

TENTATIVE AGREEMENT

between

**THE STATE OF NEW JERSEY
and**

COUNCIL OF NJ STATE COLLEGE LOCALS, AFT, AFL-CIO

2007

On this ^{23rd} day of ^{July} 2007, the State of New Jersey and the Council of NJ State College Locals, AFT, AFL-CIO, hereby tentatively agree to the following provisions in settlement of the successor collective agreement. This tentative agreement is subject to ratification by the AFT membership.

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

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

1. Article II – Non – Discrimination Clause
2. Article IV – Continuing Consultation
3. State Proposal – Art. XIII, Appt & Ret (Prof Staff), Art. XXII (AD) & Article XXXIV (Online Course)
4. Article VII – Grv Procedure
5. Article VIII – Union-Employer Information Exchange
6. Article X – Union Rights
7. Article XI – Employee Rights (summer rate/min rate)
8. Article XII – Faculty Responsibilities (overload rate)
9. Article XVI – Professional Staff
10. Article XVII C – Librarian (Range Adjustment)
11. Article XVIII – Department Chairperson
12. Article XXI – Salary
13. Article XXIV – (new donated leave provision)
14. Article XXVII – Sabbatical Leave
15. Transition to Retirement
16. Tuition Waiver for Dependents Children, Spouses and Parties to a Civil Union
17. Letter of Agreement – Alternative Period for Faculty Workload
18. Economic, Health Benefits & Pension
19. Letter of Agreement IV
20. Ltr of Agreement – Fact finding analysis for exempt professional staff.

21. Appendix IV – para B3 change to read - Maximum amount of aid available per person not to exceed \$1000 or the cost of twelve credits, whichever is greater, ~~per year~~ **per semester** or education program

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

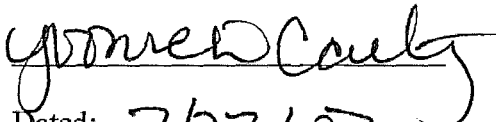
The parties also understand that the withdrawal without prejudice has no bearing on what can be negotiated locally.


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

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

For the State

For the Council:


Dated: 7/23/07


Dated: 7/23/07

1 **State's Counter/Modification Economic proposal (FT/PT)**

2 **Proposed** _____, 2007

3
4 **Agreed to:** For State *JOC*
5 **Dated:** *7/23/07*

6
7 For AFT *MC4*
8 **Dated:** *7/23/07*
9

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

11
12 **1. Wages**

13
14 Across the board increases

15
16 First full pay period in July 2007 – 3% across the board increase
17 First full pay period in July 2008 – 3% across the board increase
18 First full pay period in July 2009 – 3.5% across the board increase
19 First full pay period in July 2010 – 3.5% across the board increase
20

21 **2. Healthcare**

- 22
23 a. Effective the first full pay period of July 2007 and continuing through the
24 term of the Agreement, employees will pay 1.5% of their annual base
25 salary as a contribution to be used for the express purpose of offsetting the
26 cost of health insurance provided by the State. The parties agree that there
27 shall be no open enrollment period triggered by this contribution. The
28 parties agree that should an employee voluntarily waive all coverage under
29 the State Health Benefits Plan ("SHBP") and provide a certification to the
30 State that he/she has other health insurance coverage, the State will waive
31 the 1.5% Health Insurance contribution for that employee.
32
33 b. Effective April 1, 2008, active eligible employees will be able to elect to
34 participate in a PPO, with a national network and the same benefit design
35 as the current NJ Plus plan, except as modified in paragraph c below. In
36 the alternative, active eligible employees will be able to elect to participate
37 in an HMO. Effective April 1, 2008 the Traditional Plan and the NJ Plus
38 POS shall be abolished, and HMOs and DPOs will be consolidated.
39
40 c. Effective July 1, 2007, in-network doctor visit co-pays, including
41 specialist co-pays, will increase from \$10 to \$15. There will be a co-pay
42 of \$15 for the first in-network prenatal visit; subsequent in-network
43 prenatal visits are 100% covered. The emergency room co-pay will
44 increase from \$25 to \$50, which is waived if admitted.
45
46 d. Prescription Drugs Copays: Effective 7/1/07

1
2 * Non-Mail Order

3
4 * Generics – \$3

5
6 * Brand names where there is no generic equivalent and
7 brand names where the employee's doctor certifies that the
8 employee is medically unable to take the generic version of
9 the medication -- \$10

10
11 * Brand names where there is a generic equivalent, unless the
12 employee meets the standard set forth above -- \$25

13
14 * 90 days Mail Order

15
16 * Generics – \$5

17
18 * Brand names where there is no generic and brand names
19 where the employee's doctor certifies that the employee is
20 medically unable to take the generic version of the
21 medication -- \$15

22
23 * Brand names where there is a generic equivalent, unless the
24 employee meets the standard set forth above-- \$40

25
26 * Dispute Resolution Mechanism For Generic Claims

27
28 * In the event that an employee's physician certifies that the
29 employee is medically unable to take the generic version of
30 medication, said certification shall be sent to the
31 employee's carrier for review utilizing procedures for
32 approval of said certification that are consistent with those
33 for the approval of treatment or services by the carrier.
34 Appeals from decisions by the carrier shall be consistent
35 with the internal appeal process of each carrier. Any such
36 decision is not subject to the grievance procedure in this
37 contract.

38
39 e. Retiree Health Benefits

- 40
41 1. Employees who accrue 25 years of pension credit service after June
42 30, 2007 and before June 30, 2011 or who retire on a disability
43 pension after June 30, 2007 and before June 30, 2011, will be eligible
44 to receive post retirement medical benefits ("PRM") in accordance
45 with the terms set forth in the parties' 2007-2011 collective
46 negotiations agreement. Such employees will be eligible to participate

1 in the applicable PPO or HMO and will pay 1.5% of pension benefit as
2 a contribution to the cost of PRM, but such contribution shall be
3 waived if the retiree participates in the Retiree Wellness program.
4 Participation shall mean that the retiree completes the designated HRA
5 form at the time of retirement, participates in the annual health
6 assessment, and participates in any individualized health counseling,
7 follow-up, or program developed for that individual. There shall be an
8 annual verification from the appropriate person at the Retiree Wellness
9 program that the retiree is participating as required.

10
11 2. Employees who retired or accrued 25 years of pension service credit
12 prior to June 30, 2007 and who receive post retirement medical
13 benefits will also be eligible to participate in the PPO in accordance
14 with the terms of that plan as set forth in the parties' 2007-2011
15 collective negotiations agreements. Specifics to be contained in Letter
16 of Agreement IV.

17
18 f. There will be no reduction in benefits or increases in coinsurance, co-
19 payments or deductibles paid by employees participating in (a) NJ Plus
20 POS until its termination, the PPO or an HMO, (b) Prescription Drug Plan,
21 (c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement
22 between the State and the Union during the term of this Agreement.
23 During the period July 1, 2007 to June 30, 2011, the State agrees that it
24 will not assert that this provision is outside the Scope of Negotiations.
25

26 4. Pensions

27
28 a. Employees hired on or after July 1, 2007 (applies to PERS TPAF only):
29

30 (1) An employee hired on or after July 1, 2007, whose salary exceeds
31 the social security maximum as established by the Federal
32 government will participate in the defined benefit plan as to the
33 portion of the employee's salary that is at or below the social
34 security maximum and will participate in the defined contribution
35 plan as to the portion of the employee's salary that exceeds the
36 social security maximum. The employer will contribute an amount
37 equal to 3% of the portion of the employee's salary that exceeds
38 the social security maximum as a match for the employee's
39 contribution into the defined contribution plan at 5.5% of the
40 employee's salary that exceeds the social security maximum.
41

42 (2) Employees hired on or after July 1, 2007, who meet the applicable
43 years of service requirements will be eligible to retire with full
44 pension benefits at age 60. There will be 1% per year benefit
45 reduction for employees who retire between the ages of 55 and 60.

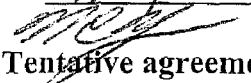
1 There will be a 3% per year benefit reduction for employees who
2 retire prior to age 55.

3 b. All bargaining unit employees in PERS or TPAF covered under the terms of
4 this agreement shall increase their pension contribution from 5 to 5.5% effective July 1,
5 2007

State's Counter-proposal (FT/PT)

Proposed: March 23, 2007

Agreed to 4/13/07 4/13/07

 YOC
Tentative agreement contingent upon agreement on full package.

ARTICLE II

NON-DISCRIMINATION

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

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC 5/21/07
5 Dated:

6
7 For AFT MCA
8 Dated: 5/21/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE IV
13 CONTINUING CONSULTATION

14
15 A. The parties agree to establish a Committee consisting of one representative
16 for each College/University ^{YDC MCA} ~~three~~ ^{one} Council representative and one
17 representative from the Governor's Office of Employee Relations, which ~~will~~
18 meet shall upon the request of either party meet in the third week of April,
19 October, and January. The UNION and the STATE shall upon the request of
20 either party establish meetings during the third week of April, October, and
21 January for the purpose of reviewing the administration of this Agreement and
22 to discuss problems which may arise. The goal of the Committee is to ensure
23 that the provisions of the Collective Negotiations Agreement are complied with
24 consistently throughout the nine State Colleges/Universities. The Council shall
25 submit an agenda to the Governor's Office of Employee Relations at least two
26 weeks prior to the meeting consistent with the ~~purposes~~ goal of the Committee
27 as set forth above. These meetings are not intended to bypass the grievance
28 procedure or to be considered contract-negotiating meetings but are intended as
29 a means of fostering good employer-employee relations.

30
31 B. No Change

32
33 C. The requests of either party for such meetings shall include an agenda of
34 topics to be discussed and shall be submitted seven (7) days at least two weeks
35 prior to the meeting date. Sufficient meeting time(s) shall be established to
36 complete the agenda.

37
38 D. No Change
39

1 State's Modified counter-proposal based on AFT response (FT/PT)
2 Proposed _____, 2007

3
4 Agreed to: For State YDC
5 Dated: 7/23/07
6
7 For AFT [Signature]
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE VII
13 GRIEVANCE PROCEDURE
14

15 A – C No Change to existing contract language
16

17 D. Formal Steps

18 1. Step One

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

37
38 2. Step Two

39 If the aggrieved employee is not satisfied with the disposition of the grievance at
40 Step One, ~~or should the College/University fail to hold a hearing, if the hearing is not~~
41 **held within the prescribed time or agreed upon time** or should no decision be

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

15
16 No change to remainder of D2

17
18 E. No Change to existing contract language

19
20 2. - 4. No Change to existing contract language

21
22 F. Time Limits

23 1. A grievance must be filed at Step One within forty-five (45) calendar days from
24 the date on which the act which is the subject of the grievance occurred or forty-five (45)
25 calendar days from the date on which the individual employee or the Union whichever is
26 ~~earlier~~, should reasonably have known of its occurrence. *new
JBC
5/22/06*

27
28 2 - 4 No Change to existing contract language

29
30 5. Claims of violation of procedure by any promotion or retention committee must
31 have been reported to the President of the College/University by the individual grievant
32 within ~~fourteen (14)~~ twenty-one (21) days from the date on which such claimed violation
33 took place or ~~fourteen (14)~~ twenty-one (21) days from the date on which the individual
34 grievant should have reasonably known of its occurrence. In the event of failure to report
35 the occurrence within such ~~fourteen (14)~~ twenty-one (21) day period, the matter may not
36 be raised in any later grievance contesting the validity of such committee's
37 recommendation or any action based thereon.

38
39 6. - 8 No change to existing contract language

1 G. – H No Change to existing contract language

2
3 I. No change to existing contract language

4
5 J. No Change to existing contract language

6
7 K. Discipline

8
9 K1 -2. No Change to existing contract language

10
11 3. In the event an ~~charge~~ allegation of misconduct is made by a College/University
12 against an employee, and if he/she so requests, the employee shall be entitled to a
13 representative of the UNION during any investigatory interview(s) concerning such
14 ~~charge~~ allegation. The Union representative shall be permitted to attend as a witness. The
15 Union representative may advise and counsel the employee by clarifying confusing and
16 misleading questions. There shall be no presumption of guilt.

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

State's Counter-proposal (FT/PT)

Proposed: March 23, 2007

Agreed to YDC 7/23/07

Tentative agreement contingent upon agreement on full package.

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 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. 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 (Delete Letter of Agreement XIII)
18. College/University Email Address (if applicable and the College/University system can accommodate request)
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.

YDC
7/23/07
me

1 State's Modified Counter-proposal (FT/PT)
2 Proposed _____, 2007
3

4 Agreed to: For State YDC
5 Dated: 7/23/07
6
7 For AFT MC
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.
11

12 ARTICLE X
13 UNION RIGHTS
14

15 A - B No Change to existing contract language
16

17 C. Distribution of Materials
18

19 1. The UNION shall have the right to use inter-office mail facilities to deliver mail
20 within a College/University.
21

22 2. Local Union agreements that were mutually agreed upon by the State and the
23 UNION parties to be negotiated at the local level and pertain to college wide issues
24 shall ~~may~~ be posted on the College/University website.
25

26 D. Space and Facilities

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

34 The UNION shall pay the actual cost to the College/University of all custodial
35 maintenance and repairs and the materials and supplies incident to such uses, including
36 postage and telephone charges.
37

38 E. The Local UNION President or other officer designated by the UNION shall be
39 provided with a suitable private office on each campus. In addition to the equipment
40 normally provided to employees, this office will have two additional chairs and an
41 additional filing cabinet. Each of these offices will also have ~~a typewriter and a~~

1 telephone, and may include, at option of College/University, a computer with network
2 access, printer and upgrades on all operating systems and software applications. All such
3 upgrades shall be in accordance with College/University policies and standards. All
4 such equipment, operating systems and software applications shall be maintained by the
5 College/University consistent with each College/University policies and practices.

6
7 F. – G2 No Change to existing contract language
8

9 **G. 3.** Librarian or professional staff serving as the UNION's designee-President shall
10 be allowed to conduct UNION business during the work week as needed. The UNION
11 President's primary responsibility to their position at the College/University shall
12 not suffer as a result of the performance of UNION business. Each
13 College/University and local Union President shall work out the details regarding
14 this arrangement. There shall be no requirement that time so utilized shall be made up
15 nor shall there be any assignment of additional duties. Librarian or Professional staff
16 service as Union designees President shall not have a negative impact on their
17 reappointment evaluation.

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

22
23 H. No Change to existing contract language
24

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC
5 Dated: 7/23/07

6
7 For AFT MCJ
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12
13 ARTICLE XI
14 EMPLOYEE RIGHTS
15

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

17
18 C. Summer Session Contracts
19

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

22
23 Effective for all courses that begin on or after July 1, 2007, the minimum rates MCJ
24 for summer session ~~and the overload~~ rate shall be as shown in the chart below: YDC 7/23/07
25

| <u>Rank</u> | <u>2007</u> | <u>2008</u> | <u>2009</u> | <u>2010</u> |
|---|-------------|-------------|-------------|-------------|
| 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

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

14
15 E. – K No Change to existing contract language
16

17 **L.** Faculty members assigned to teach in intersessions, pre-sessions or summer sessions
18 occurring in the month of May or June shall be compensated for such assignments at the
19 appropriate summer session rate for that year, or the overload rate, whichever is higher.
20 For the purposes of intersessions, pre-sessions or summer sessions occurring during the
21 period September 1 to June 30, the limitation on extra teaching assignments for part-time
22 faculty set forth in Section N shall apply.
23

24 M. - O. No Change to existing contract language
25

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC

5 Dated: 7/23/07

6
7 For AFT [Signature]

8 Dated: 7/23/07

9
10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XII
13 FACULTY RESPONSIBILITIES
14

15 No Change to Article with exception of the following:

16
17 B. 3 ^e Overload compensation shall be established at the following minimum rates per
18 teaching credit:

19

| <u>Title</u> | <u>Sept</u> <u>2007</u> | <u>Sept</u> <u>2008</u> | <u>Sept</u> <u>2009</u> | <u>Sept</u> <u>2010</u> |
|---|----------------------------|----------------------------|----------------------------|----------------------------|
| 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 |

YDC [Signature]
7/23/07

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC
5 Dated: 7/23/07

6
7 For AFT YDC
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XVI
13 PROFESSIONAL STAFF
14

15 A. No Change to existing contract language

16 B. 1. The normal scheduled hours of work shall not involve split shifts or six (6) or
17 seven (7) day work weeks.

18 2. No Change to existing contract language

19 3. Professional staff employees ~~shall~~ may be eligible to work a flexible time
20 schedule, hours in which an employee working a standard length work day starts or
21 ends work before or after the core time where all employees in that department or
22 applicable employment unit are generally present, with the approval of the
23 appropriate Vice President or designee. The determination of the Vice President or
24 designee is not subject to review. his or her immediate supervisor but at no time shall a
25 flexible schedule include split shifts.

26 C. No Change to existing contract language

27 D. Performance-Based Promotions

28 Full-time professional staff employees who meet or exceed the criteria for
29 performance-based promotion are eligible to be considered for such promotions, which
30 consist of advancement to the next higher title in the employee's title series. The next
31 higher title for Program Assistants will be Professional Services Specialist IV. The
32 objective criteria for performance-based promotion will be established by the
33 College/University President and provided in written form for the understanding of all
34 affected employees. If not already locally negotiated, the procedures for consideration
35 will be negotiated between the College/University and the Local UNION. The procedures
for consideration utilized in the College/University,

if universally applicable,

1 or in a division, department or similar unit in which the professional staff member is
2 employed, shall be fairly and equitably applied to all applicants and nominees. In the
3 event that a professional staff member is denied a performance base promotion the
4 President or his or her designee shall, at the request of the employee, provide
5 substantive written reasons based on the clearly defined established criteria for the
6 negative decision. An eligible full-time professional staff employee and/or the
7 employee's out-of-unit supervisor may submit written application setting forth
8 justification for promotion to the College/University president or designee thereof. The
9 College/University President shall determine whether a promotion shall be granted.
10 E. – N. No Change to existing contract language

OK

1 State's Counter-proposal (FT/PT)

2 Proposed 7/18/07, 2007

3
4 Agreed to: For State YDC
5 Dated: 7/23/07

6
7 For AFT MCJ
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XVII
13 LIBRARIANS
14

15 C.. There shall be a Range Adjustment Program at each College/University where
16 full-time librarians are employed. Full-time librarians who meet or exceed the
17 merit-based criteria established for range adjustments are eligible to be considered for
18 and may apply for a range adjustment within rank. The merit-based criteria will be
19 established by the College/University and widely disseminated published for the
20 understanding of affected employees. The procedures for consideration will be negotiated
21 between the College/University and the Local UNION. The procedures for consideration
22 utilized in the College/University, if universally applicable, or in a division, department
23 or similar unit in which the faculty member is employed, shall be fairly and equitably
24 applied to all applicants and nominees. In the event that a librarian is denied a range
25 adjustment the President or his or her designee shall provide written reasons based on the
26 clearly defined established criteria for the negative decision.

27 Article VII of the Agreement shall apply to librarian range adjustments under
28 the same terms and limitations as such Article applies to promotions.
29

30 For purposes of the Librarian range adjustments the following ranges shall be
31 utilized:
32

| | <u>10 Month</u> | <u>12 Month</u> |
|--------------------------------------|-------------------|---------------------------|
| 35 Assistant Director in the Library | 28, 30, 32 and 33 | 31, 33 and 35 |
| 36 Librarian I | 26, 28 and 29 | 29, 31 and 32 |
| 37 Librarian II | 22, 24 and 25 | 26, 27 and 28 |
| 38 Librarian III | 19, 20 and 21 | 24 , 22 and 23 |

39
40
41 Remainder of Contract Article unchanged, letters will be reordered accordingly.

MCJ
YDC
7/23/07

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State JSC

5 Dated: 7/23/07

6
7 For AFT MEH

8 Dated: 7/23/07

9
10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XVIII

13 DEPARTMENT CHAIRPERSONS

14
15 A. No Change

16
17 B. In the event that the President rejects an elected individual, the President or his/her
18 designee must deliver his/her reasons, either formally in writing or informally in person,
19 to the department at a meeting called for that purpose no later than thirty (30) days after
20 date of the election. The department will then hold another election as soon as
21 practicable. within thirty (30) days of receipt of notice. This election shall be binding.

22
23 C - D No Change

24
25 E. The College/University shall provide the Department Chairperson and faculty
26 within the department and Assistant Chairperson a copy of the description of the duties
27 and responsibilities of the Chairperson position. The local UNION shall be provided
28 with a copy of the Chairperson/Assistant Chairperson duties and responsibilities

29
30 F. Nothing contained herein shall be construed to limit the right of a President to
31 appoint an acting department chairperson pending the completion of the procedures set
32 forth.

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

1 State's proposal (FT/PT)
2 Proposed _____, 2007

3
4 Agreed to: For State YPC
5 Dated: 6/27/07
6
7 For AFT MEY
8 Dated: 6/27/07
9

10
11
12 **ARTICLE XIII, APPOINTMENT AND RETENTION**

13
14 D. Add as last sentence to first paragraph

15
16 Professional staff may be appointed for up to one-year.

17
18 **ARTICLE XXII, ANNIVERSARY DATES, PAY ADJUSTMENT AND**
19 **PAYROLL**

20
21 A.2. Last paragraph*

22
23 Notwithstanding the above, if the employee is appointed to the range maximum,
24 their anniversary date ~~is advanced~~ shall be the pay period following the
25 completion of twenty-six (26) full pay periods.
26

27 **ARTICLE XXXIV, ONLINE COURSES**

28
29 F. Modify last sentence as follows*: MEY 6/27/07 YPC

30
31 Employees teaching an online course for the first time shall receive one additional
32 credit, which is a one (1) time payment only.
33
34

Underlined language is added, strikethrough is deleted

*This modification is made to clarify the current meaning of the Agreement

1 State's Modified counter-proposal (FT/PT)

2 Proposed 7-23, 2007

3
4 Agreed to: For State DB [Signature]

5 Dated:

6
7 For AFT [Signature]

8 Dated: 7/23/07

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

11
12 **ARTICLE XXI**

13 **SALARY AND FRINGE BENEFIT AGREEMENT**

14 **FOR JULY 1, 2003 07 to JUNE 30, 2007-11**

15
16 Subject to the STATE Legislature enacting appropriations of funds for these specific
17 purposes, and consistent with SAC regulations applicable to these employees, the STATE
18 agrees to provide the following benefits effective at the time stated herein or, if later,
19 within a reasonable time after enactment of the appropriation.

20
21 A-E – Wages – see economic proposal

22
23 G - K. No Change to existing contract language

24
25 L. 1. The salary ranges for the 10-month faculty titles listed below will be as follows:

26

| | |
|------------------------|--|
| 27 <u>Instructor</u> | <u>Ranges 19-18, 20 and 21</u> |
| 28 Assistant Professor | Ranges 22, 24 and 25 and X |
| 29 Associate Professor | Ranges 26, 28 and 29 and X |
| 30 Full Professor | Ranges 30, 32, 33 and X |

31

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

33

| | |
|------------------------|--|
| 34 <u>Instructor</u> | <u>Ranges 21, 22 and 23</u> |
| 35 Assistant Professor | Ranges 25, 27 and 28 and X |
| 36 Associate Professor | Ranges 29, 31 and 32 and X |
| 37 Full Professor | Ranges 33, 35 and X |

38

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

1
2 2. The College/University may, at its discretion, hire faculty at any step of any salary
3 range associated with any academic rank. **Faculty hired, through the established**
4 **faculty hiring process at each College/University, in the X-range shall not exceed** *five*
5 *DB* **(5%) percent of the regular full-time faculty lines at the College/University. Each**
6 *MCJ* **College/University shall furnish the UNION with a list of any faculty members hired**
7 **in the X-range on an annual basis.**

8 *DB* **3. A faculty member who is hired at the "X" range (a salary which is beyond the**
9 *MCJ* **highest step in that academic rank) shall be informed in the appointment letter that**
10 **he/she shall receive only the across-the-board increases applicable to members of**
11 **the bargaining unit in each year of the Agreement during the term in which he/she**
12 **holds the same academic rank.**

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

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

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

26 d. **A faculty member in the X range who is promoted, through the**
27 **established promotional process at each College/University shall receive at least a**
28 **5% increase and may be placed on step in the new title,** *provided that step is the one closest*
29 *to but not less than*

30 5. There shall be a Range Adjustment Program at each College/University where full-
31 time faculty are employed. Full-time faculty members who meet or exceed the
32 merit-based criteria established for range adjustments are eligible to be considered for
33 and may apply for a range adjustment within rank. The merit-based criteria will be
34 established by the College/University and published for the understanding of affected
35 employees. The procedures for consideration will be negotiated between the
36 College/University and the Local UNION. The procedures for consideration utilized in
37 the College/University, if universally applicable, or in a division, department or similar
38 unit in which the faculty member is employed, shall be fairly and equitably applied to all
39 applicants and nominees.

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

1

2 No change to remainder of existing contract language.

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to:

For State

Dated:

For AFT

Dated:

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XXIV

13 VACATION-SICK LEAVE

14
15 A. - D No Change to existing contract language

16 E. There shall be a Donated Leave program at each College/University for faculty,
17 professional staff and librarians. The procedures for the Donated Leave Program will be
18 negotiated between the College/University and the Local Union. This provision shall
19 not apply to Colleges/Universities that already have an established Donated Leave
20 Program.

1 State's Counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC
5 Dated: 6/27/07

6
7 For AFT MCN
8 Dated: 6/27/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 ARTICLE XXVII
13 SABBATICAL LEAVES
14

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

20
21 A. No Change to existing contract language
22

23 **B. Terms of Sabbatical Leave**

- 24 1. Half-year leaves shall be at the rate of ~~three-quarters (3/4)~~ full salary.
25 2. Full-year leaves shall be at the rate of ~~half (1/2)~~ three-quarter (3/4) salary.
26 3. For librarians, half-year leaves shall be five (5) months, and full-year leaves ten
27 (10) months.

28
29 4. – 8 No Change to existing contract language
30

1 State's proposal (FT/PT)
2 Proposed 6/27/07, 2007

3
4 Agreed to: For State YDC
5 Dated: 6/27/07
6
7 For AFT MEY
8 Dated: 6/27/07
9

10
11
12 **ARTICLE XIII, APPOINTMENT AND RETENTION**

13
14 D. Add as last sentence to first paragraph

15
16 Professional staff may be appointed for up to one-year. YDC OK MEY

17
18 **ARTICLE XXII, ANNIVERSARY DATES, PAY ADJUSTMENT AND**
19 **PAYROLL**

20
21 A.2. Last paragraph*

22
23 Notwithstanding the above, if the employee is appointed to the range maximum,
24 their anniversary date ~~is advanced~~ shall be the pay period following the OK
25 completion of twenty-six (26) full pay periods.

26
27 **ARTICLE XXXIV, ONLINE COURSES**

28
29 F. Modify last sentence as follows*:

30 Employees teaching an online course for the first time shall receive one additional
31 credit, which is a one (1) time payment only. ^{start credit}
32
33
34

Underlined language is added, strikethrough is deleted

*This modification is made to clarify the current meaning of the Agreement

1 State's counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YDC

5 Dated: 7/23/07

6
7 For AFT MCN
8 Dated: 7/23/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 **NEW LETTER OF AGREEMENT**

13
14 **TUITION WAIVER FOR DEPENDENT CHILDREN, SPOUSES AND PARTIES**
15 **TO A CIVIL UNION**
16

17 A. The dependent children, spouse, or party to a civil union with a unit employee
18 who has been employed by the College/University for five (5) years shall be eligible for a
19 tuition waiver program at the College/University where the unit member is employed
20 provided:
21

22 1. The student fulfills the academic and administrative requirements for
23 admissions.

24 2. Eligibility

25
26 a. Student must be a dependent child of the employee based upon
27 IRS definitions, or a spouse of the employee, or a party to a civil
28 union with the employee as defined by NJSA 37:1-29 et.al.

29 b. Student must apply for all available Federal and State grants and/or
30 scholarships by submitting the FAFSA form each year. For
31 students who receive financial aid, the grants and scholarships (gift
32 aid) will be applied to tuition first. Private grants received and
33 earmarked for "tuition only" also will be applied to tuition first.
34 The University shall waive at least 40% of tuition not covered by
35 the scholarships or grants.

- 1 c. Student must be matriculated, studying for their first baccalaureate
2 degree and must remain in good academic standing in accordance
3 with College/University regulations.
- 4 d. If an employee dies while employed in an eligible position, and if
5 his or her dependent child was admitted or enrolled under the
6 program at the time of the employee's death, he or she shall be
7 eligible for the program until completion of the first baccalaureate
8 degree. All policies and restrictions otherwise applicable to this
9 tuition waiver will apply.
- 10 e. This program shall not affect existing locally negotiated dependent
11 tuition program agreements, except to the extent the local
12 agreement does not meet the minimum standards set forth in this
13 article.

14 3. Benefit

- 15 a. Students shall receive at least 40% tuition waiver in a program
16 leading to the first baccalaureate degree up to the number of credits
17 required by the degree program for graduation.

1 State's counter-proposal (FT/PT)

2 Proposed _____, 2007

3
4 Agreed to: For State YHC

5 Dated: 7/23/07

6
7 For AFT MEH

8 Dated: 7/23/07

9
10 Tentative agreement contingent upon agreement on full package.

11 **NEW LETTER OF AGREEMENT**

12 **TRANSITION TO RETIREMENT PROGRAM**

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

16 B. Eligibility

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

1 C. Requirements

- 2 1. Participating faculty must officially retire from the University and then
3 seek re-employment under the terms of this provision.
- 4 2. As retirees, program participants have no claims of tenure or other rights
5 and/or obligations of a tenured member of the faculty.
- 6 3. The plan which is required to accompany a faculty member's request to
7 participate in the program, as referenced in B.3 above, may include a
8 variety of activities including teaching up to a maximum half load during
9 the academic year, summer session teaching, the development and
10 delivery of on-line/distance education courses and/or non-teaching duties.
11 In no event, however, shall the total assignment exceed 50% of a full-time
12 faculty load.
- 13 4. Participating faculty shall receive compensation proportional to the
14 assignment approved by the College/University which shall not exceed
15 50% of their final year's salary, while simultaneously collecting retirement
16 benefits for which they are eligible.
- 17 5. There will be no other obligation required of the faculty participating in
18 the program other than the credit hour assignment they are given and/or
19 what is described and approved in their plan.
- 20 6. For participants in the program, teaching summer classes beyond any
21 summer session teaching included in the faculty member's plan will be
22 compensated at the rates set forth in the Statewide Agreement and shall be
23 permitted solely at the discretion of the College/University.

24 D. This program shall not affect existing locally negotiated transition to
25 retirement program agreements, except in the situation where the local agreement
26 does not meet the minimum standards set forth in this article.
27

1 State's Modified proposal based on AFT response (FT/PT)
2 Proposed _____, 2007

3
4 Agreed to: For State ydc
5 Dated: 6/26/07
6
7 For AFT mcay
8 Dated: 6/28/07
9

10 Tentative agreement contingent upon agreement on full package.

11
12 **NEW SIDE LETTER**
13 **Alternative Period for Faculty Workload**
14

15 It is agreed by and between the State and the Union that notwithstanding the provision of
16 Article XII (Faculty Responsibilities) which sets forth the basic academic year teaching
17 load and teaching credit hours, if a State College or University determines that it is in the
18 best interests of the College or University, the students it serves and/or certain academic
19 programs to schedule the twenty-four (24) teaching credit hours and the thirty-two (32)
20 weeks of instruction for a particular faculty member or members over a period other than
21 between September 1 and June 30, the College or University ~~may~~ shall negotiate with the
22 local Union a procedure for changing the twenty-four (24) teaching credit hours and the
23 thirty-two (32) weeks of instruction to a period other than between September 1 and June
24 30. If a local procedure is negotiated and a faculty member performs his or her
25 responsibilities over such a period, the faculty member shall not suffer any penalty as a
26 result of such election, including but not limited to the right to receive pension and health
27 benefits as if he or she worked between September 1 and June 30. Participation in an
28 alternate period program shall be on a voluntary basis only.
29

gisc
7/23/07

**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 describe 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 the Traditional Plan 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 superceded 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.

7123107
MCM

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.

1 2. In a manner consistent with the college/university bi-weekly payroll schedule, records
2 of all time worked shall be submitted to the participating employee's supervisor for
3 signature prior to submission to the Committee. Where the supervisor disputes the
4 accuracy of the time sheet or denies that the employee was authorized or required to work
5 such hours, the supervisor shall note such dispute on the time sheet and the Human
6 Resources designee for this fact finding process, may request documentation or a
7 supporting narrative to explain any such entry. In such event, the record of time worked
8 may still be submitted to the Committee for review, with the noted objections. The
9 Committee shall meet within 30 days of the start of the fact-finding period to determine
10 necessary data and record-keeping procedures for this analysis.
11

12 3. Unusual work time requirements shall include, but are not limited to, extraordinary
13 hours worked during summer programs, registration, special projects, and other
14 assignments, provided any such requirement results in work that substantially exceeds a
15 standard work week.
16

17 4. An employee's decision to participate or not participate shall be protected from
18 retaliation consistent with applicable law. Nothing herein shall be deemed to alter the
19 right of management to assign work as needed and/or beyond the standard work week to
20 any employee regardless of participation.
21

22 5. At the end of the fact-finding period the full Committee shall review the data reported
23 and shall issue a report to the University President (or his/her designee) concerning the
24 nature and extent of unusual work time requirements performed by Professional Staff.
25 The report may include findings and recommendations to address the findings, which
26 recommendations may, but are not required to, include the creation of a policy for
27 exempt professional staff who meet unusual work time requirements, as stated in
28 paragraph 3 above.
29

30 6. The report of each Committee shall be issued no later than ninety (90) days after the
31 expiration of the fact finding period. Each Committee shall strive to issue a single report
32 reflecting the consensus thinking of the Committee. If the Committee is unable to do so,
33 two reports may be issued.
34

35 7. Within sixty (60) days of receipt of the Committee report(s), the President (or his/her
36 designee) may decide to accept or reject the recommendations of the Committee. If the
37 recommendations are accepted they shall be implemented as soon as administratively
38 feasible or at the start of the next fiscal year, whichever is appropriate.
39

40 8. If the recommendations of the Committee are not accepted, the Local Union may
41 request Local negotiations, which request may or may not be granted.
42

43 9. The terms of this agreement shall not apply to Thomas Edison State College. However,
44 it is recognized that Professional Staff at Thomas Edison State College have the right to
45 seek reclassification as provided by the current Agreement.
46

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

3

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

6