

COUNCIL of NEW JERSEY STATE COLLEGE LOCALS AFT/AFL-CIO



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Union, NJ 07083
908-964-8476
FAX 908-688-9330
www.cnjscl.org

Tim Haresign, Ph.D.
President



VOTE YES!

Dear Adjunct Faculty Member:

In the email linking to this letter are the instructions for you to cast your vote on the 2023-2027 Adjunct Faculty Memorandum of Agreement. The Council's negotiating team, which included representatives from each of the Council's local unions that represent adjunct faculty, unreservedly urges you to vote **YES** to ratify this Agreement.

NEGOTIATIONS BACKGROUND

After months of negotiations with the State and the State College/University Presidents, the Council of New Jersey State College Locals reached a Tentative Agreement on October 27, 2023. This Agreement protects and improves working conditions for more than five thousand adjunct faculty at our State Colleges and Universities.

PRIMARY ECONOMIC/NON-ECONOMIC ISSUES

SALARY INCREASES – Article XIV

Adjunct faculty will receive a total increase of **\$400 per teaching credit hour** over the duration of the statewide agreement, meaning that by the end of this four-year agreement, you will earn **\$6,675** for teaching a three-credit course (**over a 30% increase in pay**). We also reached parity with the full-time faculty overload and summer session rates.

The additional per credit seniority rate has been **negotiated and increased** from \$50 per credit to \$75 per credit.

Date	1-12 semesters	13+ semesters
September 2023	\$1,825	\$1,900
September 2024	\$1,975	\$2,050
September 2025	\$2,100	\$2,175
September 2026	\$2,225	\$2,300

COURSE CANCELLATION COMPENSATION INCREASED – Article XIII

The amount paid to an adjunct faculty member whose assignment is cancelled or reassigned less than two (2) weeks before classes begin has **increased** from one credit (1) of a teaching hour to one and one half (1.5) teaching credit hours.

The negotiated compensation rate for class cancellation or reassignment after the first class taught will be **increased** from one and one-half (1.5) teaching credit hour to one and three-quarters (1.75) teaching credit hours.

Make your voice count — cast your ballot today!

OTHER ECONOMIC/NON-ECONOMIC ISSUES

EMPLOYEE RIGHTS – Article XI.C.

Where practicable, adjunct faculty shall receive email access no less than 2 weeks prior to the start of the semester. This allows earlier time to prepare for teaching and course preparation.

ADJUNCT FACULTY WORKLOAD- Article XII. E. (New)

Limited weekly office hour requirement to 1 hour per week for one (1) course per semester. If teaching more than one (1) course per semester, only an additional thirty (30) minutes of office hours required per additional course. All office hours are to be scheduled by the adjunct faculty member rather than by management, so the employee has some discretion as to when and how the hour will be allocated (keeping students' needs in mind).

For example, if teaching one (1) course per semester, the weekly office hour requirement is one (1) hour. If teaching two (2) courses per semester, the weekly office hour requirement is one (1) hour and thirty (30) minutes. If teaching (3) courses per semester, the weekly office hour requirement is two (2) hours.

SAFE CONDITIONS – Article XVII. C. and D. (New)

The contract now requires that each College/University that has a Safety Committee have adjunct union representation on the committee. Adjunct faculty also will now have access to safety procedures, which will better equip them to protect themselves and their students in the event of an emergency.

ACADEMIC FREEDOM – Side Letter of Agreement II

This now mirrors the FT/PT language and spells out adjunct faculty members' rights. This was a priority given the attack on academic freedom now underway in other states.

TUITION WAIVER PROGRAM – Side Letter of Agreement V (New)

Tuition Waiver Program for adjunct faculty, spouses/civil partners, and their dependents that shall be negotiated at the local level.

To review the Tentative Agreement MOAs in full, please visit the Council's website at www.cnjscl.org

Please cast your electronic vote in accordance with the instructions provided by ElectionBuddy.

Your ballot must be received by no later than 11:59pm on Friday, December 15, 2023.

Make your voice count — cast your ballot today!

MEMORANDUM OF AGREEMENT

Between

THE STATE OF NEW JERSEY

And

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

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

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

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

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

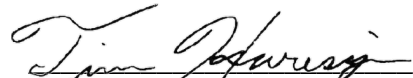
Approval on Behalf of:

DATED: 11-30-23



THE STATE OF NEW JERSEY

DATED: 11-20-23



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

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

ARTICLE VIII

UNION-EMPLOYER INFORMATION EXCHANGE

B1 Each College/University agrees to furnish to the UNION and the Local UNION a register of negotiations unit members teaching that semester on or before February 1, June 1 and October 1. The register shall be provided in digital form transmitted by e-mail. The information shall be in the form of ~~an Access file or~~ an Excel file with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Work Telephone Number
8. Home Telephone Number, if on file with the College/University
9. Personal Cellular Telephone Number, if on file with the College/University
10. Number of Credits Taught
11. Department
12. Date of Initial Hire
13. College/University e-mail address
14. Personal Email Address, if on file with the College/University
15. Unique employee identifying numbers
16. Pension Plan
17. Union Membership Status
18. Preferred First Name to the extent maintained on official College/University records
19. Preferred Last Name to the extent maintained on official College/University records
20. Number of semesters worked to the extent maintained on official College/University records

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

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

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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
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1 included in the unit no later than the fifth week of each semester.

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

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

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


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

23 * * *

24
25
26 **DATED:**

27 
28 _____
29 **State of New Jersey**

DATED:

6/8/23


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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 2
June 6, 2023

ARTICLE XI

EMPLOYEE RIGHTS

* * *

C. E-Mail Address

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


* * *

6/7/23

6/7/23



State of New Jersey



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 6
October 27, 2023

ARTICLE XII

ADJUNCT FACULTY WORKLOAD

* * *


E. Adjunct faculty teaching one three (3) or four (4) credit class shall provide at least one (1) hour of availability outside of the classroom per week for the duration of each semester/session taught by the adjunct faculty member. An additional thirty (30) minutes of availability shall be provided for each additional class taught during the semester/session. Availability may be in person or virtual and shall be scheduled by the adjunct faculty member, taking into account student needs. Adjunct faculty teaching fewer than three (3) credits shall provide at least thirty (30) minutes of availability outside of the classroom per week for the duration of each semester/session taught by the adjunct faculty member. Regardless of the number of credits an Adjunct faculty member is teaching, they may, at their discretion, provide additional office hours beyond the amounts required under this provision.

DATED: 11-30-23

DATED: 11/20/2023



State of New Jersey



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 5
October 6, 2023

ARTICLE XIII
APPOINTMENT OF EMPLOYEES

* * *

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

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

DATED: 10/6/23


State of New Jersey

DATED: 10/6/23


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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 6
October 27, 2023

ARTICLE XIV

SALARY

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

A. The minimum employee compensation per credit hour shall be determined based on the schedule below. Adjunct Faculty who have taught ~~thirteen (13)~~ twelve (12) or more semesters at the individual College/University will receive an additional ~~\$50~~ \$75 per credit as set forth below. A semester is defined as Fall or Spring.

Date	1-12 semesters	13+ semesters
Spring Semester 2020 <u>September 2023</u>	\$1505 <u>\$1825</u>	\$1555 <u>\$1900</u>
September 202 <u>40</u>	\$1575 <u>\$1975</u>	\$1625 <u>\$2050</u>
September 202 <u>51</u>	\$1630 <u>\$2100</u>	\$1680 <u>\$2175</u>
September 202 <u>62</u>	\$1705 <u>\$2225</u>	\$1755 <u>\$2300</u>

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

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

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


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

DATED: 11-30-23

DATED: 11/20/2023



State of New Jersey



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 2
June 6, 2023

ARTICLE XV

PERSONNEL FILES


* * *

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

I J. Materials may be removed from an employee's personnel file upon mutual agreement of the employee and the President of the College/University or his or her designee.



State of New Jersey



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

ARTICLE XVII

SAFE CONDITIONS

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

DATED:



State of New Jersey

DATED: 6/7/23



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 6
October 27, 2023

ARTICLE XXVI

DURATION AND TERMINATION


This Agreement shall remain in full force and effect from ~~July 1, 2019~~ July 1, 2023 until ~~June 30, 2023~~ June 30, 2027. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail and/or electronic mail no later than October 1, ~~2022~~ 2026 or October 1 of any succeeding year for which this Agreement is automatically renewed. Any notice transmitted pursuant to this provision shall be sent to the STATE addressed to the Director, Office of Employee Relations, 225 West State Street, P.O. Box 228, Trenton, New Jersey 08625, and the UNION addressed to the President, Council of New Jersey State College Locals, AFT, AFL-CIO, 1435 Morris Avenue, Ste. 3-A, Union, New Jersey 07083.

DATED: 11-30-23



State of New Jersey

DATED: 11/20/2023



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 5
October 6, 2023

SIDE LETTER OF AGREEMENT I
EMPLOYEE RIGHTS

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

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

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

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

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

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

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


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

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

DATED: 10/6/23


State of New Jersey

DATED: 10/6/23


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

**The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 3
September 8, 2023**

SIDE LETTER OF AGREEMENT II

ACADEMIC FREEDOM¹

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

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

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

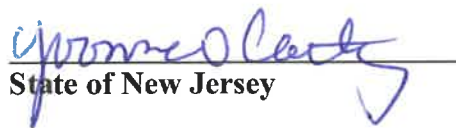
1. Employees are entitled to full freedom in research and in the publication of results.

2. An employee is entitled to freedom in an educational instructional setting in discussing his or her subject.

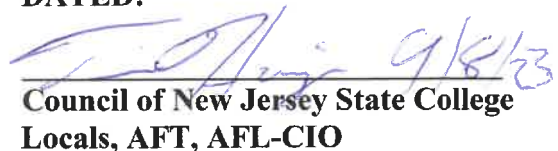
Employees are citizens and members of a learned profession. When the employee speaks or writes as a citizen, he or she is free from institutional censorship or discipline, but should not represent himself or herself as a spokesperson for the institution.

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

DATED: 9/8/23


State of New Jersey

DATED:

 9/8/23
Council of New Jersey State College
Locals, AFT, AFL-CIO

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


SIDE LETTER OF AGREEMENT III
TEACHING CREDIT PER SEMESTER

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

DATED: 6/7/23


State of New Jersey

DATED: 6/7/23


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

CNJSCL AFT FT/PT Negotiations - Proposals to the State – June 7, 2023

SIDE LETTER OF AGREEMENT IV
ADJUNCT FACULTY UNIT COMPOSITION


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

DATED: 6/7/23



State of New Jersey

DATED: 6/7/23



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

The State of New Jersey & Council of New Jersey State College Locals, AFT, AFL-CIO ADJUNCTS (State Colleges/Universities Unit)
State's Proposal 5
October 6, 2023

SIDE LETTER OF AGREEMENT V
TUITION WAIVER PROGRAM

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

DATED: 10/6/23

State of New Jersey

DATED: 10/6/23

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