

# MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY

And

COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS,  
AFT, AFL-CIO FULL-TIME

This constitutes the Memorandum of Agreement made and entered this 25<sup>th</sup> day of November, 2023, by and between the State of New Jersey (the "State") and the Council of New Jersey State College Locals, AFT, AFL-CIO Adjuncts ("AFT" or the "Union") (collectively "the Parties"). It is understood and agreed that the collective negotiations agreement covering those adjunct employees represented by AFT, as defined in Article I of that agreement, that was in effect from July 1, 2019 through June 30, 2023, (the "Agreement") is hereby renewed for the term of July 1, 2023 through June 30, 2027, except as modified by the agreements reached between the Parties, which are enumerated below and attached hereto:

1. Article I – Recognition and Definition of Terms
2. Article V – Academic Freedom
3. Article VI.A – Dues Deduction
4. Article VIII – Union-Employer Information Exchange
5. Article IX – Union-Board Relations
6. Article XI – Employee Rights - 2 TAB (CC + OIF)
7. Article XII – Faculty Responsibilities - 2 TAB (A1 + B Teaching responsibilities)
8. Article XIII – Appointment and Retention of Employees
9. Article XVI – Professional Staff
10. Article XVII – Librarians
11. Article XVIII – Department Chairpersons
12. Article XIX – Health Benefits Program, Prescription Drug Program, Dental Care Program, Eye Care Program and Maintenance of Benefits
13. Article XXI – Salary and Fringe Benefit Agreement From July 1, <sup>2023</sup>2019 to June 30, <sup>2027</sup>2023
14. Article XXII – Anniversary Dates, Pay Adjustments and Payroll
15. Article XXV – Holidays
16. Article XXVI – Leaves of Absence
17. Article XXVIII – Tuition Reimbursement
18. Article XXIX – Personnel Files
19. Article XXX – Safe Conditions
20. Article XLI – Retrenchment, Retraining, and Reinstatement for Full-Time Employees
21. Article XLII – Negotiation Procedures
22. Article XLIII – Duration and Termination
23. Appendix II – Career Development Program for All Full-Time Employees
24. Letter of Agreement II – Institutional Goals
25. Letter of Agreement IX – Tuition Waiver for Dependent Children, Spouses and Parties to a Civil Union

- 26. Letter of Agreement XIII
- 27. Letter of Agreement XIV – Non-Tenured Track Teaching Positions
- 28. Appendix V – Healthcare Reopener

In addition, for inclusion in this Memorandum of Agreement only:

Any language in the Parties' July 1, 2019 through June 30, 2023 Agreement not expressly modified by the attached executed agreements will remain unchanged in the Parties' July 1, 2023 through June 30, 2027 Agreement, except to the extent that agreed upon minor "clean-up" changes may need to be made because of changes to other provisions. All other proposals not listed above, submitted by either party during the course of collective bargaining are deemed withdrawn and without effect.


This Memorandum of Agreement is subject to ratification by the Union membership and approval by the Governor of the State of New Jersey.

Approval on Behalf of:

DATED: 11-28-23

  
\_\_\_\_\_  
THE STATE OF NEW JERSEY

DATED: 11-20-23

  
\_\_\_\_\_  
COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, AFT, AFL-CIO  
FULL-TIME

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

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

Included:

1. Teaching and/or research faculty
2. Department chairpersons
3. Administrative staff (non-managerial)
4. Librarians
5. Student personnel staff
6. Demonstration teachers
7. Demonstration Specialist – A. Harry Moore School
8. Professional academic support personnel (holding faculty rank)
9. Part-time personnel employed in categories 1-8 above and 11, below who (a) are employed in regular, recurrent positions, ~~(b) work at least half of a full load, and (c)~~ are employed on either a one-year contract or on at least a second half-year contract occurring during any two consecutive academic years, or as otherwise required by N.J.S.A. 34:13A-5.15.
10. Members of the State Colleges/Universities Unit who teach summer session. (Inclusion of such employees in the negotiations unit shall not in any way alter the current rights, benefits or duties of such employees except as specifically indicated in this Agreement.)
11. Non-tenure track teaching positions (including, but not limited to, Lecturers and Clinical/Instructional Specialists).

Excluded:

1. College/University President and Vice President
2. Deans, Associate and Assistant Deans and other managerial executives
3. Secretarial staff
4. Maintenance staff

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 13  
November 3, 2023

- 1           5. Bookstore, food service, etc. staff
- 2           6. Adjunct Faculty and academic specialists
- 3           7. Graduate assistants
- 4           8. All others

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Wynne O'Casey 11-20-23  
State of New Jersey

Tim P. Harty 11-20-23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

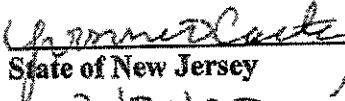
ARTICLE V

ACADEMIC FREEDOM

A. Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research, and shall not be abridged or abused. Academic freedom does not relieve the employee of those duties and obligations, which are inherent in the employer-employee relationship.

B. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights. Both parties to this Agreement subscribe to the following principles of academic freedom:

1. Employees are entitled to full freedom in research and in the publication of results.
2. An employee is entitled to freedom in ~~the classroom~~ an instructional setting in discussing his or her subject.
3. Employees are citizens and members of a learned profession. When the employee speaks or writes as a citizen, he or she is free from institutional censorship or discipline, but should not represent himself or herself as a spokesperson for the institution.

  
State of New Jersey  
3/31/23

 3/31/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 1  
March 31, 2023

Article VI.A – Dues Deduction

ARTICLE VI

DUES DEDUCTION

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

The College of New Jersey	Local 2364
Kean University	Local 2187
Montclair State University	Local 1904
New Jersey City University	Local 1839
Ramapo College of New Jersey	Local 2274
Rowan University	Local 2373
Stockton University	Local 2275
Thomas Edison State University	Local 4277
William Paterson University	Local 1796

The deduction will be made ~~in equal amounts~~ bi-weekly pursuant to Chapter 310, New Jersey Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended, beginning the first payroll period after receipt of the authorization card.

Said monies will be transmitted by the fifteenth of the month following the month in which deductions were made to the designated Local UNION treasurer.

Each of the above Local UNIONS shall certify to the STATE in writing the current rate of its membership dues.

2. Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of January 1 and July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

3. Any changes in the UNION fee structure during the contract year shall be certified to the STATE

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)**  
**State's Proposal 1**  
**March 31, 2023**

1 thirty (30) days in advance of the requested date of such change. The change will be reflected  
2 in payroll deductions at the earliest time after the receipt of the request.

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

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Wounded Warrior  
State of New Jersey

3/31/23

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[Signature]  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE VIII

UNION-EMPLOYER INFORMATION EXCHANGE

C. Each College/University agrees to furnish to the UNION and the Local UNION by ~~October 15, 2018 and thereafter,~~ February 1, June 1 and October 1 of each year a register of the employees covered by this Agreement. The registers shall be 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. Work Telephone Number
8. Home Telephone Number if on file with the College/University
9. Personal Cellular Telephone Number if on file with the College/University
10. Title
11. Salary Range
12. Salary Step
13. Annual Base Salary
14. Department
15. FTE
16. Sabbatical Leave
17. Leave without Pay
18. Health Plan Option
19. Date of Hire
20. Unique employee identifying numbers
21. College/University Email Address
22. Personal Email Address if on file with the College/University
23. Pension Plan
24. Unique Campus Identification Number (CWID), if available
25. Anniversary Date
26. Union Membership Status
27. Preferred First Name to the extent maintained on official College/University

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 4  
June 27, 2023

1 records

2 28. Preferred Last Name to the extent maintained on official College/University  
3 records

4  
5 Each College/University agrees to furnish the following information to the UNION by  
6 January 30 and July 30 of each year.

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8 1. Separations  
9 2. Promotions, Range Adjustments, Performance Based Promotions  
10 3. Reclassifications  
11 4. Change in Unit Status

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13 Each College/University further agrees to ~~provide the UNION with the job description of~~  
14 ~~each member of the professional staff covered by this Agreement within two (2) months of the~~  
15 ~~signing of this Agreement, and shall provide an updated job description of each member of the~~  
16 professional staff and each NTTP covered by this Agreement to the UNION within forty-five (45)  
17 days after any substantive change or upon request of the employee and/or Union. Job descriptions  
18 provided to the UNION pursuant to this section shall include both local title, if one exists, and  
19 generic title.

20 \* \* \*

21 E. Each College/University shall maintain electronically or physically in a central location a copy  
22 of all generally applicable rules, regulations and policies of the College/University, which regulate  
23 the conduct or work obligations of employees. Each College/University shall make generally  
24 known such central location (whether electronic or physical) and the hours during which  
25 employees may review the documents. If the information is not maintained electronically, either  
26 Six (6) copies or a scanned digital copy shall be provided to a designated representative of the  
27 Local UNION.

28 \* \* \*

29  
30 DATED: 7/11/2023

DATED:

31  
32 *Unimma D'Amico*  
33 State of New Jersey


34 *Timothy J. ...* 7/11/23  
35 Council of New Jersey State College  
36 Locals, AFT, AFL-CIO

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ARTICLE IX

UNION-BOARD RELATIONS

D. The UNION shall have the right to appoint one employee observer to each college/university wide committee of each State College/University, said observer being selected by a procedure established and administered by the UNION. The sole role of the observer shall be to attend meetings of the college/university wide committees and to observe the proceedings. The observer shall not participate in the deliberations of the committee nor make any comments on the substantive issues before the committee. If, however, the observer believes that the committee is committing a procedural violation of this Agreement, the observer may take appropriate action which may include notifying the committee of said violation. The observer's actions, which include notification of perceived violations, shall not in any way preclude or interfere with the committee's deliberations.

  
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State of New Jersey

3/31/23

  
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Council of New Jersey State College  
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
 State's Proposal 10  
 September 15, 2023

ARTICLE XI  
 EMPLOYEE RIGHTS

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C. Summer Session Contracts

6. The ~~summer~~ session rate (e.g., summer and winter sessions) per semester hour teaching credit hour for courses that begin July 1 and thereafter shall be paid at the overload rate as outlined in Article XII.B.3. at the following minimum rate:

Rank	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1575	\$1771	\$1805	\$1805
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1525	\$1721	\$1755	\$1755
Professional Staff	\$1525	\$1721	\$1755	\$1755

DATED: 9/29/23

  
 State of New Jersey

DATED: 9/29/23

  
 Council of New Jersey State College  
 Locals, AFT, AFL-CIO

ARTICLE XI  
EMPLOYEE RIGHTS

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D. ~~Full-time employees~~ Negotiations unit members shall be advised by public notice of courses within their individual competency which are being considered for assignment on an overload or adjunct basis. Such employees shall be permitted a minimum of five (5) calendar days within which to apply to teach such course or courses on an overload basis except in unusual circumstances. The requirement as to the five (5) day announcement shall become inoperative seven (7) calendar days prior to the date classes commence. The balance of courses offered on an adjunct versus overload basis is an academic judgment to be made in consultation with the involved department. In the event that any employee feels that he or she is being treated in an inequitable manner in regard to the overload assignments, the employee may bring the matter to the attention of the President or his/her designee who either in person or through a designee will conduct a prompt administrative review. The determination of the review is not subject to the grievance procedure.

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F. Identification Cards

Employees shall be provided with official identification cards by the College/University at no cost to the employees. ~~Any replacement identification card shall be provided upon written request from the employee, and at the employee's expense. The College/University reserves the right to pass along replacement costs to the employee in cases where the employee is at fault for the loss of the identification card.~~

\* \* \*

Yvonne O'Conley  
State of New Jersey

4/21/23

[Signature]

Council of New Jersey State College Locals, AFT,  
AFL-CIO

ARTICLE XII

FACULTY RESPONSIBILITIES

A. 1. Institutional responsibilities of the faculty shall include teaching responsibilities and other responsibilities as defined below. Except as otherwise stated below, the basic academic year teaching load shall be assigned over thirty-two (32) weeks of instruction and shall occur during the period of payment which commences September 1 and ends on June 30, and may not exceed such thirty-two (32) week period unless otherwise agreed to by the concerned faculty member. Notwithstanding the above, if a faculty member does not satisfy their twenty-four (24) credits during the period of instruction, the faculty member shall satisfy the deficiency before the start of the fall semester in the following calendar year. The deficiency may be satisfied by teaching during the period of instruction, the summer session or the winter session. The faculty member and the College/University shall work cooperatively to determine how best to satisfy the deficiency, provided that if the deficiency will not be satisfied before the end of the following spring semester, the College/University may assign a teaching responsibility or a non-teaching responsibility pursuant to paragraph B.7, below in order to satisfy the obligation.

DATED: 11/20/23

Wendell Clady  
State of New Jersey

DATED: 11-20-23

Tim Hawsey  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
 State's Proposal 13  
 November 3, 2023

1 B. Teaching Responsibilities

2 3. Overload Compensation shall be established at the following minimum rates per teaching credit  
 3 hour:

<u>Title</u>	<u>Spring 2020</u> <u>Sept. 2023</u>	<u>Sept 2020</u> <u>Sept 2024</u>	<u>Sept 2024</u> <u>Sept 2025</u>	<u>Sept 2022</u> <u>Sept 2026</u>
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1575 <u>\$1875</u>	\$1774 <u>\$2025</u>	\$1805 <u>\$2150</u>	\$1805 <u>\$2275</u>
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1525 <u>\$1825</u>	\$1724 <u>\$1975</u>	\$1755 <u>\$2100</u>	\$1755 <u>\$2225</u>
Professional Staff	\$1525 <u>\$1825</u>	\$1724 <u>\$1975</u>	\$1755 <u>\$2100</u>	\$1755 <u>\$2225</u>


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DATED: 11-28-23

  
 State of New Jersey

DATED: 11-20-23

  
 Council of New Jersey State College  
 Locals, AFT, AFL-CIO

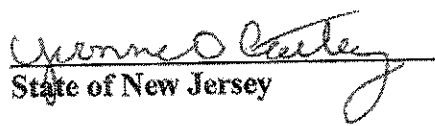
ARTICLE XIII

APPOINTMENT AND RETENTION OF EMPLOYEES

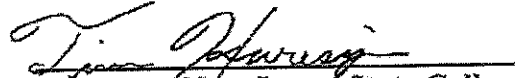
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O. Each College/University shall have the discretion to establish two or three year non-renewable teaching assignments based upon criteria established by policy at each College/University. Such appointments generally shall not exceed ~~six (6%)~~ four percent (4%) of the regular full-time faculty lines at the College/University. A College/University may exceed this limit by up to two percent (2%), in which case the percentage of NTTPs allowed in LOA XIV.B shall be reduced such that the aggregate of NTTPs and XIII.O employees does not exceed forty-four percent (44%). Each faculty member appointed pursuant to this section shall be evaluated annually using the normal evaluation procedures up to and including the first level of administrative review. Continued employment for the full term of the appointment conditioned upon the faculty member meeting the performance standards of the College/University. Each College/University shall furnish the UNION with a list of any faculty members appointed pursuant to this section no later than October 15 and February 15 of each academic year.

DATED: 11-20-23

  
Yvonne O. Carter  
State of New Jersey

DATED: 11-20-23

  
Tim Harvey  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XVI  
PROFESSIONAL STAFF

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4 A. 1. This Article shall apply to all members of the unit except teaching faculty, librarians,  
5 Demonstration Teachers and Demonstration Specialists — A. Harry Moore School.

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7 2. Whenever a new title is created, or an existing title is changed in the unclassified service in the  
8 State Colleges, the STATE shall assign to such title a unit designation, if appropriate. The STATE  
9 will notify the UNION in writing of such unit designation or elimination of title from the  
10 negotiations unit thirty (30) days prior to the effective date thereof. Upon request, the STATE will  
11 provide the UNION with a job specification for each new or changed title, where available, if there is  
12 a reasonable basis to believe that the title should be included in the unit. If requested in writing, the  
13 STATE will discuss any such designation with the UNION. In the event the parties cannot reach  
14 agreement following such discussions, the dispute may only be submitted to the Public Employment  
15 Relations Commission for resolution consistent with its rules and regulations.

16  
17 B.

18 1. The normal scheduled hours of work shall not involve split shifts.

19 2. Professional Staff employees who are assigned to work different hours/shifts than  
20 previously worked, shall have a minimum of thirty (30) calendar days advanced notice of the  
21 change, absent exigent circumstances.

22 ~~2.~~ 3. Professional Staff employees who are released from their regular duties to attend work-  
23 associated meetings and conferences, to participate in UNION activities as provided in Article X.F,  
24 or to participate in professional improvement programs which include, but are not limited to,  
25 activities such as courses and seminars, shall not be required to make up the time missed. Such  
26 employees remain responsible for performing all work assignments.

27 ~~3.~~ 4. Professional staff employees may be eligible to work a flexible time schedule, in which  
28 an employee working a standard length work day starts or ends work before or after the core time in  
29 that department or applicable employment unit with approval of the appropriate Vice President or  
30 designee. The determination of the Vice President or designee is not subject to review.

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32 C. Out-of-Title Work

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34 1. Professional Staff employees shall be assigned work appropriate to and within their job  
35 description as prescribed by the College/University.

36 2. The practice of assigning out-of-title work to employees on other than an incidental basis  
37 shall be avoided. Instances of out-of-title work identified by the UNION and formally brought to  
38 the attention of the College/University in writing shall be corrected immediately or by phasing out  
39 such assignment at the earliest time, which shall in any case be no later than sixty (60) days from the  
40 time of notification by the UNION. All disputes as to whether the work is within the job description

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)**  
**October 27, 2023**

1 pertaining to the employee(s) involved shall be resolved by appeal pursuant to applicable statute. All  
2 disputes concerning the phasing-out period shall be resolved through the grievance procedure.

3 3. Where out-of-title work assignments are made for longer than thirty (30) calendar days,  
4 full-time employees deemed capable of performing the work, where available, shall be given the  
5 opportunity to assume such higher out-of-title work in the work unit and shall have the right to  
6 refuse such assignments based on job classification seniority. Where the assignment of out-of-title  
7 work in a higher classification title is made for longer than sixty (60) calendar days, the full-time  
8 employee shall be paid for those duties performed in that assigned title's range beginning on the  
9 61st calendar day for as long as those duties are performed. In the event that a dispute arises over  
10 the compensation for those duties performed in that assigned title's higher range, the compensation  
11 for such assignment shall be negotiated between the College/University and the Local UNION in  
12 accordance with the New Jersey Employer-Employee Relations Act. Where such assignments are  
13 readily identifiable by the College/University, the eligible employees concerned shall be notified  
14 and a copy of the notification shall be given to the UNION.

15 \* \* \*

16F. **Reclassification**

17 a. When the duties and responsibilities contained in the employee's local job  
18 description change to the extent that they are no longer similar to the duties and responsibilities set  
19 forth in the current generic job specification, the position may be eligible for a position  
20 reclassification review. Professional staff employees may apply to the first level non-unit supervisor  
21 and to the Office of Human Resources for a position reclassification whenever their duties and job  
22 responsibilities have changed as set forth above.

23 b. At each College/University, the procedures for position reclassification review shall  
24 provide for completion of the process and transmission of a final determination to the affected  
25 employee within ninety (90) days from the date of submission of the employee's application to the  
26 employee's first level non-unit supervisor and to the Office of Human Resources. Should a  
27 reclassification be granted, the employee shall be compensated to the date of decision but no later  
28 than day ninety-one (91) from the date of submission of the employee's application. Waivers of  
29 the deadline in particular cases may be agreed to by the College/University and the Local UNION.  
30 Reasonable requests for waivers will be granted.

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33 DATED: 10/27/23

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36 State of New Jersey

DATED:

37  10/27/2023  
38 Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XVII

LIBRARIANS

B. Concurrent Academic Rank and Range Adjustment

There shall be a Range Adjustment Program at each College/University where full-time librarians are employed. Full-time librarians who meet or exceed the merit-based criteria established for the range adjustments are eligible to be considered for and may apply for a range adjustment within concurrent rank. The merit-based criteria will be established by the College/University and published for the understanding of the affected employees. The procedures for consideration will be negotiated between the College/University and the Local UNION. The procedures for consideration utilized in the College/University shall be fairly and equitably applied to all applicants and nominees

Article VII of the Agreement shall apply to librarian range adjustments under the same terms and limitations as such Article applies to promotions.

For Purpose of the Librarian range adjustments the following ranges shall be utilized\*\*:

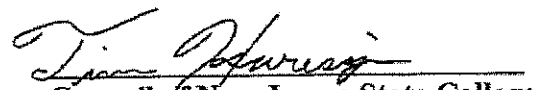
State College/University Payroll Title	Concurrent Academic Rank	10 Month Ranges	12 Month Ranges
Assistant Director of the Library	Professor in the Library	<del>28</del> -30, 32 & 33	<del>31</del> , 33 & 35
Librarian I	Associate Professor in the Library	26, 28 & 29	29, 31 & 32
Librarian II	Assistant Professor in the Library	22, 24 & 25	<del>25</del> , <del>26</del> , 27 & 28
Librarian III	Instructor in the Library	<del>19</del> -18, 20 & 21	<del>21</del> , 22 & 23

\*\*MOU Only: Employees currently in a range that is being eliminated due to the above proposal shall stay in their then-current range, and will not be permitted to rely upon these changes in seeking a future range adjustment.

DATED: 11-28-23

DATED: 11-20-23

  
 State of New Jersey

  
 Council of New Jersey State College  
 Locals, AFT, AFL-CIO

ARTICLE XVIII  
DEPARTMENT CHAIRPERSONS

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G. (new section) To better aid the College's/Universities' efforts towards professional growth and success, upon request of the College/University, each member of the faculty and employees in non-tenure track teaching positions, shall meet with the Department Chairperson, individually, during the fall semester to discuss: that faculty member's or NTTTP's prior academic year: goals for the current academic year; and advancement opportunities such as tenure, promotion, or range adjustment. The Department Chairpersons shall not be required, nor requested, by the College/University, to memorialize the substance of the meeting in writing. Notwithstanding the foregoing, and without waiving any legal rights, the parties agree that this provision does not, and is not, intended to modify, alter, or amend Article I Section A of this Agreement.

H. ~~G.~~ This Article does not apply to Thomas A. Edison State University, Ramapo College, Stockton University, or part-time employees.

DATED: 8/7/23

DATED:

Gyomai Cooley  
State of New Jersey

T. Albin 8/7/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

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

\* \* \*

D. Eye Care Program

It is agreed that the STATE shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents (spouse and unmarried children under twenty-six (26) years of age who live with the employee in a regular parent-child relationship). The extension of benefits to eligible dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The Program shall provide for eligible full-time employees and eligible dependents as defined above to receive a ~~\$40~~ \$80 payment for prescription eyeglasses with regular lenses and a ~~\$45~~ \$90 payment for such glasses with bifocal lenses.


Full-time employees and eligible dependents as defined above shall also be eligible for maximum payment of ~~\$35~~ \$45 or the non-reimbursed cost, whichever is less, of an eye examination by an ophthalmologist or an optometrist.

Proper affidavit and submission of receipts are required of the employee in order to receive payment. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period from July 1, ~~2019~~ 2023 to June 30, ~~2023~~ 2025, and one payment for glasses and one payment for examination during the period of July 1, ~~2023~~ 2025 to June 30, ~~2023~~ 2027. The forms to be filled out by the employee for payment shall identify both the STATE and the UNION, but shall be submitted directly to the College/University where the employee is employed.

DATED: 11/29/23

  
State of New Jersey

DATED: 11/28/23

  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XXI

SALARY AND FRINGE BENEFIT AGREEMENT

FROM JULY 1, 2019 2023 to JUNE 30, ~~2023~~ 2027

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

A. There shall be a ~~two percent (2%)~~ three and one half percent (3.50%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in ~~October 2019~~ July 2023 for twelve (12) month employees and the first full pay period in ~~October 2019~~ September 2023 for ten (10) month employees.

B. There shall be a ~~two percent (2%)~~ three and one half percent (3.50%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July ~~2020~~ 2024 for twelve (12) month employees and the first full pay period in September ~~2020~~ 2024 for ten (10) month employees.

C. There shall be a ~~two percent (2%)~~ three and one half percent (3.50%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July ~~2021~~ 2025 for twelve (12) month employees and the first full pay period in September ~~2021~~ 2025 for ten (10) month employees.

D. There shall be a ~~two percent (2%)~~ three and one half percent (3.50%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in ~~July 2022~~ April 2026 for twelve (12) month employees and the first full pay period in ~~September 2022~~ June 2026 for ten (10) month employees.

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

F. Normal increments shall be paid to all employees eligible for such increments according to the terms of this Agreement and increments shall continue to be paid to eligible employees on their anniversary dates after the expiration of this Agreement. Employees who have been at the eleventh step of the same range for fifty-two (52) pay periods or longer shall be eligible for movement to the twelfth step if warranted by performance.

**G. ~~Lump Sum Payments~~ Thirteenth Step**

~~1. Employees covered by this Agreement, who have completed at least 24 months at the top step in their current title/range on or before October 1, 2021 and who remain in that same title/range as of October 1, 2021 shall receive a \$750 lump sum payment. In addition, collective negotiations employees who have completed at least 36 months of service at the top step in that same title/range as of October 1, 2021 shall receive an additional \$250 lump sum payment. Part~~

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 13  
November 3, 2023**

1 ~~time employees, if any, shall be eligible for a pro rata lump sum payment. The aforementioned~~  
2 ~~lump sum payments shall not be included in base salary.~~

3 ~~2. Employees, covered by this Agreement, who have completed at least 24 months at the top step~~  
4 ~~in their current title/range on or before October 1, 2022 and who remain in that same title/range~~  
5 ~~as of October 1, 2022 shall receive a \$750 lump sum payment. Part time employees, if any, shall~~  
6 ~~be eligible for a pro rata lump sum payment. The aforementioned lump sum payment shall not~~  
7 ~~be included in base salary.~~


8 1. A thirteenth step shall be added to the Salary Schedule as set forth in Article XXII.A.1. and  
9 Appendix V. Effective July 1, 2025, the thirteenth step shall be established for each salary range  
10 by adding the standard increment for each range in the Salary Schedule in the Appendix to this  
11 Agreement to the twelfth step of each range. Eligible employees shall advance to the thirteenth  
12 step pursuant to paragraphs a and b below if warranted by performance:

13 a. Employees covered by this Agreement who have completed at least five (5) or more  
14 years of service at step twelve of the same range, as of July 1, 2025, shall advance to the  
15 new step thirteen effective the first full pay period on or after July 1, 2025.

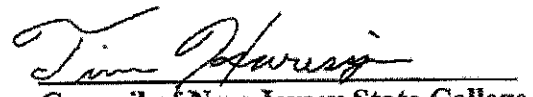
16 b. Employees covered by this Agreement who have completed at least four (4) or more  
17 years of service at step twelve of the same range, as of July 1, 2026, shall advance to the  
18 new step thirteen effective the first full pay period on or after July 1, 2026.

19  
20 2. After July 1, 2026, employees covered by this Agreement who have been at the twelfth step of  
21 the same range for one hundred four (104) full pay periods shall be eligible for movement to the  
22 thirteenth step if warranted by performance.

23  
24  
25 DATED: 11-28-23

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29 State of New Jersey

DATED: 11-20-23

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31 Council of New Jersey State College  
32 Locals, AFT, AFL-CIO

ARTICLE XXII

ANNIVERSARY DATES, PAY ADJUSTMENTS AND  
PAYROLL

A. Salary Schedule

1. The salary schedule, consisting of a series of salary ranges containing minimum, maximum and intermediate salary steps, is set forth in Appendix V.

2. No employee shall be paid below the minimum or above the maximum of the range assigned to his or her title except by agreement between the parties College/University and UNION.

Yvonne Cella  
State of New Jersey  
3/31/23

Tim King  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 1  
March 31, 2023

ARTICLE XXV

HOLIDAYS

A. I. Employees except those serving in the titles of Demonstration Teacher, Demonstration Specialist-A, Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, when required to work on a legal holiday or on a holiday declared by the Governor by proclamation, shall be granted an alternate day off that is consistent with the work pattern of the College/University.

2. 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:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- President's Day (3rd Monday in February)
- Good Friday
- Memorial Day (last Monday in May)
- ~~Juneteenth (3rd Friday in June)~~ YOC T.H
- Independence Day
- Labor Day
- Election Day
- Columbus/Indigenous People's Day (2nd Monday in October)
- Veterans' Day (November 11)
- Thanksgiving Day
- Christmas Day

3. In the event any of the above legal holidays fall on a Sunday, it shall be celebrated on the following Monday.

4. In the event any of the above legal holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

5. Nothing herein shall be construed to limit the right of the College/University to require employees to work on any of the aforementioned legal or proclaimed holidays.

Governor Christy  
State of New Jersey  
3/31/23

T. H.  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XXVI

LEAVES OF ABSENCE

I. Death in the Family (new)

If there is a death in the family as defined by the State Sick Leave Program and an employee has exhausted his sick leave balance, he shall be granted leave without pay or may charge leave against vacation or administrative leave or compensatory time balances for up to three (3) days upon his request to the College/University. In exceptional situations, the time limit may be extended at the discretion of the College/University.

DATED: 11-28-23

Yvonne D. Carter  
State of New Jersey

DATED: 11-20-23

Tim Pawlenty  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XXVIII  
TUITION REIMBURSEMENT

A. Employees enrolled in a terminal degree program, graduate degree, or certificate program directly related to their areas of teaching or work as approved by the President of the College/University, or their designee, may receive tuition reimbursement at a rate of \$175 \$200 per credit or the actual tuition, whichever is less, during the term of this Agreement.

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

DATED: 9/29/23

Yvonne Catterey  
State of New Jersey

DATED:

[Signature] 9/29/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XXIX  
PERSONNEL FILES

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- I. ~~Each personnel file shall contain a table of contents, arranged in chronological order, beginning with all entries made on or after February 22, 1974.~~
- J. Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the President of the College/University or his or her designee. After five (5) years from the date of the issuance of a written warning, including a counseling memo, the written warning, including a counseling memo, shall be removed from the personnel file upon written request of the employee, provided the employee is not served with another written warning, including a counseling memo, prior to the expiration of the five (5) years. In the event that an employee is served with another written warning or counseling memo (not including a counseling memo) for the same offense within the five (5) year period, the materials from the prior and the current warning will permanently remain in the personnel file. This sunset provision does not apply to written warnings, including counseling memos, issued for incidents of workplace violence, harassment, violations of the New Jersey State and/or College/University Policy Prohibiting Discrimination in the Workplace, violations of Title 9 and findings of violations of the State or College/University Codes of Ethics by the State Ethics Commission. Should the College/University determine that removal of materials from an employee's personnel file could have the potential of significant current or future damage or threat to the College/University, its reputation, its employees, or its students, the College/University shall have the discretion to deny the request, provided that said denial is not unreasonable.

Upwarded Corley  
4/21/23

[Signature] 4/21/03

ARTICLE XXX

SAFE CONDITIONS

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

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

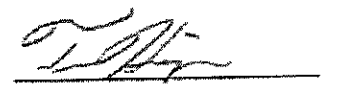
Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

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

College/University policies and procedures on safety, including but not limited to violence in the workplace, and modifications thereto, shall be made available and/or distributed to unit members pursuant to a locally negotiated agreement between the College/University and the Local Union.

  
Suzanne Cooley  
State of New Jersey

6/22/23  
Date

  
Council of New Jersey State  
College Locals, AFT/AFL-CIO

6/22/23  
Date

ARTICLE XLI

RETRENCHMENT, RETRAINING, AND REINSTATEMENT  
FOR FULL-TIME EMPLOYEES

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4 A. 1. When a tenured faculty member is to be retrenched for financial reasons the College/University will  
5 attempt to provide the involved individual with a full academic year or two successive semesters' written  
6 notice of such action, but in no case shall such written notice be less than ~~one hundred ninety five one~~  
7 hundred and fifty (150) days.

8 2. When a tenured faculty member is to be retrenched for programmatic reasons exclusively, the  
9 College/University will provide the involved individual with a full academic year or two successive written  
10 notice of such action.

11 3. Employees who are to be retrenched during the term of a multi-year contract will be given ~~one~~  
12 hundred eighty one hundred fifty (150) calendar days written notice of such action.

13 4. In the event it becomes apparent that retrenchment notices will be issued, the College/University will  
14 inform the UNION of the general circumstances, and if so requested by the UNION, within five (5) calendar  
15 days of being informed, the College/University will consult with the UNION concerning such  
16 circumstances.

17 5. To the extent required by law, the parties will enter into negotiations over the impact of the  
18 retrenchment relating to any matters not covered in this agreement, so long as the Union requests such  
19 negotiations within 30 days of receipt of notice of retrenchment as provided by paragraph 4 above.

20 \* \* \*

21 A. 10. The College/University shall establish and administer a reemployment list, including the names  
22 and qualifications of all employees on layoff status at the College/University. An updated reemployment  
23 list shall be provided to the Local Union at each College/University at the start of each academic year. Non-  
24 tenured or non-multi-year-contract employees shall remain on the reemployment list until the end of the  
25 annual contract pursuant to which they were employed on the date of layoff. Employees who are tenured  
26 on the date of layoff shall remain on the reemployment list for a period of five years from the date of layoff.  
27 Employees serving under a multi-year contract on the date of layoff shall remain on the reemployment list  
28 for the duration of the multi-year contract. The College/University shall not fill a vacancy in an  
29 administrative, library or teaching area without first making a written offer of reemployment by certified  
30 mail to those employees on the reemployment list, if any, who the President believes as a result of his or  
31 her academic judgment are qualified to fill the position. In the event that two or more employees on the  
32 reemployment list have accepted an offer of reemployment of a single vacancy, the College/University shall  
33 give reemployment preference in faculty, librarian and professional staff positions in reverse of the order  
34 in which they were laid off that is, last laid off, first rehired. The College/University shall notify the Local  
35 Union when an offer of reemployment is made pursuant to this section, and whether said offer has been  
36 accepted or rejected.

37 \* \* \*

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39 DATED: 11-28-23

DATED: 11-20-23

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43 State of New Jersey  
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Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XLII

NEGOTIATION PROCEDURES

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A. New Agreement

1. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, ~~2023~~ 2027 subject to the provisions set forth in Article XLIII, Duration and Termination.

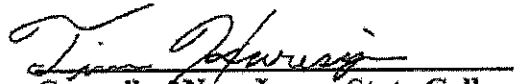
2. Such collective negotiations shall commence no later than October 1, ~~2022~~ 2026, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, ~~2023~~ 2027, if possible.

B. The parties agree to negotiate in good faith on all matters properly presented for negotiation.

DATED: 11-28-23

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


DATED: 11-20-23

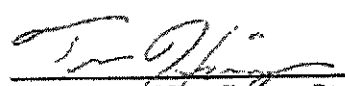
  
\_\_\_\_\_  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XLIII

DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, ~~2019~~ 2023 until June 30, ~~2023~~ 2027. 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 the other party in writing by facsimile and/or email no later than ~~October 1, 2022~~ or ~~October 1~~ February 1, 2027 or February 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 "Director, Office of Employee Relations, CN-228, Trenton, New Jersey, 08625" and the UNION addressed to "President, Council of New Jersey State College Locals, AFT, AFL-CIO, 1435 Morris Avenue, Union, New Jersey, 07083."

  
State of New Jersey  
3/31/23

 3/31/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

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APPENDIX II

CAREER DEVELOPMENT PROGRAM  
FOR ALL FULL-TIME EMPLOYEES

Preamble

During the term of this Agreement, Appendix II will remain in the contract as a guideline, if no local procedures exist.

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

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

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

\* \* \*

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 5  
July 18, 2023

1 Article X – Implementation

2  
3 A. 1. This Appendix shall apply generally to tenured faculty members and tenured librarians and,  
4 where applicable, members of the professional staff and employees in non-tenure track teaching  
5 positions who have been granted multi-year contracts.

6  
7 2. Employees who have not received reappointment conferring tenure or a multi-year contract  
8 may apply to the CDC for career development assistance provided that they have reappointment  
9 for the year following their application and provided that they are only eligible for assistance which  
10 is compatible with the limited nature of their reappointments.

11  
12 \* \* \*

13  
14  
15 DATED: 7/18/23  
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18 *Yvonne C. Cretney*  
19 State of New Jersey

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15 DATED: 7/18/23  
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18 *[Signature]*  
19 Council of New Jersey State College  
20 Locals, AFT, AFL-CIO

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LETTER OF AGREEMENT II  
INSTITUTIONAL GOALS

In order to provide for the interested full-time faculty, librarians, employees in non-tenure track teaching positions and staff members to pursue retraining and professional development consistent with institutional needs, the administration of each State College/University will set forth its immediate and longer range institutional goals and will make these known so that faculty, librarians, employees in non-tenure track teaching positions and professional staff are fully cognizant of areas of high programmatic need and growth potential.

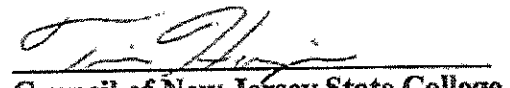
The Local UNION and the Administration shall meet and discuss the implementation of the retraining program. The STATE and the UNION agree that elements of the current Agreement such as Sabbatical Leave Program, the Career Development Program, the Tuition Reimbursement Program and Professional Staff Leaves may be utilized, as appropriate, to enhance the retraining opportunities for full-time faculty, librarians, employees in non-tenure track teaching positions and professional staff members.

Applications by tenured faculty, librarians and employees serving in multi-year contracts for participation in these programs which are consistent with the expressed goals and needs of the College/University may be given priority consideration to a reasonable extent.

DATED: 7/18/23

  
State of New Jersey

DATED: 7/18/23

  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

LETTER OF AGREEMENT IX  
TUITION WAIVER FOR DEPENDENT CHILDREN,  
SPOUSES AND PARTIES TO A CIVIL UNION

\* \* \*

f. If an employee, while employed in an eligible position, is placed on a reemployment list pursuant to Article XLI.A.10 of this Agreement, or is non-reappointed for fiscal reasons and eligible for priority consideration pursuant to Article XLI.B.4 of this Agreement, and if his or her dependent child was admitted or enrolled under the program at the time the employee received notice of placement on a reemployment list or notice of non-reappointment, he or she may, at the sole discretion of the President of the College/University, be eligible for the program until completion of the first baccalaureate degree. All policies and restrictions otherwise applicable to this tuition waiver will apply.

DATED: 9/29/23

  
Yvonne O'Leary  
State of New Jersey

DATED: 9/23/24

  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 8  
August 7, 2023

LETTER OF AGREEMENT ~~XII~~ XIII

T.H. YAC

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For purposes of performance assessment, including but not limited to promotion and reappointment of full-time professional staff not yet eligible for a multiyear contract, the immediate supervisor shall be construed as that employee, including Department Chairpersons, who is first reached in the normal chain of command leading from the candidate pursuant to functional reporting relationships, established prior practices and/or prior agreement at each individual College/University. Notwithstanding the foregoing, and without waiving any legal rights, the parties agree that this Letter of Agreement does not and is not intended to modify, alter or amend Article I Section A of this Agreement, during the term of this Agreement.

DATED: 8/7/23

DATED:

Guillermo Cresley  
State of New Jersey

T.H. YAC 8/7/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO



**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)**  
**State's Proposal 13**  
**November 3, 2023**

1 steps and/or COLA increases). In such circumstances, the NTTP shall be entitled to the greater of  
2 the across-the-board increase provided for herein or any locally negotiated increase/increase under  
3 his or her individual contract.

4 5. Nothing herein shall limit a College/University from employing NTTP for any other  
5 duration (e.g., nine (9) month NTTP positions), except that pro-rated salaries shall be based on a  
6 ten (10) month annual salary.

7 6. Except as specifically set forth herein, this Letter of Agreement shall not apply to any  
8 NTTP who is already working under an existing individual contract.

9 D. The following Articles for the State-Union Agreement shall apply to NTTPs so long as the  
10 individual NTTP meets all eligibility requirements under each enumerated provision:

11 Article V – Academic Freedom

12 Article VI – Dues Deduction

13 Article XV – Resignation, Reassignments, Retirement (A & C)

14 Article XIX – Health Benefits

15 Article XXIII – Travel Reimbursement, when travel is required by the College/University

16 Article XXIV – Sick Leave A, & C & D (D shall only be applicable to NTTP on a multi-year contract.)

17 Article XXV – Holidays\*

18 Article XXVI – Leaves of Absence (B – G)

19 Article XXVIII – Tuition Reimbursement

20 Article XXIX – Personnel Files

21 Article XXX – Safe Conditions

22 Article XXXI – Liability Claims Identification

23 Article XXXVI – Information to Next of Kin

24 Letter of Agreement IV – Health Benefits in Retirement

25 Letter of Agreement XI – Pension

26 \* \* \*

27 G. Range Adjustment Program for NTTPs

28 Each College/University that employs NTTPs shall locally negotiate a range adjustment program  
29 for NTTPs which shall become incorporated into the locally negotiated MOA for NTTPs as set  
30 forth in F above.

31

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)  
State's Proposal 13  
November 3, 2023

1 H. Advancement Procedures for NTTPs

2 Each College/University that employs NTTPs shall locally negotiate advancement procedures for  
3 NTTPs which shall become incorporated into the locally negotiated MOA for NTTPs as set forth  
4 in F above.

5 I. Multi-Year Appointments for NTTPs

6 NTTPs may be hired for five (5) one-year appointments during the first five (5) years of  
7 employment. Upon completion of five (5) years of service at the same College/University, NTTPs  
8 who are reappointed shall be appointed to a multi-year contract of no less than three (3) years in  
9 length. The procedures for reappointment shall be locally negotiated. Where a local agreement  
10 provides for appointment to a multi-year contract under more favorable terms, that locally  
11 negotiated agreement shall govern.

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14 DATED: 11-28-23

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16 *Yvonne Stastey*  
17 State of New Jersey

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DATED: 11-20-23

*Tim P. ...*  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

APPENDIX V

HEALTHCARE REOPENER

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a. The actual premium cost for the new PPO plans, inclusive of medical and prescription costs, will be tracked each plan year following the plan's initial offering in plan year 2019.

b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.

c. Upon request from the Union and after the Commission's review of the mid-year report, if any, the Union and State shall meet annually between March 1 and April 15 to discuss utilization and costs (actual and projected) for plans in which active and retiree members are enrolled. Such meeting shall include representatives from the Treasury-Division of Pensions and Benefits. This meeting will include any interested Union(s).

**d. Calculations:**

i. The Baseline Premium shall be the blended<sup>1</sup> premium for the current plan year plus 1%. For example, in plan year 2024 the baseline premium shall be the PPO Plan's blended premium in plan year 2023 plus 1%.

ii. The Union and the State shall annually calculate the "Adjusted Premium Increase" ("API"). The API shall be calculated by (a) subtracting the percent of across-the-board salary increases received by represented State employees covered by this contract, not compounded, between July 1 to December 31 of the preceding year, from (b) the percent by which the PPO renewal premium exceeds the Baseline Premium. For example, if the 2024 PPO renewal premium is 6% more than the Baseline Premium and if employees have received a 4%, non-compounded, across-the-board salary increases since July 1, 2023 the API is 2%.

**e. Annual Process for Applying the Escalator/De-escalator**

i. Every year, the parties will review if the blended renewal premium for the PPO in a plan year exceeds the "Baseline Premium." If so, the Union and the State shall enter into negotiations to lower the premium and/or reduce the rate of premium increases. Such negotiations will commence upon receipt of the SHBP's actuary's rate renewal recommendation premium for the upcoming plan year in or around the preceding July. The parties agree that the negotiations will involve the AFT and any other interested State negotiation unit(s). The initial meeting of the parties may also include representatives from the Division of Pension and Benefits as it relates to the rate renewal recommendation(s). A copy of the actuary's renewal recommendation report, issued in or around July, will be provided to the Union in advance of the meeting. If an agreement is reached, AFT

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<sup>1</sup> Blended premium includes medical and prescription rates, for all levels of coverage.

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)**  
**State's Proposal 13**  
**November 3, 2023**

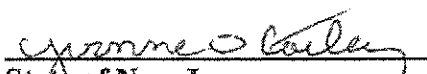
1 and the State shall jointly seek approval from the State Health Benefits Commission or Plan Design  
2 Committee, as appropriate, to implement the parties' agreement.

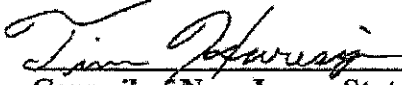
3 ii. If Union and the State cannot agree upon plan design changes or other cost-saving measures  
4 that would reduce the API to at least a 0% increase over the Baseline Premium by the September  
5 1 preceding the start of the next plan year, then an Escalator shall be applied to employee  
6 contribution rates. The Escalator to be applied to employee contribution rates shall be the  
7 percentage by which the API exceeds the Baseline Premium. For example, if the API is 2%, then  
8 the Escalator is also 2%, which is applied to the employee's contribution rate. If an employee's  
9 contribution rate is 5% of base salary, then by applying the Escalator, the contribution rate will  
10 increase to 5.1% of base salary. Any increase in employee contributions will be effective the first  
11 pay period of the new plan year.

12 iii. If the renewal premium is below the Baseline Premium by 6% or more, the Union and the State  
13 shall discuss options to share the savings in reduced costs or to improve the quality of the PPO  
14 plan through design changes or other measures. If the Union and the State do not agree to either  
15 reduce costs or improve the quality of the PPO plan or agree upon a reduction in the employee  
16 contribution rates by September 1 preceding the start of the new plan year then contribution rates  
17 shall be reduced by the application of a De-escalator. The De-escalator shall be the amount of the  
18 decrease in PPO renewal premium below 6% of the Baseline Premium. For example, if the 2024  
19 premium is 6.5% below the Baseline Premium, employee contribution rates shall be reduced by  
20 0.5%. If an employee's contribution rate is 5% of base salary, then by applying the De-escalator  
21 the employee's new contribution rate shall be 4.975%. Any decrease in employee contributions  
22 will be effective the first pay period of the new plan year.

23 iv. The escalator or de-escalator for each plan year shall be calculated using the above  
24 methodology as described in paragraphs e(i) to e(iii) above.

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**DATED: 11-28-23**  
  
**State of New Jersey**

**DATED: 11-20-23**  
  
**Council of New Jersey State College  
Locals, AFT, AFL-CIO**

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Unit)**  
**State's Proposal 8**  
**August 7, 2023**

**MUTUAL WITHDRAWAL PROPOSAL**

In exchange for the withdrawal of the Union's proposals identified below, the State proposes withdrawing the following<sup>2</sup>:

1. Article I(A)(2) – Recognition and Definition of Terms
2. Article XVI(A)(3) – Professional Staff
3. Article XVIII(F) – Department Chairpersons
4. Article XLIV – Accreditation

In exchange for the above withdrawals, the Union agrees to withdraw the following:

1. Article VII(A) – Grievance Procedure – Purpose
2. Article VII(B)(1) – Grievance Procedure – Definition of a Grievance
3. Article VIII(F) – Union-Employer Information Exchange – New Employees
4. Article X(B) – Union Rights – Bulletin Boards
5. Article XI(O) – Employee Rights – Employee Information Updates
6. Article XIII(M) – Appointment & Retention of Employees
7. Article XVIII(G)&(H) – Department Chairpersons
8. Article XXXV – Local Resolution of Issues
9. Article XXXVII – Availability of Agreement
10. Article XLII(C) – Negotiation Procedures

DATED: 8/7/23

DATED:

  
State of New Jersey

 8/7/23  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

<sup>2</sup> The State's withdrawal proposal is premised upon the Union's agreement to withdraw all of the proposals identified above. Should the Union choose not to withdraw all of those proposals, the State's mutual withdrawal proposal will be withdrawn.