

## Full-Time/Part-Time Tentative Agreement Deserves a “YES” Vote

### Adjunct Faculty Agreement Ratified With a Resounding YES

The Adjunct Faculty Agreement was officially ratified on August 10 by an 81% to 19% margin. For details on the new Agreement, please turn to page 15.

The full-time/part-time tentative Agreement is equally deserving of ratification. First and foremost, we made substantial gains in salary. Depending on your place in the salary guide, your pay will increase from 11.94% to nearly 34% over the four years of the Agreement. This is after paying the 1.5% deduction for health insurance, a concession all public employees were compelled to make due to the spiraling costs of health care. Unlike the past four contracts, which included salary freezes, this Agreement provides significant increases every year.

In other compensation areas, the summer session and overload rates have been equalized and those rates will increase by 23.8% over the life of the Agreement.

Other notable achievements include:

- An increase in both the compensation for and number of **sabbatical leaves**;
- Establishes a 1st time unit-wide **tuition waiver program** (40% minimum) for children, spouses and civil union partners;
- A unit-wide **transition to retirement** program;
- **Range adjustments** for librarians and instructors;
- Requirement that institutions that do not have an existing **Performance-Based Promotions procedure** for Professional Staff must negotiate one;



- **Flex-time** provision for professional staff;
- **Donated leave program** for librarians and professional staff at institutions where one doesn't exist.

In exchange for these gains, the Council agreed to an expansion of the right of the administration to hire faculty outside the official salary ranges—i.e. on “X” ranges. Currently the administration already has the right to hire full professors off the existing pay scale. Under the new Agreement, assistant and associate professors may also be hired on “X” ranges. However, the Council negotiated a 5% cap on hiring personnel at the “X” range, which is based on the number of full-time faculty at each institution. The “X” range agreement further stipulates that existing faculty may request consideration for appointment to “X” range in the so-called “hard to hire disciplines”.

If ratified, all terms of the new Agreement will be retroactive to July 1 for 12-month employees and to September 1 for 10-month employees. I urge you to look at the new contract language, the sample salaries and the draft chart of annual wage scales that appear in this issue of the *Voice*. You can find additional information about the new agreement by visiting our website at [www.cnjscl.org](http://www.cnjscl.org).

If you are a full dues paying member of your local, you should have received a ratification ballot. Ballots were mailed on September 4, 2007 and must be received in the pre-addressed postage paid envelope at the post office by September 25 in order to be counted.

I believe you are all aware of the difficult economic climate in which these negotiations took place. The State budget included a minimal increase in higher education funding and the newspaper headlines constantly bemoan the “excessive cost” of public employee health and pension benefits. Under these circumstances and after many months of negotiations, your negotiating team did a commendable job. While we did not get all that we wished to achieve, this is strong Agreement.

I want to thank the full-time/part time and adjunct faculty negotiating committees for all of their hard work and commitment to the members during the many months of negotiation prep and negotiating sessions. Representation from each campus is essential to achieving a good contract that fairly represents all of our constituencies. I wholeheartedly urge you to ratify it. – • –

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## Highlights of the Full-Time/Part-Time Settlement

- **Salary** - The across-the-board increases will be 3%, 3%, 3.5%, & 3.5% for each year of the new Agreement, beginning July 1, 2007 for 12 month employees and September 1, 2007 for 10 month employees.
- **Summer Session/Overload** – combined and increased \$100 in year one and \$50 in each of the following three years. Summer session & overload will be the same rates. New rate for summer session 2007 takes effect July 1, 2007
- **Sabbatical leaves** - Eligible faculty will be able to apply for half-year leaves at full salary and full-year leaves at three-quarters salary. The number of half-year sabbatical leaves will increase from 160 to 180 for the first two years and then increase to 190 in the last two years of the Agreement.
- **Tuition Waiver for Children, Spouses and Partners in a Civil Union** - This new Letter of Agreement applies to those institutions that do not already have a local tuition waiver program. Under the terms of this provision, full time employees who have five or more years of employment at their College/University will be eligible for forty (40%) percent tuition waiver for their children, spouses and civil union partners. Those institutions that already have more generous tuition waiver programs will not be affected and locals are free to negotiate higher percentages in the future.
- **Transition to Retirement** - This will be a statewide program beginning in academic year 2008-2009 which allows full time tenured faculty who are least 55 years old with a minimum of ten years service at the College/University to apply for a one year transition to retirement, which will allow the faculty member to teach a maximum of 50% of a full-time faculty load at proportional pay. This Letter of Agreement does not supersede more generous existing local agreements.
- **Alternative Schedule for Faculty Workload** - An institution that wants to schedule the annual twenty-four teaching credit hour load over a thirty-two week period other than the period between September and June cannot do so unilaterally. It must first negotiate a local procedure with the local union. Faculty participation in this alternative schedule is strictly voluntary.
- **Flex-Time for Professional Staff** - With the approval of the appropriate vice-president or designee, professional staff may work a flexible schedule, i.e., work their standard length work day in non-conventional hours.
- **Performance-Based Promotions for Professional Staff** - Institutions that do not already have a locally negotiated procedure governing performance-based promotions for professional staff must negotiate them upon request of the local union. If a professional staff member is denied a promotion, he/she may request the President to provide written reasons based on the criteria for the negative decision.
- **Range Adjustments for Librarians & Instructors**- Previously the Range Adjustment Program was limited to faculty above the instructor rank.
- **Department Chairpersons** - The colleges/universities will now be required to provide the chairperson, department faculty and the local union with a copy of the description of the duties and responsibilities of the chairperson. In cases where a President rejects an elected individual, the President or his/her designee must provide his/her reasons to the department within 30 days after the election.

## Highlights of the Adjunct Faculty Settlement

- **Salary** - \$250 increase per credit hour on the base rate salary during the life of the Agreement, ending at \$1,200 in year four. Adjunct faculty who have taught 16 or more semesters at an institution will receive an increase from the additional \$25 per credit hour to \$50 per credit hour.
- **Class Cancellations** - increase in the compensation rate for from the current \$100. If a course is reassigned to any other employee or is cancelled less than two weeks before commencement of the relevant semester, an adjunct faculty member will receive ½ of a credit hour for the course. In the first year of the Agreement this will amount to \$525. If a class is cancelled or reassigned after the first class is taught, an adjunct faculty member will receive one credit hour payment. In the first year of the Agreement this will be \$1,050.
- **Employee Rights**. - Office space and access to services and equipment. The colleges/universities will identify useable spaces and/or common areas, where appropriate, in which adjunct faculty may meet with students or work on instructional activities and college/university matters. The institutions will also provide adjunct faculty with access to instructional materials and services that aid in their instruction at the same level as full time faculty teaching the same course.

## Text of the 2007-2011 Tentative Agreement for Full-Time/Part-Time Employees

(Where no entry appears, the 2003-2007 Agreement will continue unchanged except in non-substantive details such as date changes, names of the institutions, etc. Additions to the text are underlined. Deletions are strikethroughs. Final contract language may differ in location and lettering when incorporated into the final print version. However, intent will not change.)

The text below covering wages, healthcare and pension will be incorporated into the new agreement in the appropriate areas.

### 1. Wages

Across the board increases

First full pay period in July 2007 — 3% across the board increase

First full pay period in July 2008 — 3% across the board increase

First full pay period in July 2009 — 3.5% across the board increase

First full pay period in July 2010 — 3.5% across the board increase

- a. Effective the first full pay period of July 2007 and continuing through the term of the Agreement, employees will pay 1.5% of their annual base salary as a contribution to be used for the express purpose of offsetting the cost of health insurance provided by the State. The parties agree that there shall be no open enrollment period triggered by this contribution. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan (“SHBP”) and provide a certification to the State that he/she has other health insurance coverage, the State will waive the 1.5% Health Insurance contribution for that employee.
- b. Effective April 1, 2008, active eligible employees will be able to elect to participate in a PPO, with a national network and the same benefit design as the current NJ Plus plan, except as modified in paragraph c. below. In the alternative, active eligible employees will be able to elect to participate in an HMO. Effective April 1, 2008 the Traditional Plan and the NJ Plus POS shall be abolished, and HMOs and DPOs will be consolidated.
- c. Effective July 1, 2007, in-network doctor visit co-pays, including specialist co-pays, will increase from \$10 to \$15. There will be a co-pay of \$15 for the first in-network prenatal visit; subsequent in-network prenatal visits are 100% covered. The emergency room co-pay will increase from \$25 to \$50, which is waived if admitted.
- d. Prescription Drug Copays: Effective 7/1/07

#### \* Non-Mail Order

Generic - \$3

Brand names where there is no generic equivalent and brand names where the employee’s doctor certifies that the employee is medically unable to take the generic version of the medication - \$10

Brand names where there is a generic equivalent, unless the employee meets the standard set forth above - - \$25

#### \* 90 days Mail Order

Generics - \$5

Brand names where there is no generic and brand names where the employee’s doctor certifies that the employee is medically unable to take the generic version of the medication - - \$15

Brand names where there is a generic equivalent, unless the employee meets the standard set forth above - - \$40

#### \* Dispute Resolution Mechanism for Generic Claims

In the event that an employee’s physician certifies that the employee is medically unable to take the generic version of medication, said certification shall be sent to the employee’s carrier for review utilizing procedures for approval of said certification that are consistent with those for the approval of treatment or services by the carrier. Appeals from decisions by the carrier shall be consistent with the internal appeal process of each carrier. Any such decision is not subject to the grievance procedure in this contract.

### e. Retiree Health Benefits

1. Employees who accrue 25 years of pension credit service after June 30, 2007 and before June 30, 2011 or who retire on a disability pension after June 30, 2007 and before June 30, 2011, will be eligible to receive post retirement medical benefits (“PRM”) in accordance with the terms set forth in the parties’ 2007-2011 collective negotiations agreement. Such employees will be eligible to participate in the applicable PPO or HMO and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness program that the retiree is participating as required.
2. Employees who retire or accrued 25 years of pension service credit prior to June 30, 2007 and who receive post retirement medical benefits will also be eligible to participate in the PPO in accordance with the terms of that plan as set for the in the parties’ 2007-2011 collective negotiations agreements. Specifics to be contained in Letter of Agreement IV.
- f. There will be no reduction in benefits or increases in coinsurance, co-payments or deductibles paid by employees participating in (a) NJ PLUS POS until its termination, the PPO or an HMO, (b) Prescription Drug Plan, (C) Dental Care Plan, or (d) Eye Care Program, absent a mutual agreement between the State and the Union during the term of this Agreement. During the period July 1, 2007 to June 30, 2011, the State agrees that it will not assert that this provision is outside the Scope of Negotiations.

### 3. Pensions

- a. Employees hired on or after July 1, 2007 (Applies to PERS TPAF only):
  1. An employee hired on or after July 1, 2007, whose salary exceeds the social security maximum as established by the Federal government will participate in the defined benefit plan as to the portion of the employee's salary that is at or below the social security maximum and will participate in the defined contribution plan as to the portion of the employee's salary that exceeds the social security maximum. The employer will contribute an amount equal to 3% of the portion of the employee's salary that exceeds the social security maximum as a match for the employee's contribution into the defined contribution plan at 5.5% of the employee's salary that exceeds the social security maximum.
  2. Employees hired on or after July 1, 2007, who meet the applicable years of service requirements will be eligible to retire with full pension benefits at age 60. There will be 1% per year benefit reduction for employees who retire between the ages of 55 and 60. There will be a 3% per year benefit reduction for employees who retire prior to age 55.
- b. All bargaining unit employees in PERS or TPAF covered under the terms of this agreement shall increase their pension contribution from 5 to 5.5% effective July 1, 2007

#### ARTICLE II - NON-DISCRIMINATION

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

#### ARTICLE IV - CONTINUING CONSULTATION

A. The parties agree to establish a Committee consisting of one representative for each College/University, three Council representatives and one representative from the Governor's Office of Employee Relations, which shall upon the request of either party meet the third week of April, October and January. The goal of the Committee is to ensure that the provisions of the Collective Negotiations Agreement are complied with throughout the nine State Colleges/Universities. The Council shall submit an agenda to the Governor's Office of Employee Relations at least two weeks prior to the meeting consistent with the goal of the Committee as set forth. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

B. No Change

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

D. No Changes

### ARTICLE VII - GRIEVANCE PROCEDURE

A. — C. No Changes to existing contract language

D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to the College/University President. Such statement of grievance should include specific reference to the following: a) article and section of this Agreement alleged to have been breached, misinterpreted, or improperly applied; b) the applicable policy or rule of a Board of Trustees, or the applicable statute which establishes terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied or not followed; c) a description of how the alleged violation occurred; d) the date of the alleged violation; e) the proposed remedy. Where the nature of the grievance suggests that it would be appropriate, the grievant may be requested by the President or his or her designee to meet any involved official of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20) calendar days of receipt of the grievance, unless parties mutually agree otherwise, and the decision shall be rendered in writing to the employee and the UNION representative within fifteen (15) calendar days of the conclusion of the hearing of the grievance.

2. Step Two

If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, or if the hearing is not held within the prescribed time or agreed upon time or should no decision be forthcoming in the prescribed time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. An arbitrator's decision shall be binding as to grievances raised under B. 1. above and advisory and non-binding as to grievances raised under B. 2. above. In any case, an arbitrator's decision relating to appointment, nonreappointment (except as provided in E. 4. below), merit awards, or promotion shall be advisory and non-binding. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any policy of the STATE or any Board of Trustees. The arbitrator shall not substitute his or her judgment for academic judgments rendered by the persons charged with making such judgments.

No Change to remainder of D.2

E. No Change to existing contract language

3.— 4. No Change to existing contract language

F. Time Limits

1. A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the

date on which the individual employee should reasonably have known of its occurrence.

- 2. – 4. No change to existing contract language
- 5. Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College/University by the individual grievant within twenty-one (21) days from the date on which such claimed violation took place or twenty-one (21) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such twenty-one (21) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.
- 6. – 8. No Change to existing contract language
- G. – H. No Change to existing contract language
- I. No Change to existing contract language
- J. No Change to existing contract language
- K. Discipline
- K.1– 2. No Change to existing contract language

3. In the event an allegation of misconduct is made by a College/University against an employee, and if he/she so requests, the employee shall be entitled to a representative of the UNION during any investigatory interview(s) concerning such allegation. The Union representative shall be permitted to attend as a witness. The Union representative may advise and counsel the employee by clarifying confusing and misleading questions. There shall be no presumption of guilt.

4. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under this Agreement.

#### ARTICLE VIII - UNION-EMPLOYER INFORMATION EXCHANGE

C. Each College/University agrees to furnish to the UNION and the Local UNION by October 15 and March 15 of each year a register of the employees covered by this Agreement. The register 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. Title
- 8. Salary Range
- 9. Salary Step
- 10. Annual Base Salary
- 11. Department
- 12. FTE
- 13. Sabbatical Leave
- 14. Leave without Pay
- 15. Health Plan Option
- 16. Date of Hire
- 17. Unique employee identifying numbers
- 18. College/University Email address
- 19. Pension Plan

The usage of the email system is subject to each College/University policy and practices.

Remainder of Art. VIII remains the same

#### ARTICLE X - UNION RIGHTS

A – B No Change to existing contract language

C. Distribution of Materials

1. The UNION shall have the right to use inter-office mail facilities to deliver mail within a College/University.

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

D. Space and Facilities

It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College/University. The administration shall also permit the UNION to use designated College/ University equipment which may include typewriters, computer, duplicating equipment, calculating machines and audio visual equipment at reasonable times when such equipment is not otherwise in use.

The UNION shall pay the actual cost to the College/ University of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

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

F. – G. 2 No Changes to existing contract language

G. 3. Librarian or professional staff serving as the UNION's President shall be allowed to conduct UNION business during the work week as needed. Each College/University and local Union President shall work out the details regarding this arrangement. Librarian or Professional Staff service as Union President shall not have a negative impact on their reappointment evaluation.

G. 4. The primary responsibility of a Faculty, Professional Staff or Librarian serving as UNION president or representative, as set forth in subparts 2 and 3 above, shall be to their position at the College/University. This primary responsibility shall not suffer as a result of their performance of UNION business.

H. No Change to existing contract language

#### ARTICLE XI- EMPLOYEE RIGHTS

A. –B. and C. 5 & 7-8. No Change to existing contract language

C. Summer Session Contracts

6. The summer session rate per semester hour credit for State College/ University employees shall be established at the following minimum rate:

Effective for all courses that begin on or after July 1, 2007, the minimum rates for summer session rate shall be as shown in the chart below:

Rank	2007	2008	2009	2010
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1150	\$1200	\$1250	\$1300
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1100	\$1150	\$1200	\$1250
Professional Staff	\$1100	\$1150	\$1200	\$1250

D. Full-time employees 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 of his/her designee who either in person or through a designee will conduct a prompt administrative review of the matter. The determination of the review is not subject to the grievance procedure.

E. — K. No Change to existing contract language  
 L. Faculty members assigned to teach in intercessions, pre-sessions or summer sessions occurring in the month of May or June shall be compensated for such assignments at the appropriate summer session rate, or the overload rate, whichever is higher. For the purposes of intercessions, pre-sessions or summer sessions occurring during the period September 1 to June 30, the limitation on extra teaching assignments for part-time faculty set forth in Section N shall apply.

M. — O. No Change to existing contract language

#### ARTICLE XII -FACULTY RESPONSIBILITIES

No change to Article with exception of the following:

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

Rank	Sept 2007	Sept 2008	Sept 2009	Sept 2010
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1150	\$1200	\$1250	\$1300
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$1100	\$1150	\$1200	\$1250
Professional Staff	\$1100	\$1150	\$1200	\$1250

#### ARTICLE XVI - PROFESSIONAL STAFF

A. No Change to existing contract language  
 B. 1. The normal scheduled hours of work shall not involve split shifts.

2. No Change to existing contract language

3. 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 the approval of the appropriate Vice President or designee. The determination of the Vice President or designee is not subject to review.

C. No change to existing contract language.

D. Performance-Based Promotions

Full-time professional staff employees who meet or exceed the criteria for performance-based promotion are eligible to be considered for such promotions, which consist of advancement to the next higher title in the employee's title series. The next higher title for Program Assistants will be Professional Services Specialist IV. The criteria for performance-based promotion will be established by the College/University President and provided in written form for the understanding of all affected employees. If not already locally negotiated, the procedures for consideration will be negotiated between the College/University and the Local UNION. The procedures for consideration utilized in the College/University, if universally applicable, or in a division, department or similar unit in which the professional staff member is employed, shall be fairly and equitably applied to all applicants and nominees. In the event that a professional staff member is denied a performance based promotion, the President or his or her designee shall, at the request of the employee, provide written reasons based on the established criteria for the decision. An eligible full-time professional staff employee and/or the employee's out-of-unit supervisor may submit written application setting forth justification for promotion to the College/University president or designee thereof. The College/University shall determine whether a promotion shall be granted.

E. — N. No Change to existing language.

*(Continued on next page)*

**ARTICLE XIII, APPOINTMENT AND RETENTION OF EMPLOYEES**

D. Add as last sentence to first paragraph

Professional staff may be appointed for up to one year.

**ARTICLE XVII - LIBRARIANS**

NEW SECTION: 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 range adjustments are eligible to be considered for and may apply for a range adjustment within rank. The merit-based criteria will be established by the College/University and published for the understanding of 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 purposes of the Librarian range adjustments the following ranges shall be utilized:

	<u>10 Month</u>	<u>12 Month</u>
Assistant Director in the Library	28, 30, 32 and 33	31, 33 and 35
Librarian I	26, 28 and 29	29, 31 and 32
Librarian II	22, 24 and 25	26, 27 and 28
Librarian III	19,20 and 21	22 and 23

**ARTICLE XVIII - DEPARTMENT CHAIRPERSONS**

A . No Change

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

C - D No Change

E. The College/University shall provide the Department Chairperson and faculty within the department a copy of the description of the duties and responsibilities of the Chairperson position. The local UNION shall be provided with a copy of the Chairperson duties and responsibilities

E-F. Nothing contained herein shall be construed to limit the right of a President to appoint an acting department chairperson pending the completion of the procedures set forth.

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

**ARTICLE XXI - SALARY AND FRINGE BENEFIT AGREEMENT FOR JULY 1, 2007 TO JUNE 30, 2011**

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 same time herein or, if later, within a reasonable time after enactment of the appropriation.

A - F. - wages - see economic proposal on page 3.

G. - K. No change to existing contract language

L.1. The salary ranges for the 10-month faculty titles listed below will be as follows:

<u>Instructor</u>	<u>Ranges 18, 20 and 21</u>
Assistant Professor	Ranges 22, 24 , 25 <u>and X</u>
Associate Professor	Ranges 26, 28, 29 <u>and X</u>
Full Professor	ranges 30, 32, 33 and X.

The salary ranges for 12-month faculty titles listed below will be as follows:

<u>Instructor</u>	<u>Ranges 21, 22 and 23</u>
Assistant Professor	Ranges 25, 27, 28 and X
Associate Professor	Ranges 29, 31, 32 and X
Full Professor	Ranges 33, 35 and X

“X” means a position that has no salary range. The salary for each faculty person in any academic rank in an “X” range position shall be set forth in the same manner as is currently done for the “X” range Full Professor academic rank.

2. The College/University may, at its discretion, hire faculty at any step of any salary range associated with any academic rank. Faculty hired through the established faculty hiring process at each College/University in the X- range shall not exceed five percent (5% ) of the regular full-time faculty lines at the College/ University. Each College/University shall furnish the UNION with a list of any faculty members hired in the X. range on an annual basis.

3. A faculty member who is hired at the X” range (a salary which is beyond the highest range and step in that academic rank) shall be informed in the appointment letter that he/she shall receive only the across-the-board increases applicable to members of the bargaining unit in each year of the agreement during the term in which he/she holds the same academic rank.

4. a. The College/University may, at its discretion, increase the salary of any faculty member to any step of any range, including the X. range, associated with his/her academic rank in response to a bona fide offer of employment or when it believes a bona fide offer of employment could be imminent because of recent achievements and/or other factors.

b. The College/University may add its discretion, increase the salary of any professional staff employee to any step of any range or librarian to any step of any range associated with his/her concurrent academic rank in response to a bona fide offer of employment or when it believes a bona fide offer of employment could be imminent because of recent achievements and/or other factors.

c. In any case where the College/University increases the salary of any employee as provided in as provided in 4a. and b. above, the administration shall provide written notice of the same to the UNION.

d. A faculty member in the X range who is promoted through the established promotional process at each College/University shall receive at least a five percent (5%) increase and may be placed on step in the new title, provided that the step is the one closest to but not less than five percent (5%).

4-5. There shall be a Range Adjustment Program at each College/University where full-time faculty are employed. Full-time faculty members who meet or exceed the merit-based criteria established for range adjustments are eligible to be considered for and may apply for a range adjustment within rank. The merit-based criteria will be established by the College/University and published for the understanding of 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, if universally applicable, or in a division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees.

5: 6. Article VII of the Agreement shall apply to range adjustments under the same terms and limitations as such To applies to faculty promotions.

No change to remainder of existing contract language.

#### **ARTICLE XXII, ANNIVERSARY DATES, PAY ADJUSTMENTS AND PAYROLL**

A. 2. Last paragraph \*

Notwithstanding the above, if the employee is appointed to the range maximum, their anniversary date ~~is advanced~~ shall be the pay period following the completion of twenty-six (26) full pay periods.

#### **ARTICLE XXIV**

##### **VACATION-SICK LEAVE**

A. - D. No change to existing contract language.

E. There shall be a Donated Leave Program at each College/University for professional staff and librarians. The procedures for the Donated Leave Program will be negotiated between the College/University and the Local UNION. This provision shall not apply to Colleges/Universities that already have an established Donated Leave Program.

#### **ARTICLE XXVII**

##### **SABBATICAL LEAVES**

Preamble-No change to existing contract language except to replace the second sentence with the following: Effective the first and second years of this Agreement, the State Colleges/Universities will be authorized to grant one hundred eighty (180) half-year leaves; in the third and fourth years, authorization for said leaves shall increase to one hundred ninety (190) half-year leaves.

A. No change to existing contract language

B. Terms of Sabbatical Leave

1. Half-year leaves shall be at the rate of ~~three-quarters (3/4)~~ full salary.

2. Full-year leaves shall be at the rate of ~~half (1/2)~~ three-quarters (3/4) salary.

3. For librarians, half-year leaves shall be five (5) months, and full-year leaves ten (10) months.

4. - 8. No change to existing contract language

#### **ARTICLE XXXIV, ONLINE COURSES**

F. modified last sentence as follows:

Employees teaching an online course for the first time shall receive one additional credit, which is a one (1) time payment only.

#### **NEW LETTER OF AGREEMENT**

##### **TUITION WAIVER FOR DEPENDENTS CHILDREN, SPOUSES AND PARTIES TO CIVIL UNION**

A. The dependent children, spouse, or party to a civil union with a unit employee who has been employed by the College/University for five (5) years shall be eligible for a tuition waiver program at the College/University where the unit member is employed provided:

1. The student fulfills the academic and administrative requirements for admissions.
2. Eligibility
  - a. Student must be a dependent child of the employee based upon IRS definitions, or a spouse of the employee, or a party to a civil union with the employee as defined by NJSA 37:1-29 et. al.
  - b. Student must apply for all available Federal and State grants and/or scholarships by submitting the FAFSA form each year. For students who receive financial aid, the grants and scholarships (gift aid) will be applied to tuition first. Private grants received and earmarked for "tuition only" also will be applied to tuition first. The University shall waive at least 40% of tuition not covered by the scholarships or grants.
  - c. Student must be matriculated, studying for their first baccalaureate degree and must remain in good academic standing in accordance with College/University regulations.
  - d. If an employee dies while employed in an eligible position, and if his or her dependent child was admitted or enrolled under the program at the time of the employee's death, he or she shall be eligible for the program until completion of the first baccalaureate degree. All policies and restrictions otherwise applicable to this tuition waiver will apply.
  - e. This program shall not affect existing locally negotiated dependent tuition program agreements, except to the extent the local agreement does not meet the minimum standards set forth in this article.
3. Benefit
  - a. Students shall receive at least 40% tuition waiver in a program leading to the first baccalaureate degree up to the number of credits required by the degree program for graduation.

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**NEW LETTER OF AGREEMENT  
TRANSITION TO RETIREMENT PROGRAM**

A. The transition to retirement program provides an opportunity for eligible tenured faculty to gradually transition to retirement. This program begins in the academic year 2008.

B. Eligibility

1. Participants must be full-time tenured faculty who are at least fifty-five years of age.
2. Participants must have served a minimum of ten (10) years at the University.
3. Eligible faculty who wish to participate in the program must submit their request to retire under the terms of this program no later than April 1 of the academic year preceding the one in which they wish to participate in the program. The request must be accompanied by a proposed plan outlining the assignments they wish to undertake while in the program. The request and plan must be sent to the University Provost, with copies to the Dean and Department Chair. The Dean and/or Department Chair shall provide recommendations regarding the request and plan, but the approval rests with the Provost whose decision shall be based upon his/her judgment of the academic needs of the institution.
4. Faculty who meet all of the requirements of the program and are approved are permitted to participate for one (1) year only.

C. Requirements

1. Participating faculty must officially retire from the University and then seek re-employment under the terms of this provision.
2. As retirees, program participants have no claims of tenure or other rights and/or obligations of a tenured member of the faculty.
3. The plan which is required to accompany a faculty member's request to participate in the program, as referenced in B.3 above, may include a variety of activities including teaching up to a maximum half load during the academic year, summer session teaching, the development and delivery of on-line/distance education courses and/or non-teaching duties. In no event, however, shall the total assignment exceed 50% of a full-time faculty load.
4. Participating faculty shall receive compensation proportional to the assignment approved by the College/University which shall not exceed 50% of their final year's salary, while simultaneously collecting retirement benefits for which they are eligible.
5. There will be no other obligation required of the faculty participating in the program other than the credit hour assignment they are given and/or what is described and approved in their plan.
6. For participants in the program, teaching summer classes beyond any summer session teaching included in the faculty member's plan will be compensated at the rates set forth in the Statewide Agreement and shall be permitted solely at the discretion of the College/University.

D. This program shall not affect existing locally negotiated transition to retirement program agreements, except in the situation where the local agreement does not meet the minimum standards set forth in this article.

**NEW SIDE LETTER - ALTERNATIVE PERIOD  
FOR FACULTY WORKLOAD**

It is agreed by and between the State and the Union that notwithstanding the provision of Article XII (Faculty Responsibilities) which sets forth the basic academic year teaching load and teaching credit hours, if a State College or University determines that it is in the best interests of the College or University, the students it serves and/or certain academic programs to schedule the twenty-four (24) teaching credit hours and the thirty-two (32) weeks of instruction for a particular faculty member or members over a period other than between September 1 and June 30, the College or University shall negotiate with the local Union a procedure for changing the twenty-four (24) teaching credit hours and the thirty-two (32) weeks of instruction to a period other than between September 1 and June 30. If a local procedure is negotiated and a faculty member performs his or her responsibilities over such a period, the faculty member shall not suffer any penalty as a result of such election, including but not limited to the right to receive pension and health benefits as if he or she worked between September 1 and June 30. Participation in an alternate period program shall be on a voluntary basis only.

**LETTER OF AGREEMENT IV - HEALTH INSURANCE  
IN RETIREMENT**

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

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

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ PLUS), which shall be succeeded by the PPO described in Article XIX or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
2. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan and the average of the cost to the State of the Managed Care/Point of Service (NJ PLUS) and the approved HMO Plans for health insurance coverage.
3. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.

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

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

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ PLUS), which shall be succeeded by the PPO describe in Article XIX or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.
2. Employees in this group who elect to enroll in the Traditional Plan or after that plan is no longer available on or about April 1, 2008 in the successor plan shall pay 25% of the premium cost of for health insurance coverage.
3. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

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

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

For the period starting at retirement after July 1, 2007, and until the Traditional Plan and NJ Plus are no longer available for current employees, which is scheduled to occur effective April 1, 2008, the retiree shall be eligible to enroll in NJ Plus or an HMO at no premium share cost and in the Traditional Plan at 25% premium share paid by said retiree until the new plans are available. When the PPO that succeeds NJ Plus is in effect, neither the Traditional Plan nor its successor plan shall be available to said retiree. From that date forward, the retiree shall be eligible to enroll in the PPO described in Article XIX or in an HMO in accord with the provisions of Article XIX with the 1.5% contribution and with the Retiree Wellness program waiver option as described in this paragraph.

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

by collective negotiations or law.

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

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

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

#### **NEW LETTER OF AGREEMENT - FACT-FINDING ANALYSIS FOR EXEMPT PROFESSIONAL STAFF**

The State and the UNION agree that there shall be a fact-finding period to analyze time worked by exempt professional staff at Ramapo College, The College of New Jersey and William Paterson University where there is no applicable policy or local agreement. The parties agree that this Letter of Agreement shall not affect any other College/University covered by this collective negotiations agreement; nor shall it supersede any local agreement on compensatory time already in effect.

For each College/University in which there shall be a fact-finding period, the local Union and that College/University agree to the creation of a Committee at that institution, known as the Professional Staff Fact Finding Committee. The Committee shall be charged with the review and analysis of hours worked by Professional Staff pursuant to paragraphs 1-3 below as well as the issuance of a report pursuant to paragraph 5 below concerning that College/University. Each College/University and each Local Union shall designate two (2) representative(s) for service on its Committee. The Governor's Office of Employee Relations and the Council shall each designate one (1) representative to each such Committee.

The State and the UNION agree that the fact-finding period provided below shall begin no later than the pay period closest to 60 days following ratification and conclude twelve months after its inception.

The terms of the fact-finding period at each institution are as follows:

1. Professional Staff in each unit/department in the College/University shall have the right to voluntarily submit, for the entirety of the fact-finding period a record of all time worked for the purpose of documenting unusual work time requirements. Each participant shall complete time records showing all hours worked for each pay period in that year; however, the failure to include all hours worked in one pay period in each quarter shall not result in the participant's time records being excluded from the fact finding analysis being performed by the Committee. In the event the participant does not include all hours worked in the one pay period as described above, that participant shall be deemed to have worked a standard work week, or less, in that pay period. All time records shall be submitted to a designated representative of the Committee, with a copy to the Local Union and to the Human Resource designee. Unit members shall be informed as to the identity of the designated Committee representative responsible for collection of the records.

2. In a manner consistent with the College/University bi-weekly payroll schedule, records of all time worked shall be submitted to the participating employee's supervisor for signature prior to submission to the Committee. Where the supervisor disputes the accuracy of the time sheet or denies that the employee was

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authorized or required to work such hours, the supervisor shall note such dispute on the time sheet and the Human Resources designee for this fact finding process, may request documentation or a supporting narrative to explain any such entry. In such event, the record of time worked may still be submitted to the Committee for review, with the noted objections. The Committee shall meet within 30 days of the start of the fact-finding period to determine necessary data and record-keeping procedures for this analysis.

3. Unusual work time requirements shall include, but are not limited to, extraordinary hours worked during summer programs, registration, special projects, and other assignments, provided any such requirement results in work that substantially exceeds a standard work week.

4. An employee's decision to participate or not participate shall be protected from retaliation consistent with applicable law. Nothing herein shall be deemed to alter the right of management to assign work as needed and/or beyond the standard work week to any employee regardless of participation.

5. At the end of the fact-finding period the full Committee shall review the data reported and shall issue a report to the University President (or his/her designee) concerning the nature and extent of unusual work time requirements performed by Professional Staff. The report may include findings and recommendations to address the findings, which recommendations may, but are not required to, include the creation of a policy for exempt professional staff who meet unusual work time requirements, as

stated in paragraph 3 above.

6. The report of each Committee shall be issued no later than ninety (90) days after the expiration of the fact finding period. Each Committee shall strive to issue a single report reflecting the consensus thinking of the Committee. If the Committee is unable to do so, two reports may be issued.

7. Within sixty (60) days of receipt of the Committee report(s), the President (or his/her designee) may decide to accept or reject the recommendations of the Committee. If the recommendations are accepted they shall be implemented as soon as administratively feasible or at the start of the next fiscal year, whichever is appropriate.

8. If the recommendations of the Committee are not accepted, the Local Union may request Local negotiations, which request may or may not be granted.

9. The terms of this Agreement shall not apply to Thomas Edison State College. However, it is recognized that Professional Staff at Thomas Edison State College have the right to seek reclassification as provided by the current Agreement.

10. The College/University and the Local Union may opt out of the terms of this Side Letter by mutual agreement.

11. This Letter of Agreement and any dispute arising thereunder are not subject to the grievance procedure.

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## Sample Salaries With Increases & Health Cost Deduction

To view  
Frequently Asked  
Questions about  
the Full Time/  
PT Tentative  
Agreement, visit  
our web site at  
[www.cnjscl.org](http://www.cnjscl.org)

A PSS IV on step 2 in Spring 07 is receiving \$39,997. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$53,298 after health benefit deductions. The salary will have increased by 33.26% in the 4th year after health deductions.						
Professional Service Specialist IV (Range 18)						
		Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 2		<b>\$39,997.44</b>	1.50%		
Fall 07-Spring 08	Step 3	with 3%	\$43,158.43	\$647.38	\$42,511.05	<b>6.28%</b>
Fall 08-Spring 09	Step 4	with 3%	\$46,473.08	\$697.10	\$45,775.98	<b>7.68%</b>
Fall 09-Spring 10	Step 5	with 3.5%	\$50,190.23	\$752.85	\$49,437.37	<b>8.00%</b>
Fall 10-Spring 11	Step 6	with 3.5%	\$54,110.65	\$811.66	<b>\$53,298.99</b>	<b>7.81%</b>
<b>Total Increase %</b>			<b>35.29%</b>	<b>% over Spring'07</b>		<b>33.26%</b>
An Assistant Professor on step 3 in Spring 07 is receiving \$50,935. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$67,387 after health benefit deductions. The salary will have increased by 32.30% in the 4th year after health deductions.						
Assistant Professor (Range 22)						
		Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 3		<b>\$50,935.60</b>	1.50%		
Fall 07-Spring 08	Step 4	with 3%	\$54,848.87	\$822.73	\$54,026.14	<b>6.07%</b>
Fall 08-Spring 09	Step 5	with 3%	\$58,951.10	\$884.27	\$58,066.83	<b>7.48%</b>
Fall 09-Spring 10	Step 6	with 3.5%	\$63,557.14	\$953.36	\$62,603.78	<b>7.81%</b>
Fall 10-Spring 11	Step 7	with 3.5%	\$68,413.38	\$1,026.20	<b>\$67,387.18</b>	<b>7.64%</b>
<b>Total Increase %</b>			<b>34.31%</b>	<b>% over Spring'07</b>		<b>32.30%</b>
A PSS II on step 8 in Spring 07 is receiving \$68,912. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$82,854 after health benefit deductions. The salary will have increased by 20.23% in the 4th year after health deductions. In Fall 09 1/2 year is at Step 9 & the other half at Step 10 because of the longer period between Step increases after Step 7.						
Professional Service Specialist II (Range 24)						
		Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 8		<b>\$68,912.39</b>	1.50%		
Fall 07-Spring 08	Step 8	with 3%	\$70,979.76	\$1,064.70	\$69,915.06	<b>1.45%</b>
Fall 08-Spring 09	Step 9	with 3%	\$75,816.06	\$1,137.24	\$74,678.82	<b>6.81%</b>
Fall 09-Spring 10	Step 9 & 10	with 3.5%	\$79,870.44	\$1,198.06	\$78,672.38	<b>5.35%</b>
Fall 10-Spring 11	Step 10	with 3.5%	\$84,115.76	\$1,261.74	<b>\$82,854.02</b>	<b>5.32%</b>
<b>Total Increase %</b>			<b>22.06%</b>	<b>% over Spring'07</b>		<b>20.23%</b>

# Sample Salaries With Increases & Health Cost Deduction

(Continued from previous page)

A PSS I on step 10 in Spring 07 is receiving \$85,706 and will move to Step 11 in Fall 07. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$102,560 after health benefit deductions. The salary will have increased by 19.66% in the 4th year after health deductions. This person remains on Step 11 for 2 years because of the longer period between a Step increase after Step 11.

Professional Service Specialist I (Range 27)			Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 10			<b>\$85,706.92</b>	1.50%		
Fall 07-Spring 08	Step 11	with 3%		\$91,323.08	\$1,369.85	\$89,953.24	<b>4.95%</b>
Fall 08-Spring 09	Step 11	with 3%		\$94,062.77	\$1,410.94	\$92,651.83	<b>3.00%</b>
Fall 09-Spring 10	Step 12	with 3.5%		\$100,601.05	\$1,509.02	\$99,092.03	<b>6.95%</b>
Fall 10-Spring 11	Step 12	with 3.5%		\$104,122.08	\$1,561.83	<b>\$102,560.25</b>	<b>3.50%</b>
<b>Total Increase %</b>				<b>21.49%</b>	<b>% over Spring'07</b>		<b>19.66%</b>

An Associate Professor at Range 26 is on step 9 in Spring 07 & is receiving \$78,808 and will move to Step 10 in Fall 07. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$94,523 after health benefit deductions. The salary will have increased by 19.94% in the 4th year after health deductions. This person remains on Step 10 for 1 1/2 years because of the longer period between step increase after Step 7. In Fall 09 1/2 year is at Step 9 & the other half at Step 10 because of the longer period between Step increases after Step 7.

Associate Professor (Range 26)			Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 9			<b>\$78,808.87</b>	1.50%		
Fall 07-Spring 08	Step 10	with 3%		\$84,073.08	\$1,261.10	\$82,811.99	<b>5.08%</b>
Fall 08-Spring 09	Step 10 & 11	with 3%		\$88,088.75	\$1,321.33	\$86,767.42	<b>4.78%</b>
Fall 09-Spring 10	Step 11	with 3.5%		\$92,717.60	\$1,390.76	\$91,326.83	<b>5.25%</b>
Fall 10-Spring 11	Step 11	with 3.5%		\$95,962.71	\$1,439.44	<b>\$94,523.27</b>	<b>3.50%</b>
<b>Total Increase %</b>				<b>21.77%</b>	<b>% over Spring'07</b>		<b>19.94%</b>

An Associate Professor at Range 28 is on step 11 in Spring 07 & is receiving \$93,097 and will move to Step 12 in Fall 09. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$107,689 after health benefit deductions. The salary will have increased by 15.67% in the 4th year after health deductions. This person remains on Step 11 for 2 years because of the longer period between step 11 & step 12.

Associate Professor (Range 28)			Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 11			<b>93,097.69</b>	1.50%		
Fall 07-Spring 08	Step 11	with 3%		95,890.62	\$1,438.36	\$94,452.26	<b>1.46%</b>
Fall 08-Spring 09	Step 12	with 3%		102,060.47	\$1,530.91	\$100,529.56	<b>6.43%</b>
Fall 09-Spring 10	Step 12	with 3.5%		105,632.58	\$1,584.49	\$104,048.10	<b>3.50%</b>
Fall 10-Spring 11	Step 12	with 3.5%		109,329.73	\$1,639.95	<b>\$107,689.78</b>	<b>3.50%</b>
<b>Total Increase %</b>				<b>17.44%</b>	<b>% over Spring'07</b>		<b>15.67%</b>

A Professor at Range 30 is on Step 10 in Spring 07 & is receiving \$99,207 and will remain on Step 10 in Fall 07 but move to Step 11 in Spring 08. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$118,713 after health benefit deductions. The salary will have increased by 19.66% in the 4th year after health deductions. This person remains on Step 10 for 1 1/2 years because of the longer period between step increase after Step 7. In Academic Year Fall 07 1/2 year is at Step 10 & the other half at Step 11. In Fall 09, 1/2 year is at Step 11 and Spring semester at Step 12 because of the longer period between Step increases after Step 11.

Professor (Range 30)			Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 10			<b>\$99,207.46</b>	1.50%		
Fall 07-Spring 08	Step 10 & 11	with 3%		\$103,945.42	\$1,559.18	\$102,386.24	<b>3.20%</b>
Fall 08-Spring 09	Step 11	with 3%		\$108,878.38	\$1,633.18	\$107,245.20	<b>4.75%</b>
Fall 09-Spring 10	Step 11 & 12	with 3.5%		\$114,567.23	\$1,718.51	\$112,848.72	<b>5.22%</b>
Fall 10-Spring 11	Step 12	with 3.5%		\$120,520.92	\$1,807.81	<b>\$118,713.11</b>	<b>5.20%</b>
<b>Total Increase %</b>				<b>21.48%</b>	<b>% over Spring'07</b>		<b>19.66%</b>

A Professor on step 12 in Spring 07 is receiving \$106,049. Using the negotiated percentage increases applied to our Ranges and Steps and deducting 1.5% for health benefits in each subsequent year, they will end with a salary of \$118,713 after health benefit deductions. The salary will have increased by 11.94% in the 4th year after health deductions. Any AFT unit employee on Step 12 in Fall 07 will have the same percentage increase.

Professor (Range 30)			Increase	Annual	Less Health	Net Salary	% Increase over previous year after deduction
Spring 2007	Step 12			<b>\$106,049.17</b>	1.50%		
Fall 07-Spring 08	Step 12	3%		\$109,230.65	\$1,638.46	\$107,592.19	<b>1.45%</b>
Fall 08-Spring 09	Step 12	3%		\$112,507.56	\$1,687.61	\$110,819.95	<b>3.00%</b>
Fall 09-Spring 10	Step 12	3.50%		\$116,445.33	\$1,746.68	\$114,698.65	<b>3.50%</b>
Fall 10-Spring 11	Step 12	3.50%		\$120,520.92	\$1,807.81	<b>\$118,713.10</b>	<b>3.50%</b>
<b>Total Increase %</b>				<b>13.65%</b>	<b>% over Spring'07</b>		<b>11.94%</b>

# NEW ANNUAL SALARIES (DRAFT)

(Subject to calculations accepted by State)

**Annual Salaries - July 2007 - Spring 2008 - 3% increase**

RANGE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
12	1,460.81	29,282.28	30,743.09	32,203.89	33,664.70	35,125.51	36,586.32	38,047.13	39,507.94	40,968.74	42,429.55	43,890.36	45,351.17
13	1,536.96	30,743.09	32,280.05	33,817.01	35,353.97	36,890.93	38,427.89	39,964.85	41,501.81	43,038.77	44,575.73	46,112.69	47,649.65
14	1,613.12	32,280.05	33,893.17	35,506.29	37,119.42	38,732.54	40,345.67	41,958.79	43,571.91	45,185.04	46,798.16	48,411.29	50,024.41
15	1,692.78	33,893.17	35,585.95	37,278.74	38,971.52	40,664.31	42,357.09	44,049.88	45,742.66	47,435.45	49,128.23	50,821.01	52,513.80
16	1,779.89	35,585.95	37,365.84	39,145.73	40,925.62	42,705.51	44,485.39	46,265.28	48,045.17	49,825.06	51,604.95	53,384.83	55,164.72
17	1,870.45	37,365.84	39,236.30	41,106.75	42,977.20	44,847.66	46,718.11	48,588.56	50,459.02	52,329.47	54,199.92	56,070.38	57,940.83
18	1,961.07	39,236.30	41,197.36	43,158.43	45,119.49	47,080.56	49,041.62	51,002.69	52,963.75	54,924.82	56,885.88	58,846.95	60,808.01
19	2,059.19	41,197.36	43,256.55	45,315.74	47,374.93	49,434.12	51,493.31	53,552.50	55,611.69	57,670.88	59,730.07	61,789.26	63,848.45
20	2,163.85	43,256.55	45,420.40	47,584.24	49,748.09	51,911.93	54,075.78	56,239.62	58,403.47	60,567.31	62,731.16	64,895.00	67,058.85
21	2,272.86	45,420.40	47,693.26	49,966.12	52,238.99	54,511.85	56,784.71	59,057.58	61,330.44	63,603.30	65,876.17	68,149.03	70,421.89
22	2,385.20	47,693.26	50,078.46	52,463.67	54,848.87	57,234.08	59,619.28	62,004.49	64,389.69	66,774.90	69,160.10	71,545.31	73,930.51
23	2,504.85	50,078.46	52,583.32	55,088.17	57,593.02	60,097.87	62,602.72	65,107.57	67,612.42	70,117.27	72,622.12	75,126.98	77,631.83
24	2,628.06	52,583.32	55,211.38	57,839.44	60,467.51	63,095.57	65,723.63	68,351.69	70,979.76	73,607.82	76,235.88	78,863.95	81,492.01
25	2,762.20	55,211.38	57,973.58	60,735.79	63,497.99	66,260.19	69,022.40	71,784.60	74,546.80	77,309.01	80,071.21	82,833.41	85,595.62
26	2,899.94	57,973.58	60,873.53	63,773.47	66,673.42	69,573.36	72,473.30	75,373.25	78,273.19	81,173.14	84,073.08	86,973.03	89,873.02
27	3,044.96	60,873.53	63,918.48	66,963.44	70,008.39	73,053.35	76,098.30	79,143.26	82,188.22	85,233.17	88,278.13	91,323.08	94,368.04
28	3,197.21	63,918.48	67,115.70	70,312.91	73,510.12	76,707.34	79,904.55	83,101.76	86,298.98	89,496.19	92,693.41	95,890.62	99,087.83
29	3,356.64	67,115.70	70,423.33	73,828.97	77,185.61	80,542.25	83,898.89	87,255.53	90,612.16	93,968.80	97,325.44	100,682.08	104,038.72
30	3,523.48	70,423.33	73,995.82	77,519.30	81,042.78	84,566.27	88,089.75	91,613.23	95,136.71	98,660.20	102,183.68	105,707.16	109,230.65
31	3,701.05	73,995.82	77,696.87	81,397.91	85,098.96	88,800.01	92,501.06	96,202.11	99,903.15	103,604.20	107,305.25	111,006.30	114,707.35
32	3,885.95	77,696.87	81,582.82	85,468.77	89,354.72	93,240.67	97,126.62	101,012.58	104,898.54	108,784.49	112,670.44	116,556.39	120,442.35
33	4,078.04	81,582.82	85,660.85	89,738.89	93,816.92	97,894.96	101,972.99	106,051.03	110,129.07	114,207.10	118,285.14	122,363.17	126,441.21
34	4,284.66	85,660.85	89,945.51	94,230.17	98,514.83	102,799.49	107,084.14	111,368.80	115,653.46	119,938.12	124,222.78	128,507.44	132,792.09
35	4,497.29	89,945.51	94,421.81	98,940.10	103,437.39	107,934.69	112,431.98	116,929.27	121,426.57	125,923.86	130,421.15	134,918.45	139,415.74

**Annual Salaries - July 2008 - Spring 2009 - 3% increase**

RANGE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
12	1,504.63	30,160.75	31,665.38	33,170.01	34,674.64	36,179.28	37,683.91	39,188.54	40,693.17	42,197.81	43,702.44	45,207.07	46,711.70
13	1,583.07	31,665.38	33,248.45	34,831.52	36,414.59	37,997.66	39,580.72	41,163.79	42,746.86	44,329.93	45,913.00	47,496.07	49,079.14
14	1,661.52	33,248.45	34,909.97	36,571.48	38,233.00	39,894.52	41,556.04	43,217.55	44,879.07	46,540.59	48,202.11	49,863.63	51,525.14
15	1,743.57	34,909.97	36,653.53	38,397.10	40,140.67	41,884.24	43,627.81	45,371.37	47,114.94	48,858.51	50,602.08	52,345.64	54,089.21
16	1,833.28	36,653.53	38,486.82	40,320.10	42,153.39	43,986.67	45,819.96	47,653.24	49,486.53	51,319.81	53,153.10	54,986.38	56,819.66
17	1,926.57	38,486.82	40,413.39	42,339.95	44,266.52	46,193.09	48,119.65	50,046.22	51,972.79	53,899.36	55,825.92	57,752.49	59,679.06
18	2,019.90	40,413.39	42,433.28	44,453.18	46,473.08	48,492.97	50,512.87	52,532.77	54,552.67	56,572.56	58,592.46	60,612.36	62,632.25
19	2,120.97	42,433.28	44,554.25	46,675.21	48,796.18	50,917.14	53,038.11	55,159.07	57,280.04	59,401.00	61,521.97	63,642.93	65,763.90
20	2,228.76	44,554.25	46,783.01	49,011.77	51,240.53	53,469.29	55,698.05	57,926.81	60,155.57	62,384.33	64,613.09	66,841.86	69,070.62
21	2,341.05	46,783.01	49,124.06	51,465.11	53,806.16	56,147.21	58,488.25	60,829.30	63,170.35	65,511.40	67,852.46	70,193.50	72,534.55
22	2,456.76	49,124.06	51,580.82	54,037.58	56,494.34	58,951.10	61,407.86	63,864.62	66,321.38	68,778.15	71,234.91	73,691.67	76,148.43
23	2,580.00	51,580.82	54,160.82	56,740.81	59,320.81	61,900.80	64,480.80	67,060.80	69,640.79	72,220.79	74,800.79	77,380.78	79,960.78
24	2,706.91	54,160.82	56,867.72	59,574.63	62,281.53	64,988.44	67,695.34	70,402.25	73,109.15	75,816.06	78,522.96	81,229.87	83,936.77
25	2,845.07	56,867.72	59,712.79	62,557.86	65,402.93	68,248.00	71,093.07	73,938.14	76,783.21	79,628.28	82,473.35	85,318.42	88,163.49
26	2,986.94	59,712.79	62,699.73	65,686.68	68,673.62	71,660.56	74,647.50	77,634.45	80,621.39	83,608.33	86,595.28	89,582.22	92,569.16
27	3,136.30	62,699.73	65,836.04	68,972.34	72,108.65	75,244.96	78,381.25	81,517.56	84,653.86	87,790.17	90,926.47	94,062.77	97,199.08
28	3,293.13	65,836.04	69,129.17	72,422.30	75,715.43	79,008.56	82,301.69	85,594.82	88,887.95	92,181.08	95,474.21	98,767.34	102,060.47
29	3,457.34	69,129.17	72,586.50	76,043.84	79,501.18	82,958.52	86,415.85	89,873.19	93,330.53	96,787.87	100,245.20	103,702.54	107,159.88
30	3,629.19	72,586.50	76,215.69	79,844.88	83,474.07	87,103.25	90,732.44	94,361.63	97,990.82	101,620.00	105,249.19	108,878.38	112,507.56
31	3,812.08	76,215.69	80,027.77	83,839.85	87,651.93	91,464.01	95,276.09	99,088.17	102,900.25	106,712.33	110,524.41	114,336.49	118,148.57
32	4,002.53	80,027.77	84,030.30	88,032.83	92,035.37	96,037.90	100,040.43	104,042.96	108,045.49	112,048.02	116,050.55	120,053.09	124,055.62
33	4,200.38	84,030.30	88,230.68	92,431.06	96,631.43	100,831.81	105,032.18	109,232.56	113,432.94	117,633.31	121,833.69	126,034.07	130,234.44
34	4,413.20	88,230.68	92,643.88	97,057.08	101,470.27	105,883.47	110,296.67	114,709.87	119,123.07	123,536.26	127,949.46	132,362.66	136,775.86
35	4,632.21	92,643.88	97,276.09	101,908.30	106,540.51	111,172.73	115,804.94	120,437.15	125,069.36	129,701.58	134,333.79	138,966.00	143,598.21

**Annual Salaries - July 2009 - Spring 2010 - 3.5% increase**

RANGE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
12	1,557.29	31,216.37	32,773.67	34,330.96	35,888.26	37,445.55	39,002.85	40,560.14	42,117.43	43,674.73	45,232.02	46,789.32	48,346.61
13	1,638.48	32,773.67	34,412.14	36,050.62	37,689.10	39,327.57	40,966.05	42,604.53	44,243.00	45,881.48	47,519.96	49,158.43	50,796.91
14	1,719.67	34,412.14	36,131.81	37,851.49	39,571.16	41,290.83	43,010.50	44,730.17	46,449.84	48,169.51	49,889.18	51,608.85	53,328.52
15	1,804.59	36,131.81	37,936.41	39,741.01	41,545.59	43,350.19	45,154.78	46,959.37	48,763.96	50,568.56	52,373.15	54,177.74	55,982.34
16	1,897.45	37,936.41	39,833.86	41,731.31	43,628.76	45,526.21	47,423.66	49,321.10	51,218.55	53,116.00	55,013.45	56,910.90	58,808.35
17	1,994.00	39,833.86	41,827.85	43,821.85	45,815.85	47,809.84	49,803.84	51,797.84	53,791.84	55,785.83	57,779.83	59,773.83	61,767.82
18	2,090.59	41,827.85	43,918.45	46,009.04	48,099.63	50,190.23	52,280.82	54,371.42	56,462.01	58,552.60	60,643.20	62,733.79	64,824.38
19	2,195.20	43,918.45	46,113.65	48,308.85	50,504.04	52,699.24	54,894.44	57,089.64	59,284.84	61,480.04	63,675.24	65,870.44	68,065.64
20	2,306.77	46,113.65	48,420.41	50,727.18	53,033.95	55,340.72	57,647.48	59,954.25	62,261.02	64,567.79	66,874.55	69,181.32	71,488.09
21	2,422.99	48,420.41	50,843.40	53,266.39	55,689.37	58,112.36	60,535.34	62,958.33	65,381.32	67,804.30	70,227.29	72,650.27	75,073.26
22	2,542.75	50,843.40	53,386.15	55,928.89	58,471.64	61,014.39	63,557.14	66,099.89	68,642.63	71,185.38	73,728.13	76,270.88	78,813.62
23	2,670.30	53,386.15	56,056.44	58,726.74	61,3								

Annual Salaries - July 2010 - Spring 2011 - 3.5% increase

RANGE	INCREMENT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
12	1,611.80	32,308.94	33,920.74	35,532.54	37,144.34	38,756.14	40,367.94	41,979.74	43,591.54	45,203.34	46,815.14	48,426.94	50,038.74
13	1,695.82	33,920.74	35,616.57	37,312.39	39,008.21	40,704.04	42,399.86	44,095.68	45,791.51	47,487.33	49,183.15	50,878.98	52,574.80
14	1,779.86	35,616.57	37,396.43	39,176.29	40,956.15	42,736.01	44,515.87	46,295.72	48,075.58	49,855.44	51,635.30	53,415.16	55,195.02
15	1,867.75	37,396.43	39,264.18	41,131.93	42,999.69	44,867.44	46,735.20	48,602.95	50,470.70	52,338.46	54,206.21	56,073.96	57,941.72
16	1,963.86	39,264.18	41,228.04	43,191.90	45,155.76	47,119.62	49,083.48	51,047.34	53,011.20	54,975.06	56,938.92	58,902.78	60,866.65
17	2,063.79	41,228.04	43,291.83	45,355.62	47,419.40	49,483.19	51,546.98	53,610.76	55,674.55	57,738.34	59,802.12	61,865.91	63,929.70
18	2,163.76	43,291.83	45,455.59	47,619.36	49,783.12	51,946.89	54,110.65	56,274.42	58,438.18	60,601.94	62,765.71	64,929.47	67,093.24
19	2,272.03	45,455.59	47,727.62	49,999.65	52,271.69	54,543.72	56,815.75	59,087.78	61,359.81	63,631.84	65,903.87	68,175.90	70,447.93
20	2,387.50	47,727.62	50,115.13	52,502.63	54,890.14	57,277.64	59,665.15	62,052.65	64,440.15	66,827.66	69,215.16	71,602.67	73,990.17
21	2,507.79	50,115.13	52,622.92	55,130.71	57,638.50	60,146.29	62,654.08	65,161.87	67,669.66	70,177.45	72,685.24	75,193.03	77,700.82
22	2,631.74	52,622.92	55,254.66	57,886.41	60,518.15	63,149.89	65,781.64	68,413.38	71,045.12	73,676.87	76,308.61	78,940.36	81,572.10
23	2,763.76	55,254.66	58,018.42	60,782.18	63,545.93	66,309.69	69,073.45	71,837.20	74,600.96	77,364.72	80,128.47	82,892.23	85,655.99
24	2,899.70	58,018.42	60,918.12	63,817.83	66,717.53	69,617.24	72,516.94	75,416.65	78,316.35	81,216.05	84,115.76	87,015.46	89,915.17
25	3,047.71	60,918.12	63,965.83	67,013.54	70,061.25	73,108.96	76,156.67	79,204.38	82,252.09	85,299.80	88,347.51	91,395.22	94,442.93
26	3,199.69	63,965.83	67,165.52	70,365.21	73,564.90	76,764.58	79,964.27	83,163.96	86,363.65	89,563.34	92,763.02	95,962.71	99,162.40
27	3,359.69	67,165.52	70,525.21	73,884.90	77,244.58	80,604.27	83,963.96	87,323.65	90,683.33	94,043.02	97,402.71	100,762.40	104,122.08
28	3,527.68	70,525.21	74,052.89	77,580.58	81,108.26	84,635.94	88,163.63	91,691.31	95,218.99	98,746.68	102,274.36	105,802.04	109,329.73
29	3,703.59	74,052.89	77,756.48	81,460.06	85,163.65	88,867.24	92,570.82	96,274.41	99,978.00	103,681.58	107,385.17	111,088.75	114,792.34
30	3,887.68	77,756.48	81,644.15	85,531.83	89,419.51	93,307.18	97,194.86	101,082.54	104,970.21	108,857.89	112,745.56	116,633.24	120,520.92
31	4,083.59	81,644.15	85,727.75	89,811.34	93,894.94	97,978.53	102,062.13	106,145.72	110,229.32	114,312.91	118,396.51	122,480.10	126,563.70
32	4,287.61	85,727.75	90,015.36	94,302.97	98,590.58	102,878.20	107,165.81	111,453.42	115,741.03	120,028.64	124,316.25	128,603.87	132,891.48
33	4,499.55	90,015.36	94,514.91	99,014.46	103,514.01	108,013.55	112,513.10	117,012.65	121,512.20	126,011.75	130,511.30	135,010.84	139,510.39
34	4,727.53	94,514.91	99,242.44	103,969.97	108,697.49	113,425.02	118,152.55	122,880.08	127,607.61	132,335.13	137,062.66	141,790.19	146,517.72
35	4,962.14	99,242.44	104,204.58	109,166.72	114,128.86	119,091.00	124,053.15	129,015.29	133,977.43	138,939.57	143,901.71	148,863.85	153,825.99



# VOTE YES!

## It's Your Contract



Full Time/Part Time Negotiating Team in Caucus



Adjunct Faculty Negotiating team members from WPUNJ, NJCU and MSU discussing proposals.

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The Community Advantage

# Text of the 2007-2011 Agreement Changes for Adjunct Faculty Employees

(Where no entry appears, the 2003-2007 Agreement will continue unchanged except in non-substantive details such as date changes, names of the institutions, etc. Additions to the text are underlined. Deletions are strikethroughs. Final contract language may differ in location and lettering when incorporated into the final print version. However, intent will not change.)

## ARTICLE I - RECOGNITION AND DEFINITION OF TERMS

### 2. Excluded:

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

## ARTICLE II - NON-DISCRIMINATION

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

## ARTICLE IV - CONTINUING CONSULTATION

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

The Local UNION on each campus and the President as chief executive officer of the College/University and as representative of the Board of Trustees, or his or her designee(s), shall upon the request of either party establish meetings during the first week of October, January and April for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

The requests of either party for such meetings shall include an agenda of topics to be discussed and shall be submitted ~~seven~~

~~(7) days~~ at least two weeks prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

No change

## ARTICLE V - DUES DEDUCTIONS

A. No change to existing contract language

B. Representation Fee (Agency Shop)

### 1. Purpose of Fee

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

b) Reworded to: It is understood that the implementation of the agency fee program is predicated on the demonstration by the UNION at the signing of this Agreement that more than 50% of the eligible employees in the negotiations unit on the payroll are dues paying members of the UNION. Thereafter, the UNION will advise the STATE by the end of the second contract year of this Agreement if the above percentage has been maintained. If, at the signing of this Agreement, the above percentage has not been achieved, the agency fee plan will not be implemented. If the above percentage has been achieved in the second contract year assessment, the agency fee shall continue until the following assessment. If the percentage has not been achieved, the agency fee will be discontinued at the beginning of the next semester and eligibility for reinstatement shall be on a semester basis. If the minimum percentage is achieved in any spring or fall semester after the UNION has not met the minimum percentage, the plan will be reinstated at the beginning of the next semester with proper notice to the affected employees by the STATE. The information provided by the UNION will be verified by the STATE.

B2 – 6 and C. No change to the existing contract language

## ARTICLE VI – GRIEVANCE PROCEDURE

A. Purpose

Preamble – change working days to business days.

1. The following procedure, which may be initiated by an employee and/or the UNION acting as his or her representative, shall be the sole and exclusive means of seeking adjustment and settling grievances.

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

3. Whenever any representative of the Union or any employee is mutually scheduled by the parties during their University working hours to participate in grievance procedures, such

(Continued on next page)

employees shall suffer no loss in pay or benefits.

#### B. Definition of a Grievance

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

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An arbitrary or discriminatory application of, or failure to act pursuant to, the applicable policies or rules of a Board of Trustees, or applicable regulations or statutes which establish terms and conditions of employment.

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

#### C. Preliminary Informal Procedure – no change

#### D. Formal Steps

##### 1. Step One

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

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

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

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

##### 2. Step Two

If the aggrieved employee is not satisfied with the disposition of the B.1 grievance at Step One, or should no decision be forthcoming in the prescribed time or agreed upon time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration.

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

### ARTICLE VII - DISCIPLINE

- A. No Change to existing contract language
- B. Change "charge of misconduct" to "allegation of misconduct"
- C. No change to existing contract language.

### ARTICLE VIII - UNION-EMPLOYER INFORMATION EXCHANGE

B.1. Each College/University agrees to furnish to the UNION and the Local UNION, no later than the fifth week of each semester and again at the end of the semester, a register of negotiations unit members teaching that semester. The register shall be provided in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Number of Credits Taught
8. Department
9. Date of Initial Hire
10. College/University e-mail address
11. Unique employee identifying numbers

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

### ARTICLE X UNION RIGHTS

- A. No change.
- B. Bulletin Boards

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

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

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(Continued on next page)

C. Union website

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

D. Distribution of Materials.

1. The Union shall have the right to use interoffice mail facilities to deliver mail within a College/University.
2. Local Union agreements that were mutually agreed upon by the State and the Union to be negotiated at the local level and pertain to college-wide issues shall be posted on the College/University website.

Change D to E in contract and re-letter remaining

F. The Local UNION President shall be provided with a suitable private office on each campus that has a separate Adjunct Faculty Local. In addition to the equipment normally provided to employees, this office will have two additional chairs and an additional filing cabinet. Each of these offices will also have a telephone, and may include, at the option of the College/University, a computer with network access, printer and upgrades on all operating systems and software application. All such upgrades shall be in accordance with College/University policies and standards.

G. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during their College/University working hours to participate in negotiations, grievance proceedings, conferences or meetings, such employees shall suffer no loss in pay or benefits.

H. The following UNION representatives shall be granted priority in choice of schedules:

- g. President of the CNJSCL
- h. Secretary of the CNJSCL
- i. Vice President of the CNJSCL
- j. Treasurer of the CNJSCL
- k. Legislative Representative of the CNJSCL
- l. The Presidents of each of the State College/University Locals
- m. One UNION representative designated by the UNION on each campus.

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

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

Remainder of contract article not changed—except to re-letter E in existing contract to I.

#### **ARTICLE XI - EMPLOYEE RIGHTS**

- A. No change
- B. Identification Cards

The College/University shall issue official identification

cards to all adjunct faculty at no cost. The initial card shall be at no cost to the employee. Cost for replacement shall be in accordance with the College/University policies and practices.

C. E-mail Address

Upon initial employment adjunct faculty shall be issued a College/University e-mail address.

D. Office Space

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

E. Access to Office Equipment, Service and Supplies

The College/University shall provide adjunct faculty with access to instructional materials and service that aid in their instruction at the same level as full-time faculty teaching the same course. In the event that there is any issue relating to these terms the local Union shall meet with the College/University and discuss said issue; this is not subject to the grievance procedure.

F. Adjunct Employee Handbook

The College/University shall provide all adjunct faculty with an Adjunct Employee Handbook, where such exists. If an on-line version of said handbook exists, the College/University shall inform the adjunct faculty of its existence. This Handbook may include all College/University policies and procedures relating to adjunct faculty.

C, D, E and F of the existing contract will be re-lettered as G, H, I and J.

#### **ARTICLE XIII—APPOINTMENT OF EMPLOYEES**

A.- C. No change

D. If a course that an employee is assigned to teach is re-assigned to any other employee or is cancelled less than two (2) weeks before commencement of the relevant semester, the employee who lost his/her assignment shall receive the equivalent to one half (1/2) of a credit hour for the course.

E. If a course that an employee is assigned to teach is canceled after the first class taught or if an employee's assigned course is given to a full time faculty member after the first class is taught, the employee will be paid the equivalent of one (1) credit hour.

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

**ARTICLE XIV - SALARY**

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 the enactment of the appropriation.

- A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Effective September 2005-7, adjunct faculty who have taught sixteen (16) or more semesters at the individual College/University will receive an additional \$25-~~\$50~~ per credit. A semester is defined as Fall or Spring.

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

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

B. – E. No change

**ARTICLE XXIII - MAINTENANCE AND IMPLEMENTATION OF THE AGREEMENT**

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations.

During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules, including local rules, governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to the New Jersey Employer-Employee Relations Act, as amended.

B.-C. No change

**NEW ARTICLE: SPECIAL LEAVE - JURY DUTY AND TO APPEAR AS A WITNESS**

**Special Leave for Jury Duty**

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

**Special Leave to Appear as a Witness**

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

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**F.O.R.C.E. Retirees Chapter (Rowan) Takes 1<sup>st</sup> Place for Newsletter Council Web site Wins Honorable Mention**

AFT affiliate journalists from throughout the country gathered July 10-12, 2007 in Washington to honor colleagues who produce the best in print, electronic and Internet communications. F.O.R.C.E. (Rowan University) Retirees Chapter’s newsletter – *AFTwords* - took 1<sup>st</sup> place in Class IV (less than 500 members) for general excellence, best feature story, best column and best layout/graphics at the July 11 AFT Communications Network journalism contest awards dinner. F.O.R.C.E. Retirees Chapter also took second place for best news story and best editorial. Judges comments included: “Well done, clean design, inviting and interesting; Well written with much of the material relating to per-



L. to R. - AFT Secretary-Treasurer Nat LaCour, Rose Glassberg & Antoinette Libro

sonal reports, many of retired faculty members; Excellent -- thoughtful; Very

nice, clean design and simple effective layout; Great job, thoughtful and systematic.” Chapter President Rose Glassberg and *AFTwords* Editor Antoinette Libro attended the valuable conference seminars and the awards dinner.

The Council’s web site ([www.cnj-sc.org](http://www.cnj-sc.org)) won an Honorable Mention at the Conference in the Class II category (2,001 – 10,000 members). Judges comments included: “The legislative priorities page is an excellent resource that I hope is promoted as available to membership; The left-hand navigation on the homepage is great; and Excellent site - great work!”

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## AFL-CIO Backs Increased State Support for Higher Education

**T**he AFL-CIO this month called for a restoration of state support for higher education and promised to lead a national effort “to ensure that all Americans have full access to a diverse range of excellent, affordable higher education opportunities.”

In a policy statement adopted at its Aug. 7 meeting in Chicago, the AFL-CIO executive council warned that soaring tuition, the erosion in federal grants and a financial aid structure that is skewed against working students has put higher education “in danger of becoming unattainable for working families and of losing its quality edge.” The statement, introduced by AFT president Edward J. McElroy, also condemned the erosion in the ranks of full-time tenured faculty in our colleges and universities, coupled with the economic exploitation of part-time and other contingent faculty.

Cuts in state aid have caused tuition and fees at four-year public universities to increase 52 percent over the past 10 years, while median family income has increased only 3 percent, says the AFL-CIO. The result is that working families are finding it more difficult to send their children to college as they face increased loan debts and decreased financial

aid, notes the statement. “Higher education is not serving as the great engine of upward mobility it ought to be” as high-achieving, low-income students are priced out of earning a bachelor’s degree.

Federal Pell grants for low-income students, which once covered nearly 60 percent of the average tuition, fees, room and board at a public four-year college, now cover only 33 percent. Meanwhile, part-time students get disproportionately less aid, and the way that financial need is calculated unfairly penalizes independent students in the workforce, says Larry Gold, director of the AFT higher education department. “The whole system was created for traditional 18- to 22-year-old students who are dependents,” he says.

The decrease in state funding has also led to the deterioration in the number of full-time faculty and an increased reliance on part-time and adjunct faculty in colleges and universities across America. These non-tenured instructors, noted the statement, often work for less than \$200 a week and receive few benefits. [Kathryn Fore, Trish Gorman, Larry Gold]

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## Congress Poised To Act On The College Cost Reduction Act

Congress is now poised to act on The College Cost Reduction Act, major reform legislation that would overhaul federal student aid to the benefit of students and their families.

The House of Representatives and the Senate passed similar bills which are currently being reconciled. They would increase overall student financial aid by \$18 billion, by cutting subsidies to banks that have ripped off the public for years. If enacted into law, it would be the single largest increase in student aid for higher education since the GI Bill.

Pell Grants would increase by 25% over 5 years, raising the maximum grant to \$5,200 by 2013. This is only a modest increase, however the main thrust of the bills are in student loan programs. The interest rate on federal student loans would be cut in half from 6.8% to 3.4%. Those with lower incomes receive the most relief. Loans will be forgiven in their entirety or tu-

ition assistance provided for students who agree to work in education and other public service professions in high need areas.

Even Republicans are on board, as reflected in the 78 to 18 vote margin in favor of the Senate version.

Affordability and access have been keystones of the AFT’s and the Council’s legislative agendas for decades with students being priced out of college by tuition increases and graduates being saddled with excessive debt, these bills promise to provide real relief.

AFT President Edward J. McElroy commented, “The College Cost Reduction Act presents an unparalleled opportunity to cut waste and increase Americans’ access to higher education...It is time we put the emphasis back on helping students attend college, not subsidizing private banks.”

AFT members sent nearly 2,000 letters to their legislators in support of the

House bill using the AFT Legislative Action Center and the E-activist alert system. AFT lobbyists were busy lining up votes on Capitol Hill. But the fight is not over President Bush has threatened to veto the bills in their current form and student loan providers like Sallie Mae and Nelnet have been turning up the heat on Congress which still has to come up with a final version.

Please monitor the Council’s website regularly, because you can be sure we will be calling up you to send letters and make phone calls to your federal legislators in support of the final bill.

Considering how poorly our agenda has fared in Congress under President Bush, this is a golden opportunity to expand opportunity for middle and lower income Americans.

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New Jersey

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of Higher  
Education  
Labor

**September 2007**

Published on behalf of the AFT Locals in the New Jersey State Colleges and Universities by the  
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## MEMBER ASSISTANCE SERVICE AVAILABLE

If you need assistance with stress, mental health problems or substance abuse that is affecting your job performance—or if anyone in your family is experiencing similar problems—help is available from Healthcare Assistance with Member Support (HCAMS).

Some of you may be familiar with the Employee Advisory Service (EAS) which employers use to assist employees with the types of problems described above. HCAMS is a superior alternative because it acts as your advocate, which is something that EAS cannot do. As a union-friendly and employee-friendly organization, it will assist you in obtaining the health care you need, while protecting your rights on the job.

HCAMS is your personal referral service. It will counsel you and refer you to competent professionals that will accept your insurance. Should you miss time at work, it will further assist you in avoiding discipline and navigating fitness for duty exams.

You are encouraged to call 1-888-828-7826 if you have one or more of the following problems:

- Drug and alcohol dependence
- Stress related conditions
- Sleeplessness
- Uncontrollable anger
- Difficulties in concentrating
- Disciplinary issues relating to health
- Adolescent problems
- Other relationship issues

In sum, HCAMS can help you deal with a myriad of problems—at the work place and at home. It can help you access treatment, obtain medical documentation, avoid disciplinary problems and to advocate for your right to health benefits, disability, family leave or sick leave.

Call for a confidential consultation. Ask for Terry Livorsi.

**THIS IS A FREE SERVICE AVAILABLE TO THE ENTIRE BARGAINING UNIT—  
and yet another good reason to join the UNION.**

### NOT A MEMBER YET? WANT TO VOTE ON THE NEW AGREEMENT & BECOME INVOLVED?

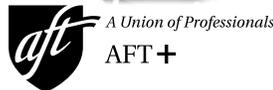
Make **your** voice heard in the workplace by joining the union today. Occupational Liability Insurance comes with membership!

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