

MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY

And

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

This constitutes the Memorandum of Agreement made and entered into this 30th day of June, 2017, by and between the State of New Jersey and the Council of New Jersey State College Locals, AFT, AFL-CIO ("Council")

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

1. Article VII A, E1 - 3, and K – Grievance
2. Article VII E 4 – Grievance Multi-year
3. Article VIII - Info Request
4. Article IX – Union-Board Relations
5. Article XI A, B and O – Employee Rights
6. Article XI C – Summer session rate
7. Article XII B 3 – Overload rate
8. Article XII B 4 – Teaching Responsibility
9. Article XII C1 and C2 – Mutual Withdrawal
10. Article XIII B and C – Appointment and Retention
11. Article XIV – Promotional Procedure
12. Article XV – Resignation, Reassignments, Retirement (Withdrawn)
13. Article XVII. - Librarians
14. Article XVIII G – Department Chair
15. Article XIX – Health Benefits
16. Article XXI A-G – Salary Article
17. Article XXVII – Sabbatical Leave (Withdrawn)

Memorandum of Agreement

Page 2 of 2

18. Article XXIX – Personnel Files (Withdrawn)
19. Article XXXVI – Information To Next Of Kin
20. Article XLII – Negotiations Procedures
21. Article XLIII – Duration and Termination
22. Appendix I, Article I A, B and D – Multi-year appointment
23. Appendix 1, Article II – Career Ladder (delete)
24. Appendix 1, Article III – Preservation of Rights (delete)
25. Letter of Agreement IV F – Health Benefits in Retirement
26. New Letter of Agreement – Program Assist Reclassification
27. Letter of Agreement – Professional staff immediate supervisor
28. Withdrawal notice – increment grievance OER 14403

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

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

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

Tentative Approval



CNJSL, AFT, AFL-CIO (FT)

06 / 30 / 17

Date



State of New Jersey

6/30/17

Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
10/23/15 Proposal and State's 11/6/15 counter proposal
to CNJSCL 10/23/15 proposal
revised 6/29/17

Contract Provision: Art. VII A, E.1 - E.3 and K – Grievance Procedure

Proposed Change: Modify to read as follows:

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary information, material and documents concerning any grievance shall be provided by the UNION and the STATE upon written request to the other within a reasonable time, which, ~~where practicable,~~ will not exceed ~~fifteen (15)~~ *scit* **twenty-five (25)** working days. This entitlement does not include the use of written questions directed to individuals where the relevant and necessary information sought can be asked of witnesses or the management representative at a grievance hearing. In no instance shall management's representative substitute for witnesses with personal knowledge relevant to the grievance subject.

E. 1. No change

2. Where a matter is remanded pursuant to Subparagraph 1 above, the arbitrator may, where appropriate, direct that the President of the College/ University, in consultation with the UNION, appoint an *ad hoc* review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action. The purpose of such *ad hoc* committee will be for the purpose of reconsidering the involved matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process and to make recommendations on the merits of the involved **appointment, non-promotion,** or **non-** *ok* reappointment matters to the President or intermediate levels prior to the President.

3. ~~Merit awards shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II of the Agreement. In all such cases, the burden of proof shall be upon the grievant. In no case may an arbitrator recommend a merit award be given to an individual. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College/University for reconsideration of the matter and elimination of impropriety in the decision making process. No personnel actions involving punitive procedures shall be based on, or in any way use, the results of the merit award program.~~ *ok*

State of New Jersey and CNJSCL, AFT, AFL-CIO
10/23/15 Proposal and State's 11/6/15 counter proposal
to CNJSCL 10/23/15 proposal

K. Discipline

1. The discharge, ~~or~~ suspension, ~~or disciplinary~~ reduction of salary of employees ~~or the issuance of a formal written reprimand~~ during the term of a one-year appointment or reappointment or a faculty member on an initial two- or three-year appointment or any one year reappointment shall be grievable in accordance with the procedures set forth in this Article to ~~binding~~ advisory arbitration. In the event the involved employee files a grievance, the burden of proving good cause for the ~~formal written reprimand,~~ discharge or suspension or ~~disciplinary~~ reduction of salary shall be upon the College/University. This provision shall apply to employees on multi-year contract who are suspended.

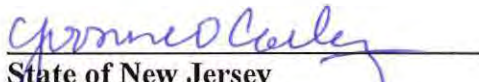
OK

Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date



State of New Jersey


6 / 29 / 17
Date

ARTICLE VII

GRIEVANCE PROCEDURE

E.4 Full time employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. If the arbitrator finds that the non-renewal lacked good cause, the arbitrator may direct the withdrawal of the notice of non-renewal. In such event, the arbitrator may either issue a monetary award not to exceed one (1) year's salary and or other appropriate remedy, which may include or reinstatement the employee to employment with the College/University for a term of not to exceed one (1) year under the terms of a Performance Improvement Plan (PIP). The PIP shall be developed in consultation and cooperation with the employee and representatives of the LOCAL union; provided however that the College/University shall have final decision making authority as to the content of the PIP, which is not subject to review. If the College/University determines, in its discretion, that the professional staff member has complied with the PIP, the professional staff member shall be eligible for renewal of their contract in accordance with Section A of this Appendix. Failure to comply with the PIP shall subject the professional staff member to non-renewal at the conclusion of the year. Notice of non-compliance shall be provided to the professional staff member no later than April 1 of the terminal contract year. This reinstatement authority applies only to non-renewals based on job performance, and any a non-renewal after at the conclusion of the PIP year awarded by the arbitrator shall not be subject to the contractual grievance/arbitration provisions.

Tentative Approval


CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date


State of New Jersey

6 / 29 / 2017
Date

STATE'S 11/6/15 COUNTER-PROPOSALS TO CNJSCL
FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

ARTICLE VIII

UNION-EMPLOYER INFORMATION EXCHANGE

A. The UNION agrees to furnish to the Office of Employee Relations a complete list of all officers and representatives of the UNION, including titles, addresses and designation of responsibility, and to keep such list current. The same information with respect to Local UNION officers must be provided by the Local UNION to the College/University President. The UNION will also provide copies of its constitution and by-laws or other governing articles and will keep these current.

B. Each State College/University agrees to furnish to the UNION the names and addresses of all members of its Board of Trustees and to keep this list current.

C. Each College/University agrees to furnish to the UNION and the Local UNION by October ~~September~~ 15, ~~and March~~ ~~February~~ 15 ~~and July~~ 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 (indicate full-year or half-year)
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
- ~~20. Overload teaching credit hours assigned~~
- ~~21. Names of Employees on Alternate Assignment within Load and their Teaching Credit Hours~~
22. Unique Campus Identification Number (CWID), if available

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

STATE'S 11/6/15 COUNTER-PROPOSALS TO CNJSCL
FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

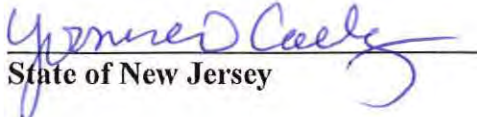
Article VIII

Tentative Approval



CNJSCL, AFT, AFL-CIO

06, 29, 2017
Date



State of New Jersey

6 / 29 / 2017
Date

CNJSC 2/10/2017 COUNTER to STATE'S 11/6/15 COUNTER-PROPOSALS TO CNJSCL
FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

ARTICLE IX

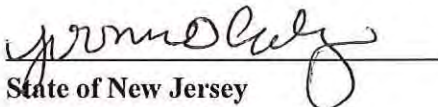
UNION-BOARD RELATIONS

A. 1. The Local UNION shall be supplied a copy of the tentative agenda of all College/University Boards of Trustees meetings, one week prior to the date for such meetings. Upon request of the Local UNION, a responsible administrative officer of the College/University shall be available to discuss agenda items at a mutually agreeable time prior to such meetings. Where the Local UNION makes specific request for written materials, proposed policies and contracts referred to in a tentative agenda item and where such material is not confidential or privileged and can be supplied in advance of the scheduled meeting within the policies of a Board of Trustees, such material will be provided to the Local UNION.

Tentative Approval


CNJSCL, AFT, AFL-CIO

3 1 10 1 17
Date


State of New Jersey

3 1 10 1 17
Date

ARTICLE XI
EMPLOYEE RIGHTS

A. Meetings

Faculty or other employee meetings shall ordinarily be scheduled at least a week in advance during the normal hours of operation of the College/University. Special or emergency meetings may be called when required. Any such meetings shall not be scheduled with unreasonable frequency.

B. Textbooks and other teaching materials shall be selected by individual course instructors ~~faculty members~~ consistent with the resources, objectives and procedures of the department or equivalent academic unit and the academic program of the College/University.

O. Employee Information Update

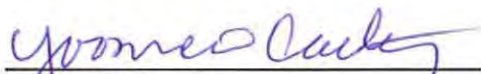
~~Commencing September 1, 2005, each~~ Each College/University shall provide each employee with an annual written update on or about September 30 of each year. The update shall contain the following information as appropriate:

1. Date of Hire
2. Anniversary Date
3. Date of last promotion and/or reclassification
4. Tenure date/Multi-year contract including expiration date
5. Range and Step
6. Date eligible for next sabbatical or professional development leave
7. Accrued sick leave
8. Accrued vacation leave
9. Paid Leave Bank balances

Tentative Approval


CNJSCL, AFT, AFL-CIO

11/9/2017
Date


State of New Jersey

11/9/2017
Date

State's June 28, 2017 counter
to CNJSCL June 23, 2017 response

Contract Provision: ARTICLE XI - EMPLOYEE RIGHTS (State's 4/7/17 Counter)

Proposed Change: Modify as Follows

C. Summer Session Contracts

1. Provided there is no time conflict, full-time employees shall have priority consideration in appointments to teach regular summer session courses within their individual competency, except in unusual circumstances.

2. Assignments to full-time employees to teach summer session courses shall be voluntary and consistent with normal College/University procedures. Such summer session assignments shall be distributed on an equitable basis.

3. Colleges/Universities will send out written summer session assignment agreements to full-time faculty by April 1, which must be returned by April 15 unless other dates are established by local negotiations. Additional assignments shall be offered as they become available. If an agreement is made to assign a full-time employee to teach a summer session course which is canceled, he or she shall have priority consideration for another available teaching or non-teaching assignment within his or her competency. If cancellation of a summer course assignment is likely, the affected full-time employee shall be notified in advance. Upon the request of the employee or the Local Union, written reasons for the cancellation shall be provided within one week of the request.

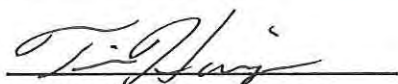
[Sections 4-5. Remain unchanged]

6. The summer session rate per semester hour credit for State College/University employees for courses that begin on or after ~~July 1, 2011~~ July 1, 2017 and each July 1st thereafter shall be established at the following minimum rate:

Rank	2015	2016	2017	2018
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library)	<u>\$1,775</u>	<u>\$1,975</u>	<u>\$2,175</u> <u>\$1525</u> <u>\$1675</u>	<u>\$2,375</u> <u>\$1550</u> <u>\$1750</u>
Librarian I (Associate Professor in the Library)			<u>\$1575</u>	<u>\$1575</u>
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library)	<u>\$1,725</u>	<u>\$1,925</u>	<u>\$2,125</u> <u>\$1475</u> <u>\$1625</u>	<u>\$2,325</u> <u>\$1500</u> <u>\$1700</u>
Librarian III (Instructor in the Library)			<u>\$1525</u>	<u>\$1525</u>
Professional Staff	<u>\$1,725</u>	<u>\$1,925</u>	<u>\$2,125</u> <u>\$1475</u> <u>\$1625</u> <u>\$1525</u>	<u>\$2,325</u> <u>\$1500</u> <u>\$1700</u> <u>\$1525</u>

If a course falls one day into July of a subsequent year, the subsequent year's rate shall apply for the entire course.

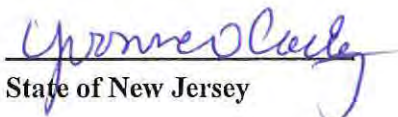
Tentative Approval



CNJSCL, AFT, AFL-CIO

06/29/2017

Date



State of New Jersey

6/29/2017

Date

State's June 28, 2017 counter
to CNJSCL June 23, 2017 response

1 **CONTRACT PROVISION: ARTICLE XII – Faculty Responsibilities (States 4/7/17 counter)**

2 **PROPOSED CHANGE – Modify as Follows**

4 **B. Teaching Responsibilities**

5 **3. Overload compensation shall be established at the following minimum rates per teaching**
6 **credit hour:**

Title	Sept 2015	Sept. 2016	Sept 2017	Sept 2018
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	<u>\$1,775</u>	<u>\$1,975</u>	<u>\$2,175</u> <u>\$1525</u> <u>\$1675</u> <u>\$1575</u>	<u>\$2,375</u> <u>\$1550</u> <u>\$1750</u> <u>\$1575</u>
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	<u>\$1,725</u>	<u>\$1,925</u>	<u>\$2,125</u> <u>\$1475</u> <u>\$1625</u> <u>\$1525</u>	<u>\$2,325</u> <u>\$1500</u> <u>\$1700</u> <u>\$1525</u>
Professional Staff	<u>\$1,725</u>	<u>\$1,925</u>	<u>\$2,125</u> <u>\$1475</u> <u>\$1625</u> <u>\$1525</u>	<u>\$2,325</u> <u>\$1500</u> <u>\$1700</u> <u>\$1525</u>

9 **Tentative Approval**

12 CNJSCL, AFT, AFL-CIO

Date

06 / 29 / 2017

16 State of New Jersey

Date

6 / 29 / 17

State's June 29, 2017 counter
to CNJSCL June 28, 2017 response

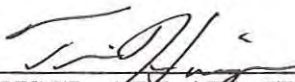
Contract Provision: Art. XII B.4 – rev

Proposed Change:

B. Teaching Responsibilities

4. The basic academic year teaching load of twenty-four (24) teaching credit hours or its equivalent shall be satisfied in accordance with the existing practices ~~or policies~~ at each College/University in effect as of July 1, 2017. The term "teaching-credit hours" shall be defined as per the existing practices and policies in place at each College/University as of July 1, 2017 provided by the 2011-2015 contract unless The existing practices and/or policies at Ramapo ^{College} University concerning the faculty workload model shall be as set forth in the notice provided by Ramapo dated June 22, 2016. A negotiable change by the College/University to an existing practice or policy shall be accomplished ~~changed through~~ Local negotiations, provided that (a) no College/University shall impose the ~~any negotiable terms or conditions of employment such Local agreement upon a Local union without exhausting resort~~ PERC's impasse procedures (N.J.A.C. 19:12-1.1 et seq.) ~~the terminal process set forth at Title 19 of the New Jersey Administrative Code, and (b) notwithstanding any language in this Agreement to the contrary and for the purposes of this provision only, such agreement, once negotiated or imposed, shall be enforceable through binding arbitration under Article VII. This provision does not apply to XII B.5 below. Policies and existing practices at each individual college/university related to the basic academic year teaching load of twenty-four (24) teaching credit hours or its equivalent for full-time faculty shall remain unchanged unless the college/university proposes a change in accordance with XII. B. 5 below provided that in no event shall faculty compensation be reduced on a per credit and/or per class basis by operation of a Locally negotiated agreement. For the purpose of this section, definition of a class shall include laboratories and studios.~~

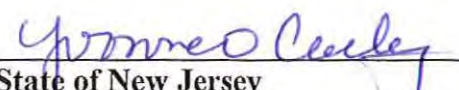
Tentative Approval



CNJSCL, AFT, AFL-CIO

6 / 29 / 2017

Date



State of New Jersey

6 / 29 / 2017

Date

State of New Jersey and CNJSCL, AFT, AFL-CIO

Contract Provision: Art. XII C.1 – State's 10/23/15 proposals and XII C2 Council's 5/6/16 proposals

The parties have agreed to mutually withdraw the attached proposals, without prejudice to either party's position regarding the end date of the academic year. The parties will await the arbitration decision and challenges, if any, to that decision.

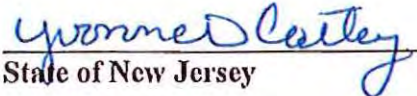
Tentative Approval



CNJSCL, AFT, AFL-CIO

6 / 30 / 17

Date



State of New Jersey

6 / 30 / 17

Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
October 23, 2015 Proposal by the State of New Jersey

Contract Provision: Art. XII C.1

Proposed Change: Modify to read as follows:

C. Other Responsibilities

1. Non-teaching duties include scholarly, research and artistic activities; service through sharing their professional expertise both within and beyond the College/University; and the mentoring and advisement of the students in their courses and programs. During the academic year period of instruction faculty shall be present on campus as necessary to their professional responsibilities and shall also be accessible to students, faculty and staff colleagues through whatever normal, electronic, telephonic or written modes they find most convenient. ~~during the academic year. Nothing contained herein shall in any way affect the terms and/or continued application of any locally negotiated agreements and/or previous practices pertaining to non-teaching responsibilities, nor shall anything contained herein affect the rights of the College/University, UNION or Local Union under the New Jersey Employer-Employee Relations Act.~~

Tentative Approval

CNJSCL, AFT, AFL-CIO

State of New Jersey

_____/_____/_____
Date

_____/_____/_____
Date

provided
EFL
5/6/16
by
JWWS
11:45

**FULL TIME/PART TIME UNIT CONTRACT PROPOSALS
TO THE STATE – 5/6/2016**

ARTICLE XII

FACULTY RESPONSIBILITIES

C. Other Responsibilities

2. Faculty responsibilities which have been traditionally performed by the faculty and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice. Disagreements concerning their specific nature shall be resolved by the Local UNION and the College/University. These responsibilities shall be performed within the academic year, provided that assignments outside the thirty-two (32) weeks of instruction referred to above shall not be made individually or collectively on an inequitable basis. Each College/University shall have the right to request that faculty perform non-teaching responsibilities between the end of the Spring semester and June 30th each year; provided however that no adverse employment action shall be taken against any faculty member based upon his/her response to such request.

Tentative Approval

CNJSCL, AFT, AFL-CIO (FT)

State of New Jersey

____/____/____
Date

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Date

STATE'S 3/10/17 COUNTER to CNJSCL 2/10/2017 COUNTER to STATES 8/25/16 (emailed)
COUNTER-PROPOSALS TO CNJSCL FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO
THE STATE

ARTICLE XIII

APPOINTMENT AND RETENTION OF EMPLOYEES

B. 1. When a prospective employee is offered initial appointment or reappointment, he or she shall be provided with a letter of appointment or reappointment contract. The letter of appointment or reappointment contract shall include:

- a. The name of the employing College/University
- b. The dates for which the appointment or reappointment is effective
- c. The title of the position
- d. The salary rate
- e. A list of the field or fields in which he or she is expected to teach or work.

2. Prospective initial appointees and reappointees shall also be provided with a copy of this Agreement and a copy of the local employee handbook, if any. When a prospective employee accepts his/her appointment, the College/University shall provide the Local Union ~~UNION~~ with such employee's ~~letter of appointment/contract~~, name, address and telephone number.

C. Notice of reappointment or non-reappointment of full-time employees ~~hired prior to July 16, 2014~~, governed under the tenure provisions of N.J.S.A. 18A:60-6, et seq., shall be given in writing not later than March 1 of the first and second, academic years of service and not later than December 21 of ~~each successive year of service.~~ **year in which their contract expires. the third, fourth and fifth and sixth years of service.** When a full-time faculty member is hired at mid-year, unless the individual is appointed to replace someone on leave or in a bona fide emergency, notice of reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 15.

~~Notice of reappointment or non-reappointment of full-time employees hired on or after July 16, 2014, governed under the tenure provisions of N.J.S.A. 18A:60-6, et seq., shall be given in writing not later than March 1 of the first, and second, academic years of service and not later than December 21 of the third, fourth, and fifth and sixth years of service. When a full-time faculty member is hired at mid-year, unless the individual is appointed to replace someone on leave or in a bona fide emergency, notice of reappointment or non-reappointment for the next full academic year shall be given in writing not later than April 15.~~

H-J [Keep existing contract language]

Tentative Approval


CNJSCL, AFT, AFL-CIO

3, 10, 17
Date


State of New Jersey

3, 10, 17
Date

STATE'S 04/7/17 COUNTER to CNJSCL 2/10/2017 COUNTER to STATES 8/25/16 (emailed)
INTER-PROPOSALS TO CNJSCL FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO
THE STATE

REVISED BASED ON DISCUSSION AT 4/7/17 Session

ARTICLE XIV
PROMOTIONAL PROCEDURE

To the extent that a College/University has a locally negotiated or accepted procedure and/or practice regarding promotions for full time faculty, they shall remain in full force and effect until such time as a change is locally negotiated in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations. At other Colleges/Universities, the following procedures shall apply unless and until changed through local negotiations in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations.

A. Full-time faculty members whose qualifications meet or exceed the requirements for a higher academic rank shall be eligible for promotional consideration to that rank. Faculty members who are promoted shall advance four (4) salary ranges. Their new salaries shall be computed pursuant to Article XXII, Section C.1.

B. An eligible full-time faculty member may make written application for promotional consideration on or before November 1. The application may be accompanied by any substantiating documentation which the individual cares to submit. ~~Nomination of a full time faculty member for promotional consideration may be made by other than the individual.~~

C. The procedures for promotional consideration utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants ~~and nominees~~. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/University and the work unit. The current and applicable procedures, including a statement of such criteria, shall be provided in written form for the understanding of all affected faculty members. ~~This provision shall not be construed as a waiver of the Colleges'/Universities' right to promote, under procedures set by the Colleges/Universities, employees not included in the negotiating unit.~~ The Colleges/Universities, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case involving negotiation unit members. ~~This provision shall not be construed as a waiver of the Colleges'/Universities' right to promote, under procedures set by the Colleges/Universities, employees not included in the negotiating unit.~~

D. At each College/University ~~the if the promotion procedures utilize a~~ committee charged with the

STATE'S 04/7/17 COUNTER to CNJSCL 2/10/2017 COUNTER to STATES 8/25/16 (emailed)
COUNTER-PROPOSALS TO CNJSCL FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO
THE STATE

REVISED BASED ON DISCUSSION AT 4/7/17 Session

1 final evaluation of promotion applications and if the College/University establishes a number of
2 promotions available at the various ranks for the specific units or for the College/University as a whole,
3 then that committee will be informed by the President or his or her designee of the those numbers. of
4 ~~promotions available at the various ranks for that unit of the College/University as a whole and The~~
5 committee will submit its recommendations to the President or his or her designee. Should the President
6 decide to make a recommendation for promotion to the Board of Trustees which is inconsistent with the
7 recommendation of the final committee, he or she shall provide the committee with his or her reasons for
8 that action.

9 E. At the Colleges/Universities that utilize committees, the final recommendations of the committee
10 shall be made to the President on or before February 1 and shall include all pertinent information
11 concerning the applicant.

12 F- J. [Keep current contract language]

13 K. Assistant Professors may apply for and be reviewed for promotion to the rank of Associate
14 Professor concurrent with their reviews for tenure, and advancement in rank may be awarded concurrent
15 with tenure.

16 **Tentative Approval**

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20 CNJSCL, AFT, AFL-CIO

5, 26, 17
Date

21
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24 State of New Jersey

5, 26, 17
Date

ARTICLE XV
RESIGNATION, REASSIGNMENTS, RETIREMENT

A. Resignation

Employees have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the employee, it is expected that he or she shall continue to serve until the completion of the academic year or for the term of his or her appointment unless another date is mutually agreed to by the College/University and the employee.

B. Reassignments

1. Reassignment is the movement of an employee from one job assignment to another, or from one local title to another within such employee's generic title, and within or between offices, divisions, branches or departments of the College/University. When an employee is reassigned such employee's salary shall not be reduced as a result of the reassignment below that which he/she would have received had he/she continued in his/her original position during the period of the employee's current employment contract.

2. The provisions of sections 4 through 6, except for the requirement of consultation, shall apply to a librarian who is reassigned from one division, department or branch of the library to another and to a position requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position.

3. The provisions of sections 4 through 6, except for the requirement of consultation, shall also apply to a member of the professional staff who is reassigned from one administrative office (e.g., admissions, registration, EOF) to another and to a position requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position.

4. If a reassignment of a full-time faculty member is to be made between departments of a College/University each individual department shall be consulted and make recommendations regarding relevant departmental matters. The College/University shall then determine which faculty members are qualified for reassignment and provide them with an opportunity to apply. The College/University will reassign ~~one~~ of the qualified applicants. If none of the qualified faculty members applies for reassignment, the College/University may reassign ~~one~~ of the qualified faculty members on a involuntary basis.

5. A full-time faculty member who is reassigned ~~between departments~~ involuntarily shall be given one semester's advance notice ~~except in unusual circumstances, but in no event shall such employee be given less than forty five (45) days' notice.~~ Part-time faculty who are reassigned involuntarily ~~between departments~~ shall be given ninety (90) days' notice ~~except in unusual circumstances, but in no event shall they be given less than forty five (45) days' notice.~~

6. A full-time faculty member who has been reassigned ~~between departments~~ shall be given priority consideration for Career Development funds when such assistance is warranted in making a transition.

7. Faculty rights under N.J.S.A. 18A:60-6, et seq., shall be preserved in all reassignments.

8. Faculty shall not be removed from teaching duties without just cause. Such removals shall be subject to binding arbitration. In matters deemed related to campus safety, this shall not apply.

withdrawn - 3/17/17
yoonie O'Casey

Tim Rizin
4/7/17

ARTICLE XVII
LIBRARIANS

A. Initial Appointments

1. The initiation and coordination of search activities for prospective new appointees to the library shall be the responsibility of the Dean/Director or his or her designee, who shall keep the Personnel Committee informed of these activities. The Dean/Director may discuss with the Personnel Committee the professional criteria to be fulfilled by any candidates, and may request that the Personnel Committee interview candidates.

2. If the Committee is requested by the Dean/Director to interview candidates, the Committee and the Dean/Director shall cooperate in arrangements for personal interviews. No travel expenses will be authorized without the prior approval of the College/University official responsible for such matters in the normal course of College/University procedures.

3. If the Committee is requested to review the pool of candidates, the Committee shall transmit its recommendations to the Dean/Director who shall transmit the Committee's recommendations, along with the Dean/Director's own recommendation, to the appropriate Vice President and the President for ultimate recommendation to the Board of Trustees.

B. Promotions

To the extent that a College/University has a locally negotiated or accepted procedure and/or practice regarding promotions for Librarians, they shall remain in full force and effect until such time as a change is made in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations. At other Colleges/Universities, the following procedures shall apply unless and until changed in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations.

1. Promotional procedures, including those set forth below, are not applicable to part-time employees, but such employees may be appointed/reappointed to a higher title.

2. ~~The President shall announce~~ Announcement by the President of the availability of a promotions to a Librarian II, or Librarian I and/or an Assistant Director of the Library position, which shall activate the promotion and Personnel Committee process. The President shall indicate in his or her announcement whether the available promotion or promotions may be considered upon the basis of personal professional growth or whether the available promotion or promotions are to fill a particular need in the library.

3. ~~Promotions, which may be considered on the basis of personal~~ based on professional growth, ~~if any,~~ will shall be announced at the same time as the announcement of available faculty promotions is made. ~~Available structural-Structural promotions will shall be announced as deemed necessary by the President as they become available.~~

4. Full-time Librarians whose qualifications meet or exceed the requirements for Librarian II or Librarian I or Assistant Director in the Library may apply for announced professional growth promotions by November 1, and for announced structural promotions within the time specified in the announcement. The application may be accompanied by any substantiating documentation which the individual cares to submit. Nomination of a librarian for promotional consideration may be made by other than the individual.

5. The Personnel Committee's recommendations on any promotion or promotions shall be in rank order

CNJSCL 2/10/2017 COUNTER to STATES 8/25/16 (emailed) COUNTER-PROPOSALS TO
CNJSCL FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

from the highest (number 1) to lowest. There shall be separate lists ranking candidates for each available structural promotion. There shall be one overall list ranking all candidates for any available growth promotions. The final recommendations of the Personnel Committee shall be made to the Dean/Director on or before February 1 for any available growth promotions and within thirty (30) days of the application closing date for structural promotions. The requirements that there be a ranking may be waived by local agreement.

6. Article VII of this Agreement shall apply to this Article under the same terms and limitations as such Article applies to faculty promotions. Article XIV.G shall also apply.

~~7. Nothing herein shall preclude a College/University from negotiating with the Local Union over promotion to Librarian II upon conferring tenure.~~

~~8. All promotions are subject to the affirmative recommendation of the President and the approval of the Board of Trustees.~~

~~9. To the extent that a College/University has a locally negotiated or accepted procedure and/or practice, they shall remain in full force and effect until such time as a change is negotiated.~~

C. Concurrent Academic Rank and Range Adjustment

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

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

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

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

D. Library Personnel Committee

1. Each College/University shall establish a Library Personnel Committee consisting of full-time librarians included in the negotiations unit, elected by such librarians. As a matter of local agreement between each Local UNION and each College/University, such Personnel Committee may include the Dean/Director of the Library or his or her designee as a non-voting member of such Personnel Committee.

CNJSCL 2/10/2017 COUNTER to STATES 8/25/16 (emailed) COUNTER-PROPOSALS TO
CNJSCL FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

2. The Personnel Committee shall evaluate full-time librarians within the negotiating unit for reappointment or promotion within the negotiating unit and such recommendations shall be made to the Dean/Director of the Library, who will in turn submit the recommendations of the Committee and the Dean/Director's own independent evaluations and recommendations, if any, to the appropriate Vice President and the President for ultimate recommendation to the Board of Trustees.

E – I of the Article is unchanged

J. Promotion upon Tenure

A Librarian may apply for and be reviewed for promotion to the next highest Librarian title concurrent with their reviews for tenure, and advancement in title may be awarded concurrent with tenure.

Tentative Approval



CNJSCL, AFT, AFL-CIO

3 1 / 10 / 17
Date



State of New Jersey

3 1 / 10 / 17
Date

STATE'S 11/6/15 COUNTER-PROPOSALS TO CNJSCL
FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

REVISED - 3/10/17

ARTICLE XVIII

DEPARTMENT CHAIRPERSONS

F. Nothing contained herein shall be construed to limit the right of a President to appoint an acting department chairperson should a vacancy occur for any reason pending the completion of the procedures set forth.

~~G. It is understood that Chairpersons shall fully execute their duties and responsibilities and that no chairpersons shall be removed without just cause.~~

~~1. In the event that a Dean believes a Chairperson is not fulfilling his/her duties, the Dean shall provide written notice of alleged violations to the Chairperson. The Chairperson shall be provided an opportunity to meet with the Dean to address any alleged violations. Upon request, a Union representative shall be permitted to attend as an observer.~~

~~2. If the Dean finds cause to remove the Chairperson from his/her duties, the Chair shall have the right to appeal in writing the decision to the President of the University. The President's written decision shall be rendered within five (5) calendar days.~~

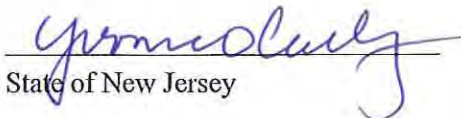
~~3. The President's negative determination shall be subject to Article VII and binding arbitration.~~

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

Tentative Approval


CNJSCL, AFT, AFL-CIO

4 / 7 / 17
Date


State of New Jersey

4 / 7 / 17
Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
August 25, 2016 Proposal of the State of New Jersey

Contract Provision: Article XIX – Health Benefits

Proposed Change: Modify to read as follows:

The provisions of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article VII. ~~Following the expiration of this Agreement, these provisions of P.L. 2011, c. 78 that are incorporated into this Article and that become negotiable under law, shall become subject to the contractual grievance/arbitration provisions of Article VII.~~

A. 1. The State Health Benefits Program is applicable to employees covered by this Agreement. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS Plan have been abolished.

2. It is agreed that, as part of the State Health Benefits Program the State shall continue the Prescription Drug Benefit Program during the period of this Agreement, to the extent it is established and/or modified by the State Health Benefits Plan Design Committee, in accordance with P.L. 2011, c.78. ~~Through December 31, 2011, active eligible employees are able to participate in the prescription drug card program. Similarly, through December 31, 2011, active eligible employees are able to elect to participate in the NJDIRECT 15 Plan (as it existed on June 30, 2011). In the alternative, through December 31, 2011, active eligible employees are able to elect to participate in an HMO which existed in the program as of June 30, 2011. Beginning January 1, 2012, the State Health Benefits Plan Design Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.~~

3. ~~Medicare Reimbursement~~ Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare Part B premium payments.

B. Contribution Toward Health and Prescription Benefits

1. ~~Effective July 1, 2011, or as soon thereafter as the State completes the necessary administrative actions for collection, e~~Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the State Health Benefits Program ~~in an amount that shall be determined in accordance with at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, for the duration of this contract, or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract.~~ except that, in accordance with Section 40(a) of P.L. 2011, c. 78, an employee employed on July 1, 2011 shall pay:

- ~~a) from implementation through June 30, 2012, one-fourth of the amount of contribution;~~
- ~~b) from July 1, 2012 through June 30, 2013, one-half of the amount of contribution;~~
- ~~c) from July 1, 2013 through June 30, 2014, three-fourths of the amount of contribution; and~~
- ~~d) from July 1, 2014, the full amount of contribution,~~

Article XIX -State's 1/9/ 17 revision to 8/25/16 proposal (page 2)

d) ~~from July 1, 2014, the full amount of contribution,~~
as that amount is calculated in accordance with section 39 of P.L. 2011 c. 78. After full implementation, the contribution levels shall become part of the parties' collective negotiations and shall then be subject to collective negotiations in a manner similar to other negotiable items between the parties.

2. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary **that is provided for in subsection c. of section 6 of P.L. 1996, c. 8 (C.52.12-17.28b).**

3. An employee who pays the contribution required under section 40(a) of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary **under subsection c. of section 6 of P.L. 1996, c. 8 (C.52.12-17.28b).**

4. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.

~~5. Should the necessary administrative actions for collection by the State not be completed by July 1, 2011, collection of the contribution rates set forth in section 39 of P.L. 2011, c. 78 and paragraph 1 above, shall not be applied retroactive to the effective date of P.L. 2011, c. 78, provided, however, the employee shall continue to pay at least 1.5% of base salary during such implementation period.~~

~~6~~5. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan Program ("SHBP") and provide a certification to the State that he or she has other health insurance coverage, the State will waive the contribution for that employee.

~~7~~6. An employee on leave without pay who receives health and prescription benefits provided by the State Health Benefits Program shall be required to pay the above-outlined contributions, and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the **Manager employee** fails to make timely payment of these contributions.

~~8~~7. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be made by deductions from pay.

C. Dental Care Plan

1. It is agreed that the STATE shall continue the Dental Care ~~Plan~~ **Program** during the period of this Agreement. ~~to the extent it is established and/or~~ **The Dental Care Program may be** modified by the State Health Benefits Plan Design Committee (**Committee**), in accordance with P.L. 2011, c. 78, **effective January 1, 2012 (and each year thereafter).** ~~Through December 31, 2011, active eligible employees are able to participate in the Dental Care Plan as described in the parties' July 1, 2007—June 30, 2011 collective negotiations agreement.~~ Pursuant to P.L. 2011, c. 78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program.

2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction **not to exceed 50% of the cost of type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.** ~~as set forth by the State Health Benefits Plan Design Committee.~~

3. A member handbook describing the details of the Plan, enrollment information and the required enrollment forms are available on the Division of Pensions and Benefits' website.

4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

State of New Jersey and CNJSCL, AFT, AFL-CIO
August 25, 2016 Proposal of the State of New Jersey

required.

D. Eye Care Program

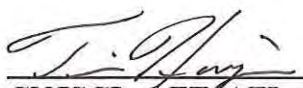
It is agreed that the STATE shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents (spouse and unmarried children under twenty-six (26) years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

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

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

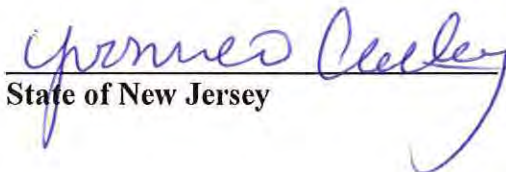
Proper affidavit and submission of receipts are required of the employee in order to receive payment. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period from July 1, 201~~5~~⁴ to June 30, 201~~7~~³, and one payment for glasses and one payment for examination during the period from July 1, 201~~7~~³ to June 30, 201~~9~~⁵. The forms to be filled out by the employee for payment shall identify both the STATE and the Union, but shall be submitted directly to the College/University where the employee is employed.

Article XIX
Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date



State of New Jersey

6 / 29 / 2017
Date

State's June 29, 2017 counter
to CNJSCL's June 28, 2017 response

Contract Provision – Article XXI – Salary and Fringe Benefits

Proposed Change: Modify to read as follows:

FOR JULY 1, ~~2014~~ 2015 to JUNE 30, ~~2015~~ 2019

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

A. There shall be a one percent ~~and three-quarter percent~~ (1.75%) ~~five percent (5%)~~ across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July 2013 ~~2017~~ for twelve (12) month employees and the first full pay period in September 2013 ~~2017~~ for ten (10) month employees.

B. There shall be a one and three- ~~a~~ half percent (1.50%) ~~four percent (4%)~~ across-the-board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July 2014 ~~2018~~ for twelve (12) month employees and the first full pay period in September 2014 ~~2018~~ for ten (10) month employees.

~~C. There shall be a four percent (4%) across the board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July 2017 for twelve (12) month employees and the first full pay period in September 2017 for ten (10) month employees.~~

~~D. There shall be a three percent (3%) across the board increase applied to the current base salary of each employee covered by this Agreement effective the first full pay period in July 2018 for twelve (12) month employees and the first full pay period in September 2018 for ten (10) month employees.~~

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

D. Normal increments shall be paid to all employees eligible for such increments according to the terms of this Agreement. ~~Effective on or after June 24, 2006, there shall be a twelfth twelve step was added to the ranges.~~ Employees who have been at the eleventh step of the same range for fifty-two (52) pay periods or longer shall be eligible for movement to the twelfth step if warranted by performance. ~~(Deleted State's language from 6-12-17 and replaced with the following: Employees shall be placed on the applicable Step in their applicable Range that they would have received during the period of July 1, 2015 to June 30, 2017 and did not receive because of the cessation of payment of increments after the expiration of the 2011-2015 Agreement. This placement shall take place on the first full pay period after July 1, 2017 for 12 month employees and the first full pay period after September 1 for 10 month employees. After June 30, 2017, the employees next eligible step movement shall be occur on their current anniversary date. Employees who received a promotion or appointment to a title with a higher salary range (this does not apply to reclassifications) during the period of July 1, 2015 and June 30, 2017 will receive an additional increment in the range they are in as of the first full pay period after July 1, 2017 for 12 month employees and first full pay period after September 1, 2017 for 10 month employees. There~~

State's June 29, 2017 counter
to CNJSCL's June 28, 2017 response

shall be no retroactive payment connected to the receipt of any increments in this paragraph. The
aforementioned shall also apply to promotions and reclassifications.

E. 1. The Career Development Program shall be funded by each College/University at the rate of \$60
~~\$75~~ per full-time unit member ~~and shall increase by \$5 thereafter~~ for each fiscal year of this Agreement.

2. Locally negotiated or accepted procedures shall be followed in the implementation of the
Career Development program. To the extent that a College/University has a locally negotiated or accepted
procedure, those procedures shall remain in full force and effect until such time as a change is negotiated.
If no locally negotiated agreement is reached then changes, if any, shall be made in accordance with the
New Jersey Employer-Employee Relations Act and its governing regulations. If no locally negotiated or
accepted procedure exists pursuant to 18A:60-10, the local Union and the College/University shall negotiate
a procedure for the Career Development program in accordance with the New Jersey Employer-Employee
Relations Act and its governing regulations.

3. If after all grants in a given award cycle have been decided and there are monies left over from
the Career Development, those monies shall be transferred to the Tuition Reimbursement program.

4. Nothing herein shall prevent a College/University from funding this program at a greater rate
than prescribed above.

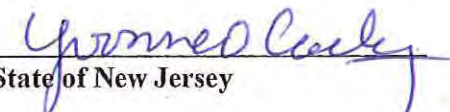
F. Each employee shall receive the annual salary for the employee's range and step set forth in the
salary schedules in Appendix V. Part-time employees shall be compensated in direct proportion to the
percent of full-time workload except as provided in Articles XI.L, XI.N, XVI.J, and XVII.I, and will receive
proportional increments.

G. Deleted

Tentative Approval


CNJSCL, AFT, AFL-CIO

06
29 / 2017
Date


State of New Jersey

6 / 29 / 2017
Date

1 **ARTICLE XXVII**
2 **SABBATICAL LEAVES**

3 Locally negotiated or accepted procedures shall be followed in the implementation of the Sabbatical
4 Leave program. To the extent that a College/University has a locally negotiated or accepted procedure,
5 those procedures shall remain in full force and effect until such time as a change is negotiated. If no
6 locally negotiated agreement is reached then changes, if any, shall be made in accordance with the New
7 Jersey Employer-Employee Relations Act and its governing regulations. If no locally negotiated or
8 accepted procedure exists, the local Union and the College/University shall negotiate a procedure for the
9 Sabbatical Leave program in accordance with the New Jersey Employer-Employee Relations Act and its
10 governing regulations. The President or his/her designee shall provide written reasons for denial or
11 reduction of a sabbatical leave upon the written request of the employee within one week of the request.

Withdrawn - 4/7/17
Yvonne D. Crotty

Tim Harris 4/7/17

ARTICLE XXIX
PERSONNEL FILES

A personnel file shall be maintained for each employee in accordance with the following procedures:

J. Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the President of the College/University or his or her designee. Materials related to discipline matters shall be removed after a period of two (2) years.

Withdrawn - 4/7/17
Yvonne O'Leary

T. Davis 4/7/17

STATES 8/25/16 (emailed) COUNTER-PROPOSALS TO CNJSCL
FULL-TIME/PART-TIME UNIT 10/23/15 PROPOSALS TO THE STATE

ARTICLE XXXVI


INFORMATION TO NEXT OF KIN

Upon the death of an employee, the College/University shall, through its ~~personnel~~ Human Resource office, offer to provide information concerning employment-related benefits to the deceased's next of kin, or named beneficiary or estate executor, as has been designated by the employee and where the address is known. The employer shall identify the appropriate party, if any, to disperse any applicable benefits, including paid leave bank money pursuant to Memorandum of Agreement, July 7, 2009 on Wage Freezes and Furloughs.

Tentative Approval


CNJSCL, AFT, AFL-CIO

4, 7, 17
Date


State of New Jersey

4, 7, 17
Date

ARTICLE XLII
NEGOTIATION PROCEDURES

A. New Agreement

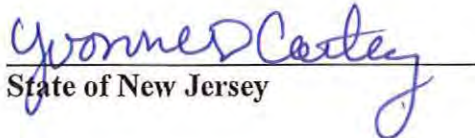
1. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, ~~2015~~ 2019 subject to the provisions set forth in Article XLIII, Duration and Termination.

2. Such collective negotiations shall commence no later than October 1, ~~2014~~ 2018, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, ~~2015~~ 2019, **if possible.**

Tentative Approval


CNJSCL, AFT, AFL-CIO

10/21/2016
Date


State of New Jersey

10/21/2016
Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
October 23, 2015 Proposals of the State of New Jersey


Contract Provision: Art. XLIII – Duration and Termination

Proposed Change: Modify to read as follows

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

T.H.
and/or
email or
fax

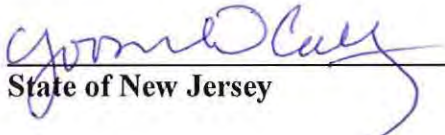
Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017

Date



State of New Jersey

06 / 29 / 2017

Date

State's June 29, 2017 counter
to CNJSCL's June 28, 2017 response

1 **Contract Provision:** Appendix 1, Article 1(A, B) – Multi-Year Appointments –

2 **Proposed Change:** Modify to read as follows:

3
4 **A. Eligibility for Multi-Year Contracts**

5 Each member of the professional staff not holding faculty rank or concurrent academic rank
6 who is a member of the State College/University bargaining unit shall be eligible for a multi-year
7 appointment or reappointment contract in accordance with the provisions of Chapter 163 of the
8 Laws of 1973. After completion of five years of probationary service, full-time employees not
9 holding faculty rank ~~hired on or before ratification of this Agreement~~ shall be considered for a
10 multi-year contract. Each initial appointment to a multi-year contract shall be for three (3) full
11 fiscal years. Subsequent reappointments shall be for four (4) years, and then five (5) years. All
12 subsequent contracts shall be for five (5) full fiscal years. **All multi-year contracts granted
13 effective July 1, 2017 or thereafter shall be for three (3) years, unless the employee is on a four-
14 year or five-year contract as of June 30, 2017.**

15 **For employees who are currently serving in a four-year contract as of June 30, 2017 their next**
16 **two succeeding contracts, if granted, shall be for four (4) years. Subsequently, all contracts**
17 **granted shall be for three (3) years.**

18 **For employees who are serving in a five-year contract as of June 30, 2017, their next two**
19 **succeeding contracts, if granted, shall be for five (5) years. The contract after that will be for four**
20 **(4) years. Subsequently, all contracts granted shall be for three (3) years.**

21 **All multi-year contracts granted effective July 1, 2017 or thereafter shall be for three (3)**
22 **years, unless the employee is on a four year or a five year contract as of June 30, 2017. For**
23 **employees who are serving in a four year contract as of June 30, 2017, all succeeding**
24 **contracts, if granted, shall be for four (4) years. For employees who are serving in a five year**
25 **contract as of June 30, 2017, all succeeding contracts, if granted, shall be for five (5) years.**
26 **A College/University may, in its sole discretion, grant a multi-year contract for a duration**
27 **longer than provided hereunder, but not for longer than five (5) years, as provided by N.J.S.A.**
28 **18A:60-14. The determination to grant or not to grant a multi-year contract for a duration longer**
29 **than provided hereunder and/or under the statute is not subject to the contractual**
30 **grievance/arbitration provisions.**

31 ~~After completion of five years of probationary service, all full-time employees not holding~~
32 ~~faculty rank hired after ratification of this Agreement, shall be considered for a three (3) year multi-~~
33 ~~contract. The next two succeeding multi-year contracts, if granted, shall be limited in term to three~~
34 ~~(3) years. All subsequent contracts, if granted, shall be for four (4) years.~~

35 When a member of the professional staff is offered a multi-year appointment or reappointment
36 contract, he or she shall be provided with the information described in Article XIII.B of the Master
37 Agreement.

38 The fiscal year is from July 1 to June 30. Contracts for professional staff members shall be
39 concurrent with the fiscal year. In order for the initial term of employment to qualify as a full fiscal

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year for purposes of the multi-year contract probationary period, employment under the contract must begin no later than December 31.

B. Multi-Year Contract Appointments and Reappointments

Each candidate for a multi-year appointment or reappointment contract shall undergo a thorough and rigorous review of his or her qualifications for continued employment at the College/University, and such employee will be expected to present evidence of past performance and future potential such as to warrant the granting of a multi-year contract in the candidate's professional staff position. ~~A renewal contract, if granted, shall be granted in accordance with the terms of Section A of this Appendix. In the event that the candidate's contract is not renewed, notice of non-renewal shall be issued by the College/University in accordance with N.J.S.A. 18A:60-6 et. seq. and Article XIII of this Master Agreement. Notice of non-renewal is subject to appeal pursuant to Article VII.E.4 of this Master Agreement.~~ Subsequent to a notice of non-renewal to an employee, ~~In lieu of non-renewal,~~ a College/University may, in its discretion, declare the terminal year of a then current multi-year contract as a Performance Improvement Year ~~extend an existing multi-year contract by one (1) full fiscal year, to be accompanied by a Performance Improvement Plan (PIP). The College/University's declaration of the Performance Improvement Year provided herein shall dismiss any pending grievance challenging the non-renewal based on performance. The PIP shall be developed in consultation and cooperation with the employee and representatives of the LOCAL union, provided however that the College/University shall have final decision making authority as to the content of the PIP, which is not subject to review. Compliance with the PIP shall be as set forth in the PIP.~~ If the College/University determines, in its discretion, that the professional staff member has complied with the PIP ~~shall render the professional staff member shall be eligible for renewal of their contract~~ ~~reappointment~~ in accordance with Section A of this Appendix. Failure to comply with the PIP shall subject the professional staff member to non-renewal at the conclusion of the one-year extension. Notice of non-compliance shall be provided to the professional staff member no later than April 1 of the terminal extended contract year. In the event of a dispute over the compliance of the PIP, the employee may appeal to the President ~~or his/her designee~~ for administrative review. The final determination of whether to renew a contract after a terminal PIP year shall not be subject to the contractual grievance/arbitration provision.

[Paragraphs C remain unchanged]

D. Definition of Immediate Supervisor

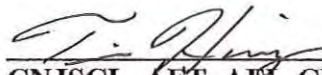
For the purposes of this Article only, the immediate supervisor shall be construed as that employee, including Department Chairpersons, supervisory, management-level person not included in the State College/University negotiating unit who is first reached in the normal chain

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of command leading from the candidate pursuant to functional reporting relationships,
established prior practices and/or prior agreement at each individual College/University.
Notwithstanding the foregoing, and without waving any legal rights, the parties agree that
during the term of this Agreement, this subsection does not and is not intended to modify, alter or
amend Article I Section A of this Agreement. ~~during the term of this agreement, the State/Colleges~~
~~and Universities will not seek to remove employees, including Department Chairpersons, set~~
~~forth in this provision from the negotiations unit because they supervise other employees.~~
parties agree that no member of the bargaining unit performing a function described at
Article I, Section A, "Included" subsections 1 through 10 satisfies the definition of
"supervisor" developed under N.J.S.A. 34:13A 1 et. seq.

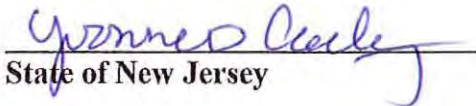
[Paragraphs E and G remain unchanged]

Appendix 1, Article 1
Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date



State of New Jersey

6 / 29 / 2017
Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
October 23, 2015 Proposals of the State of New Jersey

Contract Provision: Appendix 1, Article II – Career Ladder

Proposed Change: Delete:

~~A joint UNION-STATE committee will consider the subject of career ladder. If the STATE and the UNION agree that certain positions should be reclassified into a series of positions involving a career ladder, a joint recommendation will be made to the applicable authority.~~

Tentative Approval



CNJSCL, AFT, AFL-CIO

5, 6, 16

Date



State of New Jersey

5, 6, 16

Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
October 23, 2015 Proposals of the State of New Jersey

Contract Provision: Appendix 1, Article III – Preservation of Rights

Proposed Change: Delete:


~~Nothing contained in this Appendix shall be construed to prejudice the positions of the parties with respect to the issue of the number and/or percentages of members of the professional staff who may serve on multi-year appointment contracts.~~

Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date



State of New Jersey

6 / 29 / 17
Date

State of New Jersey and CNJSCL, AFT, AFL-CIO
August 25, 2016 Proposal of the State of New Jersey

Contract Provision: Letter of Agreement IV F- Health Benefits In Retirement

Proposed Change: Modify to read as follows:

F. Those employees who have 20 or more years of creditable service on June 28, 2011 and who accrue 25 ~~or~~ **more** years of pension service credit **and retire** or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required by law. **For the duration of this contract, or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract,** Those employees who have fewer than 20 years of creditable service on June 28, 2011 and who accrue 25 years of pension **credit and retire** or retire on a disability retirement on or after July 1, 2011 will, **for the duration of their retirement,** contribute toward the cost of post-retirement medical benefits in accordance with **the grid established by** P.L. 2011, c. 78. Pursuant to P.L. 2011, c. 78, the Retiree Wellness Program will not apply to employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.

Tentative Approval



CNJSCL, AFT, AFL-CIO

06 / 29 / 2017
Date



State of New Jersey

6 / 29 / 2017
Date

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Contract Provision – New

Propose Change – New side letter to read as follows

Employees serving in the State Generic Title of Program Assistant shall be reclassified to the State Generic Title of Professional Services Specialists IV. These employees shall be placed on the step of the new range that is equal in salary or if no step is equal in salary, on the next higher step.

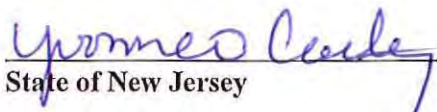
Anniversary dates shall be calculated pursuant to Article XXII, Section C.1.

Effective on or after the date of ratification of this Agreement, no newly hired employee will be titled in the State Generic Title of Program Assistant.

Tentative Approval


CNJSCL, AFT, AFL-CIO

06, 29, 2017
Date


State of New Jersey

6, 29, 2017
Date

Letter of Agreement

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


[Signature] 6/29/17 Yvonne D. Cleary 6/29/17
CNU SCL, AFT, AFLCIO / DATE State of New Jersey / Date

THE STATE OF NEW JERSEY
And
CNJSCL, AFT, AFL/CIO CONTRACT

The State and the Council agree upon ratification, the grievance set forth below shall be deemed withdrawn by the Council with prejudice:

1. Increment grievance dated July 27, 2015 and April 1, 2016 - OER 14403 and any other matters connected to this grievance.

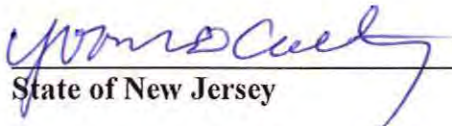
Tentative Approval:



CNJSCL, AFT, AFL-CIO

06/29/2017

DATE



State of New Jersey

6/29/17

DATE