

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



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SUMMARY AND HIGHLIGHTS MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF NEW JERSEY AND

COUNCIL OF NEW JERSEY STATE COLLEGE LOCALS, AFT, AFL-CIO JULY 1, 2023-JUNE 30, 2027

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 November 3, 2023. This Agreement protects and improves working conditions for more than five thousand full-time/part-time tenure and non-tenure track faculty, professional staff, and librarians at our State Colleges and Universities.

PRIMARY ECONOMIC & NON-ECONOMIC ISSUES

SALARY INCREASES – Article XXI

There will be a **3.5% across-the-board increase** in each year of the contract, retroactive to the first full pay period in July 2023. At the end of this contract, members' **salaries will have increased by nearly 37% for those at low end of a range and roughly 18% for members at the highest end of a salary range**. Those in the middle of a salary range will see their percentage increase fall somewhere between these numbers. Salary charts are being reviewed by the State and we anticipate they will be posted on the Council's website soon.

NEW THIRTEENTH STEP ADDED TO SALARY CHART– Article XXI

In addition to the across-the-board increases, the Union was successful in negotiating a **thirteenth (13th) step** on the salary grid, to be phased in starting in July 2025. Employees who were at step twelve (12) for at least five (5) or more years will move to the new step in July 2025. Employees at step twelve (12) for at least (4) or more years as of July 1 2026 will move to step thirteen (13) in July 2026. Going forward, after completion of 104 pay periods, employees will be eligible for movement to step thirteen.

HEALTHCARE – Article XIX

Reimbursements for eye care expenses will increase from \$40 to \$80 for prescription eyeglasses with regular lenses and from \$45 to \$90 for glasses with bifocals. Reimbursement for an eye exam

by an ophthalmologist or optometrist will increase from \$35 to \$45. There are no other major changes to healthcare in this Agreement other than re-opener language in Appendix V that speaks to the Union’s role at the table in annual discussions on utilization and costs (actual and projected) for plans in which active and retiree members are enrolled.

OVERLOAD & SESSION RATES INCREASE – Articles XI & Article XII

Summer session (now simply referred to as Session) and overload pay will increase by nearly **27%** at the Assistant Professor rate over the course of the Agreement, as follows:

Title	Overload			
	Sept 2023	Sept 2024	Sept 2025	Sept 2026
Professor, Associate Professor, Assistant Director in the Library (Professor in the Library) Librarian I (Associate Professor in the Library)	\$1875	\$2025	\$2150	\$2275
Assistant Professor, Instructor, Librarian II (Assistant Professor in the Library), Librarian III (Instructor in the Library)	\$1825	\$1975	\$2100	\$2225
Professional Staff	\$1825	\$1975	\$2100	\$2225

ACADEMIC YEAR DEFENDED - Article XII

The Union continued its fight to preserve the workloads of faculty as the State again attempted to introduce language that would broaden the academic year. The Council had previously waged a years’ long battle with the State over the definition of the academic year and over faculty duties performed after commencement. The Council has maintained that faculty duties performed during this time are on a faculty member’s unassigned time. The Union was successful in getting the State to agree to language at the table which instead, in large part, formalizes a practice already in place at several of our institutions. The new language gives faculty who are unable to meet their teaching credit load in a given semester an entire calendar year to make up the teaching load deficit. The ability for faculty to otherwise make their teaching load through an alternate assignment is still maintained (Art. XII.B.7.).

NTTP FACULTY INCLUDED UNDER MORE CONTRACT PROVISIONS – Appendix II & LOA XIV

Faculty in Non-Tenured Track Teaching Positions (NTTP) are now protected by more sections of the Statewide Agreement as the Union continued its fight for full inclusion of its membership at the table. Contract provisions that address resignation, retirement, special sick leave, tuition reimbursement, safe conditions, liability claims indemnification, and information to next of kin. The statewide contract now sets a floor for NTTP **multi-year appointments** of three (3) year multi-year contracts after five (5) years of employment, where no floor existed before. Also, Colleges/Universities are now required to negotiate **range adjustment programs** and advancement procedures for NTTP. NTTP on a multi-year contract are now listed under the employees eligible for Career Development in Appendix II.

EXPANSION OF TUITION REIMBURSEMENT PROGRAM – Article XXVIII

Tuition reimbursement can now apply to a graduate degree or certificate program directly related to an employee’s area of teaching or work. The rate will increase to \$200.

TUITION WAIVER FOR DEPENDENTS IN EVENT OF RETRENCHMENT – LOA IX

In the event an employee is retrenched or given notice of non-reappointment for fiscal reasons, their dependent children will still be eligible, upon the approval of the College/University President, to participate in the tuition waiver program.

DEPARTMENT CHAIRPERSONS REMAIN PROTECTED BY CONTRACT – Article XVIII

The State sought removal of Department Chairs from the Union but the negotiating team was able to maintain their inclusion in our bargaining unit. The State agreed to language that simply memorializes the common practice of Department Chairs meeting with faculty to discuss goals.

NEW BEREAVEMENT LEAVE LANGUAGE – Article XXVI

If an AFT unit member has exhausted sick leave balance, and they experience a death in the family as defined by the State Sick Leave Program, they shall be granted leave without pay or may charge leave against vacation or administrative leave or comp. time balances for up to three (3) days upon request to the College/University. The time limit may be extended at the discretion of the College/University.

RETRENCHMENT – Article XLI

As a condition of its wage offer, the State insisted on language modifying the notice period to 150 days. The Union fought to ensure the notice period is now uniform for faculty and employees on a multi-year contract. The Union introduced language requiring the State to recognize the Union's right to enter into negotiations over the impact of retrenchment. The State also agreed to now routinely provide a reemployment list to the Union at the start of each academic year and to give notice to the Union when an offer of reemployment is made, accepted, or rejected.

OTHER ECONOMIC & NON-ECONOMIC ISSUES

NOTICE TO PROFESSIONAL STAFF OF DIFFERENT HOURS ASSIGNMENTS – Article XVI

Professional Staff will now have a minimum of thirty (30) calendar days' advance notice of a change to their normal hours/shift, absent exigent circumstances.

PROFESSIONAL STAFF RECLASSIFICATION COMPENSATION – Article XVI

Delays in the processing of reclassification applications will have a more limited impact on the salary that should be earned by Professional Staff performing higher level title work that results in a reclass. In the event reclassification is granted, Professional Staff will now be compensated to the date of the decision, but no later than day ninety-one (91) from the date the application was submitted.

LIBRARIAN RANGE ADJUSTMENTS– Article XVII

The Union was successful in aligning the Librarian range adjustment chart with the faculty salary charts in Article XXI.J. The Union sought language that memorialized the applicability of Art. XIV.A. to Librarians who are promoted, however the State rejected this simple change. The Union will continue to vigorously pursue violations of Art. XIV.A. to concurrently ranked Librarians.

OTHER CHANGES

PERSONNEL FILES – Article XXIX

The State introduced language that modifies the expungement provision of the Personnel Files article. In the event an employee is served with multiple written warnings for the same issue within a five-year period, the written warning materials will remain.

SAFE CONDITIONS – Article XXX

Several Council Locals observed that safety procedures needed to be made more prominent on their campuses. Language was agreed to that reaffirms the right for our union to enter into negotiations with the College/University over distribution and notice of policies and procedures concerning safety.