

COUNCIL of NEW JERSEY STATE COLLEGE LOCALS AFT/AFL-CIO



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Union, NJ 07083
908-964-8476
FAX 908-688-9330
www.cnjscl.org

Tim Haresign, Ph.D.
President



VOTE YES!

Dear Colleagues:

In the email linking to this letter are the instructions for you to cast your vote on the 2023-2027 Full-time/Part-time Memorandum of Agreement. The Council's negotiating team, which included representatives from each of the Council's local unions that represent tenure and non-tenure track faculty, professional staff, and librarian faculty, unreservedly urges you to vote **YES** to ratify this Agreement.

NEGOTIATIONS BACKGROUND

After months of negotiations with the State and the State College/University Presidents, the Council of New Jersey State College Locals reached a Tentative Agreement on November 3, 2023. This Agreement protects and improves working conditions for more than five thousand full-time/part-time tenure and non-tenure track faculty, professional staff, and librarians at our State Colleges and Universities.

PRIMARY ECONOMIC & NON-ECONOMIC ISSUES

SALARY INCREASES – Article XXI

There will be a **3.5% across-the-board increase** in each year of the contract, retroactive to the first full pay period in July 2023. At the end of this contract, members' **salaries will have increased by nearly 37% for those at low end of a range and roughly 18% for members at the highest end of a salary range**. Those in the middle of a salary range will see their percentage increase fall somewhere between these numbers. Salary charts are being reviewed by the State and we anticipate they will be posted on the Council's website soon.

NEW THIRTEENTH STEP ADDED TO SALARY CHART– Article XXI

In addition to the across-the-board increases, the Union was successful in negotiating a **thirteenth (13th) step** on the salary grid, to be phased in starting in July 2025. Employees who were at step twelve (12) for at least five (5) or more years will move to the new step in July 2025. Employees at step twelve (12) for at least (4) or more years as of July 1 2026 will move to step thirteen (13) in July 2026. Going forward, after completion of 104 pay periods, employees will be eligible for movement to step thirteen.

HEALTHCARE – Article XIX

Reimbursements for eye care expenses will increase from \$40 to \$80 for prescription eyeglasses with regular lenses and from \$45 to \$90 for glasses with bifocals. Reimbursement for an eye exam

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by an ophthalmologist or optometrist will increase from \$35 to \$45. There are no other major changes to healthcare in this Agreement other than re-opener language in Appendix V that speaks to the Union’s role at the table in annual discussions on utilization and costs (actual and projected) for plans in which active and retiree members are enrolled.

OVERLOAD & SESSION RATES INCREASE – Articles XI & Article XII

Summer session (now simply referred to as Session) and overload pay will increase by nearly **27%** at the Assistant Professor rate over the course of the Agreement, as follows:

Title	Overload			
	Sept 2023	Sept 2024	Sept 2025	Sept 2026
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1875	\$2025	\$2150	\$2275
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library), Librarian III (Instructor in the Library)	\$1825	\$1975	\$2100	\$2225
Professional Staff	\$1825	\$1975	\$2100	\$2225

ACADEMIC YEAR DEFENDED - Article XII

The Union continued its fight to preserve the workloads of faculty as the State again attempted to introduce language that would broaden the academic year. The Council had previously waged a years’ long battle with the State over the definition of the academic year and over faculty duties performed after commencement. The Council has maintained that faculty duties performed during this time are on a faculty member’s unassigned time. The Union was successful in getting the State to agree to language at the table which instead, in large part, formalizes a practice already in place at several of our institutions. The new language gives faculty who are unable to meet their teaching credit load in a given semester an entire calendar year to make up the teaching load deficit. The ability for faculty to otherwise make their teaching load through an alternate assignment is still maintained (Art. XII.B.7.).

NTTP FACULTY INCLUDED UNDER MORE CONTRACT PROVISIONS – Appendix II & LOA XIV

Faculty in Non-Tenured Track Teaching Positions (NTTP) are now protected by more sections of the Statewide Agreement as the Union continued its fight for full inclusion of its membership at the table. Contract provisions that address resignation, retirement, special sick leave, tuition reimbursement, safe conditions, liability claims indemnification, and information to next of kin. The statewide contract now sets a floor for NTTP **multi-year appointments** of three (3) year multi-year contracts after five (5) years of employment, where no floor existed before. Also, Colleges/Universities are now required to negotiate **range adjustment programs** and advancement procedures for NTTP. NTTP on a multi-year contract are now listed under the employees eligible for Career Development in Appendix II.

EXPANSION OF TUITION REIMBURSEMENT PROGRAM – Article XXVIII

Tuition reimbursement can now apply to a graduate degree or certificate program directly related to an employee’s area of teaching or work. The rate will increase to \$200.

TUITION WAIVER FOR DEPENDENTS IN EVENT OF RETRENCHMENT – LOA IX

Make your voice count — cast your ballot today!

In the event an employee is retrenched or given notice of non-reappointment for fiscal reasons, their dependent children will still be eligible, upon the approval of the College/University President, to participate in the tuition waiver program.

DEPARTMENT CHAIRPERSONS REMAIN PROTECTED BY CONTRACT – Article XVIII

The State sought removal of Department Chairs from the Union but the negotiating team was able to maintain their inclusion in our bargaining unit. The State agreed to language that simply memorializes the common practice of Department Chairs meeting with faculty to discuss goals.

NEW BEREAVEMENT LEAVE LANGUAGE – Article XXVI

If an AFT unit member has exhausted sick leave balance, and they experience a death in the family as defined by the State Sick Leave Program, they shall be granted leave without pay or may charge leave against vacation or administrative leave or comp. time balances for up to three (3) days upon request to the College/University. The time limit may be extended at the discretion of the College/University.

RETRENCHMENT – Article XLI

As a condition of its wage offer, the State insisted on language modifying the notice period to 150 days. The Union fought to ensure the notice period is now uniform for faculty and employees on a multi-year contract. The Union introduced language requiring the State to recognize the Union's right to enter into negotiations over the impact of retrenchment. The State also agreed to now routinely provide a reemployment list to the Union at the start of each academic year and to give notice to the Union when an offer of reemployment is made, accepted, or rejected.

OTHER ECONOMIC & NON-ECONOMIC ISSUES

NOTICE TO PROFESSIONAL STAFF OF DIFFERENT HOURS ASSIGNMENTS – Article XVI

Professional Staff will now have a minimum of thirty (30) calendar days' advance notice of a change to their normal hours/shift, absent exigent circumstances.

PROFESSIONAL STAFF RECLASSIFICATION COMPENSATION – Article XVI

Delays in the processing of reclassification applications will have a more limited impact on the salary that should be earned by Professional Staff performing higher level title work that results in a reclass. In the event reclassification is granted, Professional Staff will now be compensated to the date of the decision, but no later than day ninety-one (91) from the date the application was submitted.

LIBRARIAN RANGE ADJUSTMENTS– Article XVII

The Union was successful in aligning the Librarian range adjustment chart with the faculty salary charts in Article XXI.J. The Union sought language that memorialized the applicability of Art. XIV.A. to Librarians who are promoted, however the State rejected this simple change. The Union will continue to vigorously pursue violations of Art. XIV.A. to concurrently ranked Librarians.

OTHER CHANGES

PERSONNEL FILES – Article XXIX

The State introduced language that modifies the expungement provision of the Personnel Files article. In the event an employee is served with multiple written warnings for the same issue within a five-year period, the written warning materials will remain.

Make your voice count — cast your ballot today!

SAFE CONDITIONS – Article XXX

Several Council Locals observed that safety procedures needed to be made more prominent on their campuses. Language was agreed to that reaffirms the right for our union to enter into negotiations with the College/University over distribution and notice of policies and procedures concerning safety.

To review the Tentative Agreement MOAs in full, please visit the Council's website at www.cnjscl.org

Please cast your electronic vote in accordance with the instructions provided by ElectionBuddy.

Your ballot must be received by no later than 11:59pm on Friday, December 15, 2023.

Make your voice count — cast your ballot today!

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 28th 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 (CG + 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, ~~2019~~²⁰²³ to June 30, ~~2023~~²⁰²⁷
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.

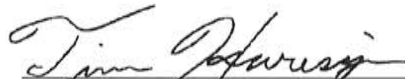
Approval on Behalf of:

DATED: 11-29-23



THE STATE OF NEW JERSEY

DATED: 11-20-23



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


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

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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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Giovanni Costello
State of New Jersey
3/31/23

[Signature]
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 4
June 27, 2023

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.

- 7
8 1. Separations
9 2. Promotions, Range Adjustments, Performance Based Promotions
10 3. Reclassifications
11 4. Change in Unit Status
12

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 NTPP 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 *Yvonne Blatney*
33 State of New Jersey
34

35
36 *Tim Higgins* 7/11/23
37 Council of New Jersey State College
38 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.



State of New Jersey

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 10
 September 15, 2023

ARTICLE XI
 EMPLOYEE RIGHTS

* * *

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

Worrie O'Connell
 State of New Jersey

DATED: 9/29/23

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

ARTICLE XI
EMPLOYEE RIGHTS

* * *

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.

* * *

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'Callery
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

Yvonne Clardy
State of New Jersey

DATED: 11-20-23

Tim Hawes
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**

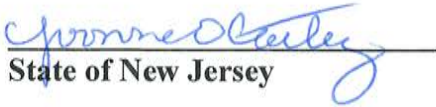
2 3. Overload Compensation shall be established at the following minimum rates per teaching credit
3 hour:

<u>Title</u>	<u>Spring 2020 Sept. 2023</u>	<u>Sept-2020 Sept 2024</u>	<u>Sept-2021 Sept 2025</u>	<u>Sept-2022 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>	\$1771 <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>	\$1721 <u>\$1975</u>	\$1755 <u>\$2100</u>	\$1755 <u>\$2225</u>
Professional Staff	\$1525 <u>\$1825</u>	\$1721 <u>\$1975</u>	\$1755 <u>\$2100</u>	\$1755 <u>\$2225</u>

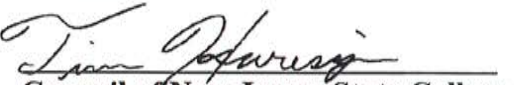
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DATED: 11-28-23


Suzanne Oberley
State of New Jersey

DATED: 11-20-23


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

ARTICLE XIII

APPOINTMENT AND RETENTION OF EMPLOYEES

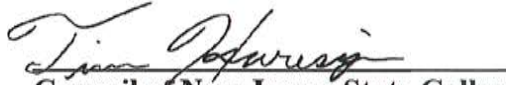
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O. Each College/University shall have the discretion to establish two or three year non-renewable teaching assignments based upon criteria established by policy at each College/University. Such appointments generally shall not exceed ~~six (6%)~~ four 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


State of New Jersey

DATED: 11-20-23


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

ARTICLE XVI
PROFESSIONAL STAFF

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

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

B.

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

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

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

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

C. Out-of-Title Work

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

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

31 * * *

33 **DATED:** 10/27/23

34
35 
36 State of New Jersey

DATED:

37 
38 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**

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**:

		10 Month	12 Month
State College/University Payroll Title	Concurrent Academic Rank	Ranges	Ranges
Assistant Director of the Library	Professor in the Library	28 , 30, 32 & 33	34 , 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	25 , 26 , 27 & 28
Librarian III	Instructor in the Library	19-18 , 20 & 21	21 , 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

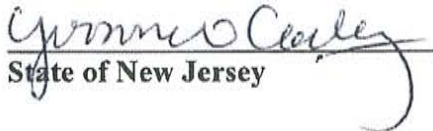
* * *


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 NTTP'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: 8/17/23

DATED:


Cynthia Cleary
State of New Jersey


Li Ming 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

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

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 ~~2024~~ 2025 for twelve (12) month employees and the first full pay period in September ~~2024~~ 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**

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

~~2. 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, 2022 and who remain in that same title/range as of October 1, 2022 shall receive a \$750 lump sum payment. Part time employees, if any, shall be eligible for a pro rata lump sum payment. The aforementioned lump sum payment shall not be included in base salary.~~

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

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

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

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

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 1
March 31, 2023

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

[Signature]
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. 1. 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~~)

YDC 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 Loretta
State of New Jersey

3(31)23

[Signature]
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



State of New Jersey

DATED: 11-20-23



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

Gywnne Cattery
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.

Yvonne Gately
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.


State of New Jersey 6/22/23
Date


Council of New Jersey State 6/22/23
College Locals, AFT/AFL-CIO Date

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

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 (195/150) 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 (180/150) 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.

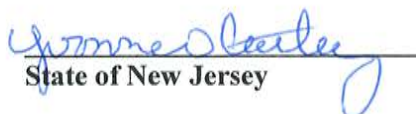
17 5. To the extent required by law, the parties will enter into negotiations over the impact of the
18 retrenchment relating to any matters not covered in this agreement, so long as the Union requests such
19 negotiations within 30 days of receipt of notice of retrenchment as provided by paragraph 4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

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39 DATED: 11-28-23

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43 State of New Jersey

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41 DATED: 11-20-23

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43 Council of New Jersey State College
44 Locals, AFT, AFL-CIO
45

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

ARTICLE XLII

NEGOTIATION PROCEDURES

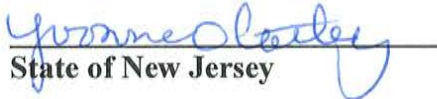
A. New Agreement

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.

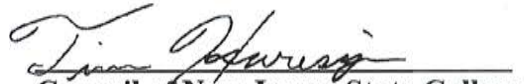
2. Such collective negotiations shall commence no later than October 1, ~~2022~~ 2026, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, ~~2023~~ 2027, if possible.

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

DATED: 11-20-23


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 1
March 31, 2023**

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

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

Article X – Implementation

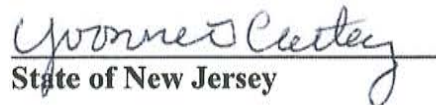
A. 1. This Appendix shall apply generally to tenured faculty members and tenured librarians and, where applicable, members of the professional staff and employees in non-tenure track teaching positions who have been granted multi-year contracts.

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

* * *

DATED: 7/18/23

DATED: 7/18/23



State of New Jersey



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

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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

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 Crespo
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

LETTER OF AGREEMENT XIV

NON-TENURED TRACK TEACHING POSITIONS

A. Definitions

The title of "Non-Tenured Track Teaching Position" (hereinafter referred to as NTTP) encompasses all existing titles of Lecturer, Senior Lecturer, Teaching Specialist, Clinical Specialist, Instructional Specialist and any other non-tenured track teaching position created by a College/University, if appropriate.

B. Limitations

The total number of NTTPs appointed shall not exceed ~~thirty-five~~ forty percent (~~35~~ 40%) of the regular ~~tenure-track faculty lines~~ full-time faculty lines at a College/University. Each College/University shall furnish the UNION with a list of any negotiations' unit member appointed pursuant to this Letter of Agreement no later than October 15 of each academic year.

As of July 1, 2019-2023, institutions where the total number of NTTPs exceed ~~thirty-five~~ forty percent (~~35~~ 40%) of the regular ~~tenure-track faculty lines~~ full-time faculty lines shall not be required to reduce the number of NTTP faculty. However, except as may otherwise be locally negotiated, no new NTTP appointments shall be made until existing NTTP falls below the ~~thirty-five~~ forty percent (~~35~~ 40%) limit.

C. Compensation for NTTPs

1. For ten (10) month NTTPs: effective July 1, 2023, the minimum salary shall be no less than ~~\$50,000.00~~ \$54,000.00. This minimum salary will not apply to any NTTP currently working under an individual contract.

2. For twelve (12) month NTTPs: effective July 1, 2023, the minimum salary shall be no less than ~~\$57,000.00~~ \$62,000.00. This minimum salary will not apply to any NTTP currently working under an individual contract.

3. During the term of the collective negotiations agreement, in the event that an NTTP is ~~on or after July 1, 2020~~, retained on a multi-year contract or is rehired for the immediately succeeding year (either on a single-year or multi-year contract), the NTTP shall receive the across-the-board increase for applicable fiscal year(s).

~~a. NTTPs currently working under a multi-year individual contract will receive the two (2) percent across-the-board salary increase on July 1, 2020, but the minimum salaries will not apply to them until their individual contract term has expired.~~

~~b. Effective July 1, 2020, NTTPs who are rehired for the immediately succeeding year (either on a single-year or multi-year contract) and who are not making the minimum salary will receive the two (2) percent across-the-board salary increase or have their salary raised to the minimum salary, whichever is greater.~~

4. The Any across-the-board increase herein will not be stacked with any locally negotiated increase or any increase provided for under an individual contract (including, but not limited to,

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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.](#)

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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.

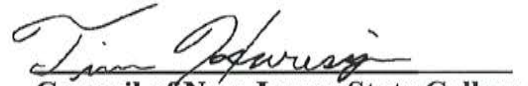
5 I. Multi-Year Appointments for NTTPs

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 
17 State of New Jersey

DATED: 11-20-23


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

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APPENDIX V

HEALTHCARE REOPENER

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 blended¹ 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

¹ 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.

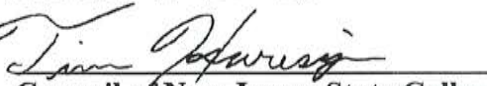
12 iii. If the renewal premium is below the Baseline Premium by 6% or more, the Union and the State
13 shall discuss options to share the savings in reduced costs or to improve the quality of the PPO
14 plan through design changes or other measures. If the Union and the State do not agree-to either
15 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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28 **DATED:** 11-28-23

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31 **State of New Jersey**

DATED: 11-20-23

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33 **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 following²:

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

² 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.