

**AGREEMENT**  
**SUMMER COMPENSATION FOR DEPARTMENT CHAIRPERSONS**

The following represents the Agreement reached between New Jersey City University and AFT Local 1839 with respect to summer compensation for performing the duties of the Department Chairperson:

1. The parties agree that each Department Chairperson shall be compensated at the applicable summer session rate per semester hour credit of \$1500 (Professor/Associate Professor)/\$1450 (Assistant Professor) per credit hour pursuant to Article XI of the parties' negotiated Agreement.

2. In a Department where a change of the elected Chairperson takes place pursuant to Article XVIII of the parties' negotiated Agreement, the Administration and the Local shall determine a proportional rate of compensation for work performed if it is determined by the University that a Chair is to be appointed.

**3. Compensation Schedule:**

The parties agree that the rate of compensation set forth in Appendix C attached herein, is based on acceptance by the Chair of the SUMMER DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRPERSONS set forth in Appendix B attached herein, and the CRITERIA FOR DETERMINING DEPARTMENT CHAIRPERSONS' SUMMER COMPENSATION established by the University and attached herein as Appendix A. Criteria are not considered part of this negotiated agreement, are at the discretion of the University and are included for informational purposes.

**4. On Campus Availability:**

The following items determine the on-campus availability of Chairpersons:

- a. Required attendance of summer meetings/events which include recruitment, open house, advising, summer duties and responsibilities as set forth in Appendix B;
- b. The programmatic needs of the department as determined by the University with respect to student advising, faculty development and relevant administrative tasks;
- c. The needs of Chairs with respect to family, personal health and professional obligations;
- d. Other emergent criteria as determined by the Dean in consultation with the affected Chairperson.

Based on the above criteria, Chairpersons shall provide preliminary summer schedules to their Deans by no later than the end of the spring semester. The preliminary schedule shall, when possible, include planned vacation time. Thereafter, Deans shall meet with their Chairs to

finalize summer schedules. Final schedules as determined by the Dean shall be in writing and on file with the Dean and initialed by the Chair and Dean by mid-July. It is understood that these initial schedules are subject to change over the summer. In the event that a Chairperson's schedule changes over the course of the summer, the Chair shall inform his/her Dean in writing. It is understood that a schedule cannot change in a manner that prevents a chair from performing duties and responsibilities set forth in Appendix B. Disputes over schedules shall be reduced to writing and submitted to the Provost for final resolution.

Other understandings regarding on campus availability:

The requirement of campus availability is understood to include times at which the Chairpersons may be on campus, but not specifically in their offices. In circumstances where the Chairpersons are not in the Department office, they shall notify the Department secretary how they can be immediately reached. Times at which the Chairperson may be on campus, but not in the office include, but are not limited to, when they have lunch or dinner on campus, are at a campus meeting or are at the library.

#### **5. The parties further agree that:**

- a. Chairpersons are to note their responsibilities and assigned credit hours on faculty assignment sheets and submit them to their Deans according to established University procedures; the Dean may have input in this process.
- b. Department Chairpersons are expected to be available to meet with the Dean and Provost as required, with at least one week prior notice where practicable.
- c. Department Chairpersons shall be available to meet with the President and Provost during the final week of summer prior to the first day of classes for the fall semester. They will be available to meet with their Deans on the same day. Where practicable, the confirmation of said meetings shall be established one week in advance of the meeting date.
- d. For vacations of two weeks or more, a designee will be named from the full-time departmental faculty by the Dean in consultation with the Chairperson. The designee, if approved by the Dean, shall be compensated with a proportionate deduction from the Chairperson's summer compensation.
- e. By August 31, Chairs shall provide their Deans with their written reports that address assigned responsibilities of summer work performed. Failure of a chair to hand in such report shall mean the chair shall not be eligible to serve as chair next summer.

#### **6. Obligation to Fulfill Duties and Responsibilities**

- a. It is understood that Chairpersons shall fully execute the summer duties and responsibilities as set forth herein. However, if a Chair finds that he/she may not be able to fulfill his or her summer duties, the Chair shall inform his/her Dean in a timely manner (five days). The Dean and the Chair shall determine how the summer duties are to be fulfilled. If it is determined that the Chair cannot fulfill his/her duties, the Dean in

consultation with the affected Department may appoint an Interim Summer Chairperson who shall be compensated with a proportionate deduction from the Chairperson's summer compensation. In such case, only one faculty member may be compensated for serving as chair, unless there is a co-chair by mutual agreement.

- b. In the event that a Dean believes a Chairperson is not fulfilling his/her duties as set forth herein, the Dean shall provide written notice of alleged violations to the Chairperson. The Chairperson shall be provided an opportunity to meet with the Dean to address why these duties are not being performed and why the Dean believes said chair is not fulfilling such duties. If so requested, a Union representative shall be permitted to attend as an observer who may counsel the Chairperson with respect to questioning. Failure of the chair to meet with the Dean in a timely manner (five days) shall result in removal of the chair.
- c. If, after the Chair has responded to alleged violations the Dean finds cause to remove the Chairperson from his/her duties, the Chair shall have the right to appeal that decision in person, where practicable, and in writing to the Provost/Senior Vice President of the University. The appeal must be in writing to the Provost/Senior Vice President whose decision shall be final and rendered within 5 days. The chair shall be considered removed during the appeal and not be compensated during such appeal. Only if the decision of the Provost is favorable to such appeal may the chair be compensated retroactively. In such appeal, the chair must demonstrate to the Provost that the decision of the Dean was unreasonable and not based on objective facts. Resolution in such cases shall not set a precedent.
- d. This Agreement does not impact assignments within load (released time) for Department administration allocated during the fall and spring semesters.
- e. Each Chairperson shall have access to the Summer Compensation Agreement.

## **7. Preservation of Rights on the Academic Year Issue:**

This Agreement shall not be construed as a waiver of any rights, claims or arguments concerning the nature and duration of the academic year, which issue is presently in dispute between the parties. Both parties hereby reserve any and all positions taken and any and all claims made with respect to that issue. In addition, neither party shall use this Agreement in any proceeding, including the arbitration scheduled for September 9, 2015, as evidence against the other, except in a proceeding to enforce the specific terms of this Agreement.

The arbitrator's decision shall not entitle either party to demand to recoup or negotiate additional credits or compensation for the period disputed.

**8.** The parties agree to meet by no later than mid-fall semester for the purpose of addressing administrative issues pursuant to this Agreement.

**9.** This Agreement shall be renewed from year to year unless either party provides written notice to the other of its intent to modify, amend or terminate this Agreement. Notice shall be provided by the moving party by no later than January 31.

For the University,

Deborah Woo

Deborah Woo, Associate Provost  
New Jersey City University

July 7, 2015

Date

For AFT Local 1839,

William Calathes

William Calathes, President  
AFT Local 1839

July <sup>wc</sup> 9, 2015

Date

Appendices:

Appendix A: CRITERIA FOR DETERMINING DEPARTMENT CHAIRPERSONS' SUMMER COMPENSATION

Appendix B: SUMMER DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRPERSONS

Appendix C: SUMMER COMPENSATION SCHEDULE FOR DEPARTMENT CHAIRPERSONS

## **APPENDIX A**

### **CRITERIA FOR DETERMINING DEPARTMENT CHAIRPERSONS' SUMMER COMPENSATION**

Criteria for determining summer compensation shall include but not be limited to the following items:

1. Number of Full-time Faculty
2. Number of Adjunct Faculty
3. Number of Majors/Intended Majors/Advisees
4. Number of Summer Classes Scheduled

It is recognized that the University promulgated the above criteria; it may be revised at the Dean's discretion and that criteria is non-negotiable. It is also recognized that the impact of new and significantly different workloads that occur as a result of said revisions shall be negotiable.

## **APPENDIX B**

### **SUMMER DUTIES AND RESPONSIBILITIES OF DEPARTMENT CHAIRPERSONS**

Department Chairpersons are expected to perform and to document performance of the following activities with respect to department requirements. Documentation shall be in the form of a written report to be submitted to their Deans by August 31.

1. Work with the Dean to implement actions in support of University policies;
2. Collect syllabi and summer schedules from department faculty;
3. Advise students;
4. Recruit adjunct faculty in preparation for the fall semester;
5. Mentor and evaluate adjunct faculty and non-tenured faculty, as needed;
6. Provide special assistance for certification problems where applicable;
7. Maintain oversight of department activities;
8. Monitor department budgets;
9. Maintain substantial involvement with laboratories, studios, and/or significant responsibility for equipment where applicable; and
10. Develop and be governed by procedures to respond to department inquiries made by students and others when not present in the department or while not on campus. These procedures shall be posted in the department after consultation with and approval of the Dean of the College.
11. Provide the Dean and department secretary with email address and telephone numbers, including a cell number, at which he/she can be reached over the summer.

## CHAIR COMPENSATION SUMMER 2015

Department	TOTAL SUMMER CHAIR CREDITS JULY 6 2015		
Latin American Studies	0		
ESL	2		
African American Studies	1	<b>SPECIAL ASSIGNMENTS</b>	<b>CREDITS</b>
Physics	2	ENGLISH-ADJUNCT HIRING	3
Women's & Gender Studies	2	NURSING-ADJUNCT HIRING	3
Fire Science	2	HISTORY-CIV COORDINATOR	2
Fitness, Exercise, & Sports	2	MATH-SUMMER COORDINATOR	1
Political Science	1		9
Educational Technology	4		
Literacy Education	2		
Multicultural Center	4		
Philosophy & Religion	0		
Educational Leadership	3		
Economics	2		
Business - Marketing	2		
Elementary/Secondary Ed	5		
Modern Languages	2		
Geoscience	2		
Business - Finance	3		
Chemistry	2		
Special Education	4		
Media Arts	4		
Counseling	3		
Early Childhood Education	4		
History	4		
Health Science	4		
Computer Science	2		
Business - Management	6		
Professional Security Studies	0		
Sociology	4		
Art	6		
Biology	4		
Business - Accounting	4		
Nursing	6		
Music, Dance, Theater	6		
Criminal Justice	5		
English	6		
Math	6		
Psychology	6		
	127		