

ARTICLE XXVIII
TUITION REIMBURSEMENT

A. Employees enrolled in a terminal degree program related to their areas of teaching or work as approved by the President of the College/University may receive tuition reimbursement at a rate of \$150 per credit or the actual tuition, whichever is less, during the term of this Agreement.

B. Employees may also be granted tuition reimbursement as described in Section A above for graduate study necessary to increase such employees' expertise in his or her area of teaching or work as determined by the President.

C. Tuition reimbursement under Sections A or B above shall not exceed twelve (12) credits per year or a total of forty-five (45) credits during their years of employment at any College/University.

D. In order to receive a commitment for reimbursement the employee must submit a written request to the President prior to enrollment in a course of study, stating the basis for the request for reimbursement. Within twenty (20) calendar days the President or his or her designee will respond in writing as to whether the College/University will provide reimbursement subject to the availability of funds. The President or his or her designee will meet with the Local UNION to determine appropriate procedures for submission of the application to an appropriate advisory person or group in the applicant's area of teaching or work.

E. In order to secure reimbursement the employee must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the President or his or her designee.

F. The course of study may be at any accredited institution.

G. The College/University will cooperate in arranging employees' schedules to allow them to take advantage of the benefits of this program.

H. The operation of this program is subject to the availability of funds as set forth in Article XXI, except that the President may make additional funds available. The President will advise employees by no later than July 15 of the year involved of the amount of funds available.

In the event that funds are not sufficient to meet all requests which would otherwise be approvable, priority shall be given to 1) those employees who are enrolled in a terminal or graduate degree program for which the employee previously received tuition reimbursement, 2) those employees embarking upon an approved terminal or graduate degree program, and 3) all other circumstances.

ARTICLE XXIX
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 indicating special competencies, achievements, research, performance and contributions of an academic, professional or civic nature. An employee may submit to the College/ University such commendations which he or she deems worthy to be included in his or her personnel file.

B. All material received from committees, department chairpersons, administrative officers or other responsible sources concerning an employee's competency, service, 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 provided for in the evaluation procedure.

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure 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, except for the first ten (10) pages each year, which shall be free of charge.

D. Any item which deals specifically with an employee's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the employee and which is to be relied upon in personnel actions shall be made available to the employee and a reasonable time provided for response. The item and response shall be placed in the employee's personnel file.

E. An employee shall be given the opportunity to review the contents of his or her personnel file upon application. The employee shall have the opportunity to acknowledge that any item has been read by signing 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 initial appointment which were solicited under conditions of confidentiality shall be excluded from the employee's inspection but shall not be used in personnel actions subsequent to full-time employment.

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 February 22, 1974.

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 XXX SAFE CONDITIONS

The College/University will discharge its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertain to health and safety matters. This paragraph is not subject to the grievance procedure.

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.

Each College/University that has a safety committee that deals with safety issues affecting employees covered by this Agreement shall include as a member of that committee a designee of the UNION. This aforementioned right does not apply to safety committees created pursuant to other negotiated agreements.

ARTICLE XXXI LIABILITY CLAIMS INDEMNIFICATION

A. Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

B. For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid statutes.

1. Defense of Employees

a. Except as provided in paragraph 2. below, the Attorney General shall, upon

request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his/her employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.

b. The Attorney General may refuse to provide for the defense of an action referred to in paragraph 1. above if he/she determines that:

(1) the act or omission was not within the scope of employment; or

(2) the act or failure to act was because of actual fraud, willful misconduct or actual malice; or

(3) the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

c. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he/she concludes that representation is in the best interest of the State.

d. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

e. The Attorney General may provide for a defense by an attorney from his/her own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

2. Indemnification

a. If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

b. If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if he/she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his/her employment as an employee of the State and the State fails to establish that he/she acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that he/she was entitled to a defense, the State shall pay or reimburse him/her for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse him/her for any judgments entered against the employee, and shall pay or reimburse him/her for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

c. An employee shall not be entitled to indemnification unless within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/she delivers the original or a copy thereof to the Attorney General or his/her designee. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.

C. The provisions of this Article shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

**ARTICLE XXXII
DEFERRED COMPENSATION AND SUPPLEMENTAL COMPENSATION
UPON RETIREMENT**

A. Deferred Compensation Plan

1. The State will continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service-approved Federal Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide information describing the plan as well as a required enrollment or other forms to all employees.

It is further understood that the maximum amount of deferrable income under this plan shall be up to the amount allowable by law.

2. This provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

B. Supplemental Compensation on Retirement (S.C.O.R.)

1. An eligible librarian or professional staff employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave.

2. The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that

no such supplemental compensation payment shall exceed \$15,000. This supplemental compensation shall be paid in a lump sum after the effective date of retirement or as may be elected by the employee deferred for one (1) year.

3. This provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VII of this Agreement.

ARTICLE XXXIII COPYRIGHT OWNERSHIP

The creation of copyrighted works is one of the ways the College/University fulfills its mission of contributing to the body of knowledge for the public good. The College/University encourages the creation of original works of authorship and the free expression and exchange of ideas.

This Article is intended to embody the spirit of academic tradition, which provides copyright ownership to employees for scholarly and aesthetic copyrighted works, and is otherwise consistent with the United States Copyright Law, which provides copyright ownership to the College/University for its employment-related works.

For purposes of this Article, "incidental use" means normal academic use of resources commonly available to the employee such as the use of an employee's office, computer, Internet services, library facilities and/or office equipment.

A. Ownership of Copyright

1. When a member of the negotiations unit during the course of his or her employment creates a product that constitutes copyrightable property, the ownership of copyright to such property shall reside as follows:

a. Employees shall be the sole owners of the copyright if:

(1) The copyrightable property is embodied in textbooks, manuscripts, scholarly works, works of art or design, musical scores and performances, dramatic works and performances, choreographic works, popular fiction and non-fiction works, poems, or other works of the kind that have historically been deemed in academic communities to be the property of their author, including lecture notes, course outlines, handouts, exercises and tests developed by employees to support their own teaching activities unless covered under (b) below; or

(2) The copyrightable property is embodied in a storage medium such as films, videos, audio recordings, multimedia materials, distance learning materials, and courseware unless covered under (b) below; or

(3) The copyrightable property has been released by the College/University to the creator; or

- (4) The copyrightable property is created on sabbatical leave with no more than incidental use of College/University facilities.
- b. The College/University shall be the sole owner of the copyright if:
- (1) The copyrightable property is embodied in a work that is commissioned by the College/University pursuant to a signed contract; or
 - (2) The copyrightable property is embodied in a work that the employee is specifically assigned to create; or
 - (3) The College/University indicates, in writing, at the time it grants an alternate assignment within load, that it intends to claim ownership of copyright to any work made possible by the alternate assignment; or
 - (4) The copyrightable property is created with more than incidental use of College/University facilities or financial support.
- c. The ownership rights described in (b) above may be modified by an agreement between the creator and the College/University.
- d. Copyright ownership of any type of recorded synchronous course shall be determined by mutual agreement between the creator and the College/University. The parties shall enter such agreement prior to the recording of the course.
- e. The copyrightable property that is created in the course of research supported by the College/University which is funded by the College/University and/or a sponsor pursuant to a grant or research agreement, or which is subject to a materials transfer agreement, confidential disclosure agreement or other legal obligation affecting ownership, will be governed by the terms of such grant or agreement, as approved by the College/University. The College/University will ordinarily own copyright to such property.

B. Royalties and Licenses

- (1) Where the College/University owns the copyright to the work, the College/University shall retain all royalties or other benefits from any commercialization of such work, unless there is a mutual written agreement between the creator and the College/University regarding shared ownership of copyright to such work.
- (2) Where the employee owns the copyright to the work pursuant to A.1(a) above, the employee shall retain all royalties or other benefits from any commercialization of the copyrightable property he/she owns. However, the College/University reserves the right to use the copyrightable property royalty-free as long as it is a viable course, unless the creator has specifically demonstrated that such royalty-free use significantly impairs the creator's right to commercialize the copyrightable property he or she owns. The employee may make reasonable revisions or updates at his or her discretion upon notification to the Provost/Vice-President for Academic Affairs.

C. Appeals – Copyright Ownership Rights Committee

The Copyright Ownership Rights Committee is an ad hoc committee, which shall be called into session by the President or his/her designee at such time when an appeal has been made regarding any disputes under this Article. The Committee is composed of four members.

The President shall appoint the four members of the Committee; at least three of the members shall be faculty members. Prior to appointing the three faculty members, the College/University shall consult with the Union. The Committee shall review the dispute, keep a record of its proceedings, and make a written recommendation to the Provost/Vice President for Academic Affairs, who shall render a decision on behalf of the College/University.

The Union may appeal the decision of the Provost/Vice President for Academic Affairs within twenty (20) days of the decision directly to advisory arbitration under Article VII. The parties shall mutually agree on an arbitrator. The arbitrator shall be required to have experience with and be knowledgeable about issues involved in the dispute.

D. This Article does not apply to Thomas Edison State College.

ARTICLE XXXIV ONLINE COURSES

A. Online courses are those courses in which students primarily access materials, communicate with the instructor, and/or communicate with each other by e-mail, the Internet, or local computer network.

B. Creation of online courses or conversion of existing courses to online courses shall follow the same approval process as that for traditional classroom courses, except where a College/University has a policy that provides otherwise.

C. Employees who develop an online course as a part of their approved workload shall receive an alternate assignment within load that is adequate for developing the course.

D. Employees who teach an online course and have not previously taught an online course, shall be given priority consideration for tuition reimbursement and career development funds in the summer or preceding semester.

E. In the event that an existing online course is to be revised, the employee shall receive an alternate assignment within load to revise the course if the Provost/Vice President for Academic Affairs determines that the extent of necessary revision so warrants.

F. Employees shall be compensated for teaching online courses at the same rate that they are compensated for teaching the course on campus. Employees teaching an online course for the first time shall receive one additional credit.

G. Consistent with College/University policies and practices for determining class size, the Provost/Vice President for Academic Affairs, after reviewing the enrollment for each online course at the end of the drop/add period and after discussion with the affected employee, may provide either additional course credit or support to the employee in the form of student assistants or other appropriate means as necessary.

H. This Article does not apply to Thomas Edison State College.

ARTICLE XXXV
LOCAL RESOLUTION OF ISSUES

Issues 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 XXXVI
INFORMATION TO NEXT OF KIN

Upon the death of an employee, the College/University shall, through its personnel office, offer to provide information concerning employment-related benefits to the deceased's next of kin where the address is known.

ARTICLE XXXVII
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 contract cover will include the seal of the STATE and the UNION insignia.

ARTICLE XXXVIII
MAINTENANCE AND IMPLEMENTATION OF 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, including local rules, governing working conditions shall be presented to the UNION and negotiated upon the request of the UNION as may be required pursuant to the New Jersey Public 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 XXXIX 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 XL 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 XLI RETRENCHMENT, RETRAINING, AND REINSTATEMENT FOR FULL-TIME EMPLOYEES

A. 1. When a tenured faculty member is to be retrenched for financial reasons the College/University will attempt to provide the involved individual with a full academic year or two successive semesters' written notice of such action, but in no case shall such written notice be less than one hundred ninety-five (195) days.

2. When a tenured faculty member is to be retrenched for programmatic reasons exclusively, the College/University will provide the involved individual with a full academic year or two successive semesters' written notice of such action.
3. Employees who are to be retrenched during the term of a multi-year contract will be given one hundred eighty (180) calendar days written notice of such action.
4. In the event it becomes apparent that retrenchment notices will be issued, the College/University will inform the UNION of the general circumstances, and if so requested by the UNION, within five (5) calendar days of being informed, the College/University will consult with the UNION concerning such circumstances.
5. In the event that a tenured faculty member is notified of retrenchment and feels that with additional academic training, he or she may qualify for another position at the College/University, and the President agrees that, subject to acceptable completion of such training and the availability of such other position, and after consultation with the appropriate department, similar academic unit or library, that the individual would qualify, the individual will be given priority consideration for an available sabbatical leave under Article XXVII and/or Tuition Reimbursement under Article XXVIII. The President in such circumstances may at his or her discretion waive the requirements of Article XXVII.A.1.

In addition, as an exception to the limitations of Article XXVIII, the President may approve tuition reimbursement out of available funds up to a maximum of sixteen (16) credits for the involved academic year.

6. If a fiscal crisis which would require the reduction of members of the unit occurs at any or all of the State Colleges/Universities, and if the occurrence does not permit the notification periods specified herein, then, if authorized by the Governor, as an alternative, the dollar value of the shortfall may be met by withholding a portion of the current salaries of all unit employees at the affected College/ University for part or all of the remainder of the fiscal year. The percentage of salary retained by the College/University and withheld shall be the same for all employees but shall not exceed 3% of their annual base pay. Monies which were withheld shall be returned to employees in the following fiscal year or in the next following fiscal year if the crisis continues. The contribution to the individual's pension plan shall not be reduced during the period of this withholding.

Whenever there is a likelihood that this program of adjustment might have to be employed, the STATE shall consult with the UNION on all aspects of the crisis and consider any alternative suggestions which are offered.

7. Nothing herein shall be construed as a waiver of any rights an individual employee may have under the tenure laws or other STATE or Federal laws or constitutional provisions.

8. In the event of a reduction in force due to a fiscal crisis, each teaching, library or administrative area to be reduced shall constitute a layoff unit. Layoff units need not be coincident with established departments or other subdivisions or units but may include identifiable programs or further subdivisions or specialities within programs as appropriate.

9. To the extent it is not inconsistent with the preservation of the institution's academic integrity and educational purpose, layoffs within a layoff unit shall be made in order of years of service, laying off employees with the fewest years of service first.

10. The College/University shall establish a reemployment list, including the names and qualifications of all employees on layoff status at the College/University. Non-tenured or non-multi-year contract employees shall remain on the reemployment list until the end of the annual contract pursuant to which they were employed on the date of layoff. Employees who are tenured on the date of layoff shall remain on the reemployment list for a period of five years from the date of layoff. Employees serving under a multi-year-contract on the date of layoff shall remain on the reemployment list for the duration of the multi-year contract. The College/University shall not fill a vacancy in an administrative, library or teaching area without first making a written offer of reemployment by certified mail to those employees on the reemployment list, if any, who the President believes as a result of his or her academic judgment are qualified to fill the position. In the event that two or more employees on the reemployment list have accepted an offer of reemployment of a single vacancy, the College/University shall give reemployment preference in faculty, librarian and professional staff positions in reverse of the order in which they were laid off that is, last laid off, first rehired.

11. Employees offered reemployment shall have two weeks from receipt to respond to an offer, which shall be sent via certified mail return receipt requested, after which it shall be deemed to have expired. Employees on a re-employment list shall have the obligation to keep the College/University President informed of current addresses.

12. An employee on layoff status who is re-employed after layoff shall be reappointed with a rank and salary at least equivalent to his or her rank and salary step when laid off, unless employed in another capacity.

B. While any non-reappointment action of a College/University is not to be considered a retrenchment, any employee who is notified of non-reappointment with the exclusive reason being financial considerations will be given priority consideration for continuation in the job held at the time of non-reappointment, under the following circumstances:

1. The involved individual notifies the President of the College/University within thirty (30) days of non-reappointment, in writing, of his or her desire to be given preferential consideration.

2. The individual responds in writing to any written offer to the reinstated job within ten (10) calendar days of mailing of such written offer, agreeing to acceptance of the job. The College/University may not require a starting date which is less than fourteen (14) calendar days from the date of the expiration date of the College's/University's written offer. For faculty members, if the reporting date does not coincide with the beginning of a semester, the individual shall, upon request, be given a reporting date coinciding with the start of such next semester if the term of the position includes such next semester.

3. In the event that the individual accepts the job offer and commences employment during the academic year following the individual's last previous date of employment, such individual will be treated as not having a break in service, except that any necessary adjustments in the reappointment process will be made by the College/University in consultation with the individual and the UNION. In the event the individual has not been employed for any part of the academic year preceding the commencement of reemployment, the individual will be treated as a new employee, except that the individual's rank and salary rate may not be lower than the individual's rank and salary rate at the time last employed.

4. The priority rights will continue for the two (2) academic years succeeding the year in which notice of non-reappointment is given.

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, 2007 subject to the provisions set forth in Article

XLIII, Duration and Termination.

2. Such collective negotiations shall commence no later than October 1, 2006, unless an alternative date is mutually agreed upon, and shall be concluded by February 1, 2007.

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

ARTICLE XLIII
DURATION AND TERMINATION

This Agreement shall remain in full force and effect from July 1, 2003 until June 30, 2007. 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, 2006 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 "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, 420 Chestnut Street, Union, New Jersey, 07083."

IN WITNESS WHEREOF the parties hereto have executed this Agreement, this ____ th day of _____, 2003.

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

APPENDIX I
MULTI-YEAR APPOINTMENTS
FOR FULL-TIME PROFESSIONAL STAFF

ARTICLE I: CONTRACTS FOR FULL-TIME PROFESSIONAL STAFF
(NON-FACULTY)

A. Eligibility for Multi-Year Contracts

Each member of the professional staff not holding faculty rank or concurrent academic rank who is a member of the State College/University bargaining unit shall be eligible for a multi-year appointment or reappointment contract in accordance with the provisions of Chapter 163 of the Laws of 1973. After completion of five years of probationary service, employees not holding faculty rank shall be considered for a multi-year contract. Each initial appointment to a multi-year contract shall be for three (3) full fiscal years. Subsequent reappointments shall be for four (4) years, and then five (5) years. All subsequent contracts shall be for five (5) full fiscal years. When a member of the professional staff is offered a multi-year appointment or reappointment contract, he or she shall be provided with the information described in Article XIII.B of the Master Agreement.

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

C. Process of Evaluation

1. The entire professional performance record of a member of the professional staff shall be considered at the time such employee is being considered for a multi-year appointment or reappointment contract. The candidate may include any additional material which he/she deems appropriate.

2. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract shall prepare a written self-evaluation which shall include: a review of past performance and achievements bearing on the contemplated personnel action; a complete description of current professional responsibilities; an analysis of professional contributions and potential for continued development; and a statement of professional goals and objectives. The candidate may include any additional information which he/she deems appropriate.

3. Each member of the professional staff who is eligible for a multi-year appointment or reappointment contract may be evaluated by employees, who may be in or out of the bargaining unit, who serve in a regular and continuing functional working relationship to the candidate. Employees serving in a functional working relationship shall be those identified by the immediate supervisor of the candidate, after consultation with the candidate. The candidate's immediate supervisor shall request such identified employees to provide a written appraisal of the candidate's ability, performance, contributions, and potential. Where the candidate and the immediate supervisor, after consultation, disagree as to which employees serve in a functional working relationship to the candidate, the immediate supervisor and the candidate each will identify employees, if any, who serve in a functional relationship and the immediate supervisor will request written appraisals from all employees so identified.

4. Each College/University shall consult with the Local UNION as to whether the concept of "User Evaluations" shall be made a part of the multi-year contract evaluation process. If a decision is made to utilize this concept, the College/ University shall consult with the Local UNION concerning procedures under which the concept will be implemented and the process by which a user evaluation instrument or instruments will be developed. "Users" for the purpose of this Article shall mean a clearly identifiable constituency including a sufficient number of individuals who have an ongoing and regular professional relationship with the candidate so as to provide a meaningful sample of evaluations.

5. All evaluations of the candidate prepared by him or herself, by employees serving in functional working relationships and by users shall be submitted to the candidate's immediate supervisor, who shall see that the evaluation material is placed in the candidate's personnel file in accordance with the provisions of Article XXIX of the Master Agreement. The candidate's personnel file shall be available to the supervisor and other administrative officers for use in making their recommendations.

D. Definition of Immediate Supervisor

For the purposes of this Article, the immediate supervisor shall be construed as that supervisory, management-level person not included in the State College/ University negotiating unit who is first reached in the normal chain of command leading from the candidate.

E. Time Limit on Grievances

Grievances involving alleged violations of this Article must be filed within forty five (45) days from the date upon which such claimed violation took place or forty five (45) days from the date on which the candidate should have reasonably known of its occurrence.

F. Review/Notification Timetable

By October 1 of each year, the President of the College/University, in consultation with the Local UNION, shall establish and publish the schedule of times for the initiation/completion of the basic steps in the review and evaluation of professional staff eligible for multi-year appointment or reappointment contracts. Such schedule shall not violate any provision of the Agreement.

Eligible professional staff members must be notified by the President no later than December 15 in their fifth year of service of their reappointment or nonreappointment to a contract of three (3) fiscal years in length.

G. Promotion

A professional staff member serving under a multi-year contract who is promoted in title shall, at minimum, serve one year in his or her new position before becoming eligible for consideration of a multi-year contract in that new position.

Professional Staff employees serving in multi-year contracts who are promoted will be considered for renewal of such multi-year contracts in their old positions if they come up for evaluation for renewal of such contracts during the one-year probationary period in their new position. The College/University will consider both performance in the old position and performance in the new position in determining whether a renewal will be granted. At the end of the probationary period in the new position, a new multi-year contract shall be issued to successful probationers in the new position of length equal to the time remaining in the current multi-year contract.

ARTICLE II: CAREER LADDER

A joint UNION-STATE committee will consider the subject of a career ladder. If the STATE and 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.

ARTICLE III: CAREER DEVELOPMENT

A. Professional staff are eligible for Career Development Assistance as outlined in Appendix II.

B. The process for consideration of members of the professional staff for career development assistance, more fully described in Appendix II, shall include as the evaluation component the process for consideration of such members for multi-year appointment contracts. In addition, in situations where a member of the professional staff is granted a multi-year appointment contract, but where the President has identified areas in which career development is appropriate, the President shall send a written report specifically describing them to a Professional Staff Assessment Committee (PSAC). The PSAC shall evaluate the career development needs of the staff member and make an appropriate recommendation to the Career Development Committee (CDC), described in Appendix II. Nothing herein is intended to preclude a member of the professional staff who was granted a multi-year appointment contract and for whom the President did not find areas in which career development was appropriate, or who was not the subject of an evaluation, to submit an application to the CDC for career development assistance.

ARTICLE IV: PRESERVATION OF RIGHTS

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.

ARTICLE V: REASSIGNMENTS

Professional staff members serving under a multi-year contract may be assigned by the President to any professional position within their areas of competence and qualifications during the term of the contract, but their salaries may not be reduced during the duration of the contract below that which they would have received had they continued in their original position, and they may be dismissed from the College/University during the term of the contract only for cause consistent with appropriate statutory provisions.

APPENDIX II CAREER DEVELOPMENT PROGRAM FOR ALL FULL-TIME EMPLOYEES

PREAMBLE

This process is intended to enhance the natural dedication of individual faculty members and librarians to pursue a vigorous program of continuing professional development subsequent to the probationary period at the College/University. It is structured to aid employees in the development of a positive program of professional growth and career development. So that faculty, librarians and professional staff are fully cognizant of the immediate and longer range institutional, school and department goals and areas of high programmatic need and growth potential, the administration of each College/University will make these known.

Every five years, the individual tenured faculty member/librarian shall engage in an in-depth self-study to determine the manner in which he/she may best advance his/her own professional growth. Participation in this program will not only yield great personal reward but will also serve to satisfy the requirements of N.J.S.A. 18A:60-10. Additionally, participation will secure priority access to funds negotiated for this purpose, as well as any other institutional funds which may be made available. It is further recognized by the parties that a program of genuine career development for the improvement of instruction should be positive in nature and is best achieved in an atmosphere of trust and cooperation.

The career development program is not intended to constitute a replacement for or waiver of rights of any individual accruing under Title 18A of the Revised New Jersey Statutes. No personnel actions involving punitive procedures shall be based on or in any way use the results of the evaluations for the career development program. The employer shall not be prevented from following up leads developed in the career development evaluation process.

The following shall constitute the criteria in priority order for determining the allocation of career development funds:

1. Employees who were assessed and found to have identified areas for improvement.
2. Applications which are consistent with the expressed direction/mission and needs of the College/University and/or to improve instruction.
3. Other criteria as determined by each College/University.

ARTICLE I: ASSESSMENT COMMITTEES

A. The primary responsibilities of the Assessment Committees (AC) shall be the assessment of the individual's professional growth, contributions to the College/ University, teaching effectiveness and the identification of any area(s) for improvement.

B. The AC may be the personnel committee of each department or other appropriate academic unit, which constitutes the first level of consideration in the personnel process currently in force at each College/University. Only tenured faculty may serve on ACs.

C. Assessments shall be based on the following:

1. The Individual Faculty Member Self-Study. On a five-year cycle, the faculty member/librarian will engage in a thorough and in-depth process of self-reflection. The format for the presentation of the results of the process of self reflection should at a minimum include:

- a. An assessment of his/her contributions including contributions to the direction/mission of the department, school and College/University over the

last five years and his/her intentions for future contributions;

b. An assessment of his/her teaching effectiveness;

c. A statement of his/her own professional objectives and how they might best be achieved;

d. An assessment of professional strengths and/or areas for improvement;

e. What career development assistance is needed.

2. Peer Assessment. If classroom observations are utilized in the assessment process at a College/University, there shall be provision for advance notice of the observation, and a post-evaluation conference. The employee shall have the opportunity to respond to the report of the classroom observation.

3. Student Input. Assessment of teaching effectiveness may also include student input obtained by means of a formal process. The AC shall have access to such data. All student data shall be collected in a regular and systematic fashion and in writing consistent with existing College/University policy and procedures.

D. Consultation

1. Prior to preparing its report, the AC shall meet with the individual to discuss the assessment. At this meeting the AC may solicit from the individual such additional evidence, information and material as may be deemed relevant and necessary to the AC's deliberations.

2. The AC shall prepare a final report summarizing its findings including recommendations for resources needed for career development and to address any areas for improvement. This report shall be submitted to the individual being assessed. Within five (5) calendar days after the transmission of the report, the individual who is the subject of the report may present a written request to the AC to reconsider its recommendations. In the request, the individual shall state the specific reasons why he or she feels that the recommendation is inappropriate. If the AC grants the individual's request for reconsideration, it will expedite the reconsideration process so as to allow for the overall completion of the assessment process in a timely fashion. The AC shall forward the final report and all supporting documentation to the President or designee thereof with a copy to the individual.

E. The AC report shall be comprehensive and shall include:

1. A review of the individual's professional growth, professional performance and contributions, including contributions to the department and College/ University, primarily

during the preceding five (5) years, and the individual's intentions for future professional growth and contributions.

2. An identification of the individual's strengths and teaching effectiveness and identification of areas for improvement, if any.

3. In addition, the AC may prepare a recommended plan for career development tailored to the individual's needs utilizing the resources available at the College/ University under the Career Development Program. In the event the AC intends to prepare such a recommendation, the AC shall consult with the individual.

F. The individual may forward to the President or his or her designee a written response to the AC report. Any response shall be attached to the report.

ARTICLE II: PROFESSIONAL STAFF ASSESSMENT COMMITTEE

A. A Professional Staff Assessment Committee (PSAC) shall be established at each College/University. The composition of the PSAC shall be determined through discussion between the College/University and the Local UNION.

B. In the event that a member of the professional staff has been granted a multi-year appointment contract, and for whom the President has identified areas in which career development is appropriate, the President shall send a written report specifically describing them to the PSAC, which will then undertake the review described below.

C. The primary responsibility of the PSAC shall be the review of career development needs of members of the professional staff who have been granted multi-year appointment contracts, and for whom the President has identified areas in which career development is appropriate. The PSAC will first submit its written recommendation to the employee. Within five (5) calendar days after the transmission of the report, the individual who is the subject of the report may present a written request to the PSAC to reconsider its recommendation. In the request the individual shall state the specific reasons why he or she feels the recommendation is inappropriate. If the PSAC grants the individual's request for reconsideration, it will expedite the reconsideration process so as to allow for the overall completion of the assessment process in a timely fashion. The PSAC shall transmit a written recommendation including all supporting documentation to the Career Development Committee, with a copy to the College/University President and to the employee, as to the specific career development needs of each member of the professional staff who has been the subject of a review.

D. Prior to preparing its report to the CDC, the PSAC shall meet with the individual to discuss his or her career development needs and to solicit from the individual such additional evidence, information and material as may be deemed relevant and necessary to the PSAC's deliberations.

ARTICLE III: PRESIDENTIAL/DESIGNEE REVIEW

Should the President/designee disagree with any aspect of the AC's report and recommendations, he or she shall confer with the individual and the AC. The President/designee shall then prepare a written statement setting forth the relevant areas of disagreement and the specific grounds therefor. If there are no disagreements, the President/designee shall so state. The President/designee need not respond to any recommended career development program at this point in the process.

ARTICLE IV: CAREER DEVELOPMENT COMMITTEE (CDC)

A. The CDC shall include members of the bargaining unit. The total number of committee members shall be determined by each College/University in conjunction with the Local UNION at the College/University. The number of non-bargaining unit members shall not exceed one-third (1/3) of the overall composition of the Committee, unless otherwise agreed to between the College/University and the Local UNION.

1. At least one (1) member of the CDC shall be appointed by the Administration as its representative.

2. At least one (1) member of the CDC shall be appointed by the Local UNION as its representative.

3. The other negotiating unit members of the CDC shall be elected from among the members of the negotiating unit, provided that negotiating unit candidates must be either tenured or serving under multi-year contracts.

4. No more than one (1) elected member of the CDC shall be elected from any given division, school, or other major academic/administrative subdivision of the College/University.

5. The Local UNION and the College/University administration shall agree to election procedures which shall assure equitable distribution of seats on the CDC among the divisions, schools or other major academic/administrative subdivisions of the College/University.

B. The CDC shall receive and consider the reports of the ACs, the supporting documentation, and the statements of the President/designee concerning all employees being assessed.

C. Employees not undergoing assessment may submit applications to the CDC for Career Development Assistance as well. Such applications shall contain such information as the applicant deems relevant in support of the application.

D. Information

1. The CDC shall prepare recommendations concerning the Career Development Programs and Career Development Assistance to be implemented at the College/University, and from time to time, as needed, will make recommendations for improvements.

2. The CDC shall notify the President of modes of activity contemplated.

3. The President shall provide the CDC with estimates of the costs associated with each contemplated mode of activity and estimates of the costs for participation per individual in each mode. The estimates shall include direct costs but shall not include indirect cost such as, but not limited to, the maintenance of College/ University facilities, which may be utilized or heating, lighting or air conditioning.

E. The CDC shall, whenever necessary, consult with Assessment Committees, and individual candidates and applicants concerning their recommendations.

F. The CDC shall annually prepare a report to the President containing its recommendations concerning the allocation of Career Development funds, and such supplemental reports and recommendations as may be necessary. In addition, the CDC shall notify each candidate for assistance in writing of its recommendations concerning that candidate. Copies of all the above material shall be forwarded to the President, together with copies of all materials on which the CDC's report is based. The Local UNION shall receive a copy of the annual report and copies of all relevant materials on which the CDC report is based.

G. Each affected individual shall have the opportunity to respond in writing to the CDC's recommendations. The responses shall be forwarded to the President.

H. The Chairperson of the CDC shall be a member of the negotiating unit who is elected by the CDC.

I. Direct costs of conducting the activities of the CDC, including administrative and secretarial costs, may be chargeable to the funds allocated to the Career Development Program.

ARTICLE V: PRESIDENTIAL REVIEW

A. The President shall review the report(s) of the CDC and may accept, reject, or modify each of its recommendations.

B. In the event the President modifies or rejects any of the CDC's recommendations, the President shall set forth in writing relevant reasons specific to the individual actions and

transmit these reasons to the CDC, the affected individual and, where relevant, to the Board of Trustees.

C. Where the implementation of the President's recommendations requires Board action, the President shall present them to the Board of Trustees.

ARTICLE VI: PERSONNEL FILES

All materials generated in the career development assessment process shall be placed in the individual's personnel file.

ARTICLE VII: FAIR AND EQUITABLE APPLICATION OF PROCEDURES

The procedures for conducting the career development assessment and the assignment of career development resources shall be fairly and equitably applied to all employees. Violations shall be grievable under Article VII.B.1 of the Agreement. If an arbitrator determines that a violation has occurred, the remedy shall be to remand the matter to the appropriate level for reconsideration; however, in the alternative, where the arbitrator determines that a violation has occurred, he/she may set aside the assessment and direct that the career development assessment be repeated in its entirety *de novo*. If the latter remedy is prescribed, the employee shall be considered as part of the next group coming up for assessment, and the records concerning the original assessment shall not be included in the individual's personnel file.

ARTICLE VIII: GENERAL CAREER DEVELOPMENT ASSISTANCE PROGRAM

The general Career Development Assistance Program shall include the following:

A. Tuition Reimbursement

1. When a Career Development leave is approved for the purpose of engaging in specific educational activity, tuition expenses shall be reimbursed at full cost. The limitations set forth in Article XXVIII of the Master Agreement shall not apply. Recommendations for approval for tuition reimbursement may be submitted by the CDC to the President.

2. The general tuition reimbursement program set forth in Article XXVIII of the Master Agreement shall continue except as modified by subparagraph 1 above.

B. Expenses for travel to professional meetings, conferences, short courses and seminars.

C. Career Development Leaves

1. Career Development Leaves (CDL) may be granted for up to two (2) consecutive academic years.
 2.
 - a. CD Leaves not exceeding one-half ($\frac{1}{2}$) year in duration shall be at the rate of three-quarters ($\frac{3}{4}$) salary.
 - b. CD Leaves exceeding one-half ($\frac{1}{2}$) year in duration shall be at the rate of half ($\frac{1}{2}$) salary or at the rate of the employee's salary less \$7,552, whichever is greater. No employee shall receive a rate of less than \$12,594.
 3. The provisions of Article XXVII.B.4 through 7 of the Agreement shall apply to CD Leaves.
 4. When computing the annual or prorated cost for replacing a faculty member who has been granted a CD Leave, it shall be presumed that one-half ($\frac{1}{2}$) the faculty member's full teaching obligation will be fulfilled through the use of overload assignments and one-half ($\frac{1}{2}$) through the use of a full-time faculty member being compensated at Step One of the Assistant Professor salary range. In the latter case, the per-teaching-credit cost shall be computed by dividing the annual salary rate by 24.
- D. Alternate assignments within load for research, study, and participation in other aspects of the Career Development Program. The replacement cost for faculty members shall be computed by use of the formula set forth in paragraph C.4 above.
- E. Financial support for the purpose of equipment, travel, or other items necessary for the successful completion of a research project.
- F. Seminars, colloquia or other internal programs relating to teaching techniques and methodology or topics relative to the improvement of professional techniques and methodology of other professional employees.
- G. Other forms of assistance or programs where circumstances warrant them.
- H. There is no requirement that all of the above elements of the Career Development Assistance Program be utilized in any particular year.
- I. Funds for professional development may be available from the Federal Government or from various private foundations. The CDC may make recommendations to the President as to how the College/University may seek out such programs and create proposals for submission to the appropriate agency(ies).

ARTICLE IX: SUPPLEMENTAL FUNDING

Nothing in this Appendix shall be construed as preventing a College/ University from supplementing the specific funds available under Article XXI, Subparagraph G where, in the judgment of the College/University, such supplementation would be appropriate; nor shall anything in this Appendix be construed as prohibiting any College/University from exercising its managerial or academic judgment in regard to the utilization of monies or other resources not specifically committed to the funding or support of the Career Development Program outlined in this Appendix.

ARTICLE X: IMPLEMENTATION

A. 1. This Appendix shall apply generally to tenured faculty members and tenured librarians and, where applicable, members of the professional staff who have been granted multi-year contracts.

2. Employees who have not received reappointment conferring tenure or a multi-year contract may apply to the CDC for career development assistance provided that they have received reappointment for the year following their application and provided that they are only eligible for assistance which is compatible with the limited nature of their reappointments.

B. Beginning with the academic year 1977-78, and each succeeding year thereafter, one-fifth (1/5) of the tenured faculty of each College/University shall be reviewed by the process described herein, beginning with the most senior fifth in the first year and continuing in order of seniority for each succeeding year. The process shall be repeated beginning in the sixth year of the program (1982-83). No individual shall undergo review who has been on tenure for less than five (5) years, nor shall any person undergo review more than once in each succeeding five (5) year period, except as a part of a follow-up as to employees who need improvement or to determine the effectiveness of the Career Development Program, provided that no individual shall undergo more than one follow-up review in each five (5) year period.

APPENDIX III

A. HARRY MOORE SCHOOL

This Appendix applies to the full-time teaching staff of the A. Harry Moore School of New Jersey City University. Specifically included herein are the titles Demonstration Teacher–A. Harry Moore and Demonstration Specialist–A. Harry Moore. Unless otherwise specified, the term “employee” as used herein applies to Demonstration Teacher–A. Harry Moore School and Demonstration Specialist–A. Harry Moore School.

Where practicable this Appendix shall also apply to individuals serving in the payroll title Demonstration Teacher at other State Colleges/Universities.

A. 1. Any employee who completes thirty (30) credits beyond the master's degree shall be

compensated at approximately \$500 per annum beyond the current salary effective in the following semester. It is agreed that any of the thirty (30) credits to be accumulated or presently accumulated shall be in an area that will increase such employee's expertise in his or her area of teaching or work as approved by the President or his or her designee.

2. An employee who obtains an earned doctorate in a discipline related to his or her employment will receive a one-time cash bonus of \$1,000.00 in recognition of this achievement.

B. Employees who participate in a Student Teacher Program as cooperating teacher shall receive \$150 ~~100~~ for each student paying the Student Teacher fee.

C. Employees who participate as the assigned teacher in the Junior Practicum Experience shall receive \$100 ~~30~~ for each student paying such fee.

D. Any employee at the A. Harry Moore School on full-time assignment who teaches a course in addition to the workload at New Jersey City University or A. Harry Moore School, shall be paid at the current overload rate based on the teaching credit hours or their full or partial equivalency for the course.

E. Qualified employees shall have priority consideration in appointments to summer session assignments related to A. Harry Moore School programs within their individual competency, except in unusual circumstances.

F. All employees shall have a duty-free lunch period of at least thirty (30) minutes except in instances where temporary scheduling may lessen the time for both pupils and teachers.

G. The existing general practice of providing preparation periods for employees engaged in teaching shall continue. At A. Harry Moore School only, each such employee shall receive one (1) uninterrupted preparation period per day, except when unexpected circumstances intervene.

H. In exceptional cases individuals may present qualifications as to education and experience that are adjudged to be the equivalent of the qualifications for Demonstration Teacher-A. Harry Moore and Demonstration Specialist-A. Harry Moore although not corresponding to them to the letter.

In such cases, the UNION shall have the right to appoint one (1) employee observer to the Faculty Affairs Committee. The Faculty Affairs Committee shall review the qualifications of all the exceptional cases, and the recommendations of this committee shall be forwarded to the President prior to the President's recommendation to the Board of Trustees. The Board of Trustees of the University may, upon the recommendation of the President, appoint such individuals to the rank deemed appropriate.

I. A classroom teacher who receives students from an absent teacher's class into his or her room shall be compensated in the amount of one-fifth (1/5) of the receiving teacher's daily pay per child.

APPENDIX IV
STATE COLLEGES/UNIVERSITIES TUITION WAIVER PROGRAM

A. The Tuition Waiver Program provides tuition assistance to employees who take approved courses at the College/University where they are employed on their own time. The intent of the program is to fulfill the needs of the State College/University sponsoring the aid, State government as a whole and to enhance employee development. Each College/University shall determine its needs and waive tuition for employees engaged in an approved course of study.

B. Each State College/University shall prepare a tuition aid plan at the beginning of each fiscal year with consideration given to affirmative action responsibilities. The plan shall specify:

1. Employee eligibility which is limited to full-time employees with exceptions granted on a case by case basis by the College/University;
2. Internal application procedure;
3. Maximum amount of aid available per person not to exceed \$1000 or the cost of twelve credits, whichever is greater, per year or education program;
4. Acceptable academic grades for waiver of tuition;
5. Eligible costs; and
6. A procedure to notify employees of approval or disapproval.

C. Employees who do not satisfactorily complete courses for which tuition waiver had been granted, shall be required to reimburse the College/University for all waived costs. Until such reimbursement has been made, no further waivers will be available to that employee.

D. 1. It is understood that major programmatic changes shall not be made without negotiating with the Union whenever that obligation would exist.

2. Additional criteria for determining eligibility within the program may be established by the College/University.

E. When an employee is on an approved program of study under the tuition waiver program, and a course under that program is either not available or oversubscribed at the

College/University where the employee works, an exception will be granted to the employee to take such course at another State College/University if such course is taught at the other institution.

LETTER OF AGREEMENT I
COMMITTEES ON WORK SURROUNDINGS, EQUIPMENT AND SUPPORT
PERSONNEL

The parties recognize that adequate work surroundings, equipment and support personnel are necessary to the fulfillment of the goals of the Colleges/Universities. Toward this end it is agreed that each College/University and each Local UNION shall establish a committee to examine such questions as office space, office equipment, telephones, lounges, classroom equipment, secretarial assistance and maintenance of facilities. The committee shall report its recommendation to the President. The composition of the committee will include an equal number of employees appointed by the Local UNION and administrative representatives appointed by the College/University President. The College/University and the Local UNION may agree to appoint additional persons from the College/ University community to the committee.

The President or his or her designee(s) shall meet with the Local UNION to discuss the recommendations of the committee, prior to formally indicating his or her reaction to the recommendations.

LETTER OF AGREEMENT II
INSTITUTIONAL GOALS

In order to provide for interested full-time faculty, librarians, and staff members to pursue retraining and professional development consistent with institutional needs, the administration of each State College/University will set forth its immediate and longer range institutional goals and will make these known so that faculty, librarians and professional staff are fully cognizant of areas of high programmatic need and growth potential.

The Local UNION and the Administration shall meet and discuss the implementation of the retraining program.

The STATE and the UNION agree that elements of the current Agreement such as Sabbatical Leave Program, the Career Development Program, the Tuition Reimbursement Program and Professional Staff Leaves may be utilized, as appropriate, to enhance the retraining opportunities for full-time faculty, librarians, and professional staff members.

Applications by tenured faculty, librarians and employees serving in multi-year contracts for participation in these programs which are consistent with the expressed goals and needs of the College/University may be given priority consideration to a reasonable extent.

LETTER OF AGREEMENT III
REAPPOINTMENT OF ASSISTANT DIRECTORS OF THE LIBRARY

Procedures currently in effect for reappointment of full-time Assistant Directors of the Library will continue unless modified by local negotiations.

LETTER OF AGREEMENT IV
HEALTH INSURANCE IN RETIREMENT

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

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

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ PLUS) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
2. Employees in this group who elect to enroll in the Traditional Plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost to the State of the Managed Care/Point of Service (NJ PLUS) and the approved HMO Plans for health insurance coverage.
3. Employees in this group who elect to enroll in the Traditional Plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
4. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.

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

1. Employees in this group who elect to enroll in the Managed Care/Point of

Service (NJ PLUS) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to enroll in the Traditional Plan shall pay 25% of the premium cost of the Traditional Plan for health insurance coverage.

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

D. Those employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2007 will be subject to the provision of Paragraph C above, unless superceded by collective negotiations or law.

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

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

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

LETTER OF AGREEMENT V

LABOR-MANAGEMENT HEALTH CARE ADVISORY COMMITTEE AND COST CONTAINMENT COMMITTEE

A. There shall be established a Labor Management Health Care Advisory Committee to expedite, on a voluntary basis, the transition of negotiations unit employees from the Traditional Plan and Health Maintenance Organizations to NJ PLUS from July 1, 1999 through December 31, 2000. The Committee shall consist of four designees of the Division of Pensions and benefits and four designees to be selected by the UNION. The Committee shall decide on what advice and recommendations will be made in determining the following issues:

1. County-by-County problem solving In-Network establishment with a standard of two doctors within a five-mile radius of the covered employee where sufficient providers exist; and at least 75% of the hospitals in New Jersey under contract.

2. For current employees in rural areas where access is less than two primary care physicians within 20 miles, the minimum solution shall be the design of the Traditional Plan.

3. All problems concerning transition cases and pre-existing conditions shall be resolved by

having as the minimum solution the design of the Traditional Plan.

The Committee decisions shall be by majority vote. Ties shall be broken by the State Health Benefits Commission. The Committee shall endeavor to make the benefits of NJ PLUS available to a maximum number of employees in the negotiations unit, discuss problems of substance abuse, and shall create conditions to facilitate the movement of State employees and their dependents from the Traditional Plan and Health Maintenance Organizations to NJ PLUS.

B. The STATE and the UNION agree to continue the Labor-Management Cost Containment Committee with equal representation of management and the UNION. All costs associated with implementing the Committee's objectives that are mutually agreed to by the UNION and management shall be borne by the STATE. The term "health insurance carrier" shall include all providers of health services for represented employees, including HMOs and plan administrators. The committee shall:

1. Conduct an ongoing study of activities, which have the potential of limiting health plan costs without shifting costs to workers or otherwise reducing levels of benefits or quality of care. The study shall develop recommendations for measures to hold insurance carriers, administrators and hospitals and physicians more accountable for controlling health care costs.

2. Conduct an ongoing review of any cost-control programs agreed upon in the health care benefits contract. In performance of its duties, the Committee may have direct access to representatives of all health plan carriers providing plans to employees when and as deemed appropriate by management and the UNION. The Committee shall receive copies of public document reports on the health plan (including health plan costs and utilization information) and shall have the ability to request additional reports mutually agreed upon by management and the UNION.

3. The Committee shall have the ability to request regular reports on cost control programs mutually agreed upon by management and the UNION. Such reports shall address costs of operating the program, activities, savings (including assumptions) and future plans/recommendations.

4. The Committee may also recommend additional measures or alternatives, consistent with the goals set forth above.

LETTER OF AGREEMENT VI APPEAL OF RECLASSIFICATION DISPUTES

All disputes concerning reclassification shall be resolved by appeal pursuant to N.J.S.A. 18A: 3B-6(f) except that disputes concerning the application of the 90-day deadline set forth in Article XVI.F.2 shall be grievable pursuant to Article VII.B.1. Article VII of the

Agreement shall apply to reclassification under the same terms and limitations as such Article applies to faculty promotions.

LETTER OF AGREEMENT VII
LIBRARIAN TITLE UPGRADES

Effective July 1, 2004, the following titles shall be assigned to the following ranges:

<u>Rank</u>	<u>10-Month</u>	<u>12-Month</u>
Assistant Director in Library (Professor in the Library)	28	31
Librarian I (Associate Professor in the Library)	26	29
Librarian II (Assistant Professor in the Library)	22	26
Librarian III (Instructor in the Library)	19	22

The employees will 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.

LETTER OF AGREEMENT VIII
PROGRAM ASSISTANT

Effective July 1, 2004, employees serving in the title of Program Assistant shall receive a range adjustment from U16 to U17. The employees will 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.

LETTER OF AGREEMENT IX
RETAINED TITLES

Employees serving in retained titles shall be reclassified to the next highest Generic Title in their series. The employees will 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.

LETTER OF AGREEMENT X
PERFORMANCE BASED PROMOTIONS

Effective July 1, 2004, individuals serving in the following in-unit titles- Professional Service Specialist I, Assistant Director I, and Administrative Assistant I - shall be covered under the Performance-Based Promotion program set forth in Article XVI of the Agreement. Employees serving in these titles who receive Performance-Based Promotions shall receive a two-range increase but remain in the same title.

LETTER OF AGREEMENT XI

SICK LEAVE INJURY

Employees who volunteer, with College/University approval, to perform duties outside of their normal assignments may be eligible for coverage under sick leave injury pursuant to Article XXVI. A. The College/University will seek a legal opinion regarding this issue. If such volunteer activities are found to be covered by sick leave injury, a Statewide Union-Management committee composed of an equal number of representatives shall be established to develop a process for approval of the volunteer work that is eligible for coverage under sick leave injury.

If such coverage is allowed, the committee shall complete its work within a year after receiving the legal opinion.

LETTER OF AGREEMENT XII INFORMATION ON SPECIALIST TITLES

The State agrees to provide the UNION with the names, duties, and length of service of any employee(s) in the title of Visiting Faculty, Visiting Specialist, Academic Specialist, or Project Specialist. Said information shall be provided on or before February 15 and October 15 of each calendar year.

The Union shall review the information and provide the State with the name(s) of any employee(s) it maintains should be included in the Unit. If the State agrees with the Union's position, the employee(s) will be placed in the Unit within 30 days of the decision.

LETTER OF AGREEMENT XIII EMPLOYEE IDENTIFIER

The Colleges/Universities shall establish a committee to look into the technical feasibility of developing a system of unique identifying numbers for the employees in the full-time negotiations unit. If technically feasible these numbers will be consistently reflected in the data provided to the Council of New Jersey State College Locals pursuant to Article VIII in the Statewide Agreement. The committee shall advise the Council on its progress on a regular basis and if technically feasible implement its system on or before July 1, 2004.

LETTER OF AGREEMENT XIV

The language contained in Appendix II of the Agreement in no way limits the right of each College/University to require, during the tenuring process, a statement of intentions for future professional growth and contributions from the individual being considered for tenure.

LETTER OF AGREEMENT XV

Whatever rights the Colleges/Universities have to change hours of work, create or modify flexi-time programs, and create or modify alternate workweek programs without negotiations as of June 30, 1989 based upon the 1986-1989 agreement, past practice, policy, and regulations (including Department of Personnel regulations continued by Article

XXXV of said Agreement) applicable at that time will continue. The negotiations for the 1989-92, 1992-95, 1995-99, 1999-2003 and 2003-2007 Agreements will not in any way constitute a waiver of these rights by the Colleges/Universities or the STATE or a waiver of any rights the UNION may have to negotiate these matters.

LETTER OF AGREEMENT XVI
SICK LEAVE AND VACATION LEAVE

Whatever past practices, policies and regulations (including Department of Personnel regulations continued under the 1986-1989 Agreement by Article XXXV thereof) concerning sick leave and vacation leave where applicable on June 30, 1989 will continue. The negotiations for the 1989-92, 1992-95, 1995-99, 1999-2003 and 2003-2007 Agreements will not in any way affect the applicability or non-applicability of any of these practices, policies or regulations unless specifically modified therein.



