

AGREEMENT

STATE OF NEW JERSEY



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

STATE COLLEGES/UNIVERSITIES UNIT

July 1, 2019- June 30, 2023

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AGREEMENT

This Agreement made as of the 28th day of January, 2020, and between the State of New Jersey (herein called the STATE) and the CO (RaT /TT1 9.96 Tf 111.38 702.7 Td ()Tj ET Q q 0 0 6 Td ()Tj ET Q q 0 0 612 792 r.9u4il)Tj ET Q q

the

the

The College of New Jersey

Local 2364

Kean University

Local 2187

Montclair State University

Local 1904

New Jersey City University

Local 1839

Ramapo College of New Jersey

Local 2274

Rowan University

Local 2373

of the College/University in an effort to resolve the grievance informally. Such informal discussions shall not become a

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

H.

with the following fields:

1. LastName
2. FirstName
3. StreetAddress
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. Title
11. SalaryRange
12. SalaryStep
13. Annual Base Salary
14. Department
15. FTE
16. SabbaticalLeave
17. Leave without Pay
18. Health Plan Option
19. Date of Hire
20. Unique employee identifying numbers
21. College/University Email Address
22. Personal Email Address if on file with the College/University
23. Pension Plan
24. Unique Campus Identification Number (CWID) if available

Each College/University agrees to furnish the following information to the UNION by January 30 and July 30 of each year.

1. Separations
2. Promotions, Range Adjustments, Performance Based Promotions
3. Reclassifications
4. Change in Uni Status

Each College/University further agrees to provide the UNION with the job description of each member of the professional staff covered by this Agreement within two (2) months of the signing of this Agreement, and shall provide an updated job description to the UNION within five (5) days after any substantive change. Job descriptions provided to the UNION pursuant to this section shall include both local title, if one exists, and generic title.

D. The STATE and the College/University administrations agree to furnish to the UNION in response to written requests and with the UNION include ac (d)-5 (etic 792 re W* n BT /TT0 9.9 (t)-10 (iol)- 792 re612 61 0 0 612d [T /T156 Q t12 6

policies of the College/University, which regulate the conduct of work obligation of employees. Each College/University shall make generally known su09.by5<T /TT0 9.9<70 0 612 792 re W* n BT /TT0 9.96 Tf 181.73 709.06 Td ()Tj E2 Q 3 0 0 61

issues before the committee. If, however, the observer believes that the committee is committing a procedural violation of this Agreement, the observer may take appropriate action which may include notifying the committee of said violation. The R E V H A C T I O N S W H I C H A R E C O N S I D E R E D A V I O L A T I O N S O F A R T I C L E 1 9 (f) E T Q U A 6 T F 2 6 6 . 0 9 6 9 2 . 6 2 T d () T j E T

communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, workplace related complaints and issues dealing with terms and conditions of employment and internal union matters involving the governance or business of the UNION.

The usage

2. a. The President of the Council of New Jersey State College Locals, ~~AF-CIO~~ and one (1) UNION representative designated on each campus will be permitted to reduce his or her teaching load by one course per semester for a maximum of eight (8) credits per academic year, provided that the UNION reimburses the College/University for such reduction and release time at the applicable overload rate plus additional ABP (8%) and FICA employer contributions and provided that arrangements are mutually agreed to between the President of the College/University and the UNION.

contract, he/she will be treated as an adjunct for the summer session and will have no rights under this Agreement as a summer session employee.

8. At the discretion of each College/University, ~~part~~ ^{time} employees may be offered summer session courses. Interested ~~part-time~~ employees should make application to the appropriate College/University designee.

D. Full-time employees shall be advised by public notice of courses within their individual competency which are being considered for assignment on an overload or adj. 2.992 (n) 18.002 (g) 6.004 () TJ ET Q q 0 0 612 75.9844 (id)-4t (n) 18.00W

M. The Colleges/Universities will not abrogate the lawful rights of employees

department cannot reasonably be scheduled on this basis, or where a faculty member is scheduled to teach more than one (2) student credit



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

- a. The name of the employing College/University
- b. The dates for which the appointment or reappointment is effective
- c. The title of the position
- d. The salary rate
- e. A list of the field or fields in which he or she is expected to teach or work.

2. Prospective initial appointees and reappointees shall also be provided with a copy of this Agreement and a copy of the local employee handbook, if any. When a prospective employee accepts his/her appointment, the

II concerning discrimination or in Article V concerning academic freedom. Such a claim, if sustained, will result in reprocessing of the application on an expedited basis. A recommendation in such case shall be made to the President not later than March 1.

for Career Development funds when such assistance is warranted in making a transition.

Faculty shall not involuntarily be completely removed from teaching duties without first being offered the opportunity to meet with the Dean or Vice President regarding the decision. No such opportunity to meet with the Dean or Vice President shall delay a decision to remove a member of the faculty from teaching duties where the College/University has deemed there to be a need for duty or safety concern.

C. Retirement

Where the assignment of out-of-title work in a higher classification title is made for longer than sixty (60) calendar days, the full-time employee shall be compensated at the rate of the higher classification title for as long as those duties are performed. In the event that a dispute arises over the compensation for those duties performed in that assignment, the compensation for such assignments shall be negotiated between the College/University and the Local Union in accordance with the New Jersey Employee Relations Act.

announcement. The application may be accompanied by any substantiating documentation which the individual cares to submit.

f. All qualified internal candidates will receive an interview for the career opportunity.

g. Each internal candidate will be notified in writing of the 3 U H V Local 66 WLU Decision in respect to his or her candidacy. This decision will indicate that: 1) the applicant has been offered the position, or 2) the applicant has not been offered the position, or 3) the position will now be advertised externally and he or she will continue to be considered for the position together with external candidates.

h. All career opportunities are subject to the affirmative recommendation of the President and the approval of the Board of Trustees.

F. Reclassification

1. When the duties and responsibilities contained in the H P S O Local 66 WLU Description change to the extent that they are no longer similar to the duties and responsibilities set forth

ownindependent

assigned to the library with the Director of the Library to inform, consult and advise on matters of concern to the library. Such unit members may suggest items for inclusion on the agenda of such meetings. Such matters of concern may include discussion of the general structure of the library.

F. Change in Status Librarians

1. a. Full-time librarians may make written application to the President of the College/University, or his or her designee, for a one-year change in status from twelve-month employment to

completed by April 30.

E. The College/University shall provide the Department Chairperson and faculty within the department a copy of the job

new PPO plan contribution rates.

The contribution rates for available plans are on the Division of Pension and Benefits website

2. Effective for benefits plan year starting January 1, 2021, the employee contribution amounts are subject to the agreed upon reopener provisions as set forth in Appendix A. The parties recognize that any agreements by the parties reached during the reopener discussions regarding plan design are subject to approval of and implementation by the PDC.
3. The amount payable by any employee pursuant to N.J.S.A. 52:14-17.28b(c) shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L. 1996 c. 8 (C.52:12-17.28b). No employee shall contribute more than the employee would have contributed under N.J.S.A. 52:14-17.28c
4. The parties agree that

\$40

Agreement and increments shall continue to be paid to eligible employees on their anniversary dates after the expiration of this Agreement. Employees who have been at the eleventh step of the same range for fifty-two (52) pay periods or longer shall be eligible for movement to the twelfth step if warranted by performance.

G. Lump Sum Payment () - 1.99462.82 693.1 re W* n B57/TT1 9.96 TTf 462.82 693.1 Td () Tj ET2EMC Q /P <</MCID

to the terms of this Agreement concerning such allocation. After consulting with the UNION, and prior to the distribution of any money to individuals, the designee shall inform each College/University and the UNION of the specific figures for that College/University.

L. The parties to the 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 improvements, which may assist in realizing the objective.

ARTICLE XXII

ANNIVERSARY DATES, PAY ADJUSTMENTS AND PAYROLL

A. Salary Schedule

1. The salary schedule, consisting of a series of salary ranges containing minimum, maximum and intermediate salary steps, is set forth in Appendix

2. No employee shall be paid below the minimum or above the maximum of the range assigned to his or her title except by agreement between the parties.

B. Anniversary Date Assignment

1. An employee's anniversary date is the biweekly pay period in which an employee is eligible, if warranted by performance and placed on the salary range for a salary increase (normal increment) pursuant to the provisions of Article XXI. An employee receiving a normal increment shall advance to the next highest step in the range assigned to his or her title. Employees at the maximum of the range shall advance to the next highest range.

placed on the step of the new range that is equal to the salary, or if no step is equal in salary, on the next higher step.

1) When the total salary increase is less than two increments of the old range, the employee's anniversary date will not be changed, except as provided in (c) or (d) below.

2) When the total salary increase is equal to or greater than two increments of the old range, the employee shall be assigned a new anniversary date, as set forth in Paragraph 6.2

b. When an employee at the range maximum has been at the maximum for

affected employee in writing.

F. Payroll

1. Each pay period shall consist of fourteen (14) calendar days commencing at 12:01 a.m. Saturday and ending at midnight on the second Friday following.

2. Paychecks shall be released to employees on the Friday following the close of the pay period. If that day is a holiday as set forth in Article XXV, paychecks shall be released on an alternate payday, which shall be the last previous working day. Paychecks may be released prior to payday at the option of the College/University.

3. Parttime employees other than those serving in the above titles shall be entitled to a proportional number of paid vacation days. The part LPH HPSOR\HH\TV ZRUNORDG DV HVWDEOLVKHG LQ WK determine the number of parta vacation days.

4. General

a. For the purpose of vacation credit computation, twenty (20) work days within a calendar month shall equal a full month of service.

b. A maximum of one (1) full year's vacation credit may be carried over to the next calendar year with the approval of the President or his or her designee.

c. Upon termination, employees shall be entitled to unused earned vacation allowance for the current year, pro

ARTICLE XXVI
LEAVES OF ABSENCE

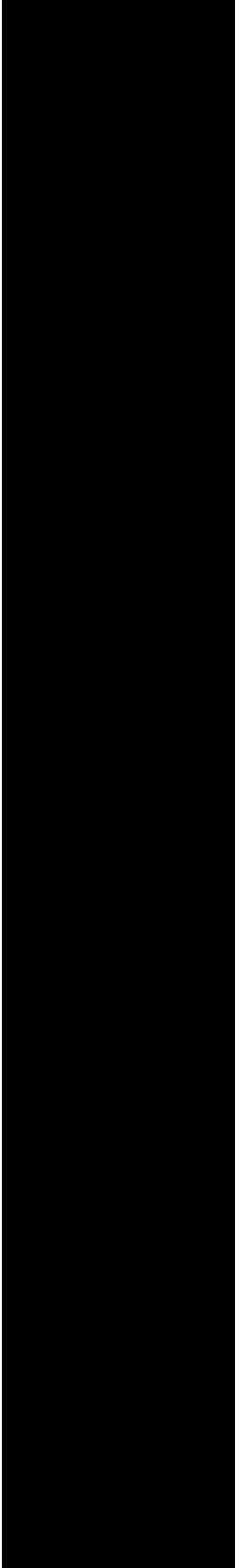
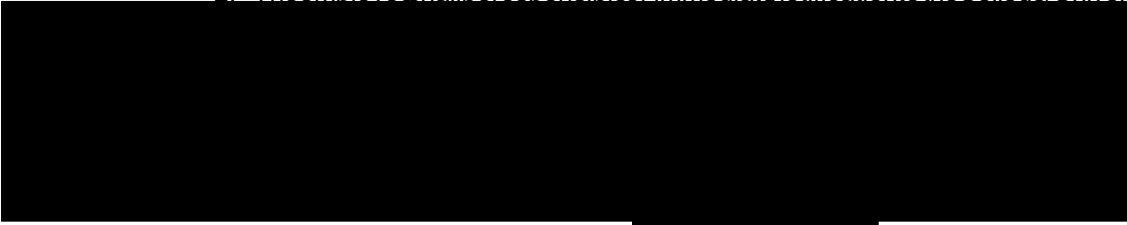
A.

c. For federal reemployment rights, see 43 U.S.C. 21.

2. An employee who is a member of the national guard or other component of the organized militia of the State of New Jersey shall be entitled to a leave of absence with pay

F. Special Leave: JuryDuty

1. Employees shall not have their pay reduced for the time required to attend jury duty.
H P S O R \ H H V ¶ Z R U N K R X U V 7 L P H U H T X L U H G c o m m u n i t y
2. The employee shall be responsible for immediate notification to the College/University.
W*



College/University.

7. Faculty members or librarians on such leave are permitted to receive additional compensation in the form of fellowships, government grants, and honoraria for purposes related to the leave and employment directly related to the project at an institution where they are in residence for the purpose of study and research in addition to the partial salary from the College/University, provided that total compensation from all sources does not exceed such faculty's full salary at the College/University. The leave may not be used to accept paid employment during the period of the leave except as provided above.

ARTICLE XXVIII

TUITION s2 /Tn

file.

F. Letters of recommendation relating to initial appointment which were solicited under conditions of confidentiality
VKDOO EH H[FOXGHG IURP WKH HPSOR\HH\ V LQVSHFWLRQ EHXW VKDOO
employment.

G. 1. An employee shall have the right to respond to any document in his or her personnel file. Such responses shall be directed to the President of the College/University and shall be included in the H P S O 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 February 29, 1974.

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. After five (5) years from the date of the issuance of a written warning, including a counseling memo, the written warning, including a counseling memo, shall be removed from the personnel file upon written request of the employee, provided the employee is not employed with another written warning, including a counseling memo, prior to the expiration of the five (5) year sunset provision. This provision does not apply to written warnings, including counseling memos, issued for incidents of workplace violence, harassment, violations of

ARTICLE XXXIV
ONLINE COURSES

ARTICLE XXXIX
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 XL
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

In addition, as an exception to the limitations of Article XXVIII, the President may approve tuition reimbursement

which is less than fourteen (14) calendar days from the date of the expiration

to the President or his/her designee for administrative review. The determination of whether to renew a contract after a terminal PIP year shall not be subject to the contractual grievance/arbitration provision.

C. Process of Evaluation

- I. The entire professional performance record of a member of the professional staff shall be considered in the evaluation process. 792 re W* n BT /TT0 9.96 Tf

trust and cooperation.

contributions to the department and College/ University, primarily during the preceding five (5) years, and the individual's intentions for future professional growth and contributions.

2. An identification of the individual's strengths and teaching effectiveness and identification of areas for improvement, if any.

3. In addition, the AC may prepare a recommended plan for career development tailored to the L Q G L Y h e a d s O ¶ V utilizing the resources available at the College/University under the Career Development Program. In the event the AC intends to prepare such a

ARTICLE VI: PERSONNEL FILES

All materials generated in the career development assessment process shall be placed in the individual's personnel file.

ARTICLE VII: FAIR AND EQUITABLE APPLICATION OF PROCEDURES

The procedures for conducting the career development assessment and the assignment of career development resources shall be fairly and equitably applied to all employees. Violations shall be grievable under Article VII.B.1 of the Agreement. If an arbitrator determines that a violation has occurred, the remedy shall be to remand the matter to the appropriate level for reconsideration; however, in the alternative, where the arbitrator determines that a violation has occurred, he/she may set aside the assessment and direct that the career development assessment be repeated in its entirety *denovo*. If the latter remedy is prescribed, the employee shall be considered a part of the next group coming up for assessment and the records concerning the original assessment shall not be included in the individual's personnel file.

ARTICLE VIII: GENERAL CAREER DEVELOPMENT ASSISTANCE PROGRAM

The general Career Development Assistance Program shall include the following:

A. Tuition Reimbursement

1. When a Career Development leave is approved for the purpose of engaging in specified educational activity, tuition expenses shall be reimbursed at full cost. The limitations set forth in Article XXVIII of the Master Agreement shall not apply. Recommendations for approval for tuition reimbursement may be submitted by the CDC to the President.

2. The general tuition reimbursement program set forth in Article XXVIII of the Master Agreement shall continue except as modified by subparagraph ~~above~~.

B. Expenses for travel to professional meetings, conferences, short courses and seminars.

C. Career Development Leaves

1. Career Development Leaves (CDL) may be granted for up to two (2) consecutive academic years.

2. a. CD Leaves not exceeding one-half (1/2) year in duration shall be at the rate of three quarters (3/4) salary.

b. CD Leaves exceeding one-half (1/2) year in duration shall be at the rate of half (1/2) salary or at the rate of the employee's salary less \$7,552, whichever is greater. No employee shall receive a rate of ~~\$6,504~~ ~~\$6,504~~

3. The provisions of Article XXVII.B.4 through 7 of the Agreement shall apply to CD Leaves.

4. When computing the annual or prorated cost for replacing a faculty member who has been granted a CD Leave, it shall be presumed that one-half (1/2) the faculty member's full teaching obligation will be fulfilled through the use of overload assignment and one-half (1/2) through the use of a full-time faculty member being compensated at Step One of the Assistant Professor salary range. In the latter case, the ~~teaching~~

H. There is no requirement that all of the above elements of the Career Development Assistance Program be utilized in any particular year.

I. Funds for professional development may be available from the Federal Government or from various private foundations. The CDC may make

paying the Student Teacher fee.

C. Employees who participate as the assigned teacher in the Junior Practicum Experiences shall receive \$100 for each student paying such fee.

D. Any employee at the A. Harry Moore School on full-time assignment who teaches a course in addition to the workload at New Jersey City University or A. Harry Moore School, shall be paid at the current overload rate based on the teaching credit hours or their full or partial equivalency for the course.

E. Qualified employees shall have priority consideration in appointments to summer session assignments related to A.

Harry Moore School programs within their indi Q19.96 Tf 337.51 641.26 Td 242.57 60/>(d)JTJ ET Q q()Tj E9i5.43BT /TT0 9.96

The President or his or her designee(s) shall meet with the Local UNION to discuss the recommendations of the committee prior to formally indicating his or her reaction to the recommendations.

LETTER OF AGREEMENT II
INSTITUTIONAL GOALS

In order to provide for interested full

PRQWK SHU HOLJLEOH HPSOR\HH DQG WKH HPSOR\HH ¶ V VSRXVH
C. Those employees who accrue 25 years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2007 are eligible to receive the following when they

1. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ PLUS) which shall be succeeded by the PPO described in Article XIX (of the parties July 1, 2007 to June 30, 2011 collective negotiations agreement) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

2. Employees in this group who elect to

c.78, the Retiree Wellness Program will not apply to employees who accrue

LETTER OF AGREEMENT XI

PENSION ±PERS/TPAF

The STATE is a participant in the Public Employees Retirement System 33 (56 and the 7 H D F Pension and Annuity Fund (TPAF). Eligibility for participation by employees and retirement benefits are governed by statute and Rules and Regulations promulgated hereunder and

shall be made until existing NTTP falls below the thirty five percent (35%) limit.

C. Compensation for NTTPs

1. For ten (10) month NTTPs: the minimum salary shall be no less than \$50,000.00. This minimum salary will not apply to any NTTP currently working under an individual contract.
2. For twelve (12) month NTTPs: the minimum salary shall be no less than \$57,000.00. This minimum salary will not apply to any NTTP currently working under an individual contract.
3. During the term of the collective negotiations agreement, in the event that an NTTP is, on or after July 1, 2021 retained on a multi-year contract or is rehired for the immediately succeeding year (either on a single or multi-year contract), the NTTP shall be paid the minimum salary of \$50,000.00 for the first year and \$57,000.00 for the second year.

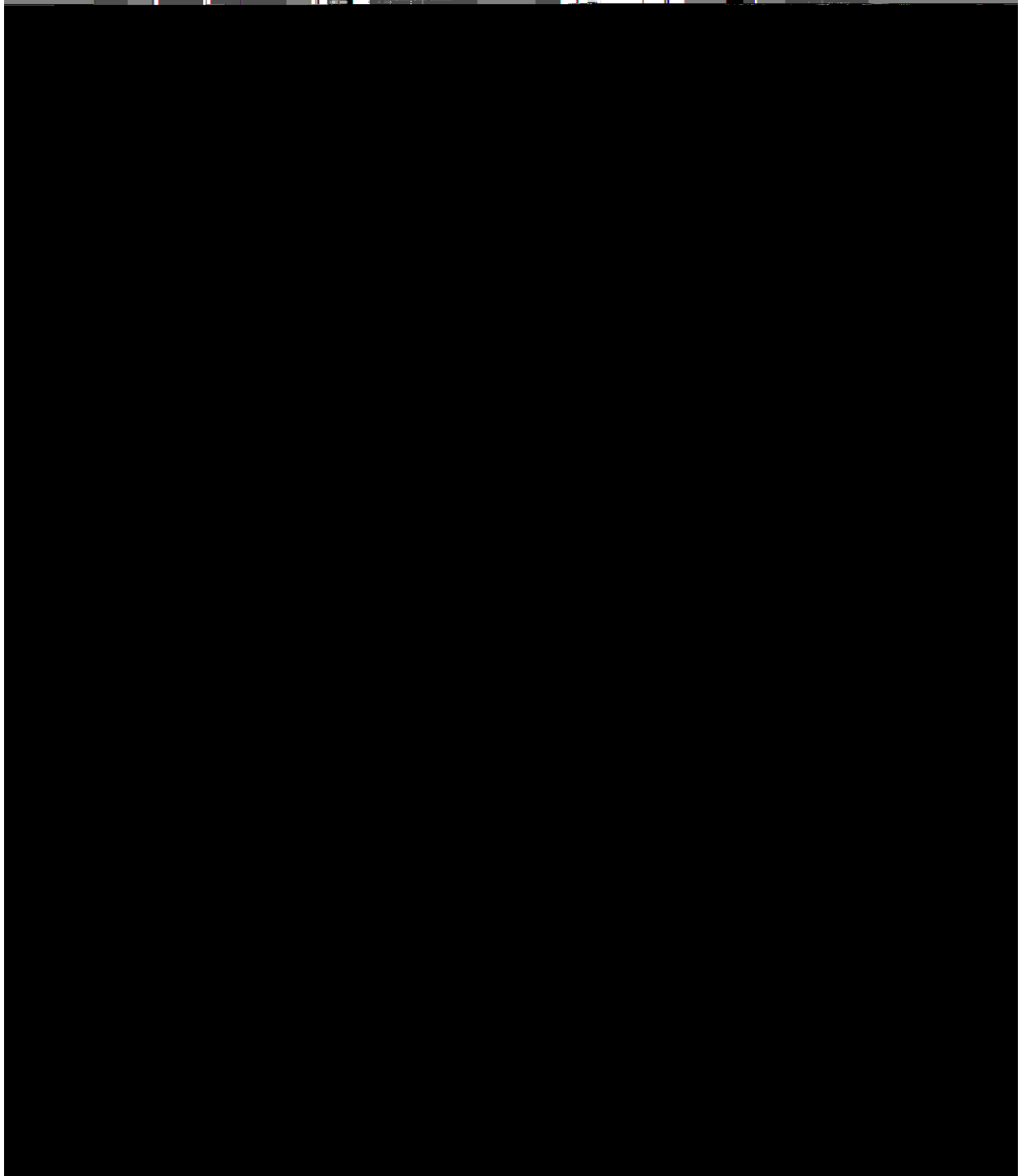
employment upon a Local Union Z L W K R X W H [K D X V W L Q J 3 (5 & ¶ V L P S D I M) and SURFHG
(b) such agreement regarding terms and conditions of employment, once negotiated or imposed pursuant to this
Letter of Agreement shall be enforceable through binding ~~arbitr~~ and subject to the provisions under Article
VII.

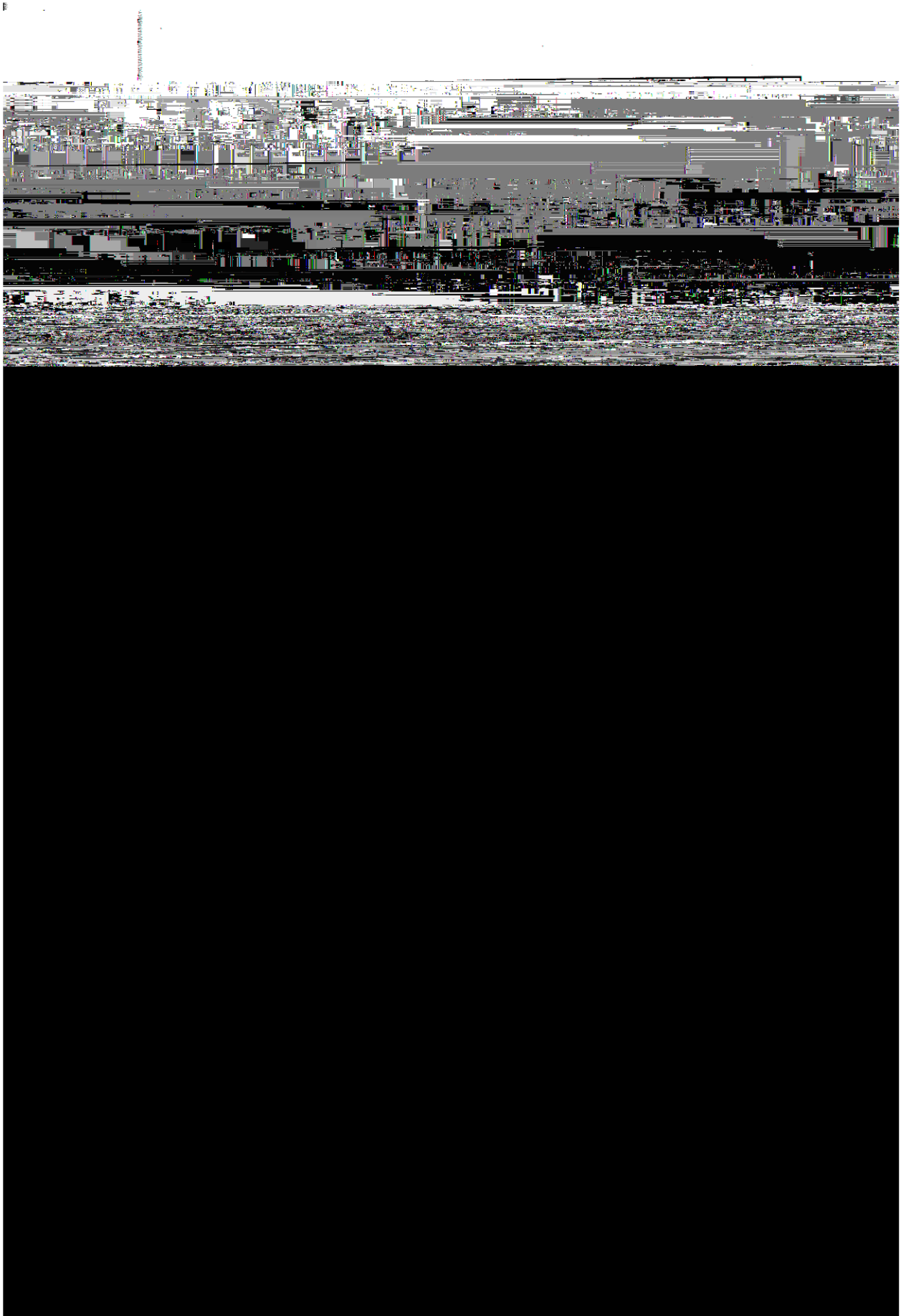
This Letter of Agreement shall not apply to employees at Thomas Edison State University

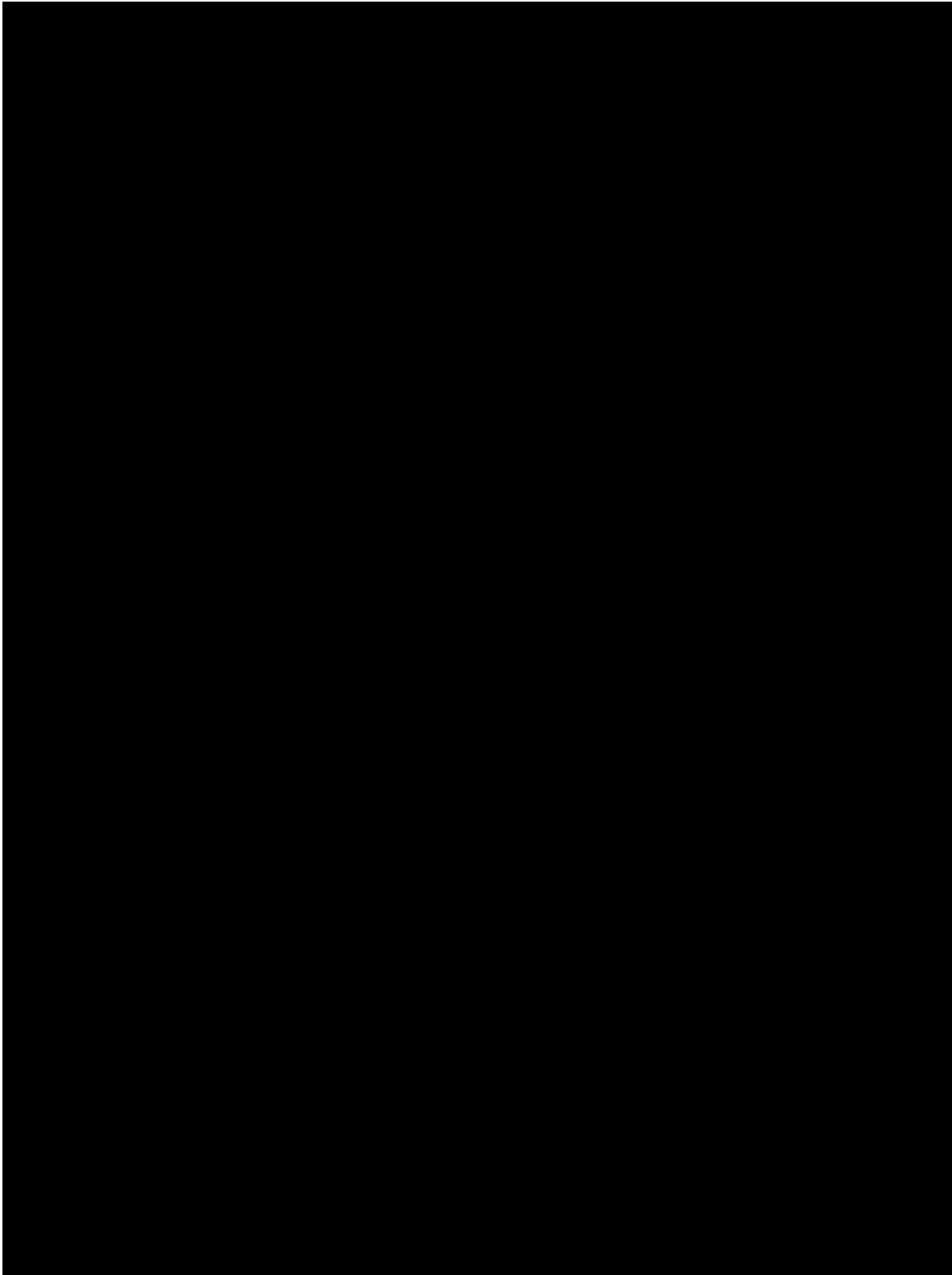
APPENDIX V
HEALTHCARE REOPENER

- a. The actual premium cost for the new PPO plans, inclusive of medical and prescription costs, will be WUDFNHG HDFK SODQ \H DU IROORZLQJ WKH SODQ \V LQLWLDO R
- b. In addition, the new PPO premium cost increases will be monitored and compared to the national, regional and state trending of healthcare costs.
- c. Calculations:
 - i. If the projected blended premium for the new 2 LQ D SODQ \H DU H[FHHGV WK 3UHPLXP WKH 8QLRQ DQG WKH 6WDWH VKDOO HQWHU LQW reduce the rate of premium increases. Such negotiations will commence upon receipt of WKH 6 + % 3 DFWXDU \V UDWH UHQHZDO UHFRPPHQGDWLRQ S or about the preceding J8005B commence <0003>-1.6.998 (m) 6/1/99 ...e % DV@ S€ € @

premium is 6.5% below the Preliminary Baseline Premium, employee contribution rates shall be reduced by the amount of the excess premium, and the employee contribution rates shall be applied to the Preliminary Baseline Premium, applying the De

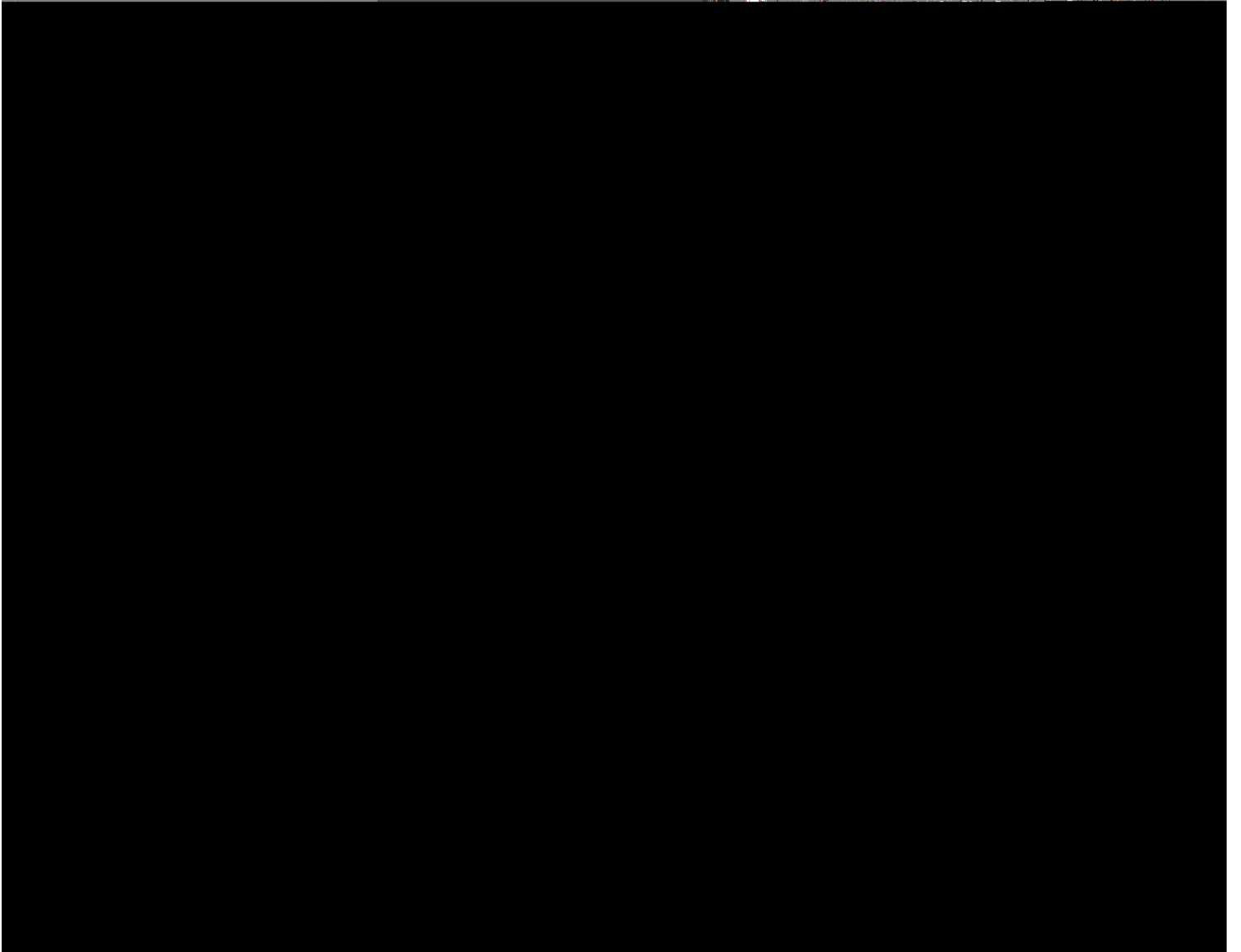


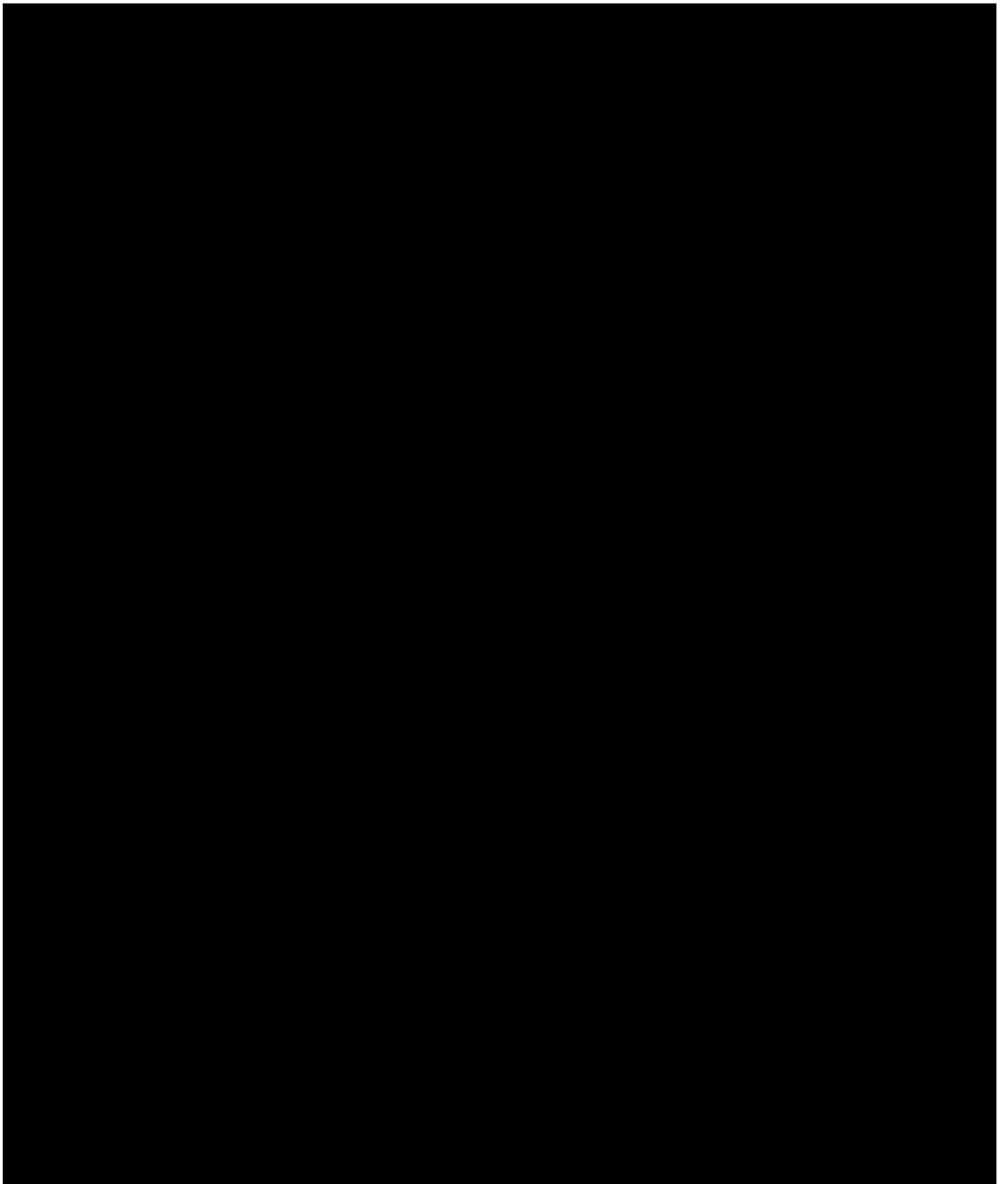


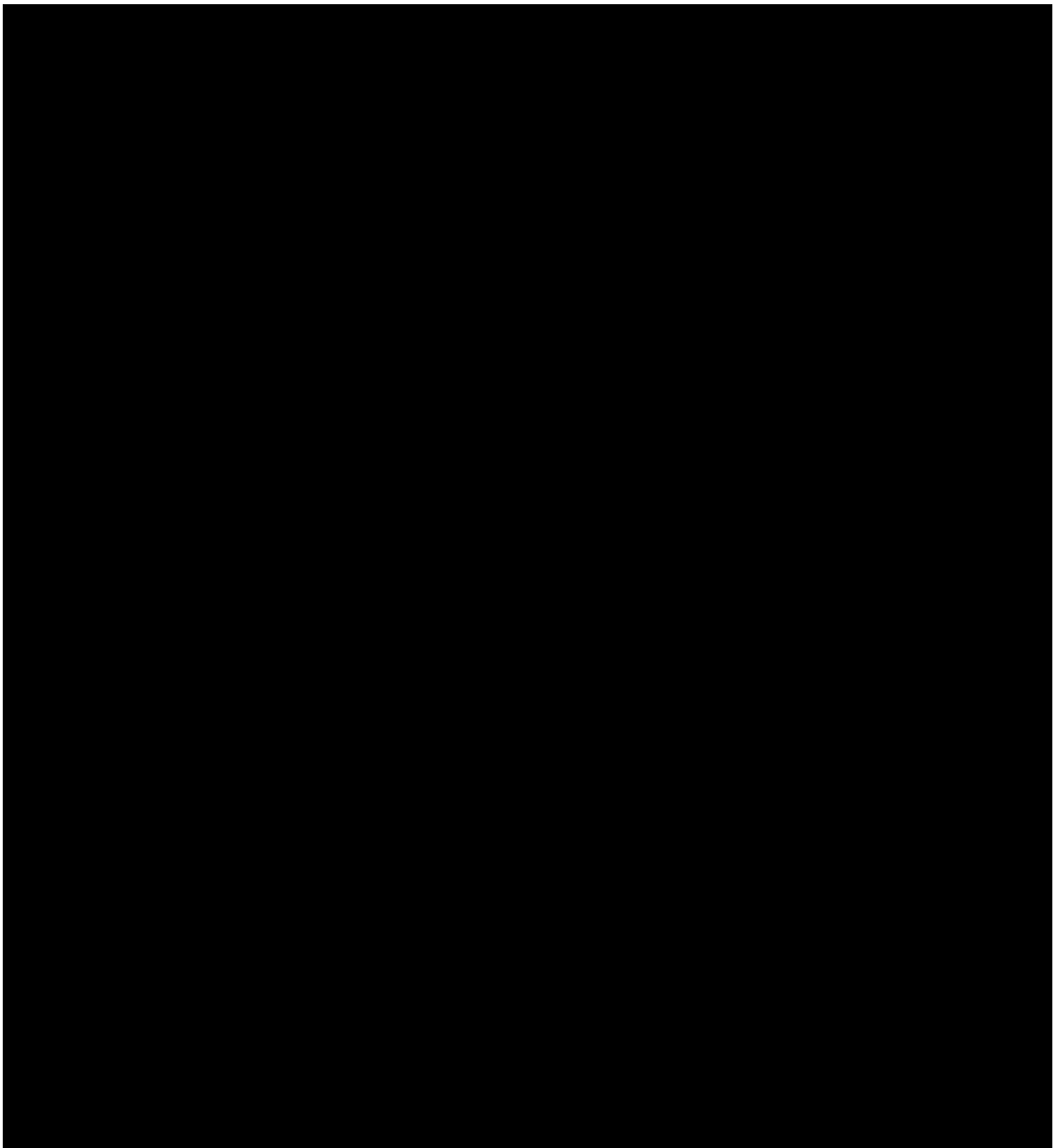


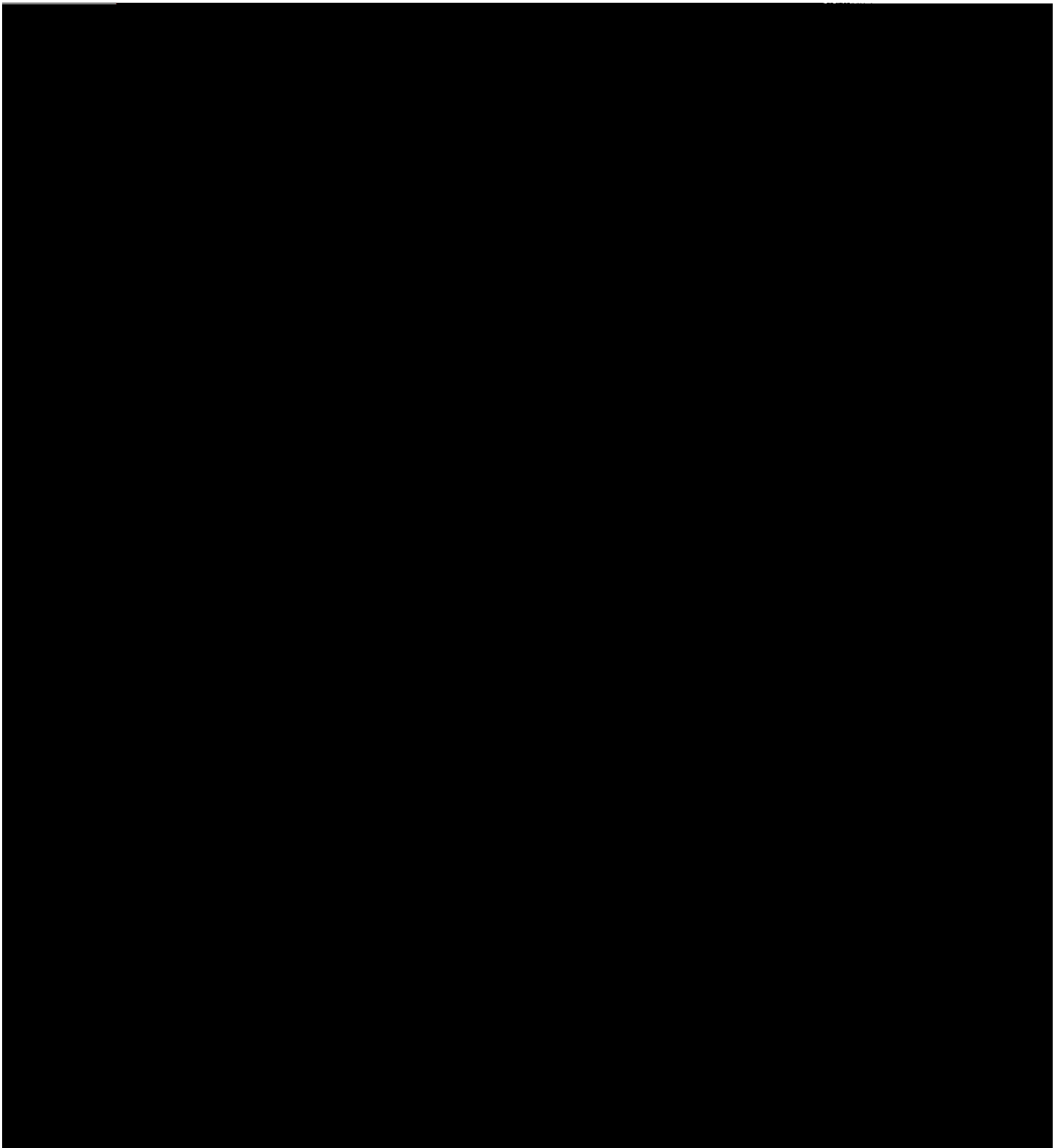
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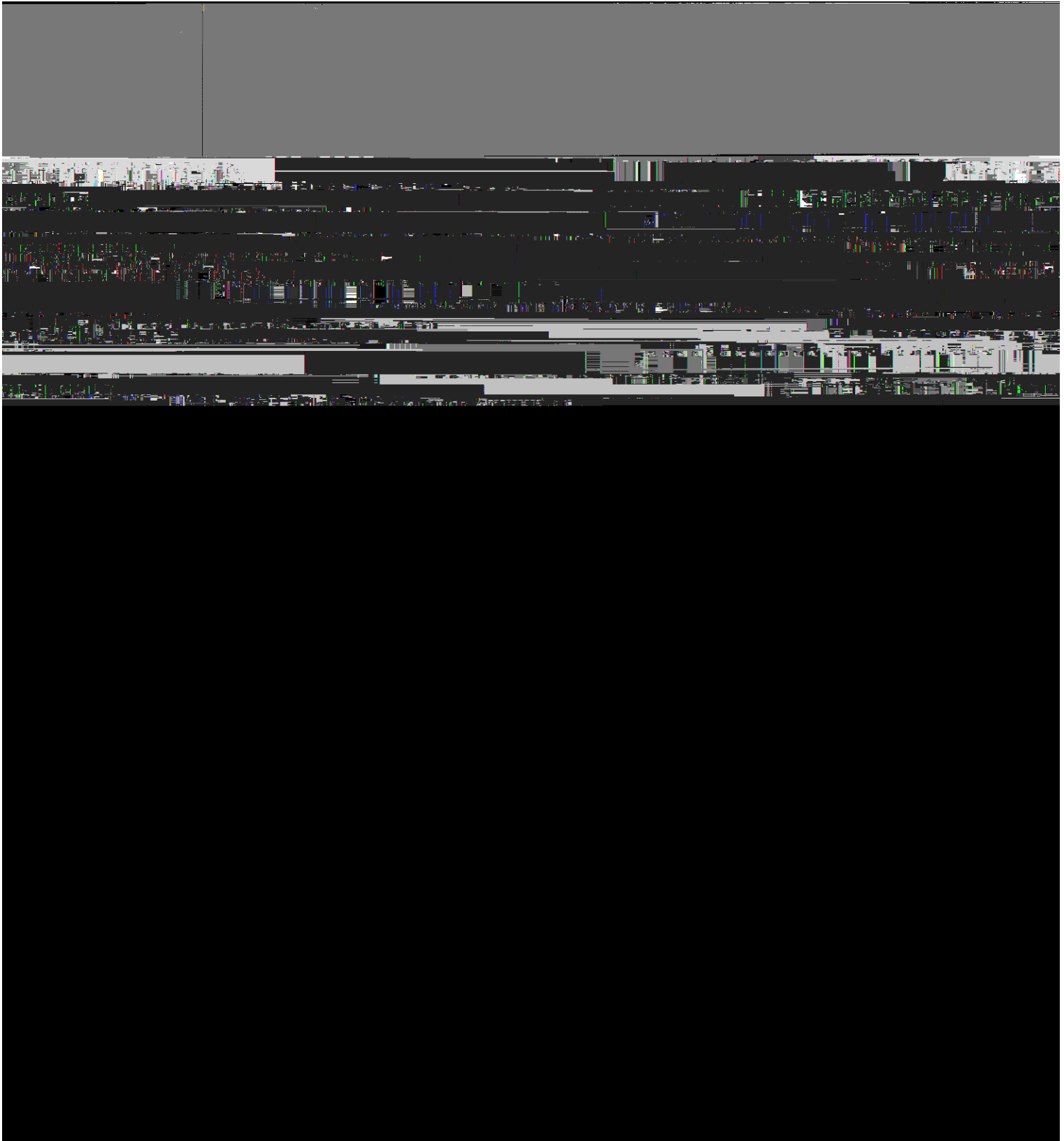
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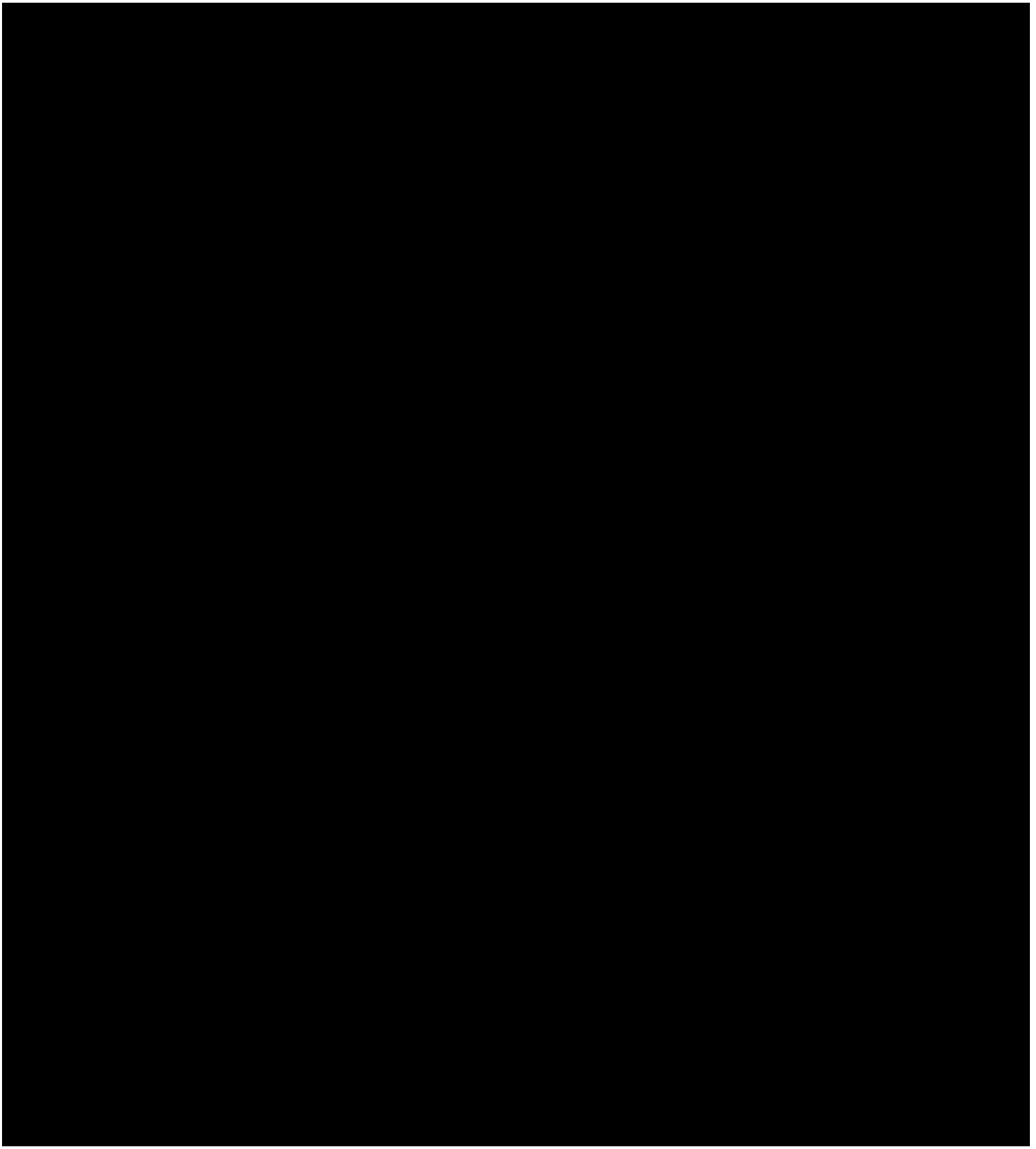


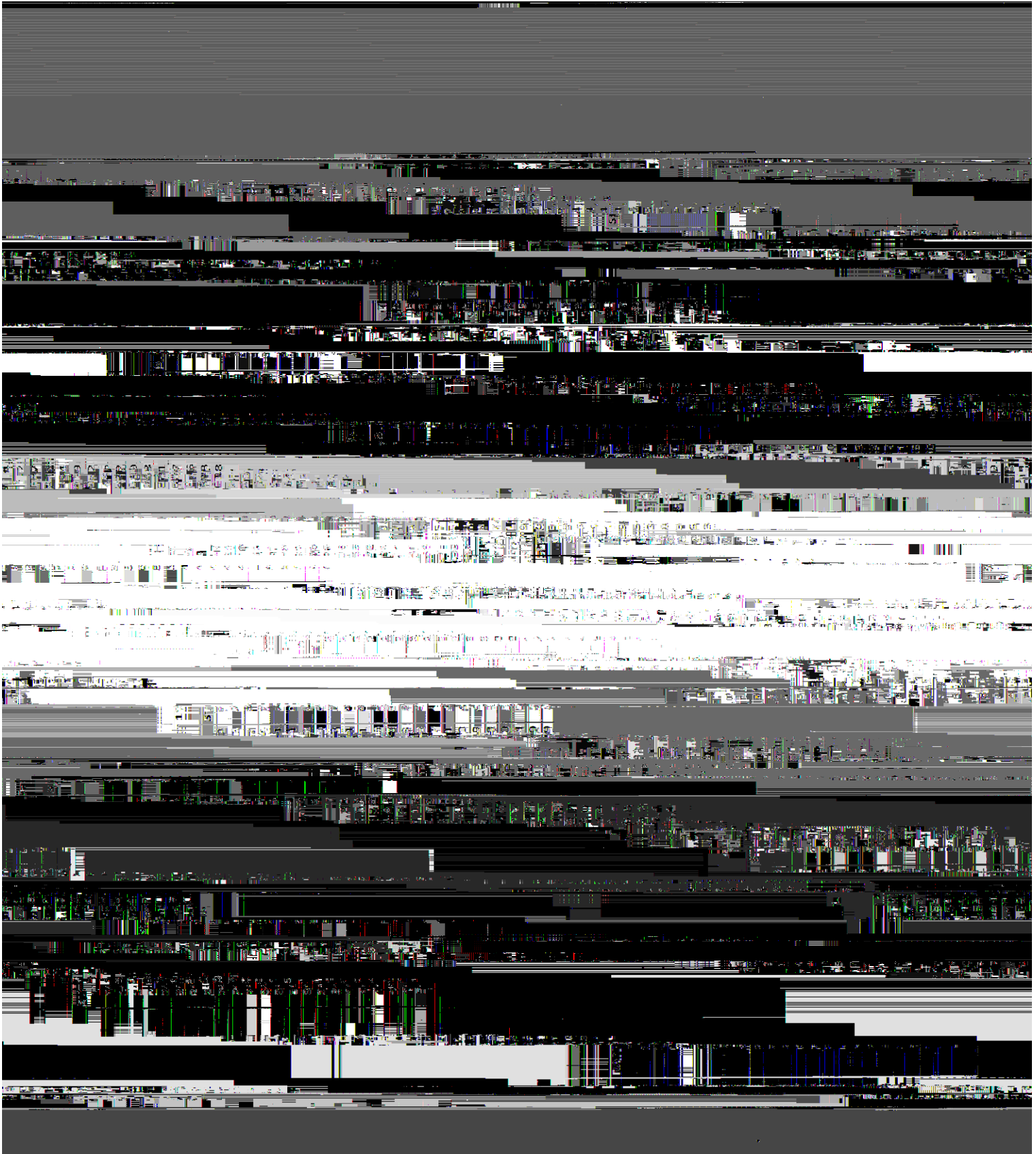


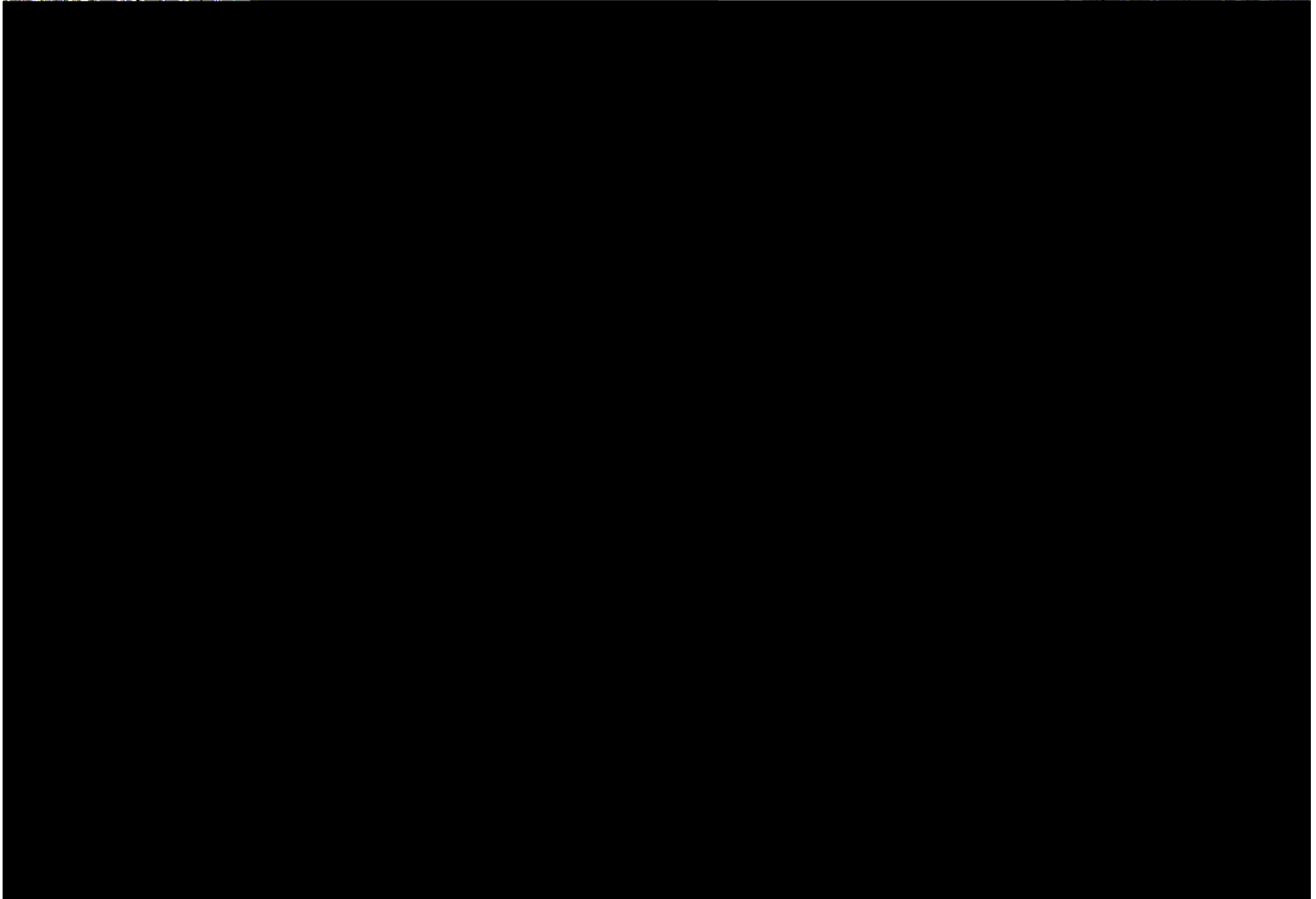












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