TENTATIVE AGREEMENT

between

THE STATE OF NEW JERSEY

and

COUNCIL OF NJ STATE COLLEGE LOCALS, AFT, AFL-CIO

2007

On this 23rd day of 2007, the State of New Jersey and the Council of NJ State College Locals, AFT, AFL-CIO, hereby tentatively agree to the following provisions in settlement of the successor collective agreement. This tentative agreement is subject to ratification by the AFT membership.

A. The term of the successor agreement shall be from July 1, 2007 through June 30, 2011

B. The parties 2003-2007 collective negotiations agreement will be amended in accordance with the terms set forth in the initialed agreements attached to this Tentative Agreement.

1. Article II – Non – Discrimination Clause
2. Article IV – Continuing Consultation
3. State Proposal – Art. XIII, Appt & Ret (Prof Staff), Art. XXII (AD) & Article XXXIV (Online Course)
4. Article VII – Grv Procedure
5. Article VIII – Union-Employer Information Exchange
6. Article X – Union Rights
7. Article XI – Employee Rights (summer rate/min rate)
8. Article XII – Faculty Responsibilities (overload rate)
9. Article XVI – Professional Staff
10. Article XVII C – Librarian (Range Adjustment)
11. Article XVIII – Department Chairperson
12. Article XXI – Salary
13. Article XXIV – (new donated leave provision)
14. Article XXVII – Sabbatical Leave
15. Transition to Retirement
16. Tuition Waiver for Dependents Children, Spouses and Parties to a Civil Union
17. Letter of Agreement – Alternative Period for Faculty Workload
18. Economic, Health Benefits & Pension
19. Letter of Agreement IV
20. Ltr of Agreement – Fact finding analysis for exempt professional staff.
21. Appendix IV – para B3 change to read - Maximum amount of aid available per person not to exceed $1000 or the cost of twelve credits, whichever is greater, per year per semester or education program

The parties agree that this is the last contract where we will utilize the withdrawal without prejudice.

The parties also understand that the withdrawal without prejudice has no bearing on what can be negotiated locally.

Any language in the parties’ 2003-2007 Agreement not expressly modified by the attached initialed agreements will remain unchanged in the parties’ 2007-2011 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

This Tentative Agreement is subject to ratification by the AFT membership.

For the State For the Council:

[Signature] [Signature]
Dated: 7/23/07 Dated: 7/23/07
State’s Counter/Modification Economic proposal (FT/PT)
Proposed_________, 2007

Agreed to: For State:
               Dated: 7/23/07

               For AFT:
               Dated: 7/23/07

Tentative agreement contingent upon agreement on full package.

1. Wages

   Across the board increases

   First full pay period in July 2007 – 3% across the board increase
   First full pay period in July 2008 – 3% across the board increase
   First full pay period in July 2009 – 3.5% across the board increase
   First full pay period in July 2010 – 3.5% across the board increase

2. Healthcare

   a. Effective the first full pay period of July 2007 and continuing through the
term of the Agreement, employees will pay 1.5% of their annual base
salary as a contribution to be used for the express purpose of offsetting the
cost of health insurance provided by the State. The parties agree that there
shall be no open enrollment period triggered by this contribution. The
parties agree that should an employee voluntarily waive all coverage under
the State Health Benefits Plan ("SHBP") and provide a certification to the
State that he/she has other health insurance coverage, the State will waive
the 1.5% Health Insurance contribution for that employee.

   b. Effective April 1, 2008, active eligible employees will be able to elect to
participate in a PPO, with a national network and the same benefit design
as the current NJ Plus plan, except as modified in paragraph c below. In
the alternative, active eligible employees will be able to elect to participate
in an HMO. Effective April 1, 2008 the Traditional Plan and the NJ Plus
POS shall be abolished, and HMOs and DPOs will be consolidated.

   c. Effective July 1, 2007, in-network doctor visit co-pays, including
specialist co-pays, will increase from $10 to $15. There will be a co-pay
of $15 for the first in-network prenatal visit; subsequent in-network
prenatal visits are 100% covered. The emergency room co-pay will
increase from $25 to $50, which is waived if admitted.

   d. Prescription Drugs Copays: Effective 7/1/07

1
* Non-Mail Order

* Generics – $3

* Brand names where there is no generic equivalent and
  brand names where the employee's doctor certifies that the
  employee is medically unable to take the generic version of
  the medication -- $10

* Brand names where there is a generic equivalent, unless the
  employee meets the standard set forth above -- $25

* 90 days Mail Order

* Generics – $5

* Brand names where there is no generic and brand names
  where the employee's doctor certifies that the employee is
  medically unable to take the generic version of the
  medication -- $15

* Brand names where there is a generic equivalent, unless the
  employee meets the standard set forth above -- $40

* Dispute Resolution Mechanism For Generic Claims

* In the event that an employee’s physician certifies that the
  employee is medically unable to take the generic version of
  medication, said certification shall be sent to the
  employee's carrier for review utilizing procedures for
  approval of said certification that are consistent with those
  for the approval of treatment or services by the carrier.
  Appeals from decisions by the carrier shall be consistent
  with the internal appeal process of each carrier. Any such
decision is not subject to the grievance procedure in this
contract.

e. Retiree Health Benefits

1. Employees who accrue 25 years of pension credit service after June
30, 2007 and before June 30, 2011 or who retire on a disability
pension after June 30, 2007 and before June 30, 2011, will be eligible
to receive post retirement medical benefits ("PRM") in accordance
with the terms set forth in the parties’ 2007-2011 collective
negotiations agreement. Such employees will be eligible to participate
in the applicable PPO or HMO and will pay 1.5% of pension benefit as
a contribution to the cost of PRM, but such contribution shall be
waived if the retiree participates in the Retiree Wellness program.
Participation shall mean that the retiree completes the designated HRA
form at the time of retirement, participates in the annual health
assessment, and participates in any individualized health counseling,
follow-up, or program developed for that individual. There shall be an
annual verification from the appropriate person at the Retiree Wellness
program that the retiree is participating as required.

2. Employees who retired or accrued 25 years of pension service credit
prior to June 30, 2007 and who receive post retirement medical
benefits will also be eligible to participate in the PPO in accordance
with the terms of that plan as set forth in the parties' 2007-2011
collective negotiations agreements. Specifics to be contained in Letter
of Agreement IV.

f. There will be no reduction in benefits or increases in coinsurance, co-
payments or deductibles paid by employees participating in (a) NJ Plus
POS until its termination, the PPO or an HMO,(b) Prescription Drug Plan,
(c) Dental Care Plan, or (d) Eye Care Program, absent mutual agreement
between the State and the Union during the term of this Agreement.
During the period July 1, 2007 to June 30, 2011, the State agrees that it
will not assert that this provision is outside the Scope of Negotiations.

4. Pensions

a. Employees hired on or after July 1, 2007 (applies to PERS TPAF only):

(1) An employee hired on or after July 1, 2007, whose salary exceeds
the social security maximum as established by the Federal
government will participate in the defined benefit plan as to the
portion of the employee’s salary that is at or below the social
security maximum and will participate in the defined contribution
plan as to the portion of the employee’s salary that exceeds the
social security maximum. The employer will contribute an amount
equal to 3% of the portion of the employee’s salary that exceeds
the social security maximum as a match for the employee’s
contribution into the defined contribution plan at 5.5% of the
employee’s salary that exceeds the social security maximum.

(2) Employees hired on or after July 1, 2007, who meet the applicable
years of service requirements will be eligible to retire with full
pension benefits at age 60. There will be 1% per year benefit
reduction for employees who retire between the ages of 55 and 60.
There will be a 3% per year benefit reduction for employees who retire prior to age 55.

b. All bargaining unit employees in PERS or TPAF covered under the terms of this agreement shall increase their pension contribution from 5 to 5.5% effective July 1, 2007.
State's Counter-proposal (FT/PT)
Proposed: March 23, 2007
Agreed to 4/13/07 4/13/07

Tentative agreement contingent upon agreement on full package.

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, familial status, race, color, creed, national origin, disability, political activity, private conduct, or union activity which is permissible under law and which does not interfere with an employee's employment obligation or because of their liability for service in the Armed Forces of the United States.
State’s Counter-proposal (FT/PT)
Proposed __________, 2007

Agreed to: For State [Signature] [Date: 5/1/10]
Dated:

For AFT [Signature] [Date: 5/2/10]
Dated:

Tentative agreement contingent upon agreement on full package.

ARTICLE IV
CONTINUING CONSULTATION

A. The parties agree to establish a Committee consisting of one representative
for each College/University, three Council representative and one
representative from the Governor’s Office of Employee Relations, which will
meet shall upon the request of either party meet in the third week of April,
October, and January. 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. The goal of the Committee is to ensure
that the provisions of the Collective Negotiations Agreement are complied with
consistently throughout the nine State Colleges/Universities. The Council shall
submit an agenda to the Governor’s Office of Employee Relations at least two
weeks prior to the meeting consistent with the purposes goal of the Committee
as set forth above. 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. No Change

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 at least two weeks
prior to the meeting date. Sufficient meeting time(s) shall be established to
complete the agenda.

D. No Change
State's Modified counter-proposal based on AFT response (FT/PT)
Proposed_______, 2007

Agreed to: For State
Dated: 7/12/07

For AFT
Dated: 7/16/07

Tentative agreement contingent upon agreement on full package.

ARTICLE VII
GRIEVANCE PROCEDURE

A – C No Change to existing contract language

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 with any involved official of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20) calendar days of receipt of the grievance, unless parties mutually agree otherwise, and the decision shall be rendered in writing to the employee and the UNION representative within fifteen (15) calendar days of the conclusion of the hearing of the grievance.

2. Step Two
If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, or should the College/University fail to hold a hearing, if the hearing is not held within the prescribed time or agreed upon time 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. 4. 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.

No change to remainder of D2

E. No Change to existing contract language

2. – 4. No Change to existing contract language

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 or the Union whichever is earlier, should reasonably have known of its occurrence.

2 –4 No Change to existing contract language

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) twenty-one (21) days from the date on which such claimed violation took place or fourteen (14) twenty-one (21) 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) twenty-one (21) 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. - 8 No change to existing contract language
G. – H No Change to existing contract language

I. No change to existing contract language

J. No Change to existing contract language

K. Discipline

K1 -2. No Change to existing contract language

3. In the event an charge allegation 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 allegation. 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.
Tentative agreement contingent upon agreement on full package.

ARTICLE VIII
UNION-EMPLOYER INFORMATION EXCHANGE

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
17. Unique employee identifying numbers (Delete Letter of Agreement XIII)
18. College/University Email Address (if applicable and the College/University system can accommodate request)
19. Pension Plan

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

Remainder of Art. VIII remains the same.
State's Modified Counter-proposal (FT/PT)
Proposed________, 2007

Agreed to: For State  
Dated:  

For AFT  
Dated:  

Tentative agreement contingent upon agreement on full package.

ARTICLE X
UNION RIGHTS

A - B No Change to existing contract language

C. Distribution of Materials

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

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

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, computer, 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, and may include, at option of College/University, a computer with network
access, printer and upgrades on all operating systems and software applications. All such
upgrades shall be in accordance with College/University policies and standards. All
such equipment, operating systems and software applications shall be maintained by the
College/University consistent with each College/University policies and practices.

F. – G2 No Change to existing contract language

G. 3. Librarian or professional staff serving as the UNION's designee-President shall
be allowed to conduct UNION business during the work week as needed. The UNION
President's primary responsibility to their position at the College/University shall
not suffer as a result of the performance of UNION business. Each
College/University and local Union President shall work out the details regarding
this arrangement. There shall be no requirement that time so utilized shall be made up
nor shall there be any assignment of additional duties. Librarian or Professional staff
service as Union designee- President shall not have a negative impact on their
reappointment evaluation.

G.4. The primary responsibility of a Faculty, Professional Staff or Librarian
serving as UNION President or representative, as set forth in subparts 2 and 3
above, shall be to their position at the College/University. This primary
responsibility shall not suffer as a result of their performance of UNION business.

H. No Change to existing contract language
State's Counter-proposal (FT/PT)
Proposed______, 2007

Agreed to:  For State
Dated:  ___/___/___

For AFT
Dated:  ___/___/___

Tentative agreement contingent upon agreement on full package.

ARTICLE XI
EMPLOYEE RIGHTS

A – C . 5 & 7-8. No Change to existing contract language

C. Summer Session Contracts

6. The summer session rate per semester hour credit for State College/ University employees shall be **established at the following minimum rate:**

Effective for all courses that begin on or after July 1, 2007, the minimum rates for summer session and the overload rate shall be as shown in the chart below:

<table>
<thead>
<tr>
<th>Rank</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor, Associate</td>
<td>$1150</td>
<td>$1200</td>
<td>$1250</td>
<td>$1300</td>
</tr>
<tr>
<td>Professor, Assistant Director in the Library</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Professor in the Library)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Librarian I (Associate Professor in the Library)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Professor, Instructor</td>
<td>$1100</td>
<td>$1150</td>
<td>$1200</td>
<td>$1250</td>
</tr>
<tr>
<td>Librarian II (Assistant Professor in the Library)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Librarian III (Instructor in the Library)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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. In the event that any employee feels that he or she is being treated in an inequitable manner in regard to the overload assignments, the employee may bring the matter to the attention of the President or his/her designee who either in person or through a designee will conduct a prompt administrative review of matter. The determination of the review is not subject to the grievance procedure.

E. – K. No Change to existing contract language

L. Faculty members assigned to teach in intersessions, pre-sessions or summer sessions occurring in the month of May or June shall be compensated for such assignments at the appropriate summer session rate for that year, 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. - O. No Change to existing contract language
State's Counter-proposal (FT/PT)
Proposed_________, 2007

Agreed to: For State
Dated: 7/23/07

For AFT
Dated: 7/23/07

Tentative agreement contingent upon agreement on full package.

ARTICLE XII
FACULTY RESPONSIBILITIES

No Change to Article with exception of the following:

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

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Professor, Associate Professor, Assistant Director in the Library</td>
<td>$1150</td>
<td>$1200</td>
<td>$1250</td>
<td>$1300</td>
</tr>
<tr>
<td>(Professor in the Library) Librarian I (Associate Professor in the Library)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assistant Professor, Instructor Librarian II (Assistant Professor in the Library) Librarian III (Instructor in the Library)</td>
<td>$1100</td>
<td>$1150</td>
<td>$1200</td>
<td>$1250</td>
</tr>
<tr>
<td>Professional Staff</td>
<td>$1100</td>
<td>$1150</td>
<td>$1200</td>
<td>$1250</td>
</tr>
</tbody>
</table>
A. No Change to existing contract language

B. 1. The normal scheduled hours of work shall not involve split shifts or six (6) or seven (7) day work weeks.

   2. No Change to existing contract language

   3. Professional staff employees shall may be eligible to work a flexible time schedule, hours in which an employee working a standard length work day starts or ends work before or after the core time. The employee, in consultation with the appropriate Vice President or designee, may determine the hours in which work is performed with the approval of the Vice President or designee. The determination of the Vice President or designee is not subject to review. His or her immediate supervisor but at no time shall a flexible schedule include split shifts.

C. No Change to existing contract language

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 objective 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. If not already locally negotiated, the procedures for consideration will be negotiated between the College/University and the Local UNION. The procedures for consideration utilized in the College/University,
or in a division, department or similar unit in which the professional staff member is employed, shall be fairly and equitably applied to all applicants and nominees. In the event that a professional staff member is denied a performance base promotion the President or his or her designee shall, at the request of the employee, provide substantive written reasons based on the clearly defined established criteria for the negative decision. 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. - N. No Change to existing contract language
State's Counter-proposal (FT/PT)
Proposed 7/1/07, 2007

Agreed to: For State
Dated: 7/23/07

For AFT
Dated: 7/23/07

Tentative agreement contingent upon agreement on full package.

ARTICLE XVII
LIBRARIANS

C. There shall be a Range Adjustment Program at each College/University where
full-time librarians are employed. Full-time librarians who meet or exceed the
merit-based criteria established for 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 widely disseminated 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. In the event that a librarian is denied a range
adjustment the President or his or her designee shall provide written reasons based on the
clearly defined established criteria for the negative decision.

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

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

<table>
<thead>
<tr>
<th></th>
<th>10 Month</th>
<th>12 Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant Director in the Library</td>
<td>28, 30, 32 and 33</td>
<td>31, 33 and 35</td>
</tr>
<tr>
<td>Librarian I</td>
<td>26, 28 and 29</td>
<td>29, 31 and 32</td>
</tr>
<tr>
<td>Librarian II</td>
<td>22, 24 and 25</td>
<td>26, 27 and 28</td>
</tr>
<tr>
<td>Librarian III</td>
<td>19, 20 and 21</td>
<td>22 and 23</td>
</tr>
</tbody>
</table>

Remainder of Contract Article unchanged, letters will be reordered accordingly.
State's Counter-proposal (FT/PT)
Proposed __________, 2007

Agreed to: For State [Signature]
Dated: [Date]

For AFT [Signature]
Dated: [Date]

Tentative agreement contingent upon agreement on full package.

ARTICLE XVIII
DEPARTMENT CHAIRPERSONS

A. No Change

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 no later than thirty (30) days after
date of the election. The department will then hold another election as soon as
practicable, within thirty (30) days of receipt of notice. This election shall be binding.

C - D No Change

E. The College/University shall provide the Department Chairperson and faculty
within the department and Assistant Chairperson a copy of the description of the duties
and responsibilities of the Chairperson position. The local UNION shall be provided
with a copy of the Chairperson/Assistant Chairperson duties and responsibilities

F. 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.

G. This Article does not apply to Thomas A. Edison State College, Stockton State
College, or part-time employees.
ARTICLE XIII, APPOINTMENT AND RETENTION

D. Add as last sentence to first paragraph

Professional staff may be appointed for up to one-year.

ARTICLE XXII, ANNIVERSARY DATES, PAY ADJUSTMENT AND PAYROLL

A.2. Last paragraph*

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

ARTICLE XXXIV, ONLINE COURSES

F. Modify last sentence as follows*:

Employees teaching an online course for the first time shall receive one additional credit, which is a one (1) time payment only.

Underlined language is added, strikethrough is deleted

*This modification is made to clarify the current meaning of the Agreement
State’s Modified counter-proposal (FT/PT)
Proposed 7-23, 2007

Agreed to: For State 

Dated:  

For AFT 

Dated:  

Tentative agreement contingent upon agreement on full package...

ARTICLE XXI
SALARY AND FRINGE BENEFIT AGREEMENT
FOR JULY 1, 2003 07 to JUNE 30, 2007-11

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-E – Wages – see economic proposal

G - K. No Change to existing contract language

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>19-18, 20 and 21</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>22, 24 and 25 and X</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>26, 28 and 29 and X</td>
</tr>
<tr>
<td>Full Professor</td>
<td>30, 32, 33 and X</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Title</th>
<th>Ranges</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td>21, 22 and 23</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td>25, 27 and 28 and X</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>29, 31 and 32 and X</td>
</tr>
<tr>
<td>Full Professor</td>
<td>33, 35 and X</td>
</tr>
</tbody>
</table>

“X” means a position that has no salary range. The salary for each faculty person
in any academic rank in an “X” range position shall be set in the same manner as
is currently done for the “X” range Full Professor academic rank.
2. The College/University may, at its discretion, hire faculty at any step of any salary range associated with any academic rank. Faculty hired, through the established faculty hiring process at each College/University, in the X-range shall not exceed five (5%) percent of the regular full-time faculty lines at the College/University. Each College/University shall furnish the UNION with a list of any faculty members hired in the X-range on an annual basis.

3. A faculty member who is hired at the “X” range (a salary which is beyond the highest step in that academic rank) shall be informed in the appointment letter that he/she shall receive only the across-the-board increases applicable to members of the bargaining unit in each year of the Agreement during the term in which he/she holds the same academic rank.

4. a. The College/University may, at its discretion, increase the salary of any faculty member to any step of any range, including the “X” 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.

   b. The College/University may, at its discretion, increase the salary of any professional staff employee to any step of any range or librarian to any step of any range associated with his/her concurrent 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.

   c. In any case when the College/University increases the salary of any employee as provided in 4a. and b. above, the administration shall provide written notice of the same to the UNION.

   d. A faculty member in the X range who is promoted, through the established promotional process, at each College/University shall receive at least a 5% increase and may be placed on step in the new title.

5. 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.

6. Article VII of the Agreement shall apply to range adjustments under the same terms and limitations as such Article applies to faculty promotions.
1
2 No change to remainder of existing contract language.
State’s Counter-proposal (FT/PT)
Proposed__________, 2007

Agreed to: For State
Dated: 6/27/07

For AFT
Dated: 6/27/07

Tentative agreement contingent upon agreement on full package.

ARTICLE XXIV
VACATION-SICK LEAVE

A. - D  No Change to existing contract language

E. There shall be a Donated Leave program at each College/University for faculty, professional staff and librarians. The procedures for the Donated Leave Program will be negotiated between the College/University and the Local Union. This provision shall not apply to Colleges/Universities that already have an established Donated Leave Program.
State's Counter-proposal (FT/PT)
Proposed__________, 2007

Agreed to: For State
Dated: 12/27/07

For AFT
Dated: 6/27/07

Tentative agreement contingent upon agreement on full package.

ARTICLE XXVII
SABBATICAL LEAVES

Preamble – No Change to existing contract language except to replace the second sentence with the following: Effective the first and second years of this Agreement, the State Colleges/Universities will be authorized to grant one hundred and eighty (180) half year leaves; in the third and fourth years, authorization for said leaves shall increase to one hundred ninety (190) half year leaves.

A. No Change to existing contract language

B. Terms of Sabbatical Leave

1. Half-year leaves shall be at the rate of three-quarters (3/4) full salary.
2. Full-year leaves shall be at the rate of half (1/2) three-quarter (3/4) salary.
3. For librarians, half-year leaves shall be five (5) months, and full-year leaves ten (10) months.

4. – 8 No Change to existing contract language
State's proposal (FT/PT)
Proposed 6/1/2007

Agreed to:

For State:


For AFT:


ARTICLE XIII, APPOINTMENT AND RETENTION

D. Add as last sentence to first paragraph

Professional staff may be appointed for up to one-year.

ARTICLE XXII, ANNIVERSARY DATES, PAY ADJUSTMENT AND PAYROLL

A.2. Last paragraph*

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

ARTICLE XXXIV, ONLINE COURSES

F. Modify last sentence as follows*:

Employees teaching an online course for the first time shall receive one additional credit, which is a one (1) time payment only.

Underlined language is added, strikethrough is deleted

*This modification is made to clarify the current meaning of the Agreement
State's counter-proposal (FT/PT)
Proposed_________, 2007

Agreed to: For State
Dated: 7/23/07

For AFT
Dated: 7/23/07

Tentative agreement contingent upon agreement on full package.

NEW LETTER OF AGREEMENT

TUITION WAIVER FOR DEPENDENT CHILDREN, SPOUSES AND PARTIES
TO A CIVIL UNION

A. The dependent children, spouse, or party to a civil union with a unit employee
who has been employed by the College/University for five (5) years shall be eligible for a
tuition waiver program at the College/University where the unit member is employed
provided:

1. The student fulfills the academic and administrative requirements for admissions.

2. Eligibility

a. Student must be a dependent child of the employee based upon
IRS definitions, or a spouse of the employee, or a party to a civil
union with the employee as defined by NJSA 37:1-29 et.al.

b. Student must apply for all available Federal and State grants and/or
scholarships by submitting the FAFSA form each year. For students who receive financial aid, the grants and scholarships (gift
aid) will be applied to tuition first. Private grants received and
earmarked for "tuition only" also will be applied to tuition first.
The University shall waive at least 40% of tuition not covered by
the scholarships or grants.
c. Student must be matriculated, studying for their first baccalaureate degree and must remain in good academic standing in accordance with College/University regulations.

d. If an employee dies while employed in an eligible position, and if his or her dependent child was admitted or enrolled under the program at the time of the employee's death, he or she shall be eligible for the program until completion of the first baccalaureate degree. All policies and restrictions otherwise applicable to this tuition waiver will apply.

e. This program shall not affect existing locally negotiated dependent tuition program agreements, except to the extent the local agreement does not meet the minimum standards set forth in this article.

3. Benefit

a. Students shall receive at least 40% tuition waiver in a program leading to the first baccalaureate degree up to the number of credits required by the degree program for graduation.
State’s counter-proposal (FT/PT)
Proposed__________, 2007

Agreed to: For State [Signature]
Dated: 7/23/07

For AFT [Signature]
Dated: 7/23/07

Tentative agreement contingent upon agreement on full package.

NEW LETTER OF AGREEMENT
TRANSITION TO RETIREMENT PROGRAM

A. The transition to retirement program provides an opportunity for eligible tenured
faculty to gradually transition to retirement. This program begins in the academic
year 2008.

B. Eligibility

1. Participants must be full-time tenured faculty who are at least fifty-five
years of age.

2. Participants must have served a minimum of ten (10) years at the
University.

3. Eligible faculty who wish to participate in the program must submit their
request to retire under the terms of this program no later than April 1 of
the academic year preceding the one in which they wish to participate in
the program. The request must be accompanied by a proposed plan
outlining the assignments they wish to undertake while in the program.
The request and plan must be sent to the University Provost, with copies to
the Dean and Department Chair. The Dean and/or Department Chair shall
provide recommendations regarding the request and plan, but the approval
rests with the Provost whose decision shall be based upon his/her
judgment of the academic needs of the institution.

4. Faculty who meet all of the requirements of the program and are approved
are permitted to participate for one (1) year only.
C. Requirements

1. Participating faculty must officially retire from the University and then seek re-employment under the terms of this provision.

2. As retirees, program participants have no claims of tenure or other rights and/or obligations of a tenured member of the faculty.

3. The plan which is required to accompany a faculty member’s request to participate in the program, as referenced in B.3 above, may include a variety of activities including teaching up to a maximum half load during the academic year, summer session teaching, the development and delivery of on-line/distance education courses and/or non-teaching duties. In no event, however, shall the total assignment exceed 50% of a full-time faculty load.

4. Participating faculty shall receive compensation proportional to the assignment approved by the College/University which shall not exceed 50% of their final year’s salary, while simultaneously collecting retirement benefits for which they are eligible.

5. There will be no other obligation required of the faculty participating in the program other than the credit hour assignment they are given and/or what is described and approved in their plan.

6. For participants in the program, teaching summer classes beyond any summer session teaching included in the faculty member’s plan will be compensated at the rates set forth in the Statewide Agreement and shall be permitted solely at the discretion of the College/University.

D. This program shall not affect existing locally negotiated transition to retirement program agreements, except in the situation where the local agreement does not meet the minimum standards set forth in this article.
State’s Modified proposal based on AFT response (FT/PT)

Proposed, 2007

Agreed to: For State
Dated: 6/28/07

For AFT
Dated: 6/28/07

Tentative agreement contingent upon agreement on full package.

NEW SIDE LETTER
Alternative Period for Faculty Workload

It is agreed by and between the State and the Union that notwithstanding the provision of Article XII (Faculty Responsibilities) which sets forth the basic academic year teaching load and teaching credit hours, if a State College or University determines that it is in the best interests of the College or University, the students it serves and/or certain academic programs to schedule the twenty-four (24) teaching credit hours and the thirty-two (32) weeks of instruction for a particular faculty member or members over a period other than between September 1 and June 30, the College or University may shall negotiate with the local Union a procedure for changing the twenty-four (24) teaching credit hours and the thirty-two (32) weeks of instruction to a period other than between September 1 and June 30. If a local procedure is negotiated and a faculty member performs his or her responsibilities over such a period, the faculty member shall not suffer any penalty as a result of such election, including but not limited to the right to receive pension and health benefits as if he or she worked between September 1 and June 30. Participation in an alternate period program shall be on a voluntary basis only.
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), which shall be succeeded by the PPO describe in Article XIX 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 or after that plan is no longer available on or about April 1, 2008 in the successor 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 or after that plan is no longer available on or about April 1, 2008 in the successor 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 or after that plan is no longer available on or about April 1, 2008 in the successor 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) which shall be succeeded by the PPO describe in Article XIX 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 or after that plan is no longer available on or about April 1, 2008 in the successor 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. Employees who accrue 25 years of pension credit service on or after July 1, 2007 and on or before June 30, 2011 or who retire on a disability pension after July 1, 2007 and on or before June 30, 2011, will be eligible to receive post retirement medical benefits ("PRM") in accordance with the terms set forth in the parties' 2007-2011 collective negotiations agreement. Such employees will be eligible to participate in the PPO described in Article XIX or an HMO plan.

The retiree shall pay 1.5% of his/her pension benefit as a contribution to share the cost of PRM. For retirees in the ABP, their 1.5% contribution shall be calculated based upon a pension benefit that is deemed to equal 50% of the highest annual salary for that retiree as certified by the respective College/University. Such contribution shall be waived until a Retiree Wellness Program is developed by the State for this group of retirees and such waiver shall continue in force if the retiree participates in the Retiree Wellness program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness program that the retiree is participating as required.

For the period starting at retirement after July 1, 2007, and until the traditional plan and NJ Plus are no longer available for current employees, which is scheduled to occur effective April 1, 2008, the retiree shall be eligible to enroll in NJ Plus or an HMO at no premium share cost and in the traditional plan at 25% premium share paid by said retiree until the new plans are available. When the PPO that succeeds NJ Plus is in effect, neither the traditional plan nor its successor plan shall be available to said retiree. From that date forward, the retiree shall be eligible to enroll in the PPO described in Article XIX or in an HMO in accord with the provisions of Article XIX with the 1.5% contribution and with the Retiree Wellness program waiver option as described in this paragraph.
E. 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 D above, unless superceded by collective negotiations or law.

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

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

H. Employees who elect deferred retirement are not entitled to health benefits under this provision.
LETTER OF AGREEMENT 

FACT-FINDING ANALYSIS FOR EXEMPT PROFESSIONAL STAFF

The State and the UNION agree that there shall be a fact-finding period to analyze time worked by exempt professional staff at Ramapo College, The College of New Jersey and William Paterson University where there is no applicable policy or local agreement. The parties agree that this Letter of Agreement shall not affect any other College/University covered by this collective negotiations agreement; nor shall it supersede any local agreement on compensatory time already in effect.

For each College/University in which there shall be a fact-finding period, the local Union and that College/University agree to the creation of a Committee at that institution, known as the Professional Staff Fact Finding Committee. The Committee shall be charged with the review and analysis of hours worked by Professional Staff pursuant to paragraphs 1-3 below as well as the issuance of a report pursuant to paragraph 5 below concerning that College/University. Each College/University and each Local Union shall designate two (2) representative(s) for service on its Committee. The Governor's Office of Employee Relations and the Council shall each designate one (1) representative to each such Committee.

The State and the UNION agree that the fact-finding period provided below shall begin no later than the pay period closest to 60 days following ratification and conclude twelve months after its inception.

The terms of the fact-finding period at each institution are as follows:

1. Professional Staff in each unit/department in the college/university shall have the right to voluntarily submit, for the entirety of the fact-finding period a record of all time worked for the purpose of documenting unusual work time requirements. Each participant shall complete time records showing all hours worked for each pay period in that year; however, the failure to include all hours worked in one pay period in each quarter shall not result in the participant’s time records being excluded from the fact-finding analysis being performed by the Committee. In the event the participant does not include all hours worked in the one pay period as described above, that participant shall be deemed to have worked a standard work week, or less, in that pay period. All time records shall be submitted to a designated representative of the Committee, with a copy to the Local Union and to the Human Resource designee. Unit members shall be informed as to the identity of the designated Committee representative responsible for collection of the records.
2. In a manner consistent with the college/university bi-weekly payroll schedule, records of all time worked shall be submitted to the participating employee’s supervisor for signature prior to submission to the Committee. Where the supervisor disputes the accuracy of the time sheet or denies that the employee was authorized or required to work such hours, the supervisor shall note such dispute on the time sheet and the Human Resources designee for this fact finding process, may request documentation or a supporting narrative to explain any such entry. In such event, the record of time worked may still be submitted to the Committee for review, with the noted objections. The Committee shall meet within 30 days of the start of the fact-finding period to determine necessary data and record-keeping procedures for this analysis.

3. Unusual work time requirements shall include, but are not limited to, extraordinary hours worked during summer programs, registration, special projects, and other assignments, provided any such requirement results in work that substantially exceeds a standard work week.

4. An employee’s decision to participate or not participate shall be protected from retaliation consistent with applicable law. Nothing herein shall be deemed to alter the right of management to assign work as needed and/or beyond the standard work week to any employee regardless of participation.

5. At the end of the fact-finding period the full Committee shall review the data reported and shall issue a report to the University President (or his/her designee) concerning the nature and extent of unusual work time requirements performed by Professional Staff. The report may include findings and recommendations to address the findings, which recommendations may, but are not required to, include the creation of a policy for exempt professional staff who meet unusual work time requirements, as stated in paragraph 3 above.

6. The report of each Committee shall be issued no later than ninety (90) days after the expiration of the fact finding period. Each Committee shall strive to issue a single report reflecting the consensus thinking of the Committee. If the Committee is unable to do so, two reports may be issued.

7. Within sixty (60) days of receipt of the Committee report(s), the President (or his/her designee) may decide to accept or reject the recommendations of the Committee. If the recommendations are accepted they shall be implemented as soon as administratively feasible or at the start of the next fiscal year, whichever is appropriate.

8. If the recommendations of the Committee are not accepted, the Local Union may request Local negotiations, which request may or may not be granted.

9. The terms of this agreement shall not apply to Thomas Edison State College. However, it is recognized that Professional Staff at Thomas Edison State College have the right to seek reclassification as provided by the current Agreement.
10. The College/University and the Local Union may opt out of the terms of this Side Letter by mutual agreement.

11. This Letter of Agreement and any dispute arising thereunder is not subject to the grievance procedure.