

MEMORANDUM OF AGREEMENT  
between  
THE STATE OF NEW JERSEY  
and  
COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT, AFL-CIO

This constitutes the Memorandum of Agreement made and entered into this 28<sup>th</sup> day of JANUARY 2020, by and between the State of New Jersey (the "State") and the Council of New Jersey State College Locals, AFT, AFL-CIO (the "Union").

It is understood and agreed that the Collective Negotiations Agreement covering the employees represented by the Union in the State Colleges/Universities Unit that was in effect from July 1, 2015 through June 30, 2019 is hereby renewed for the term of July 1, 2019 through June 30, 2023, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

1. Article I: Recognition and Definition of Terms (Section A)
2. Article VI: Dues Deduction (Sections A and B and New Section D)
3. Article VII: Grievance Procedure (Section K)
4. Article VIII: Union-Employer Information Exchange
5. Article X: Union Rights
6. Article XI: Employee Rights (Section C)
7. Article XII: Faculty Responsibilities (Section B)<sup>1</sup>
8. Article XIII: Appointment and Retention of Employees (Sections C, E and O)
9. Article XIV: Promotional Procedure (Section D)
10. Article XV: Resignation, Reassignments, Retirement (Section B)
11. Article XVI: Professional Staff (Sections D and H)
12. Article XIX: Health Benefits Program, Prescription Drug Program, Dental Care Program, Eye Care Program and Maintenance of Benefits<sup>2</sup>
13. Article XX: Compensation for Outside-Funded Activities
14. Article XXI: Salary and Fringe Benefit Agreement for July 1, 2019 to June 30, 2023
15. Article XXIV: Vacation—Sick Leave (Section D)
16. Article XXVI: Leaves of Absence (New Section H)

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<sup>1</sup> Although the State agreed to withdraw its proposal regarding Article XII.C.2, the parties respectively preserve their positions with respect to Article XII.C.2 and the State's agreement to withdraw same shall not be construed in any way to limit the State's position regarding the applicability of Article XII.C.2.

<sup>2</sup> The parties have agreed to the framework in the attached "Health Benefits and Prescription Drug" document that was provided for informational purposes only during negotiations. The parties will work collaboratively on mutually agreeable language that will be included in the July 1, 2019 through June 30, 2023 Collective Negotiations Agreement to replace Sections A and B of Article XIX: Health Benefits Program, Prescription Drug Program, Dental Care Program, Eye Care Program and Maintenance of Benefits and Letter of Agreement IV: Health Benefits in Retirement, as applicable.

17. Article XXVIII: Tuition Reimbursement (Sections A and C)
18. Article XXIX: Personnel Files (Sections E and J)
19. Article XXXIII: Intellectual Property and Scholarly Works
20. Article XXXIV: Online Courses
21. Article XLII: Negotiation Procedures (Section A)
22. Article XLIII: Duration and Termination
23. Article I: Contracts for Full-Time Professional Staff (Non-Faculty) of Appendix I: Multi-Year Appointments for Full-Time Professional Staff (Section F)
24. Letter of Agreement IX: Tuition Waiver for Dependent Children, Spouses and Parties to a Civil Union
25. New Letter of Agreement XIV: Non-Tenured Track Teaching Positions<sup>3</sup>

In addition, for inclusion in this Memorandum of Agreement only:

1. The State agrees that it will provide the Union, upon request, with a list of employees who are not excluded by the recognition clause and who previously were not included in the collective negotiations unit. The Union may identify anyone on the list who it believes belongs in the collective negotiations unit, and in the event the Parties agree and/or it is properly determined that any such employees belong in the collective negotiations unit, the Parties further agree that they shall separately negotiate the terms and conditions of employment applicable to those employees.
2. If Thomas Edison State University, Ramapo College, or Stockton University decide to utilize a Department Chairperson then that College/University would be subject to the provisions of Article XVIII: Department Chairpersons.<sup>4</sup>

Any language in the parties' July 1, 2015 through June 30, 2019 Collective Negotiations Agreement not expressly modified by the attached agreements will remain unchanged in the parties' July 1, 2019 through June 30, 2023 Collective Negotiations Agreement, except to the extent that minor changes may need to be made because of changes to other provisions.

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<sup>3</sup> The references to 35 percent of the regular tenure-track faculty lines at a College/University at Section B of New Letter of Agreement: Non-Tenured Track Teaching Positions XIV is limited to the regular tenure-track faculty lines at a College/University who work within the State of New Jersey.

<sup>4</sup> Although the State withdrew its proposal regarding this article, it is the State's position that its proposal solely sought to clarify existing contract language.

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

All other proposals, not listed above, submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

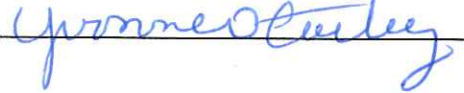
TENTATIVE APPROVAL ON BEHALF OF:

DATED: 1-28-2020

DATED: 1-22-2020

THE STATE OF NEW JERSEY

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

By: 

By: 