2007-2010 Adjunct Faculty Agreement
Draft Contract “REVIEW” Proposals

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Explanation of Color Key:

- **YELLOW** = Language in article is similar to that in Full Time Bargaining Unit Agreement
- **GREEN** = Notes to bring to attention of CNJSCL STAFF
- **BLUE** = New Item, Revision, date update, or, change in language
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Language subject to further clarification and modification.

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ARTICLE I - RECOGNITION AND DEFINITION OF TERMS

A. The STATE, by the Office of Employee Relations, and the Colleges/Universities hereby recognize the UNION as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in a unit embracing the institutions set forth in Paragraph B.2 below, the composition of which is described as follows:

1. Included:

   a. All adjunct faculty teaching college credit courses at a College/University during the regular academic-year. Summer session, pre-session and inter-session courses shall be are not considered as employment to confer eligibility for inclusion in the unit. However, an adjunct faculty member who teaches in the summer session, pre-session or inter-session immediately following a semester in which he/she is included in the unit will be included in the unit during such summer session, pre-session or inter-session.

   b. An adjunct faculty member included in the unit at one College/University, who also teaches a course or courses at another College/University, will not be covered by the terms of this Agreement at the second College/University until the requirements of A.1(a) above are complied with at the second College/University.

   c. During any period of time that an adjunct faculty member is not under contract, the adjunct faculty member is not covered by any provision of this Agreement.
2. Excluded:

a. Members of the full-time/part-time unit of faculty, librarians, and professional staff at the State Colleges/Universities;

b. State College/University President, and Vice Presidents, Provosts, or members of the Board of Trustees;

c. Deans, Associate and Assistant Deans, and other managerial executives and confidential employees at the State Colleges/Universities;

d. All State employees, including employees at the University of Medicine and Dentistry of New Jersey, the New Jersey Institute of Technology, Rutgers University and the judiciary, who are excluded from negotiations units because they are managerial executives or confidential employees;

e. Supervisors within the meaning of the Act at the State Colleges/Universities;

f. Bookstore staff, food service staff, etc. at the State Colleges/Universities;

g. Graduate assistants at the State Colleges/Universities;

h. All persons at the State Colleges/Universities included in other negotiations units;

i. All officers and persons included on the union or management negotiations teams in all State negotiations units, including those at the University of Medicine and Dentistry of New Jersey, the New Jersey Institute of Technology, Rutgers and the judiciary;

j. All employees employed by or holding office in local, county, State or Federal governmental departments, agencies or bodies where the responsibilities of the employees include directly monitoring or evaluating the Colleges/Universities, directly rendering decisions or issuing policies affecting the Colleges/Universities or having information regarding the Colleges/Universities that are not otherwise available to the public or in advance of any public disclosure;

k. All employees and consultants of the New Jersey Association of State Colleges and Universities, Inc.

l. All others.

B. Definition of Adjunct Workload:
1. The teaching load for an adjunct shall not exceed one half of the established full time academic teaching load per semester of each particular institution.

2. Should an institution have a non standard credit system, an adjunct is permitted to teach two courses, or, six (6) credits whichever is greater, not to exceed eight (8) credits total per semester.

3. Emergency one time only exception to exceed the one half credit load shall be made on a case by case basis, with the approval of the local UNION, shall be non-recurrent, and shall not negatively affect any subsequent semester's teaching load.

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, coercion, interference, coercion, exploitation, or discrimination because of age, sex, sexual orientation, marital status, parental status, race, color, creed, national origin, physical handicap, or political activity, veteran status, private conduct or union activity which is permissible under law and which does not interfere with an employee's employment obligation.

ARTICLE III - NO STRIKE OR LOCKOUT

The UNION agrees it will refrain from any strike, work stoppage, slowdown or other job action, and will not support or condone any such job action. The STATE agrees that it will refrain from locking out its employees, or, from any threat thereof.

ARTICLE IV - CONTINUING CONSULTATION

A. The UNION and the STATE shall upon the request of either party establish meetings during the third week of April, October, and January, and April for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings; rather, they are intended as a means of fostering good employer-employee relations.

B. The Local UNION on each campus and the President as chief executive officer of the College/University and as a representative of the Board of Trustees, or his or her designee(s),
shall upon the request of either party establish meetings during the first week of April, October, and January and April, for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise. These meetings are not intended to bypass the grievance procedure or to be considered contract negotiating meetings but are intended as a means of fostering good employer-employee relations.

C. The requests of either party for such meetings shall include an agenda of topics to be discussed and shall be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

D. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE V (NEW – Renumber remaining Articles)

ACADEMIC FREEDOM

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

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

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

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

**ARTICLE VI - DUES DEDUCTION**

B. Representation Fee (Agency Shop)

1. Purpose of Fee

   a) Subject to the conditions set forth in 1(b) below, all eligible non-member employees on the payroll in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 2007, 2010. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

   b) It is understood that the implementation of the agency fee program is predicated on the demonstration by the UNION that more than 50% of the eligible employees in the negotiations unit on the payroll are dues paying members of the UNION. If, at the signing of this Agreement, the above percentage has not been achieved, the agency fee plan will not be implemented. If the minimum percentage is exceeded in any spring or fall semester after the signing of the Agreement, the plan will be put into effect at the beginning of the next semester with proper notice to affected employees by the STATE. Thereafter, the UNION will advise the STATE during each spring and fall semester if the above percentage has been exceeded. The information provided by the UNION will be verified by the STATE. If it has, the agency fee shall continue until the following assessment. If it has not, the agency fee will be discontinued at the beginning of the next semester and eligibility for reinstatement shall be on a semester basis.

2. Deduction and Transmission of Fee

   After verification by the STATE that an employee must pay the representation fee, the STATE will deduct the fee for all eligible employees in accordance with this Article. The mechanics of the deduction of representation fees and the transmission of such fees to the local UNION will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the local UNION except the deduction will begin in the third pay
period of each semester. The deduction will be made in equal bi-weekly amounts. The total agency fee deducted for each semester will be 85% of the total dues deducted for that semester.

[IDEALLY WE WANT TOTAL REMOVAL OF 50% RECRUITMENT QUOTE]

5. STATE Held Harmless

The UNION hereby agrees that it will indemnify and hold the STATE harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from the STATE's agreement to make deductions in accordance with this provision. The STATE shall not be liable to the UNION or employee for any retroactive or past due representation fee for an employee who was identified by the STATE as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

5. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

ARTICLE VI VII- GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances should be resolved promptly, fairly and equitably. To this end relevant and necessary information, material and documents concerning any grievance shall be provided by the local UNION, the UNION, and the STATE upon written request to the other within a reasonable time which, where practicable, will not exceed fifteen (15) working business days. This entitlement does not include the use of written questions directed to individuals where the relevant and necessary information sought can be asked of witnesses or the management representative at a grievance hearing.

1. The following procedure, which may be initiated by an employee and/or the local UNION acting as his or her representative, shall be the sole and exclusive means of seeking adjustment and settling grievances.

2. A copy of any grievance filed by an employee independently of the local UNION under the terms of this Agreement shall, upon receipt, be transmitted to the local UNION by the College/University.
3. The local UNION shall have the right to be present at a Step 1 grievance hearing where an employee wishes to process a grievance on his or her own behalf.

4. Whenever any representative of the local UNION or any employee is mutually scheduled by the parties during working hours to participate in grievance procedures, such employees shall suffer no loss in pay or benefits.

B. Definition of a Grievance

A grievance is an allegation by an employee, the local UNION, or, the UNION that there has been:

1. A breach, misinterpretation or improper application of terms of this Agreement; or
2. An arbitrary or discriminatory application of, or failure to act pursuant to, the applicable policies or rules of a Board of Trustees, or applicable regulations or statutes which establish terms and conditions of employment.

There shall be no right to grieve management’s decisions and related procedures to employ or not employ adjuncts in connection with either initial or subsequent employment, except as provided under Article VII F. Decisions to cancel courses which were scheduled to be taught, discipline, and Academic judgments also are not grievable, except for employees serving under multi-year contracts.

(Note: If we cannot get this deleted to at least get exiting letter, this is related to seniority issue)

C. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his or her immediate supervisor on an informal basis. At the employee's option, he or she may request the presence of a local UNION representative. If the employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step. Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the College/University official responsible for the administration of the first formal step of the grievance procedure.
D. Formal Steps

1. Step One

A grievant shall initiate his or her grievance in writing and present it formally to the College/University President or his or her designee. Such statement of grievance should include specific reference to the following:

a) the 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, which establishes terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied or not followed;

c) a description of how the alleged violation occurred;

d) the date of the alleged violation;

e) the proposed remedy.

Where the nature of the grievance suggests that it would be appropriate, the grievant may be requested by the President or his or her designee to meet any involved official of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The President or designee thereof shall hear the grievance and, where appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the employee and the UNION representative within fifteen (15) calendar days of the conclusion of the hearing of the grievance. 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 local 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 aggrieved employee is not satisfied with the disposition of a grievance at Step One, or should the College/University fail to hold a hearing, or should no decision be forthcoming in the prescribed time, the local 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. 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 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 judgements rendered by persons charged with making such judgments.

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 must be filed at Step One within forty-five (45) calendar business days from the date on which the act which is the subject of the grievance occurred or forty-five (45) business calendar days from the date on which the individual employee or the local Union 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 Article may be extended by mutual agreement of the parties at the level involved.

a. If, when processing a grievance, the local UNION or UNION, learns of a violation that occurred outside of the forty-five (45) day limit which is directly related to the grievance, the local UNION or UNION shall be allowed to amend the grievance to include the allegation.

6. If the Step One decision of the College/University is not appealed within the appropriate time limit, such grievance will be considered closed and there shall be no further review or appeal except in cases when the College/University failed to hold a hearing or failed to
issue a Step One report. In the event a College/University fails to hold a Step One hearing or issue a Step One Decision, no time limit will apply.

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.

6. Employees serving under multi-year contracts may grieve notice of non-renewal on the basis of lack of good cause. The arbitrator may direct the reinstatement of the employee.

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

9. G. H. Grievance records shall not be part of the personnel file except by mutual agreement between the local UNION and the College/University.

10. H. I. Nothing in this Article shall be construed as compelling the local UNION to submit a grievance to arbitration.

11. I. The decision of the President or his or her designee cannot add to, subtract from, modify or amend the provisions of this Agreement, the laws of the STATE or any policy of the STATE or Board of Trustees.

ARTICLE VIII - DISCIPLINE

A. At least 72 hours before any investigatory interview, the College/University shall provide the employee with a copy of the formal charge/complaint and/or a written summary of the charge/complaint, written statement of charges and any and all documentation related to the charge prior to any investigatory interview. The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as a result of information obtained from the interview, the employee may request a Union, local UNION or UNION representative. If so requested, the local UNION or UNION representative shall be permitted to be present. The local UNION representative shall be permitted to attend as a witness; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.
B. In the event a charge of misconduct is made by a College/University against an employee, and if he/she so requests, the employee shall be entitled to a representative of the local UNION during any investigatory interview(s) concerning such charge. There shall be no presumption of guilt. The local UNION representative shall be permitted to attend as a witness; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.

C. If an employee is discharged or suspended during the term of a one semester or annual contract, he/she shall, if requested, be provided with the reason(s) in writing for the dismissal and given an opportunity to present his/her position at a meeting with the President or his or her designee.

D. The discharge or suspension of employees during the term of a multi-year contract shall be grievable to binding arbitration. In the event the involved employee files a grievance, the burden of proving good cause for the discharge or suspension shall be upon the College/University.

ARTICLE IX - UNION-EMPLOYER INFORMATION EXCHANGE

A. The UNION agrees to furnish to the Office of Employee Relations a complete list of all officers and representatives of the UNION, including titles, addresses and designation of responsibility and to keep such list current. The same information with respect to Local UNION officers must be provided by the Local UNION to the College/University President. The local UNION will also provide copies of its constitution and by-laws or other governing articles and will keep these current.

B.1. Each College/University agrees to furnish to the UNION and the Local UNION, no later than the second week of each semester a preliminary register of negotiations unit members teaching that semester consisting of their names, class schedules and departments in which they are teaching.

B.2. Each College/University agrees to furnish to the UNION and the Local UNION, no later than the fifth week of each semester, and, once again at the end of the semester, a register of negotiations unit members teaching that semester. 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
In addition to the above, the College/University agrees to provide the Union and Local Union, at the
beginning of each semester, a register of department chairpersons and deans, including their
college/university e-mail addresses.

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 Article 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. The UNION and the Local UNION shall be provided with the class schedule including room
assignments and times for all adjuncts included in the unit no later than the fifth week of each
semester.

4. The College/University shall provide the local UNION a copy of the established student class
caps (i.e., maximum permitted enrollment) for every course offered in the semester, in
electronic format, and this list shall be supplied before the first week of the semester.

C. The STATE and the College/University administrations agree to furnish to the UNION, in
response to written requests and within a reasonable time, which, where practicable, will not exceed
fifteen (15) working business days, information which is relevant and necessary to the negotiating of
subsequent agreements; and to furnish all relevant publicly available information that shall assist the
Local UNION in developing intelligent, accurate, informed, and constructive programs. If such
requests affect more than one College/University, they should be sent directly to the Office of
Employee Relations.
ARTICLE X - UNION-BOARD RELATIONS

A. The provisions of this Article shall apply only to the Colleges/Universities that have a separate Adjunct Local.

B. Each State College/University agrees to furnish to the local UNION and the UNION the names and addresses of all members of its Board of Trustees and to keep this list current. These addresses shall be home or business addresses and not the address of the College/University.

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

B.3. The College/University shall submit to the Board of Trustees copies of all grievances filed by the local UNION and all official postings from the Public Employment Relations Commission.

B.4. A copy of the adopted minutes of public meetings of the Boards of Trustees and resolutions adopted at such meetings, including any documents incorporated by reference in such resolutions, shall be forwarded to the local UNION within a week of adoption.

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

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

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

F. The local Union shall have the right to appoint one employee observer to the Faculty Senate/Assembly.

G. No Board of Trustees, member of the Board or designee of the Board shall interfere with local UNION activities.

ARTICLE XI - UNION RIGHTS

A. The administration shall permit representatives of the local UNION to transact official business on College/University campuses provided that this shall not interfere with or interrupt normal College/University operations.

B. Bulletin Boards

The local UNION shall have the right to post local UNION notices on College/University bulletin boards and electronic media used for general purposes and/or those normally used to post notices to employees. These notices shall be posted in the area reserved for the local UNION on each bulletin board.

C. INSERT NEW LETTER & Rename remaining:

The College/University web site shall include a hyperlink to the local Union’s web site.

D. Distribution of Materials

1. The UNION shall have the right to use interoffice mail facilities to deliver mail within a College/University. The College/University shall distribute and deliver local UNION materials through the inter-office mail facilities.
2. The local Union shall have the right to use the College/University electronic communications and distribution systems, for dissemination of local Union information.

3. Local UNION agreements shall 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 local UNION an appropriate room for local 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 local UNION to use designated College/University equipment which may include, but not be limited to, computers, duplicating equipment, calculating machines and audio visual equipment at reasonable times when such equipment is not otherwise in use. The local 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 computer and a telephone. All local UNION offices shall be provided a phone, computer with network access, printer and upgrades on all operating systems and software applications. All such equipment, operating systems and software applications shall be maintained by the College/University.

G. At no time shall the College/University conduct surveillance activities or and/or use monitoring devices on local UNION office telephones, computers or any other electronic media equipment.

E. Whenever any representative of the local UNION or any employee is mutually scheduled by the parties during working hours to participate in negotiations, grievance proceedings, conferences, or meetings, such employees shall suffer no loss in pay or benefits and shall not be required to make
up time missed on an hour-for-hour basis (the latter provision shall not apply where permission to
re-schedule a class is given.)

G. 11. The following local UNION representatives shall be granted priority in choice of schedules:

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

In no case shall the number receiving priority in choice of schedule on any campus exceed three (3)
or shall more than one representative be selected from any academic department or equivalent unit
at any College/University.

2. Where there is an independent adjunct local, the local Union shall be permitted to
compensate the College/University for an additional (6) academic credits each semester, at
the adjunct rate, to be added to the established academic load of the local Union President,
and, provided that arrangements are mutually agreed to between the President of the
College/University and the local UNION. Absent compelling reasons to the contrary, UNION
requests for approval shall be honored by the College/University

H. J. The academic calendar at each College/University shall be prepared in consultation with
the local UNION at such College/University. The final responsibility for the academic calendar
shall be determined by mutual agreement between the local Union and each
Colleges/University administration before adopted by the Boards of Trustees.
ARTICLE XII - EMPLOYEE RIGHTS

A. Vacancies:

1. College/Universities shall use existing qualified adjunct faculty unit members before advertising for new adjuncts when it has courses to fill in a semester.

2. Adjunct faculty Employees may apply for advertised vacancies/opportunities for full-time, and part-time faculty and adjunct positions that are posted on the College/University web site. The announcement will be emailed to the Union at least 2 weeks in advance of the posting. The application may be accompanied by any substantiating documentation that the employee cares to submit.

3. Adjunct faculty The employee will receive priority consideration for all full time and regular part-time vacancies for which they are qualified. The employee shall be notified of the disposition of their application prior to the publication of the names of the successful applicant(s).

4. Adjunct faculty who have taught the same course for at least 3 semesters (including summer and intersessions) will receive priority consideration to teach that course whenever it is offered based on adjunct seniority.

B. Identification Cards:

The College/University shall issue official identification cards to all adjunct faculty. The initial card shall be at no cost to the employee. Cost for replacement shall be in accordance with College/University policies and practices. Adjunct faculty shall be provided with official identification cards by the College/University at no cost.

C. Email Addresses: Adjunct faculty shall be issued a college/university e-mail address at the commencement of each semester.

D. Access to Telephones, Computers, Copiers and Faxes:

The College/University will guarantee adjunct access to faculty telephone, fax and computer/internet access at all times that classes are in session.
E. Campus Directories:

The name, department and departmental telephone extension of all Adjunct faculty shall be listed in all electronic or published telephone directories and/or website listings, where such technology exists within a College/University.

F. Equipment, Service and Supplies:

1. The College/University shall provide when possible Adjunct Faculty with access to materials that aid in their teaching.

2. The College/University shall provide Adjunct Faculty with access to secretarial services at the same level as full-time faculty.

G. Mailboxes:

1. The College/University shall provide Adjunct Faculty with a personal mailbox. Folders shall not be considered mailboxes.

2. Mailboxes shall be available during regular office hours. During times when mailboxes are not regularly available, arrangement for access to mailboxes will be made by the College/University.

3. The University shall distribute to Adjuncts all material generally distributed to full time faculty and/or staff.

4. The Colleges/Universities shall not abrogate the lawful rights of adjunct employees as to opening of their mail, or the privacy of their offices or personal belongings.

H. Office:

1. The College or University shall designate offices, rooms or spaces which are appropriate for Adjunct Faculty to meet with students and work on instructional activities and related university matters. Where a department has verifiable no space...
to assign adjuncts, the University shall provide an office local for adjuncts as near as possible to the department.

2. In the event that the Adjunct Faculty assigned to a common office cannot work out a schedule to ensure adequate privacy to meet with students the Department chair shall intercede to ensure privacy.

I. Schedule of Courses:
Where names of Adjunct Faculty are available in advance of the College/University course bulletin or catalog publication, Adjunct Faculty shall be listed identifying them with their schedule of courses.

J. Manuals:
The College/University will provide all adjuncts with an Adjunct Employee Handbook, where available, containing any and all Academic, Employment or other relevant policies and procedures.

H. 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.

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

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

Within the College/University departmental or equivalent academic unit policies and practices, adjunct faculty may be permitted to select textbooks and course materials. Textbooks and other teaching materials shall be selected by adjunct faculty members if the adjunct is not a last minute hire, or a specific textbook is not required for the course, and materials selected should be consistent with resources, objectives and procedures of the department or equivalent academic unit and the academic program of the College/University.

L. Process for Changing [Exact language move here from Side Letter I]

The process for changing College/University policies and practices on space for meeting with students, distribution of general announcements, mailboxes, access to telephones, and office equipment and all campus facilities, inclusion in the roster or directory of faculty, office, desk and storage space, computer access, timely notice of appointment, tuition waiver for employees and dependent children, evaluation procedures, priority scheduling for union officers, right to communicate with the Board of Trustees where a separate Adjunct 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 negotiate 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 negotiate 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. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

8.9 Local agreements or policies adopted pursuant to this procedure shall be subject to the grievance procedure set forth in Article VI.B.2 Article VI. B. 1.

ARTICLE XIII - ADJUNCT FACULTY WORKLOAD

A. Definition of Adjunct Workload:

1. The teaching load for an adjunct shall not exceed one half of the established full time academic teaching load per semester of each particular institution.

2. Should an institution have a non standard credit system, an adjunct is permitted to teach two courses, or, six (6) credits whichever is greater, not to exceed eight (8) credits total per semester.

3. Emergency one time only exception to exceed the one half credit load shall be made on a case by case basis, with the approval of the local UNION, shall be non-recurrent, and shall not negatively affect any subsequent semester's teaching load.
B. Definition of Terms:

1. Student credit hours are defined as the number of credit hours earned by a student successfully completing a given course.

2. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.

3. Teaching credit hours are defined as:
   (a) one teaching credit hour equals 15 teaching "contact" hours
   (b) one (1) teaching "contact" hour equals fifty (50) minutes of classroom time.
   (c) When the number of regularly scheduled average weekly class hours equals the number of student credit hours, teaching credit hours shall equal student credit hours.
   (d) When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as "laboratories," "studios," "language lab", clinical supervision or physical education courses teaching credit hours shall be defined as the number of weekly class hours. two-thirds (2/3) of a teaching credit hour. It is further understood that one (1) teaching credit hour equals 50 minutes of classroom time.
   (e) When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching credit hours shall be equal to student credit hours, but not less than the number of average weekly class hours; and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.
   (f) Independent study shall be compensated at the rate of 1.25 credits per student per semester

2. Student credit hours are defined as: the number of credit hours earned by a student successfully completing a given course.

3. Average weekly class hours are the total number of regularly scheduled class meeting hours for a course divided by the number of weeks in the program.
C. Compensation

1. Compensation for adjunct faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to, on-line courses, distance learning courses, independent study, supervision of internships or practice teaching, or assigned to teach regularly scheduled courses for which collegiate credit is not granted, shall receive teaching credit hours for such activities shall be negotiated between the College/University and the Local Union, according to the policies and practices currently in force at the respective Colleges/Universities unless specified otherwise in this Agreement.

2. Independent study shall be compensated at the rate of 1.25 credits per student per semester.

D. Compensation for adjunct faculty members assigned duties involving non-teaching activities such as, but not limited to student advisement, the planning and conduct of workshops, attendance at workshops, conferences, meetings, training sessions or the review of entrance or placement exams shall be negotiated between the College/University and the Local Union.

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

2. In the event that, after consultation, the Local UNION is of the opinion that the involved policy or practice is unreasonable, the Local UNION, within seven (7) calendar business days of receipt of the consultation, shall notify the President in writing of such opinion, with a detailed explanation of the basis for such opinion. The President shall designate an official of the College/University to consult with the Local UNION concerning the new or changed policy or practice. Such written request must be received by the President within thirty-one (31) calendar days of receipt of the Local UNION's written notice. The consultation shall be completed within thirty (30) days of the Local UNION's written request to the President, unless said time limitation is extended by mutual consent of the parties.
days, may request negotiation of those matters which it deems to be mandatorily negotiable.

Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

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

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

E. COMPENSATION FOR ATTENDANCE AT REQUIRED MEETINGS: (already addressed earlier — See Articles XIII C (D) and Article XX)

1. Adjunct faculty who are required to attend department/program meetings for training and/or orientation purposes, curriculum development and/or planning or as a means of executing newly developed programs and policies related to the course of their teaching at said College/University shall be compensated at a rate negotiated at the local level.

ARTICLE XIV – APPOINTMENT/REAPPOINTMENT OF EMPLOYEES

A. Prior to appointment contracts being offered, employees must advise the College/University in writing of any other employment, including employment as an adjunct.

B. 1. When a prospective employee is offered appointment or reappointment, but in no case less than 60 days before the commencement of the relevant semester, he or she shall be provided with a letter of appointment contract. The letter of appointment contract shall include:

   a) The name of the employing College/University;
   b) The dates for which the appointment/reappointment is effective;
   c) The salary rate;
   d) A specification of the course(s) to be taught, which will include the dates and times the prospective employee is to teach.
   e) A copy of each appointment contract shall be provided to the Local Union.
2. Prospective “initial” appointees shall also be provided with a copy of this Agreement and a copy of the local adjunct handbook, if any, by the Human Resources Department of each institution. When a prospective employee accepts his/her appointment, the College/University shall provide the local UNION with such employee's name and address.

C. Any individual letter of appointment contract between the College/University and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement shall be controlling.

D. If a course that an employee is assigned to teach is re-assigned to a full-time or regular part-time faculty member, the employee will receive full compensation for the course.

D. **COURSE CANCELLATIONS:** (already addressed earlier — See Article XIV D)

D. The University and the local UNION hereby agree that, except for cancellation due to inadequate enrollment, any and all current and future “Adjunct Faculty” who have an executed teaching contract with the university shall not be replaced in their contracted teaching assignment. Article XI, Section E. of the State-Union Agreement shall apply in cases where classes do not have adequate enrollment.

E. If a course that an employee is assigned to teach is canceled after the first class taught by the employee, the employee will be paid the equivalent of one (1) credit hour, sum of $100, or compensated on a pro-rata basis, which ever is higher, for the first class. For each class taught beyond the first day, the employee will be compensated on a pro-rata basis.

**CANCELLED COURSES:**

F. The local UNION shall be given a written copy within one week of each individual Adjunct Course Cancellation. Included on the cancellation will be the date the cancellation occurred, reason given for the cancellation (class section was cancelled as a result of low enrollment, another professor took it over, etc....), amount of payment to be given (if any are entitled to it).

F (G). If the college/university assigns an employee to teach a course less than 60 days before the next semester, the employee will receive additional compensation in the amount of .5 of a teaching credit hour.
G. No employee shall be assigned to teach a course without an appointment contract.

H. This Article applies to all teaching sessions, including summer and inter-session.

I. Any time an adjunct is made an offer to teach a non credit course, the College/University must inform the employee that his/her acceptance of the course will result in removal from the bargaining unit, and loss of membership and state benefits.

NEW ARTICLE XV—REAPPOINTMENT PROCEDURES

A. Notice of reappointment or non-reappointment of employees covered by this Agreement shall be given in writing no later than 60 calendar days before the commencement of the relevant semester.

B. The procedures for reappointment of employees utilized in the College/University, if universally applicable, or in the division, department or similar unit in which the employee is employed, shall be fairly and equitably applied to all candidates. The procedures shall provide for consideration based on criteria established by the College/University, appropriate to the College/University and the work unit. The current and applicable procedures including a statement of such criteria shall be provided in written form for the understanding of all affected employees.

At each college/university a committee consisting of an equal number of full-time/regular part time and adjunct faculty shall be responsible for appointment decisions and shall constitute the first level of review for reappointment decisions. (PROBABLY NON-NEGOTIABLE)

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

C. Individual Letter of Appointment or Reappointment Contracts

Any individual letter of appointment or reappointment contract between a College/University Board of Trustees and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
D. Employees who are notified of non-reappointment shall be provided with substantive
written reasons for such decision from the College/University. Employees notified of non-
reappointment are entitled, upon request, to a meeting with their Dean to discuss the
College/University’s reasons.

NEW ARTICLE XV - ELIGIBILITY FOR ANNUAL AND MULTI-YEAR CONTRACTS

A. After teaching three (3) consecutive academic years, employees will become eligible for
annual contracts.

B. After teaching five (5) consecutive academic years, employees will become eligible for three
(3) year contracts.

C. After teaching ten (10) consecutive academic years, employees will become eligible for five
(5) year contracts.

D. During the terms of these contracts, employees will not be suspended or discharged without
good cause.

E. Cumulative semesters of service will be the basis for the determination of seniority

NEW ARTICLE XVII – SENIORITY

We believe the absence of a seniority clause and its complete omission is a serious weakness. This was discussed 9/15 10/13 11/03. At our next pre-negotiations mtg. we would like to have detailed seniority article restored in this contract that we presented to the Council.

NEW ARTICLE XVIII — PROMOTIONAL PROCEDURE

The purpose of these Article is to provide a career ladder for adjunct faculty.
A. Adjunct faculty shall be eligible for promotional consideration to the rank of regular part-time faculty, as defined in Article I A. 9 of the Full Time Agreement.

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

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

D. Depending on qualifications and experience, adjunct faculty may be promoted to any rank from Instructor to Full Professor, except that the Instructor rank will not be assigned to any adjunct in possession of a terminal degree.

ARTICLE XIX - SALARY

Subject to the State Legislature enacting appropriation of funds for these specific purposes, the STATE agrees to provide the following compensation effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.
Proposal # 1

Salary to be based on ProRata Pay Scale to be established between 73-80% of Full Time Actual Salary. Refer to “Full Time Teaching Assignment Breakdown Worksheet” at end of Contract Draft Document.

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Effective September 2007, Adjuncts who have taught eight (8) or more semesters at the individual College/University will receive an additional $25 per credit. Adjuncts who have taught sixteen (16) or more semesters at the individual College/University will receive an additional $25-$50-$100 per credit. A semester is defined as Fall or Spring.

PROPOSAL # 3 OPTION

OR

PROPOSAL OPTION # 2

Copy Proposed Salary Scale if we do not get pro rata rate for all.

A. The minimum employee compensation per credit hour shall be determined based on the schedule below which would begin at established Range 18 Salary Set as forth in Full Time Contract and increase by $25.00 increments for each category and academic degree held.

Definitions

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<td>16-20 Semesters of Service</td>
</tr>
<tr>
<td>Adjunct Professor</td>
<td>Adj. 5</td>
<td>21 Semesters or More</td>
</tr>
<tr>
<td>Adjunct Visiting Professor</td>
<td>Adj. 6</td>
<td>TBN</td>
</tr>
<tr>
<td>Distinguished Adjunct Faculty</td>
<td>Adj. 7</td>
<td>TBN</td>
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### 2010 - January (Spring)

<table>
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<tr>
<th>Adjunct Instructors</th>
<th>Service Period</th>
<th>Status</th>
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<tbody>
<tr>
<td>Adjunct Specialist</td>
<td>Adj. 1</td>
<td>Teaches no more than 15 hours</td>
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<tr>
<td>Adjunct Instructor</td>
<td>Adj. 2</td>
<td>1-8 Semesters of Service</td>
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<td>Adjunct Assistant Prof.</td>
<td>Adj. 3</td>
<td>9-15 Semesters of Service</td>
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<tr>
<td>Adjunct Associate Prof.</td>
<td>Adj. 4</td>
<td>16-20 Semesters of Service</td>
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<tr>
<td>Adjunct Visiting Professor</td>
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<tr>
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### 2010 - Sept. (Fall)

<table>
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<th>Status</th>
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<tbody>
<tr>
<td>Adjunct Specialist</td>
<td>Adj. 1</td>
<td>Teaches no more than 15 hours</td>
</tr>
</tbody>
</table>
**Adjunct Specialist** must have a minimum of a BS/BA Degree
Includes but not limited to Faculty teaching Continuing Education, (non academic credit Courses), all CEU courses, Graduate or Undergraduate Certification Courses, and one time adjunct guest lecturers.

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### PROPOSAL # 3

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Effective September 2007, Adjuncts who have taught eight (8) or more semesters at the individual College/University will receive an additional $25-$50 per credit. Adjuncts who have taught sixteen (16) or more semesters at the individual College/University will receive an additional $25-$50-$100 per credit. A semester is defined as Fall or Spring.

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

C. All adjunct faculty shall receive a minimum of 1 credit compensation per semester for one office hour per week or other time spent assisting students in their classes.
NEW ARTICLE XX — HEALTH BENEFITS

A. The State Health Benefits Plan, specifically NJ PLUS, is applicable to all employees covered by this Agreement who are enrolled in a State pension system.

1. The State shall pay 50% of the cost of the NJ PLUS premium, as established by the State Health Benefits Commission, for all covered employees.

2. The State shall join with the Union in petitioning the State Health Benefits Commission to remove the 10% surcharge on the premium charged to employees enrolled in the State Health Benefits Plan.

B. Prescription Drug Program

It is agreed that the STATE shall extend the Prescription Drug Benefit Program to all employees covered by this Agreement who are eligible to participate in the State Health Benefits Plan. The Program shall be funded and administered by the STATE. It shall provide benefits to all unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the STATE from funds provided for the Program subject to a deductible provision which shall increase effective July 1, 200? to $10.00 for name brand and $3.00 for generic drugs. Mail order co-payment shall increase to $15.00 for name brand and $5.00 for generic drugs. The renewal of such prescription shall be subject to specific procedural and administrative rules and regulations, which are part of the Program.

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

C. Dental Care Program

It is agreed that the STATE shall extend the Dental Care Program to all employees covered by this Agreement who are eligible to participate in the State Health Benefits Plan. The program shall be
administered by the STATE and shall provide benefits to all eligible unit employees and their eligible dependents.

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

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

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

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

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

D. Eye Care Program

It is agreed that the STATE shall extend the Eye Care Program to all employees covered by this Agreement. The Program shall be administered by the STATE and shall provide benefits to all eligible unit employees and their eligible dependents (spouse and unmarried children under twenty three (23) years of age who live with the employee in a regular parent-child relationship). The extension of benefits to eligible dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

The Program shall provide for eligible employees and eligible dependents as defined above to receive a $35 payment for prescription eyeglasses with regular lenses and a $40 payment for such
glasses with bifocal lenses. Effective July 1, 200? the lens benefit will be increased by $5.00
pursuant to the current bi-annual formula.

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

Proper affidavit and submission of receipts are required of the employee in order to receive
payment. Each eligible employee and dependent may receive only one payment for glasses and one
payment for examinations during the period from July 1, 200? to June 30, 200?, and one payment
for glasses and one payment for examination during the period from July 1, 200? to June 30, 200?.
The forms to be filled out by the employee for payment shall identify both the STATE and the
Union, but shall be submitted directly to the College/University where the employee is employed.

NEW ARTICLE XXI - TUITION REIMBURSEMENT

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

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

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

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

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

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

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

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

ARTICLE XXII – PERSONNEL FILES

NEW ARTICLE XXIII – ADJUNCTS FACULTY PROFESSIONAL DEVELOPMENT FUND

A. Purpose

Every state college/university covered by this Agreement will establish a Professional Development Fund Pool dedicated to providing support for professional development of adjunct faculty. This Development Fund is separate from the Instructional Resources Fund. Individual adjunct faculty will be eligible to submit requests for funding to support proposals for professional development, including but not limited to professional meetings, training and seminars.

B. Funding Pool Levels

This Fund will be financed by an annual budget allocation of XXXXXXX to be awarded to adjuncts on a first-come/first-serve basis. The University shall place these funds in a special campus account. This allocation is a minimum amount and shall not preclude the allocation of additional funds at the discretion of the University.

C. Eligibility
Each adjunct who has been employed in the bargaining unit for three (3) or more semesters at any of the state colleges/universities covered shall be eligible to apply for the use of these funds in an amount not to exceed $1000 in any one academic year.

D. Process

The individual adjunct must submit to his/her Dean a proposal to support professional development that includes a description of the anticipated pedagogical endeavor. Upon approval by the Dean, an adjunct may be provided full or partial reimbursement for expenses in connection with these approved professional activities. Written authorization and approval of expenses should typically be provided prior to attendance at such conferences or meetings.

Each institution in negotiation with the local UNION shall establish the process for equitable distribution of these funds.

NEW ARTICLE XXIV—ADJUNCT FACULTY INSTRUCTIONAL SUPPORT FUND

A. Purpose

The State recognizes the contributions of adjunct faculty and the need to attract and maintain a high caliber of adjunct teaching staff. To ensure the continued quality and delivery of education to its students by adjunct faculty, the University will create and maintain an instructional support fund dedicated to providing instructional resources that are reasonably necessary for adjunct faculty to complete their assigned duties and responsibilities.

Instructional support includes, but is not limited to, resources such as: office, computer, laboratory, and instructional equipment; office hours; writing stipend; and purchase of student reading materials. This Instructional Support Fund is separate from the Adjunct Faculty Professional Development Fund.

B. Funding Levels

Each state college/university covered by this Agreement shall create and fund a special campus account for this purpose. The allocated amount to support an initial fund pool shall be sufficient to sustain the first year “startup budget.” Colleges may draw from this fund to sustain adjunct faculty departmental necessities. Departments may submit requests for
funding to sustain instructional support. Subsequent to this “startup budget,” an annual
adjusted budgeting allowance shall be provided to ensure that this program continues.

C. Implementation

The University and the local Union shall establish an ad hoc adjunct committee on
Instructional Support, which shall be comprised of equal numbers of University and local
Union representatives. The committee shall develop guidelines and procedures in
accordance with campus protocol to fund instructional support. The committee shall review
requests and make recommendations to the appropriate University officials.

ARTICLE XXV, XXIII, XVI – REIMBURSEMENT FOR TRAVEL

A. Whenever transportation is required as part of the duties of an employee and the employee uses
his or her private vehicle, the College/University shall reimburse the employee for such use of his or
her private vehicle at the rate established by College/University policy or the Internal Revenue Service.

This article will apply to travel to off-site campuses and satellite colleges if the distance from the
employee’s home to the off-site location is greater than the distance from the employee’s home to
the main campus. In these cases, the employee will be reimbursed for the difference between the two
distances.

B. Employees shall be reimbursed for travel within forty-five (45) calendar days of submission of
the completed request for reimbursement and all required documents.

ARTICLE XXVI – SAFE CONDITIONS (Same language as FT Contract)

NEW ARTICLE XXVII - LEAVE

A. Special Leave: Jury Duty

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

2. The employee shall be responsible for immediate notification to the College/University of
impending jury duty.
3. Employees shall submit to the College/University written verification of attendance signed by a representative of the court.

B. Special Leave: To Appear As A Witness

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

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

NEW ARTICLE XXVIII COPYRIGHT OWNERSHIP

The creation of copyrighted works is one of the ways the College/University fulfills its mission of contributing to the body of knowledge for the public good. The College/University encourages the creation of original works of authorship and the free expression and exchange of ideas. This Article is intended to embody the spirit of academic tradition, which provides copyright ownership to employees for scholarly and aesthetic copyrighted works, and is otherwise consistent with the United States Copyright Law, which provides copyright ownership to the College/University for its employment-related works.

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

A. Ownership of Copyright

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

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

(1) The copyrightable property is embodied in textbooks, manuscripts, scholarly works, works of art or design, musical scores and performances, dramatic works and performances, choreographic works, popular fiction and non-fiction works, poems, or other
works of the kind that have historically been deemed in academic communities to be the
property of their author, including lecture notes, course outlines, handouts, exercises and
tests developed by employees to support their own teaching activities unless covered under
(b) below; or
(2) The copyrightable property is embodied in a storage medium such as films, videos,
audio recordings, multimedia materials, distance learning materials, and courseware unless
covered under (b) below; or
(3) The copyrightable property has been released by the College/University to the creator;
or
(4) The copyrightable property is created on sabbatical leave with no more than incidental
use of College/University facilities.
b. The College/University shall be the sole owner of the copyright if:
(1) The copyrightable property is embodied in a work that is commissioned by the
College/University pursuant to a signed contract; or
(2) The copyrightable property is embodied in a work that the employee is specifically
assigned to create; or
(3) The College/University indicates, in writing, at the time it grants an alternate
assignment within load, that it intends to claim ownership of copyright to any work made
possible by the alternate assignment; or
(4) The copyrightable property is created with more than incidental use of
College/University facilities or financial support.
c. The ownership rights described in (b) above may be modified by an agreement between the
creator and the College/University.
d. Copyright ownership of any type of recorded synchronous course shall be determined by mutual
agreement between the creator and the College/University. The parties shall enter such agreement
prior to the recording of the course.
e. The copyrightable property that is created in the course of research supported by the
College/University which is funded by the College/University and/or a sponsor pursuant to a grant
or research agreement, or which is subject to a materials transfer agreement, confidential disclosure
agreement or other legal obligation affecting ownership, will be governed by the terms of such grant
agreement, as approved by the College/University. The College/University will ordinarily own
copyright to such property.

B. Royalties and Licenses

(1) Where the College/University owns the copyright to the work, the College/University shall retain
all royalties or other benefits from any commercialization of such work, unless there is a mutual
written agreement between the creator and the College/University regarding shared ownership of
copyright to such work.

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

C. Appeals – Copyright Ownership Rights Committee

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

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

The Union may appeal the decision of the Provost/Vice President for Academic Affairs within
twenty (20) days of the decision directly to advisory arbitration under Article VII. The parties shall
mutually agree on an arbitrator. The arbitrator shall be required to have experience with and be
knowledgeable about issues involved in the dispute.
NEW ARTICLE XXIX – ONLINE COURSES  (Same as language in FT on everything except release time issue)

SIDE LETTER OF AGREEMENT I - MOVE TO EMPLOYEE RIGHTS - Cross check with Amended document to make sure everything is included...

The process for changing College/University policies and practices on space for meeting with students, distribution of general announcements, mailboxes, access to telephones, and office equipment and all-campus facilities, inclusion in the roster or directory of faculty, office, desk and storage space, computer access, timely notice of appointment, tuition waiver for employees and dependent children, evaluation procedures, priority scheduling for union officers, right to communicate with the Board of Trustees where a separate Adjunct 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 negotiate 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 negotiate 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. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

8.9 Local agreements or policies adopted pursuant to this procedure shall be subject to the grievance procedure set forth in Article VI.B.2 Article VI. B. 1.

ARTICLE XXX – DEFERRED COMPENSATION PLAN – Same Language

as in present Adjunct Agreement

ARTICLE XXXI – LIABILITY CLAIMS INDEMNIFICATION

ARTICLE XXXII – LOCAL RESOLUTION OF ISSUES

NEW ARTICLE XXXIII – INFORMATION TO NEXT OF KIN

ARTICLE XXXIV – AVAILABILITY OF AGREEMENT

ARTICLE XXXV – MANAGEMENT RIGHTS

NEW ARTICLE XXXVI — COMPENSATION FOR OUTSIDE FUNDED ACTIVITIES

Where compensation is received by an employee for employment under academic programs or services which are funded from sources other than those specifically provided for the State College/University in any STATE annual appropriations act, such compensation shall be at the rate of $$$$$. The State shall not unreasonably deny an employee a rate of $$$$$ where outside funds are available for such purpose. (WE DON’T UNDERSTAND THIS)

SIDE LETTER OF AGREEMENT II — ACADEMIC FREEDOM

All adjuncts included in the unit are covered under the academic freedom policies of the Colleges/Universities where they are employed.
ARTICLE XXXI – XXXVII – 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 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. In the event that any College/University proposes new rules or modification of existing rules governing any activity covered herein for which there is not current practice or policy or proposes to change an existing practice or policy, the College/University shall notify the Local Union in writing and, upon written request of the Local Union, the President of the College/University shall designate an official to consult with the Local Union concerning the new or changed policy or practice. Such written request must be received by the President within thirty-one (31) days of the College/University’s written notice to the Local UNION. The consultation shall be completed within thirty (30) days of the Local UNION’s written request to the President, unless said time limitation is extended by mutual consent of the parties.

B. C. 1. It is understood and agreed that any provisions of this Agreement which require amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

2. Whenever legislation is necessary to implement this Agreement, the STATE shall assume responsibility for seeking the introduction of such legislation.

C. Any policy, practice, rule or regulation of a College/University Board of Trustees or of a College/University Administration, pertaining to wages, hours, and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE XXXVIII – SAVING CLAUSE
What follows are Kate Henderson's adjunct faculty contract submissions received just prior to the midnight, Nov. 17 cutoff date. Staff has gone over what had previously been agreed to and identified which of these was already addressed - some in a slightly different format. The notations next to each topic indicate those that have already been addressed & preliminarily agreed to earlier.

Following Kate's proposals is one submitted by Paul Ragozin at the last Adjunct Faculty pre-negotiation meeting on November 3. There weren't hard copies available for the group so it is included here.

______________________________________________________________________________

Kate Henderson's Additional Proposals

SENIORITY: ( already addressed earlier - see Article XII C)

- In order to mitigate the impact of the upcoming fiscal constraints on its members propose that the "College/Universities shall use existing qualified adjunct faculty unit members before advertising for new adjuncts when it has courses to fill a semester." with."

We believe the absence of a seniority clause and its complete omission is a serious weakness. This was discussed 9/15 10/13 11/03. At our next pre-negotiations mtg. we would like to have detailed seniority article restored in this contract that we present to the State

REPORTING ISSUES ( already addressed earlier - see Article IX B.2)

- Request an end of semester final compliance report, which is to be submitted one week after the close of each academic semester. This would be in addition to preliminary list of names and departments at the end of the first week of the semester, and the normal 5th week compliance report.
Locals cannot wait 6 weeks before finding out who is teaching, especially if we are expected to cover people for occupational liability insurance, etc… thus the need for a “preliminary short report”

"5th week report" is a snapshot, rarely accurate, and used by the state in determining quarterly credits for pension. The stats are also used by the State, AFT and National for statistical purposes. And with the added information used for recruiting purposes.

"Final Compliance Report" can hopefully catch all the missing ones left off the 5th week report, and give the most accurate comparison.

Now that everyone is computerized, and we have had 4 years to perfect reporting, generating lists are not the problem anymore. Anyone can walk in and request a report the records are there for the taking. The problem comes down to accuracy and timing. These 3 reports would solve that problem.

CANCELLED COURSES:

The union shall be given a written copy within one week of each individual Adjunct Course Cancellation. Included on the cancellation will be the date the cancellation occurred, reason given for the cancellation (class section was cancelled as a result of low enrollment, another professor took it over, etc…..), amount of payment to be given (if any are entitled to it).

REQUESTS FOR COPIES OF CONTRACTS: (already addressed earlier — See Article XIV)

New Hires: The union should receive a copy of the hiring contract issued for all new adjunct hires, within one week of being hired.

Returning Adjuncts: The union should receive a copy of the hiring contracts issued for all adjuncts, within one week of their being issued.
Rationale: Since Kean has begun four semesters ago to provide us with contracts for all new hires, we have found 1 out of every 3 contracts have errors which we bring immediately to the HR’s attention. Most common mistakes, improper assignment of credits, assignment of more teaching hours than they are paid to teach, improper pay, wrong names, and interestingly enough wrong addresses. We find them usually within two weeks of getting the contract.

Grievances we have had with Kean usually come back to errant contracts, if the union can monitor them we can avoid this situation. New hires especially do now know what they should be getting, or how long they are obliged to teach. The state clearly defines the teaching time in Higher Ed, as being 50 minutes per credit per week for 16 weeks.
HALF SEMESTER COURSES: (already addressed earlier – See Article XII b)
Adjuncts teaching half-semester one (1) credit courses, labs or studios for triple period classes for 8 weeks shall be given compensation at the rate of 1.5 credits instead of 1 credit. This would then be on equity to those teaching 16 weeks at triple periods for 3 credits.

NO CONTRACT, NO PAY ISSUE: See new Art. XIV G
All adjuncts are to be paid bi weekly pursuant to the calendar schedule adopted at each individual institution. In no case should an adjunct be teaching in a classroom without a contract. No contract means they have not been processed by the HR Department, and No contract means no pay.

NEW FORMULAE RATE ESTABLISHED FOR STUDENT TEACHING ADJUNCT SUPERVISORS: (already addressed earlier – See Article XIII B)
Since this is a problem within every institution, we need to establish a basic criteria.

NOTIFICATION OF APPOINTMENT (already addressed earlier – See Article XII C)
1. Adjunct Faculty who have completed three (3) semesters of service at the University teaching the same course, shall receive written notice by the University of appointment to teach that course, in subsequent semesters, not later than four (4) weeks before the end of the current semester.
2. Adjunct Faculty who have completed three (3) semesters of service at the University teaching the same course, shall receive written notice of appointment to teach summer sessions not less than three (3) weeks prior to the start of any summer session.

COMPENSATION FOR ATTENDANCE AT REQUIRED MEETINGS: (already addressed earlier – See Articles XIII C (D) and Article XX)
1. Adjunct faculty who are required to attend department/program meetings for training and/or orientation purposes, curriculum development and/or planning or as a means of executing newly developed programs and policies related to the course of their teaching at said College/University shall be compensated at a rate negotiated at the local level. of $50.00 for meetings of two (2) hours or less, and $75.00 for meetings of two (2) or more hours. Adjunct faculty who attend meetings, trainings or orientations in duration of more than one half (1/2) working day shall be compensated $100.00.
2. Adjunct faculty who are required to perform any additional duties outside of the normal 15-16 classroom teaching hours per teaching credit hour shall be compensated at an hourly rate of $50.00.

3. Adjunct faculty who attend university scheduled professional development meetings with the approval of a chair or dean, shall be compensated at $50.00 per hour.

4. Adjunct faculty who are asked to develop, pilot or assess various components of a course of program shall be compensated $50.00 per hour for their contributions.

5. Adjunct faculty who are required to consult or coordinate lessons or activities with another academic colleague, will be compensated at $20.00 per 15—minutes or portion thereof, not to exceed $75.00 per hour.

CLASS CAPS:

(1) … “provide the local Union with a copy of the established Course CAPS semi-annually in an Access or Excel format”;

(2) … to provide to the local Union this list “no later than the fifth week of each semester”;

(3) … establish a rate to compensate adjuncts teaching more students than maximum established student cap.

Formulae recommended would be Based on division of total max capped class number of students established by the institution divided by total credit salary for that particular semester, to establish add on student would be based on 35 students divided by $2850.00 (3 credits @ 950. per credit for the Spring), or a compensation rate $81.43 per extra student.

If a 3 credit course capped at 16 the rate would be 16 divided by $2850.00 = $178.13 per extra student........per student overload cap rate.

So, if a three (3) credit course class cap is set at 35 students, the overload caps for each additional

(4) … “require the institutions to consult with the Union whenever a class cap is being established or set for any newly developed course”.
(5) "require the institutions to notify and consult with the Union before changing established class caps for courses."

COURSE CANCELLATIONS: (already addressed earlier --- See Article XIV D)
1. The University and the Union hereby agree that, except for cancellation due to inadequate enrollment, any and all current and future “Adjunct Faculty” who have an executed teaching contract with the university shall not be replaced in their contracted teaching assignment. Article XI, Section E. of the State Union Agreement shall apply in cases where classes do not have adequate enrollment.—MOVED TO XIV

EMPLOYMENT VACANCIES: (addressed earlier---See Art. XII A)
1. The University shall notify the Local 6024, either electronically or in writing, of any teaching or administrative employment vacancies.
2. The University shall send notification to the Union no less than one week prior to the public announcement of the vacancy.

I am pulling out every grievance, every MOA, everything Kean challenged us on, to see if we can beat them at their own game. Yes, I am a dreamer......but we will be stuck for 4 years with whatever language we don't try to get into this agreement.

HYPERLINK OF UNION WEBSITE FROM UNIVERSITY WEBSITE: (addressed--See Art. XI)
Where an adjunct bargaining unit exists independently, the University agrees to provide a web hyperlink from their Website to the Local Union.

E-MAIL LISTS: (addressed See--earlier IX B. 2)
1. The University shall provide the Local with a list of university e-mail addresses for all adjunct faculty.
2. The University hereby agrees to provide said list on or before the fifth week of each semester in an Access or Excel format.
PAY DATES:
1. The University shall provide in writing, notification of pay dates, to each returning “Adjunct Faculty” member, prior to their first designated payperiod. This shall be done electronically via the University Web Site, e-mail or via notification by letter.
2. The University shall provide to all newly hired “Adjunct Faculty” pay schedules immediately upon issuance of their first processed paycheck.

ADJUNCTS TEACHING CLINIC SUPERVISIONS:
If an adjunct supervises on campus. They have to be physically present on campus x amount of hours per week in the clinic. The adjuncts could be assigned anywhere between 1 to 3 students to supervise during that time. They still put in 6 hours of scheduled time whether it is 1 or 3. That comes to 108 hours per semester (6 hours times 18 weeks = 108 hours) times 60 minutes in an hour, that comes to 6480 total minutes. If we use the state TCH formula and divide by the formula 50 minutes = 1 TCH, then the adjuncts supervisor on campus is working 129.6 TCH. Certainly this cannot be worth one (1) credit.

ADJUNCTS WORKLOAD:
Make sure under definitions that Item A.1 b & c is corrected......
-I am dead tire, but have this simplified and will email it on Sunday. for clarification. For now the item for consideration is here in the example.

example: triple period classes meets for 8 weeks currently at 1 credit.

formulae = 3 periods per week times 8 weeks = 24 class hours times 60 minutes in an hour = 1440 minutes.
This figure is then divided by the state formulae of 50 TCH minutes per = one credit, that would come to 28.8 TCH (Total class) hours by state definition, Divided by 15 Teaching contact hours, which is the state equivalent of 1 credit per 15 contact hours, the adjuncts should receive 1.92 credits not 1 credit
(e) should read..."When the number of average regularly scheduled weekly class hours is less than
the number of student credit hours, teaching credit hours shall not be less than the number of
average weekly class hours; and additional teaching credit hours may be granted based on actual
TCH formula.

(How is this different from Art. XIII A 1 c?)

GRANDFATHERING LANGUAGE: (done)

Please make sure All language which both contracts have in common that should be adopted and
carried over to each other. We were not careful last time.

Especially Credit values for labs, studios, etc....

YEARLY CONTRACTS: (already addressed earlier — See new unnumbered article:
Eligibility for Annual and Multi-Year Contracts)

For adjunct with 16 or more semesters of seniority they would be give their 12 credits in the form of
an academic year contract.

CLEAR DEFINITION OF AN ADJUNCT:

One who "teaches" in any single semester or academic year, no more than one half a full time
teaching load at their respective institution. The term "teaches" is defined as: any academic credit
course, certificate course, license course, tutoring, continuing educational course, or professional
development course).

- Define "CONTINGENT" to mean no one teaching cumulatively or consecutively more than
xxx years.

MOVE FOLKS AUTOMATICALLY INTO PART TIME UNIT AFTER 5 YEARS.

******************************************************************

*****
Paul Ragozin's Proposal

SENIORITY (addressed in different fashion - See new unnumbered article: Eligibility for Annual and Multi-Year Contracts)

1. Probationary Period. Except as may be otherwise provided herein, an Employee shall earn a seniority unit upon the completion of a semester of employment. The parties hereto agree to the concept of seniority for Employees; provided, however, that each Employee shall be deemed a probationary Employee until she/he shall have earned six (6) seniority units at the University. Those who have already completed probation at the start of this contract shall not be returned to probationary status by this provision.

2. Determination of Seniority.

For assignment to adjunct positions, each employee shall be placed into a seniority pool based on the number of seniority units earned by such Employee, as follows:

Pool I - Earned fewer than 4 seniority units;
Pool II - Earned 4 but fewer than 8 seniority units;
Pool III - Earned 8 but fewer than 12 seniority units;
Pool IV - Earned 12 but fewer than 16 seniority units;
Pool V - Earned 16 but fewer than 20 seniority units;
Pool VI - Earned 20 but fewer than 24 seniority units;
Pool VII - Earned 24 but fewer than 28 seniority units;
Pool VIII - Earned 28 but fewer than 32 seniority units;
Pool IX - Earned 32 but fewer than 36 seniority units;
Pool X - Earned 36 but fewer than 40 seniority units;
Pool XI - Earned 40 but fewer than 48 seniority units;
Pool XII - Earned 48 but fewer than 56 seniority units;
Pool XIII - Earned 56 or more seniority units.

Everyone within a pool shall be considered equal from the standpoint of seniority.
3. Subject to the above, Employees shall be offered work opportunities for which they are qualified in accordance with strict seniority within the lists. If two or more Employees have the same number of seniority units, the tie shall be broken by the following factors in order:
   a. The date when the employee first began to accrue units on the adjunct seniority list; or
   b. If the above is not decisive, ranking shall be by lot; or
   c. When neither of the above is decisive, by mutual agreement between or among the Employees.

4. For the purpose of section 2, to earn a seniority unit on the adjunct list:
   a. An Employee must teach one (1) full credit hour or more in a semester; or
   b. With respect to credit-free courses and/or other work in the bargaining unit, an Employee must complete twenty-three (23) clock hours of teaching/work in a semester; or
   c. An Employee must teach twenty-three (23) clock hours or more of a credit course.
   d. Summer session, pre-session or inter-session are not considered employment subject to accrue seniority units.

5. Retroactive Credit. Employees will be placed on a seniority list if employed at the University in the bargaining unit after December 31, 1972, and if so placed, all prior bargaining unit credit service (calculated in accordance with section B above) will be credited; provided, however, that an Employee may earn seniority units on more than one (1) list.

6. Course Assignments.
   For assignment to adjunct positions, available course offerings and/or other work opportunities shall be made first to Employees in Pool XI; then to Employees in Pool X; then to Employees in Pool IX; and so on by Pool down to and including Pool I.
   For assignment to adjunct positions, each Employee within a pool shall be offered as many available course or as much work as the Employee desires (in accordance with her/his stated availability) up to the maximum allowable under this Agreement.

7. Availability.
   All Employees shall advise their respective Department Chairs, in writing on a form developed by the University for that purpose, of their availability for courses or other work no later than May 1 for the Fall Semester and October 1 for the Spring Semester. Availability forms shall provide the opportunity to state preferred days, times, courses, and/or locations. Reasonable efforts shall be made to satisfy these requests. Grievances on this provision may only be
processed through Step 1, and shall not be subject to an appeal to arbitration. No Employee
shall be deemed qualified to teach a particular course or perform other work unless and until
that Employee sets forth that fact in writing and the same is approved in writing by the
University. Nothing herein precludes an Employee from being deemed qualified (in
accordance with the above procedure) in more than one (1) discipline.

The University agrees that assignments will be made to an Employee only within that
Employee’s stated availability; provided, however, if nothing is available therein, the
University is not obliged to give an assignment.

SENIORITY
Cumulative semesters of service will be the basis for the determination of seniority.
## Draft of Adjunct Teaching Assignment Actual Hourly Breakdown

**Job Responsibilities** | Number of Hours/minutes per week
---|---

**Teaching** (Actual teaching time is based on NJ’s 50 minutes per 1 credit course, times 16 weeks)

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours/minutes per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – 3 credit course (actual teaching time)</td>
<td>150 minutes per week</td>
</tr>
<tr>
<td>1 – Course Preparation (per course)</td>
<td>60 minutes per week</td>
</tr>
<tr>
<td>1 - Student Homework, on-line, emails, quizzes etc..150 minutes (5 minutes per 30 students) per week</td>
<td>60 minutes per week</td>
</tr>
<tr>
<td>1 – Office hour - ½ hr before &amp; after class</td>
<td>60 minutes per week</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>420 minutes (Per week)</strong></td>
</tr>
<tr>
<td><strong>Total for semester</strong></td>
<td><strong>6720 minutes (Per semester)</strong></td>
</tr>
<tr>
<td><strong>Total for semester</strong></td>
<td>112 hours (per semester)</td>
</tr>
</tbody>
</table>

****Labs, Studios and Equipment Driven PE Classes Require additional set up and clean up time of 30-90 minutes 480 minutes (8 hours) – 1440 minutes (24 hours)

**Additional time added to total Teaching duties include the following Prep time before the semester begins + mid semester + End of Semester:**

**Prep time before semester begins (per course)**

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours/minutes per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Outline &amp; Review new/old textbooks</td>
<td>180 minutes</td>
</tr>
<tr>
<td>Library Research for Updated Bibliographies</td>
<td>120 minutes</td>
</tr>
<tr>
<td>Power Point Presentations</td>
<td>240 minutes</td>
</tr>
<tr>
<td>Syllabus Planning &amp; Prep</td>
<td>120 minutes</td>
</tr>
<tr>
<td><strong>Total Prep Time before Semester Beings:</strong></td>
<td><strong>660 minutes = (11 hours)</strong></td>
</tr>
</tbody>
</table>

**Mid Semester added duties: (per course)**

<table>
<thead>
<tr>
<th>Task</th>
<th>Hours/minutes per week</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mid Semester Grade Progress Reporting</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Required Posting of students not attending On KeanWise</td>
<td>60 minutes</td>
</tr>
<tr>
<td>Project Excel, Athletics etc…Progress Reports for student participants</td>
<td>120 minutes</td>
</tr>
</tbody>
</table>

59
Total Prep Time during semester: 240 minutes = 4 hours

**End of Semester added duties (per course)**

Final Examination Preparation 120 minutes
Reading of Final Exams 180-300 minutes
Term Papers/Semester Research Projects 240-400 minutes
Grading & Posting of Grades on KeanWise 120 minutes
Typing Letters of Recommendation for students 100 minutes

Total Added Time end of Semester: 760 minutes = 12.6 hours

**Basic Minimum amount of time spent by an adjunct for a one (1) credit course is:**

5020 minutes = 83.66 hours (regular)
5260 minutes = 87.66 hours (with 30 minute total set up & cleanup)
5740 minutes = 95.66 hours (with 90 minute total set up & cleanup)

***As you can see adjuncts who teach half semester, labs, studio courses, or, other one credit courses are very much getting underpaid.***

**Basic Minimum amount of time spent by an adjunct for a three (3) credit course is:**

8380 minutes = 139.66 hours (regular)
8860 minutes = 147.66 hours (with 30 minute total set up & cleanup)
9820 minutes = 163.66 hours (with 90 minute total set up & cleanup)

Teaching Duties performed and paid for by the State to Full and Part Time Teaching Staff and **not to adjunct faculty** include:

Student Advisement (20-30 students)per week 120 minutes
Research 120 minutes
Writing/Publication 120 minutes
Committee Assignment/ University Project 60 minutes
Department Meeting/ Project Assignment

60 minutes

Draft Compiled by: Dr. Kathleen Mary Henderson 11/03/2006