

**TENTATIVE AGREEMENT**

**between**

**THE STATE OF NEW JERSEY  
and**

**COUNCIL OF NJ STATE COLLEGE LOCALS, AFT, AFL-CIO  
ADJUNCT UNIT**

**2007**

On this *28* day of *June* 2007, the State of New Jersey and Council of NJ State College Locals, AFT, AFL-CIO, Adjunct Unit, hereby tentatively agree to the following provisions in settlement of the successor collective agreement. This tentative agreement is subject to ratification by the AFT membership.

A. The term of the successor agreement shall be from July 1, 2007 through June 30, 2011

B. The parties 2003-2007 collective negotiations agreement will be amended in accordance with the terms set forth in the initialed agreements attached to this Tentative Agreement.

1. Article I – Recognition and Definition of Terms.
2. Article II – Non – Discrimination Clause
3. Article IV – Continuing Consultation
4. Article V – Dues Deductions
5. Article VI – Grv Procedure
6. Article VII - Discipline
7. Article VIII – Union-Employer Information Exchange
8. Article X – Union Rights
9. Article XI – Employee Rights
10. Article XIII – Appointment of Employees
11. Article XIV – Salary
12. Article ~~XX~~XIII– Maintenance & Implementation of Agreement
13. New Article – Special Leave – Jury Duty

The parties agree that this is the last contract where we will utilize the withdrawal without prejudice.

The parties also understand that the withdrawal without prejudice has no bearing on what can be negotiated locally.

Any language in the parties' 2003-2007 Agreement not expressly modified by the attached initialed agreements will remain unchanged in the parties' 2007-2011 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

This Tentative Agreement is subject to ratification by the AFT membership.

For the State

For the Council:

Yvonne D. Crotty  
Dated: 6/20/07

Nicholas C. Zornelle  
Dated:

State's Counter-proposal (Adjunct)

Proposed: March 23, 2007

Agreed to \_\_\_\_\_

Tentative agreement contingent upon agreement on full package.

**Article I  
Recognition and Definition of Terms**

2. Excluded

- i. All officers and persons included on the union, ~~except for bargaining unit members~~, or management negotiations teams in all State negotiations units, including those at the University of Medicine and Dentistry of New Jersey, the New Jersey Institute of Technology, Rutgers and the judiciary; *This paragraph shall not apply to members of the bargaining unit;*

~~TA~~  
TA  
MEY 9/23/07  
GPC 3/23/07

State's Counter-proposal (Adjunct)

Proposed: March 23, 2007

Agreed to \_\_\_\_\_

Tentative agreement contingent upon agreement on full package.

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Mey  
3/23/07  
3/23/07

ARTICLE II  
NON-DISCRIMINATION

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

Sy

1 State's Counter-proposal (Adjunct)  
2 Proposed \_\_\_\_\_, 2007

4 Agreed to: For State GPC  
5 Dated: 5/23/07

7 For AFT MCU  
8 Dated: 5/23/07  
9

10 Tentative agreement contingent upon agreement on full package.

11  
12 *Stet - MCU GPC*  
ARTICLE IV  
CONTINUING CONSULTATION  
*Stet - MCU GPC*

15 A. The parties agree to establish a Committee consisting of one representative  
16 for each College/University, ~~three~~ one Council representative and one  
17 representative from the Governor's Office of Employee Relations, which will  
18 meet shall upon the request of either party meet in the third week of October  
19 and April, October, and January. The UNION and the STATE shall upon the  
20 request of either party establish meetings during the third week of April,  
21 October, and January for the purpose of reviewing the administration of this  
22 Agreement and to discuss problems which may arise. The goal of the Committee  
23 is to ensure that the provisions of the Collective Negotiations Agreement are  
24 complied with consistently throughout the nine State Colleges/Universities. The  
25 Council shall submit an agenda to the Governor's Office of Employee Relations  
26 at least two weeks prior to the meeting consistent with the purposes goal of the  
27 Committee as set forth above. These meetings are not intended to bypass the  
28 grievance procedure or to be considered contract-negotiating meetings but are  
29 intended as a means of fostering good employer-employee relations.

30  
31 B. No Change *add January - MCU GPC*

33 C. The requests of either party for such meetings shall include an agenda of  
34 topics to be discussed and shall be submitted seven ~~(7)~~ days at least two weeks  
35 prior to the meeting date. Sufficient meeting time(s) shall be established to  
36 complete the agenda.

37  
38 D. No Change  
39

1 State's modified Counter-proposal (Adjunct)

2 Proposed 6/28/07, 2007

4 Agreed to: For State [Signature]  
5 Dated: 6/28/07

7 For AFT [Signature]  
8 Dated: 6/28/07

10 Tentative agreement contingent upon agreement on full package.

11  
12 ARTICLE V  
13 DUES DEDUCTIONS

14 A. No change to existing contract language

16 B. Representation Fee (Agency Shop)

17 1. Purpose of Fee

18 a) Subject to the conditions set forth in 1(b) below, all eligible non-member  
19 employees on the payroll in this unit will be required to pay to the majority  
20 representative a representation fee in lieu of dues for services rendered by the  
21 majority representative until June 30, 2007 2011. Nothing herein shall be deemed to  
22 require any employee to become a member of the majority representative.

23 b) It is understood that the implementation of the agency fee program is  
24 predicated on the demonstration by the UNION at the signing of this Agreement  
25 that more than 50% of the eligible employees in the negotiations unit on the payroll  
26 are dues paying members of the UNION. Thereafter, the UNION will advise the  
27 STATE ~~during each spring and fall semester~~ by the end of the second contract  
28 year of this Agreement if the above percentage has been maintained. If, at the  
29 signing of this Agreement, the above percentage has not been achieved, the agency  
30 fee plan will not be implemented. If the above percentage has been achieved in  
31 the second contract year assessment, ~~it has~~, the agency fee shall continue until the  
32 following assessment. If the percentage has not been <sup>achieved</sup> exceeded, the agency fee  
33 will be discontinued at the beginning of the next semester and eligibility for  
34 reinstatement shall be on a semester basis. If the minimum percentage is <sup>achieved</sup> exceeded  
35 in any spring or fall semester after the UNION has not met the minimum

*[Handwritten signatures and initials]*

1 **percentage**, the plan will be **reinstated** at the beginning of the next semester with  
2 proper notice to affected employees by the STATE. The information provided by  
3 the UNION will be verified by the STATE.

4 **B 2 – 6 and C. No Change to existing contract language**

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1 State's Counter-proposal (Adjunct)  
2 Proposed \_\_\_\_\_, 2007

4 Agreed to: For State LUOL  
5 Dated: 6/15/07

7 For AFT MEY  
8 Dated: 6/15/07

11 Tentative agreement contingent upon agreement on full package.

14 Article VI  
15 Grievance Procedure

17 A. Purpose → "change working to business"

19 No Change to Preamble in existing contract, except to make in paragraph 1

21 2. A copy of any grievance filed by an employee independently of the Union  
22 under the terms of this Agreement shall, upon receipt, be transmitted to the Union by the  
23 College/University.

25 3. Whenever any representative of the Union or any employee is  
26 mutually scheduled by the parties during their University working hours to participate  
27 in grievance procedures, such employees shall suffer no loss in pay or benefits.

29 B. Definition of a Grievance

30 A grievance is an allegation by an employee or the UNION that there has been:

31 1. A breach, misinterpretation or improper application of terms of this  
32 Agreement; or

33 2. An arbitrary or discriminatory application of, or failure to act pursuant to,  
34 the applicable policies or rules of a Board of Trustees, **or applicable regulations or**  
35 **statutes** which establish terms and conditions of employment.

36 There shall be no right to grieve management's decisions and related  
37 procedures to employ or not employ adjuncts in connection with either initial or  
38 subsequent employment. Decisions to cancel courses which were scheduled to be  
39 taught, discipline, and academic judgments also are not grievable.

40 C. Preliminary Informal Procedure

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

#### 10 11 **D. Formal Steps**

##### 12 **1. Step One**

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

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

24  
25 Where the nature of the grievance suggests that it would be appropriate, the  
26 grievant may be requested by the President or his or her designee to meet any  
27 involved official of the College/University in an effort to resolve the grievance  
28 informally. Such informal discussions shall not become a part of the record of the  
29 grievance unless the grievance is resolved on the basis of such discussions. The  
30 President or designee thereof shall hear the grievance and, where appropriate,  
31 witnesses may be heard and pertinent records received. The hearing shall be held  
32 within twenty (20) calendar days of receipt of the grievance, **unless the parties**  
33 **mutually agree otherwise** and the decision shall be rendered in writing to the  
34 employee and the UNION representative within fifteen (15) calendar days of the  
35 conclusion of the hearing of the grievance. The decision of the President or his or  
36 her designee shall be final and binding as to B.2 grievances. Additionally,  
37 grievances alleging a breach, misinterpretation or improper application of the terms  
38 of this Agreement that relate to employment, reemployment, discipline or academic  
39 judgment cannot be appealed to arbitration.

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

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**2. Step Two**

If the aggrieved employee is not satisfied with the disposition of the B.1 grievance at Step One, **or if a hearing is not held within the prescribed time or agreed upon time** or should no decision be forthcoming in the prescribed time or agreed upon time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. ~~No time limit applies where the College/University fails to hold a Step One hearing or fails to issue a Step One report.~~

\*The rest of the provision in the contract remains the same.

1 **State's Counter-proposal (Adjunct)**

2 **Proposed \_\_\_\_\_, 2007**

3  
4 **Agreed to: For State** YPC

5 **Dated:** 6/16/07

6  
7 **For AFT** MCJ

8 **Dated:** 6/15/07

9  
10 **Tentative agreement contingent upon agreement on full package.**

11  
12  
13 **ARTICLE VII**

14 **DISCIPLINE**

15  
16 **A** No Change to existing contract language

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18 **B.** Change "charge of misconduct" to "allegation of misconduct"

19  
20 **C.** No change to existing contract language.

21

State's Counter-proposal (Adjunct)

Proposed: March 23, 2007

Agreed to GPC  
5/23/07

EG

Tentative agreement contingent upon agreement on full package.

Article VIII  
Union Employer Information Exchange

B1

**B.2.** Each College/University agrees to furnish to the UNION and the Local UNION, no later than the fifth week of each semester, a register of negotiations unit members teaching that semester. The register shall be provided in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Number of Credits Taught
8. Department
9. Date of Initial Hire
10. College/University e-mail address ~~(if applicable and the College/University can accommodate request)~~
11. Unique employee identifying numbers.

and once again at the end of the semester - GPC 5/23/07

deleted GPC 5/23/07

\*Usage of the email system is subject to each college/university's policies and procedures.

1  
2 State's Counter-proposal (Adjunct)

3 Proposed 6/28/07, 2007

4  
5 Agreed to: For State YJC  
6 Dated: 6/28/07

7  
8 For AFT MCJ  
9 Dated: 6/28/07

10  
11 Tentative agreement contingent upon agreement on full package.

12  
13 Article X

14 Union Rights

15  
16 A. No Change to existing contract language

17 B. Bulletin Boards

18 The Union shall have the right to post Union notices on  
19 College/University bulletin boards and used for general purposes and/or those  
20 normally used to post notices to employees. These notices shall be posted in the  
21 area reserved for the Union on each bulletin board.

22 The Union shall have right to post Union notices on  
23 College/University websites in areas normally used to post notices to  
24 employees. However, if the College/University provides a hyperlink as set  
25 forth in C below, then the College/University shall have no obligation to allow  
26 Union notices to be posted on the College/University website. YJC  
6/27/07

27 C. Union website

28 The College/University may at its discretion include a hyperlink to  
29 the local Union website.

30  
31 D. Distribution of Materials

32 1. The Union shall have the right to use interoffice mail facilities to  
33 deliver mail within a College/University.

34 2. Local Union agreements that were mutually agreed upon by the  
35 State and the Union to be negotiated at the local level and pertain to college  
36 wide issues shall be posted on the College/University website.

37  
38 Change D to E in contract

1 E.F. The Local UNION President or other officer designated by the  
2 UNION shall be provided with a suitable private office on each campus that has a  
3 separate Adjunct Local. In addition to the equipment normally provided to  
4 employees, this office will have two additional chairs and an additional filing  
5 cabinet. Each of these offices will also have a typewriter and a telephone, and may  
6 include, at option of College/University, a computer with network access, printer  
7 and upgrades on all operating systems and software applications. All such  
8 upgrades shall be in accordance with College/University policies and standards.

9  
10 G. Whenever any representative of the UNION or any employee is  
11 mutually scheduled by the parties during their University working hours to  
12 participate in negotiations, grievance proceedings, conferences or meetings, such  
13 employees shall suffer no loss in pay or benefits and shall not be required to make  
14 up time missed on an hour for hour basis (the latter provision shall not apply where  
15 permission to reschedule a class is given.

16 G-1. H. The following UNION representatives shall be granted priority in choice  
17 of schedules:

- 18 a. President of the CNJSCL  
19 b. Secretary of the CNJSCL  
20 c. Vice President of the CNJSCL  
21 d. Treasurer of the CNJSCL  
22 e. Legislative Representative of the CNJSCL  
23 f. The Presidents of each of the State College/University Locals  
24 e. One UNION representative designated by the UNION on each campus.

25  
26 In no case shall the number receiving priority in choice of schedule on any  
27 campus exceed three (3) nor shall more than one representative be selected from any  
28 academic department or equivalent unit at any College/University.

29 **Priority scheduling will occur in the instances where the adjunct**  
30 **representative was offered a contract to teach a course that has more than one**  
31 **section and the sections are available for an adjunct to teach.**

32  
33 Remainder of contract article no change except to reletter E in existing contract to I.

1 State's revised Counter-proposal (Adjunct)  
2 Proposed 6/20/07, 2007

3  
4 Agreed to: For State WDC  
5 Dated: 6/20/07

6  
7 For AFT [Signature]  
8

9 Tentative agreement contingent upon agreement on full package.

10  
11  
12 Article XI  
13 Employee Rights

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16 A. No change to existing contract language

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18 B. Identification Cards

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

23  
24 C. Email Address

25 Upon initial employment adjunct faculty shall be issued a  
26 College/University email address.

27  
28 D. Office space

29 The College/University will identify useable spaces and/or  
30 common areas, where appropriate, where adjunct faculty may meet  
31 with students or work on instructional activities and university  
32 matters. Where such spaces are not provided for adjunct faculty, the  
33 College/University shall confirm in writing that fact to the adjunct  
34 faculty member. The provision of space shall not take priority over  
35 the essential operations and instructional needs of the  
36 College/University, and the utilization of the space may be  
37 withdrawn with advance notice to the adjunct faculty member based  
38 upon operational and/or instructional needs. Such space/common  
39 areas shall not be provided if it requires capital expenditures on the  
40 part of the College/University.

41  
42 E. Access to Office Equipment, Services and Supplies

43 The College/University shall provide adjunct faculty with  
44 access to instructional materials and services that aid in their  
45 instruction at the same level as a full time faculty teaching the same  
46 course. In the event that there is any issue related to these terms the

1 **local Union shall meet with the College/University, and discuss said**  
2 **issue; this is not subject to the grievance procedure.**  
3

4 **F. Adjunct Employee Handbook.**  
5

6 **The College/University shall provide all adjunct faculty with an**  
7 **Adjunct Employee Handbook, where such exists. If an online version of**  
8 **said handbook exists, the College/University shall inform the adjunct**  
9 **faculty of its existence. This Handbook may include all**  
10 **College/University policies and procedures relating to adjunct faculty.**  
11

12  
13 C, D, E and F of existing contract will be re-lettered as G, H, I and J. The  
14 headings are acceptable, but the current text in existing contract will  
15 remain the same.  
16  
17

1 State's Counter-proposal (Adjunct)  
2 Proposed 6/28/07, 2007

3  
4 Agreed to: For State [Signature]  
5 Dated: 6/28/07

6  
7 For AFT [Signature]  
8 Dated: 6/28/07  
9

10 Tentative agreement contingent upon agreement on full package.

11  
12 **ARTICLE XIII**  
13 **APPOINTMENT OF EMPLOYEES**  
14

15 A. - C No Change

16 **D.** If a course that an employee is assigned to teach is re-assigned to any other  
17 employee, or is cancelled less than ~~thirty (30) days~~ **two (2) weeks** before  
18 commencement of the relevant semester the employee who lost his/her assignment  
19 shall receive ~~full compensation payment equivalent to one-third (1/3) of a credit~~  
20 **hour for the course.** *one half (1/2)*

21 **D.E.** If a course that an employee is assigned to teach is canceled after the first  
22 class taught **or if an employee's assigned course is given to a full time faculty**  
23 **member after the first class is taught**, the employee will be paid the equivalent of  
24 one (1) credit hour. ~~-of \$100, or compensated on a pro-rata basis, which ever is~~  
25 ~~higher, for the first class. For each class taught beyond the first day, the employee~~  
26 ~~will be compensated on a pro-rata basis.~~

27 Each College/University has the discretion to pay employees above the amounts  
28 set forth in D and E above based on policies and practices established by the  
29 College/University.

1 State's Counter-proposal (Adjunct)  
2 Proposed 6/28/07, 2007

3  
4 Agreed to: For State YDC  
5 Dated: 6/28/07

6  
7 For AFT MEW  
8 Dated: 6/28/07  
9

10 Tentative agreement contingent upon agreement on full package.  
11

12 Article XIV

13 Salary

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

18 A. The minimum employee compensation per credit hour shall be determined  
19 based on the schedule below. Effective September 20057, adjunct faculty who have  
20 taught sixteen (16) or more semesters at the individual College/University will  
21 receive an additional \$25 \$50 per credit. A semester is defined as Fall or Spring.  
22

23 Date	1-15 semesters	16+ semesters
24 July 2007	\$1050 (\$100)	\$1100
25 July 2008	\$1100 (\$50)	\$1150
26 July 2009	\$1150 (\$50)	\$1200
27 July 2010	\$1200 (\$50)	\$1250

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34 Each College/University has the right to pay employees above the minimum  
35 adjunct rate based on policies and practices established by the College/University.  
36 Provided that their responsibilities remain the same, employees who are paid above  
37 the minimum adjunct rate shall not be reduced in compensation during the term of  
38 this Agreement. The payment of any employee above the minimum shall not entitle  
39 any other employee to such treatment.  
40  
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1 State's Counter-proposal (Adjunct)  
2 Proposed \_\_\_\_\_, 2007

3  
4 Agreed to: For State UDC  
5 Dated: 6/15/07

6  
7 For AFT Meaf  
8 Dated: 6/15/07  
9

10 Tentative agreement contingent upon agreement on full package.  
11

12  
13 **ARTICLE XXIII**  
14 **MAINTENANCE AND IMPLEMENTATION OF THE AGREEMENT**

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

22 B. 1. It is understood and agreed that any provisions of this Agreement which  
23 require amendment to existing law or the appropriation of funds for their  
24 implementation shall take effect only after the necessary legislative action.

25 2. Whenever legislation is necessary to implement this Agreement, the  
26 STATE shall assume responsibility for seeking the introduction of such legislation.

27 C. Any policy, practice, rule or regulation of a College/University Board of  
28 Trustees or of a College/University Administration, pertaining to wages, hours, and  
29 conditions of employment, which is in conflict with any provision of this  
30 Agreement, shall be considered to be modified consistent with the terms of this  
31 Agreement.  
32

State's Counter-proposal (Adjunct)

Proposed 4/13, 2007

Agreed to: For State YDC  
Dated: 4/20/07  
For AFT MEY  
Dated: 4/20/07

Tentative agreement contingent upon agreement on full package.

New Article: Special Leave – Jury Duty

1. Employees shall not have their pay reduced for the time required to attend jury duty that is scheduled during the ~~employees'~~ adjuncts' College/University work hours. Time required for jury duty includes actual time spent in commuting.
2. The employee shall be responsible for immediate notification to the College/University of impending jury duty.
3. Employees shall submit to the College/University written verification of attendance signed by a representative of the court.

Special Leave – To Appear as a Witness

1. All employees shall be granted time off with pay when summoned as a witness before a judicial or quasi-judicial proceeding during the employee's normally scheduled College/University work hours to which he or she is not a named party.
2. An employee shall be granted time off without pay to appear at a judicial or quasi-judicial proceeding to which he or she is a party.