#### MEMORANDUM OF AGREEMENT

#### Between

#### THE STATE OF NEW JERSEY

#### And

# COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT-AFL/CIO ADJUNCT UNIT

This constitutes the Memorandum of Agreement made and entered into this 25 day of 2013, by and between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO; Adjunct Unit("Council")

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Council that was in effect from July 1, 2007 through June 30, 2011 is hereby renewed for the term of July 1, 2011 through June 30, 2015, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

- 1. Article 1A1a Recognition clause
- 2. Article V C Dues Deduction/Political Check-off
- 3. Article VI C, D and E Grievance
- 4. Article VII A and B Discipline observer
- 5. Article VIII B Info Exhange
- 6. Article VIII C Info request
- 7. Article IX. C Observer Bd of Trustees
- 8. Article XI K Adjunct Evaluation
- 9. Article XIII A Appointments
- 10. Article XIII C Issuance of letters of appointment
- 11. Article XIII F Appointments
- 12. Article XIV Salary
- 13. Article XIX Liability Claims Indemnification
- 14. Article XXI Availability of Agreement
- 15. Article XXVI Duration and Termination of Agreement

### Memorandum of Agreement Page 2 of 2

Any language in the parties' 2007-2011 Agreement not expressly changed by the attached initialed agreements will remain unchanged in the parties' 2011-2015 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

The Memorandum of Agreement is subject to ratification by the AFT Adjunct unit membership and approval by the Governor of the State of New Jersey.

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

**Tentative Approval** 

CNJSCL, AFT, AFL-CIO (Adjunct Unit)

State of New Jersey

Date

Contract Article: Art. XIV (Salary)

Proposed Change: Modify Art. XIV to read as follows (the following revisions modify the State's July 6, 2011, April 13, 2012, Sept 28, 2012 and January 14, 2012 proposal):

Subject to the State Legislature enacting appropriation of funds for these specific purposes, the STATE agrees to provide the following compensation effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

A. The minimum employee compensation per credit hour for the duration of this Agreement is set forth immediately below. shall be determined based on the schedule below. Effective September 200711 and continuing for the duration of this Agreement, Adjunct Faculty who have taught sixteen (16) or more semesters at the individual College/University will receive an additional \$50 per credit for the duration of this Agreement as set forth below. A semester is defined as Fall or Spring.

Date	1-15 semesters	16+ semesters
September 2007	\$1050	\$1100
September 2008	\$1100	\$1150
September 2009	\$1150	\$1200
September 2010	\$1200	\$1250
September 2011	\$1200	\$1250
September 2012	\$1200	\$1250
September 2013	\$1225	\$1275
January 2014	\$1250	\$1300
September 2014	\$1275	\$1325
January 2014	\$1300	\$1350

Each College/University has the right to pay employees above the minimum adjunct faculty rate based on policies and practices established by the College/University. Provided that their responsibilities remain the same, employees who are paid above the minimum adjunct faculty rate shall not be reduced in compensation during the academic year in which they received payment above the minimum. term of this Agreement. The payment of any employee above the minimum shall not entitle any other employee to such treatment.

**B.** Employees teaching during inter-sessions, pre-sessions and summer sessions shall be compensated at the rate applicable during the immediately preceding semester.

- C. Compensation will be paid biweekly consistent with the payroll policies of the College/University.
- **D.** The parties to this Agreement understand that the public services provided to the citizenry of the STATE of New Jersey require a continuing cooperative effort particularly during any period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of services by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.
- E. Effective July 1, 2004, the employees' contribution to PERS shall increase from three percent to five percent.

**Tentative Approval** 

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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# - RECOGNITION AND DEFINITION OF TERMS – AFT proposal January 26, 2012; State Counter on August 1, 2012 (in bold).

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. Summer session, pre-session and inter-session courses are not considered as employment to 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 if he/she has been included in the unit at any time during the preceding 12 month period in the preceding fall or spring semester.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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### Adjunct Faculty Proposals to the State-May 16, 2011

#### ARTICLE V - DUES DEDUCTION

C. Political Checkoff

Pursuant to legislation, the STATE shall upon presentation of a proper and duly signed 3 authorization form, deduct from the salary of each employee in the negotiations unit a sum 4 specified by the UNION employee and not to exceed the limits prescribed by law, for the 5 purpose of contributing to the UNION Committee on Political Education (COPE). This provision 6 7 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 Council of NJ State 8 College Locals promptly and in accordance with the provisions of applicable law. In the event 9 that a College/University receives a COPE deduction card directly from an employee, rather than 10

from the <u>Council of NJ State College Locals</u> or the Local UNION, the College/University shall provide the Council of NJ State College Locals <del>Local UNION</del> with a copy of the card at the time

the next COPE deductions are sent to the Council of NJ State College Locals Local UNION.

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Contract Article VI (Grievance Procedure)

Proposed Change: The Counter below includes the State's Proposal to eliminate para C, which of course would change the lettering and the Unions proposal to modify para D and E, which I have bolded and underline to indicate the AFT proposal, including what was verbally changed on 7/6/11 (changing "his or her" to "their" in D 1). As per discussions at the table on 7/6, I have crossed out the sections in D and E that the State does not agree to This Counter also includes the Union counter on July 19 to E, which is struck, and the States proposal of 9/23 to paragraph E (bold and italic). The remainder of Article VI is unchanged.

#### C. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his or her immediate supervisor on an informal basis. At the employee's option, he or she may request the presence of a UNION representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step. Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the College/University official responsible for the administration of the first formal step of the grievance procedure.

### D. Formal Steps

# 1. Step One

A grievant <u>or the Union</u> shall initiate his or her their grievance in writing and present it formally to the College/University President or his or her designee <u>or State when applicable</u>. Such statement of grievance should include specific reference to the following:

- a) the 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, unless the parties mutually agree otherwise 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 own behalf.

#### 2. Step Two

If the aggrieved employee grievant or Union is not satisfied with the disposition of the B.1 grievance at Step One, or if a hearing is not held within the prescribed time or agreed upon time or should no decision be forthcoming in the prescribed time or agreed upon time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. The lack of decision by the College/University or State where applicable, within this period shall be considered a denial of the grievance. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any policy of the STATE or any Board of Trustees.

In all cases, the burden of proof is on the grievant.

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue. This decision shall be rendered on the day of the hearing when possible. A subsequent day of hearing will occur only if the arbitrator determines the matter to have been timely filed.

Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case or cases. When a member of the panel is unable to serve, another member shall then serve by random selection. Each member of the panel serves by mutual agreement of the STATE and the UNION and may be removed at any time by either party through written notice to the other. In the event it is necessary for the parties to select a new panel member, and the parties are unable to agree on such new panel member, an *ad hoc* replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree upon a new panel.

#### E. Time Limits

- 1. A grievance, <u>filed by either the individual employee or the Union</u>, must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual <u>or Union</u> employee should reasonably have known of its occurrence, <u>notice</u> to the Union shall be deemed to have occurred upon notice to an individual member.
- 2. A group grievance that affects more than one College/University must be filed with the individual designated by the College/University Presidents to receive multi-college group grievances. The grievance statement must include the names of all the affected Colleges/Universities and a notice that the grievance is a group grievance. A copy of the group grievance must be simultaneously provided to the Director of the Office of Employee Relations.
- 3. The College/University Presidents will designate an individual to hear the group grievance on behalf of all the affected Colleges/ Universities.
  - 4. The time limits applicable to Step One will also apply to group grievances.
- 5. Time limits provided for in this may be extended by mutual agreement of the parties at the level involved.
- 6. If the Step One decision of the College/University is not appealed within the appropriate time limit, such grievance will be considered closed and there shall be no further review or appeal.
- 7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section E.1 above, except that payroll errors and related matters shall be corrected to date of error.

Tentative Approval

CNJSCL, AFT, AFT-CIO (Adjunct)

State of New Jersey

Date

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Contract Article - VI C

Proposed Change -- State's Counter to Union July 19, 2011 counter.

C. Informal Resolution (to replace Preliminary Informal Procedure) Bold and underlined language proposed by State. Non-bold underlined language proposed by AFT on 7/19 and 9/23.

Nothing set forth in the formal grievance procedure below shall prohibit an employee, either individually or through a union representative, from seeking to resolve a potential grievance informally, with the person designated by the College/University for that purpose. Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the College/University official responsible for the administration of the first formal step of the grievance procedure.

**Tentative Approval** 

CNJSCL, AFT, AFX-CIO (Adjunct)

State of New Jersey

Date

10,7,11

# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) MAY 16, 2011 – PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article:

Article VII A

Proposed Change:

Modify VII A to read as follows:

A. 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 an observer; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.

**Tentative Approval** 

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

Date

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# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) MAY 16, 2011 – PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article: A

Article VII B

Proposed Change:

Modify VII B to read as follows:

B. In the event an allegation 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 an observer; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

Date

9,23

Contract Article VIII - Information Change

Proposed Change – AFT July 19, 2011 modification of their original from May 16, 2011 (State's Counter in Bold and Underline)

B.1. Each College/University agrees to furnish to the UNION and the Local UNION, upon completion of the first week of the semester as soon as is practicable but no later than the first pay date of each semester a preliminary register of negotiations unit members teaching that semester. Each College/University agrees to furnish to the UNION and the Local UNION, no later than the fifth week of each semester and once again at the end of the semester, a final register of negotiations unit members teaching that semester. Both preliminary and final registers shall be provided in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file with the following fields:

- 3. As soon as is practicable but no later than the first pay date of each semester the UNION and the Local UNION shall be provided a preliminary register with the class schedule including room assignments and times. Additionally, the UNION and the Local UNION shall be provided with the class schedule including room assignments and times for all adjunct faculty included in the unit no later than the fifth week of each semester.
- 4. <u>Providing the preliminary register as set forth in B1 and B3 above does not guarantee</u> the member any additional rights that are not already set forth in the Agreement. <u>Nor shall the providing of a preliminary register be subject to the grievance procedure.</u>

**Tentative Approval** 

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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Date

# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) MAY 16, 2011 – PROPOSALS OF THE STATE OF NEW JERSEY (modified Aug 1, 2012)

Contract Article: Art. VIII - C

Proposed Change: Modify VIII C to read as follows:

C. The STATE and the College/University administrations agree to furnish to the UNION, in response to written requests and within a reasonable time, which, where practicable, will not exceed fifteen (15) working days, information which is relevant and necessary to the negotiating of subsequent agreements and that directly affects terms and conditions of employment including published agendas and minutes of the Boards of Trustees proceedings; and to furnish all relevant publicly available information that shall assist the UNION in developing intelligent, accurate, informed, and constructive programs. If such requests affect more than one College/University, they should be sent directly to the Office of Employee Relations.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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Date

### STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) MAY 16, 2011 - PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article:

Art. IX - C

Proposed Change: Modify Art. IX C as follows:

C. The Adjunct Faculty Local 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 hearings to observe and not participate in the deliberations of the committee.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

Contract Article:

XI (Employee Rights)

Proposed Change:

AFT May 16 proposal added new section (State's counter in bold

lettering)

K. If a College/University decides to implement an evaluation process for Adjunct faculty or decides to change an existing evaluation procedure, the procedures or changes to an existing procedures Adjunct faculty shall be evaluated pursuant to procedures determined by a locally negotiated local agreements as may be required by law in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations (AFT proposed 8/1/12). Nothing herein requires a College/University to implement an evaluation procedure for Adjunct Faculty.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) March 9, 2012 – PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article: Art. XIII A

**Proposed Change**: Modify Art. XIII A to read as follows (clarification) (Revised from May 16, 2011 – adding AFT language, proposed at the 1/20/12 session, to end of sentence, State's original change is in bold type)

A. Prior to appointment contracts being offered, employees must advise the College/University in writing of any other employment, including employment as an adjunct faculty at another College/University and/or at the same College/University but in another department/program (aft language) "provided there is a contract issued pursuant to XIII B 1."

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) March 9, 2012 – PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article: Art. XIII C

AFT Proposed Change: Modify Art. XIII C – AFT proposal from May 16, 2011 with revision made verbally by AFT on 1/20//12 changing 4 weeks to 2 weeks and the States modification in bold.

C. Any individual letter of appointment contract between the college/university and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

Where practicable all individual letters of appointment shall be issued at least four (4) two (2) weeks prior to the commencement of the relevant semester. Where such contract is inconsistent with this Agreement, this Agreement shall be controlling. The issuance of an appointment letter less than two weeks prior to the commencement of the relevant semester shall not be subject to the grievance procedure.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

/ / 25 / 2013 Date

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Proposel 1/14/13

State's Counter (in bold) 10/24/2012 to AFT counter-proposal dated September 28, 2012

State's Revised Counter 1/14/13 (in red)

XIII. APPOINTMENT OF EMPLOYEES

F. Appointment of employees is a matter of academic judgment and managerial prerogative. However, an adjunct faculty who is currently teaching a course shall be given initial consideration for appointment by the department in which the same course is to be offered in the successive semester, who have taught the same course at an institution four (4) or more times shall be considered for reappointment before other appointees are considered for that same course. This provision shall not be subject to the grievance procedure.

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### STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) May 16, 2011 - PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article:

Art. XIX (Liability Claims Indemnification)

Proposed Change: Modify Art. XIX as follows:

- 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. Delete B (information describing what is presently in statute.)
  - C. Remains the same

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

Date

# STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT) May 16, 2011 – PROPOSALS OF THE STATE OF NEW JERSEY

Contract Article: Art. XXI (Availability of Agreement)

Proposed Change: Modify Art. XXI as follows:

Agreement will be available online at each College/University. Immediately after the signing of this Agreement by both parties, the STATE will reproduce the Agreement in sufficient quantities so that each employee may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The cover of the Agreement will include the seal of the STATE and the UNION insignia.

Tentative Approval

CNJSCL, AFT, AFL-CIO (Adjunct)

State of New Jersey

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Date

### STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (Adjunct Unit) October 7, 2011 - REVISED PROPOSAL OF THE STATE OF NEW JERSEY

Contract Article: Art. XXVI (Duration and Terminations)

Proposed Change: Modify to read as follows:

> This Agreement shall remain in full force and effect from July 1, 200711 until June 30, 204415. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such Notice shall be given to the other party in writing by certified mail no later than September October 1, 201014 or September October 1 of any succeeding year for which this Agreement is automatically renewed. Any notice transmitted pursuant to this provision shall be sent to the STATE addressed to the Director, Office of Employee Relations, P.O. Box 228, Trenton, New Jersey 08625, and the UNION addressed to the President, Council of New Jersey State College Locals, AFT, AFL-CIO, 1435 Morris Avenue, Union, New Jersey 07083.

Tentative Approval

(Adjunct)

State of New Jersey