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**ADJUNCT FACULTY AGREEMENT  
JULY 1, 2003 to JUNE 30, 2007**

**AGREEMENT**

This Agreement is made as of the 15<sup>th</sup> day of October, 2003, by and between the State of New Jersey (herein called the STATE) and the Council of New Jersey State College Locals, AFT, AFL-CIO (herein called the UNION). Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing, NOW THEREFORE it is mutually agreed as follows:

**PREAMBLE**

This Agreement has as its purpose the promotion of harmonious employee relations between the STATE, the State Colleges and Universities and the employees represented by the UNION; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of wages, hours of work and other terms and conditions of employment. Now therefore, in consideration of the mutual promises of this Agreement, the parties agree as follows:

**ARTICLE I  
RECOGNITION AND DEFINITION OF TERMS**

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

1. Included:

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

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

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

**2. Excluded:**

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

**b.** State College/University President and Vice Presidents;

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

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

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

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

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

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

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

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

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

l. All others

**B. Definition of Terms**

Unless otherwise indicated, the following when used herein shall mean:

1. "Employee" refers to employees in the certified negotiating unit described in Paragraph A. above.

2. "College/University" refers to:

The College of New Jersey

Kean University

Montclair State University

New Jersey City University

Ramapo College of New Jersey

Richard Stockton College of New Jersey

Rowan University

William Paterson University

3. "Local UNION" refers to that constituent local of the UNION at a College/University of which employees working at that college are members.

**ARTICLE II  
NON-DISCRIMINATION**

The STATE and the UNION agree that the provisions of this Agreement shall apply equally to all employees. The STATE and the UNION agree that there shall be no intimidation, interference, or discrimination because of age, sex, sexual orientation, marital status, race, color, creed, national origin, physical handicap, or political activity, private conduct or union activity which is permissible under

law and which does not interfere with an employee's employment obligation.

**ARTICLE III  
NO STRIKE OR LOCKOUT**

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

**ARTICLE IV  
CONTINUING CONSULTATION**

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

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

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

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

**ARTICLE V  
DUES DEDUCTION**

**A. 1.** The STATE agrees to deduct from the salaries of all employees dues for the appropriate Local UNION named below, as individual employees may voluntarily authorize as provided in Chapter 310, New Jersey Public Laws of 1967, the STATE to make such deductions and where such authorization is properly presented to the STATE.

The College of New Jersey	Local 2364
Kean University	Local 6024
Montclair State University	Local 6025
New Jersey City University	Local 1839
Ramapo College of New Jersey	Local 2274
Richard Stockton College of New Jersey	Local 2275
Rowan University	Local 2373
William Paterson University	Local 1796

The deduction will be made in equal amounts biweekly pursuant to Chapter 310, New Jersey Public Laws of 1967, N.J.S.A. 52:14-15.9e, as amended, beginning the first payroll period after receipt of the authorization card. Said monies will be transmitted by the fifteenth of the month following the month in which deductions were made to the designated Local UNION treasurer. Each of the above Local UNIONS shall certify to the STATE in writing the current rate of its membership dues.

**2.** Dues deduction for any employee in the negotiating unit shall be limited to the UNION. Employees shall be eligible to withdraw dues deduction authorization for the UNION only as of July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

**3.** Any changes in the UNION fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

**4.** In the event that a College/University receives a dues deduction card directly from the employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next dues deductions are sent to the Local UNION.

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

### **1. Purpose of Fee**

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

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

### **2. Amount of Fee**

Prior to the beginning of each contract year, the UNION will notify the STATE in writing of the amount of regular membership dues, initiation fees and assessments charged by the UNION to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be certified to the STATE thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

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

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

#### **4. Demand and Return System**

The representation fee in lieu of dues shall only be available to the UNION if the procedures hereafter are maintained by the UNION.

The burden of proof under this system is on the UNION.

The UNION shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the UNION that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

The employee shall be entitled to a review of the amount of the representation fee by requesting the UNION to substantiate the amount charged for the representation fee. This review shall be in conformance with the internal steps and procedures established by the UNION.

The UNION shall submit a copy of the UNION review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the UNION establishes and maintains this review system.

If dissatisfied with the UNION's decision, the employee may appeal to a three-member board established by the Governor.

#### **5. STATE Held Harmless**

The UNION hereby agrees that it will indemnify and hold the STATE harmless from any claims, actions or proceedings brought by



any employee in the negotiations unit which arises from the STATE's agreement to make deductions in accordance with this provision. The STATE shall not be liable to the UNION or employee for any retroactive or past due representation fee for an employee who was identified by the STATE as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

#### **6. Legal Requirements**

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

#### **C. Political Checkoff**

Pursuant to legislation, the STATE shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the negotiations unit a sum specified by the UNION and not to exceed the limits prescribed by law, for the purpose of contributing to the UNION Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the negotiations unit. The fee deductions referred to above shall be forwarded to the Local UNIONS promptly and in accordance with the provisions of applicable law. In the event that a College/University receives a COPE deduction card directly from an employee, rather than the Local UNION, the College/University shall provide the Local UNION with a copy of the card at the time the next COPE deductions are sent to the Local UNION.

### **ARTICLE VI GRIEVANCE PROCEDURE**

#### **A. Purpose**

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

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

**B. Definition of a Grievance**

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

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

There shall be no right to grieve management's decisions and related procedures to employ or not employ adjuncts in connection with either initial or subsequent employment. Decisions to cancel courses which were scheduled to be taught, discipline, and academic judgments also are not grievable.

**C. Preliminary Informal Procedure**

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

**D. Formal Steps**

**1. Step One**

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

- a) the article and section of this Agreement alleged to have been breached, misinterpreted, or improperly applied;
- b) the applicable policy or rule of a Board of Trustees, which establishes terms and conditions of employment alleged to have been arbitrarily or discriminatorily applied or not followed;

- c) a description of how the alleged violation occurred;
- d) the date of the alleged violation;
- e) the proposed remedy.

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

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

## 2. Step Two

If the aggrieved employee is not satisfied with the disposition of the B.1 grievance at Step One, or should no decision be forthcoming in the prescribed time, the UNION as representative of the employee may, within twenty (20) calendar days from the determination at said step and upon written notification of intent to arbitrate to the Director of the Office of Employee Relations, appeal the grievance to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a binding decision for the resolution of the grievance. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, the laws of the STATE, or any policy of the STATE or any Board of Trustees.

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

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue. This decision shall be rendered on the day of the hearing when possible. A subsequent day

of hearing will occur only if the arbitrator determines the matter to have been timely filed.

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

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

The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case or cases. When a member of the panel is unable to serve, another member shall then serve by random selection. Each member of the panel serves by mutual agreement of the STATE and the UNION and may be removed at any time by either party through written notice to the other. In the event it is necessary for the parties to select a new panel member, and the parties are unable to agree on such new panel member, an *ad hoc* replacement arbitrator shall be selected on a case-by-case basis under the selection procedure of PERC. Such selection procedure shall also be utilized in the event of a failure of the parties to agree upon a new panel.

#### **E. Time Limits**

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

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

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

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

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

6. If the Step One decision of the College/University is not appealed within the appropriate time limit, such grievance will be considered closed and there shall be no further review or appeal.

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

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

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

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

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

## **ARTICLE VII DISCIPLINE**

A. The College/University representative shall inform the employee at the beginning of an investigatory interview of the subject of the interview. If during the course of an investigatory interview conducted by the employer or its agent an employee reasonably believes that he/she may be disciplined as a result of information obtained from the interview, the employee may request a Union representative. If so requested, the Union representative shall be permitted to be present. The Union representative shall be permitted to attend as a witness; however, he or she may advise and counsel the employee by clarifying confusing and misleading questions.

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

C. If an employee is discharged for cause during the term of a one semester contract, he/she shall, if requested, be provided with the

reason(s) for the dismissal and given an opportunity to present his/her position at a meeting with the President or his or her designee.

### **ARTICLE VIII UNION-EMPLOYER INFORMATION EXCHANGE**

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

**B.1.** Each College/University agrees to furnish to the UNION and the Local UNION, no later than the fifth week of each semester, a register of negotiations unit members teaching that semester. The register shall be provided in digital form transmitted by e-mail. The information shall be in the form of an Access file or an Excel file with the following fields:

1. Last Name
2. First Name
3. Street Address
4. City
5. State
6. Zip
7. Number of Credits Taught
8. Department
9. Date of Initial Hire

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

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

**C.** The STATE and the College/University administrations agree to furnish to the UNION, in response to written requests and within a

reasonable time, which, where practicable, will not exceed fifteen (15) working days, information which is relevant and necessary to the negotiating of subsequent agreements; and to furnish all relevant publicly available information that shall assist the UNION in developing intelligent, accurate, informed, and constructive programs. If such requests affect more than one College/University, they should be sent directly to the Office of Employee Relations.

**D.** Each College/University shall maintain in a central location a copy of all generally applicable rules, regulations and policies of the College/University which regulate the conduct or work obligation of employees. Each College/University shall make generally known such central location and the hours during which employees may review the documents. Six (6) copies shall be provided to a designated representative of the Local UNION.

## **ARTICLE IX UNION-BOARD RELATIONS**

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

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

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

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

**ARTICLE X  
UNION RIGHTS**

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

**B. Bulletin Boards**

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

**C. Distribution of Materials**

The UNION shall have the right to use interoffice mail facilities to deliver mail within a College/University.

**D. Space and Facilities**

It is understood and agreed that, upon request, the administration will make available to the UNION an appropriate room for UNION meetings so long as such does not in any way interfere with the normal operation of the College/University. The administration shall also permit the UNION to use designated College/University equipment at reasonable times when such equipment is not otherwise in use. The UNION shall pay the actual cost to the College/University of all custodial maintenance and repairs and the materials and supplies incident to such uses, including postage and telephone charges.

**E.** The STATE and the UNION will take into consideration the schedules of the affected employees, the principals themselves and other participants in scheduling negotiations, grievance hearings and other jointly scheduled meetings.

**ARTICLE XI  
EMPLOYEE RIGHTS**

**A. Vacancies**

Employees may apply for advertised vacancies/opportunities for full-time and part-time faculty positions that are posted on the College/University web site. The announcement will be emailed to the Union in advance of the posting. The application may be accompanied by any substantiating documentation that the employee cares to submit. The employee shall be notified of the disposition of their application prior to the publication of the name(s) of the successful applicant(s).



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

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

**D. Parking**

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

**E. Library Collection**

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

**F.** Within the College/University departmental or equivalent academic unit policies and practices, adjunct faculty may be permitted to select textbooks and course materials if the adjunct is not a last minute hire or a specific textbook is not required for the course.

**ARTICLE XII  
ADJUNCT FACULTY WORKLOAD**

**A. Definitions**

**1.** Teaching credit hours are defined as:

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

(b) When the number of regularly scheduled average weekly class hours is greater than the number of student credit hours, those class meetings typically designated as “laboratories” or “studios” shall be equated on the basis of two-thirds (2/3) of a teaching credit hour for each such class hour.

(c) When the number of average regularly scheduled weekly class hours is less than the number of student credit hours, teaching credit hours shall not be less than the number of average weekly class

hours; and additional teaching credit hours may be granted, provided that the total does not exceed the number of student credit hours.

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

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

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

B. Adjunct faculty members assigned duties involving modes of instruction other than classroom, such as, but not limited to, independent study, supervision of internships or practice teaching, or assigned to teach regularly scheduled courses for which collegiate credit is not granted, shall receive teaching credit hours for such activities according to the policies and practices currently in force at the respective Colleges/Universities unless specified otherwise in this Agreement.

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

2. In the event that, after consultation, the Local UNION is of the opinion that the involved policy or practice is unreasonable, the Local UNION, within seven (7) calendar days, may request negotiation of those matters which it deems to be mandatorily negotiable. Disputes as to the negotiability of such matters shall be resolved in the manner prescribed by the New Jersey Employer-Employee Relations Act, as amended.

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

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

### **ARTICLE XIII APPOINTMENT OF EMPLOYEES**

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

B.1. When a prospective employee is offered appointment, he or she shall be provided with a letter of appointment contract. The letter of appointment contract shall include:

- a) The name of the employing College/University;
- b) The dates for which the appointment is effective;
- c) The salary rate;

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

2. Prospective initial appointees shall also be provided with a copy of this Agreement and a copy of the local adjunct handbook, if any. When a prospective employee accepts his/her appointment, the College/University shall provide the UNION with such employee's name and address.

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

D. If a course that an employee is assigned to teach is canceled after the first class taught by the employee, the employee will be paid the sum of \$100, or compensated on a pro rata basis, whichever is higher, for the first class. For each class taught beyond the first day, the employee will be compensated on a pro rata basis.

**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. Effective September 2005, Adjuncts who have taught sixteen (16) or more semesters at the individual College/University will receive an additional \$25 per credit. A semester is defined as Fall or Spring.

Date	1-15 semesters	16+ semesters
September 2003	\$700	\$700
Montclair/Rowan	\$750	\$750
January 2004	\$750	\$750
September 2004	\$800	\$800
January 2005	\$825	\$825
September 2005	\$850	\$875
January 2006	\$900	\$925
September 2006	\$925	\$950
January 2007	\$950	\$975

Each College/University has the right to pay employees above the minimum adjunct 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 rate shall not be reduced in compensation during the term of this Agreement. 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.

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.

E. Effective July 1, 2004, the employees' contribution to PERS shall increase from three percent to five percent.

#### **ARTICLE XV PERSONNEL FILES**

A personnel file shall be maintained for each employee in accordance with the following procedures:

A. The College/University shall place in the file communications relating to the employee's competency.

B. All material received from department chairpersons, administrative officers or other responsible sources concerning an employee's competency, character, or conduct shall be signed by the originator before being placed in the employee's personnel file. Anonymous communications shall not be placed in the personnel file of any employee with the exception of documents specifically permitted under this Agreement or College/University procedures.

C. A copy of any item included in the employee's personnel file, except items submitted by the employee, dealing specifically with the employee's performance, shall be transmitted to the employee immediately. A copy of other filed items, including all items submitted by the employee, shall be made available to the employee upon request at the expense of the employee, except for the first ten (10) pages each year, which shall be free of charge.

D. Any item which deals specifically with the employee's performance which was not previously transmitted to the employee and which is to be relied upon shall be made available to the employee and a reasonable time shall be provided for response.

E. An employee shall be given the opportunity to review the contents of his or her personnel file upon application to the College's/ University's designee. The employee shall have the opportunity to acknowledge that any item has been read by signing and dating the file copy. Such signature would not necessarily indicate agreement with its

content nor will the absence of such signature be construed to necessarily indicate that the employee had not received or read any item in the personnel file.

**F.** Letters of recommendation relating to appointment which were solicited under conditions of confidentiality shall be excluded from the employee's inspection and shall not be used in subsequent personnel actions unless the employee is provided with a copy.

**G.1.** An employee shall have the right to respond to any document in his or her personnel file. Such response shall be directed to the President of the College/University and shall be included in the employee's personnel file, attached to the appropriate document.

**2.** A representative of the UNION may, with the employee's written authorization, accompany said employee while he or she reviews his or her file.

**H.** Except as indicated in paragraphs E. and G.2. above, access to personnel files shall be limited to those individuals directly involved in the administration, analysis or evaluation of professional personnel.

**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.

**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.

**ARTICLE XVI  
REIMBURSEMENT FOR TRAVEL**

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

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

**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.

### **ARTICLE XVIII DEFERRED COMPENSATION PLAN**

**A.** The State will continue the program which will permit eligible adjunct faculty in this negotiating unit who are in PERS to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service-approved Federal Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide information describing the plan as well as a required enrollment or other forms to all employees.

It is further understood that the maximum amount of deferrable income under this plan shall be up to the amount allowable by law.

**B.** This provision is included for informational purposes only and shall not be subject to the grievance procedure as set forth in Article VI of this Agreement.

### **ARTICLE XIX LIABILITY CLAIMS INDEMNIFICATION**

**A.** Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et. seq. and N.J.S. A. 59:10A-1 et. seq.

**B.** For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid statutes.

**1. Defense of Employees**

**a.** Except as provided in paragraph 2. below, the Attorney General shall, upon request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his/her employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.

**b.** The Attorney General may refuse to provide for the defense of an action referred to in paragraph 1. above if he/she determines that:

**1.** the act or omission was not within the scope of employment; or

**2.** the act or failure to act was because of actual fraud, willful misconduct or actual malice; or

**3.** the defense of the action or proceeding by the Attorney General would create a conflict of interest between the State and the employee.

**c.** In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he/she concludes that representation is in the best interest of the State.

**d.** Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.

**e.** The Attorney General may provide for a defense by an attorney from his/her own staff or by employing other counsel for this purpose or by asserting the State's right under any appropriate insurance policy which requires the insurer to provide the defense.

**2. Indemnification**

**a.** If the Attorney General provides for the defense of an employee, the State shall provide indemnification for the employee. Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

**b.** If the Attorney General refuses to provide for the defense of a State employee, the employee shall be entitled to indemnification if



he/she establishes that the act or omission upon which the claim or judgment was based occurred within the scope of his/her employment as an employee of the State and the State fails to establish that he/she acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that he/she was entitled to a defense, the State shall pay or reimburse him/her for any bona fide settlement agreements entered into by the employee, and shall pay or reimburse him/her for any judgments entered against the employee, and shall pay or reimburse him/her for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the State to pay for punitive or exemplary damages or damages resulting from the commission of a crime.

c. An employee shall not be entitled to indemnification unless within ten (10) calendar days of the time he/she is served with any summons, complaint, process, notice, demand or pleading, he/she delivers the original or a copy thereof to the Attorney General or his/her designee. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.

C. The provisions of this Article shall not be subject to the grievance procedure as set forth in Article VI of this Agreement.

## **ARTICLE XX LOCAL RESOLUTION OF ISSUES**

Issues dealing with terms and conditions of employment which have, in this Agreement, been reserved for resolution between the Local UNION and an individual College/University, shall, when resolved, be in the form of a memorandum of agreement which shall then become the policy of the College/University.

## **ARTICLE XXI AVAILABILITY OF AGREEMENT**

Immediately after the signing of this Agreement by both parties, the STATE will reproduce the Agreement in sufficient quantities so that each employee may receive a copy, plus additional reserve copies for distribution to employees hired during the term of the Agreement. The cover of the Agreement will include the seal of the STATE and the UNION insignia.

**ARTICLE XXII  
MANAGEMENT RIGHTS**

**A.** The STATE, the Colleges/Universities and the Boards of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.

**B.** All such rights, powers, authority and prerogatives of management possessed by the STATE, the Colleges/Universities and the Boards of Trustees are retained, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

**C.** The STATE and the Boards of Trustees retain their responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of employees and which are not inconsistent with the express provisions of this Agreement.

**ARTICLE XXIII  
MAINTENANCE AND IMPLEMENTATION OF THE  
AGREEMENT**

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

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

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

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

#### **ARTICLE XXIV SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations, or has the effect of making the STATE or a State College/University ineligible for Federal funds, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations between the STATE and the UNION with respect to a substitute for the affected provision to the extent permitted by law.

#### **ARTICLE XXV NEGOTIATION PROCEDURES**

##### **A. New Agreement**

The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2007 subject to the provisions set forth in Article XXVI, Duration and Termination. Collective negotiations shall commence no later than October 1, 2006, unless an alternative date is mutually agreed upon.

B. The parties agree to negotiate in good faith on all matters properly presented for negotiation.

#### **ARTICLE XXVI DURATION AND TERMINATION**

This Agreement shall remain in full force and effect from July 1, 2003 until June 30, 2007. 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 the other party in writing by certified mail no later than September 1, 2006 or September 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, 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, 420 Chestnut Street, Union, New Jersey 07083.

Signature Page

**SIDE LETTER OF AGREEMENT I  
EMPLOYEE RIGHTS**

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

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

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

**SIDE LETTER OF AGREEMENT II  
ACADEMIC FREEDOM**

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

**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 15<sup>th</sup> and October 15<sup>th</sup> of each calendar year.

**SIDE LETTER OF AGREEMENT IV  
ADJUNCT 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 Article 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 Unit. If the State agrees with the Union's position, the employee will be placed in the Adjunct Unit within 30 days of the decision.

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