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 13 day of DECEMBER 2019, by and between the State of New Jersey (the "State") and the Council of New Jersey State College Locals, AFT, AFL-CIO (the "Union").

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Union in the State Colleges/Universities Adjunct Unit that was in effect from July 1, 2015 through June 30, 2019 is hereby renewed for the term of July 1, 2019 through June 30, 2023, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

1. Article V: Dues Deduction (Sections B and C)
2. Article VI: Grievance Procedure (Sections B and D.1)
3. Article VII: Discipline (Section C)
4. Article VIII: Union-Employer Information Exchange (Section B.1 and E)
5. Article XII: Adjunct Faculty Workload (Section D)
6. Article XIII: Appointment of Employees (Sections D, E, G, and H)
7. Article XIV: Salary (Sections A and C)
8. Article XXV: Negotiation Procedures (Section A)
9. Article XXVI: Duration and Termination

Any language in the parties' July 1, 2015 through June 30, 2019 Collective Negotiations Agreement not expressly modified by the attached agreements will remain unchanged in the parties' July 1, 2019 through June 30, 2023 Collective Negotiations Agreement, except to the extent that minor changes my need to be made because of changes to other provisions.

This Memorandum of Agreement is subject to ratification by the Union's 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All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.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 ON BEHALF OF:

DATED:	DATED:
THE STATE OF NEW JERSEY	FOR THE COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT, AFL-CIO
By: Yvonne O'Cadley	By:

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
State's Proposal 1
May 10, 2019

V
DUES DEDUCTION

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~~B. Representation Fee (Agency Shop)~~

~~1. Purpose of Fee~~

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

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

~~2. Amount of Fee~~

~~Prior to the beginning of each contract year, the UNION will notify the STATE in writing of the amount of regular membership dues, initiation fees and assessments charged by the UNION to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.~~

~~The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.~~

~~3. Deduction and Transmission of Fee~~

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

~~4. Demand and Return System~~

~~The representation fee in lieu of dues shall only be available to the UNION if the procedures hereafter are maintained by the UNION.~~

~~The burden of proof under this system is on the UNION.~~

~~The UNION shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the UNION that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.~~

~~The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.~~

~~The employee shall be entitled to a review of the amount of the representation fee by requesting the UNION to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the UNION.~~

~~The UNION shall submit a copy of the UNION review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the UNION establishes and maintains this review system.~~

~~If dissatisfied with the UNION's decision, the employee may appeal to a three-member board established by the Governor.~~

~~5. STATE Held Harmless~~

~~The UNION hereby agrees that it will indemnify and hold the STATE harmless from any claims, actions or proceedings brought by any employee in the negotiations~~

~~unit which arises from the STATE's agreement to make deductions in accordance with this provision. The STATE shall not be liable to the UNION or employee for any retroactive or past due representation fee for an employee who was identified by the STATE as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.~~

~~6. Legal Requirements~~

~~Provisions in this clause are further conditioned upon all other requirements set by statute.~~

* * *

DATED: 5/10/19

State of New Jersey

DATED: 5/10/2019

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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
Tentative Agreements
December 13, 2019

V
DUES DEDUCTION

* * *

C. If after the College/University receives a proper notice from an employee revoking dues authorization, the College/University deducts union dues from the employee and transmits dues to the Union, the Union shall be solely responsible for returning to the employee any dues the Union improperly received.

DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

VI
GRIEVANCE PROCEDURE

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B. Definition of a Grievance

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

1. A breach, misinterpretation or improper application of terms of this Agreement; or

2. An arbitrary or discriminatory application of, or failure to act pursuant to, the applicable policies or rules of a College/University~~Board of Trustees~~, or applicable regulations or statutes which establish terms and conditions of employment.

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

* * *

D. Formal Steps

1. Step One

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

a) the article and section of this Agreement alleged to have been breached, misinterpreted, or improperly applied

b) the applicable policy or rule of a College/University~~Board of Trustees~~, which establishes terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied or not followed;

c) a description of how the alleged violation occurred;

d) the date of the alleged violation;

e) the proposed remedy.

Where the nature of the grievance suggests that it would be appropriate, the grievant may be requested by the President or his or her designee to meet any

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

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

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DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
Tentative Agreements

VII
DISCIPLINE

* * *

C. If an employee is discharged for cause during the term of a one semester contract, the employee~~he/she~~ shall, if requested, be provided with the reason(s) for the dismissal within 10 calendar days of receipt of request and given an opportunity to meet with the Dean~~present his/her position at a meeting with the President or his or her designee~~, and, if requested by the employee, may bring a Union representative.

* * *

DATED: October 25, 2019

State of New Jersey

DATED: October 25, 2019

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

CNJSCL Adjunct Unit
Tentative Agreement

VIII
UNION-EMPLOYER INFORMATION EXCHANGE

(Section A. unchanged)

B.1. Each College/University agrees to furnish to the UNION and the Local UNION, ~~as soon as is practicable but no later than the first pay date of each semester a~~ ~~preliminary~~ register of negotiations unit members teaching that semester. ~~Each College/University agrees to furnish to the UNION and the Local UNION,~~ no later than the fifth week of ~~each~~ the fall 2018 semester and ~~on January 1, 2019 and every 120 calendar days thereafter~~ on February 1, June 1 and October 1 ~~once again at the end of the semester~~, a final register of negotiations unit members teaching that semester. The ~~Both preliminary and final~~ registers shall be provided in digital form transmitted by e-mail. ~~Beginning July 1, 2018 and every 120 calendar days thereafter, each College/University shall provide an additional register of employees.~~ The information shall be in the form of an Access file or an Excel file with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Work Telephone Number
8. Home Telephone Number, if on file with the College/University
9. Personal Cellular Telephone Number, if on file with the College/University
10. Number of Credits Taught
11. Department
12. Date of Initial Hire
13. College/University e-mail address
14. Personal Email Address, if on file with the College/University
15. Unique employee identifying numbers
16. Pension Plan

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

Each College/University shall report to the Local UNION any changes to the employee's identifying number within a reasonable time after the change.

(Sections B.2. – B.4., C. & D. unchanged)

CNJSCL Adjunct Unit
Tentative Agreement

State's 7/24/18 Counterproposal to CNJSCL Adjunct Unit proposal on 7/10/18

E. New Employees Each College/University shall, within 10 calendar days from the date of hire of negotiations unit employees, provide the following information to the Local UNION in an Excel file format with the following fields:

1. **Last Name**
2. **First Name**
3. **Street Address**
4. **City**
5. **State**
6. **Zip**
7. **Work Telephone Number**
8. **Home Telephone Number, if on file with the College/University**
9. **Personal Cellular Telephone Number, if on file with the College/University**
10. ~~**Number of Credits Taught**~~
11. **10. Department**
12. **11. Date of ~~Initial~~ Hire**
13. **12 College/University e-mail address**
14. **13 Personal Email Address, if on file with the College/University**
15. ~~**14. Unique employee identifying numbers**~~
16. ~~**Pension Plan**~~

For the Governor's Office of Employee Relations

DATE: 1/30/19

For the Council of New Jersey State College Locals AFT/AFL-CIO

DATE: 1/28/19

XII
ADJUNCT FACULTY WORKLOAD

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D. In the event that an adjunct faculty member is hired for an assignment other than a standard teaching assignment (e.g., developing or revising an online course or program), compensation shall be in accordance with existing practices, or, where such practices are not in existence, compensation shall be negotiated locally in accordance with the New Jersey Employer-Employee Relations Act and its governing regulations (exclusive of PERC's impasse procedures). Notwithstanding any language in this Agreement to the contrary and for purposes of this provision only, matters of compensation set forth in a local agreement negotiated pursuant to this section, regarding compensation in the event that an adjunct faculty member is hired for an assignment other than a standard teaching assignment, shall be enforceable through binding arbitration and subject to the provisions under Article VI.

DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
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December 13, 2019

XIII
APPOINTMENT OF EMPLOYEES

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

E. If a course that an employee is assigned to teach is cancelled after the first class taught or if an employee's assigned course is given to a full time faculty member, professional staff member, administrator or another adjunct faculty member after the first class is taught the employee will be paid the equivalent of one and one-half (1.5) of a~~one (1)~~ credit hour.

F. Appointment of employees is a matter of academic judgment and managerial prerogative. However, an adjunct faculty who is currently teaching a course shall be given initial consideration for appointment by the department in which the same course is to be offered in the successive semester. This provision shall not be subject to the grievance procedure.

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

G. All training that is mandated for College/University employees by federal or state law and training that relates to the work for which adjunct faculty are hired and that is mandated by the policies of the College/University shall be required for adjunct faculty as a condition of their employment within their regular compensation as set forth in Article XIV.A. Such specific training obligations shall be set forth in the adjunct faculty employment contract and shall not exceed four hours in any term. Should the College/University require training in excess of that amount, it will, following completion of said training, compensate adjunct faculty at a rate of $25 per hour. In the event an existing locally negotiated agreement provides adjunct faculty compensation for such training that is greater than $25 per hour or the parties mutually agree to locally negotiate compensation for such training, then such locally negotiated agreement shall control.

H. Adjunct faculty who are not offered a letter of appointment contract, and who taught at the College/University during the immediate preceding semester, may, if applying for the unemployment compensation, request written notice from the College/University that the employee will not be receiving such an offer. Such letters, if requested, shall be issued within ten (10) calendar days of the request.

DATED: December 13, 2019

Yvonne D Courtney
State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO(Adjunct Unit)

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
Tentative Agreements
December 13, 2019

XIV
SALARY

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

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Adjunct Faculty who have taught thirteen (13)~~fourteen (14)~~ or more semesters at the individual College/University will receive an additional $50 per credit as set forth below. A semester is defined as Fall or Spring.

Date	1-12~~13~~ semesters	13~~14~~+ semesters
~~September 2015~~	~~$1300~~	~~$1350~~
~~September 2016~~	~~$1300~~	~~$1350~~
~~September 2017~~	~~$1400~~	~~$1450~~
~~September 2018~~	~~$1475~~	~~$1525~~
Spring Semester 2020	$1,505	$1,555
September 2020	$1,575	$1,625
September 2021	$1,630	$1,680
September 2022	$1,705	$1,755

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

* * *

C. Compensation will be paid biweekly consistent with the payroll policies of the College/University and on pay periods established by the State. The College/University shall ensure that all adjunct faculty are paid on the first payday of the semester, inter-session, pre-session and summer session that corresponds to the pay period dates in which the work was first performed to the extent administratively

1 feasible. If an employee has not received compensation as designated above, s/he shall
2 be paid by the College/University in a subsequent payroll.

3 * * *

DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

4

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO (State Colleges/Universities Adjunct Unit)
Tentative Agreements
December 13, 2019

XXV
NEGOTIATIONS PROCEDURES

A. New Agreement

The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2023~~2019~~ subject to the provisions set forth in Article XXVI, Duration and Termination. Collective negotiations shall commence no later than October 1, 2022~~2018~~, unless an alternative date is mutually agreed upon.

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

DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

XXVI
DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 2019~~2015~~ until June 30, 2023~~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 the other party in writing by certified mail and/or electronic mail no later than October 1, 2022~~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 the Director, Office of Employee Relations, P.O. Box 228, Trenton, New Jersey 08625, and the UNION addressed to the President, Council of New Jersey State College Locals, AFT, AFL-CIO, 1435 Morris Avenue, Ste. 3-A, Union, New Jersey 07083.

DATED: December 13, 2019

State of New Jersey

DATED: December 13, 2019

Council of New Jersey State College Locals, AFT, AFL-CIO (Adjunct Unit)

ARTICLE X
UNION RIGHTS

A. Access, Meetings and Orientations

The administration shall permit representatives of the UNION to transact official business on College/University campuses provided that this shall not interfere with or interrupt normal College/University operations, ~~except as provided in paragraphs 1-3 below~~

1. Union representatives shall have the right to meet with individual employees on the premises of the Colleges/Universities during the work day only during the non-work time to investigate and discuss grievances, workplace-related complaints, and other workplace issues dealing with terms and conditions of employment and;

2. Conduct worksite meetings during non-work time, ~~and before and after the workday~~, on the employer's premises to discuss workplace issues dealing with terms and conditions of employment, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.

3. The College/University shall notify the Local Union no less than seven (7) calendar days in advance of each new employee orientation held by the College/University. Union representatives shall have the right to meet with newly hired Adjunct Faculty, without charge to the pay of the employees, for ~~a~~ up to seventy-five (75) minutes if there are more than five (5) unit employees (5 or less 30 minutes) ~~forty-five ninety minutes minimum of thirty (30) and a maximum of one hundred twenty (120) minutes, which shall be locally negotiated.~~ within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings (5 or less employees), but for no more than 30 minutes. Arrangement of any such individual or group meetings is the responsibility of the Local UNION.

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D. Distribution of Materials

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

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

3. The UNION and Local UNION shall have the right to use the email systems of the Colleges/Universities to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues dealing with terms and conditions of employment, and internal union matters involving the governance or business of the union. The usage of the email system is subject to each College/University policy and practice.

E. Space and Facilities

~~It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College/University.~~ The UNION shall have the right to use buildings and other facilities that are owned or leased by the College/University to conduct meetings with unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with College/University operations. The Union or Local union shall use existing procedures to request the use of specific spaces in the buildings or facilities of the College/University. New or revised procedures shall be agreed to by each College/University and the Local Union if no procedures exist or operational needs require revised procedures. Meetings conducted in College/University buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The UNION may be charged for maintenance, security and other costs related to the use of the College/University building or facility that would not otherwise be incurred.

The administration shall also permit the UNION to use designated College/University equipment at reasonable times when such equipment is not otherwise in use.

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

(Sections F. – I. unchanged)

J. Confidentiality

The home addresses, phone numbers, email addresses, dates of birth, and negotiation units and groupings of employees, and the emails or other communications between employee organizations and their members, prospective members, and non-members, are not government records and are exempt from any disclosure requirements of P.L.1963, c.73 (C.47:1A-1 et seq.).

DATED: 12/13/19

Yvonne O Carter

State of New Jersey

DATED: 12/13/19

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