

1 MEMORANDUM OF AGREEMENT

2 to

3 ADDRESS FINANCIAL EMERGENCY 2022-2023

4 To promote amicable employer-employee relations between New Jersey City University ("the
5 University"), AFT Local 1839 ("the Union"), and the Council of New Jersey State College Locals, AFT,
6 AFL-CIO ("the Council"), the parties hereby agree as follows:

7 1. There shall be five (5) unpaid furlough days for AFT members with a base annual salary between
8 \$80,000 and \$99,999; ten (10) unpaid furlough days for AFT members with a base annual salary of
9 between \$100,000 and \$119,999; twelve (12) unpaid furlough days for AFT members with a base
10 annual salary between \$120,000 and \$149,999, and fifteen (15) furlough days for AFT members
11 with a base annual salary of more than \$150,000. A minimum of 5 days must be taken by
12 Professional Staff before October 31, 2022, and another 5 by February 17, 2023. The balance of
13 time must be taken before June 1, 2023. Faculty must take a minimum of ten (10) unpaid furlough
14 days before January 17, 2023. Their respective balance of time must be taken before June 1, 2023.

15 AFT unit members with an X-range salary determined by Management as more than \$177,000,
16 shall be subject to unpaid furlough days, the number of which shall be determined at
17 management's discretion. The number of unpaid furlough days shall not be less than eighteen (18)
18 days.

19 a. During the period of unpaid furlough, unit members shall not be requested or required to
20 perform any services for the University. The University recognizes that but for the unpaid
21 furlough, unit members would otherwise be required and/or permitted to perform their regular
22 job duties. Faculty unpaid furlough days may not be scheduled during a period of assigned
23 instruction.

24 b. During the period of unpaid furlough, health care coverage, including prescription, dental and
25 vision, shall be maintained for all unit members, and contributions provided by both employees
26 and the employer, under the same terms and conditions as if the furlough had not been
27 implemented.¹

28 c. During the period of unpaid furlough, unit members shall accrue full credit for all service
29 provided to the University for purposes of anniversary date increases and including service
30 credit towards or under a multi-year contract, as if the furlough had not been implemented.²

31 d. The University agrees to establish a Paid Leave Bank. The terms of the Paid Leave Bank shall
32 be negotiated by the Parties with a plan to be finalized by November 30, 2022, to be established
33 during calendar year 2023.

34 e. In consideration of the substantial personnel savings achieved through the involuntary unpaid
35 furloughs in paragraph 1 above, the University agrees that there shall be no layoff notices of

¹ Employer/employee will contribute the same amount during the furlough period as they were contributing prior to the furlough.

² Full pension contributions will be taken as long as the employee's paycheck can cover the contribution.

1 furloughed employees prior to December 14, 2022, for faculty and November 29, 2022, for
2 professional staff.

3 AFT unit members who use any or all designated unpaid furlough days and then receive a
4 retrenchment notice pursuant to Article XLI of the parties' Collective Negotiated Agreement,
5 shall be excused from the obligation to use any balance of unused furlough days. Said
6 employees shall be reimbursed for the value of used furlough days, which shall be paid on the
7 date of involuntary separation.

8 2. Voluntary 12-month professional staff conversion to 10-month or 11-month appointments,
9 where staff can financially sustain the conversion with appropriate respective salary
10 adjustments.

11 3. Request for overload teaching assignments shall be subject to final approval by the Provost, in
12 consultation with respective Deans. Deans will consult with Chairpersons prior to the
13 consultation with the Provost.

14 4. There shall be a suspension of all targeted coordinator stipends for AY22-23. The parties
15 agree to meet by no later than October 1, 2022, to negotiate stipends for coordinator
16 positions that were not suspended pursuant to this provision.

17 5. All untenured faculty release time shall be suspended for AY22-23. For the duration of this
18 Agreement, untenured faculty reappointment evaluations shall be weighted towards service to
19 account for the suspension of released time for research.

20 6. All range adjustments shall be suspended for AY22-23.

21 7. All sabbaticals and promotions shall be suspended for AY23-24.

22 8. All faculty travel shall be suspended for AY22-23. *This provision does not apply to University
23 assigned travel performed within the scope of employment.

24 9. The parties agree to negotiate FY23/FY24 summer chair compensation by December 31, 2022,
25 for the sake of financial exigency.

26 10. Compensation for faculty dissertation supervision local agreement shall be modified as
27 follows:

28 a. Dissertation supervision requires an in-load provision of released time to be assigned
29 on a case-by-case basis.

30 b. If the dissertation supervision is not assigned in-load, faculty compensation for
31 dissertation in the form of a stipend that equals 50% of one (1) teaching credit per
32 semester per dissertation.

33 c. The stipend shall equal 50% of one (1) teaching credit hour at the established
34 overload rate per semester provided in the 2019-2023 State-Union Agreement.

35 d. When appointed by the Dean, in consultation with the Chairperson, compensation
36 for the second and third members of the dissertation committee shall be in the form of

1 a stipend equal to 50% of one (1) teaching credit each per dissertation distributed
2 equally over three (3) semesters.

3 e. Each faculty member is limited to supervising up to six (6) dissertations and reading
4 no more than eight (8) additional dissertations at one time.

5 f. The terms of this paragraph (#10) shall expire on December 31, 2024. The University
6 and the Union agree to negotiate a new Memorandum of Agreement on Compensation
7 for Faculty Dissertation Supervision prior to December 31, 2024.

8 11. The NTP Memorandum of Agreement shall be modified as follows:

9 a. Total number of Lecturers appointed shall not exceed twenty-eight (28) percent of
10 the regular tenured/tenure-track full-time faculty lines at the University.

11 b. No overload teaching allowed for NTP positions.

12 c. 10-month position teaching load of a minimum of 30 credits.

13 d. 12-month position teaching load of a minimum of 33 credits.

14 e. The terms set forth in paragraph 11. b., c., and d. shall expire on December 31, 2024.
15 The University and the Union agree to renegotiate NTP credit assignments prior to
16 December 31, 2024, which shall be appended to the locally negotiated MEMORANDUM
17 OF AGREEMENT NON-TENURED TRACK TEACHING POSITIONS.

18 f. Upon expiration of this Memorandum of Agreement, the University agrees to a
19 moratorium on hiring NTPs until such time that the total number of NTPs employed at
20 New Jersey City University is at or below the twenty-five percent (25%) cap established
21 in the existing locally negotiated MEMORANDUM OF AGREEMENT NON-TENURED
22 TRACK TEACHING POSITIONS.

23 12. All provisions of the parties' 2019-2023 Collective Negotiations Agreement not expressly
24 modified by this Memorandum of Agreement remain in full force and effect.

25 13. The parties agree that this Memorandum of Agreement shall not be subject to the
26 grievance procedure. The University and the Union reserve the right to revoke this
27 Agreement, with notice to either, in the event of non-compliance by the other party after 30
28 days' notice and an opportunity to cure the alleged non-compliance.

29 14. Unless otherwise specified herein, the parties agree that the terms set forth in this
30 Memorandum of Agreement shall expire on July 1, 2023.

31 15. This Memorandum of Agreement shall not constitute a precedent and shall not be
32 referred to, offered, or considered as evidence in any proceeding with respect to any other
33 matter between the parties except to enforce the provisions of this Memorandum of
34 Agreement.

35 16. This Agreement is subject to ratification by the members of AFT Local 1839, which shall be
36 undertaken as soon as administratively feasible following final execution of this Memorandum
37 of Agreement, by no later than September 11, 2022.

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Signing Statement

Together, in consideration of New Jersey City University's extraordinary financial challenges brought on in part by low enrollment and then exacerbated by the COVID-19 pandemic, the University and the Union have reached an agreement that immediately addresses its financial exigency, which necessitated a FY22-23 90-day interim budget.

We made a joint commitment to fairness, equity, and burden sharing, which was preceded by the University's willingness to make deep administrative salary cuts and to take other personnel cost savings measures. Thus, we have negotiated in good faith to preserve the integrity of collective negotiated agreements and to build on a culture of collaboration that will be a model across the State of New Jersey that always puts our students first.

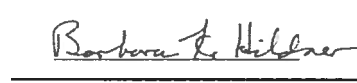
In witness hereof, the University, AFT Local 1839 and the Council have acknowledged their understanding of this Memorandum of Agreement and affix their signatures below.

On behalf of the University:



Andrés Acebo
Executive Vice President &
University Counsel
Date: 9-1-22

On behalf of AFT Local 1839:

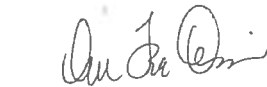


Barbara Hildner, President, Local 1839
Date: 9-1-22



William Calathes, Chief Negotiator
Date: 9-1-22

On behalf of the Council, AFT:



Debra L. Davis, Sr. Staff Representative
Date: 9-1-22