ed Eloi (RA), David Emmons (RSC), Jon Erickson (KU), David Farrokh (KU), Michael Frank (RSC), Hank Frundt (RA), Maureen Gorman (TCNJ), David Greene (RA), Richard Grupenhoff (RO), Theresa Gueriere (A. Harry Moore), Sarah-Ann Harnick (NJCU), Barbara Hoerner (CNJSCL), Mitch Kahn (RA), Richard Katz (KU), Gil Klajman (MSU), John Krimmel (TCNJ), Mike McGarvey (RSC), Mel Moyer (RO), Robert Murphy (WPU), Karen Siefiring (RO), Ivan Steinberg (NJCU), Bill Sullivan (Council VP (MSU), Sue Tardi (WPU), Don Trucksess (TESC), Stan Urban (RO), Jose Valentin (TCNJ), Robert Wolk (WPU), Laura E. Woodson (MSU), Nicholas Yovnello (Council President), Steve Young (CNJSCL), Chet Zimolzak (RO).



Text of the 2003-2007 Tentative Agreement for Adjunct Faculty

(Where no entry appears, the 1999-2003 Agreement will continue unchanged except in non-substantive details such as date changes, names of the institutions, etc. Additions to the text are in bold-faced type. Where helpful for clarification, deletions are included in brackets.)

ARTICLE I - RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the Colleges/Universities hereby recognize the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing the institutions set forth in Paragraph B.2 below, the composition of which is described as follows:

1. Included:

- a. All adjunct faculty teaching credit courses at a College/University during the regular academic year. who commence employment at a College/University for at least their second semester within the past two academic years. Summer session, pre-session and inter-session courses are not considered as employment to determine confer eligibility for inclusion in the unit. However, an adjunct faculty member who teaches in the summer session, pre-session or inter-session immediately following a semester in which he/she is included in the unit will be included in the unit during such summer session, pre-session or inter-session. -
- b. Adjunct faculty members shall be included in the negotiations unit upon commencing their second semester within two consecutive academic years at the College/University and shall retain their membership in the unit until they are not employed by the College/University for both the fall and spring semesters of an academic year.
- c. Adjunct faculty members not employed by the College/University for both the fall and spring semesters of an academic year will be removed from the unit at the beginning of the second semester of the academic year in which the adjunct faculty member is not employed at the College/University.
- d. An adjunct faculty member who has been removed from the unit and is subsequently reemployed by the College/University as an adjunct faculty member shall be eligible for inclusion in the negotiations unit when the adjunct faculty member meets anew the standards set forth in A.1. above.
- e. b. An adjunct faculty member included in the unit at one College/University, who also teaches a course or courses at another College/University, will not be covered by the terms of this Agreement at the second College/University until unless the requirements of A.1(a) above are complied with at the second College/University.
- f. c. During any period of time that an adjunct faculty member is not under contract, the adjunct faculty member is not covered by any provision of this Agreement.

Section 2. No changes

ARTICLE II. NON DISCRIMINATION

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees. The STATE and the UNION agree that there shall be no intimidation, interference, or discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, physical handicap, or political activity, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE V - DUES DEDUCTION

A. 1. The STATE agrees to deduct from the salaries of all employees dues for the appropriate Local UNION named below, as individual employees may voluntarily authorize as provided in Chapter 310, New Jersey Public Laws of 1967, the STATE to make such deductions and where such authorization is properly presented to the STATE.

The College of New Jersey	Local 2364
Kean University	Local 6024
Montclair State University	Local 6025
New Jersey City University	Local 1839
Ramapo College of New Jersey	Local 2274
Richard Stockton College of New Jersey	Local 2275
Rowan University	Local 2373
William Paterson University	Local 1796

The deduction will be made in equal amounts biweekly pursuant to Chapter 310, New Jersey Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended, beginning the first payroll period after receipt of the authorization card. Said monies will be transmitted by the fifteenth of the month following the month in which deductions were made to the designated Local UNION treasurer. Each of the above Local UNIONS shall certify to the STATE in writing the current rate of its membership dues.

- 2. Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.
- 3. Any changes in the UNION fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.
- 4. In the event that a College/University receives a dues deduction card directly from the employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next dues deductions are sent to the Local UNION.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

- a) Subject to the conditions set forth in 1(b) below, all eligible non-member employees on the payroll in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, [2003]. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- b) It is understood that the implementation of the agency fee program is predicated on the demonstration by the UNION that more than 50% of the eligible employees in the negotiations unit on the payroll are dues paying members of the UNION. If, at the signing of this Agreement, the above percentage has not been achieved, the agency fee plan will not be implemented. If the minimum percentage is exceeded on April 24 May 10 of in any spring semester or December [1] 10 of any fall semester after the signing of the Agreement, the plan will be put into effect at the beginning of the next semester with proper notice to affected employees by the STATE. Thereafter, the Union will advise the State during each spring and fall semester if the above percentage has been exceeded. The information provided by the Union will be verified by the State. Thereafter, an assessment will be made on [April 21] May 10 of each spring semester and December [1] 10 of each fall semester to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following assessment. If it has not, the agency fee will be discontinued at the beginning of the next semester and eligibility for reinstatement shall be on a semester basis.

Sections B. 2-6 - No change

C. Political Checkoff

Pursuant to legislation, the STATE shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the negotiations unit a sum specified by the UNION and not to exceed the limits prescribed by law, for the purpose of contributing to the UNION Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the negotiations unit. The fee deductions referred to above shall be forwarded to the Local UNIONS promptly and in accordance with the provisions of applicable law. In the event that a College/University receives a COPE deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next COPE deductions are sent to the Local UNION.

(NEW SECTION) Discipline

- 1. The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as a result of information obtained from the interview, the employee may request a Union representative. If so requested, the Union representative shall be permitted to be present. The Union representative shall be permitted to attend as a witness; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.
- 2. In the event a charge of misconduct is made by a College/University against an employee, and if he/she so requests, the employee shall be entitled to a representative of the Union during any investigatory interview(s) concerning such charge. There shall be no presumption of guilt. The Union representative shall be permitted to attend as a witness; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.

ARTICLE VI - GRIEVANCE PROCEDURE

Sections A., B., & C. - No change

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to the College/University President or his or her designee. Such statement of grievance should include specific reference to the following:

- a) the article and section of this Agreement alleged to have been breached, misinterpreted, or improperly applied;
- b) the applicable policy or rule of a Board of Trustees, which establishes terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied or not followed;
- c) a description of how the alleged violation occurred;
- d) the date of the alleged violation;
- e) the proposed remedy.

Where the nature of the grievance suggests that it would be appropriate, the grievant may be requested by the President or his or her designee to meet any involved official of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20) calendar days of receipt of the grievance,

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and the decision shall be rendered in writing to the employee and the UNION representative within fifteen (15) calendar days of the conclusion of the hearing of the grievance. The decision of the President or his or her designee shall be final and binding as to B.2 grievances. Additionally, grievances alleging a breach, misinterpretation or improper application of the terms of this Agreement that relate to employment, reemployment, discipline or academic judgment cannot be appealed to arbitration.

The UNION shall have the right to be present at a Step 1 grievance hearing where an employee wishes to process a grievance on his or her behalf.

(NEW ARTICLE) LIABILITY CLAIMS INDEMNIFICATION

A. Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et. seq. and N.J.S. A. 59:10A-1 et. seq.

B. For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid statutes.

1. Defense of Employees

a. Except as provided in paragraph 2. below, the Attorney General shall, upon request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his/her employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.

b. The Attorney General may refuse to provide for the defense of an action referred to in paragraph 1. above if he/she determines that:

1. the act or omission was not within the scope of employment; or
2. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
3. the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

c. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he/she concludes that representation is in the best interest of the State.

d. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

e. The Attorney General may provide for a defense by an attorney from his/her own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

2. Indemnification

a. If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

b. If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if he/she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his/her employment as an employee of the State and the State fails to establish that he/she acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that he/she was entitled to a defense, the State shall pay or reimburse him/her for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse him/her for any judgments entered against the employee, and shall pay or reimburse him/her for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

c. An employee shall not be entitled to indemnification unless within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/she delivers the original or a copy thereof to the Attorney General or his/her designee. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.

C. The provisions of this Article shall not be subject to the grievance procedure as set forth in Article VI of this Agreement.

ARTICLE VIII - UNION-EMPLOYER INFORMATION EXCHANGE

Section A. - No change

B.1. [The STATE] Each College/University agrees to furnish to the UNION and

the Local UNION, no later than the fifth week of each semester, a register of negotiations unit members teaching that semester. The register shall be provided [both in written form and either by email or on computer disk] in digital form transmitted by e-mail. [The computerized] The information shall be in the form of an Access file or an Excel file [or a delimited text file] with the following fields:

1. Last Name*
2. First Name*
3. Street Address
4. City
5. State
6. Zip
7. Number of Credits Taught
8. Department*
9. Date of Initial hire

The information delineated with an asterisk (*) above shall also be provided for adjuncts teaching that semester but not included in the negotiations unit, preferably on the same list/file.

2. At the same time as the aforesaid register is provided, [the STATE] each College/University shall provide the UNION and the Local UNION with a list of employees on each campus earning above the applicable minimum salary rate set forth in Article XII. The list shall be provided [both in written form and either by email or on computer disk] in digital form transmitted by e-mail. [The computerized] The information shall be in the form of an Access file or an Excel file. [or a delimited text file] Said list shall include last name, first name, and the per-credit rate at which the employee is being paid.
3. The UNION and Local UNION shall be provided with the class schedule including room assignments and times for all adjuncts included in the unit no later than the fifth week of each semester.

Sections C. & D. - No change

ARTICLE IX - PERSONNEL FILES

A personnel file shall be maintained for each employee in accordance with the following procedures:

- A. No Change.
- B. No Change.
- C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with the employee's performance, shall be transmitted to the employee immediately. A copy of other filed items, including all items submitted by the employee, shall be made available to the employee upon request at the expense of the employee, except for the first ten (10) pages each year, which shall be free of charge.
- D-J. No Change

NEW ARTICLE - EMPLOYEE RIGHTS

A. Vacancies

Employees may apply for advertised vacancies/opportunities for full-time and part-time faculty positions that are posted on the College/University web site. The announcement will be emailed to the Union in advance of the posting. The application may be accompanied by any substantiating documentation that the employee cares to submit. The employee shall be notified of the disposition of their application prior to the publication of the name(s) of the successful applicant.

B. The College/University shall issue official identification cards to all adjunct faculty. The initial card shall be at no cost to the employee. Cost for replacement shall be in accordance with College/University policies and practices.

C. No member of the adjunct faculty shall be required to join or refrain from joining any organization as a condition of employment, with the exception of credentialing organizations/associations related to a requirement for certification to hold the position.

D. Library Collection

There shall be no abridgment of access to the library collection for reasons of content or suitability. This paragraph shall not be construed to interfere with the sound principles of library management, such as protection of rare or valuable materials.

E. Within the College/University departmental or equivalent academic unit policy and practices, adjunct faculty may be permitted to select textbooks and course materials if the adjunct is not a last minute hire or a specific textbook is not required for the course.

NEW ARTICLE - ADJUNCT FACULTY WORKLOAD

A. Definitions

1. Teaching credit hours are defined as:

- (a) When the number of regularly scheduled average weekly class hours equals the number of student credit hours, teaching credit hours shall equal student credit hours.
- (b) When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as "laboratories" or "studios" shall be equated on the basis of two-thirds (2/3) of a teaching credit hour for each such class hour.

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- (c) When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching

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credit hours shall not be less than the number of average weekly class hours; and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.

(d) The above provisions apply to normal sixteen (16) week semesters. For semesters of different lengths, the above formulae shall be applied on a pro rata basis.

- 2. Student credit hours are defined as: the number of credit hours earned by a student successfully completing a given course.
- 3. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.

B. Adjunct faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to, independent study, supervision of internships or practice teaching, or assigned to teach regularly scheduled courses for which collegiate credit is not granted, shall receive teaching credit hours for such activities according to the policies and practices currently in force at the respective Colleges/Universities unless specified otherwise in this Agreement.

1. In the event that any College/University makes an assignment of any activity covered herein for which there is no current practice or policy or intends to change a practice or policy, the College/University shall notify the Local UNION in writing of such action and, upon written request of the Local UNION, the President shall designate an official of the College/University to consult with the Local UNION concerning the new or changed policy or practice. Such written request must be received by the President within thirty-one (31) days of the College's written notice to the Local UNION. The consultation shall be completed within thirty (30) days of the Local UNION's written request to the President, unless said time limitation is extended by mutual consent of the parties.

2. In the event that, after consultation, the Local UNION is of the opinion that the involved policy or practice is unreasonable, the Local UNION, within seven (7) calendar days, may request negotiation of those matters which it deems to be mandatorily negotiable. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

3. Nothing contained herein shall limit such authority as the College/University may have under law to direct that workload assignments be implemented during the pendency of consultation.

C. The specific assignments for student teaching shall be equitable in regard to travel time and distance. Disagreement concerning the teaching credit hour load for supervision of student teachers shall be resolved between the Local UNION and the College/University.

Article XII - Salary

Delete first paragraph of A. and replace with the following:

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Effective September 2005, Adjuncts who have taught sixteen (16) or more semesters at the individual College/University will receive an additional \$25 per credit. A semester is defined as Fall or Spring.

Date	1-15 semesters	16+ semesters
September 2003	\$700	\$700
Montclair/Rowan	\$750	\$750
January 2004	\$750	\$750
September 2004	\$800	\$800
January 2005	\$825	\$825
September 2005	\$850	\$875
January 2006	\$900	\$925
September 2006	\$925	\$950
January 2007	\$950	\$975

The remainder of the salary article shall remain the same. Effective July 1, 2004, the employee contributions to PERS shall increase from three percent to five percent.

NEW ARTICLE - UNION-BOARD RELATIONS

A. The Provisions of this Article shall apply only to the Colleges/Universities that have a separate Adjunct Local.

- B.
 - 1. The UNION shall be supplied a copy of the tentative agenda of all College/University Boards of Trustees meetings, one week prior to the date for such meetings. Upon request of the UNION, a responsible administrative officer of the College/University shall be available to discuss agenda items at a mutually agreeable time prior to such meetings. Where the UNION makes specific request for written materials referred to in a tentative agenda item and where such material is not confidential or privileged and can be supplied in advance of the scheduled meeting within the policies of a Board of Trustees, such material will be provided.

2. A copy of the adopted minutes of public meetings of the Boards of Trustees and resolutions adopted at such meetings, including any documents incorporated by reference in such resolutions, shall be forwarded to the UNION within a week of adoption.

C. The Adjunct President or designee shall have the right to be present as an observer, to observe public budget hearings conducted by the Board of Trustees or any committee of the Board of Trustees of that College/ University. The sole role of the observer shall be to attend hearing to observe and not participate in the deliberations of the committee.

ARTICLE XIV - SAFE CONDITIONS

1. The College/University will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. This paragraph is not subject to the grievance procedure.

2. Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated. Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

New Section

A. Deferred Compensation Plan

1. The State will continue the program which will permit eligible adjunct faculty in this negotiating unit who are in PERS to voluntarily authorize deferral of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service-approved Federal Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide information describing the plan as well as a required enrollment or other forms to all employees.

It is further understood that the maximum amount of deferrable income under this plan shall be up to the amount allowable by law.

2. This provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VI of this Agreement.

NEW SECTION - EMPLOYEE RIGHTS (Parking)

Where available at the Colleges/Universities, parking privileges shall be provided to employees without charge (except at facilities financed by the Educational Facilities Authority). The assignment or location of parking places shall be resolved between the Local UNION and the College/University.

SIDE LETTER OF AGREEMENT I - EMPLOYEE RIGHTS

The process for changing College/University policies and practices on space for meeting with students, **distribution of general announcements**, mailboxes, access to telephones and office equipment, parking, inclusion in the roster or directory of faculty, identification cards, desk and storage space, computer access, method by which employees will be notified of full-time and part-time vacancies, **timely notice of appointment**, tuition waiver, evaluation procedures, **priority scheduling for union officers**, **right to communicate with the board where separate Adjunct local** and similar items is as follows:

Sections 1 through 8 - *No change*

LETTER OF AGREEMENT- (Re: Unit Placement)

The State agrees to provide the UNION with the names, teaching assignments, and teaching credit hours of any employee(s) teaching a credit course(s) each semester who are not included in the unit and who are not excluded under Article I.A.2. Said information shall be provided on or before February 15 and October 15 of each calendar year.

The State agrees to review the job duties of any such employee(s) at the College/University that the Union maintains should be included in the Adjunct Unit. If the State agrees with the Union's position, the employee will be placed in the Adjunct Unit within 30 days of the decision.

SIDE LETTER OF AGREEMENT - (Re: Teaching Credits per Semester)

The State hereby agrees to provide the UNION with the names, departments, and teaching credit hours of all unit members teaching nine (9) or more credits per semester. Said information shall be provided on or before February 15th and October 15th of each calendar year.

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A MAJOR VICTORY FOR ADJUNCT FACULTY

Governor signs bill permitting adjunct and part-time faculty and staff to participate in the State Health Benefits Program

On September 4, 2003 Governor McGreevey signed into law A-3424/S-988, which allows adjunct and part-time faculty and other State employees to purchase health benefits coverage in the State Health Benefits Program (SHBP).

Representatives of the Council and adjunct faculty attended the signing in the Governor's office.



Pictured L. To R. Are: Kathleen Henderson (President, Kean Adjuncts AFT Local 6024), Assemblywoman Bonnie Watson-Coleman, Bob Angelo (Rutgers Labor Center), Patrick Nowlan (Rutgers AAUP Staff Rep.), Rudy Bell (President - Rutgers AAUP), Council President Nicholas Yovnello, Governor James McGreevey, Donald Silberman (behind Governor), Paul Rogozin (Rowan), Karen Thompson (Rutgers AAUP Staff), Senator Shirley Turner, Bennett Muraskin (Council Staff Rep.), Leslie Silberman (AFT NJCU member), Dan O'Connor (President - NJ State AAUP).

Adjunct and part-time faculty and part-time State employees have eagerly awaited the Governor's signing A3424. A3424, also known as S988 before the bills were joined, provides that:

- Part-time State employees, including part-time and adjunct faculty at public institutions of higher education who are enrolled in a State-administered retirement system, are eligible to participate in the State Health Benefits Program (SHBP). They may purchase health benefits coverage in the State managed care plan, NJPLUS, for themselves and their dependents. The State Health Benefits Commission will establish rules and regulations concerning the enrollment and termination of coverage of employees and faculty members in the SHBP. It will also set up the procedures for the remitting premiums to the State via payroll deduction.
- The act takes effect until January 1, 2004.

A last minute floor amendment changed the effective date from "immediately" to January 2004 to accommodate the need to set up the rules and regulations to implement the legislation.

"The Council was involved in this legislation from day one. It found sponsors to introduce the bill and kept the pressure on until it was passed by the legislature and signed by the Governor. The Council's drive to secure health benefits coverage for its part-time and adjunct faculty reflects its profound commitment to improving their status," stated Council President Nicholas Yovnello. "The Council thanks A3424's sponsors, Assemblypersons Bonnie Watson-Coleman, Robert J. Smith, and Alfred E. Steele and Senators Shirley Turner and Gary Furnari, who sponsored the companion bill, S-988, in the Senate. Our thanks also go to Governor McGreevey for recognizing the need to bring adjunct/part-time faculty and part-time State employees into the State Health Benefits Program. With this legislation as a foundation, four years from now, we will be able to negotiate with the State over a fund that will reimburse participants for part of their costs.

To review the NJ PLUS plan description and a chart showing your cost to participate, go to <http://www.state.nj.us/treasury/pensions/> and then scroll down to the SHBP link. If you have questions about any of the programs, please call the Council staff at 908-964-8476.

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EMPLOYEE IDENTIFIER

The Colleges/Universities shall establish a committee to look into the technical feasibility of developing a system of unique identifying numbers for the employees in the adjunct negotiations unit. If technically feasible these numbers will be consistently reflected in the data provided to the Council of New Jersey State College Locals pursuant to Article VIII in the Statewide Agreement. The committee shall advise the Council on its progress on a regular basis and if technically feasible implement its system on or before July 1, 2004.

Adjunct Unit Bargaining Team



Thank you to the Adjunct Bargaining Team

L to R are: Paul Ragozin (RO), Viji Sargis (MSU), Jim Mullbeyfelde (MSU), Katja DeRuyter (TCNJ), Glen Goldberg (TCNJ), Lil Kartischko (KUAAF), Kathleen Henderson (KUAAF), Nick Yovnello (CNJSCL), Barbara Hoerner (CNJSCL). Not pictured: Bob Arey (NJCU), Cindy Simon (WPU), George Pierson (KUAAF) and Mark Newell (RA).

Visit the Council's website at
www.cnjscl.org
 for updates on legislative initiatives



Welcome New Members

Annual Salaries - Fall 2003 & Spring 2004

Table with 12 columns: RANGE, STEP 1 through STEP 12. It lists salary values for each step from Range 12 to 35, showing a steady increase across all steps.

Annual Salaries - Fall 2004 & Spring 2005 (+ 2.9%)

Table with 12 columns: RANGE, STEP 1 through STEP 12. It lists salary values for each step from Range 12 to 35, reflecting a 2.9% increase over the previous period.

Annual Salaries - Fall 2005 (+ 2%)

Table with 12 columns: RANGE, STEP 1 through STEP 12. It lists salary values for each step from Range 12 to 35, reflecting a 2% increase over the previous period.

Annual Salaries - Spring 2006 (+ 2%)

Table with 12 columns: RANGE, STEP 1, STEP 2, STEP 3, STEP 4, STEP 5, STEP 6, STEP 7, STEP 8, STEP 9, STEP 10, STEP 11. Rows 12-35 showing salary ranges from 27,165.42 to 83,443.23.

Annual Salaries - Fall 2006 (+ 2.25% & added STEP 12)

Table with 13 columns: RANGE, STEP 1, STEP 2, STEP 3, STEP 4, STEP 5, STEP 6, STEP 7, STEP 8, STEP 9, STEP 10, STEP 11, STEP 12. Rows 12-35 showing salary ranges from 27,776.64 to 85,320.70.

Annual Salaries - Spring 2007 (+ 2.35%)

Table with 13 columns: RANGE, STEP 1, STEP 2, STEP 3, STEP 4, STEP 5, STEP 6, STEP 7, STEP 8, STEP 9, STEP 10, STEP 11, STEP 12. Rows 12-35 showing salary ranges from 28,429.40 to 87,325.74.

Sample Salaries

Assistant Professor (Range 22)			Professional Service Specialist II (Range 24 - 12 Month)		
Fall 2003	41,328.81	Step 1	7/1/2003	59,230.47	Step 7
Spring 2004	43,395.72	Step 2	1/1/2004	61,507.83	Step 8
Fall 2004	44,654.20	Step 2	7/1/2004	63,291.56	Step 8
Spring 2005	46,781.05	Step 3	1/1/2005	65,634.96	Step 9
Fall 2005	47,716.67	Step 3	7/1/2005	66,947.66	Step 9
Spring 2006	50,883.78	Step 4	1/1/2006	68,286.61	Step 9
Fall 2006	52,028.66	Step 4	7/1/2006	72,316.00	Step 10
Spring 2007	55,567.07	Step 5	1/1/2007	74,015.42	Step 10
Total Increase 34.45%			Total Increase 24.96%		
Associate Professor (Range 26)			Professor (Range 30)		
Fall 2003	70,340.95	Step 9	Fall 2003	91,601.02	Step 11
Spring 2004	72,853.91	Step 10	Spring 2004	91,601.02	Step 11
Fall 2004	74,966.67	Step 10	Fall 2004	94,257.45	Step 11
Spring 2005	74,966.67	Step 10	Spring 2005	94,257.45	Step 11
Fall 2005	79,103.56	Step 11	Fall 2005	96,142.60	Step 11
Spring 2006	80,685.63	Step 11	Spring 2006	98,065.45	Step 11
Fall 2006	82,501.06	Step 11	Fall 2006	103,614.24	Step 12
Spring 2007	84,439.83	Step 11	Spring 2007	106,049.17	Step 12
Total Increase 20.04%			Total Increase 15.77%		

