

MEMORANDUM OF AGREEMENT

In order to preserve amicable employer-employee relations, New Jersey City University (the "University") and AFT Local 1839 (the "Union"), the parties agree as follows regarding the parties negotiated Agreement titled: **SUMMER COMPENSATION FOR DEPARTMENT CHAIRPERSONS:**

1. The parties agree that the provisions of the existing SUMMER COMPENSATION FOR DEPARTMENT CHAIRPERSONS AGREEMENT, shall remain in full force and effect for except as modified by this Memorandum of Understanding as set forth below.
2. The SUMMER COMPENSATION FOR DEPARTMENT CHAIRPERSONS AGREEMENT and this Memorandum of Agreement shall remain in full force and effect for summer 2018, summer 2019 and summer 2020.
3. The parties understand and agree that items not deemed mandatorily negotiable pursuant to the Public Employer-Employee Relations Act, as amended, shall not be considered as a result of this Memorandum of Agreement.
4. Department chairpersons who worked during the summer of 2017, shall receive retroactive compensation for said work at the negotiated rates in the 2016 Summer Chairperson Agreement dated July 7, 2016, attached herein.
5. All chairpersons, regardless of department Tier Designation shall perform duties and responsibilities pursuant to Appendix B of the SUMMER COMPENSATION FOR DEPARTMENT CHAIRPERSONS AGREEMENT.
6. Summer Chairperson compensation for summer 2018, summer 2019 and summer 2020 shall be at the following negotiated tiers and teaching credit hours:
 - a. Tier I (6 credits)
 - b. Tier II (4 credits)
 - c. Tier III (2 credits)
 - d. Tier IV (1 credit)
7. The University agrees that a one hundred and thirty-six (136) teaching credit hour compensation for summer chairperson compensation shall remain in full force and effect during the term of this Memorandum of Agreement.
8. The parties understand and agree that changes in department assignments (tiers) may be made during the term of this Memorandum of Agreement. Such change shall be the prerogative of the employer. In the event such change occurs, the University agrees to notify the Union of the same and to provide data that supports such changes. The parties agree to then meet and negotiate the affected department chair tier designation. The University may change Tier assignments of chairs, provided that the total number of teaching credit hours compensation to all Department Chairs shall not be less than one hundred and thirty-six (136) teaching credit hours in the aggregate.
9. Any and all modifications that take place pursuant to paragraph #8 above shall be reduced to writing and affixed herein.
10. The parties agree that this Memorandum of Agreement shall not constitute a precedent and shall not be cited in any other matter and/or dispute between the parties except to enforce the provisions herein.

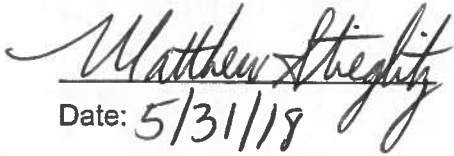
Union Counter to Employer Proposal - May 23, 2018

IN WITNESS of the Memorandum of Agreement, having read and understood its terms and having agreed to be bound by each of the terms set forth above, the parties affix their signatures below 31 of May 2018.

On behalf of the University:

Matthew Stieglitz, Esq.

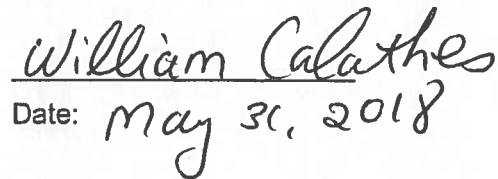
Labor Relations Associate


Date: 5/31/18

On behalf of the Union:

William Calathes

President


Date: May 31, 2018

CHAIR COMPENSATION SUMMER 2018-2020

Tier 1	Credits
Accounting	6
Art	6
Criminal Justice	6
English	6
Management	6
Math	6
MDT	6
Nursing	6
Psychology	6
Tier 2	Credits
Biology	4
Counseling	4
Early Childhood Ed	4
Educational Leadership	4
Educational Technology	4
Elementary & Secondary Education	4
Finance	4
Health Science	4
History	4
Marketing	4
Multicultural Education	4
Professional Security Studies	4
Sociology	4
Special Education	4
Tier 3	Credits
Chemistry	2
Computer Science	2
Earth & Environmental Studies	2
Economics	2
Fire Science	2
Literacy Education	2
Media Arts	2
Modern Languages	2
Philosophy	2
Physics	2
Women & Gender Studies	2
Tier 4	Credits
African American Studies	1
ESL	1
Latin American Studies	1
Political Science	1
Fitness, Exercise, & Sports	0*

**No chair in 2018. To be negotiated when a Chair is appointed for 2019-2020.*

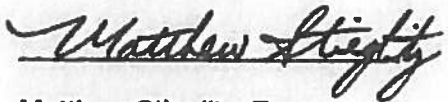
SETTLEMENT AGREEMENT

In order to validate amicable employer-employee relations, New Jersey City University (the "University") and AFT Local 1839 (the "Union"), the parties, agree as follows regarding Summer Chair compensation for the Summer of 2016:

1. All provisions of the Summer Compensation for Chairpersons Agreement dated July 7, 2015 shall remain in full force and effect except as modified by this 2016 settlement as set forth below. It is understood that issues not subject to negotiations shall not be considered negotiable as a result of this settlement.
2. Summer Chair compensation shall remain at the same amount and levels as listed in Appendix C of the attached Summer Compensation for Chairpersons Agreement except as noted in Appendix C 2016.
3. The University agrees to inform the Deans that they should remind chairs in a timely manner and in writing of the need to provide the report specified in Item 5e and Appendix B of the Agreement. The Union agrees to remind chairs in a timely manner and in writing of the need to provide their Deans with the report specified in Item 5e and Appendix B of the Agreement.
4. The compensation portion of this settlement shall be for summer 2016 only.
5. The parties agree that this Settlement Agreement shall not constitute a precedent and shall not be cited in any other matter and/or dispute between the parties, except to enforce the provisions of this Settlement Agreement.

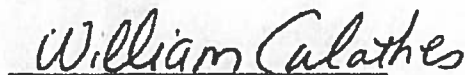
In witness of this Agreement, having read and understood its terms and having agreed to be bound by each of the terms set forth above, the parties affix their signatures below on this day of July 7, 2016.

For the University:



Matthew Stieglitz, Esq.
Labor Relations Associate
New Jersey City University
Date: 7/7/16

For the AFT:



William Calathes
President
AFT Local 1839
Date: July 7, 2016

APPENDIX C

CHAIR COMPENSATION SUMMER 2016

Department	Total Summer Chair Credits Summer 2016
Latin American Studies	0
ESL	2
African American Studies	0
Physics	2
Women & Gender Studies	2
Fire Science	2
Fitness, Exercise & Sports	2
Political Science	2
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	4
Sociology	4
Art	6
Biology	4
Business-Accounting	4
Nursing	6
Music, Dance Theater	6
Criminal Justice	5
English	6
Math	6
Psychology	6

**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 9, 2015
Date ^{WC}

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	SPECIAL ASSIGNMENTS	CREDITS
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		