



TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
I Recognition and Definition of Terms.....	1
II Non-Discrimination	2
III No Strike or Lockout.....	2
IV Continuing Consultation	2
V Dues Deduction.....	3

Side Letter of Agreement II - Academic Freedom	18
Side Letter of Agreement III - Teaching Credit per Semester	18
Side Letter of Agreement IV - Adjunct Faculty Unit Composition....	18
Index.....	19

ADJUNCT FACULTY AGREEMENT
JULY 1, 2019 to JUNE 30, 2023

AGREEMENT

This Agreement is made as of the 13th day of December 2019, 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

This Agreement has as its purpose the promotion of harmonious employee relations between the STATE, the State Colleges and Universities and the employees represented by the UNION; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determi 0 612 792 reW*nBT/F1 9.96 Tf1

receives a COPE deduction card directly from an employee, rather than from the Council of NJ State College Locals or the Local UNION, the College/University shall provide the Council of NJ State College Locals and the Local UNION with a copy of the card at the time the next COPE deductions are sent to the Council of NJ State College Locals.

VI GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary information, material and documents concerning any grievance shall be provided by the UNION and the STATE upon written request to the other within a reasonable time which

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

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

2. Step Two

If the grievant or Union is not satisfied with the disposition of the B.1 grievance at Step One, or if a hearing is not held within the prescribed time or agreed upon time or should no decision be forthcoming in the prescribed time or agreed upon time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any policy of the STATE or any Board of Trustees.

In all cases, the burden of proof is on the grievant.

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue. This decision shall be rendered on the day of the hearing when possible. A subsequent day of hearing will occur only if the arbitrator determines the matter to have been timely filed.

Any costs resulting from this procedure shall be shared equally by the parties.

The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision.

The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case or cases. When a member of the panel is unable to serve, another member shall then serve by random selection. Each member of the panel serves by mutual agreement of the STATE and the UNION and may be removed at any time by either party through written notice to the other. In the event it is necessary for the parties to select a new panel member, and the parties are unable to agree on such new panel member, an *ad hoc* replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree upon a new panel.

E. Time Limits

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

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

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

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

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

6. If the Step One decision of the College/University is not appealed within the appropriate time limit, such grievance will be considered

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

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

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2. At the same time as the aforesaid register is provided, each College/University shall provide the UNION and the Local UNION with a list of employees on each campus earning above the applicable minimum salary rate set forth in XII. The list 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. Said list shall include last name, first name, and the per-credit rate at which the employee is being paid.

3. As soon as practicable but no later than the first pay date of each semester the UNION and the Local UNION shall be provided a preliminary register with the class schedule including room assignments and times. Additionally, the UNION and the Local UNION shall be provided with the class schedule including room assignments and times for all adjunct faculty included in the unit no later than the fifth week of each semester.

4. Providing the preliminary register as set forth in B1 and B3 above does not guarantee the member any additional rights that are not already set forth in the Agreement. Nor shall the providing of a preliminary register be subject to the grievance procedure.

C. The STATE and the College/University administrations agree to furnish to the UNION, in response to written requests and within a reasonable

the UNION within a week of adoption.

C. The Adjunct Faculty Local President or designee shall have the right to be present as an observer, to observe public budget hearings conducted by the Board of Trustees of that College/University. The sole role of the observer shall be to attend hearings to observe and not to participate in the deliberations of the committee.

X UNION RIGHTS

A. Access, Meetings and Orientation

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

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

2. Conduct worksite meetings during non-work time to g. "qp"vj g"go r m {gt'au'r tgo kugu'vq'f kuewuu'y qtnr meg'kuuwgu" dealing with terms and conditions of employment, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.

3. The College/University shall notify the Local Union no less than seven (7) calendar days in advance of each new employee orientation held by the College/University. Union representatives shall have the right to meet with newly hired Adjunct Faculty, without charge to the pay of the employees, for ~~a~~ up to seventy-five (75) minutes if there are more than five (5) unit employees (5 or less 30 minutes) within thirty (30) calendar days from the date of hire, during new employee orientations, or if the employer does not conduct new employee orientations, at individual or group meetings (5 or less employees), enttiantio(ti)-9(n)0 G[(I)-8(G)7(H)-4(T6()-74(th))-5

issues, and internal union matters involving the governance or business of the union, provided such use does not interfere with College/University operations. The Union or Local union shall use existing procedures to request the use of specific spaces in the buildings or facilities of the College/University. New or revised procedures shall be agreed to by each College/University and the Local Union if no procedures exist or operational needs require revised procedures. Meetings conducted in College/University buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The UNION may be charged for maintenance, security and other costs related to the use of the College/University building or facility that would not otherwise be incurred.

The administration shall also permit the UNION to use designated College/University equipment at reasonable times when such equipment is not otherwise in use. The UNION shall pay the actual cost to the College/University of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

F. The Local UNION President shall be provided with a suitable private office on each campus that has

XI EMPLOYEE RIGHTS

A. Vacancies

Employees may apply for advertised vacancies/opportunities for full-time and part-time faculty positions that are posted on the College/University web site. The announcement will be emailed to the Union in advance of the posting. The application may be accompanied by any substantiating documentation that the employee cares to submit. The employee shall be notified of the disposition of their application prior to the publication of the name(s) of the successful applicant(s).

B. Identification Cards

The College/University shall issue official identification cards to all adjunct faculty at no cost. Cost for replacement shall be in accordance with College/University policies and practices.

C. E-Mail Address

Upon initial employment adjunct faculty shall be issued a College/University e-mail address.

D. Office Space

The College/University will identify useable spaces and/or common areas, where appropriate, where adjunct faculty may meet with students or work on instructional activities and university matters. Where such spaces are not provided for adjunct faculty, the College/University shall confirm in writing that fact to the adjunct faculty member. The provision of space shall not take priority over the essential operations and/or instructional needs of the College/University and the utilization of the space may be withdrawn with advance notice to the adjunct faculty member based upon operational and/or instructional needs. Such space/common areas shall not be provided if it requires capital expenditures on the part of the College/University

E. Access to Office Equipment, Services and Supplies

The College/University shall provide adjunct faculty with access to instructional materials and services that aid in their instruction at the same level as a full-time faculty teaching the same course. In the event that there is any issue related to these terms the local UNION shall meet with the College/University, and discuss said issue; this provision is not subject to the grievance procedure.

F. Adjunct Faculty Employee Handbook

The College/University shall provide all adjunct faculty with an Adjunct Faculty Employee Handbook, where such exists. If an online version of said handbook exists the College/University shall inform the adjunct faculty of its existence. This Handbook may include all College/University policies and procedures relating to adjunct faculty.

G. Organizational Membership

No member of the adjunct faculty shall be required to join or refrain from joining any organization as a condition of employment, with the exception of credentialing organizations/associations related to a requirement for certification to hold the position.

H. Parking

XII
ADJUNCT FACULTY WORKLOAD

A.

Date	1-12 semesters	13+ semesters
Spring Semester 2020	\$1505	\$1555
September 2020	\$1575	\$1625
September 2021	\$1630	\$1680
September 2022	\$1705	\$1755

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

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

C. Compensation will be paid biweekly consistent with the payroll policies of the College/University and on pay periods established by the State. The College/University shall ensure that all adjunct faculty are paid on the first payday of the semester, inter-session, pre-session and summer session that corresponds to the pay period dates in which the work was first performed to the extent administratively feasible. If an employee has not received compensation as designated above, s/he shall be paid by the College/University in a subsequent payroll.

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

XV PERSONNEL FILES

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

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

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

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with the employee's performance, shall be transmitted to the employee immediately. A copy of other filed items, including all items submitted by the employee, shall be made available to the employee upon request at the expense of the employee, except for the first ten (10) pages each year, which shall be free of charge.

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

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

F. Letters of recommendation relating to appointment which were solicited under conditions of confidentiality shall be excluded from the employee's inspection and shall not be used in subsequent personnel actions unless the employee is provided with a copy.

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

XX
LOCAL RESOLUTION OF ISSUES

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

XXI
AVAILABILITY OF AGREEMENT

Agreement will be available online at each College/University.

XXII
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.

XXIII
**MAINTENANCE AND IMPLEMENTATION
OF THE AGREEMENT**

A. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules 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 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.

XXIV
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 inel

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INDEX

A.

Academic freedom [Side Letter of Agreement II] 18
Academic judgments, non-grievability of [VI.B.2] 5
Agreement (State-Union)
 copies of [XIII B.2] 12
 duration and termination [XXVI] 16
 negotiations during the term of [XXIII] [Maintenance and Implementation of the Agreement] 15
 negotiations for successor agreement [XXV.A] 16
 obligation of State to introduce enabling legislation [XXIII.B] 15
 precedence over contrary college policies, practices or regulations [XXIII.C] 15
 precedence over letter of appointment contracts [XIII.C] 12
 right to reopen negotiations if part of the *Agreement* is held illegal [XXIV] 15
 violations of, grievances concerning [VI.B.1] 4
Appointment of employees [XIII] 11
 copy of the *Agreement* and local adjunct faculty handbook must be provided to new employees [XIII.B.2] 12
 letters of appointment
 conformity to the *Agreement* required [XIII.C] 12
 content of [XIII.B.1] 12
 notice of (local policies and practices) [Side Letter of Agreement I] 18
Arbitration (See also: "Grievances"; "Time limits") [VI.D.2] 5
 authority of arbitrators [VI.D.2] 5
 binding arbitration [VI.D.2] 5
 burden of proof [VI.D.2] 5
 compensatory award [VI.D.2] 5
 costs of arbitration [VI.D.2] 5
 retroactive remedies [VI.E.7] 7
 selection of arbitrators [VI.D.2] 5
 time limits [VI.D.2] 5; [VI.E.6] 5

B.

Union Board Relations [IX] 7-8
Bulletin boards [X.B] 8

C.

Cancellation of courses, compensation for [XIII.D. & E] 12
 non-grievability of [VI.B] 4
Changes in rules, right to negotiate about [XXIII] 15
College policies, violations of, grievances about [VI.B.2] 4
Compensation (see "Salary")
Consultation
 between the Union and the State [IV.A] 2
 between the Local and the College [IV.B] 3

D.

Deferred Compensation Plan [XVIII] 14
Definition of terms [I.B] 2
Definition of
 "College/ University" [I.B.2] 2 "employee" [I.B.1] 2
 "Local UNION" [I.B.3] 2
 "̊grievance" [VI.B] 4
Desk & storage space (local policies and practices) [Side Letter of Agreement 1] 18

Discharge of employees [VII.C] 6
Right to reasons and meeting [VII. C] 6
Discipline [VII] 6
Interview [VII.A] 6
Union representation [VII. A, B] 6
non-grievability of [VI.B] 4

Dues deductions [V] 3-4

E.

Employee Handbook [XI.F] 10
Employee rights [XI] 10
Employment decisions, non-grievability of [VI.B] 4
Evaluation policies (implementing or changing) [XI.K] 10

F.

J.

Jury Duty [XXVII.A] 16

L.

Leave to Appear as a Witness [XXVII.B] 16

Letters of appointment, consistency of with *Agreement* [XIII.C] 12

Liability Claims Indemnification [XIX] 14

Library Collection [XI.I] 10

Local resolution of issues [XX] 15

M.

Mailboxes (local policies and practices) [Side Letter of Agreement I] 18

Management rights [XXII] 15

N.

Negotiations (See: "Local resolution of issues"; "Agreement") New rules or modifications of existing rules [XXIII.A] 15

Non-discrimination [II] 2

O.

Observers, Boards of Trustees Meetings [IX.C] 8

Office equipment

 Union use of [X.E] 8-9

 Employee access [XI.E] 10

Office space [XI.D] 10

Outside employment, reporting of [XIII.A] 11

P.

Parking [XI. H] 10

Past practices, changes in [XII.B.1] 11

Payroll, biweekly [XIV.C] 13

Payroll deductions [V] 3-4

 political contributions [V.B] 3

 Union dues [V.A] 3

Payroll errors, retroactive correction of [VI.E.7] 6

Personnel files [XV] 13

 anonymous materials excluded from [XV.B] 13

 copies of materials in [XV.C] 13

 grievance records, placement in [VI.G] 6

V.

Vacancies, notice of, to employees [XI.A] 9

W.

Working conditions [Side Letter of Agreement I] 18

Workload [XII] 11