

1 **2007-2010 Adjunct Faculty Agreement**
2 **Draft Contract “REVIEW” Proposals**

3
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6 **Explanation of Color Key:**

7 **YELLOW** = Language in article is similar to that in Full Time Bargaining Unit Agreement

8 **GREEN** = Notes to bring to attention of CNJSCL STAFF

9 **BLUE** = New Item, Revision, date update, or, change in language

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1 **2007-2010 Adjunct Faculty Agreement – Draft Contract Proposals**

2 Language subject to further clarification and modification.

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9
10
11 **ARTICLE I - RECOGNITION AND DEFINITION OF TERMS**

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

16 1. Included:

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

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

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

1 2. Excluded:

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

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

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

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

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

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

14 g. **Graduate assistants** at the State Colleges/Universities;

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

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

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

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

27 l. **All others.**

28 **B. Definition of Adjunct Workload:**

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

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

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

9 **ARTICLE II - NON-DISCRIMINATION**

10 The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all
11 employees. The STATE and the UNION agree that there shall be no intimidation, **coercion,**
12 **interference, coercion, exploitation,** or discrimination because of age, sex, sexual orientation,
13 marital status, **parental status,** race, color, creed, national origin, physical handicap, or political
14 activity, **veteran status,** private conduct or union activity which is permissible under law and which
15 does not interfere with an employee's employment obligation.

16
17 **ARTICLE III - NO STRIKE OR LOCKOUT**

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

21 **ARTICLE IV – CONTINUING CONSULTATION**

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

27 B. The Local UNION on each campus and the President as chief executive officer of the
28 College/University and as a representative of the Board of Trustees, or his or her designee(s),

1 shall upon the request of either party establish meetings during the first week of April,
2 October, ~~and January and April~~, for the purpose of reviewing the administration of this
3 Agreement and to discuss problems which may arise. These meetings are not intended to
4 bypass the grievance procedure or to be considered contract negotiating meetings but are
5 intended as a means of fostering good employer-employee relations.

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

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

11
12 **ARTICLE V (NEW – Renumber remaining Articles)**

13 **ACADEMIC FREEDOM**

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

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

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

23 2. An employee is entitled to freedom in the classroom in discussing his or her subject.

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

4 **ARTICLE VI - DUES DEDUCTION**

5 **B. Representation Fee (Agency Shop)**

6 **1. Purpose of Fee**

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

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

24 **3. Deduction and Transmission of Fee**

25 After verification by the STATE that an employee must pay the representation fee, the
26 STATE will deduct the fee for all eligible employees in accordance with this Article. The
27 mechanics of the deduction of representation fees and the transmission of such fees to the **local**
28 UNION will, as nearly as possible, be the same as those used for the deduction and transmission of
29 regular membership dues to the **local** UNION ~~except the deduction will begin in the third pay~~

1 ~~period of each semester.~~ The deduction will be made in equal bi-weekly amounts. The total agency
2 fee deducted for each semester will be 85% of the total dues deducted for that semester.

3 **(IDEALLY WE WANT TOTAL REMOVAL OF 50% RECRUITMENT QUOTE)**

4 **5. STATE Held Harmless**

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

12 **5. Legal Requirements**

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

14 **ARTICLE VI VII- GRIEVANCE PROCEDURE**

15 **A. Purpose**

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

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

26 2. A copy of any grievance filed by an employee independently of the **local** UNION under
27 the terms of this Agreement shall, upon receipt, be transmitted to the **local** UNION by the
28 College/University.

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

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

6 B. Definition of a Grievance

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

8 1. A breach, misinterpretation or improper application of terms of this Agreement; or

9 2. An arbitrary or discriminatory application of, or failure to act pursuant to, the applicable
10 policies or rules of a Board of Trustees, **or applicable regulations or statutes** which
11 establish terms and conditions of employment.

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

17 (NOTE: IF WE CANNOT GET THIS DELETED TO AT LEAST GET EXITING
18 LETTER. THIS IS RELATED TO SENIORITY ISSUE)

19 C. Preliminary Informal Procedure

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

1 D. Formal Steps

2 1. Step One

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

6 a) the article and section of this Agreement alleged to have been breached, misinterpreted,
7 or improperly applied;

8 b) the applicable policy or rule of a Board of Trustees, which establishes terms and
9 conditions of employment alleged to have been arbitrarily or discriminatorily applied or
10 not followed;

11 c) a description of how the alleged violation occurred;

12 d) the date of the alleged violation;

13 e) the proposed remedy.

14 Where the nature of the grievance suggests that it would be appropriate, the grievant may be
15 requested by the President or his or her designee to meet any involved official of the
16 College/University in an effort to resolve the grievance informally. Such informal discussions shall
17 not become a part of the record of the grievance unless the grievance is resolved on the basis of such
18 discussions. The President or designee thereof shall hear the grievance and, where appropriate,
19 witnesses may be heard and pertinent records received. The hearing shall be held within twenty (20)
20 calendar days of receipt of the grievance, and the decision shall be rendered in writing to the
21 employee and the UNION representative within fifteen (15) calendar days of the conclusion of the
22 hearing of the grievance. ~~The decision of the President or his or her designee shall be final and
23 binding as to B.2 grievances. Additionally, grievances alleging a breach, misinterpretation or
24 improper application of the terms of this Agreement that relate to employment, reemployment,
25 discipline or academic judgment cannot be appealed to arbitration.~~

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

28 2. Step Two

1 If the aggrieved employee is not satisfied with the disposition of ~~a grievance~~ **the grievance at Step**
2 **One, or should the College/University fail to hold a hearing, or should no decision be**
3 **forthcoming in the prescribed time, the local UNION as representative of the employee may,**
4 **within twenty (20) calendar days from the determination at said step and upon written**
5 **notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal**
6 **the grievance to arbitration.** ~~the B.1 grievance at Step One, or should no decision be forthcoming~~
7 ~~in the prescribed time,~~ **the UNION as representative of the employee may, within twenty (20)**
8 **calendar days from the determination at said step and upon written notification of intent to**
9 **arbitrate to the Director of the Office of Employee Relations, appeal the grievance to**
10 **arbitration. No time limit applies where the College/University fails to hold a Step One hearing**
11 **or fails to issue a Step One report.**

12 **The arbitrator shall conduct a hearing and investigation to determine the facts and render a**
13 **binding decision for the resolution of the grievance.** **An arbitrator's decision shall be binding**
14 **as to grievances raised under B.1. above, and advisory and non-binding as to grievances raised**
15 **under B.2. above.** **In no event shall an arbitrator's decision have the effect of adding to, subtracting**
16 **from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any**
17 **policy of the STATE or any Board of Trustees.** **The arbitrator shall not substitute his or her**
18 **judgment for academic judgements rendered by persons charged with making such**
19 **judgments.**

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

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

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

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

27 **The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel**
28 **shall serve by random selection as the sole arbitrator for a given case or cases. When a member of**
29 **the panel is unable to serve, another member shall then serve by random selection. Each member of**
30 **the panel serves by mutual agreement of the STATE and the UNION and may be removed at any**

1 time by either party through written notice to the other. In the event it is necessary for the parties to
2 select a new panel member, and the parties are unable to agree on such new panel member, an *ad*
3 *hoc* replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of
4 PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree
5 upon a new panel.

6 E. **Time Limits**

7 1. A grievance must be filed at Step One within forty-five (45) ~~calendar~~ **business** days
8 from the date on which the act which is the subject of the grievance occurred or forty-five
9 (45) ~~business calendar~~ days from the date on which the individual employee or the local
10 Union should reasonably have known of its occurrence.

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

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

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

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

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

26 6. If the Step One decision of the College/University is not appealed within the appropriate
27 time limit, such grievance will be considered closed and there shall be no further review or
28 appeal **except in cases when the College/University failed to hold a hearing or failed to**

1 issue a Step One report. In the event a College/University fails to hold a Step One hearing
2 or issue a Step One Decision, no time limit will apply.

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

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

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

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

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

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

17 **ARTICLE VIII - DISCIPLINE**

18 A. At least 72 hours before any investigatory interview, the College/University shall provide the
19 employee with a ~~copy of the formal charge/complaint and/or a written summary of the~~
20 ~~charge/complaint.~~ written statement of charges and any and all documentation related to the
21 ~~charge prior to any investigatory interview.~~ ~~The College/University representative shall inform~~
22 ~~the employee at the beginning of an investigatory interview of the subject of the interview.~~ If during
23 the course of an investigatory interview conducted by the employer or its agent an employee
24 reasonably believes that he/she may be disciplined as a result of information obtained from the
25 interview, the employee may request a ~~Union, local UNION or UNION~~ representative. If so
26 requested, the ~~local~~ UNION ~~or UNION~~ representative shall be permitted to be present. The ~~local~~
27 Union representative shall be permitted to attend as a witness; ~~however, he or she~~ ~~The local~~
28 UNION representative may advise and counsel the employee by clarifying confusing and
29 misleading questions.

1
2 B. In the event a charge of misconduct is made by a College/University against an employee, and if
3 he/she so requests, the employee shall be entitled to a representative of the **Union local UNION**
4 during any investigatory interview(s) concerning such charge. There shall be no presumption of
5 guilt. The **Union local UNION** representative shall be permitted to attend as a witness; however, he
6 or she may advise and counsel the employee by clarifying confusing and misleading questions.

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

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

13 **ARTICLE IX - UNION-EMPLOYER INFORMATION EXCHANGE**

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

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

22 B.2. Each College/University agrees to furnish to the UNION and the Local UNION, no later than
23 the fifth week of each semester, and, once again at the end of the semester, a registers_of
24 negotiations unit members teaching that semester. The register shall be provided in digital form
25 transmitted by e-mail. The information shall be in the form of an Access file or an Excel file with
26 the following fields:

- 27 1. Last Name
- 28 2. First Name
- 29 3. Street Address

- 1 4. City
- 2 5. State
- 3 6. Zip
- 4 7. Number of Credits Taught
- 5 8. Department
- 6 9. Date of Initial Hire
- 7 10. College/University e-mail address

8 In addition to the above, the College/University agrees to provide the Union and Local Union, at the
9 beginning of each semester, a register of department chairpersons and deans, including their
10 college/university e-mail addresses.

11 2. At the same time as the aforesaid register is provided, each College/University shall provide the
12 UNION and the Local UNION with a list of employees on each campus earning above the
13 applicable minimum salary rate set forth in Article XII. The list shall be provided in digital form
14 transmitted by e-mail. The information shall be in the form of an Access file or an Excel file. Said
15 list shall include last name, first name, and the per-credit rate at which the employee is being paid.

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

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

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

1 **ARTICLE X - UNION-BOARD RELATIONS**

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

4 B. 1. Each State College/University agrees to furnish to the local UNION and the UNION the
5 names and addresses of all members of its Board of Trustees and to keep this list current. These
6 addresses shall be home or business addresses and not the address of the College/University.

7 ~~B.1.~~ B.2. The local UNION shall be supplied a copy of the tentative agenda of all
8 College/University Boards of Trustees meetings and with any and all documents and materials
9 related to the agenda one week prior to the date for such meetings. Upon request of the local
10 UNION, a responsible administrative officer of the College/University shall be available to discuss
11 agenda items at a mutually agreeable time prior to such meetings. Where the local UNION makes a
12 specific request for written materials referred to in a tentative agenda item and where such material
13 is not confidential or privileged and can be supplied in advance of the scheduled meeting
14 within the policies of a Board of Trustees, such material will shall be provided.

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

18 ~~B.2.~~ B.3. 4. A copy of the adopted minutes of public meetings of the Boards of Trustees and
19 resolutions adopted at such meetings, including any documents incorporated by reference in such
20 resolutions, shall be forwarded to the local UNION within a week of adoption.

21
22 C. The Adjunct Local President or designee shall have the right to be present as an observer at all
23 meetings and hearings conducted by the Board of Trustees or any committee of the Board. ~~to~~
24 ~~observe public budget hearings conducted by the Board of Trustees or any committee of the Board~~
25 ~~of Trustees of that College/ University.~~ The sole role of the observer shall be to attend hearings to
26 observe and not participate in the deliberations of the Board, or committee.

27 D. The local UNION shall have the right to speak at all public sessions of each local Board of
28 Trustees. A request for an allocation of time on the agenda will be processed in advance and
29 consistent with procedures of the Boards. The local UNION will be permitted to speak on any
30 issue raised by a Board but not on the agenda. Allocation of time to speak shall be prior to final

1 action by vote of a Board on the substantive issue under consideration. The local UNION may
2 raise an issue of an emergent nature provided it occurred subsequent to the time allowed for
3 submission for placement on the agenda. In such an event, the local UNION shall be permitted to
4 identify the issue, which a Board shall receive as introduced and either accept as current business
5 or consider for future action.

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

9
10 F. The local Union shall have the right to appoint one employee observer to the Faculty
11 Senate/Assembly.

12
13 G. No Board of Trustees, member of the Board or designee of the Board shall interfere with
14 local UNION activities.

15 **ARTICLE XI - UNION RIGHTS**

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

19 B. Bulletin Boards

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

24 C. INSERT NEW LETTER & Rename remaining:

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

26 E. D. Distribution of Materials

27 ~~1. The UNION shall have the right to use interoffice mail facilities to deliver mail~~
28 ~~within a College/University. The College/University shall distribute and deliver local~~
29 ~~UNION materials through the inter-office mail facilities.~~

1
2 **2. The local Union shall have the right to use the College/University electronic**
3 **communications and distribution systems, for dissemination of local Union**
4 **information.**

5
6 **3. Local UNION agreements shall be posted on the College/University website.**

7 **D. E Space and Facilities**

8 It is understood and agreed that, upon request, the administration will make available to the **local**
9 **UNION** an appropriate room for **local** UNION meetings so long as such does not in any way
10 interfere with the normal operation of the College/University. The administration shall also permit
11 the **local** UNION to use designated College/University **equipment which may include, but not be**
12 **limited to, computers, duplicating equipment, calculating machines and audio visual**
13 **equipment** at reasonable times when such equipment is not otherwise in use. The **local** UNION
14 shall pay the actual cost to the College/University of all custodial maintenance and repairs and the
15 materials and supplies incident to such uses, including postage and telephone charges.

16 **E. F. The Local UNION President or other officer designated by the UNION shall be provided with**
17 **a suitable private office on each campus. In addition to the equipment normally provided to**
18 **employees, this office will have two additional chairs and an additional filing cabinet. ~~Each of these~~**
19 **offices will also have a computer and a telephone. All local UNION offices shall be provided a**
20 **phone, computer with network access, printer and upgrades on all operating systems and**
21 **software applications. All such equipment, operating systems and software applications shall**
22 **be maintained by the College/University.**

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

26 **F. H. Whenever any representative of the local UNION or any employee is mutually scheduled by**
27 **the parties during working hours to participate in negotiations, grievance proceedings, conferences,**
28 **or meetings, such employees shall suffer no loss in pay or benefits and shall not be required to make**

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

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

4 a. President of the CNJSCL

5 b. Secretary of the CNJSCL

6 c. Vice President of the CNJSCL

7 d. Treasurer of the CNJSCL

8 e. Legislative Representative of the CNJSCL

9 f. The Presidents of each of the State College/University Locals

10 g. One UNION representative designated by the local UNION on each campus.

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

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

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

24

25

1 **ARTICLE XII - EMPLOYEE RIGHTS**

2 A. **Vacancies:**

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

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

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

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

17 B. **Identification Cards:**

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

22

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

25

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

27 ~~The College/University will~~ **shall** guarantee adjunct **access** to faculty telephone, fax and
28 computer/internet access at all times **that classes are in session.**

29

1 **E. Campus Directories:**

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

5
6 **F. Equipment, Service and Supplies:**

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

9
10 **2. The College/University shall provide Adjunct Faculty with access to secretarial**
11 **services at the same level as full-time faculty.**

12
13 **G. Mailboxes:**

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

16
17 **2. Mailboxes shall be available during regular office hours. Suring times when**
18 **mailboxe are not regularly available, arrangement for access to mailboxes will be**
19 **made by the College/University.**

20
21 **3. The University shall distribute to Adjuncts all material generally distributed to full**
22 **time faculty and/or staff.**

23
24 **4. The Colleges/Universities shall not abrogate the lawful rights of adjunct employees**
25 **as to opening of their mail, or the privacy of their offices or personal belongings.**

26
27 **H. Office:**

28 **1. The College orUniversity shall designate offices, rooms or spaces which are**
29 **appropriate for Adjunct Faculty to meet with students and work on instructional**
30 **activities and related university maters. Where a department has verifiable no space**

1 **to assign adjuncts, the University shall provide an office local for adjuncts as near as**
2 **possible to the department.**

3
4 **2. In the event that the Adjunct Faculty assigned to a common office cannot work out**
5 **a schedule to ensure adequate privacy top meet with students the Department chair**
6 **shall intercede to ensure privacy.**

7
8 **I. Schedule of Courses:**

9 **Where names of Adjunct Faculty are available in advance of the College/University**
10 **course bulletin or catalog publication, Adjunct Faculty shall be listed identifying**
11 **them with their schedule of course/s.**

12
13 **J. Manuals:**

14 The College/University ~~will~~ **shall** provide all adjuncts with an Adjunct Employee
15 Handbook, ~~where available.~~ **containing any and all Academic, Employment or other**
16 **relevant policies and procedures .**

17
18 **H. Organizational Membership:**

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

22 **I. Parking**

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

27
28 **J. Library Collection**

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

1 **K. Textbooks:**

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

9
10 **L. Process for Changing** (Exact language move here from Side Letter I)

11 **The process for changing College/University policies and practices on space for meeting with**
12 **students, distribution of general announcements, mailboxes, access to telephones, and office**
13 **equipment and all campus facilities, inclusion in the roster or directory of faculty, office, desk**
14 **and storage space, computer access, timely notice of appointment, tuition waiver for employees**
15 **and dependent children, evaluation procedures, priority scheduling for union officers, right to**
16 **communicate with the Board of Trustees where a separate Adjunct local exists and similar**
17 **items is as follows:**

- 18 **1. The Local UNION shall present requested changes in writing to the**
19 **College/University President, or the President's designee shall present requested**
20 **changes, where negotiable, in writing to the Local Union President.**
- 21 **2. The College/University President's designee will meet with the Local UNION**
22 **President or his/her designee to discuss negotiate the requested changes.**
- 23 **3. If the issues are not resolved, then a committee will be established to examine them.**
24 **The composition of the committee will include three designees appointed by the Local**
25 **UNION and three management representatives appointed by the College/University**
26 **President.**
- 27 **4. The committee shall report its recommendations to the College/University**
28 **President.**

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

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

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

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

14 **8.9 Local agreements or policies adopted pursuant to this procedure shall be subject**
15 **to the grievance procedure set forth in ~~Article VI.B.2~~ Article VI. B. 1.**

16
17
18 **ARTICLE XIII - ADJUNCT FACULTY WORKLOAD**
19

20 A. **Definition of Adjunct Workload:**

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

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

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

1 **B. Definition of Terms:**

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

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

6 **3. Teaching credit hours are defined as:**

7 **(a) one teaching credit hour equals 15 teaching "contact" hours**

8 **(b) one (1) teaching "contact" hour equals fifty (50) minutes of classroom time.**

9 (c) When the number of regularly scheduled average weekly class hours equals the number
10 of student credit hours, teaching credit hours shall equal student credit hours.

11
12 (d) When the number of regularly scheduled average weekly class hours is greater than the
13 number of student credit hours, ~~those class meetings typically designated as~~
14 ~~“laboratories,” or “studios,” “language lab”, clinical supervision or physical education~~
15 ~~courses~~ teaching credit hours shall be defined as the number of weekly class hours. two-
16 thirds (2/3) of a teaching credit hour ~~It is further understood that one (1) teaching credit hour~~
17 ~~equals 50 minutes of classroom time.~~

18 **(e) When the number of average regularly scheduled weekly class hours is less than the**
19 **number of student credit hours, teaching credit hours shall be equal to student credit**
20 **hours. ~~not be less than the number of average weekly class hours; and additional~~**
21 **~~teaching credit hours may shall be granted, provided that the total does not exceed the~~**
22 **~~number of student credit hours.~~**

23 **(f) ~~Independent study shall be compensated at the rate of 1.25 credits per student per~~**
24 **~~semester~~**

25 (d)g. The above provisions apply to normal sixteen (16) week semesters. For semesters of
26 different lengths, the above formulae shall be applied on a pro rata basis.

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

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

31

1 C. Compensation

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

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

10 3. ~~... "require the~~ **Institutions to shall consult with the local Union whenever a class cap is**
11 **being established or set for any newly developed course.**

12 4. ~~... "require the~~ **Institutions to shall notify and consult with the Union before changing**
13 **established class caps for courses"**

14
15 5. **When student caps are exceeded in a class, adjunct faculty compensation shall be pro rated.**

16
17 D. Compensation for adjunct faculty members assigned duties involving non-teaching activities
18 such as, but not limited to student advisement, the planning and conduct of workshops, attendance at
19 workshops, conferences, meetings, training sessions or the review of entrance or placement exams
20 shall be negotiated between the College/University and the Local Union.

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

30 2. In the event that, after consultation, the Local UNION is of the opinion that the involved
31 policy or practice is unreasonable, the Local UNION, within seven (7) **calendar** **business**

1 days, may request negotiation of those matters which it deems to be mandatorily negotiable.
2 Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by
3 the New Jersey Employer-Employee Relations Act, as amended.

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

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

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

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

17 **ARTICLE XIV – APPOINTMENT/REAPPOINTMENT OF EMPLOYEES**

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

20 B.1. When a prospective employee is offered appointment or reappointment, but in no case less than
21 60 days before the commencement of the relevant semester, he or she shall be provided with a letter
22 of appointment contract. The letter of appointment contract shall include:

23 a) The name of the employing College/University;

24 b) The dates for which the appointment/reappointment is effective;

25 c) The salary rate;

26 d) A specification of the course(s) to be taught, which will include the dates and times the
27 prospective employee is to teach.

28 e) a copy of each appointment contract shall be provided to the Local Union.

1 2. Prospective **“initial”** appointees shall also be provided with a copy of this Agreement and a copy
2 of the local adjunct handbook, **if any**, by **the Human Resources Department of each institution**.
3 When a prospective employee accepts his/her appointment, the College/University shall provide the
4 **local** UNION with such employee's name and address.

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

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

10 ~~D. **COURSE CANCELLATIONS: (already addressed earlier – See Article XIV D)**~~

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

16
17 E. If a course that an employee is assigned to teach is canceled after the first class taught by the
18 employee, the employee will be paid the equivalent of one (1) credit hour. ~~sum of \$100, or~~
19 ~~compensated on a pro rata basis, which ever is higher, for the first class. For each class taught~~
20 ~~beyond the first day, the employee will be compensated on a pro rata basis.~~

21 **CANCELLED COURSES:**

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

26
27 F (G). If the college/university assigns an employee to teach a course less than 60 days before the
28 next semester, the employee will receive additional compensation in the amount of .5 of a teaching
29 credit hour.

1 G. No employee shall be assigned to teach a course without an appointment contract

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

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

6

7 **NEW ARTICLE XV—REAPPOINTMENT PROCEDURES**

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

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

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

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

25 C. Individual Letter of Appointment or Reappointment Contracts

26 Any individual letter of appointment or reappointment contract between a College/University
27 Board of Trustees and an individual employee shall be subject to and consistent with the terms
28 and conditions of this Agreement. Where such contract is inconsistent with this Agreement,
29 this Agreement, during its duration, shall be controlling.

1 D. Employees who are notified of non-reappointment shall be provided with substantive
2 written reasons for such decision from the College/University. Employees notified of non-
3 reappointment are entitled, upon request, to a meeting with their Dean to discuss the
4 College/University's reasons.

5
6 **NEW ARTICLE XV - ELIGIBILITY FOR ANNUAL AND MULTI-YEAR CONTRACTS**

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

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

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

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

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

16
17 **NEW ARTICLE XVII – SENIORITY**

18 **We believe the absence of a seniority clause and its complete**
19 **omission is a serious weakness. This was discussed 9/15 10/13**
20 **11/03. At our next pre-negotiations mtg. we would like to have**
21 **detailed seniority article restored in this contract that we**
22 **presented to the Council.**

23
24 **NEW ARTICLE XVIII — PROMOTIONAL PROCEDURE**

25 The purpose of these Article is to provide a career ladder for adjunct faculty.

1 A. Adjunct faculty shall be eligible for promotional consideration to the rank of regular part-time
2 faculty, as defined in Article I A. 9 of the Full Time Agreement.

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

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

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

22
23
24
25 **ARTICLE XIX - SALARY**

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

1 **Proposal # 1**

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

5
6 ~~A. The minimum employee compensation per credit hour shall be determined based on the~~
7 ~~schedule below. Effective September 2007, Adjuncts who have taught eight (8) or more semesters~~
8 ~~at the individual College/University will receive an additional \$25 per credit. Adjuncts who have~~
9 ~~taught sixteen (16) or more semesters at the individual College/University will receive an~~
10 ~~additional \$25 \$50 \$100 per credit. A semester is defined as Fall or Spring~~ **RELOCATED TO**

11 **PROPOSAL # 3 OPTION**

12
13 **OR**

14 **PROPOSAL OPTION # 2**

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

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

Definitions

Category Title	Category	Semesters of Service	MA/MS	MA+ 30	MBD/PhD
2007 - Sept. (Fall)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 7	TBN			
2008- January (Spring)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			

Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 7	TBN			
2008 - Sept. (Fall)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 7	TBN			
2009 - January (Spring)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 7	TBN			
2009 - Sept. (Fall)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 6	TBN			
2010 - January (Spring)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Visiting Professor	Adj. 6	TBN			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 6	TBN			
2010 - Sept. (Fall)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			

Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Professor	Adj. 5	21 Semesters or More			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 6	TBN			
2011 - January (Spring)					
Adjunct Specialist	Adj. 1	Teaches no more than 15 hours			
Adjunct Instructor	Adj. 2	1-8 Semesters of Service			
Adjunct Assistant Prof.	Adj. 3	9-15 Semesters of Service			
Adjunct Associate Prof.	Adj. 4	16-20 Semesters of Service			
Adjunct Visiting Professor	Adj. 6	TBN			
Adjunct Visiting Professor	Adj. 6	TBN			
Distinguished Adjunct Faculty	Adj. 6	TBN			

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.....

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.

2

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PROPOSAL # 3

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

10

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

13 C. All adjunct faculty shall receive a minimum of 1 credit compensation per semester for **one office**
14 **hour per week** or other time spent assisting students in their classes.

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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

1 administered by the STATE and shall provide benefits to all eligible unit employees and their
2 eligible dependents.

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

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

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

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

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

20 **D. Eye Care Program**

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

27 The Program shall provide for eligible employees and eligible dependents as defined above to
28 receive a \$35 payment for prescription eyeglasses with regular lenses and a \$40 payment for such

1 glasses with bifocal lenses. Effective July 1, 200? the lens benefit will be increased by \$5.00
2 pursuant to the current bi-annual formula.

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

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

12

13

NEW ARTICLE XXI -TUITION REIMBURSEMENT

14 A. Employees enrolled in a terminal degree program related to their areas of teaching or work as
15 approved by the President of the College/University may receive tuition reimbursement at a rate of
16 \$150 per credit or the actual tuition, whichever is less, during the term of this Agreement.

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

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

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

1 E. In order to secure reimbursement the employee must satisfactorily complete the course of study
2 and submit written proof of payment of tuition and satisfactory completion to the President or his or
3 her designee.

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

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

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

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

14

15 **ARTICLE XXII – PERSONNEL FILES** (Same as FT Language)

16 **NEW ARTICLE XXIII –ADJUNCTS FACULTY PROFESSIONAL DEVELOPMENT FUND**

17 A. Purpose

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

23 B. Funding Pool Levels

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

28 C. Eligibility

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

4 D. Process

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

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

12

13 **NEW ARTICLE XXIV—ADJUNCT FACULTY INSTRUCTIONAL SUPPORT FUND**

14 A. Purpose

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

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

24 B. Funding Levels

25 Each state college/university covered by this Agreement shall create and fund a special
26 campus account for this purpose. The allocated amount to support an initial fund pool shall
27 be sufficient to sustain the first year “startup budget.” Colleges may draw from this fund to
28 sustain adjunct faculty departmental necessities. Departments may submit requests for

1 funding to sustain instructional support. Subsequent to this “startup budget,” an annual
2 adjusted budgeting allowance shall be provided to ensure that this program continues.

3 C. Implementation

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

9 **ARTICLE ~~XXV~~ ~~XXIII~~ ~~XVI~~ - REIMBURSEMENT FOR TRAVEL**

10 A. Whenever transportation is required as part of the duties of an employee and the employee uses
11 his or her private vehicle, the College/University shall reimburse the employee for such use of his or
12 her private vehicle at the rate established by ~~College/University policy~~ the Internal Revenue Service.
13 This article will apply to travel to off-site campuses and satellite colleges if the distance from the
14 employee’s home to the off-site location is greater than the distance from the employee’s home to
15 the main campus. In these cases, the employee will be reimbursed for the difference between the two
16 distances.

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

19
20 **ARTICLE ~~XXVI~~ - SAFE CONDITIONS** (Same language as FT Contract)

21
22 **NEW ARTICLE ~~XXVII~~ - LEAVE**

23 **A. Special Leave: Jury Duty**

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

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

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

3 **B. Special Leave: To Appear As A Witness**

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

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

9

10

NEW ARTICLE XXVIII COPYRIGHT OWNERSHIP

11 The creation of copyrighted works is one of the ways the College/University fulfills its mission of
12 contributing to the body of knowledge for the public good. The College/University encourages the
13 creation of original works of authorship and the free expression and exchange of ideas.

14 This Article is intended to embody the spirit of academic tradition, which provides copyright
15 ownership to employees for scholarly and aesthetic copyrighted works, and is otherwise consistent
16 with the United States Copyright Law, which provides copyright ownership to the
17 College/University for its employment-related works.

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

21 **A. Ownership of Copyright**

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

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

26 (1) The copyrightable property is embodied in textbooks, manuscripts, scholarly works,
27 works of art or design, musical scores and performances, dramatic works and
28 performances, choreographic works, popular fiction and non-fiction works, poems, or other

- 1 works of the kind that have historically been deemed in academic communities to be the
2 property of their author, including lecture notes, course outlines, handouts, exercises and
3 tests developed by employees to support their own teaching activities unless covered under
4 (b) below; or
- 5 (2) The copyrightable property is embodied in a storage medium such as films, videos,
6 audio recordings, multimedia materials, distance learning materials, and courseware unless
7 covered under (b) below; or
- 8 (3) The copyrightable property has been released by the College/University to the creator;
9 or
- 10 (4) The copyrightable property is created on sabbatical leave with no more than incidental
11 use of College/University facilities.
- 12 b. The College/University shall be the sole owner of the copyright if:
- 13 (1) The copyrightable property is embodied in a work that is commissioned by the
14 College/University pursuant to a signed contract; or
- 15 (2) The copyrightable property is embodied in a work that the employee is specifically
16 assigned to create; or
- 17 (3) The College/University indicates, in writing, at the time it grants an alternate
18 assignment within load, that it intends to claim ownership of copyright to any work made
19 possible by the alternate assignment; or
- 20 (4) The copyrightable property is created with more than incidental use of
21 College/University facilities or financial support.
- 22 c. The ownership rights described in (b) above may be modified by an agreement between the
23 creator and the College/University.
- 24 d. Copyright ownership of any type of recorded synchronous course shall be determined by mutual
25 agreement between the creator and the College/University. The parties shall enter such agreement
26 prior to the recording of the course.
- 27 e. The copyrightable property that is created in the course of research supported by the
28 College/University which is funded by the College/University and/or a sponsor pursuant to a grant

1 or research agreement, or which is subject to a materials transfer agreement, confidential disclosure
2 agreement or other legal obligation affecting ownership, will be governed by the terms of such grant
3 or agreement, as approved by the College/University. The College/University will ordinarily own
4 copyright to such property.

5 B. Royalties and Licenses

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

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

17 C. Appeals – Copyright Ownership Rights Committee

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

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

26 The Union may appeal the decision of the Provost/Vice President for Academic Affairs within
27 twenty (20) days of the decision directly to advisory arbitration under Article VII. The parties shall
28 mutually agree on an arbitrator. The arbitrator shall be required to have experience with and be
29 knowledgeable about issues involved in the dispute.

1 **NEW ARTICLE XXIX – ONLINE COURSES (Same as language in FT on everything**
2 **except release time issue)**

3
4 **SIDE LETTER OF AGREEMENT I – MOVE TO EMPLOYEE RIGHTS - Cross check with**
5 **Amended document to make sure everything is included....**

6 ~~The process for changing College/University policies and practices on space for meeting with~~
7 ~~students, distribution of general announcements, mailboxes, access to telephones, and office~~
8 ~~equipment and all campus facilities, inclusion in the roster or directory of faculty, office, desk and~~
9 ~~storage space, computer access, timely notice of appointment, tuition waiver for employees and~~
10 ~~dependent children, evaluation procedures, priority scheduling for union officers, right to~~
11 ~~communicate with the Board of Trustees where a separate Adjunct local exists and similar items is~~
12 ~~as follows:~~

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

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

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

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

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

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

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

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

6 ~~8.9 Local agreements or policies adopted pursuant to this procedure shall be subject to the grievance~~
7 ~~procedure set forth in Article VI.B.2 Article VI. B. 1.~~

8

9 **ARTICLE XXX – DEFERRED COMPENSATION PLAN – Same Language**
10 **as in present Adjunct Agreement**

11

12 **ARTICLE XXXI – LIABILITY CLAIMS INDEMNIFICATION**

13 **ARTICLE XXXII – LOCAL RESOLUTION OF ISSUES**

14 **NEW ARTICLE XXXIII – INFORMATION TO NEXT OF KIN**

15 **ARTICLE XXXIV – AVAILABILITY OF AGREEMENT**

16 **ARTICLE XXXV – MANAGEMENT RIGHTS**

17

18 **NEW ARTICLE XXXVI-COMPENSATION FOR OUTSIDE FUNDED ACTIVITIES**

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

24 ~~SIDE LETTER OF AGREEMENT II – ACADEMIC FREEDOM~~

25 ~~All adjuncts included in the unit are covered under the academic freedom policies of the~~
26 ~~Colleges/Universities where they are employed.~~

1 ~~See new Article V~~

2 **ARTICLE ~~XXXI~~ **XXXVII**- MAINTENANCE AND IMPLEMENTATION**
3 **OF THE AGREEMENT**

4 A. This Agreement incorporates the entire understanding of the parties on all matters which were the
5 subject of negotiations. During the term of this Agreement neither party shall be required to
6 negotiate with respect to any such matter except that proposed new rules or modification of existing
7 rules governing working conditions shall be presented to the UNION and negotiated upon the
8 request of the UNION as may be required pursuant to the New Jersey Employer-Employee
9 Relations Act, as amended.

10 B. In the event that any College/University proposes new rules or modification of existing rules
11 governing any activity covered herein for which there is not current practice or policy or proposes to
12 change an existing practice or policy, the College/University shall notify the Local Union in writing
13 and, upon written request of the Local Union, the President of the College/University shall designate
14 an official to consult with the Local Union concerning the new or changed policy or practice. Such
15 written request must be received by the President within thirty~~-one~~ (31) **(30) calendar** days of the
16 College/University's written notice to the Local UNION. The consultation shall be completed
17 within thirty (30) **calendar** days of the Local UNION's written request to the President, unless said
18 time limitation is extended by mutual consent of the parties.

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

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

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

28

29 **ARTICLE **XXXVIII** – **SAVING CLAUSE****

1 ARTICLE **XXXIX** – **NEGOTIATIONS PROCEDURES**

2 ARTICLE **XXXX** – **DURATION AND TERMINIATION**

3
4 *What follows are Kate Hendersons' adjunct faculty contract submissions received just prior to the*
5 *midnight, Nov. 17 cutoff date. Staff has gone over what had previously been agreed to and*
6 *identified which of these was already addressed - some in a slightly different format. The*
7 *notations next to each topic indicate those that have already been addressed & preliminarily*
8 *agreed to earlier.*

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

12
13 **Kate Henderson's Additional Proposals**

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

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

18 **We believe the absence of a seniority clause and its complete**
19 **omission is a serious weakness. This was discussed 9/15 10/13**
20 **11/03. At our next pre-negotiations mtg. we would like to have**
21 **detailed seniority article restored in this contract that we**
22 **present to the State**

23
24 **REPORTING ISSUES (already addressed earlier – see Article IX B 2)**

25 ~~-Request an end of semester final compliance report, which is to be submitted one week after the~~
26 ~~close of each academic semester. This would be in addition to preliminary list of names and~~
27 ~~departments at the end of the first week of the semester, and the normal 5th week compliance report.~~

1 -

2 Locals cannot wait 6 weeks before finding out who is teaching, especially if we are expected to
3 cover people for occupational liability insurance, etc... thus the need for a "**preliminary short**
4 **report**"

5 -

6 "**5th week report**" is a snap shot, rarely accurate, and used by the state in determining quarterly
7 credits for pension. The stats are also used by the State, AFT and National for statistical purposes.
8 AND with the added information used for recruiting purposes.

9 -

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

12 -

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

17

18 **CANCELLED COURSES:**

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

23

24 **REQUESTS FOR COPIES OF CONTRACTS: (already addressed earlier -- See Article XIV** 25 **e)**

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

28 Returning Adjuncts: The union should receive a copy of the hiring contracts issued for all adjuncts,
29 within one week of their being issued.

30 -

1 Rationale: Since Kean has begun four semesters ago to provide us with contracts for all new hirees
2 we have found 1 out of every 3 contracts have errors which we bring immediately to the HR's
3 attention. Most common mistakes, improper assignment of credits, assignment of more teaching
4 hours than they are paid to teach, improper pay, wrong names, and interestingly enough wrong
5 addresses. We find them usually within two weeks of getting the contract.

6 -

7 Grievances we have had with Kean usually come back to errant contracts, if the union can monitor
8 them we can avoid this situation. New hires especially do not know what they should be getting, or
9 how long they are obliged to teach. The state clearly defines the teaching time in Higher Ed, as
10 being 50 minutes per credit per week for 16 weeks.

11

12

1 **HALF SEMESTER COURSES: (already addressed earlier -- See Article XII b)**

2 ~~Adjuncts teaching half semester one (1) credit courses, labs or studios for triple period classes for 8~~
3 ~~weeks shall be given compensation at the rate of 1.5 credits instead of 1 credit. This would then be~~
4 ~~on equity to those teaching 16 weeks at triple periods for 3 credits.~~

5 **NO CONTRACT, NO PAY ISSUE: See new Art. XIV G**

6 ~~All adjuncts are to be paid bi weekly pursuant to the calendar schedule adopted at each individual~~
7 ~~institution. In no case should an adjunct be teaching in a classroom without a contract. No contract~~
8 ~~means they have not been processed by the HR Department, and No contract means no pay.~~

9 **NEW FORMULAE RATE ESTABLISHED FOR STUDENT TEACHING ADJUNCT**

10 **SUPERVISORS: (already addressed earlier - See Article XIII B)**

11 **Since this is a problem within every institution, we need to establish a basic criteria.**

12

13 **NOTIFICATION OF APPOINTMENT (already addressed earlier - See Article XII C)**

14 1. ~~Adjunct Faculty who have completed three (3) semesters of service at the University teaching~~
15 ~~the same course, shall received written notice by the University of appointment to teach that~~
16 ~~course, in subsequent semesters, not later than four (4) weeks before the end of the current~~
17 ~~semester.~~

18 2. ~~Adjunct Faculty who have completed three (3) semesters of service at the University teaching~~
19 ~~the same course, shall receive written notice of appointment to teach summer sessions not less~~
20 ~~than three (3) weeks prior to the start of any summer session.~~

21

22 **COMPENSATION FOR ATTENDANCE AT REQUIRED MEETINGS: (already**
23 **addressed earlier -- See Articles XIII C (D) and Article XX)**

24 ~~1. Adjunct faculty who are required to attend department/program meetings for~~
25 ~~training and/or orientation purposes, curriculum development and/or planning~~
26 ~~or as a means of executing newly developed programs and policies related to~~
27 ~~the course of their teaching at said College/University shall be compensated at a~~
28 ~~rate negotiated at the local level. of \$50.00 for meetings of two (2) hours or less, and \$75.00~~
29 ~~for meetings of two (2) or more hours. Adjunct faculty who attend meetings,~~
30 ~~trainings or orientations in duration of more than one half (1/2) working day~~
31 ~~shall be compensated \$100.00. **MOVED to XIII E**~~

32

1 ~~2. Adjunct faculty who are required to perform any additional duties outside of the normal 15-16~~
2 ~~classroom teaching hours per teaching credit hour shall be compensated at an hourly rate of~~
3 ~~\$50.00.~~

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

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

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

11 -

12 **CLASS CAPS:**

13 ~~(1) ... "provide the local Union with a copy of the established Course CAPS semi-annually in an~~
14 ~~Access or Excel format",~~

15 ~~(2) ... to provide to the local Union this list "no later than the fifth week of each semester"~~

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

18

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

23 -

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

26 -

27 ~~So, if a three (3) credit course class cap is set at 35 students, the overload caps for each additional~~
28

29 ~~(4) ... "require the institutions to consult with the Union whenever a class cap is being established or~~
30 ~~set for any newly developed course"~~

1 (5) ... "require the institutions to notify and consult with the Union before changing established class
2 caps for courses"

3

4 **COURSE CANCELLATIONS: (already addressed earlier -- See Article XIV D)**

5 1.—— The University and the Union hereby agree that, except for cancellation due to inadequate
6 enrollment, any and all current and future “Adjunct Faculty” who have an executed teaching
7 contract with the university shall not be replaced in their contracted teaching assignment. Article
8 XI, Section E. of the State Union **Agreement** shall apply in cases where classes do not have
9 adequate enrollment.—MOVED TO XIV

10 **EMPLOYMENT VACANCIES: (addressed earlier---See Art. XII A**

11 1. The University shall notify the Local 6024 , either electronically or in writing, of any teaching
12 or administrative employment vacancies.

13 2. The University shall send notification to the Union no less than one week prior to the public
14 announcement of the vacancy.

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

18

19 **HYPERLINK OF UNION WEBSITE FROM UNIVERSITY WEBSITE: (addressed-- See**
20 **Art. XI)**

21 Where an adjunct bargaining unit exists independently, the University agrees to provide a web
22 hyperlink from their Website to the Local Union.

23 **E-MAIL LISTS: (addressed See earlier IX B. 2)**

24 1. The University shall provide the Local with a list of university e-mail addresses for all adjunct
25 faculty.

26 2. The University hereby agrees to provide said list on or before the fifth week of each semester in
27 an Access or Excel format.

28

29

1 **PAY DATES:**

2 ~~1. The University shall provide in writing, notification of pay dates, to each returning “Adjunct~~
3 ~~Faculty” member, prior to their first designated payperiod. This shall be done electronically via the~~
4 ~~University Web Site, e-mail or via notification by letter.~~

5 ~~2. The University shall provide to all newly hired “Adjunct Faculty” pay schedules immediately~~
6 ~~upon issuance of their first processed paycheck.~~

7
8 **ADJUNCTS TEACHING CLINIC SUPERVISIONS:**

9 **If an adjunct supervises on campus. They have to be physically present on campus x amount of**
10 **hours per week in the clinic. The adjuncts could be assigned anywhere between 1 to 3 students to**
11 **supervise during that time. They still put in 6 hours of scheduled time whether it is 1 or 3,**
12 **That comes to 108 hours per semester (6 hours times 18 weeks= 108 hours) times 60 minutes in an**
13 **hour, that comes to 6480 total minutes. If we use the state TCH formula and divide by the formula**
14 **50 minutes = 1 TCH, then the adjuncts supervisor on campus is working 129.6 TCH. Certainly this**
15 **cannot be worth one(1) credit.**

16
17 **ADJUNCTS WORKLOAD:**

18 ~~Make sure under definitions that Item A.1 b & c is corrected.....~~

19 -

20 ~~I am dead tire, but have this simplified and will email it on Sunday. for clarification. For now the~~
21 ~~item for consideration is here in the example.~~

22 -

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

24 -

25 ~~formulae= 3 periods per week times 8 weeks = 24 class hours times~~

26 ~~—————60 minutes in an hour = 1440 minutes.~~

27 ~~—————This figure is then divided by the state formulae of 50 TCH minutes per = one-~~

28 ~~—————credit, that would come to 28.8 TCH (Total class) hours by state definition;~~

29 ~~—————Divided by 15 Teaching contact hours, which is the state equivalent of 1 credit per 15~~

30 ~~contact hours, the adjuncts should receive 1.92 credits not 1 credit~~

31 -

1 (c) should read.. "When the number of average regularly scheduled weekly class hours is less than
2 the number of student credit hours, teaching credit hours shall not be less than the number of
3 average weekly class hours; and additional teaching credit hours may be granted based on actual
4 TCH formula.

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

6

7 **GRANDFATHERING LANGUAGE: (done)**

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

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

11

12 **YEARLY CONTRACTS: (already addressed earlier -- See new unnumbered article:**

13 **Eligibility for Annual and Multi-Year Contracts)**

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

16

17 **CLEAR DEFINITION OF AN ADJUNCT:**

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

22 -

23 **DEFINE "CONTINGENT"** ~~to mean no one teaching cumulatively or consecutively more than~~
24 ~~xxx years.~~

25

26 **MOVE FOLKS AUTOMATICALLY INTO PART TIME UNIT AFTER 5 YEARS.]**

27

28 *****

29

1 **Paul Ragozin's Proposal**

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

4
5 ~~1. Probationary Period. — Except as may be otherwise provided herein, an Employee shall earn~~
6 ~~a seniority unit upon the completion of a semester of employment. The parties hereto agree to~~
7 ~~the concept of seniority for Employees; provided, however, that each Employee shall be~~
8 ~~deemed a probationary Employee until she/he shall have earned six (6) seniority units at the~~
9 ~~University. Those who have already completed probation at the start of this contract shall not~~
10 ~~be returned to probationary status by this provision.~~

11
12 ~~2. Determination of Seniority.~~

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

- 15 ~~Pool I — Earned fewer than 4 seniority units;~~
- 16 ~~Pool II — Earned 4 but fewer than 8 seniority units;~~
- 17 ~~Pool III — Earned 8 but fewer than 12 seniority units;~~
- 18 ~~Pool IV — Earned 12 but fewer than 16 seniority units;~~
- 19 ~~Pool V — Earned 16 but fewer than 20 seniority units;~~
- 20 ~~Pool VI — Earned 20 but fewer than 24 seniority units;~~
- 21 ~~Pool VII — Earned 24 but fewer than 28 seniority units;~~
- 22 ~~Pool VIII — Earned 28 but fewer than 32 seniority units;~~
- 23 ~~Pool IX — Earned 32 but fewer than 36 seniority units;~~
- 24 ~~Pool X — Earned 36 but fewer than 40 seniority units;~~
- 25 ~~Pool XI — Earned 40 but fewer than 48 seniority units;~~
- 26 ~~Pool XII — Earned 48 but fewer than 56 seniority units;~~
- 27 ~~Pool XIII — Earned 56 or more seniority units.~~

28 ~~Everyone within a pool shall be considered equal from the standpoint of seniority.~~

29

- 1 ~~3. Subject to the above, Employees shall be offered work opportunities for which they are~~
2 ~~qualified in accordance with strict seniority within the lists. If two or more Employees have~~
3 ~~the same number of seniority units, the tie shall be broken by the following factors in order:~~
4 ~~a. The date when the employee first began to accrue units on the adjunct seniority list; or~~
5 ~~b. If the above is not decisive, ranking shall be by lot; or~~
6 ~~c. When neither of the above is decisive, by mutual agreement between or among the~~
7 ~~Employees.~~
- 8 ~~4. For the purpose of section 2, to earn a seniority unit on the adjunct list:~~
9 ~~a. An Employee must teach one (1) full credit hour or more in a semester; or~~
10 ~~b. With respect to credit free courses and/or other work in the bargaining unit, an Employee~~
11 ~~must complete twenty three (23) clock hours of teaching/work in a semester; or~~
12 ~~c. An Employee must teach twenty three (23) clock hours or more of a credit course.~~
13 ~~d. Summer session, pre-session or inter-session are not considered employment subject to~~
14 ~~accrue seniority units.~~
- 15 ~~5. Retroactive Credit. Employees will be placed on a seniority list if employed at the University in~~
16 ~~the bargaining unit after December 31, 1972, and if so placed, all prior bargaining unit credit~~
17 ~~service (calculated in accordance with section B above) will be credited; provided, however,~~
18 ~~that an Employee may earn seniority units on more than one (1) list.~~
- 19 ~~6. Course Assignments.~~
20 ~~For assignment to adjunct positions, available course offerings and/or other work opportunities~~
21 ~~shall be made first to Employees in Pool XI; then to Employees in Pool X; then to Employees~~
22 ~~in Pool IX; and so on by Pool down to and including Pool I.~~
23 ~~For assignment to adjunct positions, each Employee within a pool shall be offered as many~~
24 ~~available course or as much work as the Employee desires (in accordance with her/his stated~~
25 ~~availability) up to the maximum allowable under this Agreement.~~
- 26 ~~7. Availability.~~
27 ~~All Employees shall advise their respective Department Chairs, in writing on a form developed~~
28 ~~by the University for that purpose, of their availability for courses or other work no later than~~
29 ~~May 1 for the Fall Semester and October 1 for the Spring Semester. Availability forms shall~~
30 ~~provide the opportunity to state preferred days, times, courses, and/or locations. Reasonable~~
31 ~~efforts shall be made to satisfy these requests. Grievances on this provision may only be~~

1 processed through Step 1, and shall not be subject to an appeal to arbitration. No Employee
2 shall be deemed qualified to teach a particular course or perform other work unless and until
3 that Employee sets forth that fact in writing and the same is approved in writing by the
4 University. Nothing herein precludes an Employee from being deemed qualified (in
5 accordance with the above procedure) in more than one (1) discipline.

6
7 The University agrees that assignments will be made to an Employee only within that
8 Employee's stated availability; provided, however, if nothing is available therein, the
9 University is not obliged to give an assignment.

10
11 **SENIORITY**

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

13
14
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29
30
31

1 Total Prep Time during semester: **240 minutes = 4 hours**

2
3 **End of Semester added duties (per course)**

4

5 Final Examination Preparation	120 minutes
6	
7 Reading of Final Exams	180-300 minutes
8	
9 Term Papers/Semester Research Projects	240-400 minutes
10	
11 Grading & Posting of Grades on KeanWise	120 minutes
12	
13 Typing Letters of Recommendation for students	<u>100 minutes</u>
14	

15
16 Total Added Time end of Semester: **760 minutes = 12.6 hours**

17
18
19 **Basic Minimum amount of time spent by an adjunct for a one (1) credit course is:**

20
21 **5020 minutes = 83.66 hours (regular)**
22 **5260 minutes = 87.66 hours (with 30 minute total set up & cleanup)**
23 **5740 minutes = 95.66 hours (with 90 minute total set up & cleanup)**

24
25 *****As you can see adjuncts who teach half semester, labs, studio courses, or, other one**
26 **credit courses are very much getting underpaid.*****

27
28
29 **Basic Minimum amount of time spent by an adjunct for a three (3) credit course is:**

30
31 **8380 minutes = 139.66 hours (regular)**
32 **8860 minutes = 147.66 hours (with 30 minute total set up & cleanup)**
33 **9820 minutes = 163.66 hours (with 90 minute total set up & cleanup)**

34
35
36 Teaching Duties performed and paid for by the State to Full and Part Time Teaching Staff and
37 **not to adjunct faculty** include:

38

39 Student Advisement (20-30 students)per week	120 minutes
40	
41 Research	120 minutes
42	
43 Writing/Publication	120 minutes
44	
45 Committee Assignment/ University Project	60 minutes
46	

1 Department Meeting/ Project Assignment 60 minutes

2

3

4

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