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**MEMORANDUM OF AGREEMENT**

**Between**

**THE STATE OF NEW JERSEY**

**And**

**COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT-AFL/CIO**

This constitutes the Memorandum of Agreement made and entered into this 3rd day of July, 2012, by and between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO ("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 VI – Political Check-off
2. Article VII C, D, E, F and K – Grievance
3. Article VII K – Grievance observer
4. Article VIII D - Info Request
5. Article IX. B – Observer – Bd of Trustees
6. Article IX D – Observer
7. Article IX E – Employee serving on committees
8. Article X G 2 – Faculty Release time (effective January 1, 2013)
9. Article X G. 3 – Professional Staff/Librarian release time
10. Article XI C 6 – Summer session rate
11. Article XII B – Overload rate
12. Article XII A 1 and C – Faculty Responsibility
13. Article XIII C – Notice of reappointment or non-reappointment
14. Article XIV C – Promotion procedures
15. Article XV. A – Resignation notice
16. Article XV. C – Retirement statutes

17. Article XVI C, D and K – Professional Staff out of title work & professional development
18. Article XVI. B2 -
19. Article XVII. H
20. Article XVIII – Department Chair
21. Article XIX – Health Benefits
22. Article XIX F – Eye Care Program
23. Article XXI A – F – Salary Article
24. Article XXI G – Career Development
25. Article XXII. F. 1 - Payroll
26. Article XXII. F. 4 – Direct Deposit
27. Article XXIII – Travel Reimbursement
28. Article XXV A – Holiday
29. Article XXVI A. 1 – Sick Leave Injury
30. Article XXVII – Sabbatical Leave
31. Article XXVIII – Tuition Reimbursement
32. Article XXXI – Indemnification Clause
33. Article XXXVII – Agreement On-Line
34. Article XLIII – Duration and Termination
35. Letter of Agreement IV – Health Benefits in Retirement
36. Letter of Agreement – V, XIII and XIV (delete)
37. Letter of Agreement – VII, VIII, IX, XVIII (delete)
38. Letter of Agreement – XV (delete)
39. Letter of Agreement XIX – Pension – PERS/TPAF
40. Appendix I, Article I – Multi-year appointment
41. Appendix II – Career Development (App 1, Article III subsumed in this proposal and deleted from Contract)
42. Appendix IV – Tuition Waiver

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 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.

The Colleges/Universities have no obligations, financial or otherwise, with regard to Tuition Reimbursement, Career Development and/or Sabbatical Leave for fiscal year 2011 - 2012.

**Tentative Approval**

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CNJSCL, AFT, AFL-CIO (FT)



\_\_\_\_\_  
State of New Jersey

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

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Date

THE STATE OF NEW JERSEY  
And  
CNJSCL, AFT, AFL/CIO CONTRACT

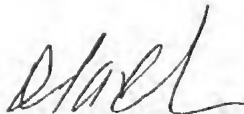
The State and the Council agree upon ratification, the Council shall withdraw the following Unfair Practice Charges and/or grievances with prejudice:

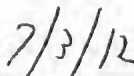
1. Increment, docket number CO-2012-047 and grievance OER 10750
2. Career Development, docket number CO-2012-140
3. Sabbatical Leave, docket number CO-2012-108

Tentative Approval:

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CNJSCL, AFT, AFL-CIO

\_\_\_\_\_  
DATE

  
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State of New Jersey

  
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DATE

FULL TIME/PART TIME UNIT CONTRACT PROPOSALS

TO THE STATE- 5/16/2011

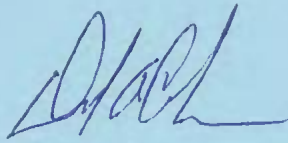
ARTICLE VI

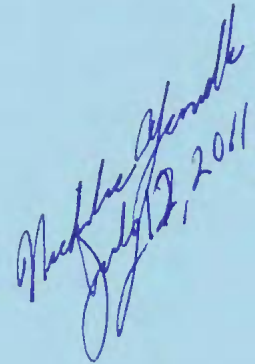
DUES DEDUCTION

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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 employee 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~~ Council of NJ State College Locals 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 or the Council of NJ State College Locals, the College/University shall provide the ~~Local UNION~~ Council of NJ State College Locals with a copy of the card at the time the next COPE deductions are sent to the ~~Local UNION~~ Council of NJ State College Locals.

  
8/3/11

  
July 12, 2011

**STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO**  
**January 27, 2012 – COUNTER PROPOSAL OF THE STATE OF NEW JERSEY**

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**Contract Article:** Article VII (Grievance Procedure)

**Proposed Change:** Modify VII to read as follows:

Language that is bolded and underlined is the Union's proposal from May 16, 2011 and discussions on October 7. Items that are bolded and italic are the State's proposals from May 16, counter proposals from 9/30/11 and brief discussion on Oct 7. **The State withdraws its proposals regarding Para E4 and Union withdraw its Proposal on E4. Both parties reserve their respective position on the issue.**

C. Preliminary Informal Procedure

**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.** 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 **or the UNION** shall initiate his or her grievance in writing and present it formally to the College/University President **or the State when applicable**. Such statement of grievance should include specific reference to the following: a) 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, or the applicable statute 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 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.

2. Step Two

If the aggrieved employee grievant or UNION is not satisfied with the disposition of the grievance at Step One, or if the hearing is not held within the prescribed time or agreed upon time or should no decision be forthcoming in the prescribed 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. In any case, an arbitrator's decision relating to appointments, non-reappointment, (*except as provide in E.4 below*), merit awards, or non-promotion shall be advisory and non binding.

**(Remainder of paragraph unchanged)**

E. 1 Matters pertaining to appointment, *non*-promotion or non-reappointment shall be grievable only upon the basis of claim violations ... (except as provided in E.4 below).

**(Remainder of paragraph unchanged)**

E.4. Full-time employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. The burden to show good cause for non-renewal shall be on the State. The arbitrator may direct the withdrawal of the notice of non-renewal or other appropriate remedy.

**F. Time Limits**

1. A grievance *filed by the individual employee or the Union* 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 employee or UNION should reasonably have known of its occurrence.

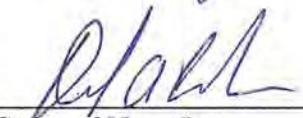
**K. Discipline**

1. The discharge or suspension of employees during the term of a one-year appointment or reappointment or a faculty member on an initial two- or three-year appointment or any one year reappointment or letters of reprimand shall be grievable in accordance with the procedures set forth in this Article to advisory binding-arbitration. In the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension or letters of reprimand shall be upon the College/University. This provision shall apply to employees on multi-year contract who are suspended.

Tentative Approval

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

2 / 24 / 2012  
Date

  
\_\_\_\_\_  
State of New Jersey

2 / 24 / 12  
Date

**STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO**  
**September 30, 2011 – PROPOSALS OF THE STATE OF NEW JERSEY**

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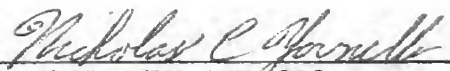
**Contract Article:** Article VII K

**Proposed Change:** Modify VII K to read as follows:

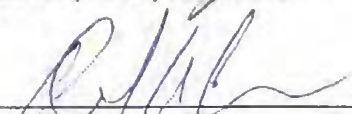
2. The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as 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. If so requested, the Union representative shall be permitted to attend as ~~a witness~~ **an observer**. The UNION representative may advise and counsel the employee by clarifying confusing and misleading questions.

3. 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 allegation. The Union representative shall be permitted to attend as ~~a witness~~ **an observer**. The UNION representative may advise and counsel the employee by clarifying confusing and misleading questions. There shall be no presumption of guilt.

**Tentative Approval**

  
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CNJSCL, AFT, AFL-CIO

10/7/11  
Date

  
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State of New Jersey

10/7/11  
Date



1 **Contract Provision:** Art. VIII D (provided May 16, 2011)


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3 **Proposed Change:** Modify for clarification as follows:

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5 The State and the College/University administrations agree to furnish to the  
6 UNION in response to written requests and within a reasonable time, which  
7 where practicable will not exceed fifteen (15) working days, information which  
8 is relevant and necessary to the negotiating of subsequent agreements and that  
9 directly affects terms and conditions of employment, and to furnish ~~all publicly~~  
10 ~~available information including~~ published agendas and minutes of Boards of  
11 Trustees' proceedings. ~~and such other relevant publicly available information~~  
12 ~~that shall assist the UNION in developing intelligent, accurate, informed and~~  
13 ~~constructive programs.~~ If such requests affect more than one  
14 College/University, they should be sent directly to the Office of Employee  
15 Relations.”  
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35 **Tentative Approval**

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40 CNJSC, AFT, AFL-CIO

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43 State of New Jersey  
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Date


1 **Contract Provision:** Art. IX B. (provided May 16, 2011)

2 **Proposed Change:** Modify to read as follows:

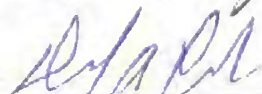
3 The Local UNION shall have the right to designate a local UNION  
4 Observer plus one additional person, to observe the public budget  
5 hearings conducted by the Board of Trustees ~~or any committee of~~  
6 ~~the Board of Trustees~~ of the College/University.

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**Tentative Approval**

  
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CNJSCL, AFT, AFL-CIO

6/26/12  
**Date**

  
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State of New Jersey

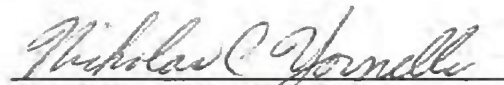
6/26/12  
**Date**

1 **Contract Provision:** Art.IX D (revised from State's 5/30/12 and 6/11/12 proposals and  
2 Union's 6/4/12 and 6/11/12 counter) **State provided following revision June 14, 2012. Union**  
3 **responded on June 14, 2012 with a verbal counter, June 25, 2012 Union responded adding**  
4 **"however" on line 13).**

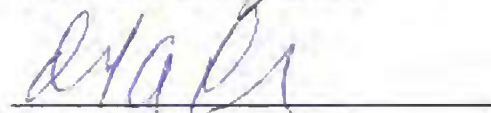
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6 **Proposed Change:** Revised language as follows:

7 D. The UNION shall have the right to appoint one employee observer to each college-wide  
8 committee of each State College/University, said observer being selected by a procedure  
9 established and administered by the UNION. **The sole role of the observer shall be to attend**  
10 **meetings of the college/university wide committees and to observe the proceedings. The**  
11 **observer shall not participate in the deliberations of the committee nor make any**  
12 **comments on the substantive issues before the committee, unless requested to do so. If,**  
13 **however, the observer believes that the committee is committing a procedural violation of**  
14 **this Agreement, the observer may take appropriate action which may include notifying the**  
15 **committee of said violation.** The observer's comment actions, which include notification of  
16 a perceived violations shall not in any way preclude or interfere with the committee's from  
17 continuing the deliberations. ~~If reporting report the violation to the President's designee~~  
18 ~~who will take action if necessary.~~

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24 **Tentative Approval**

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29 **CNJSCCL, AFT, AFL-CIO**

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**Date**

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33 **State of New Jersey**

6, 26, 12  
\_\_\_\_\_  
**Date**


1 **Contract Provision:** Art. IX E. (provided on May 16, 2011)

2 **Proposed Change:** Modify to read as follows:


3 ~~Except for representatives designated by the UNION, e~~ Employees  
 4 serving on committees at the Colleges/Universities dealing with  
 5 terms and conditions of employment shall not be considered to be  
 6 a representative of the UNION, nor shall their views be construed  
 7 to represent the views of the negotiating unit. This provision shall  
 8 not be construed to limit the other functions of persons serving on  
 9 such committees as a result of the operation of the governance  
 10 process at any College/University.

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**Tentative Approval**

  
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 CNJSCL, AFT, AFL-CIO

6/26/12  
 Date

  
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 State of New Jersey

6/26/12  
 Date

1 **Art X G. 2 Union Rights**

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3 a. The President of the Council of New Jersey State College Locals, AFT/AFL-CIO and one  
4 (1) UNION representative designated on each campus will be permitted to reduce his or her  
5 teaching load by one course per semester to a maximum of eight (8) credits per academic year,  
6 provided that the UNION reimburses the College/University for such reduction and release time  
7 at the applicable overload rate plus the additional ABP (8%) and FICA employer contributions  
8 and provided that arrangements are mutually agreed to between the President of the  
9 College/University and the UNION.

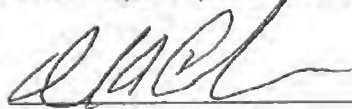
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11 b. At a College/University where prior practice or local agreement, as of July 1, 2011,  
12 afforded the President release time in excess of 8 credits per academic year, the President shall  
13 be entitled to release of no more than two (2) courses per semester to a maximum of twelve (12)  
14 credits per academic year or the amount of release time afforded during academic year 2011-  
15 2012, whichever is less. At a College/University where prior practice or local agreement, as of  
16 July 1, 2011, granted Union representatives, other than the President, release time, such release  
17 time shall not exceed one (1) course per semester. The total amount of release time granted to  
18 the Local UNION in any academic year during the term of this agreement shall not exceed  
19 twelve (12) credits inclusive of the release time utilized by the President. Release time granted  
20 to an individual other than the President shall be subject to approval by the College/University,  
21 which shall not be withheld unreasonably.

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23 c. In addition to the above, a Local UNION may request additional release time and absent  
24 compelling reasons to the contrary, a Local UNION requests for approval shall be honored by  
25 the College/University. The UNION shall reimburse the College/University for such release  
26 time in an amount equal to 9% of the individual's salary for the release from each three (3) credit  
27 course and 12% of the individual's salary for each four (4) credit course.

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29 d. Any additional release time, not requested under paragraphs (a), (b) or (c) above, shall be  
30 negotiated locally and, except for the reimbursement rate provision contained in this paragraph  
31 (d), shall take precedence over paragraphs (a), (b) and (c) above so long as said agreement is in  
32 writing and executed by the Local Union and the College/University. For release time requested  
33 under this paragraph (d), the reimbursement rate set forth in paragraph (c) of this subsection shall  
34 also be subject to local negotiations, provided that reimbursement shall be no greater than set  
35 forth in paragraph (c) and no less than set forth in paragraph (a) and provided that any such  
36 agreement shall be reduced to writing and signed by the Local Union and the College/University.  
37 Local negotiations shall take place in accordance with New Jersey Employer Employee  
38 Relations and its governing regulations.

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Tentative Approval

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CNJSCL, AFT, AFL-CIO (FT)

  
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State of New Jersey

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Date

7, 3, 12  
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1 **Contract Provision:** Art.X G. 3

2 **Proposed Change:** Modify to read as follows:

3 Librarians or professional staff serving as the UNION's President  
4 shall be allowed to conduct UNION business during the workweek  
5 as needed. Each College/University and Local Union President  
6 shall work out details regarding this arrangement. ~~Librarian or~~  
7 ~~Professional staff service as Union President shall not have a~~  
8 ~~negative impact on their reappointment evaluation.~~

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12 **Tentative Approval:**

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CNJSCL, AFT, AFL-CIO

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State of New Jersey

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7/3/12

1 **Art. XI C6 Council's Counter Proposal as Provided on June 26, 2012**

The summer session rate per semester hour credit for State College/University employees for courses that begin on or after July 1, 2011 and each July 1 thereafter shall be established at the following minimum rate:

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RANK	2011	2012	2013	2014
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1300	\$1300	\$1400	\$1500
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1250	\$1250	\$1350	\$1450
Professional Staff	\$1250	\$1250	\$1350	\$1450

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**Tentative Approval**

\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO (FT)

  
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State of New Jersey

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**Art. XII.B. (Council's Counter Proposal as Provided on June 26, 2012)**

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

<u>Title</u>	<u>Sept 2011</u>	<u>Sept 2012</u>	<u>Sept 2013</u>	<u>Jan 2014</u>	<u>Sept 2014</u>	<u>Jan 2015</u>
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1300	\$1300	\$1350	\$1400	\$1450	\$1500
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1250	\$1250	\$1300	\$1350	\$1400	\$1450
Professional Staff	\$1250	\$1250	\$1300	\$1350	\$1400	\$1450

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**Tentative Approval**

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CNJSCL, AFT, AFL-CIO (FT)

  
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State of New Jersey

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Date

7/13/12  
Date

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1 **Contract Provision:** Art. XII A1 and C (State provided May 16, 2011, modified  
2 June 20, 2012 and June 21, 2012, AFT countered June 27, 2012 (keeping A1 and  
3 C and adding new C1) State's June 27, 2012 counter to AFT proposal – 6:00  
4 p.m.in bold)

5 Proposed Change: Addition of new paragraph – C 1

6 Non-teaching duties may include scholarly, research, and artistic activities; service through  
7 sharing their professional expertise both within and beyond the College/University; the  
8 mentoring and advisement of the students in their courses and programs. During the period of  
9 instruction faculty shall be present on campus as necessary to their professional responsibilities  
10 and shall also be accessible to students, faculty and staff colleagues through whatever normal  
11 electronic, telephonic or written modes they find most convenient during the academic year.  
12 Nothing contained herein shall in any way affect the terms and/or continued application of any  
13 locally negotiated agreements and/or previous practices pertaining to non-teaching  
14 responsibilities, nor shall anything contained herein affect the rights of the College/University,  
15 UNION or Local Union under the New Jersey Employer-Employee Relations Act.

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17 **Tentative Approval**

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CNJSC, AFT, AFL-CIO

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**Contract Provision:** Art.XIII C (provided on May 16, 2011)

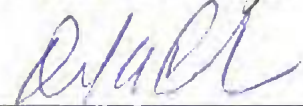
**Proposed Change:** Modify to read as follows:

Notice of reappointment and non-reappointment of full time employees governed under the tenure provisions of N.J.S.A. 18A:60-6 et seq., shall be given in writing not later than March 1 of the first and second academic years of service and not later than December ~~15~~ 21 ~~February 1~~ of the third, fourth and fifth year of service. (No change to remainder of paragraph).

**Tentative Approval**

  
\_\_\_\_\_  
**CNJSL, AFT, AFL-CIO**

6/25/12  
**Date**

  
\_\_\_\_\_  
**State of New Jersey**

6/25/12  
**Date**

1 Contract Provision: Art. XIV C (provided on May 16, 2011 revised on  
2 September 23, 2011 and June 20, 2012)

3  
4 **Proposed Change:** Modify to read as follows:  
5

6 C. The procedures for promotional consideration utilized in the  
7 College/University, if universally applicable, or in the division,  
8 department or similar unit in which the faculty member is  
9 employed, shall be fairly and equitably applied to all applicants  
10 and nominees. The procedures shall provide for consideration  
11 based on criteria established by the College/University, appropriate  
12 to the College/University and the work unit. The current and  
13 applicable procedures, including a statement of such criteria, shall  
14 be provided in written form for the understanding of all affected  
15 faculty members. This provision shall not be construed as a waiver  
16 of the Colleges'/Universities' right to promote, under procedures  
17 set by the Colleges/ Universities, employees not included in the  
18 negotiating unit. The Colleges/ Universities, however, recognize  
19 the value of peer consultation and except in unusual circumstances  
20 will consult with the involved department concerning the  
21 procedures to be used in any particular case **involving negotiation**  
22 **unit members.**  
23

24  
25 **Tentative Approval**  
26

27  
28 \_\_\_\_\_  
29 **CNJSL, AFT, AFL-CIO**

30  
31   
32 \_\_\_\_\_  
33 **State of New Jersey**  
34

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
**Date**

7 / 10 / 12  
\_\_\_\_\_  
**Date**

**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**May 16, 2011 Proposals of the State of New Jersey**

**Contract Provision:** Art. XV. A

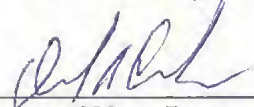
**Proposed Change:** Modify to read as follows:

Employees have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the employee, it is expected that he or she shall continue to serve until the completion of the academic year or for the term of his or her appointment **unless another date is mutually agreed to by the College/University and the employee.**

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

2/24/2012  
Date

  
\_\_\_\_\_  
State of New Jersey

2/24/12  
Date

**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**May 16, 2011 Proposals of the State of New Jersey**

**Contract Provision:** Art. XV. C.

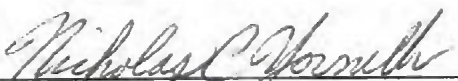
**Proposed Change:** Modify to read as follows:

**C. Retirement**

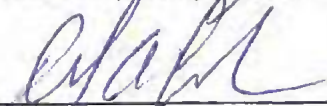
Conditions of retirement are set forth in the statutes governing the Teachers' Pension and Annuity Fund, the Alternate Benefit Program or the Public Employees' Retirement System, as may apply.

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

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

10, 7, 11  
Date

  
\_\_\_\_\_  
State of New Jersey

10, 7, 11  
Date

**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**May 16, 2011 Proposals of the State of New Jersey**

ASIS

**Contract Provision:** Art. XVI. B.2.

**Proposed Change:** Modify to read as follows:

2. Professional Staff employees who are released from their regular duties to attend work-associated meetings and conferences, to participate in UNION activities as provided in Article X.F, or to participate in professional improvement programs which include, but are not limited to, activities such as courses and seminars, shall not be required to make up the time missed. Such employees remain responsible for performing all work assignments in a timely fashion.

*Case May*

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

2, 24, 2012  
Date

  
\_\_\_\_\_  
State of New Jersey

2, 24, 112  
Date

**Union Proposed on 8/3/2011, State Counter Dec 2, 2011, Union Verbal Counter on Dec 2, (provided written counter on January 27, 2012), State Countered on January 27, 2012. Union Countered 6/4/12, State Counter 6/11/12**

**ARTICLE XVI  
PROFESSIONAL STAFF**

C.2. The practice of assigning out-of-title work to employees on other than an incidental basis shall be avoided. Instances of out-of-title work identified by the UNION and formally brought to the attention of the College/University shall be corrected immediately or by phasing out such assignment at the earliest time, which shall in any case be no later than ~~ninety (90)~~ **sixty (60)** days ~~thirty (30) days~~ from the time of notification by the UNION. All disputes as to whether the work is within the job description pertaining to the employee(s) involved shall be resolved by appeal pursuant to applicable statute. All disputes concerning the phasing-out period shall be resolved through the grievance procedure.

C.3. Where ~~temporary~~ out-of-title work assignments are made for longer thirty (30) calendar days ~~one (1) month~~, full-time employees deemed capable of performing the work, where available, shall be given the opportunity to assume such higher out-of-title work in the work unit, ~~be paid in that title's range~~, and shall have the right to refuse such assignments based on job classification seniority. Where the assignment of out-of-title work in a higher classified title is made for longer than sixty (60) calendar days, the full-time employee shall be paid for those duties performed in that assigned title's range beginning on the 61<sup>st</sup> calendar day for as long as those duties are performed. **In the event that a dispute arises over the compensation for those duties performed in that assigned title's higher range, the compensation for such assignment shall be negotiated between the College/University and the Local Union in accordance with the New Jersey Employer-Employee Relations Act.** Where such assignments are readily identifiable by the College/ University, the eligible employees concerned shall be notified and a copy of the notification shall be given to the UNION.

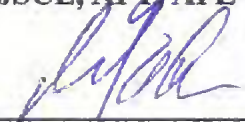
D. Full-time professional staff employees who meet or exceed the criteria for performance-based promotion are eligible to be considered for such promotions, which consist of advancement to the next higher title in the employee's title series. The next higher title for Program Assistants will be Professional Services Specialist IV. The criteria for performance-based promotion will be established by the College/University ~~President, appropriate to the College/University and the work unit, division, department or work unit~~, and provided in written form for the understanding of all affected employees. If not already locally negotiated, 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 professional staff member is employed, shall be fairly and equitably applied to all applicants and nominees. The College/University

recognizes the value of peer input and therefore, the applicant may include, as a part of their promotion packet, recommendations from peers and/or others who are familiar with their work. (sub-committee recommendation), consultation and will include a level of review by a committee composed of professional staff members from the campus, to be negotiated between the College/University and the local UNION. In the event that a professional staff member is denied a performance based promotion the President or his or her designee shall, at the request of the employee, provide written reasons based on the established criteria for decision. An eligible full-time professional staff employee and/or the employee's out-of-unit supervisor may submit a written application setting forth justification for promotion to the College/University president or designee thereof. The College/University President shall determine whether a promotion shall be granted. Nothing herein shall supersede any locally negotiated agreements on performance based promotions already in effect.

K. ~~In addition to participating in the Career Development Program as set forth in Appendix II, full-time professional staff may make application for paid leave of up to one semester one year for the purpose of personal development aimed at improving professional skills mutually beneficial to the College/University and the employee. These leaves shall be funded at three quarters (3/4) salary for one year, and full salary for one semester. There shall be a statewide total of twenty-four (24) such leaves in each fiscal year of the Agreement. There shall be no carry-over of such leaves from one fiscal year to another.~~ Each College/University is authorized to shall locally negotiate a program of professional development leaves aimed at improving professional skills mutually beneficial to the College/University and the employee.

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT/AFL-CIO

  
\_\_\_\_\_  
State of New Jersey

6 / 14 / 2012  
\_\_\_\_\_  
Date

6 / 19 / 12  
\_\_\_\_\_  
Date



105B

**State of New Jersey and CNJSCL, AFT, AFL-CIO  
May 16, 2011 Proposals of the State of New Jersey**

**Contract Provision:** Art. XVII. H.

**Proposed Change:** Modify to read as follows:

H. Employees who are released from their regular duties to attend work-associated meetings and conferences, or who participate in union activities as provided in Article X.F, or who participate in professional improvement programs which include but are not limited to activities such as courses and seminars, shall not be required to make up the time missed. Such employees remain responsible for performing all work assignments, in a timely fashion.

*Agree May*

**Tentative Approval**

*Nicholas C. Zarull*  
CNJSCL, AFT, AFL-CIO

2, 24, 2012  
Date

*[Signature]*  
State of New Jersey

2, 24, 12  
Date

CNJSL FULL TIME/PART TIME UNIT CONTRACT PROPOSAL  
COUNTER TO THE STATE 5/4/2012

Article XVIII

DEPARTMENT CHAIRPERSONS

1 A. Department Chairpersons shall be recommended for  
2 appointment by election elected by the members of the  
3 department and ~~appointed by the President~~ Upon election, and  
4 ~~with the concurrence of the Dean, a the recommendation for~~  
5 appointment shall be forwarded to the President who may  
6 consult with the Dean on the recommendation. The usual term  
7 of service for a department chair shall be and shall serve for a  
8 term of three (3) academic years. ~~Prior to the initiation of this~~  
9 ~~process, the President or his/her designee shall meet with a~~  
10 ~~committee of the department to address concerns, if any, regarding~~  
11 ~~the departmental procedures, and to consult concerning the criteria~~  
12 ~~for selection.~~ In the event individuals from outside the department  
13 are to be nominated, the Faculty Committee and all voting  
14 members of the department shall be provided with comprehensive,  
15 relevant information regarding those candidates' qualifications.  
16

17 B. In the event that the President rejects an elected individual, the  
18 President or his/her designee ~~must deliver his/her reasons, either~~  
19 ~~formally in writing or informally in person,~~ shall provide the  
20 reasons to the department at a meeting called for that purpose no  
21 later than thirty (30) days after date of the election. The  
22 department will then hold another election as soon as practicable.  
23

24 D. ~~Those department chairpersons serving as of the date of the~~  
25 ~~execution of this Agreement shall complete their term.~~ Terms of  
26 office begin on July 1. Elections occur in the spring of the  
27 preceding academic year and shall normally be completed by April  
28 30.

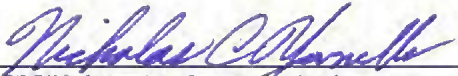
CNJ SCL FULL TIME/PART TIME UNIT CONTRACT PROPOSAL  
COUNTER TO THE STATE 5/4/2012

30 E. The College/University shall provide the Department  
31 Chairperson and faculty within the department a copy of the job  
32 description of the duties and responsibilities of the Chairperson  
33 position. The local UNION shall be provided with a copy of the  
34 Chairperson's duties and responsibilities. Any modifications to  
35 existing chairperson job descriptions or creating chair job  
36 descriptions where they do not exist shall be done in consultation  
37 with the local union. At least one semester's notice shall be  
38 provided to the local UNION of any anticipated modifications to  
39 any existing chairperson job description or of any newly created  
40 chairperson job description where they do not presently exist.

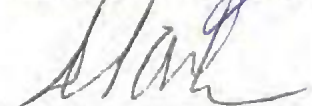
41  
42 F. Nothing contained herein shall be construed to limit the right of  
43 a President to remove a Chairperson from office prior to the  
44 completion of his/her term if the President determines that the  
45 Chairperson is not adequately performing the responsibilities  
46 of the position or to appoint an acting department chairperson  
47 should a vacancy occur for any reason pending the completion  
48 of the procedures set forth.

**NOTE:** Language removed in F was for clarification, the President or his designee has the right to remove a chairperson if he/she is not performing his duties.

Tentative Approval

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

5, 30, 12  
Date

  
\_\_\_\_\_  
State of New Jersey

5, 30, 12  
Date

1 **Contract Article:** Article XIX (Health Benefits, Prescription, and Dental)  
2 **(Includes Maintenance of Benefits submitted on July 1, 2011, revised January 27, 2012 and**  
3 **May 30, 2012; Revised preamble and B 2 and 3 on June 26, 2012 )**

4 **Proposed Change:** Revise XIX A – E as follows:  
5

6 **The provisions of this Article are for informational purposes only and are not**  
7 **subject to the contractual grievance/arbitration provisions of Article VII. Following the**  
8 **expiration of this Agreement, these provisions of P.L. 2011, c. 78 that are incorporated into**  
9 **this Article and that become negotiable under law, shall become subject to the contractual**  
10 **grievance/arbitration provisions of Article VII.**

11  
12 A. 1. The State Health Benefits Program is applicable to ~~full-time~~ employees covered by this  
13 Agreement. Effective July 1, 2003, new employees hires are not eligible for coverage  
14 enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS Plan have  
15 been abolished.

16 2. It is agreed that, as part of the State Health Benefits Program, the State shall  
17 continue the Prescription Drug Benefit Program during the period of this Agreement, to  
18 the extent it is established and/or modified by the State Health Benefits Plan Design  
19 Committee, in accordance with P.L. 2011, c.78: effective January 1, 2012 (and each year  
20 thereafter) Through December 31, 2011, active eligible employees are able to participate in  
21 the prescription drug card program. Similarly, through December 31, 2011, active eligible  
22 employees are able to elect to participate in the NJDIRECT 15 Plan (as it existed on June  
23 30, 2011). In the alternative, through December 31, 2011, active eligible employees are able  
24 to elect to participate in an HMO which existed in the program as of June 30, 2011.  
25 Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide  
26 to employees the option to select one of at least three levels of coverage each for family,  
27 individual, individual and spouse, and individual and dependent, or equivalent categories,  
28 for each plan offered by the program differentiated by out of pocket costs to employees  
29 including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health  
30 Benefits Plan Design Committee has the sole discretion to set the amounts for maximums,  
31 co-pays, deductibles, and other such participant costs for all plans in the program and has  
32 the sole discretion to determine the plan design, plan components offerings and coverage  
33 levels under the program.

34 1. — For the period July 1, 2007 to March 31, 2008 or as soon thereafter as the PPO  
35 and HMO plans that are the subject of a Request for Proposal by the State Health Benefits  
36 Commission in 2007 are in effect employees will remain in their current plan: Traditional  
37 Indemnity, Managed Care/Point of Service (NJ Plus), or an HMO approved by the State Health  
38 Benefits Commission. The provisions of Section 2b below, shall apply effective April 1, 2008 or  
39 as soon thereafter as the PPO and HMO plans that are the subject of a Request for Proposal by  
40 the State Health Benefits Commission in 2007 are in effect.

41 2. a. — Effective the first full pay period of July 2007 and continuing through the term of  
42 the Agreement, employees will pay 1.5% of their annual base salary as a contribution to be used  
43 for the express purpose of sharing the cost of health benefits provided by the State. The parties  
44 agree that there shall be no open enrollment period triggered by this contribution. The parties

1 agree that should an employee voluntarily waive all coverage under the State Health Benefits  
2 Plan ("SHBP") and provide a certification to the State that he/she has other health insurance  
3 coverage, the State will waive the 1.5% contribution for that employee. —

4 b. — Effective April 1, 2008 or as soon thereafter as the PPO and HMO plans that are  
5 the subject of a Request for Proposal by the State Health Benefits Commission in 2007 are in  
6 effect, active eligible employees will be able to elect to participate in a PPO, with a national  
7 network and the same benefit design as the current NJ Plus plan, except as modified in paragraph  
8 e below. In the alternative, active eligible employees will be able to elect to participate in an  
9 HMO. Effective April 1, 2008 or as soon thereafter as the PPO and HMO plans that are the  
10 subject of a Request for Proposal by the State Health Benefits Commission in 2007 are in effect  
11 the Traditional Plan and the NJ Plus POS shall be abolished, and HMO's and DPO's will be  
12 consolidated.

13 c. — Effective July 1, 2007, in-network doctor visit co-pays, including specialist co-  
14 pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network  
15 prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room  
16 co-pay will increase from \$25 to \$50, which is waived if admitted

17 3. — Coordination of Benefits Effective July 1, 2004, if a husband and wife are both  
18 eligible for coverage under the State Health Benefit Program as employees:

19 — Each may elect single coverage in any participating health plan, provided that he  
20 or she is not covered under a health plan as a dependent of his or her spouse. Each qualified  
21 dependent is eligible for coverage under one parent only.

22 4. — Active employees will be able to use pre-tax dollars to pay contributions to health  
23 benefits under a Section 125 premium conversion option. All contributions will be by  
24 deductions from pay.

25 5.3. **Medicare Reimbursement** - Effective January 1, 1996, consistent with law, the  
26 State will no longer reimburse active employees or their spouses for Medicare Part B premium  
27 payments.

28 B. The STATE will extend to a maximum period of ninety (90) days the health insurance  
29 coverage for eligible employees and their covered dependents enrolled in the STATE Health  
30 Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and  
31 who are granted an approved sick leave without pay with the cost being paid as herein provided  
32 above.

34 — C. In those instances where the leave of absence (or an extension of such leave) without pay  
35 is for a period of more than ninety (90) days, the employees may still prepay Health Benefits  
36 premiums at the group rate provided to the STATE for the coverage provided in paragraph A-1  
37 for the next two hundred seventy (270) days of the approved leave of absence following the  
38 period of ninety (90) days paid for by the STATE as provided in paragraph B above

39 **D.B.. Contributions Towards Health and Prescription Benefits**

40 1. **Effective July 1, 2011, or as soon thereafter as the State completes the necessary**  
41 **administrative actions for collection, employees shall contribute, through the withholding**  
42 **of the contribution from the pay, salary, or other compensation, toward the cost of**  
43 **health care benefits coverage for the employee and any dependent provided under the**  
44 **State Health Benefits Program in an amount that shall be determined in accordance**  
45 **with section 39 of P.L. 2011, c. 78, except that, in accordance with Section 40(a) of P.L.**  
46 **2011, c. 78, an employee employed on July 1, 2011 shall pay:**

- 1 a) from implementation through June 30, 2012, one-fourth of the amount of  
2 contribution;  
3 b) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;  
4 c) from July 1, 2013 through June 30, 2014, three-fourths of the amount of  
5 contribution; and  
6 d) from July 1, 2014, the full amount of contribution,

7 as that amount is calculated in accordance with section 39 of P.L. 2011 c. 78. After full  
8 implementation, the contribution levels shall become part of the parties' collective  
9 negotiations and shall then be subject to collective negotiations in a manner similar to other  
10 negotiable items between the parties.

11 2. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78  
12 under this subsection shall not under any circumstance be less than the 1.5 percent of  
13 base salary. ~~that is provided for in subsection e. of section 6 of P.L. 1996, c.8 (C.52:14-~~  
14 ~~17.28b)~~

15 3. An employee who pays the contribution required under ~~this subsection~~ section 40  
16 (a) of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of  
17 base salary. ~~under those subsections listed above subsection e. of section 6 of P.L. 1996,~~  
18 ~~e.8 (C.52:14-12.28b).~~

19  
20 4. The contribution shall apply to employees for whom the employer has assumed a  
21 health care benefits payment obligation, to require that such employees pay at a  
22 minimum the amount of contribution specified in this section for health care benefits  
23 coverage.

24  
25 5. Should the necessary administrative actions for collection by the State not be  
26 completed by July 1, 2011, collection of the contribution rates set forth in section 39 of  
27 P.L. 2011, c. 78 and paragraph 1 above, shall not be applied retroactively to the effective  
28 date of P.L. 2011, c. 78 ~~this act's effective date,~~ provided, however, the employee shall  
29 continue to pay at least 1.5% of base salary during such implementation period.

30 6. The parties agree that should an employee voluntarily waive all coverage under the  
31 State Health Benefits Plan ("SHBP") and provide a certification to the State that he/she  
32 has other health insurance coverage, the State will waive the contribution for that  
33 employee.

34 7. An employee on leave without pay who receives health and prescription benefits  
35 provided by the State Health Benefits Program shall be required to pay the above-outlined  
36 contributions, and shall be billed by the State for these contributions. Health and  
37 prescription benefit coverage will cease if the employee fails to make timely payment of  
38 these contributions.

39 8. Active employees will be able to use pre-tax dollars to pay contributions to health  
40 benefits under a Section 125 premium conversion option. All contributions will be by  
41 deductions from pay.

1 **E. C. Dental Care Plan Program**

2 **1.** It is agreed that the STATE shall continue the Dental Care Program **Plan** during the  
3 period of this Agreement **to the extent it is established and/or modified by the State Health**  
4 **Benefits Plan Design Committee, in accordance with P.L. 2011, c. 78, effective January 1,**  
5 **2012 (and each year thereafter) Through December 31, 2011, active eligible employees are**  
6 **able to participate in the Dental Care Plan as described in the parties' July 1, 2007 – June**  
7 **30, 2011 collective negotiations agreement. Pursuant to P.L. 2011, c. 78, the State Health**  
8 **Benefits Plan Design Committee has the sole discretion to set the amounts for maximums,**  
9 **co-pays, deductibles, and other such participant costs for all plans in the program and has**  
10 **the sole discretion to determine the plan design, plan components offerings and coverage**  
11 **levels under the program.** The program shall be administered by the STATE and shall provide  
12 benefits to all eligible full-time unit employees and their eligible dependents.

13 **2.** Participation in the **Plan Program** shall be voluntary with a condition of participation  
14 being that each participating employee authorize a bi-weekly salary deduction **as set forth by**  
15 **the State Health Benefits Plan Design Committee, not to exceed 50% of the cost of the type of**  
16 **coverage elected; e.g., individual employee only, husband and wife, parent and child or family**  
17 **coverage.**

18 There shall be only one opportunity for each eligible employee to enroll and elect the type of  
19 coverage desired, and, once enrolled, continued participation shall be mandatory.

20 **3.** Each employee shall be provided with a brochure **A member handbook** describing the  
21 details of the **Plan Program**, and enrollment information and the required **enrollment** forms **are**  
22 **available on the Division of Pensions and Benefits' website.**

23 **4.** Participating employees shall be provided with an identification card to be utilized when  
24 covered dental care is required.

25 ~~— Employees have, in addition to the program outlined above, an option to participate in one of~~  
26 ~~the current Group Dental Programs that provide services through specific dental clinics and~~  
27 ~~which will continue during the term of this Agreement with the understanding that the providers~~  
28 ~~comply with their contractual obligations to the State. Participation in any of the various Group~~  
29 ~~Dental Programs shall be voluntary with a condition that each participating employee authorize a~~  
30 ~~bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year~~  
31 ~~period. Employees will be able to enroll in only one of the available programs or in no program~~  
32 ~~at all.~~

33

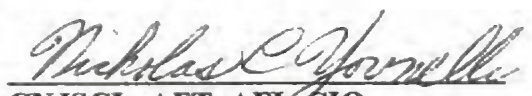
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**G. Maintenance of Benefits**

~~There will be no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in (a) NJ Plus POS until its termination, the PPO or an HMO, (b) Prescription Drug Plan, (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement between the State and the Union during the term of this Agreement. During the period July 1, 2007 to June 30, 2011, the State agrees that it will not assert that this provision is outside the Scope of Negotiations.~~

~~This Agreement is not intended to diminish the salary now paid to an employee who continues in the employment of the STATE whose status continues unchanged.~~

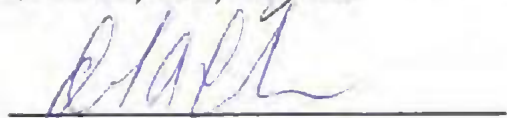
**Tentative Approval**



CNJSCL, AFT, AFL-CIO

6 / 26 / 12

Date



State of New Jersey

6 / 26 / 12

Date



CNJSL FULL TIME/PART TIME UNIT CONTERPROPOSAL TO THE STATE  
9/23/2011

9/23/11  
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agreed  
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Article XIX

F. Eye Care Program

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

7 The Program shall provide for eligible full-time employees and eligible dependents as defined  
8 above to receive a ~~\$35~~ \$40 payment for prescription eyeglasses with regular lenses and a \$40  
9 \$45 payment for such glasses with bifocal lenses. ~~Effective July 1, 2005 the lens benefit will be~~  
10 ~~increased by \$5.00 pursuant to the current bi-annual formula.~~

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

14 Proper affidavit and submission of receipts are required of the employee in order to receive  
15 payment. Each eligible employee and dependent may receive only one payment for glasses and  
16 one payment for examinations during the period from July 1, ~~2009~~ 2011 to June 30, ~~2009~~ 2013,  
17 and one payment for glasses and one payment for examination during the period from July 1,  
18 ~~2009~~ 2013 to June 30, 2014 2015. The forms to be filled out by the employee for payment shall  
19 identify both the STATE and the Union, but shall be submitted directly to the College/University  
20 where the employee is employed.

Tentative Approval

Nicholas C. Yannello  
CNJSL, AFT, AFL-CIO

10/7/11  
Date

[Signature]

10/7/11

1 **XXI Salary (Council Counter Proposal as Provided on June 26, 2012)**

2 It is agreed that during the term of this Agreement for the period of July 1, 2011–June 30,  
3 2015, the following salary and fringe benefit improvements shall be provided to eligible  
4 employees in the unit within the applicable policies and practices of the State and in keeping  
5 with the conditions set forth herein.

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

10 A. There shall be a one (1%) percent across the board increase applied to the current base  
11 salary of each employee covered by this Agreement effective the first full pay period in July  
12 2013 for twelve (12) month employees and the first full pay period in September 2013 for ten  
13 (10) months employees.

14  
15 B. There shall be a one and three-quarter (1.75%) percent across the board increase applied  
16 to the current base salary of each employee covered by this Agreement effective the first full pay  
17 period in July 2014 for twelve (12) month employees and the first full pay period in September  
18 2014 for ten (10) months employees.

19  
20 C. The salary schedule shall be adjusted as set forth in Appendix V to incorporate these  
21 increases for each step of each salary range. Each employee shall receive the increases by  
22 remaining at the step in the range occupied prior to the adjustments.

23  
24 D. Normal increments shall be paid to all employees eligible for such increments according  
25 to the terms of this Agreement. Effective on or after June 24, 2006, there shall be a twelfth step  
26 added to all ranges. Employees who have been at the eleventh step of the same range for fifty-  
27 two (52) full pay periods or longer shall be eligible for movement to the twelfth step if warranted  
28 by performance.

29  
30 Effective the first full pay period on or after July 1, 2011 through the last full pay period  
31 of Fiscal Year 2012 and notwithstanding any other provisions of this Agreement, no employee  
32 shall be eligible for any step increments. During this 26 pay period term, eligible employees  
33 shall not move to the next step on the guide. No time during the freeze shall count towards time  
34 needed for movement to the any step on the salary guide.

35  
36  
37 **Tentative Approval**

38  
39  
40 \_\_\_\_\_  
41 CNJSCL, AFT, AFL-CIO

42   
43 \_\_\_\_\_  
44 State of New Jersey

\_\_\_\_\_ / / \_\_\_\_\_  
Date

\_\_\_\_\_ 7 / 3 / 12 \_\_\_\_\_  
Date

1 Contract Article:Art. XXI, G (provided July 1, 2011 (dated June 22, 2011), AFT counter  
2 May 4, 2012 and June 4, 2012, State Revised May 30, 2012 and June 20, 2012, State  
3 Countered June 25, 2012 added "for each fiscal year of this Agreement to lines 16 and 17)

4  
5 **Proposed Change:** Delete the **Modify** following paragraph:  
6

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

14 Funding for Career Development

- 15 1. ~~During term of this agreement, Tt~~The Career Development Program shall be funded  
16 by each College/University at the rate of \$60 per full-time unit member for each fiscal  
17 year of this Agreement. per year. subject to the availability of funds.
- 18 2. ~~Current Local procedures and/or locally negotiated existing procedures at each~~  
19 ~~College/University shall be followed for the implementation of the Career Development~~  
20 ~~Program. To the extent a College/University has an existing procedure that~~  
21 ~~procedure shall remain in full force and effect until such time as changes may be~~  
22 ~~made pursuant to law. If no local procedure and/or negotiated agreement exists,~~  
23 ~~pursuant to 18A:60-10, the Local Union and College/University shall negotiate a~~  
24 ~~procedure for the Career Development Program as may be required by law. By mutual~~  
25 ~~agreement, the Union and the College/University may modify an existing agreement.~~  
  
26 Locally negotiated or accepted procedures shall be followed in the implementation of the  
27 Career Development program. To the extent that a College/University has a locally  
28 negotiated or accepted procedure, those procedures shall remain in full force and effect  
29 until such time as a change is made **negotiated. If no locally negotiated agreement is**  
30 **reached then changes, if any, shall be made** in accordance with the New Jersey  
31 Employer-Employee Relations Act and its governing regulations. If no locally negotiated  
32 or accepted procedure exists **pursuant to 18A:60-10**, the local Union and the  
33 College/University shall negotiate a procedure **for the Career Development program** in  
34 accordance with the New Jersey Employer-Employee Relations Act and its governing  
35 regulations.
- 36 3. If after all grants in a given award cycle have been decided and there are monies left over  
37 from the Career Development, those monies shall be transferred to the Tuition  
38 Reimbursment program.
- 39 4. Nothing herein shall prevent a College/University from funding this program at a greater  
40 rate than prescribed above..

1 Unfair Practice Charge to be withdraw in a separate MOA.

2

3

**Tentative Approval**

*Nicholas C. Spavelli*  
CNJSCL, AFT, AFL-CIO (FT)

6/26/12  
Date

*[Signature]*  
State of New Jersey

6/26/12  
Date

4

**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**May 16, 2011 Proposals of the State of New Jersey**

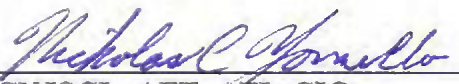
**Contract Provision:** Art. XXII. F. 1.

**Proposed Change:** Modify to read as follows:

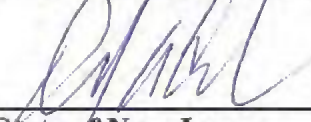
**F. Payroll**

1. Each pay period shall consist of fourteen (14) calendar days commencing at 12:01 a.m. Saturday and ending at midnight on the second Friday following. ~~The first pay period of Fiscal Year 1995-96 (14/95) commences on June 24, 1995~~

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

7, 12, 11  
Date

  
\_\_\_\_\_  
State of New Jersey

7, 12, 11  
Date

**State of New Jersey and CNJSCL, AFT, AFL-CIO  
May 16, 2011 Proposals of the State of New Jersey**

**Contract Provision:** Art. XXII. F. 4

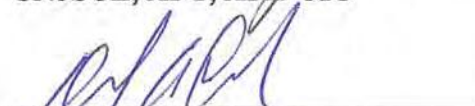
**Proposed Change:** NEW:

**4. Employees may be required to participate in direct deposit  
at the discretion of the College/University.**

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

10 / 7 / 11  
Date

  
\_\_\_\_\_  
State of New Jersey

10 / 7 / 11  
Date

**Contract Provision:** Art. XXIII (Reimbursement for Travel) (provided May 16, 2011, AFT Counter May 4, 2012, State revised May 30, 2012)

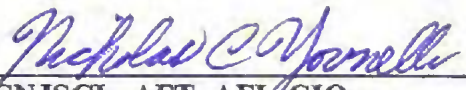
**Proposed Change:** ~~Delete Article XXIII:~~

All approved travel (including meals and lodging) shall be reimbursed in accordance with the established travel policy at each College/University as of the date of the Agreement. **The UNION shall be notified of any changes to said policy.** ~~during the term of this Agreement shall be subject to local negotiations.~~ Where a College/University does not have an established travel policy, the terms of Article XXIII set forth in the 2007-2011 Agreement shall remain in effect, **until a travel policy is established by the College/University.** ~~for the duration of this Agreement.~~

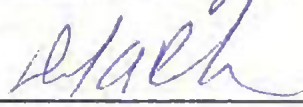
**The terms of this provision shall not operate as a waiver of the rights of the UNION, the local union or the State under the New Jersey Employer-Employee Relations Act.**

~~Keep section C. and section H.~~ **Delete remaining sections of this Article.**

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFV-CIO

6, 14, 2012  
Date

  
\_\_\_\_\_  
State of New Jersey

6, 14, 12  
Date

**Contract Provision:** Art. XXV. A. 2 (Provided May 16, 2011, revised July 12, 2011 and June 20, 2012)

**Proposed Change:** Delete Lincoln's Birthday from list of holidays and modify as follows:

2. ~~The legal holidays for the purpose of this Agreement are as follows~~ The foregoing list of holidays is illustrative as the parties recognize N.J.S.A. 11A:6-24.1, and any amendments thereto, as the governing statute for collective negotiations purposes. actual holidays recognized in this contract are set forth by statute N.J.S.A. 11A:6-24.1, including any amendments thereto

New Year's Day

Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)

Lincoln's Birthday

**President's Day** (3<sup>rd</sup> Monday in February) ~~Washington's Birthday~~

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Election Day


Columbus Day (2<sup>nd</sup> Monday in October)

Veterans' Day (November 11)

Thanksgiving Day

Christmas Day

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

6/21/12  
Date

  
\_\_\_\_\_  
State of New Jersey


6/21/12  
Date




**Contract Provision:** Art. XXVI. A. 1 (Provided May 16, 2011)

**Proposed Change:** Delete XXVI A(Sick Leave Injury)

Tentative Approval

  
\_\_\_\_\_  
CNJSCL, AFT, AFE-CIO

6/21/12  
Date

  
\_\_\_\_\_  
State of New Jersey

6/21/12  
Date

1 Art. XXVII (Sabbatical Leave) (Council Counter Proposal As Provided on June 26, 2012).

2  
3 Each State College/University shall have a sabbatical leave program for its full-time, tenured  
4 faculty members (including Demonstration Teachers and Demonstration Specialists at the A. H.  
5 Moore School) and librarians. Sabbatical leaves shall be in half years leaves granted to those  
6 applicants with meritorious applications as evaluated pursuant to the procedures at each  
7 College/University and no more than once every seven years. At each College/University two  
8 (2) half year leaves may be combined into one (1) full year leave.

9 Application may be made for the purpose of pursuing a substantial project designed to yield  
10 publishable results and/or enhance competency as a scholar or teacher. Sabbatical leaves may  
11 also be granted for the pursuit of an accredited terminal degree program in an appropriate field of  
12 study and/or such other criteria that may be established by the College/University.

13 Locally negotiated or accepted procedures shall be followed in the implementation of the  
14 Sabbatical Leave program. To the extent that a College/University has a locally negotiated or  
15 accepted procedure, those procedures shall remain in full force and effect until such time as a  
16 change is negotiated. If no locally negotiated agreement is reached then changes, if any, shall be  
17 made in accordance with the New Jersey Employer-Employee Relations Act and its governing  
18 regulations. If no locally negotiated or accepted procedure exists, the local Union and the  
19 College/University shall negotiate a procedure for the Sabbatical Leave program in accordance  
20 with the New Jersey Employer-Employee Relations Act and its governing regulations.

21 B. 1-7 remain in the contract. All other provisions are deleted

22  
23  
24  
25 **Tentative Approval**

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27  
28  
29  
30 \_\_\_\_\_  
31 CNJSCL, AFT, AFL-CIO

32  
33   
34 \_\_\_\_\_  
35 State of New Jersey

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Date

7, 3, 12  
Date

1 -**Contract Article:** Art. XXVIII (Provided May 16, 2011, AFT counter May 4, 2012 and June  
2 4, 2012, State Revised May 30, 2012 and June 4, 2012, 2:00 p.m, State revised para B on June  
3 11, 2012, Aft Countered on June 14, 2012, State's Counter on June 20, 2012 in italic. June 25,  
4 2012, State countered and struck "per year" and added "for each fiscal year of this Agreement".)  
5

6 **Proposed Change:** ~~Delete~~ Modify Article XXVIII as follows – Tuition Reimbursement  
7

8 A. Employees enrolled in a terminal degree program related to their areas of teaching or work as  
9 approved by the President of the College/University may receive tuition reimbursement at a rate  
10 of \$150 per credit or the actual tuition, whichever is less, during the term of this Agreement.

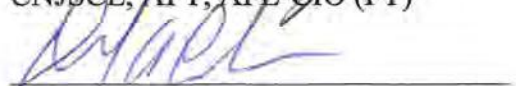
11 B Locally negotiated or accepted procedures shall be followed in the implementation of the  
12 Tuition Reimbursement program. To the extent that a College/University has a locally  
13 negotiated or accepted procedure, those procedures shall remain in full force and effect until  
14 such time as a change is ~~made~~ **negotiated. If no locally negotiated agreement is reached then**  
15 **changes, if any, shall be made** in accordance with the New Jersey Employer-Employee  
16 Relations Act and its governing regulations. If no locally negotiated or accepted procedure  
17 exists, the local Union and the College/University shall negotiate a procedure **for the Tuition**  
18 **Reimbursement program** in accordance with the New Jersey Employer-Employee Relations  
19 Act and its governing regulations. ~~for the Tuition Reimbursement program~~  
20

21 ~~C. During the term of this Agreement, The Tuition Reimbursement Program shall be funded~~  
22 ~~by each College/University at the rate of \$25 per full-time unit member for each fiscal year of~~  
23 ~~this Agreement per year. The operation of this program is subject to the availability of~~  
24 ~~funds as set forth in Article XXI, except that the President may make additional funds available.~~  
25 The President will advise employees by no later than July 15 of the year involved of the amount  
26 of funds available. If after all grants in a given award cycle have been decided and there are  
27 monies left over, those monies shall be transferred to the Career Development program.

28 All remaining ~~other~~ paragraphs shall ~~remain~~ in this Article ~~shall be deleted~~ become a new  
29 Appendix V.

Tentative Approval

  
CNJSCL, AFT, AFL-CIO (FT)

  
State of New Jersey

6/26/12  
Date

6/26/12  
Date

30

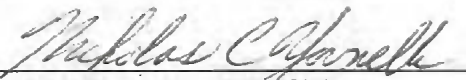
**State of New Jersey and CNJSCL, AFT, AFL-CIO  
May 16, 2011 Proposals of the State of New Jersey**

**Contract Article:** Art. XXXI

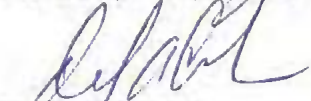
**Proposed Change:** Modify Article XXXI as follows:

- 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. ~~The provisions of~~ This Article shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

10, 7, 11  
Date

  
\_\_\_\_\_  
State of New Jersey

10, 7, 11  
Date

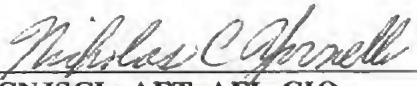
**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**May 16, 2011 Proposals of the State of New Jersey**

**Contract Provisions:** Art. XXXVII (Availability of Agreement)

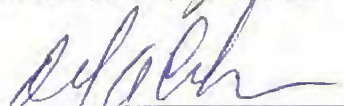
**Proposed Change:** Delete the following paragraph:

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 contract cover will include the seal of the STATE and the UNION~~

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

05 21 11  
Date

  
\_\_\_\_\_  
State of New Jersey

10, 7, 11  
Date

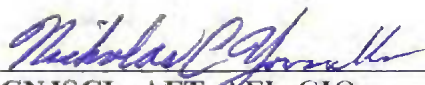
**State of New Jersey and CNJSCL, AFT, AFL-CIO**  
**January 27, 2012 Revised Proposal of the State of New Jersey**

**Contract Article:** Art. XLIII (Duration and Terminations)

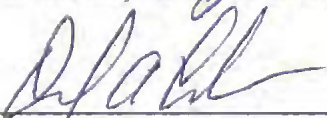
**Proposed Change:** Modify to read as follows: (Revised from 5/16/11 proposal)

This Agreement shall remain in full force and effect from July 1, 200711 until June 30, 2011~~15~~. 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, 2014 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**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

2 124 12012  
Date

  
\_\_\_\_\_  
State of New Jersey

2 124 112  
Date

1 **Appendix I – Articles I (Multi-Year Appointments) (Council’s Counter Proposal as**  
2 **Provided on June 26, 2012)**

3  
4 Modify Article I. A to read as follows:

5 “...After completion of five years of probationary service, full-time employees not holding  
6 faculty rank hired on or before ratification of this Agreement shall be considered for a multi-year  
7 contract. Each initial appointment to a multi-year contract shall be for three (3) full fiscal years.  
8 Subsequent reappointments shall be four (4) years, and then five (5) years. All subsequent  
9 contracts shall be for five (5) full fiscal years.

10  
11  
12 New language:

13 After completion of five years of probationary service all full-time employees not holding  
14 faculty rank hired after ratification of this Agreement, shall be considered for a three (3) year  
15 multi-year contract. The next two succeeding multi-year contracts, if granted, shall be limited in  
16 term to three (3) years. All subsequent contracts, if granted, shall be for four (4) years.

17  
18 When a member of the professional staff is offered a multi-year appointment or reappointment  
19 contract, he or she shall be provided with the information described in Article XIII.B of the  
20 Master Agreement. “

21  
22 The fiscal year is from July 1 to June 30. Contracts for professional staff members shall be  
23 concurrent with the fiscal year. In order for the initial term of employment to qualify as a full  
24 fiscal year for purposes of the multi-year contract probationary period, employment under the  
25 contract must begin no later than December 31.

26  
27 B - E No change

28  
29 F. Review/Notification Timetable

30 By October 1 of each year, the President of the College/University, in consultation with the  
31 Local UNION, shall establish and publish the schedule of times for the initiation/completion of  
32 the basic steps in the review and evaluation of professional staff eligible for multi-year  
33 appointment or reappointment contracts. Such schedule shall not violate any provision of the  
34 Agreement.

35 Eligible professional staff members must be notified by the President no later than  
36 **December 21** in the fifth year of service of their reappointment or non-reappointment to a  
37 contract of three (3) fiscal years in length.

38  
39 G. Promotion

40 No change to existing language

41  
42 **Tentative Approval**

43  
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47 CNJSCL, AFT, AEL-CIO

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49 \_\_\_\_\_  
State of New Jersey

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date

7, 5, 12  
\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date

1 **Contract Provision:** Appendix II (Career Development Program FT Employees) (Provided on  
2 May 16, 2011, Union Counter May 4, 2011, State counter May 30, 2011, AFT Counter June 4,  
3 2012, State Counter June 20, 2012)

4  
5 **Proposed Change:** ~~Delete~~, Modify Appendix II as follows

6  
7 ~~New Article CAREER DEVELOPMENT (Replaces Article XXI-G, and the Preamble of~~  
8 ~~Appendix II).~~ **During the term of this Agreement, Appendix II will remain in the**  
9 **contract as a guideline, if no local procedures exist.**

10 Career Development is intended to enhance the natural dedication of individual faculty members  
11 and librarians to pursue a vigorous program of continuing professional development subsequent  
12 to the probationary period at the College/University. It is structured to aid employees in the  
13 development of a positive program of professional growth and career development. So that  
14 faculty, librarians and professional staff are fully cognizant of the immediate and longer range  
15 institutional, school and department goals and areas of high programmatic need and growth  
16 potential, the administration of each College/University will make these known.

17 Every five years, the individual tenured faculty member/librarian shall engage in an in-depth  
18 self-study to determine the manner in which he/she may best advance his/her own professional  
19 growth. Participation in this program will not only yield great personal reward but will also serve  
20 to satisfy the requirements of N.J.S.A. 18A:60-10. Additionally, participation will secure priority  
21 access to funds negotiated for this purpose, as well as any other institutional funds that may be  
22 made available. It is further recognized by the parties that a program of genuine career  
23 development for the improvement of instruction should be positive in nature and is best achieved  
24 in an atmosphere of trust and cooperation.

25 The career development program is not intended to constitute a replacement for or waiver of  
26 rights of any individual accruing under Title 18A of the Revised New Jersey Statutes. No  
27 personnel actions involving punitive procedures shall be based on or in any way use the results  
28 of the evaluations for the career development program. The employer shall not be prevented  
29 from following up leads developed in the career development evaluation process.

30 ~~The following shall constitute the criteria in priority order for determining the allocation of~~  
31 ~~career development funds:~~



- 1 ~~1. Employees who were assessed and found to have identified areas for improvement.~~
- 2 ~~2. Employees whose applications which are consistent with the expressed~~
- 3 ~~direction/mission and needs of the College/University and/or to improve instruction.~~
- 4 ~~3. Other criteria as determined by each College/University.~~

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**Tentative Approval**

Nicholas C. Spornello  
**CNJSCL, AFT, AFL-CIO**

6 / 26 / 12  
**Date**

[Signature]  
**State of New Jersey**

6 / 26 / 12  
**Date**

1 **Contract Provision:** Appendix IV (Tuition Waiver) (Provided May 16, 2011, AFT Countered  
2 June 21, 2012, State Countered on June 25, 2012)

3  
4 **Proposed Change:** Delete language in Appendix IV and replace with the followings:  
5

6  
7 ~~The terms of any Tuition Waiver Program will be determined by local negotiations whenever~~  
8 ~~such an obligation arises. Each College/University is authorized to shall offer a Tuition Waiver~~  
9 ~~Program to its full time employees. Negotiable terms and conditions associated with such a~~  
10 ~~program, if offered, should shall be negotiated at the individual institution. The tuition waiver~~  
11 ~~program currently in place at the State College/University shall remain in place unless other~~  
12 ~~changes are locally negotiated. Locally negotiated or accepted procedures shall be followed in~~  
13 ~~the implementation of the Tuition Waiver program. To the extent that a College/University has a~~  
14 ~~locally negotiated or accepted procedure, those procedures shall remain in full force and effect~~  
15 ~~until such time as a change is made negotiated. If no locally negotiated agreement is reached~~  
16 ~~then changes, if any, shall be made in accordance with the New Jersey Employer-Employee~~  
17 ~~Relations Act and its governing regulations. If no locally negotiated or accepted procedure~~  
18 ~~exists, the local Union and the College/University shall negotiate a procedure for the Tuition~~  
19 ~~Waiver Program in accordance with the New Jersey Employer-Employee Relations Act and its~~  
20 ~~governing regulations.~~

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31 **Tentative Approval**

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36 CNJSCL, AFT, AFL-CIO

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39 State of New Jersey

\_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Date

7 / 5 / 12  
Date

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

**Contract Provision:** Letters of Agreement

**Proposed Change:** Delete the following letters of agreement:

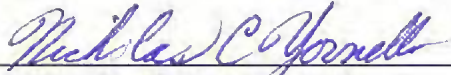
VII - Librarian title update

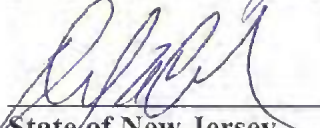
VIII - program assistant


IX - retained titles


XVIII – Fact finding analysis exempt professional staff

Tentative Approval

  
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CNJSCL, AFT, AFL-CIO

  
\_\_\_\_\_  
State of New Jersey

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

**Contract Provision:** Letters of Agreement

**Proposed Change:** Delete the following letters of agreement:

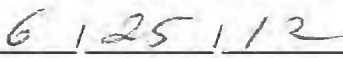
V - Labor/Management Health Care Advisory Committee and Cost Containment Committee

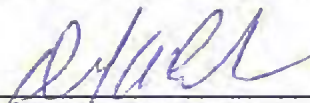
XIII – Hours of Work


XIV – Sick leave and Vacation

**Tentative Approval**

  
\_\_\_\_\_  
CNJSCL, AFT, AFL-CIO

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
State of New Jersey

  
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Date

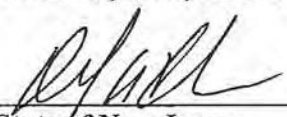
1 **Contract Provision:** Letters of Agreement (State's May 16, 2012 proposal revised)

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**Proposed Change:** Delete the following letters of agreement:

XV – Transition to Retirement

**Tentative Approval**

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CNJSCL, AFT, AFL-CIO  
  
\_\_\_\_\_  
State of New Jersey

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date  
7/13/12  
\_\_\_\_\_  
Date

**CNJ SCL FULL TIME/PART TIME UNIT CONTRACT PROPOSAL  
COUNTER TO THE STATE 6/4/2012**

**LETTER OF AGREEMENT IV  
HEALTH BENEFITS ~~INSURANCE~~ IN RETIREMENT**

A. The State agrees to assume upon retirement the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

B. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:

1. Employees in this group who elect to enroll in the Managed Care/Point Service (NJ PLUS), which shall be succeeded by the PPO described in Article XIX (of the parties July 1, 2007 to June 30, 2011 collective negotiations agreement) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan or after that plan is no longer available on or about April 1, 2008 the successor plan and the average of the cost to the State of the Managed Care/Point of Service (NJ PLUS) and the approved HMO Plans for health insurance coverage.

3. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.

4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

C. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2007 are eligible to receive the following when they retire:

**STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO**  
**May 30, 2012 – PROPOSALS OF THE STATE OF NEW JERSEY**

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1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ PLUS) which shall be succeeded by the PPO describe in Article XIX (**of the parties July 1, 2007 to June 30, 2011 collective negotiations agreement**) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan shall pay 25% of the premium cost for health insurance coverage.

3. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

D. Employees who accrue 25 years of pension credit service on or after July 1, 2007 and on or before June 30, 2011 or who retire on a disability pension after July 1, 2007 and on or before June 30, 2011, will be eligible to receive post retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2007-2011 collective negotiations agreement. Such employees will be eligible to participate in the PPO described in Article XIX (**of the parties July 1, 2007 to June 30, 2011 collective negotiations agreement**) or an HMO plan.

The retiree shall pay 1.5% of his/her pension benefit as a contribution to share the cost of PRM. For retirees in the ABP, their 1.5% contribution shall be calculated based upon a pension benefit that is deemed to equal 50% of the highest annual base salary for that retiree as certified by the respective College/University. Such contribution shall be waived until a Retiree Wellness Program is developed by the State for this group of retirees and such waiver shall continue in force if the retiree participates in the Retiree Wellness Program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program that the retiree is participating as required.

For the period starting at retirement after July 1, 2007, and until the traditional plan and NJ Plus are no longer available for current employees, which is schedule to occur effective April 1, 2008, the retiree shall be eligible to enroll in NJ Plus or an HMO at no premium share cost and in the traditional plan at 25% premium share paid by said retiree until the new plans are available. When the PPO that succeeds the NJ Plus is in



STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO  
May 30, 2012 – PROPOSALS OF THE STATE OF NEW JERSEY

effect, neither the traditional plan nor its successor plan shall be available to said retiree. From that date forward, the retiree shall be eligible to enroll in the PPO described in Article XIX (of the parties July 1, 2007 to June 30, 2011 collective negotiations agreement) or in an HMO in accord with the provisions of Article XIX with the 1.5% contribution and with the Retiree Wellness program waiver option as described in this paragraph.

E. Those employees who accrue 25 years of pension credit or retire on a on a disability retirement on or after July 1, 2007 will be subject to the provision of Paragraph D above, unless superceded by collective negotiations or law.

F. Those employees who have 20 or more years of creditable service on June 28, 2011 and the effective date of P.L. 2011, c.78, who accrue 25 years of pension service credit or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post retirement medical benefits as is required by law. Those employees who have fewer than 20 years of creditable service on June 28, 2011 and who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011 will contribute toward the cost of post retirement medical benefits in accordance with P.L. 2011, c. 78. Pursuant to P.L. 2011, c. 78, the Retiree Wellness Program will not apply to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.

G. All retirees who elect approved HMOs may choose only one family policy, regardless of retirement date.

H. Employees hired on or after July 1, 1995 will not receive any reimbursement for Medicare Part B after retirement.

I. Employees who elect deferred retirement are not entitled to health benefits under this provision.

~~J. This provision is for informational purposes only.~~ Violations of this <sup>LOA</sup> ~~Article~~ are not subject to the grievance/arbitration procedure of Article VII of this Agreement. The union and employees do not waive any other legal rights they have to enforce the provisions of this ~~Article~~.

LOA

GAC  
6/14/12

Tentative Approval

Nicholas C. Amante  
CNJSCL, AFT, AFL-CIO

6/14/2012  
Date

[Signature]

6/14/12

STATE

DATE

STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO  
February 24, 2012 – PROPOSALS OF THE STATE OF NEW JERSEY

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Contract Provision: Letter of Agreement XIX (Pension – PERS/TPAF)

Proposed Change: Modify to read as follows (revised 5/16/11 proposal):

**LETTER OF AGREEMENT XIX  
PENSION – PERS/TPAF**


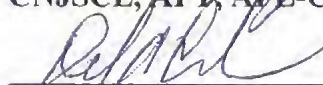
The State is a participant in the Public Employees Retirement System (“PERS”) and the Teacher’s Pension and Annuity Fund (TPAF). Eligibility for participation by employees and retirement benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions and Benefits. This provision is for informational purposes only.

~~An employee hired on or after July 1, 2007, whose salary exceeds the social security maximum as established by the Federal government will participate in the defined benefit plan as to the portion of the employee’s salary that is at or below the social security maximum and will participate in the defined contribution plan as to the portion of the employee’s salary that exceeds the social security maximum. The employer will contribute to an amount equal to 3% of the portion of the employee’s salary that exceeds the social security maximum as a match for the employee’s contribution into the defined contribution plan at 5.5% of the employee’s salary that exceeds the social security maximum.~~

~~a. — An employee hired on or after July 1, 2007, who meets the applicable years of service requirements will be eligible to retire with full pension benefits at age 60. There will be a benefit reduction of  $\frac{1}{4}$  of 1% for each month that the employee at the time of retirement lacks of being age 55 and a benefit reduction of  $\frac{1}{12}$  of 1% for each month that the employee lacks of being age 60 but over age 55.~~

~~b. — All bargaining unit employees in PERS or TPAF covered under the terms of this agreement shall increase their pension contribution from 5 to 5.5% effective July 1, 2007.~~

Tentative Approval

  
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CNJSCL, AFT, AFL-CIO  
  
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State of New Jersey

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