



Cornell University
ILR School

BLS Contract Collection

Title: **New Jersey, State of and Council of New Jersey State College Locals, American Federation of Teachers (AFT), AFL-CIO (2003)**

K#: **800013**

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

The complete metadata for each collective bargaining agreement can be found at - <http://digitalcommons.ilr.cornell.edu/blscontracts/1/>

For a glossary of the elements see - <http://digitalcommons.ilr.cornell.edu/blscontracts/2/>

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

For more information about the BLS Contract Collection, see <http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

AGREEMENT

This Agreement is made as of the __th day of _____, 2003, 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).

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

PREAMBLE

The STATE, the State Colleges and Universities, and the UNION enter into this Agreement with the expectation that its implementation will enhance the ability of the State Colleges and Universities of New Jersey to serve their constituents.

The parties recognize that it is the responsibility of these institutions to provide their students a quality educational program, to broaden the horizons of knowledge through research and to make available their resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

ARTICLE I

RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the State 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 all nine State Colleges/Universities, the composition of which is described as follows:

Included:

1. Teaching and/or research faculty
2. Department chairpersons
3. Administrative staff (non-managerial)
4. Librarians
5. Student personnel staff
6. Demonstration teachers
7. Demonstration Specialist–A. Harry Moore School

8. Professional academic support personnel (holding faculty rank)
9. Part-time personnel employed in categories 1-8 above who (a) are employed in regular, recurrent positions, (b) work at least half of a full load, and (c) are employed on either a one-year contract or on at least a second half-year contract occurring during any two consecutive academic years.
10. Members of the State Colleges/Universities Unit who teach summer session. (Inclusion of such employees in the negotiations unit shall not in any way alter the current rights, benefits or duties of such employees except as specifically indicated in this Agreement.)

Excluded:

1. College/University President and Vice President
2. Deans, Associate and Assistant Deans and other managerial executives
3. Secretarial staff
4. Maintenance staff
5. Bookstore, food service, etc. staff
6. Adjunct Faculty and academic specialists
7. Graduate assistants
8. 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 Section A above.
2. "Faculty" or "faculty members" refers to all teaching and/or research faculty as described in Section A. 1 (inclusions) above.

3. "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

Thomas Edison State College

William Paterson University

4. "Local UNION" refers to the constituent local of the UNION at a College/University.

5. "Multi-year contract" refers to such contracts authorized under N.J.S.A. 18A:60-14.

ARTICLE II NON-DISCRIMINATION

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees. The STATE and the UNION agree that there shall be no intimidation, interference, or discrimination because of age, sex, sexual orientation, marital status, 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 that 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 or from any threat thereof.

ARTICLE IV
CONTINUING CONSULTATION

A. The UNION and the STATE shall upon the request of either party establish meetings during the third week of April, October, and January 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.

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 April, October, and January, 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
ACADEMIC FREEDOM

A. Academic freedom derives from the nature of the quest for knowledge. It is essential to the full search for truth and its free exposition, applies to both teaching and research, and shall not be abridged or abused. Academic freedom does not relieve the employee of those duties and obligations which are inherent in the employer-employee relationship.

B. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it responsibilities correlative with rights. Both parties to this Agreement subscribe to the following principles of academic freedom:

1. Employees are entitled to full freedom in research and in the publication of results.

2. An employee is entitled to freedom in the classroom in discussing his or her subject.
3. Employees are citizens and members of a learned profession. When the employee speaks or writes as a citizen, he or she is free from institutional censorship or discipline, but should not represent himself or herself as a spokesperson for the institution.

ARTICLE VI
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 2187
Montclair State University	Local 1904
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
Thomas Edison State College	Local 4277
William Paterson University	Local 1796

The deduction will be made in equal amounts bi-weekly 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.

4. In the event that a College/University receives a dues deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next dues deductions are sent to the Local UNION.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in 1(b) below, all eligible nonmember employees 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, 2007. 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 negotiating unit 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 be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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.

The STATE shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status. For purposes of Section B., individuals employed on a 10-month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The STATE shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

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 Check-Off

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. In the event that a College/University receives a COPE deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next COPE deductions are sent to the Local UNION.

ARTICLE VII 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.

1. 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 (except as provided in Article XII).
2. A copy of any grievance filed by an employee independently of the UNION under the State Colleges/Universities Agreement shall, upon receipt, be transmitted to the UNION by the College/University.
3. The UNION shall have the right to be present at a Step 1 grievance hearing where an employee wishes to process a grievance on his or her own behalf.
4. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

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, or applicable regulations or statutes which establish terms and conditions of employment.

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. Such statement of grievance should include specific reference to the following: a) 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, or the applicable statute 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.

2. Step Two

If the aggrieved employee is not satisfied with the disposition of the 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 decision for the resolution of the grievance. An arbitrator's decision shall be binding as to grievances raised under B. 1. above and advisory and non-binding as to grievances raised under B. 2. above. In any case, an arbitrator's decision relating to appointment, nonreappointment (except as provided in E. 5. below), merit awards, or promotion shall be advisory and non-binding. 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. The arbitrator shall not substitute his or her judgment for academic judgments rendered by the persons charged with making such judgments.

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. 1. Matters pertaining to appointment, promotion or non-reappointment shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, or denial of academic freedom in violation of Article V, or violation of appointment, promotion or reappointment procedures specified in Articles XIV and XIII, or applicable written College/University procedures (except as provided in E. 5. below). In all such cases the burden of proof shall be upon the grievant. In no case may an arbitrator recommend appointment, promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved College/University for reconsideration of the matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process.

2. Where a matter is remanded pursuant to Subparagraph 1 above, the arbitrator may, where appropriate, direct that the President of the College/ University, in consultation with the UNION, appoint an *ad hoc* review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action.

The purpose of such *ad hoc* committee will be for the purpose of reconsidering the involved matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process and to make recommendations on the merits of the involved promotion or reappointment matter to the President or intermediate levels prior to the President.

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

4. Full-time employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. The arbitrator may direct the withdrawal of the notice of non-renewal or other appropriate remedy.

F. 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 a group grievance.

5. Claims of violation of procedure by any promotion or retention committee must have been reported to the President of the College/University by the individual grievant within fourteen (14) days from the date on which such claimed violation took place or fourteen (14) days from the date on which the individual grievant should have reasonably known of its occurrence. In the event of failure to report the occurrence within such fourteen

(14) day period, the matter may not be raised in any later grievance contesting the validity of such committee's recommendation or any action based thereon.

6. 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 F. 1 above, except that payroll errors and related matters shall be corrected to date of error.

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

8. If the Step One decision by 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.

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

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

I. Grievance records shall not be part of the personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.

J. To the extent that other articles in the Agreement are non-applicable to part-time employees, references to these articles in the grievance procedure are also non-applicable. The appointment or non-reappointment of part-time employees with three years or less service is not grievable.

K. Discipline

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

2. The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as a result of information obtained from the interview, the employee may request a UNION representative. If so requested, the UNION representative shall be permitted to be present. The UNION representative shall be permitted to attend as a witness. The UNION representative may advise and counsel the employee by clarifying confusing and misleading questions.

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

4. Disputes concerning the application or interpretation of the New Jersey tenure laws or dismissals of employees protected by such laws shall not be grievable under 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. Each State College/University agrees to furnish to the UNION the names and addresses of all members of its Board of Trustees and to keep this list current.

C. Each College/University agrees to furnish to the UNION and the Local UNION by October 15 and March 15 of each year a register of the employees covered by this Agreement. The register shall be provided in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file, with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Title
8. Salary Range
9. Salary Step

10. Annual Base Salary

11. Department

12. FTE

13. Sabbatical Leave

14. Leave without Pay

15. Health Plan Option

16. Date of Hire

Each College/University agrees to furnish the following information to the UNION by January 30 and July 30 of each year.

1. New Hires
2. Separations
3. Promotions, Range Adjustments, Performance Based Promotions
4. Reclassifications
5. Change in Unit Status

Each College/University further agrees to provide the UNION with the job description of each member of the professional staff covered by this Agreement within two (2) months of the signing of this Agreement, and shall provide an updated job description to the UNION within forty-five (45) days after any substantive change. Job descriptions provided to the Union pursuant to this section shall include both local title, if one exists, and generic title.

D. 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) work days, information which is relevant and necessary to the negotiating of subsequent agreements; and to furnish all publicly available information including published agendas and minutes of Boards of Trustees' proceedings, and such other 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.

E. 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 UNION-BOARD RELATIONS

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

2. A copy of the adopted minutes of public meetings of the Boards of Trustees and resolutions adopted at such meetings, including any documents incorporated by reference in such resolutions, shall be forwarded to the UNION within a week of adoption.

B. The Local UNION shall have the right to designate a Local UNION observer, plus one additional person, to observe public budget hearings conducted by the Board of Trustees or any committee of the Board of Trustees of that College/ University.

C. The UNION shall have the right to speak at all public sessions of each local Board of Trustees. A request for an allocation of time on the agenda will be processed in advance and consistent with procedures of the Boards. The UNION will be permitted to speak on any issue raised by a Board but not on the agenda. Allocation of time to speak shall be prior to final action by vote of a Board on the substantive issue under consideration. The UNION may raise an issue of an emergent nature provided it occurred subsequent to the time allowed for submission for placement on the agenda. In such an event, the UNION shall be permitted to identify the issue, which a Board shall receive as introduced and either accept as current business or consider for future action.

D. The UNION shall have the right to appoint one employee observer to each college-wide committee of each State College/University, said observer being selected by a procedure established and administered by the UNION.

E. Except for representatives designated by the UNION, employees serving on committees at the Colleges/Universities dealing with terms and conditions of employment shall not be considered to be representatives of the UNION, nor shall their views be construed to represent the views of the negotiating unit. This provision shall not

be construed to limit the other functions of persons serving on such committees as a result of the operation of the governance process at any College/University.

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. The posting area on each bulletin board shall include up to fifty percent (50%) of the bulletin board but shall not exceed ten (10) square feet.

C. Distribution of Materials

The UNION shall have the right to use inter-office 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 which may include typewriters, duplicating equipment, calculating machines and audio visual 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 Local UNION President or other officer designated by the UNION shall be provided with a suitable private office on each campus. In addition to the equipment normally provided to employees, this office will have two additional chairs and an additional filing cabinet. Each of these offices will also have a typewriter and a telephone.

F. Whenever any representative of the UNION or any employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences, or meetings, such employees shall suffer no loss in pay or benefits and shall

not be required to make up time missed on an hour-for-hour basis (the latter provision shall not apply where permission to re-schedule a class is given.)

G. 1. The following UNION representatives shall be granted priority in choice of schedules:

- a. President of the CNJSCL
- b. Secretary of the CNJSCL
- c. Vice President of the CNJSCL
- d. Treasurer of the CNJSCL
- e. Legislative Representative of the CNJSCL
- f. The Presidents of each of the State College/University Locals
- g. One UNION representative designated by the UNION on each campus.

In no case shall the number receiving priority in choice of schedule on any campus exceed three (3) nor shall more than one representative be selected from any academic department or equivalent unit at any College/University.

2. The President of the Council of New Jersey State College Locals, AFT/AFL-CIO and one UNION representative designated on each campus will be permitted to reduce his or her teaching load by one course per semester for a maximum of eight (8) credits per academic year, provided that the UNION reimburses the College/University for such reduction and released time at the applicable overload or adjunct rate and provided that arrangements are mutually agreed to between the President of the College/University and the UNION. Absent compelling reasons to the contrary, UNION requests for approval shall be honored by the College/ University.

H. The academic calendar at each College/University shall be prepared in consultation with the Local UNION at such College/University. The Local UNION shall be given an opportunity to provide its views and a cooperative effort to resolve differences shall be made prior to the adoption of the calendar. Final responsibility for the academic calendar is a matter of academic judgment of each College's/University's administration and Board of Trustees.

ARTICLE XI EMPLOYEE RIGHTS

A. Meetings

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

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

C. Summer Session Contracts

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

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

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

4. For the purpose of this provision, full-time employees scheduled to commence their initial faculty appointment at the beginning of the academic year following the summer session shall be considered faculty members.

5. Salary for summer session assignments shall generally be paid on a half-session basis or for periods of three (3) weeks if the session is six (6) weeks or more, provided that the final payment shall not be made until the completion of the session.

6. The summer session rate per semester hour credit for State College/ University employees shall be as follows:

<u>Rank</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library)	\$800	\$900	\$950	\$1025

Librarian I (Associate Professor in the Library)				
Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$750	\$850	\$900	\$975
Professional Staff	\$750	\$850	\$900	\$975

7. Employees who have not been reappointed for the succeeding academic year are not covered by the provisions of Section C. If an individual who is not reappointed for the succeeding academic year is given a summer session contract, he/she will be treated as an adjunct for the summer session and will have no rights under this Agreement as a summer session employee.

8. At the discretion of each College/University, part-time employees may be offered summer session courses. Interested part-time employees should make application to the appropriate College/University designee.

D. Full-time employees shall be advised by public notice of courses within their individual competency which are being considered for assignment on an overload or adjunct basis. Such employees shall be permitted a minimum of five (5) calendar days within which to apply to teach such course or courses on an overload basis except in unusual circumstances. The requirement as to the five (5) day announcement shall become inoperative seven (7) calendar days prior to the date classes commence. The balance of courses offered on an adjunct versus overload basis is an academic judgment to be made in consultation with the involved department.

E. Vacancies

1. If public notice of a vacancy within the unit is to be made, the College/University will inform the UNION in advance of such publication.

2. Where an employee applies for an open position, he or she shall be notified of the disposition of his or her application prior to publication of the name of the successful applicant.

F. Identification Cards

Employees shall be provided with official identification cards by the College/University at no cost to the employees.

G. Food Service

Employee dining facilities will be clearly designated. Where such facilities do not exist, the Local UNION and the College/University will jointly endeavor to provide such facilities.

H. No employee shall be required to join or refrain from joining any organization as a condition of employment or retention.

I. Library Collections

There shall be no abridgment of access to library collections for reasons of content or suitability. This paragraph shall not be construed to interfere with sound principles of library management, such as the protection of rare or valuable materials.

Library acquisitions will be made on the basis of educational judgment and budgetary limitations and shall remain free of censorship.

J. Where available at the Colleges/Universities, parking privileges shall be provided to employees without charge (except at facilities financed by the Educational Facilities Authority). The assignment or location of parking places shall be resolved between the Local UNION and the College/University.

K. Where employees are required to attend academic functions such as convocation or graduation, the wearing of academic regalia shall be at the option of the employee unless paid for or provided by the College/University.

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

M. The Colleges/Universities will not abrogate the lawful rights of employees as to opening of their mail or the privacy of their offices or personal belongings.

N. At the option of each College/University, part-time professional staff and librarians may be permitted to teach courses over and above the basic workload established in their employment contract. The compensation for teaching such courses will be at the applicable overload or summer school rate. No part-time employee will be permitted to

increase his/her workload to more than the equivalent of 3/4 of a full load through extra teaching assignments.

O. Employee Information Update

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

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

ARTICLE XII FACULTY RESPONSIBILITIES

A. 1. Institutional responsibilities of the faculty shall include teaching responsibilities and other responsibilities as defined below. The basic academic year teaching load shall be assigned over thirty-two (32) weeks of instruction and shall occur during the period of payment which commences September 1 and ends on June 30, and may not exceed such thirty-two (32) week period unless otherwise agreed to by the concerned faculty member.

2. a. After consultation with the Local UNION, a College/University may begin classes up to one calendar week prior to September 1, in which case the commencement of the period of payment for 10-month employees may be advanced pursuant to negotiations with the Local UNION, subject to the proviso that the period of payment shall not commence prior to the beginning of classes. When there is an advancement, the end of the period of payment shall be correspondingly advanced such that the annual salary will be distributed over the same number of days as it would have been had there been no advancement, and the second part of the across-the-board salary increase for the fiscal year shall be advanced so that affected employees receive the same annual compensation as they would have received had there been no advancement.

b. Policies and practices at a College/University granting (or not granting) compensation for employees performing duties prior to the beginning of classes shall not be affected by the application of this Subsection.

B. Teaching Responsibilities

1. The basic academic year teaching load for full-time faculty shall be twenty-four (24) teaching credit hours. All overload for full-time faculty shall be voluntary and overload rates shall be paid for all voluntary teaching assignments beyond twenty-four (24) teaching credit hours. No full-time faculty member may be assigned more than fifteen (15) teaching credit hours per semester within load. The teaching load for part-time faculty shall be a minimum of one half the teaching load for full-time faculty.

2. a. The teaching assignment of a faculty member shall not require more than three (3) different course preparations in any semester, except where it can be demonstrated that the course offerings and class sections in a department cannot reasonably be scheduled on this basis, or where a faculty member's schedule includes one or more two (2)-student-credit-hour courses. Under such circumstances one additional course preparation may be assigned.

b. It is recognized that one-student-credit-hour courses and activities such as, but not limited to, supervision of or instruction in independent study, internships, practice teaching, studio or physical activity programs do not lend themselves to computation of numbers of preparations under Subparagraph (a) above. However, it is recognized that every effort will be made when assigning such activities to arrive at an overall assignment of responsibilities which substantially and equitably equates to the model set forth in Subparagraph (a).

Disputes concerning this subparagraph may be submitted to binding arbitration pursuant to Article VII. In the event that a violation is found, the remedy shall be the award of a payment equal to one overload credit for each additional preparation found to have been improperly imposed.

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

<u>Title</u>	<u>2003-04 Academic Year</u>	<u>Sept. 1, 2004</u>	<u>Jan. 1, 2005</u>	<u>Sept. 1, 2005</u>	<u>Jan. 1, 2006</u>	<u>Sept. 1, 2006</u>	<u>Jan. 1, 2007</u>
Professor, Associate Professor, Assistant Director in the Library	\$800	\$900	\$925	\$950	\$1000	\$1025	\$1,050

(Professor in the Library) Librarian I (Associate Professor in the Library)							
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)	\$750	\$850	\$875	\$900	\$950	\$975	\$1,000
Professional Staff	\$750	\$850	\$875	\$900	\$950	\$975	\$1,000

4. Definitions

- a. Student credit hours are defined as: the number of credit hours earned by a student successfully completing a given course.
- b. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.
- c. Teaching credit hours are defined as:
 - (1) When the number of regularly scheduled average weekly class hours equals the number of student credit hours, teaching credit hours shall equal student credit hours.
 - (2) When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as “laboratories” or “studios” shall be equated on the basis of two-thirds (2/3) of a teaching credit hour for each such class hour.
 - (3) When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching credit hours shall not be less than the number of average weekly class hours; and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.
 - (4) The above provisions apply to normal sixteen (16) week semesters. For semesters of different lengths, the above formulae shall be applied on a pro rata basis.
5. Faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to, independent study, supervision of internships or practice teaching, or assigned to teach regularly scheduled courses for which college credit is not granted, shall receive teaching credit hours for such activities according to the policies

and practices currently in force at the respective Colleges/Universities unless specified otherwise in this Agreement.

a. In the event that any College/University makes an assignment of any activity covered herein for which there is no current practice or policy or intends to change a practice or policy, the College/University shall notify the Local UNION in writing of such action and, upon written request of the Local UNION, the President shall designate an official of the College/University to consult with the Local UNION concerning the new or changed policy or practice. Such written request must be received by the President within thirty-one (31) days of the College's written notice to the Local UNION. The consultation shall be completed within thirty (30) days of the Local UNION's written request to the President, unless said time limitation is extended by mutual consent of the parties.

b. In the event that, after consultation, the Local UNION is of the opinion that the involved policy or practice is unreasonable, the Local UNION, within seven (7) calendar days, may request negotiation of those matters which it deems to be mandatorily negotiable. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

c. Nothing contained herein shall limit such authority as the College/University may have under law to direct that workload assignments be implemented during the pendency of consultation.

6. The specific assignments for student teaching shall be equitable in regard to travel time and distance. Disagreement concerning the teaching credit hour load for supervision of student teachers shall be resolved between the Local UNION and the College/University.

7. Assignment of non-teaching duties within load for any faculty member, for any purpose, is a matter of academic/managerial judgment of the College/ University. The President, or his or her designee, prior to the commencement of each semester, and prior to the allocation of non-teaching assignments to various purposes and individual faculty members, will consult with the UNION as to such allocations and the contemplated manner of selecting individual faculty members who will receive them. In the event that any faculty member feels that he or she is being treated in an inequitable manner in regard to alternate assignments within load, he or she may bring the matter to the attention of the President, who either in person or through a designee will conduct a prompt administrative review of the matter.

C. Other Responsibilities

Faculty responsibilities which have been traditionally performed by the faculty and are reasonable and consistent with sound academic practice shall be continued consistent with previous practice. Disagreements concerning their specific nature shall be resolved by the Local UNION and the College/University. These responsibilities shall be performed within the academic year, provided that assignments outside the thirty-two (32) weeks of instruction referred to above shall not be made individually or collectively on an inequitable basis.

D. Outside Employment

1. All regular and continuing outside employment shall be reported to the President no later than promptly upon acceptance and thereafter on an annual basis.
2. The reporting form shall be completed by the employee and shall include the following information:
 - a. Name of employee;
 - b. Name of outside employer;
 - c. Description of work to be performed;
 - d. Normal hours and dates of work and any anticipated exceptions; and
 - e. Licenses or special requirements necessary to perform the duties involved.

ARTICLE XIII APPOINTMENT AND RETENTION OF EMPLOYEES

A. Appointment and reappointments of employees shall be made by the Board of Trustees of each College/University upon the recommendations of the President. Appointments and reappointments of employees are subject to the availability of funds and proper recording.

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

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

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

3. Upon commencing employment, each new employee shall be provided with a copy of the current salary schedule.

4. Full-time faculty may initially be appointed for two or three years. The letter of appointment shall state that the faculty member will be subject to a performance review on an annual basis pursuant to normal reappointment review procedures in the normal evaluation cycle. Continued employment for the initial two or three year appointment is conditioned upon the faculty member meeting the criteria of the College/University. Recommendations for reappointment beyond the second or third year term will only be made in the reappointment year.

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

D. Full-time employees appointed to replace persons on leave or on bona fide emergencies shall be informed in their letter of appointment contracts that they will not be considered for reappointment; however, such employees shall be subject to normal evaluation procedures up to and including the first level of administrative review. Such appointments may be for one-year or half-year periods.

If an opening develops at the College/University for which the employee is eligible, he/she may apply, and the material developed in the aforesaid evaluation procedures will be considered along with any additional information the employee presents.

If employment extends beyond one (1) academic year, such employees will be on a normal contract and will be considered for reappointment in the normal manner unless reappointed to replace an employee on leave or to fill a position where there was no bona fide affirmative action search or to fill a grant-funded position. An employee may serve a third year on a XIII.D appointment only if reappointed to replace an employee on leave or to fill a grant-funded position. In no event will an employee be on a XIII.D appointment beyond three years.

E. Full-time employees other than those governed by Paragraphs C and D above shall receive a minimum of one hundred and twenty (120) days written notice of non-reappointment if employed for less than two (2) full years at the time of the giving of the notice and one hundred and ninety-five (195) days written notice of non-reappointment if employed for more than two (2) full years at the time of the giving of the notice.

F. A full-time faculty member assigned full-time responsibility for one-half (½) of an academic year shall be paid one-half (½) of the academic year salary of the rank and step at which he or she has been hired and shall be accorded the privilege of faculty status.

G. Individual letter of appointment and reappointment contracts for full-time employees shall be for a period of one (1) year except for a) normal one-semester appointments made at mid-year, b) one-semester appointments made pursuant to Section D above, c) “multi-year contracts” as provided in N.J.S.A. 18A:60-6, *et seq.*, as applied to professional staff, and d) initial appointments for a period of two or three years pursuant to Sections B.4 and O. Election of non-tenured department chairpersons shall not convey employment beyond the letter of appointment or reappointment contract in effect.

H. In the event a full-time employee serving under a “multi-year contract” is given notice of non-renewal under the terms of N.J.S.A. 18A:60-6, *et seq.*, at the request of the employee, the College/University giving such notice shall provide written reasons for its decision.

I. Full-time employees serving under one (1)-year appointments or reappointments who are notified of non-reappointment shall, at the written request of the employee, be provided with written reasons for such decision by the College/University.

J. The procedures for appointment and reappointment of employees utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/ University and the work unit. The current and applicable procedures including a statement of such criteria shall be provided in written form for the understanding of all affected employees. Reappointment procedures and notice requirements for full-time employees with less than three years service shall apply to part-time employees. However, reappointment procedures and notice requirements applicable to part-time employees may be modified by agreement between the Local UNION and the College/University. If these procedures are not in written form, they will be reduced to writing and a copy will be provided to each affected employee.

This provision shall not be construed as a waiver of the Colleges'/Universities' right to appoint and reappoint, under procedures set by the Colleges/Universities, employees not included in the negotiating unit. The Colleges/Universities, however, recognize the value of peer consultation and except in unusual circumstances will consult with the involved department concerning the procedures to be used in any particular case.

K. Final recommendations for appointment of full-time employees governed under the tenure provisions of N.J.S.A. 18A:60-6, *et seq.*, shall be made to the President no later than February 15 of the first and second academic years of service and not later than December 1 of the third, fourth and fifth academic years of service. Where practicable final recommendations shall be made for other full-time employees on a similar timetable.

L. Individual Letter of Appointment or Reappointment Contracts

Any individual letter of appointment or reappointment contract between a College/University Board of Trustees 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, during its duration, shall be controlling.

M. Full-time employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them sixty (60) days notice. This termination is not a retrenchment within the meaning of the Agreement or statutes, nor is it subject to such provisions. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding. Part-time employees on grants are not included in the unit.

N. The dates set forth in this Article may be changed by local agreement except where the dates are required by statute.

O. Each College/University shall have the discretion to establish two or three

year non-renewable teaching appointments based upon criteria established by policy at each College/University. Such appointments shall not exceed three (3%) percent of the regular full-time faculty lines at the College/University. Each faculty member appointed pursuant to this section shall be evaluated annually using the normal evaluation procedures up to and including the first level of administrative review. Continued employment for the full term of the appointment is conditioned upon the faculty member meeting the performance standards of the College/University.

Each College/University shall furnish the UNION with a list of any faculty members appointed pursuant to this section no later than October 15 and February 15 of each academic year.

ARTICLE XIV
PROMOTIONAL PROCEDURE

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

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

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

D. At each College/University the committee charged with the final evaluation of promotion applications will be informed by the President or his or her designee of the number of promotions available at the various ranks for that unit or the College/University as a whole, and will submit its recommendations to the President or his or her designee. Should the President decide to make a recommendation for promotion to the Board of Trustees which is inconsistent with the recommendation of the final committee, he or she shall provide the committee with his or her reasons for that action.

E. Final recommendations shall be made to the President on or before February 1 and shall include all pertinent information concerning the applicant.

F. The final recommendations shall be made known to any applicant or nominee in writing within two (2) days after submission to the President.

G. Within seven (7) days after receipt of the final recommendation to the President a faculty member may initiate a grievance at Step One concerning the application based on an allegation that, after timely filing of his or her application, the promotional procedure was violated or that there was a breach of the rights of the faculty member set forth in Article II concerning discrimination or in Article V concerning academic freedom. Such a claim, if sustained, will result in reprocessing of the application on an expedited basis. A final recommendation in such case shall be made to the President not later than March 1.

H. Recommendations of the President to the Board of Trustees and the decisions of the Board shall be delivered in writing to the candidate by March 15.

I. The dates established in this Article and Section F may be changed by local agreement.

J. Promotional procedures, including the above procedures, are not applicable to part-time employees, but they may be appointed/reappointed to a higher title.

ARTICLE XV RESIGNATION, REASSIGNMENTS, RETIREMENT

A. Resignation

Employees have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the employee, it is expected that he or she shall continue to serve until the completion of the academic year or for the term of his or her appointment.

B. Reassignments

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

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

3. The provisions of sections 4 through 6, except for the requirement of consultation, shall also apply to a member of the professional staff who is reassigned from one administrative office (e.g., admissions, registration, EOF) to another and to a position

requiring demonstrably different training or credentials for which prior preparation is required in order to perform the duties of the new position.

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

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

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

C. Retirement

Conditions of retirement are set forth in the statutes governing the Teachers' Pension and Annuity Fund, the Alternate Benefit Program or the Public Employees' Retirement System, as may apply.

Effective July 1, 2004 the employee contribution to the Public Employees' Retirement System shall increase for 3% to 5%.

ARTICLE XVI PROFESSIONAL STAFF

A. 1. This Article shall apply to all members of the unit except teaching faculty, librarians, Demonstration Teachers and Demonstration Specialists—A. Harry Moore School.

2. Whenever a new title is created, or an existing title is changed in the unclassified service in the State Colleges, the State shall assign to such title a unit designation, if appropriate. The State will notify the UNION in writing of such unit designation or elimination of title from the negotiations unit thirty (30) days prior to the effective date thereof. Upon request, the State will provide the UNION with a job specification for each new or changed title, where available, if there is a reasonable basis to believe that the title should be included in the unit. If requested in writing, the State will discuss any such designation with the UNION. In the event the parties cannot reach agreement following

such discussions, the dispute may only be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations.

B. 1. The normal scheduled hours of work shall not involve split shifts.

2. Professional Staff employees who are released from their regular duties to attend work associated meetings and conferences, to participate in UNION activities as provided in Article X.F, or to participate in professional improvement programs which include, but are not limited to, activities such as courses and seminars, shall not be required to make up the time missed.

C. Out of Title Work

1. Professional Staff employees shall be assigned work appropriate to and within their job description as prescribed by the College/University.

2. The practice of assigning out of title work to employees on other than an incidental basis shall be avoided. Instances of out of title work identified by the UNION and formally brought to the attention of the College/University shall be corrected immediately or by phasing out such assignment at the earliest time, which shall in any case be no later than ninety (90) days from the time of notification by the UNION. All disputes as to whether the work is within the job description pertaining to the employee(s) involved shall be resolved by appeal pursuant to applicable statute. All disputes concerning the phasing-out period shall be resolved through the grievance procedure.

3. Where out-of-title work assignments are made for longer than one (1) month, full-time employees deemed capable of performing the work, where available, shall be given the opportunity to assume such higher out-of-title work in the work unit and shall have the right to refuse such assignments based on job classification seniority. Where such assignments are readily identifiable by the College/ University, the eligible employees concerned shall be notified and a copy of the notification shall be given to the UNION.

D. Performance-Based Promotions

Full-time professional staff employees who meet or exceed the criteria for performance-based promotion are eligible to be considered for such promotions, which consist of advancement to the next higher title in the employee's title series. The next higher title for Program Assistants will be Professional Services Specialist IV. The criteria for performance-based promotion will be established by the College/University President and provided in written form for the understanding of all affected employees. An eligible full-time professional staff employee and/or the employee's out-of-unit supervisor may submit written application setting forth justification for promotion to the

College/University president or designee thereof. The College/University President shall determine whether a promotion shall be granted.

E. Career Opportunities/Structural Promotions

1. Full-time professional staff employees are eligible for career opportunities, which occur when there is a vacancy in a professional staff position at a higher level for which they are qualified. The procedures for career opportunities, including those set forth below, are not applicable to part-time employees, but such employees may be appointed/reappointed to a higher title. If there is an external search, part-time employees may apply for the career opportunity.

2. Announcements, Applications, Recommendations

a. Announcement by the President or designee of the intention to fill a position shall activate the process.

b. The President or designee will indicate whether applicants for the position will be recruited only internally or whether there will be simultaneous internal/external recruitment. If there is a determination that the applicants will be recruited only internally, the position announcement will so indicate. An initial decision that applicants will be recruited only internally shall not later preclude the College/University, after reviewing the internal applicants, from advertising the position externally.

c. The announcement of the career opportunity will include a description of the position, expected educational and professional requirements, the salary range for the position and the name of the appropriate administrator who will receive applications from interested internal candidates.

d. The announcement of the career opportunity will be posted for a period of at least ten (10) working days where personnel notices are normally placed at the College/University, and will be included in the house organ. At the time the announcement of the career opportunity is posted a copy will be sent to the Local UNION President.

e. Professional staff employees may apply for an announced career opportunity within the time specified on the announcement. The application may be accompanied by any substantiating documentation which the individual cares to submit.

f. All qualified internal candidates will receive an interview for the career opportunity.

g. Each internal candidate will be notified in writing of the President's or designee's decision with respect to his or her candidacy. This decision will indicate that:

1) the applicant has been offered the position, or 2) the applicant has not been offered the position, or 3) the position will now be advertised externally and he or she will continue to be considered for the position together with external candidates.

h. All career opportunities are subject to the affirmative recommendation of the President and the approval of the Board of Trustees.

F. Reclassification

1. When the duties and responsibilities contained in the employee's local job description change to the extent that they are no longer similar to the duties and responsibilities set forth in the current generic job specification, ~~may make~~ the position may be eligible for a position reclassification review. Professional staff employees may apply to the first level non-unit supervisor for a position reclassification whenever their duties and job responsibilities have changed as set forth above.

2. At each College/University, the procedures for position reclassification review shall provide for completion of the process and transmission of a final determination to the affected employee within ninety (90) days from the date of submission of the employee's application. Waivers of the deadline in particular cases may be agreed to by the College/University and the Local UNION. Reasonable requests for waivers will be granted.

G. Staff Meetings

There shall be periodic staff meetings with the appropriate unit director. Professional staff members may suggest items for inclusion on the agenda of such meetings.

H. Each professional staff position shall have a job description, which shall be included in the personnel file of the employee.

I. The procedures governing career opportunities, reclassification and job reevaluations shall be available for review in the College/University Office of Human Resources. If and when a new handbook is published at any College/University, such procedures shall be included therein.

J. With the approval of the appropriate supervisor, qualified full-time professional staff may be permitted to teach courses on an overload basis, if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provisions of Article XI. C. Such permission shall not be arbitrarily or capriciously withheld. At the option of the College/University and with the approval of the supervisor, qualified part-time professional staff may be permitted to teach courses on an overload

basis if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provisions of Article XI. N.

K. In addition to participating in the Career Development Program as set forth in Appendix II, full-time professional staff may make application for paid leave of up to one semester for the purpose of personal development aimed at improving professional skills mutually beneficial to the College/University and the employee. These leaves shall be funded at three-quarters (3/4) salary. There shall be a statewide total of twenty-four (24) such leaves in each fiscal year of the Agreement. There shall be no carry-over of such leaves from one fiscal year to another.

After consultation with the Local UNION, the College/University will publish the criteria for the standards by which the proposals will be reviewed and approved.

Each applicant will submit a written proposal to the appropriate supervisor, who will review it and make a recommendation to the unit director. The director will, in turn, submit the supervisor's recommendation and the director's own independent recommendations to the President or designee thereof, who may approve or disapprove the proposal, or accept it in modified form.

L. The provisions of Article XVII.F shall be applicable to members of the professional staff for which parallel 10-month titles exist.

M. The applicable career opportunity and promotion procedures shall be fairly and equitably applied to all internal candidates.

N. Article VII of the Agreement shall apply to career opportunities and promotions under the same terms and limitations as such Article applies to faculty promotions.

ARTICLE XVII LIBRARIANS

A. Initial Appointments

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

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

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

B. Promotions

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

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

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

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

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

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

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

C. Concurrent Academic Rank

The following are the rank equivalencies for the Assistant Director of the Library and full-time Librarians I, II and III:

State College/University Payroll Title	Concurrent Academic Rank
Assistant Director of the Library	Professor in the Library
Librarian I	Associate Professor in the Library
Librarian II	Assistant Professor in the Library
Librarian III	Instructor in the Library

D. Library Personnel Committee

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

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

E. Staff Meetings

There shall be, at minimum, quarterly staff meetings of librarians in the negotiating unit and other professionals assigned to the library with the Director of the Library to inform, consult and advise on matters of concern to the library. Such unit members may suggest items for inclusion on the agenda of such meetings. Such matters of concern may include discussion of the general structure of the library.

F. Change in Status, Librarians

1. a. Full-time librarians may make written application to the President of the College/University, or his or her designee, for a one-year change in status from twelve-month employment to ten-month employment.

2. Such application shall be made by May 1 of the fiscal year prior to the year in which the change is requested. The President may approve the change in status, at his or her

discretion, based upon the needs and work pattern of the library, and such approval shall not be unreasonably withheld.

3. In the event the change in status is approved, the employee shall be off the payroll from July 1 to August 31 of the fiscal year following the request. The employee will return to the payroll upon reporting on September 1.

4. Accrued vacation time or sick leave may not be utilized during the period when the employee is off the payroll.

G. The scheduled hours for librarians shall not involve split work periods, other than those provided for meals, except as may be required by unanticipated needs or for periods of special activity.

H. Employees who are released from their regular duties to attend work-associated meetings and conferences, or who participate in union activities as provided in Article X.F, or who participate in professional improvement programs which include but are not limited to activities such as courses and seminars, shall not be required to make up the time missed.

I. With the approval of the appropriate supervisor, qualified full-time librarians may be permitted to teach courses on an overload basis if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provisions of Article XI.C. Such permission shall not be arbitrarily or capriciously withheld. At the option of the College/University and with the approval of the supervisor, qualified part-time librarians may be permitted to teach courses on a overload basis if such teaching does not interfere with the primary responsibility of the individual and if it does not violate the provisions of Article XI.N.

ARTICLE XVIII DEPARTMENT CHAIRPERSONS

A. Department Chairpersons shall be elected by the members of the department and appointed by the President and shall serve for a term of three (3) academic years. Prior to the initiation of this process, the President or his/her designee shall meet with a committee of the department to address concerns, if any, regarding the departmental procedures, and to consult concerning the criteria for selection. In the event individuals from outside the department are to be nominated, the Faculty Committee and all voting members of the department shall be provided with comprehensive, relevant information regarding those candidates' qualifications.

B. In the event that the President rejects an elected individual, the President or his/her designee must deliver his/her reasons, either formally in writing or informally in person,

to the department at a meeting called for that purpose. The department will then hold another election as soon as practicable.

C. The Faculty Committee referred to above shall consist of five (5) members of the involved department elected by the membership of the department, unless the involved department consists of five (5) or fewer members, in which case the Faculty Committee shall consist of all the members of the involved department.

D. Those department chairpersons serving as of the date of the execution of this Agreement shall complete their term. Terms of office begin on July 1. Elections occur in the spring of the preceding academic year and shall normally be completed by April 30.

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

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

ARTICLE XIX

HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, EYE CARE PROGRAM AND MAINTENANCE OF BENEFITS

A. The State Health Benefits Program is applicable to full-time employees covered by this Agreement.

1. The State Health Benefits Program includes Traditional Indemnity, Managed Care/Point of Service (NJ PLUS), and HMOs approved by the State Health Benefits Commission; employees will have the option on the open enrollment dates of selecting one plan.

2. a. The State of New Jersey Managed Care/Point of Service (NJ PLUS) will remain without any premium payment during the term of this Agreement.

b. Effective July 1, 2003, new employees are not eligible for coverage in the Traditional Plan. Employees hired prior to July 1, 2003, who elect coverage in the Traditional Plan, shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission.

c. Employees who elect coverage in an HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission.

3. Coordination of Benefits – Effective July 1, 2004, if a husband and wife are both eligible for coverage under the State Health Benefit Program as employees:

a. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse.

b. Each qualified dependent is eligible for coverage under one parent only.

4. Deductibles – Effective July 1, 2004, Traditional Plan deductible will increase from \$100 to \$250.

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

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

7. Co-payments – Effective July 1, 2004, HMO/NJPLUS co-payments for primary and specialists increase from \$5.00 to \$10.00.

B. The STATE will extend to a maximum period of ninety (90) days the health insurance coverage for eligible employees and their covered dependents enrolled in the STATE Health Benefits Program upon exhaustion of such employee's accumulated sick and vacation leave and who are granted an approved sick leave without pay with the cost being paid as herein provided above.

C. In those instances where the leave of absence (or an extension of such leave) without pay is for a period of more than ninety (90) days, the employees may still prepay Health Benefits premiums at the group rate provided to the STATE for the coverage provided in paragraph A 1 for the next two hundred seventy (270) days of the approved leave of absence following the period of ninety (90) days paid for by the STATE as provided in paragraph B above.

D. Prescription Drug Program

It is agreed that the STATE shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the STATE. It shall provide benefits to all eligible full-time unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the STATE from funds provided for the Program subject to a deductible provision which shall increase effective July 1, 2004 to \$10.00 for name brand and \$3.00 for generic drugs. Mail order co-payment shall increase to \$15.00 for name brand and \$5.00 for generic drugs. The renewal of such prescription shall be subject to specific procedural and administrative rules and regulations, which are part of the Program.

Each employee shall be provided with an authorization and identification card, a list of the participating pharmacies in the Program and a brochure describing the details of the Program. It is further agreed that the brochure shall incorporate on its title page the joint STATE and UNION initiatives and participation in this Program. The authorization and identification card shall include the UNION identification and emblem(s). The UNION shall have the opportunity to attach an explanatory letter when such cards are delivered to the employees.

E. Dental Care Program

It is agreed that the STATE shall continue the Dental Care Program during the period of this Agreement. The program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed 50% of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible employee to enroll and elect the type of coverage desired, and, once enrolled, continued participation shall be mandatory.

Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.

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

Employees have, in addition to the program outlined above, an option to participate in one of the current Group Dental Programs that provide services through specific dental clinics and which will continue during the term of this Agreement with the understanding that the providers comply with their contractual obligations to the State. Participation in any of the various Group Dental Programs shall be voluntary with a condition that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the coverage for a one year period. Employees will be able to enroll in only one of the available programs or in no program at all.

F. Eye Care Program

It is agreed that the STATE shall continue the Eye Care Program during the period of this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible full-time unit employees and their eligible dependents (spouse and unmarried children under twentythree (23) years of age who live with the employee in a

regular parent-child relationship). The extension of benefits to eligible dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The Program shall provide for eligible full time employees and eligible dependents as defined above to receive a \$35 payment for prescription eyeglasses with regular lenses and a \$40 payment for such glasses with bifocal lenses. Effective July 1, 2005 the lens benefit will be increased by \$5.00 pursuant to the current bi-annual formula.

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

Proper affidavit and submission of receipts are required of the employee in order to receive payment. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period from July 1, 2003 to June 30, 2004, and one payment for glasses and one payment for examination during the period from July 1, 2005 to June 30, 2007. The forms to be filled out by the employee for payment shall identify both the STATE and the Union, but shall be submitted directly to the College/University where the employee is employed.

G. Maintenance of Benefits

The fringe benefits heretofore provided to full-time employees in this negotiating unit, such as the Health Benefit Program, Life Insurance, and the like, shall remain in effect without diminution during the term of this Agreement unless otherwise modified herein.

This Agreement is not intended to diminish the salary now paid to an employee who continues in the employment of the STATE whose status continues unchanged.

ARTICLE XX

COMPENSATION FOR OUTSIDE-FUNDED ACTIVITIES

A. In the event that a College/University offers academic programs or services which are funded from sources other than those specifically provided for the College/University in any STATE appropriations act, or in the event that the College/University approves acceptance of a grant initiated by an employee, the President of the College/University will allow each authorized employee to receive compensation therefrom up to thirty percent (30%) of his or her base salary or \$18,000, whichever is greater.

B. Compensation for work described in Paragraph A above may not exceed the amount of moneys provided to the College/University from funding sources for salaries or the amount or rate of compensation established in funding guidelines.

C. Where compensation is received by an employee for employment under academic programs or services which are funded from sources other than those specifically provided for the State College/University in any STATE annual appropriations act, such compensation shall be at the rate established for overload compensation or at a higher rate, at the option of the STATE. The STATE shall not unreasonably deny an employee a rate of compensation higher than the overload rate where outside funds are available for such purpose.

D. Notwithstanding Paragraph A above, nothing herein shall be construed to limit the discretion of the College/University to assign alternate assignments within load to an employee either in lieu of, or in combination with, the compensation set forth in Paragraph A above. Alternate assignments within load are not limited by the monetary limitations set forth under Paragraph A above.

E. Prior to submission of a grant application to a granting agency, the President or his or her designee shall indicate to the involved employee whether or not the College/University intends to utilize alternate assignments within load in connection with the grant, if approved by the granting agency and accepted by the College/University. The College/University shall not reserve this option in all grant applications but rather shall exercise independent case-by-case judgment. The College/University may, after discussion with the involved employee, eliminate the alternate assignments within load and substitute compensation in accordance with this Article. If the President indicates that overload compensation is to be utilized, he or she shall also indicate the anticipated rate thereof prior to the submission of the grant application.

F. Nothing herein shall be construed to limit the discretion of the College/ University to accept or reject any outside-funded program or service or any grant.

ARTICLE XXI
SALARY AND FRINGE BENEFIT AGREEMENT
FOR JULY 1, 2003 to JUNE 30, 2007

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

A. There shall be no increase effective July 1, 2003

B. There shall be a two and nine-tenths percent (2.9%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective on or about July 1, 2004 for 12 month employees and September 1, 2004 for 10 month employees.

C. There shall be a two percent (2.0%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective on or about July 1, 2005 for 12 month employees and September 1, 2005 for 10 month employees.

D. There shall be a two percent (2.0%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective on or about January 1, 2006 for 12 month employees and on or about February 1, 2006 for 10 month employees.

E. There shall be a two and twenty-five hundredth percent (2.25%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective on or about July 1, 2006 for 12 month employees and September 1, 2006 for 10 month employees.

F. There shall be a two and thirty-five hundredths percent (2.35%) across-the-board increase applied to the current base salary of each employee covered by this Agreement effective on or about January 1, 2007 for 12 month employees and on or about February 1, 2007 for 10 month employees.

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

H. Normal increments shall be paid to all employees eligible for such increments according to the terms of this Agreement. Effective on or after June 24, 2006, there shall be a twelfth step added to all ranges. Employees who have been at the eleventh step of the same range for fifty-two (52) full pay periods or longer shall be eligible for movement to the twelfth step if warranted by performance.

I. The STATE shall fund the Tuition Reimbursement Program and Career Development Program set forth in Article XXVIII and Appendix II at \$350,000 for each fiscal year of this Agreement. Said funds shall be apportioned among the Colleges/Universities according to the number of members of the bargaining unit at each College/University as of the close of the preceding fiscal year. In each fiscal year a minimum of \$100,000 of said funds shall be reserved for the Tuition Reimbursement Program. Any unused Tuition Reimbursement monies shall revert to the Career Development Program.

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

K. The Special Merit Award Program shall be continued with funding at a maximum of \$500,000 in each year of the Agreement. Funds will be apportioned among the

Colleges/Universities according to the number of members of the bargaining unit at each College/University as of the close of the preceding fiscal year. Funding is subject to legislative appropriation. The criteria that will be utilized in assessing the qualifications of eligible employees will be established by the STATE. Procedures for merit award consideration previously utilized will be followed during the term of this Agreement. The first level of consideration shall be a committee, which shall be appointed by the President or his or her designee. The UNION may have representation on the committee if it chooses to participate. At each College, the UNION may, within thirty (30) days of the signing of this Agreement, notify the College/University President that the UNION wishes to participate on the committee if it has not done so in the past. The UNION representative(s) shall be chosen by the UNION. The applicable procedures and a statement of the criteria shall be provided in written form for the understanding of all affected employees. Special Merit Awards will be made after May 1 of each year of the Agreement and shall be made as one-time cash payments not included in base salary. The number and the amount of the awards will be determined by the STATE.

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

Assistant Professor	Ranges 22, 24 and 25
Associate Professor	Ranges 26, 28 and 29
Full Professor	Ranges 30, 32, 33 and X

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

Assistant Professor	Ranges 25, 27 and 28
Associate Professor	Ranges 29, 31 and 32
Full Professor	Ranges 33, 35 and X

2. The College/University may, at its discretion, hire faculty at any step of any salary range associated with any academic rank.

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

4. There shall be a Range Adjustment Program at each College/University where full-time faculty are employed. Full-time faculty members who meet or exceed the merit-based criteria established for range adjustments are eligible to be considered for and may apply for a range adjustment within rank. The merit-based criteria will be established by the College/University and published for the understanding of affected employees. The

procedures for consideration will be negotiated between the College/University and the Local UNION. The procedures for consideration utilized in the College/University, if universally applicable, or in a division, department or similar unit in which the faculty member is employed, shall be fairly and equitably applied to all applicants and nominees.

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

M. Where funds, funding obligations, leaves, or other benefits to employees are allocated among the Colleges/Universities pursuant to this Agreement, the College/University presidents shall designate an individual to calculate the specific figures for each College/University. In making the calculation, said individual shall strictly adhere to the terms of this Agreement concerning such allocation. After consulting with the UNION, and prior to the distribution of any money to individuals, the designee shall inform each College/University and the UNION of the specific figures for that College/University.

N. The parties to the 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 improvements, which may assist in realizing that objective.

ARTICLE XXII

ANNIVERSARY DATES, PAY ADJUSTMENTS AND PAYROLL (Note: Subject to final revisions)

A. Salary Schedule

1. The salary schedule, consisting of a series of salary ranges containing minimum, maximum and intermediate salary steps, is set forth in Appendix V.
2. No employee shall be paid below the minimum or above the maximum of the range assigned to his or her title except by agreement between the parties.

B. Anniversary Date Assignment

1. An employee's anniversary date is the biweekly pay period in which an employee is eligible, if warranted by performance and place on the salary range, for a salary increase (normal increment) pursuant to the provisions of Article XXI. An employee receiving a normal increment shall advance to the next highest step in the range assigned to his or her title. Employees at the maximum of their range do not receive an increment on their anniversary dates.

2. Each employee shall, upon appointment, be assigned an anniversary date which shall be the pay period following the completion of twenty-six (26) full pay periods of employment if the employee is appointed to Steps 1-7. If the employee is appointed to Step 8 -10, the anniversary date shall be the pay period following the completion of thirty-nine (39) full pay periods of employment. Effective on or after June 24, 2006, when the twelfth (12th) step is added, if the employee is appointed to Step 11, the anniversary date shall be the pay period following the completion of fifty-two (52) full pay periods of employment

Notwithstanding the above, if the employee is appointed to the range maximum their anniversary date is advanced twenty-six (26) full pay periods.

3. Should an employee be placed on the payroll on the first Monday of a pay period, or on the first Tuesday of a pay period wherein the Monday is a holiday or special day off, that pay period shall be the first of the 26 (39 or 52) full pay periods. Employees appointed at other times shall begin the 26 (39 or 52) full pay periods on the first day of the next pay period of employment.

4. Upon receiving a normal increment, an employee's anniversary date shall be advanced twenty-six (26) pay periods if the employee is on or below Step 7 after receiving the increment, thirty-nine (39) pay periods if the employee is on Step 8 through 10 after receiving the increment. Effective on or after June 24, 2006, when the twelfth (12th) step is added, an employee's anniversary date shall be advanced fifty-two (52) pay periods if the employee is on Step 11 after receiving the increment. However, if the employee is on the range maximum after receiving the increment, the anniversary date is advanced twenty-six (26) pay periods. (See Paragraph B.1)

C. Pay Adjustments and Changes in Anniversary Dates

1. Promotion or Appointment to a Title with a Higher Salary Range

a. An employee, when advanced from one title to another, shall move up one step in the current range and be placed on the step of the new range that is equal thereto in salary, or if no step is equal in salary, on the next higher step.

1) When the total salary increase is less than two increments of the old range, the employee's anniversary date will not be changed, except as provided in (c), (d) or (e) below.

2) When the total salary increase is equal to or greater than two increments of the old range, the employee shall be assigned a new anniversary date, as set forth in Paragraph B.2 above.

b. When an employee at the range maximum has been at the maximum for at least thirty-nine (39) pay periods, or effective on or after June 24, 2006 - fifty-two (52) pay periods, the employee shall receive, if otherwise eligible, an extra increment in the new range in addition to the increase due by reason of the advancement, providing the advancement adjustment does not take the employee to the new range maximum. This provision for an extra increment shall not apply if the normal advancement adjustment as set forth in Paragraph C.1(a) above is greater than three increments of the range from which the employee is advanced. In either case, the employee shall be assigned a new anniversary date on the basis of the effective date of the salary increase as set forth in Paragraph B.2 above.

c. Effective until June 24, 2006, If the employee has been at the eighth or higher step of a range for less than 39 pay periods before advancement, and,

1) If the advancement results in Step 7 or less, the employee's anniversary date will be the pay period which reflects the difference between the time previously served at Step 8 or higher and 39 pay periods, but in no case shall the anniversary date be more than twenty-six (26) full pay periods from the effective date of the advancement;

2) If the advancement results in Step 8 or higher, (but not the range maximum), the anniversary date will be determined in accordance with C.1(a);

3) If the advancement results in the range maximum, the anniversary date becomes the pay period following the completion of twenty-six (26) full pay periods from the effective date of the advancement.

d. Effective on or after June 24, 2006, if the employee has been at the eighth through tenth step of a range for less than 39 pay periods before advancement, and,

1) If the advancement results in Step 7 or less, the employee's anniversary date will be the pay period which reflects the difference between the time previously served at Step 8, 9 or 10 and 39 pay periods, but in no case shall the anniversary date be more than 26 full pay periods from the effective date of the advancement;

2) If the advancement results in Step 8, 9 or 10 the anniversary date will be determined in accordance with C.1(a);

e. Effective on or after June 24, 2006, if the employee has been at the eleventh or twelfth step of the range for less than 52 pay periods before advancement, and,

1) If the advancement results in Step 7 or less, the employee's anniversary date will be the pay period which reflects the difference between the time previously served at step 11 or

12 and 52 pay periods, but in no case shall the anniversary date be more than twenty-six (26) full pay periods from the effective date of the advancement;

2) If the advancement results in Step 8, 9 or 10 the employees anniversary date will be the pay period which reflects the difference between the time previously served at Step 11 or 12 and 52 pay periods, but in no case shall the anniversary date be more that 39 full pay periods from the effective date of the advancement;

3) If the advancement results in Step 11 the anniversary date will be determined in accordance with C.1(a);

4) If the advancement results in the range maximum, the anniversary date becomes the pay period following the completion of twenty-six (26) full pay periods from the effective date of the advancement.

2. Reevaluation of a Title to a Higher Salary Range

When a title is assigned to a higher salary range the individual shall receive a salary adjustment in accordance with the applicable provisions of Subsection C.1.

3. Demotion or Appointment to a Title with a Lower Salary Range

An employee, when demoted or appointed to a title with a lower salary range, shall move down one step in the old range and shall be placed on the step of the new range that is equal thereto in salary, or if no step is equal in salary, on the next higher step. In no event, however, shall the employee's salary in the new range exceed the range maximum. The anniversary date is retained.

4. Reevaluation of a Title to a Lower Salary Range

When a title is assigned to a lower salary range, the individual shall receive a salary adjustment in accordance with the applicable provisions of Subsection C.3.

D. Anniversary Dates and Pay Adjustments for Employees Moving From 10-Month to 12-Month Positions and From 12-Month to 10-Month Positions

1. All titles are evaluated on the basis of 12 months. The same 10-month title is three ranges lower than the 12-month title.

2. When an employee moves from a 10-month position to a 12-month position in the same or different title, the following pay adjustments shall be made:

a. When the 12-month position is compensated three ranges higher than the 10-month position, the employee shall remain at the same step in the new range as he/she occupied in the former range. There shall be no change in the anniversary date.

- b. When the 12-month position is compensated more than three ranges above the 10-month position, the employee shall be placed on the same step three (3) ranges up, and then the procedures set forth in Subsection C.1 above shall be applied.
- c. When the 12-month position is compensated less than three ranges above the 10-month position, the employee shall be placed on the same step three (3) ranges up and then the procedures set forth in Subsection C.3 shall be applied.
3. When an employee moves from a 12-month to a 10-month position, in the same or different title, the following pay adjustments shall be made:
 - a. When the 10-month position is compensated three ranges lower than the 12-month position, the employee shall remain at the same step in the new range as he/she occupied in the former range. The anniversary date shall not be changed unless that date falls within the two-month period when the employee is not scheduled to work. In that case, the anniversary date shall be advanced to the first full pay period in which the employee resumes work. The procedures in Paragraph B.1 shall apply.
 - b. When the 10-month position is compensated more than three ranges below the 12-month position, the employee shall be placed on the same step three (3) ranges down, and then the procedures set forth in Subsection C.3 shall be applied.
 - c. When the 10-month position is compensated less than three ranges below the 12-month position, the employee shall be placed on the same step three (3) ranges down and then the procedures set forth in Subsection C.1 shall be applied.

E. Employees in Non-Pay Status

1. Except as set forth in Subsections E.4 and E.5 below, time spent by an employee in non-pay status will not be included in total time of employment when calculating eligibility for a normal increment.
2. An employee's anniversary date shall advance by one full pay period for each full pay period in non-pay status.
3. If an employee is in non-pay status on an intermittent basis during the course of a calendar year, his/her anniversary date shall advance by one pay period for each 10 working days in non-pay status.
4. Whenever a change in the anniversary date of a 10-month employee is required, the two-month period in which the employee is not scheduled to work shall be excluded from the service requirements in the calculation of the new anniversary date.
5. The following exceptions apply to Subsection E.1 above:
 - a. Military leave without pay;

- b. Educational leave without pay for employees on tenure or multi-year contracts;
 - c. Sick leave injury extended to leave without pay;
 - d. Leave without pay while receiving workers' compensation benefits as a result of an employment-connected accident.
6. Any advancement of an anniversary date resulting from time spent in non-pay status shall be reported to the affected employee in writing.

F. Payroll

1. Each pay period shall consist of fourteen (14) calendar days commencing at 12:01 a.m. Saturday and ending at midnight on the second Friday following. The first pay period of Fiscal Year 1995-96 (14/95) commences on June 24, 1995.
2. Paychecks shall be released to employees on the Friday following the close of the pay period. If that day is a holiday as set forth in Article XXV, paychecks shall be released on an alternate payday, which shall be the last previous working day. Paychecks may be released prior to payday at the option of the College/ University.
3. For employees who intend to retire in June, the last payment will be made to the employee's retirement program prior to June 30, if one month's notice is provided to the College/University.

ARTICLE XXIII REIMBURSEMENT FOR TRAVEL

- A. Approved expenditures for official travel on College/University business which have been incurred shall be reimbursed.
- B. Employees may be given advance payment for the approved anticipated expenses of authorized travel on College/University business over \$100, provided that a request for a travel advance has been submitted consistent with locally established procedures. The amount of the advance may be up to 75% of anticipated expenditures above \$100.00 but less than \$300.00 and up to 90% of anticipated expenditures above \$300.00. The College/University may provide a College/ University credit card or advance billing procedures in lieu of advance payment. Upon completion of travel, the employee shall follow normal expense reimbursement submission procedures.
- C. Employees shall be reimbursed for travel expenses within thirty (30) days of submission of the completed request for reimbursement and all required documents or at such earlier time as may be specified in College/University travel policies and procedures.

D. Whenever transportation is required as a part of the duties of an employee, the College/University shall prescribe the use of a College/University vehicle or the means of public transportation to be utilized or, with the agreement of the individual, the use of his or her private vehicle and will be responsible for indemnification for such sanctioned use pursuant to appropriate legislation. Employees who do not hold a current valid driver's license shall not drive. The College/University shall reimburse the employee for such use of his or her private vehicle at the rate established by legislation.

E. Approved Travel Involving Overnight Lodging

1. Housing shall be reimbursed at actual reasonable cost up to a maximum of \$75.00 per night.

2. The College/University shall reimburse employees for meals in connection with overnight travel as follows:

Breakfast \$8.00

Lunch \$8.00

Dinner \$20.00

No receipts shall be required when the total per diem reimbursement for meals is \$36.00 or less.

3. In any case where the total per diem reimbursement exceeds \$100.00 for lodging and meals or the reimbursement for meals exceeds \$36.00, a substantial justification must be provided, since costs will be considered to be in excess of “actual reasonable expenditures.”

4. Meals scheduled as an integral part of convention or conference proceedings shall be reimbursed at full cost, rather than at the above rate. If a meal or meals are included in convention or conference fees, the allowance set forth above for said meal or meals shall be deducted from the per diem subsistence allowance.

F. The cost of an official luncheon or dinner which an employee is authorized to attend shall be reimbursed where such meal is scheduled as an integral part of an official proceeding or program related to College/University business and the employee's responsibilities.

G. When an employee works three or more consecutive hours beyond the end of the normal workday, the employee shall be provided with reimbursement for a meal at cost up to a maximum of \$7.50, provided the extended workday has been authorized.

H. Grant-funded travel shall be reimbursed at the same rates as other travel unless a higher rate has been authorized and provided for in the grant.

I. Utilization and distribution of monies budgeted to a College/University_department or equivalent academic unit or library (the availability of which will be made known) to cover expenses for travel, meals, or lodging for attendance at professional improvement meetings, workshops, conferences and other approved functions shall be approved by a dean or his or her designee and be consistent with this Agreement and the regulations of the College/University. Recommendations for such use shall be initiated by the department, equivalent academic unit or library. An individual employee within the department, equivalent academic unit or library shall initiate a request for use of such funds with the Chairperson or Supervisor, who shall keep the members of the department generally informed of recommendations made.

ARTICLE XXIV VACATION - SICK LEAVE

A. Definitions:

Unless otherwise indicated, whenever used in this Article:

1. The term “full-year employee” shall mean an employee having a twelve-month professional obligation.
2. The term “ten-month employee” (September 1 to June 30) shall mean any employee other than a full-year employee.

B. Vacation Leave

1. Full-Year Employees

Full-year employees, other than those serving in the titles of Demonstration Teacher, Demonstration Specialist–A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, shall accrue one and one-half (1½) days of vacation credit for each full month of service from the date of appointment through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which initial appointment occurred, said employees shall accrue twenty-two (22) days vacation credit.

2. Ten-Month Employees

Ten-month employees, other than those serving in the titles of Demonstration Teacher, Demonstration Specialist–A. Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor or Distinguished Professor, shall accrue one and one-half (1½) days vacation credit for each full month of service from the date of appointment

through December 31 of the year in which the appointment occurs. For each succeeding calendar year following the year in which the appointment occurred, said employees shall accrue eighteen (18) days vacation credit.

3. Part-time employees other than those serving in the above titles shall be entitled to a proportional number of paid vacation days. The part-time employee's workload as established in the employment contract will be used to determine the number of pro-rata vacation days.

4. General

a. For the purpose of vacation credit computation, twenty (20) work days within a calendar month shall equal a full month of service.

b. A maximum of one (1) full year's vacation credit may be carried over to the next calendar year with the approval of the President or his or her designee.

c. Upon termination, employees shall be entitled to unused earned vacation allowance for the current year, pro rated upon the number of months worked in the calendar year in which the termination takes place, and any unused earned vacation credit which may have been carried over from the preceding calendar year.

d. In the event an employee dies having earned unused vacation credits, a sum of money equal to such vacation credits shall be calculated and paid to his or her estate.

e. Use of vacation credit must be approved in advance by the President of the College/University or his or her designee.

f. Employee requests for the approval of utilization of vacation days or accrued compensatory time for the purpose of religious observance shall not be unreasonably denied.

C. Sick Leave

Employees may on occasion be unavoidably absent because of personal or family illness. An employee who finds it necessary to be absent because of illness should communicate with the President or his or her designated officer as soon as possible.

Sick leave is occasioned by the absence of an individual from duty because of illness, accident, exposure to contagious disease, necessary attendance upon a member of the immediate family who may be seriously ill, or death in the immediate family.

Employees are entitled to one and one-quarter (1¼) days of sick leave for each completed month of employment for a total of twelve and one-half (12½) days annually for ten-month employees and a total of fifteen (15) days annually for twelve-month employees.

Part-time employees shall be entitled to a proportional amount of sick leave. The part-time employee's workload as established in the employment contract will be used to determine the pro rata sick leave. All unused sick leave shall be cumulative.

Consideration may be given by the Board of Trustees to advancing sick leave beyond the days accumulated for full-time employees. Any such advance must be paid back by the involved employee. Pay-back by the involved employee shall be by arrangement for deduction from subsequent accumulation of sick leave, except where the individual leaves the employ of the College/University prior to completing the pay-back.

D. Special Sick Leave

If an employee is medically unable to work full time, but is capable of working a reduced load, the employee may be permitted to work at such reduced load, receive full pay, and use pro rated earned sick leave to make up the difference between the reduced workload and the regular full-time workload. Earned sick leave used in this manner shall be deemed Special Sick Leave. The President or his/her designee may require appropriate medical documentation that the employee can work part time but not full time. Additionally, the President or his/her designee may consider operational needs in deciding whether the employee may work on a part-time basis. An employee's request to use Special Sick Leave shall not be unreasonably denied.

ARTICLE XXV HOLIDAYS

A. 1. Employees except those serving in the titles of Demonstration Teacher, Demonstration Specialist–A, Harry Moore School, Instructor, Assistant Professor, Associate Professor, Professor, or Distinguished Professor, when required to work on a legal holiday or on a holiday declared by the Governor by proclamation, shall be granted an alternate day off that is consistent with the work pattern of the College/University.

2. The legal holidays for the purpose of this Agreement are as follows:

New Year's Day

Martin Luther King's Birthday (3rd Monday in January)

Lincoln's Birthday

Washington's Birthday (3rd Monday in February)

Good Friday

Memorial Day (last Monday in May)

Independence Day

Labor Day

Election Day

Columbus Day (2nd Monday in October)

Veterans' Day (November 11)

Thanksgiving Day

Christmas Day

3. In the event any of the above legal holidays fall on a Sunday, it shall be celebrated on the following Monday.

4. In the event any of the above legal holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

5. Nothing herein shall be construed to limit the right of the College/University to require employees to work on any of the aforementioned legal or proclaimed holidays.

B. Employees who are in pay status on the day immediately before an authorized holiday shall receive pay for the holiday.

C. Part-time professional staff and librarians shall receive proportionate credit based on the employee's work schedule for a holiday if the employee's work schedule includes work time on that holiday. In no event shall the employee receive more than 1/5 of the scheduled hours of the workweek as credit for one holiday.

ARTICLE XXVI **LEAVES OF ABSENCE**

A. Leave of Absence Due to Injury (Sick Leave Injury)

1. Employees who are disabled because of job-related injury or disease shall be granted leave of absence with pay if the conditions and requirements set forth below are met.

2. Any part of the salary or wages paid or payable to an employee for disability leave shall be reduced by the amount of any temporary disability payments under N.J.S.A. 34:15-12 (Workers' Compensation) or N.J.S.A. 43:21-25 et seq. (Temporary Disability Benefits Law).

3. Such leave shall be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the employee.

4. An employee who can return to work on a part-time basis shall be compensated for the time actually worked and receive sick leave injury (SLI) benefits for the time missed due to the disability.

5. Standards

a. The disability must be an injury or illness resulting from the employment.

(1) Injuries or illnesses which would clearly not have occurred but for a specific work-related accident or condition of employment are compensable.

(2) Pre-existing illnesses, diseases and conditions aggravated by a work-related accident or condition of employment are not compensable where such aggravation was reasonably foreseeable.

(3) Illnesses, which are generally not caused by a specific work-related accident or condition of employment, are not compensable except where the claim is supported by medical documentation that clearly establishes the injury or illness is work-related.

(4) Psychological or psychiatric illness shall not be compensable, except where such illness may be traced to a specific work-related accident or occurrence which traumatized the employee, thereby creating the illness, and the claim is supported by medical documentation.

(5) An injury or illness is not compensable when the College/University has established that the employee has been grossly negligent, including those injuries or illnesses arising from impairment due to alcohol or drug abuse.

b. Any accident resulting in injury for which the employee seeks compensation must occur on the work premises except as in b (2) below.

(1) For purposes of this Section, work premises is the physical area of operation of the College/University, including buildings, grounds and parking facilities provided by the College/University for the benefit of its employees.

(2) An injury occurring off the work premises is compensable only when the employee is engaged in authorized work activity or travel between work stations.

c. For the injury to be compensable, it must occur during normal work hours or approved work time.

(1) Injuries which occur during normal commutation between home and the work station or home and a field assignment are not compensable.

(2) Injuries which occur during lunch or break periods are not compensable. However, employees who are required by the College/University to remain at a particular job

location during lunch and/or workbreak shall not be precluded from receiving SLI benefits.

d. The burden is on the employee to establish by a preponderance of the evidence that he or she is entitled to SLI benefits.

6. Procedures

a. The employee is required to report to his or her supervisor any accident or work condition claimed to have caused the disability upon its occurrence or discovery and is responsible for completing a written report on the matter within five days or as soon as possible thereafter. The report shall include a statement of when, where and how the injury or illness occurred, statements of witnesses and copies of all medical reports concerning the injury or illness.

b. The College/University shall review the request for Sick Leave Injury (SLI) benefits based on the standards set forth above and within twenty (20) days of receipt of the request shall:

(1) Grant the request and notify the employee in writing that the benefits have been approved; or

(2) Deny the request, inform the employee of the reasons for the denial and advise the employee of the right of appeal pursuant to N.J.S.A. 18A:3B-6(f). A violation of Article XXVI.A is not grievable under this Agreement.

c. The College/University may require the employee to be examined by a physician designated and compensated by the College/University.

B. Leave of Absence Without Pay

1. Any full-time employee on tenure or a multi-year contract may apply for a leave of absence without pay, not to exceed one (1) year. Such leaves may be extended on an annual basis for a period not exceeding two (2) additional years. Application for such leave or extension thereof shall be filed with the President of the College/University.

Only the positive recommendations by the President will be forwarded to the Board of Trustees for final action. Under unusual circumstances as determined by the College/University, an employee on tenure or a multi-year contract may be granted a leave without pay beyond the aforementioned three (3) years with the approval of the President and final action of the Board of Trustees.

2. Probationary employees and part-time employees may apply for leaves of absence without pay, not to exceed six (6) months of the work year being served at the time of the request. Such employees will be eligible for leave of absence without pay, not to exceed six (6) months of the work year next following the year in which the request is made, providing that such employee has received notification of reappointment for such next

following work year. For purposes of pursuing terminal degrees, probationary employees may apply for leaves of absence without pay, not to exceed one (1) year. Under unusual circumstances as determined by the College/University, a probationary employee may be granted a leave without pay beyond the aforementioned one (1) year with the approval of the President.

In any event, such employees on leaves of absence are subject to all reappointment evaluation procedures and must cooperate in such procedures notwithstanding their leave of absence status. When a full-time probationary employee applies for a leave of absence without pay, he or she will be informed in writing when his or her candidacy for tenure or a multi-year contract will be considered by the College/University on the assumption that the leave is granted and the candidate is reappointed through the probationary period.

3. Continuation of benefits for full-time employees during the period of any leave of absence without pay is determined under appropriate legislation and rules and regulations implementing such legislation.

4. Leaves of absence without pay may be granted for education, parental need, non-medical maternity or other reasons.

5. Up to three (3) full-time employees at any one (1) time may be granted leaves of absence without pay for one (1) year periods, renewable for a second year, provided the employee is eligible for such leave under B.1 above, for the purpose of working for the UNION, the New Jersey State Federation of Teachers or the American Federation of Teachers. Upon the joint request of the employee and the UNION, the leave shall be granted or renewed, provided that no other employee is on such leave of absence at the College/University or is scheduled to begin such leave for an overlapping period, unless the College/University presents compelling reasons as to why the leave cannot be granted.

C. Leave of Absence for Military Service

1. An employee, other than a person holding a position for a fixed term or period, who enters the military service in time of war or emergency, or for any period of training, or pursuant to any selective service system, shall be entitled to a leave of absence without pay for the period of such service and three months after discharge. However, if an employee shall be incapacitated by wound or illness at the time of discharge, such leave shall be extended until three months from recovery but in no event more than two years from date of discharge.

a. During such leave of absence, the employee shall continue to accrue seniority and service credit towards increments, if applicable, in his or her title.

b. No entitlements under this section shall be granted if the separation from military service is by a dishonorable discharge.

c. For federal reemployment rights, see 43 U.S.C. 2021.

2. An employee who is a member of the national guard or other component of the organized militia of the State of New Jersey shall be entitled to a leave of absence with pay not to exceed 90 days in the aggregate in any one year that he or she is required to engage in active duty or active duty for training. See N.J.A.C. 5A: 2-2.3(b). A leave of absence with pay shall also be granted for other military duty when ordered by the Governor in case of insurrection, breach of peace, national disaster, or imminent danger to public safety. Such leave of absence shall be in addition to the regular vacation allowed such employee. See N.J.S.A. 38A: 4-4.

3. A tenured employee or an employee on a multi-year contract who is a member of the organized reserves of the Army, Navy, Air Force, or Marine Corps of the United States or other affiliated organizations shall be entitled to a leave of absence with pay on days on which he or she is required to engage in field training. This would include only that training which consists of participation in unit training in field operations.

a. A full-time employee who does not have tenure or a multi-year contract, but who has served for one year or longer, shall be entitled to a leave of absence with pay not to exceed 30 days in the aggregate in any one year while engaged in field training. A leave of absence without pay shall be granted to a full-time employee who has served for less than a year while engaged in field training.

b. Such leave of absence shall be in addition to the regular vacation allowed such employee. See N.J.S.A. 38:23-1 and 38:23-1.1.

4. The College/University may reschedule an employee's work time to avoid conflict with military field training and/or required duty set forth in paragraphs 2 and 3 above.

5. An employee is entitled to a leave of absence without pay for such other National Guard, State organized militia or United States reserve duty not covered by paragraphs 2 and 3 above.

a. During such leave of absence, the employee shall continue to accrue seniority and service credit towards increments, if applicable, in his or her title.

b. At the discretion of the employee, vacation leave, administrative leave and other accrued compensation may be used for such absences.

6. Part-time employees, where eligible under Section C, can participate on a pro rata basis.

7. The violation of Article XXVI.C is not grievable, but may be appealed pursuant to N.J.S.A. 18A: 3B-6(f).

D. Special Leave: Emergency Civilian Duty

All employees shall be given time off with pay to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or by the President of the United States.

E. Maternity Leave

A pregnant employee shall be granted earned sick leave with pay pursuant to Article XXIV or may be granted vacation leave pursuant to Article XXIV or leave of absence without pay pursuant to Article XXVI.B for such period of time that she is physically unable to perform her work prior to the expected date of birth and after the actual date of birth. Such utilization of sick leave, vacation leave and/or leave of absence without pay shall be subject to all requirements and conditions for the use of such leave.

F. Child Care Leave Without Pay

Child care leave without pay may be granted by the appointing authority under the same terms and conditions applicable to all other personal leaves without pay.

The employee shall not be required to exhaust vacation leave prior to commencing a leave without pay for child care purposes.

G. Special Leave: Jury Duty

1. Employees shall not have their pay reduced for the time required to attend jury duty that is scheduled during the employees' work hours. Time required for jury duty includes actual time spent in commuting.

2. The employee shall be responsible for immediate notification to the College/University of impending jury duty.

3. Employees shall submit to the College/University written verification of attendance signed by a representative of the court.

H. Special Leave: To Appear As A Witness

1. All employees shall be granted time off with pay when summoned as a witness before a judicial or quasi-judicial proceeding during the employee's normally scheduled work hours to which he or she is not a named party.

2. An employee shall be granted time off without pay to appear at a judicial or quasi-judicial proceeding to which he or she is a party.

ARTICLE XXVII
SABBATICAL LEAVES

The STATE agrees to continue, as herein modified, a sabbatical leave program. In each year of this Agreement the State Colleges/Universities will be authorized to grant one hundred sixty (160) half-year leaves. At each College/University two (2) half-year leaves may be combined into one (1) full-year leave. These leaves will be apportioned among the Colleges/Universities on a basis proportional to the number of eligible faculty members and librarians at each College/University with at least six (6) consecutive years of service at a College/University.

A. Eligibility - Application - Approval

1. All full-time tenured faculty members (including Demonstration Teachers and Demonstration Specialists at the A. H. Moore School) and librarians who, as of June 30 prior to the year for which the leave is requested, have completed a period of six (6) or more consecutive years of service at a College/University, shall be eligible to apply for a sabbatical leave during the 2003-2004, 2004-2005, 2005-2006 or 2006-2007 academic years. Sabbatical leaves are granted no more frequently than once every seven (7) years.

2. a. Application shall be submitted to the President of the College/University no later than February 1st of each year.

b. Application may be made for the purpose of pursuing a substantial project designed to yield publishable results and/or enhance competency as a scholar or teacher. Sabbatical leaves may also be granted for the pursuit of an accredited terminal degree program in an appropriate field of study.

c. A committee will be established under the governance structure of each College/University to review the academic merits of each application and make recommendations to the President. The UNION shall have the right to appoint one employee observer to such committee. The committee shall conduct its review and make its recommendations by no later than March 1st of the year involved.

d. The President shall take into consideration the recommendations of the committee and shall make recommendations for approval or disapproval to the Board of Trustees.

B. Terms of Sabbatical Leave

1. Half-year leaves shall be at the rate of three-quarters (3/4) salary.

2. Full-year leaves shall be at the rate of half (1/2) salary.

3. For librarians, half-year leaves shall be five (5) months, and full-year leaves ten (10) months.
4. The period of the leave shall be credited for increment purposes, where such credit is relevant.
5. A faculty member or librarian on sabbatical leave shall be entitled to the continuation of pension and insurance programs benefits as provided in the applicable plans.
6. Each faculty member or librarian accepting a leave must sign a written statement obligating him or her to continue to serve for at least one (1) year after expiration of the term of the leave, unless waived by the President of the College/University.
7. Faculty members or librarians on such leave are permitted to receive additional compensation in the form of fellowships, government grants, and honoraria for purposes related to the leave and part-time employment directly related to the project at an institution where they are in residence for the purpose of study and research in addition to the partial salary from the College/University, provided that total compensation from all sources does not exceed such faculty members' full salary at the College/University. The leave may not be used to accept paid employment during the period of the leave except as provided above.
8. Faculty or librarians on sabbatical leave may engage in outside employment if it does not conflict with the purpose of the sabbatical leave or N.J.A.C. 9: 2-10.1 *et seq.* and the faculty member report the outside employment before going on leave.

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 than 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 ~~400~~ 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.