AGREEMENT

Montclair State University Federation of Teachers, Local 1904 -andMontclair State University

WHEREAS, the Montclair State University Federation of Teachers, Local 1904 ("Local 1904"), represents a bargaining unit of faculty, professional staff and librarians employed by Montclair State University (the "University") and

WHEREAS the terms and conditions of employment for members of the Local 1904 bargaining unit are set forth in a collective negotiations agreement between the State of New Jersey (the State) and the Council of New Jersey State College Locals (the "Council") and

WHEREAS pursuant to Article XII.A of the statewide agreement, annual compensation for 10 month employees is to be paid during the period of payment, which begins on September 1 and ends of June 30, and

WHEREAS the University has proposed to comply with Article XII.A of the statewide agreement by paying employees at Montclair in twenty-two (22) equal installments during the period between September 1 and June 30, and ending the practice of making partial payments of salary during that period, and

WHEREAS Local 1904, with the consent of the Council, is willing to accept said proposal subject to certain terms and conditions, as set forth below,

It is on this 21st day of August, 2017, hereby AGREED as follows:

- 1. Effective with the fall 2017 semester, Montclair shall establish a pay period cycle for all 10 month employees which shall provide for the payment of annual salary in twenty-two (22) equal installments, to be paid during the period of payment, September 1 to June 30. The previous practice of making partial payments of annual salary (i.e. a salary payment of less than the standard bi-weekly amount) shall be discontinued.
- 2. For the limited purpose of entering into this agreement, and subject to its terms, Local 1904 and the Council agree to treat the payment of annual salary in twenty-two equal installments during the period between September 1 and June 30 as being in technical compliance with Article XII of the statewide agreement.
- 3. The parties agree that Local 1904 may terminate this agreement effective July 1, 2019, in which event Local 1904 shall give the University thirty (30) calendar days of its intent. In the event that Local 1904 does not terminate this agreement effective July 1, 2019, the agreement shall continue in full force and effect until terminated by mutual agreement of

- the parties. During the terms of this agreement, the parties agree to work cooperatively to identify and resolve issues of concern to either party.
- 4. The agreement shall not be used against either party, in any manner, with respect to any other issue, and shall not be introduced as evidence in any proceeding except as necessary to enforce its terms. The parties specifically reserve all rights, claims and defenses as to the meaning of the term "academic year" as used in the statewide agreement.

For MSUFT Local 1904

For Montclair State University

Dated: 8/27

Dated: 8/22/1

For the Council of New Jersey State College Locals

Dated:

8/17/17