

MEMORANDUM OF AGREEMENT
COUNCIL OF NEW JERSEY STATE COLLEGES LOCALS
-and-
STATE OF NEW JERSEY

WHEREAS, the Council of New Jersey State College Locals represents a bargaining unit of faculty, professional staff, non-tenure track personnel (“NTTP’s”) and librarians at nine (9) State Colleges and Universities throughout the State of New Jersey, and

WHEREAS, pursuant to N.J.S.A. 18A:64-21.1, the State of New Jersey, by and through the Governor’s Office of Employee Relations, is authorized to negotiate and enter into agreements with the Council on behalf of all covered Colleges and Universities, and,

WHEREAS, during the Spring 2020 semester, a global pandemic associated with the novel coronavirus, SARS-coV-2 and related disease, Covid-19, prompted a nationwide suspension of operation of certain public establishments and business of every type and nature, in New Jersey and throughout the country, to protect the health and safety of its citizens, and which presently continues, and

WHEREAS, the public health emergency related to COVID-19, Executive Order 104 and other governmental actions required major campus closures and changes in operations that have caused unforeseen and unprecedented reductions in revenues and increases in costs for the University;

WHEREAS the State Colleges and Universities referenced above discontinued in-person instruction and services as a result of the pandemic and related directives from the Governor of the State of New Jersey, but continued to offer instruction to students through distance and remote learning, and to make extensive modifications and adjustments in all aspects of instruction, research, and campus operations and may be compelled to do so for the foreseeable future, and

WHEREAS, the Colleges and Universities referenced above incurred and are continuing to incur significant expenditures, reductions in campus operations revenues, and reductions in state operating appropriations as a result of the pandemic, and

WHEREAS, as a result of the economic crisis caused by the pandemic, and in an effort to reduce the need for layoffs the Council and the State of New Jersey entered into negotiations with respect to the implementation of unpaid furlough days in lieu of layoffs as provided by law,

IT IS ON THIS DAY OF 30th, HEREBY AGREED AS FOLLOWS

1. Each College/University shall have the right to implement up to twelve (12) unpaid furlough days for all unit members. The furlough dates shall be determined by each College/University, but, if consistent with operational needs, which may include changes to the academic calendar, shall be taken as follows:
 - a. 12 Month Employees: Five (5) consecutive unpaid furlough days, commencing on a Monday, and occurring during a full work week during the month of July, 2020, on a week to be determined by the College/University, and five (5) consecutive unpaid

furlough days, commencing on a Monday, and occurring during a full work week over Winter Break (the period between the end of the Fall 2020 and start of the Spring 2021 semesters), on a week to be determined by the College/University. A College/University may mandate that all ten (10) furlough days take place during July 2020, provided they are taken in blocks of five (5) consecutive days as provided herein.

- b. 10 Month Employees: Five (5) consecutive unpaid furlough days, commencing on a Monday, and occurring during a full work week over Winter Break (as defined by paragraph 1.a) on a week to be determined by the College/University, and five (5) consecutive unpaid furlough days, commencing on a Monday, during the period identified by the College/University as “Spring Break” for the Spring 2021 semester on a week as determined by the College/University;
 - c. Friday, November 27, 2020 (the day after Thanksgiving) shall be an unpaid furlough day for all Unit members. The remaining one (1) day shall be determined by the employee, subject to the approval of the College/University and depending on operational needs.
 - d. A furlough day may not be assigned or selected on a day on which the faculty member is scheduled to teach.
 - e. Unit members shall not be permitted to utilize paid leave time during a furlough period as provided herein.
 - f. During any period of furlough, unit members shall not be requested or required to perform any services for the College/University at which he/she is employed. The Colleges/Universities recognize that but for the furlough, unit members would otherwise be required and/or permitted to perform their regular job functions.
2. Each College/University shall have the right to achieve savings by deferring the salary increase, as set forth in Article XXI. B, payable to all unit members in the first full pay period after July 1, 2020 and September 1, 2020 (FY 2021) to the first full pay period after July 1, 2022 and September 1, 2022 (FY 2023). Except as provided herein, the State shall comply with the provisions of Article XXI as set forth in the 2019-2023 Statewide Agreement.
 3. The furlough of unit members provided by this agreement shall be subject to and expressly conditioned upon the following terms:

(a) During any period of furlough, health care coverage, including prescription, dental and vision, shall be maintained for all unit members, and contributions provided by both employees and employer, under the same terms and conditions as if said furlough had not been implemented.¹

(b) During any period of furlough, unit members shall accrue full credit for all service provided to the College/University for any purpose as may be permitted by law or contract, including service provided under a multi-year contract.

(c) Notwithstanding the parties’ agreement to defer the payment of across-the-board increases, and as may be permitted law, AFT unit members in the State PERS and TPAF systems will not suffer any diminution in their pension benefits as a result of the deferral of such payments.²

¹ Both employer and 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 paycheck can cover the contribution.

4. In consideration for the agreements set forth above, the State agrees that no member of the bargaining unit shall be laid off (aka retrenched) through December 31, 2021 (the “no-layoff” period) except in those specific instances where the College/University is permanently terminating a program or function/unit. A list of such programs or functions/units that affect the AFT bargaining unit members shall be provided to the Council prior to the execution of this Agreement (see attached list hereto), and the terms of this Agreement shall not apply to any member identified on said list.

5. Reappointment or non-reappointment of unit members shall be governed by the applicable terms of the Statewide Agreement, including but not limited to Article XIII, Article XLI.B, Letter of Agreement XIV (NTTP) and Appendix 1. and shall not be considered a layoff. Also, a unit member on a grant funded position who is separated pursuant to Article XIII M shall not be considered a layoff.

6. In the event that layoff (aka retrenchment) notices are issued that are effective during the “no layoff” period provided by paragraph 4, any member receiving said notice shall be paid, prior to separation from employment, an amount reflecting said wage increase retroactive to the date that said employee would have received the increase but for the deferral set forth in paragraph 2 above, and shall have any unpaid furlough days taken prior to the date of separation repaid in full.

In the event that layoff notices are issued that are effective on or before July 1, 2022, any member receiving said notice shall be paid, prior to separation, the wage increase deferred pursuant to paragraph 2 above. This provision does not apply to the exceptions in paragraph 4 above.

7. The parties recognize the legal authority to implement layoffs, but also recognize the personal and social costs of layoffs, including the disruption of services to the students.

8. Notwithstanding any terms to the contrary, compensation due and payable to members of the bargaining unit for teaching summer or winter session classes shall not be reduced or withheld by operation of this Agreement. This provision is subject to paragraph 1d and 1f above.

9. All provisions of the 2019-2023 collective negotiations agreement not expressly modified by this MOA remain in full force and effect.

10. This Agreement is subject to ratification by members of the Council bargaining unit, which shall be undertaken as soon as administratively feasible following the signing of this Agreement.

DATED: June 30, 2020

DATED: June 30, 2020



State of New Jersey



Council of New Jersey State College
Locals, AFT, AFL-CIO

LIST OF PROGRAMS AND UNIT/FUNCTION (PURSUANT TO PARAGRAPH 4)

The parties agree the Individuals on the below list shall not be subject to this Furlough Agreement

- Montclair State University - The New Jersey School of Conservation - 2 Professional Staff
- Kean University (Total 29, as specified below)
 - Program terminations (11 Faculty)
 - Music - 5 Faculty
 - Environmental Sustainability Science - 1 Faculty
 - Theater Education - 1 Faculty
 - Economics - 4 Faculty
 - Functional position terminations (18 Professional Staff)
 - Admissions - 3 Professional Staff
 - Athletics - 2 Professional Staff
 - Enrollment Management - 1 Professional Staff
 - Financial Aid - 4 Professional Staff
 - Registrar - 4 Professional Staff
 - Residence Hall - 1 Professional Staff
 - University Center - 3 Professional Staff