

# MEMORANDUM OF AGREEMENT

Between

**THE STATE OF NEW JERSEY**

And

**COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT, AFL-CIO ADJUNCTS**

This constitutes the Memorandum of Agreement made and entered this ~~30<sup>th</sup>~~<sup>30<sup>th</sup></sup> day of November, 2023, by and between the State of New Jersey (the “State”) and the Council of New Jersey State College Locals, AFT, AFL-CIO Adjuncts (“AFT” or the “Union”) (collectively “the Parties”). It is understood and agreed that the collective negotiations agreement covering those adjunct employees represented by AFT, as defined in Article I of that agreement, that was in effect from July 1, 2019 through June 30, 2023, (the “Agreement”) is hereby renewed for the term of July 1, 2023 through June 30, 2027, except as modified by the agreements reached between the Parties, which are enumerated below and attached hereto:

1. Article VIII – Union-Employer Information Exchange
2. Article XI – Employee Rights
3. Article XII – Adjunct Faculty Workload
4. Article XIII – Appointment of Employees
5. Article XIV – Salary
6. Article XV – Personnel Files
7. Article XVII – Safe Conditions
8. Article XXVI – Duration and Termination
9. Side Letter of Agreement I – Employee Rights
10. Side Letter of Agreement II – Academic Freedom
11. Side Letter of Agreement III – Teaching Credit Per Semester
12. Side Letter of Agreement IV – Adjunct Faculty Unit Composition
13. Side Letter of Agreement V – Tuition Waiver

Any language in the Parties’ July 1, 2019 through June 30, 2023 Agreement not expressly modified by the attached executed agreements will remain unchanged in the Parties’ July 1, 2023 through June 30, 2027 Agreement, except to the extent that agreed upon minor “clean-up” changes may need to be made because of changes to other provisions. All other proposals not listed above, submitted by either party during the course of collective bargaining are deemed withdrawn and without effect.

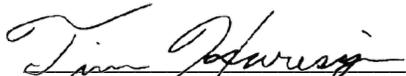
This Memorandum of Agreement is subject to ratification by the Union membership and approval by the Governor of the State of New Jersey.

Approval on Behalf of:

DATED: 11-30-23

  
\_\_\_\_\_  
THE STATE OF NEW JERSEY

DATED: 11-20-23

  
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COUNCIL OF NEW JERSEY STATE  
COLLEGE LOCALS, AFT, AFL-CIO  
ADJUNCTS

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)**  
**State's Proposal 2**  
**June 7, 2023**

**ARTICLE VIII**

**UNION-EMPLOYER INFORMATION EXCHANGE**

B1 Each College/University agrees to furnish to the UNION and the Local UNION a register of negotiations unit members teaching that semester on or before February 1, June 1 and October 1. 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. Work Telephone Number
8. Home Telephone Number, if on file with the College/University
9. Personal Cellular Telephone Number, if on file with the College/University
10. Number of Credits Taught
11. Department
12. Date of Initial Hire
13. College/University e-mail address
14. Personal Email Address, if on file with the College/University
15. Unique employee identifying numbers
16. Pension Plan
17. Union Membership Status
18. Preferred First Name to the extent maintained on official College/University records
19. Preferred Last Name to the extent maintained on official College/University records
20. Number of semesters worked to the extent maintained on official College/University records

Each College/University shall report to the Local UNION any changes to the employee's identifying number within a reasonable time after the change.

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

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)**  
**State's Proposal 2**  
**June 7, 2023**

1 included in the unit no later than the fifth week of each semester.

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

5 5. At the same time as the register in B.1. is provided, each College/University shall  
6 provide the UNION and the Local UNION with a list of negotiations unit employees whose  
7 teaching assignment was reassigned or cancelled for the respective semester.

8 C. The STATE and the College/University administrations agree to furnish to the UNION,  
9 in response to written requests and within a reasonable time, which, where practicable, will not  
10 exceed fifteen (15) working days, information which is relevant and necessary to the  
11 negotiating of subsequent agreements; and that affects terms and conditions of employment  
12 including published agendas and minutes of the Boards of Trustees proceedings; If such  
13 requests affect more than one College/University, they shall be sent directly to the Office of  
14 Employee Relations.

15 D. Each College/University shall maintain electronically or physically in a central location  
16 a copy of all written generally applicable rules, regulations, policies and College/University-  
17 wide procedures that affect terms and conditions of employment of unit members. Each  
18 College/University shall make generally known such central location (whether electronic or  
19 physical) where employees may review the documents. Notice shall be provided to a  
20 designated representative electronically or physically of the Local UNION within a reasonable  
21 time after any changes are made to generally applicable written rules, regulations, policies and  
22 College/University-wide procedures that affect terms and conditions of employment.

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26 **DATED:**

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28 \_\_\_\_\_  
29 **State of New Jersey**

**DATED:** 6/7/23

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29 **Council of New Jersey State College**  
30 **Locals, AFT, AFL-CIO**

ARTICLE XI

EMPLOYEE RIGHTS

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C. E-Mail Address

Upon initial employment, where practicable, adjunct faculty shall, not less than two weeks prior to the start of the semester, be issued a College/University e-mail address, so long as the employee has submitted all required employment documentation.

\* \* \*

6/7/23

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Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XIII  
APPOINTMENT OF EMPLOYEES

\* \* \*

D. If a course that an employee is assigned to teach is reassigned to any other employee or is cancelled less than two (2) weeks before commencement of the relevant term the employees who lost his/her assignment shall receive payment equivalent to one and one half (1.5) credit hour for the course.

E. If a course that an employee is assigned to teach is cancelled after the first class taught or if an employee's assigned course is given to a full time faculty member, professional staff member, administrator or another adjunct faculty member after the first class is taught the employee will be paid the equivalent of one and ~~one half~~ three quarters (1.5 1.75) of a credit hour.

DATED: 10/6/23

  
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State of New Jersey

DATED: 10/6/23

  
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Council of New Jersey State College  
Locals, AFT, AFL-CIO

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ARTICLE XV

PERSONNEL FILES

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

I 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.

  
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Council of New Jersey State College  
Locals, AFT, AFL-CIO

ARTICLE XVII

SAFE CONDITIONS

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- 3 A. The College/University will discharge its responsibility for the development and
- 4 enforcement of occupational safety and health standards to provide a safe and healthful
- 5 environment in accordance with PEOSHA and any other applicable statutes, regulations or
- 6 guidelines published in the New Jersey Register which pertain to health and safety matters.
- 7 This paragraph is not subject to the grievance procedure.
- 8 B. Whenever an employee observes a condition which he or she feels represents a violation of
- 9 safety or health rules and regulations or which is an unreasonable hazard to persons or
- 10 property, the employee shall report such observation, which will be promptly investigated.
- 11 Where a hazard exists which endangers the employee, he or she shall not be required to work
- 12 where that condition exists.
- 13 C. Each College/University that has a safety committee that deals with safety issues affecting
- 14 employees covered by this Agreement shall include as a member of that committee a
- 15 designee of the UNION. This aforementioned right does not apply to safety committees
- 16 created pursuant to other negotiated agreements.
- 17 D. College/University policies and procedures on safety, including but not limited to violence
- 18 in the workplace, and modifications thereto, shall be made available and/or distributed to
- 19 unit members pursuant to a locally negotiated agreement between the College/University
- 20 and the Local Union.

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22 **DATED:**

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24 **State of New Jersey**

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**DATED:** 5/7/23



**Council of NJ State College  
Locals, AFT, AFL-CIO**

**SIDE LETTER OF AGREEMENT I  
EMPLOYEE RIGHTS**

The process for changing College/University policies and practices on distribution of general announcements, mailboxes, inclusion in the roster or directory of faculty, desk and storage space, computer access, ~~tuition waiver~~, right to communicate with the Board of Trustees where a separate Adjunct Faculty local exists and similar items is as follows:

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

2. The College/University President's designee will meet with the Local UNION President or his/her designee to discuss the requested changes.

3. If the issues are not resolved, then a committee will be established to examine them. The composition of the committee will include three designees appointed by the Local UNION and three management representatives appointed by the College/University President.

4. The committee shall report its recommendations to the College/University President.

5. The College/University President or his or her designee shall meet with the Local UNION President or designee thereof to discuss the recommendations of the committee prior to formally making his or her decision.

6. If the aforementioned committee is unable to reach a consensus and make a recommendation to the President in a timely manner, then a representative from the Council of New Jersey State College Locals, AFT, AFL-CIO and a representative from the Office of Employee Relations will be added to the committee to facilitate the process.

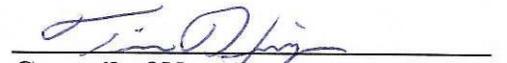
7. The process set forth in Sections 3-6 will be implemented only once during the term of the Agreement with respect to any given issue, unless the Local UNION and the College/University agree to reopen the matter.

8. Policies adopted pursuant to this procedure shall be subject to the grievance procedure set forth in VI.B.2.

DATED: 10/6/23

DATED: 10/6/23

  
State of New Jersey

  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

1 **SIDE LETTER OF AGREEMENT II**

2 **ACADEMIC FREEDOM<sup>1</sup>**

3 ~~All adjunct faculty included in the unit are covered under the academic freedom policies~~  
4 ~~of the Colleges/Universities where they are employed.~~

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

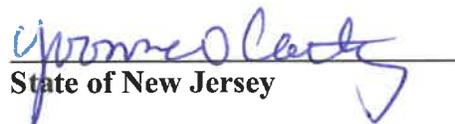
9 B. Freedom in research is fundamental to the advancement of truth. Academic freedom in its  
10 teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the  
11 student to freedom in learning. It carries with it responsibilities correlative with rights. Both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

- 13 1. Employees are entitled to full freedom in research and in the publication of results.  
14 2. An employee is entitled to freedom in an educational instructional setting in discussing  
15 his or her subject.

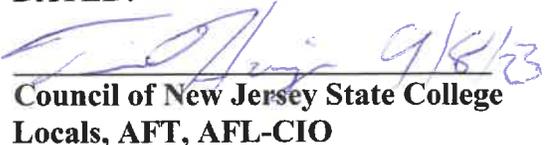
16 Employees are citizens and members of a learned profession. When the employee speaks or writes  
17 as a citizen, he or she is free from institutional censorship or discipline, but should not represent  
18 himself or herself as a spokesperson for the institution.

19 C. Nothing in this Side Letter of Agreement shall in any way infringe upon management's  
20 decisions to employ or not employ adjunct faculty in connection with either initial or subsequent  
21 employment. Notwithstanding this Side Letter of Agreement, and pursuant to Article VI(B) of this  
22 Agreement, decisions and related procedures to employ or not employ adjunct faculty in  
23 connection with either initial or subsequent employment, decisions to cancel courses which were  
24 scheduled to be taught, discipline, and other academic judgments, shall not be grievable.

25 **DATED:** 9/8/23

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27 State of New Jersey  
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**DATED:**

  
Council of New Jersey State College  
Locals, AFT, AFL-CIO

<sup>1</sup> This proposal is based on the Union's offer to withdraw its proposals on Articles: VI(A) – Grievance Procedure; VII – Discipline; and X(B) – Union Rights (Bulletin Boards). In addition, this proposal on Academic Freedom is subject to the Union's withdrawal of its proposal at Article VI(B) as it relates to the decisions to employ or not employ adjunct faculty in connection with either initial or subsequent employment.

**SIDE LETTER OF AGREEMENT III  
TEACHING CREDIT PER SEMESTER**

The State hereby agrees to provide the Union with the names, departments and teaching credit hours of all unit members teaching nine (9) or more credits per semester. Said information shall be provided on or before February 15th and October 15th of each calendar year.

DATED: 6/7/23

  
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State of New Jersey

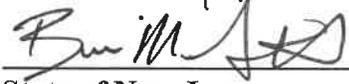
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**SIDE LETTER OF AGREEMENT IV  
ADJUNCT FACULTY UNIT COMPOSITION**

~~The State agrees to provide the UNION with the names, teaching assignments, and teaching credit hours of employee(s), if any, teaching credit course(s) each semester who are not included in the unit and who are not excluded under I.A2. Said information shall be provided on or before February 15 and October 15 of each calendar year. The State agrees to review the job duties of any such employee(s) at the College/University that the Union maintains should be included in the Adjunct Faculty Unit. If the State agrees with the Union's position, the employee will be placed in the Adjunct Faculty Unit within 30 days of the decision.~~

DATED: 6/7/23  
  
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Council of New Jersey State College  
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SIDE LETTER OF AGREEMENT V  
TUITION WAIVER PROGRAM

A. Tuition Waiver for adjunct faculty and their dependents, including spouse or civil union partner, children and other qualifying dependents, shall be subject to negotiations between the College/University and the Local Union. Any dispute arising out any locally negotiated tuition waiver programs shall be subject to the grievance procedure set forth in Article VI.B.2. of this Agreement.

DATED: 10/6/23

  
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State of New Jersey

DATED: 10/6/23

  
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Council of New Jersey State College  
Locals, AFT, AFL-CIO