

MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY

And

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

This constitutes the Memorandum of Agreement made and entered into this 3rd day of August, 2017, by and between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO, Adjunct Unit ("Council")

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Council that was in effect from July 1, 2011 through June 30, 2015 is hereby renewed for the term of July 1, 2015 through June 30, 2019, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

1. Article V – Dues Deductions
2. Article VIII - Union Employer Information Exchange
3. Article X – Union Rights
4. Article XII A – Definitions
5. Article XIII A, D and E – Appointment of Employees
6. Article XIV A - Salary
7. Article XXV – Negotiations Procedures
8. Article XXVI – Duration and Termination

Any language in the parties' 2011-2015 Agreement not expressly changed by the attached initialed agreements will remain unchanged in the parties' 2015-2019 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

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

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

Tentative Approval

Tim Haweski
CNJSCL, AFT, AFL-CIO (FT)

8/2/17
Date

Wonna Clayton
State of New Jersey

8/9/17
Date

**State of New Jersey 7-31-17 revised
Counter-Proposal to the Council's 9/18/15 proposal**

1 **Contract Provision:** Article V

2 Proposed Change: Modify to read as follows:

3 **V – DUES DEDUCTION**

4
5 **A. 1.** Said monies will be transmitted by the fifteenth of the month following the month in which
6 deductions were made to the designated Local UNION treasurer. ~~on the pay period established by the~~
7 ~~State. Itemized Payroll dues deduction reports shall be electronically transmitted to the Local UNION~~
8 ~~and the LOCAL on the pay periods established at each College/University by the State.~~ Reports not
9 received in that time period shall not be subject grievance procedure. Each of the above Local UNIONS
10 shall certify to the State in writing the current rate of its membership dues.
11

12 **B. Representation Fee (Agency Shop)**

13 **1. Purpose of Fee**

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

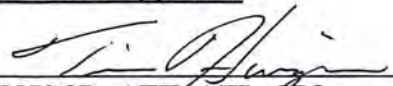
18 **3. Deduction and Transmission of Fee (Accept addition of Article; Reject deletion)**

19
20 After verification by the STATE that an employee must pay the representation fee, the STATE will deduct
21 the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of
22 representation fees and the transmission of such fees to the UNION will, as nearly as possible, be the
23 same as those used for the deduction and transmission of regular membership dues to the UNION
24 **except the deduction will begin in the third pay period of each semester.** The deduction will be made
25 in equal biweekly amounts. The total agency fee deducted for each semester will be 85% of the total
26 dues deducted for that semester.

27 **C. Political Checkoff**

28 Pursuant to legislation, the STATE shall upon presentation of a proper and duly signed authorization
29 form, deduct from the salary of each employee in the negotiations unit a sum specified by the employee
30 and not to exceed the limits prescribed by law, for the purpose of contributing to the UNION Committee
31 on Political Education (COPE). This provision applies to present and future members and non-member
32 employees in the negotiations unit. The fee deductions referred to above shall be forwarded to the
33 Council of NJ State College Locals promptly and in accordance with the provisions of applicable law. In
34 the event that a College/University receives a COPE deduction card directly from an employee, rather
35 than from the Council of NJ State College Locals or the Local UNION, the College/University shall provide
36 the Council of NJ State College Locals and the Local UNION with a copy of the card at the time the next
37 COPE deductions are sent to the Council of NJ State College Locals.

Tentative Approval



CNJSCL, AFT, AFL-CIO

8, 2, 17

Date



State of New Jersey

8, 2, 17

Date

STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT)
STATES 1-12-17 COUNTER TO AFT Proposal

1 **VIII – UNION-EMPLOYER INFORMATION EXCHANGE**

2
3 **B.1.** Each College/University agrees to furnish to the UNION and the Local UNION, as soon as is
4 practicable but no later than the first pay date of each semester a preliminary register of negotiations
5 unit members teaching that semester. Each College/University agrees to furnish to the UNION and the
6 Local UNION, no later than the fifth ~~fourth~~ week of each semester and once again at the end of the
7 semester, a final register of negotiations unit members teaching that semester. Both preliminary and
8 final ~~All~~ registers shall be provided in digital form transmitted by e-mail. The information shall be in the
9 form of an Access file or an Excel file with the following fields:

- 10
11 1. Last Name
12 2. First Name
13 3. Street Address
14 4. City
15 5. State
16 6. Zip
17 7. Number of Credits Taught
18 8. Department
19 9. Date of Initial Hire
20 10. College/University e-mail address *
21 11. Unique employee identifying numbers
22 12. Pension Plan

23 *Usage of the e-mail system is subject to each College's/University's policies and procedures.

24 Each College/University shall report to the Local UNION any changes to the employee's identifying
25 number to the data contained in any of the above categories within seven (7) business days a
26 reasonable time after the change.

27 **B. 4.** Providing the preliminary register as set forth in B1 and B3 above does not guarantee the member
28 any additional rights that are not already set forth in the Agreement. Nor shall the providing of a
29 preliminary register be subject to the grievance procedure.

30 **C.** The STATE and the College/University administrations agree to furnish to the UNION, in response to
31 written requests ~~made~~ and within ~~five (5) business days~~ a reasonable time, which, where practicable,
32 will not exceed fifteen (15) working days; information which is ~~deemed by the Local UNION~~ relevant and
33 necessary to the negotiating of subsequent agreements; and that affects terms and conditions of
34 employment including published agendas and minutes of the Boards of Trustees proceedings; If such
35 requests affect more than one College/University, they ~~shall~~ ~~should~~ be sent directly to the Office of
36 Employee Relations.

37 **D.** Each College/University shall maintain in a central location a copy of all ~~written~~ generally applicable
38 rules, regulations, ~~and~~ policies ~~and~~ College/University-wide procedures ~~of the College/University which~~
39 ~~regulate the conduct or work obligation of employees that affect terms and conditions of employment~~
40 ~~of unit members.~~ Each College/University shall make generally known such central location ~~and the~~
41 ~~hours during which~~ ~~where~~ employees may review the documents. ~~Six (6) copies~~ Notice shall be provided
42 to a designated representative of the Local UNION ~~within five (5) business days of a~~ reasonable time

STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT)
STATES 1-12-17 COUNTER TO AFT Proposal

- 1 ~~after any changes are made and acted upon with respect to~~ **generally applicable written** rules,
- 2 ~~regulations, policies and~~ **College/University wide** procedures of the College/University that regulate the
- 3 ~~conduct or work obligation of the employees~~ **that affect terms and conditions of employment.**

Article VIII

Tentative Approval



CNJSCL, AFT, AFL-CIO

8 / 2 / 17
Date



State of New Jersey

8 / 2 / 17
Date

STATE OF NEW JERSEY COUNTER-PROPOSAL TO CNJSCL, AFT, AFL-CIO ADJUNCT UNIT
January 12, 2017

1 X – UNION RIGHTS

2 H. The following UNION representatives shall be granted priority in choice of ~~schedules~~ course sections
3 as provided below:

- 4 a. President of the CNJSCL
- 5 b. Secretary of the CNJSCL
- 6 c. Vice President of the CNJSCL
- 7 d. Treasurer of the CNJSCL
- 8 e. Legislative Representative of the CNJSCL
- 9 f. The Presidents of each of the State College/ University Locals
- 10 g. One UNION representative designated by the UNION on each campus

11 In no case shall the number receiving priority in choice of ~~schedule~~ course sections on any campus
12 exceed three (3) nor shall more than one representative be selected from any academic department or
13 equivalent unit at any College/University.

14 Priority ~~scheduling~~ in choice of course sections will occur in the instances where ~~an adjunct faculty Local~~
15 ~~President~~ the adjunct faculty representative has taught in the previous semester, and was offered a
16 contract to teach a course that has more than one section and the section(s) are available for an adjunct
17 to teach.

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18 ~~J. Effective (insert effective date of agreement) the academic calendar at each College/University shall~~
19 ~~be prepared in consultation with the Local UNION at such College/University, including those Locals~~
20 ~~exclusively representing Adjunct Faculty. The Local Adjunct Faculty UNION shall be given an opportunity~~
21 ~~to provide its views and a cooperative effort to resolve differences shall be made prior to the adoption~~
22 ~~of the calendar.~~

23 K. Orientation

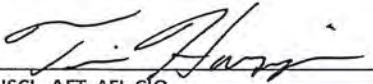
24 ~~The College/University shall notify the Local UNION of each formal new employee orientation meeting,~~
25 ~~including electronic orientations, held by the College/University. If a Department/Academic Unit holds a~~
26 ~~new employee orientation meeting, the Dean or managerial administrator shall notify the Local UNION.~~
27 ~~Any orientation notice shall be provided no fewer than ten (10) business days in advance of the~~
28 ~~orientation and shall include the date, time and location. During any new employee orientation, the~~
29 ~~Local UNION shall be permitted to give a minimum twenty (20) minute membership presentation.~~

30 ~~Any new employee initial paperwork shall include an information packet provided by the Local Union. In~~
31 ~~the event that new employee paperwork is provided solely online, the Local UNION's information packet~~
32 ~~shall be hyperlinked.~~

33 ~~L. Employees serving on committees at the Colleges/Universities dealing with terms and conditions of~~
34 ~~employment shall not be considered to be representatives of the UNION, nor shall their views be~~
35 ~~construed to represent the views of the negotiating unit. This provision shall not be construed to limit~~
36 ~~the other functions of persons serving on such committees as a result of the operation of the~~
37 ~~governance process at any College/University.~~

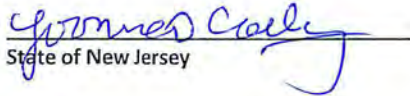
STATE OF NEW JERSEY COUNTER-PROPOSAL TO CNJSCL, AFT, AFL-CIO ADJUNCT UNIT
January 12, 2017

TENTATIVE APPROVAL Article X



CNJSCL, AFT, AFL-CIO

8, 2, 17
Date



State of New Jersey

8, 2, 17
Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
CNJSCL 8-2-17 response to
State's revised Proposal 8-2-17 of the State of New Jersey

Contract Provision: Art. XII A

Proposed Change: Modify to read as follows:

A. The number of teaching credit hours earned by an adjunct faculty member for any course is and shall remain as ~~currently~~ exists at the college/university as of July 1, 2017. If, during the term of this agreement, a change is to be made in the number of credit hours earned by full-time faculty members for any course or courses at the college/university, and if, at the time of the change, that course or courses is also taught by adjuncts at the college/university, the change will apply to the adjunct faculty members at that college/university, unless the Adjunct Local, where a separate adjunct local exists, requests negotiations in regard to the matter. The college/university will notify the President, or his/her designee, of the Adjunct Local at least one month prior to the term in which the change becomes effective.

The parties understand that the college/university may impose, if no agreement is reached with the Adjunct Local, without utilizing the PERC impasse process.

For the purposes of this provision only, such agreement, once negotiated or imposed, shall be enforceable through binding arbitration under Article VI.

Modes of instruction other than classroom shall continue to be governed by paragraph B below.

~~A. Definitions~~

1. Delete paragraphs 1. (a) through (d).
2. ~~Student credit hours are defined as: the number of credit hours earned by a student successfully completing a given course.~~
3. ~~Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.~~

Tentative Approval



CNJSCL, AFT, AFL-CIO

8, 2, 17

Date



State of New Jersey

8, 2, 17

Date

State of New Jersey 8-2-17 revised counter -proposal
Based on 7-31-17 discussion

1 XIII – APPOINTMENT OF EMPLOYEES

2 A2. Adjunct faculty who are available and want to be considered for employment in a particular
3 semester may submit a written notification of availability to the department in which they wish to be
4 employed.

5 D.E. If a course that an employee is assigned to teach is reassigned to any other employee or is cancelled
6 less than two (2) weeks before commencement of the relevant ~~academic year, term, semester, summer~~
7 ~~session, pre-session or intersession~~ the employees who lost his/her assignment shall receive payment
8 equivalent to one-half (1/2) of a ~~one~~ credit hour for the course.

9 E. F. If a course that an employee is assigned to teach is cancelled after the first class taught or if an
10 employee's assigned course is given to a full time faculty member, professional staff member,
11 administrator or another adjunct faculty member after the first class is taught the employee will be paid
12 the equivalent of one (1) ~~two~~ credit hours.
13

14 We accept making consistent the language throughout this Article regard regarding contracts and
15 proposed changing all references to "appointment contract"

16 "Term" includes – fall semester, spring semester, summer session and winter intersession

Tentative Approval



CNJSCL, AFT, AFL-CIO

8, 2, 17

Date



State of New Jersey

8, 2, 17

Date

**STATE OF NEW JERSEY AND CNJSCL, AFT, AFL-CIO (ADJUNCT UNIT)
State's 8-2-17 counter to CNJSCL (Adjunct) 7-31-17 economic counter-proposal**

Contract Article: Art. XIV A (Salary)

Proposed Change: Modify Art. XIV to read as follows

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

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Adjunct Faculty who have taught ~~sixteen (16)~~ **fourteen (14)** or more semesters at the individual College/University will receive an additional \$50 per credit as set forth below. A semester is defined as Fall or Spring.

Date	1-13 15 -semesters	14 16 + semesters
September 2015	\$1300	\$1350
September 2016	\$1300	\$1350
September 2017	\$1400	\$1450
September 2018	\$1475	\$1525

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

Provisions B and C in the contract remain unchanged.

Tentative Approval



CNJSCL, AFT, AFL-CIO (Adjunct)

8 / 2 / 17
Date



State of New Jersey

8 / 2 / 17
Date

State of New Jersey 10/30/15
Counter-Proposal to the Council's 9/18/15

ARTICLE XXV – NEGOTIATION PROCEDURES

A. New Agreement

The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, ~~2015~~ 2019 subject to the provisions set forth in Article XXVI, Duration and Termination. Collective negotiations shall commence no later than October 1, ~~2014~~ 2018, unless an alternative date is mutually agreed upon.

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

Tentative Approval



CNJSCL, AFT, AFL-CIO

1 / 12 / 17
Date



State of New Jersey

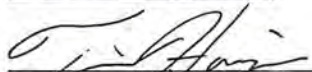
1 / 12 / 17
Date

State's 2-24-17 counter to CNJSCL Adjunct Faculty 1/12/17 Counter-proposal

1 **ARTICLE XXVI – DURATION AND TERMINATION**

2 This Agreement shall remain in full force and effect from July 1, ~~2014~~ 2015 until June 30, ~~2015~~ 2019. The
3 Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to
4 the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice
5 shall be given the other party in writing by certified mail and/or electronic mail no later than October 1,
6 ~~2014~~ 2018 or October 1 of any succeeding year for which this Agreement is automatically renewed. Any
7 notice transmitted pursuant to this provision shall be sent to the STATE addressed to "Director, Office of
8 Employee Relations, CN-228, Trenton, New Jersey, 08625" and the UNION addressed to "President,
9 Council of New Jersey State College Locals, AFT, AFL-CIO, 1435 Morris Avenue Ste. 3-A, Union, New
10 Jersey, 07083."

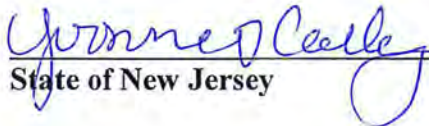
Tentative Approval



CNJSCL, AFT, AFL-CIO

8, 2, 17

Date



State of New Jersey

8, 2, 17

Date