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IDnum 369 **Language** English **Country** United States **State** NJ

Union AFT (American Federation of Teachers) AFL-CIO

Local

Occupations Represented
Teachers—postsecondary

Bargaining Agency State of New Jersey

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 1999 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

State - Union Agreement Adjunct Unit

July 1, 1999 — June 30, 2003

AGREEMENT

This Agreement is made as of the 8th day of October 1999, by and between the State of New Jersey (herein called the STATE) and the Council of New Jersey State College Locals, AFT, AFL-CIO (herein called the Union).

Where as the parties hereto have entered into collective bargaining negotiations and desire to reduce the results thereof to writing NOW THEREFORE, it is mutually agreed as follows:

PREAMBLE

This Agreement has as its purpose the promotion of harmonious employee relations between the STATE, the State Colleges and Universities and the employees represented by the UNION; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of wages, hours of work and other terms and conditions of employment. Now therefore, in consideration of the mutual promises of this Agreement, the parties agree as follows:

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I. Recognition and Definition of Terms; II. Non-Discrimination; III. No Strike or Lockout; IV. Continuing Consultation; V. Dues Deduction; VI. Grievance Procedure; VII. Management Rights; VIII. Union-Employer Exchange; IX. Personnel Files; X. Union Rights; XI. Appointment of Employees; XII. Salary; XIII. Reimbursement for Travel; XIV. Safe Conditions; XV. Local Resolution of Issues; XVI. Availability of the Agreement; XVII. Maintenance and

**Implementation of the Agreement; XVIII. Savings Clause; XIX.
Negotiation Procedures; XX. Duration and Termination**

[Jump to Side Letters of Agreements - click on asterisk](#)

[* Side Letter of Agreement I - Employee Rights](#); [* Side Letter of Agreement 2 - Academic Freedom](#)

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the Colleges/Universities hereby recognize the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing the institutions set forth in Paragraph B.2 below, the composition of which is described as follows:

1. Included:

a. All adjunct faculty teaching credit courses who commence employment at a College/University for at least their second semester within the past two academic years. Summer session, pre-session and inter-session courses are not considered as employment to determine eligibility for inclusion in the unit. However, an adjunct faculty member who teaches in the summer session, pre-session or inter-session immediately following a semester in which he/she is included in the unit will be included in the unit during such summer session, pre-session or inter-session.

b. Adjunct faculty members shall be included in the negotiations unit upon commencing their second semester within two consecutive academic years at the College/University and shall retain their membership in the unit until they are not employed by the College/University for both the fall and spring semesters of an academic year.

c. Adjunct faculty members not employed by the College/University for both the fall and spring semesters of an academic year will be removed from the unit at the beginning of the second semester of the academic year in which the adjunct faculty member is not employed at the College/University.

d. An adjunct faculty member who has been removed from the unit and is subsequently reemployed by the College/University as an adjunct faculty member shall be eligible for inclusion in the negotiations unit when the adjunct faculty member meets anew the standards set forth in A.1. above.

e. An adjunct faculty member included in the unit at one College/University, who also teaches a course or courses at another College/University, will not be covered by the terms of this Agreement at the second College/University until the requirements of A.1(a) above are complied with at the second College/University.

f. During any period of time that an adjunct faculty member is not under contract, the adjunct faculty member is not covered by any provision of this Agreement.

2. Excluded:

a. Members of the full-time/part-time unit of faculty, librarians, and professional staff at the State Colleges/Universities;

b. State College/University President and Vice Presidents;

c. Deans, Associate and Assistant Deans, and other managerial executives and confidential employees at the State Colleges/Universities;

d. All State employees, including employees at the University of Medicine and Dentistry of New Jersey, the New Jersey Institute of Technology, Rutgers University and the judiciary, who are excluded from negotiations units because they are managerial executives or confidential employees;

e. Supervisors within the meaning of the Act at the State Colleges/Universities;

f. Bookstore staff, food service staff, etc. at the State Colleges/Universities;

g. Graduate assistants at the State Colleges/Universities;

h. All persons at the State Colleges/Universities included in other negotiations units;

i. All officers and persons included on the union or management negotiations teams in all State negotiations units, including those at the University of Medicine and Dentistry of New Jersey, the New Jersey Institute of Technology, Rutgers and the judiciary;

j. All employees employed by or holding office in local, county, State or Federal governmental departments, agencies or bodies where the responsibilities of the employees include monitoring or

evaluating the Colleges/Universities, rendering decisions or issuing policies affecting the Colleges/Universities or having information regarding the Colleges/Universities that are not otherwise available to the public or in advance of any public disclosure;

k. All employees and consultants of the New Jersey Association of State Colleges and Universities, Inc.

l. All others B. Definition of Terms Unless otherwise indicated, the following when used herein shall mean:

1. "Employee" refers to employees in the certified negotiating unit described in Paragraph A. above.

2. "College/University" refers to: The College of New Jersey Kean University Montclair State University New Jersey City University Ramapo College of New Jersey Richard Stockton College of New Jersey Rowan University William Paterson University

3. "Local UNION" refers to that constituent local of the UNION at a College/University of which employees working at that college are members.

ARTICLE II

NON-DISCRIMINATION

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference, or discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, physical handicap, or political activity, private conduct or

union activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE III NO STRIKE OR LOCKOUT

The UNION agrees it will refrain from any strike, work stoppage, slowdown or other job action, and will not support or condone any such job action. The STATE agrees that it will refrain from locking out its employees.

ARTICLE IV CONTINUING CONSULTATION

A. The UNION and the STATE shall upon the request of either party establish meetings during the third week of October and April for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings; rather, they are intended as a means of fostering good employer-employee relations.

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

C. The requests of either party for such meetings shall include an agenda of topics to be discussed and shall be submitted seven (7)

days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

D. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE V

DUES DEDUCTION

A. 1. The STATE agrees to deduct from the salaries of all employees dues for the appropriate Local UNION named below, as individual employees may voluntarily authorize as provided in Chapter 310, New Jersey Public Laws of 1967, the STATE to make such deductions and where such authorization is properly presented to the STATE.

The College of New Jersey Local 2364, Kean University, Local 6024 Montclair State University Local 6025, New Jersey City University Local 1839, Ramapo College of New Jersey Local 2274, Richard Stockton College of New Jersey Local 2275, Rowan University Local 2373, William Paterson University Local 1796. The deduction will be made in equal amounts biweekly pursuant to Chapter 310, New Jersey Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended, beginning the first payroll period after receipt of the authorization card. Said monies will be transmitted by the fifteenth of the month following the month in which deductions were made to the designated Local UNION treasurer. Each of the above Local UNIONS shall certify to the STATE in writing the current rate of its membership dues.

2. Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

3. Any changes in the UNION 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.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

a) Subject to the conditions set forth in 1(b) below, all eligible non-member employees on the payroll in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 2003. 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 that more than 50% of the eligible employees in the negotiations unit on the payroll are dues paying members of the UNION. If, at the signing of this Agreement, the above percentage has not been achieved, the agency fee plan will not be implemented. If the minimum percentage is exceeded on April 21 of any spring semester or December 1 of any fall semester after the signing of the Agreement, the plan will be put into effect at the beginning of the next semester with proper notice to affected employees by the STATE. Thereafter, an assessment will be made on April 21 of each spring semester and December 1 of each fall semester to

determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following assessment. If it has not, the agency fee will be discontinued at the beginning of the next semester and eligibility for reinstatement shall be on a semester basis.

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 each 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.

C. Political Checkoff

Pursuant to legislation, the STATE shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the negotiations unit a sum specified by the UNION and not to exceed the limits prescribed by law, for the purpose of contributing to the **UNION Committee on Political Education (COPE)**. This provision applies to present and future members and non-member employees in the negotiations unit. The fee deductions referred to above shall be forwarded to the Local UNIONS promptly and in accordance with the provisions of applicable law.

ARTICLE VI GRIEVANCE PROCEDURE

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

B. Definition of a Grievance

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

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An arbitrary or discriminatory application of, or failure to act pursuant to, the applicable policies or rules of a Board of Trustees which establish terms and conditions of employment. There shall be no right to grieve management's decisions and related procedures to employ or not employ adjuncts in connection with either initial or subsequent employment. Decisions to cancel courses which were scheduled to be taught, discipline, and academic judgments also are not grievable.

C. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his or her immediate supervisor on an informal basis. At the employee's option, he or she may request the presence of a UNION representative. If the employee exercises this option, the

supervisor may determine that such grievance be moved to the first formal step. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step. Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the College/University official responsible for the administration of the first formal step of the grievance procedure.

D. Formal Steps

1. Step One

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

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

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

meet any involved official of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20) calendar days of receipt of the grievance, 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.

2. Step Two

If the aggrieved employee is not satisfied with the disposition of the B.1 grievance at Step One, or should no decision be forthcoming in the prescribed time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any policy of the STATE or any Board of Trustees. In all cases, the burden of proof is on the grievant. If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue. This decision shall be rendered on the day of the hearing when possible. A subsequent day of hearing will occur only if the arbitrator determines the matter to have been timely filed. Any costs resulting from this procedure shall be shared equally by the parties. The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision. The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case or cases. When a member of the panel is unable to serve, another member shall then serve by random selection. Each member of the panel serves by mutual agreement of the STATE and the UNION and may be removed at any time by either party through written notice to the other. In the event it is necessary for the parties to select a new panel member, and the parties

are unable to agree on such new panel member, an ad hoc replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree upon a new panel.

E. Time Limits

1. A grievance must be filed at Step One within forty-five (45) calendar days from the date on which the act which is the subject of the grievance occurred or forty-five (45) calendar days from the date on which the individual employee should reasonably have known of its occurrence.

2. A group grievance that affects more than one College/ University must be filed with the individual designated by the College/University Presidents to receive multi-college group grievances. The grievance statement must include the names of all the affected Colleges/ Universities and a notice that the grievance is a group grievance. A copy of the group grievance must be simultaneously provided to the Director of the Office of Employee Relations.

3. The College/University Presidents will designate an individual to hear the group grievance on behalf of all the affected Colleges/ Universities.

4. The time limits applicable to Step One will also apply to group grievances.

5. Time limits provided for in this Article may be extended by mutual agreement of the parties at the level involved.

6. If the Step One decision of the College/University is not appealed within the appropriate time limit, such grievance will be considered closed and there shall be no further review or appeal.

7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the forty-five (45) day period provided in Section E.1 above, except that payroll errors and related matters shall be corrected to date of error.

F. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.

G. Grievance records shall not be part of the personnel file except by mutual agreement between the UNION and the College/University.

H. Nothing in this Article shall be construed as compelling the UNION to submit a grievance to arbitration.

I. The decision of the President or his or her designee cannot add to, subtract from, modify or amend the provisions of this Agreement, the laws of the STATE or any policy of the STATE or Board of Trustees.

ARTICLE VII MANAGEMENT RIGHTS

A. The STATE, the Colleges/Universities and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority and prerogatives of management possessed by the STATE, the Colleges/Universities and the Boards of Trustees are retained, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

C. The STATE and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

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.1. The STATE agrees to furnish to the UNION, no later than the fifth week of each semester, a register of negotiations unit members teaching that semester. The register shall be provided both in written form and either by email or on computer disk. The

computerized information shall be in the form of an Access file, an Excel file, or a delimited text file with the following fields:

1. Last Name*
2. First Name*
3. Street Address
4. City
5. State
6. Zip
7. Number of Credits Taught
8. Department*

The information delineated with an asterisk (*) above shall also be provided for adjuncts teaching that semester but not included in the negotiations unit, preferably on the same list/file.

2. At the same time as the aforesaid register is provided, the STATE shall provide the UNION with a list of employees on each campus earning above the applicable minimum salary rate set forth in Article XII. The list shall be provided both in written form and either by email or on computer disk. The computerized information shall be in the form of an Access file, an Excel file, or a delimited text file. Said list shall include last name, first name, and the per-credit rate at which the employee is being paid.

3. The UNION shall be provided with the class schedule including room assignments for all adjuncts included in the unit no later than the fifth week of each semester.

C. The STATE and the College/University administrations agree to furnish to the UNION, in response to written requests and within a reasonable time, which, where practicable, will not exceed fifteen (15) working days, information which is relevant and necessary to the negotiating of subsequent agreements; and to furnish all relevant publicly available information that shall assist the UNION in developing intelligent, accurate, informed, and constructive programs. If such requests affect more than one College/University, they should be sent directly to the Office of Employee Relations.

D. Each College/University shall maintain in a central location a copy of all generally applicable rules, regulations and policies of the College/University which regulate the conduct or work obligation of employees. Each College/University shall make generally known such central location and the hours during which employees may review the documents. Six (6) copies shall be provided to a designated representative of the Local UNION.

ARTICLE IX

PERSONNEL FILES

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

A. The College/University shall place in the file communications relating to the employee's competency.

B. All material received from department chairpersons, administrative officers or other responsible sources concerning an employee's competency, character, or conduct shall be signed by the originator before being placed in the employee's personnel file. Anonymous communications shall not be placed in the personnel file of any employee with the exception of documents specifically permitted under this Agreement or College/University procedures.

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with the employee's performance, shall be transmitted to the employee immediately. A copy of other filed items, including all items submitted by the employee, shall be made available to the employee upon request at the expense of the employee.

D. Any item which deals specifically with the employee's performance which was not previously transmitted to the employee and which is to be relied upon shall be made available to the employee and a reasonable time shall be provided for response.

E. An employee shall be given the opportunity to review the contents of his or her personnel file upon application to the College's/ University's designee. The employee shall have the opportunity to acknowledge that any item has been read by signing and dating the file copy. Such signature would not necessarily indicate agreement with its content nor will the absence of such signature be construed to necessarily indicate that the employee had not received or read any item in the personnel file.

F. Letters of recommendation relating to appointment which were solicited under conditions of confidentiality shall be excluded from

the employee's inspection and shall not be used in subsequent personnel actions unless the employee is provided with a copy.

G.1. An employee shall have the right to respond to any document in his or her personnel file. Such response shall be directed to the President of the College/University and shall be included in the employee's personnel file, attached to the appropriate document.

2. A representative of the UNION may, with the employee's written authorization, accompany said employee while he or she reviews his or her file.

H. Except as indicated in paragraphs E. and G.2. above, access to personnel files shall be limited to those individuals directly involved in the administration, analysis or evaluation of professional personnel.

I. Each personnel file shall contain a table of contents, arranged in chronological order, beginning with all entries made on or after January 1, 1998.

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.

ARTICLE X

UNION RIGHTS

A. 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.

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

C. Distribution of Materials The UNION shall have the right to use interoffice mail facilities to deliver mail within a College/University.

D. Space and Facilities It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College/University. The administration shall also permit the UNION to use designated College/University equipment at reasonable times when such equipment is not otherwise in use. The UNION shall pay the actual cost to the College/University of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

E. The STATE and the UNION will take into consideration the schedules of the affected employees, the principals themselves and other participants in scheduling negotiations, grievance hearings and other jointly scheduled meetings.

ARTICLE XI

APPOINTMENT OF EMPLOYEES

A. Prior to appointment contracts being offered, employees must advise the College/University in writing of any other employment, including employment as an adjunct.

B.1. When a prospective employee is offered appointment, he or she shall be provided with a letter of appointment contract. The letter of appointment contract shall include: **a)** The name of the employing College/University; **b)** The dates for which the appointment is effective; **c)** The salary rate; **d)** A specification of the course(s) to be taught, which will include the dates and times the prospective employee is to teach.

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

C. Any individual letter of appointment contract between the College/University and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement shall be controlling.

D. If an employee is discharged for cause during the term of a one semester contract, he/she shall, if requested, be provided with the reason(s) for the dismissal and given an opportunity to present his/her position at a meeting with the President or his or her designee.

E. If a course that an employee is assigned to teach is canceled after the first class taught by the employee, the employee will be paid the sum of \$100, or compensated on a pro rata basis, which ever is higher, for the first class. For each class taught beyond the first day, the employee will be compensated on a pro rata basis.

ARTICLE XII

SALARY (Salary Table)

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 for Fall semester, 1999, shall be \$525 for all Colleges/Universities except Rowan, where the minimum compensation shall be \$575. These rates shall increase by \$25 in each subsequent semester of the Agreement. Each College/University has the right to pay employees above the minimum adjunct 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 rate shall not be reduced in compensation during the term of this Agreement. Individuals who were hired by the College/University at a rate above the minimum shall not be reduced in compensation upon entering the negotiations unit provided that their duties remain the same. The payment of any employee above the minimum shall not entitle any other employee to such treatment.

B. Employees teaching during inter-sessions, pre-sessions and summer sessions shall be compensated at the rate applicable during the immediately preceding semester.

C. Compensation will be paid biweekly consistent with the payroll policies of the College/University.

D. The parties to this Agreement understand that the public services provided to the citizenry of the STATE of New Jersey require a continuing cooperative effort particularly during any period of severe fiscal constraints. They hereby pledge themselves to achieve the highest level of services by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

ARTICLE XIII

REIMBURSEMENT FOR TRAVEL

A. Whenever transportation is required as part of the duties of an employee and the employee uses his or her private vehicle, the College/University shall reimburse the employee for such use of his or her private vehicle at the rate established by College/University policy.

B. Employees shall be reimbursed for travel within forty-five (45) days of submission of the completed request for reimbursement and all required documents.

ARTICLE XIV

SAFE CONDITIONS

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated. Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists.

ARTICLE XV

LOCAL RESOLUTION OF ISSUES

Issues dealing with terms and conditions of employment which have, in this Agreement, been reserved for resolution between the Local UNION and an individual College/University, shall, when resolved, be in the form of a memorandum of agreement which shall then become the policy of the College/University.

ARTICLE XVI

AVAILABILITY OF AGREEMENT

Immediately after the signing of this Agreement by both parties, the STATE will reproduce the Agreement in sufficient quantities so that each employee may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The cover of the Agreement will include the seal of the STATE and the UNION insignia.

ARTICLE XVII

MAINTENANCE AND IMPLEMENTATION OF THE AGREEMENT

A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to the New Jersey Employer-Employee Relations Act, as amended.

B. 1. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

2. Whenever legislation is necessary to implement this Agreement, the STATE shall assume responsibility for seeking the introduction of such legislation.

C. Any policy, practice, rule or regulation of a College/University Board of Trustees or of a College/University Administration, pertaining to wages, hours, and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE XVIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations, or has the effect of making the STATE or a State College/University ineligible for Federal funds, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations between the STATE and the UNION with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE XIX

NEGOTIATION PROCEDURES

A. New Agreement

The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2003 subject to the provisions set forth in Article XX, Duration and Termination. Collective negotiations shall commence no later than October 1, 2002, unless an alternative date is mutually agreed upon.

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

ARTICLE XX

DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 1999 until June 30, 2003. 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 no later than September 1, 2002 or September 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, 420 Chestnut Street, Union, New Jersey 07083.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this 8th day of October, 1999.

FOR THE STATE OF NEW JERSEY:

Philip B. Whitcomb, Director Governor's Office of
Employee Relations

FOR THE STATE COLLEGES:

Dr. Ronald Applbaum, President Kean University

Dr. R. Barbara Gitenstien, President The College of New Jersey

Dr. Vera King Farris, President Richard Stockton College of New
Jersey

Dr. Carlos Hernandez, President New Jersey City University

Dr. Donald Farish, President Rowan University

Dr. Robert Scott, President Ramapo College of New Jersey

Dr. Arnold Speert, President William Paterson University

Dr. Susan Cole, President Montclair State University

FOR THE COUNCIL OF NEW JERSEY STATE COLLEGE
LOCALS AFT/AFL-CIO:

Mr. Nicholas C. Yovnelo, President Council of New Jersey State
College Locals

Mr. Robert Arey, President Local 1839, Jersey City State College

Dr. Linda Dye, President Local 1796, William Paterson College

Ms. Vijay Sargis, President Local 6025, Montclair State University

Dr. Ralph Edelbach, President Local 2364, The College of New Jersey

Dr. William Loeffler, President Local 6024, Kean University

Mr. Michael McGarvey, President Local 2275, Richard Stockton College

Dr. Wayne Hayes, President Local 2274, Ramapo College

Dr. Chester Zimolzak, President Local 2373, Rowan University

SIDE LETTER OF AGREEMENT I

EMPLOYEE RIGHTS

The process for changing College/University policies and practices on space for meeting with students, mailboxes, access to telephones and office equipment, parking, inclusion in the roster or directory of faculty, identification cards, desk and storage space, computer access, method by which employees will be notified of full-time and part-time vacancies, notice of appointment, tuition waiver, copies of evaluations and similar items is as follows:

1. The Local UNION shall present requested changes in writing to the College/University President, or the President's designee shall present requested changes, where negotiable, in writing to the Local Union President.

2. The College/University President's designee will meet with the Local UNION President or his/her designee to discuss the requested changes.
3. If the issues are not resolved, then a committee will be established to examine them. The composition of the committee will include three designees appointed by the Local UNION and three management representatives appointed by the College/University President.
4. The committee shall report its recommendations to the College/University President.
5. The College/University President or his or her designee shall meet with the Local UNION President or designee thereof to discuss the recommendations of the committee prior to formally making his or her decision.
6. If the aforementioned committee is unable to reach a consensus and make a recommendation to the President in a timely manner, then a representative from the Council of New Jersey State College Locals, AFT, AFL-CIO and a representative from the Office of Employee Relations will be added to the committee to facilitate the process.
7. The process set forth in Sections 3-6 will be implemented only once during the term of the Agreement with respect to any given issue, unless the Local UNION and the College/University agree to reopen the matter.
8. Policies adopted pursuant to this procedure shall be subject to the grievance procedure set forth in Article VI.B.2.

SIDE LETTER OF AGREEMENT II

ACADEMIC FREEDOM

All adjuncts included in the unit are covered under the academic freedom policies of the Colleges/Universities where they are employed.