

1 **LETTER OF AGREEMENT XIV**

2 **NON-TENURED TRACK TEACHING POSITIONS**

3 **A. Definitions**

4 The title of "Non-Tenured Track Teaching Position (hereinafter referred to as NTTP)
5 encompasses all existing titles of Lecturer, Senior Lecturer, Clinical Specialist,
6 Instructional Specialist and any other non-tenured track teaching position created by a
7 College/University, if appropriate.

8 **B. Limitations**

9 The total number of NTTPs appointed shall not exceed thirty five percent (35%) of the
10 regular tenure-track faculty lines at a College/University. Each College/University shall
11 furnish the UNION with a list of any negotiations unit members appointed pursuant to
12 this Letter of Agreement no later than October 15 of each academic year.

13 As of July 1, 2019, institutions where the total number of NTTPs exceed thirty five
14 percent (35%) of the regular tenure-track faculty lines shall not be required to reduce
15 the number of NTTP faculty. However, no new NTTP appointments shall be made until
16 existing NTTP falls below the thirty five percent (35%) limit.

17 **C. Compensation for NTTPs**

18 1. For ten (10) month NTTPs: the minimum salary shall be no less than
19 \$50,000.00. This minimum salary will not apply to any NTTP currently working under an
20 individual contract.

21 2. For twelve (12) month NTTPs: the minimum salary shall be no less than
22 \$57,000.00. This minimum salary will not apply to any NTTP currently working under an
23 individual contract.

24 3. During the term of the collective negotiations agreement, in the event that an
25 NTTP is, on or after July 1, 2020, retained on a multi-year contract or is rehired for the
26 immediately succeeding year (either on a single-year or multi-year contract), the NTTP
27 shall receive the across-the-board increase for applicable fiscal year(s).

28 a. NTTPs currently working under a multi-year individual contract will
29 receive the two (2) percent across-the-board salary increase on July 1, 2020, but
30 the minimum salaries will not apply to them until their individual contract term has
31 expired.

32 b. Effective July 1, 2020, NTTPs who are rehired for the immediately
33 succeeding year (either on a single-year or multi-year contract) and who are not
34 making the minimum salary will receive the two (2) percent across-the-board

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1 salary increase or have their salary raised to the minimum salary, whichever is
2 greater.

3 c. The across-the-board increase will not be stacked with any locally
4 negotiated increase or any increase provided for under an individual contract
5 (including, but not limited to, steps and/or COLA increases). In such
6 circumstances, the NTTP shall be entitled to the greater of the across-the-board
7 increase provided for herein or any locally negotiated increase/increase under his
8 or her individual contract.

9 4. Nothing herein shall limit a College/University from employing NTTP for any
10 other duration (e.g., nine (9) month NTTP positions), except that pro-rated salaries shall
11 be based on a ten (10) month annual salary.

12 5. Except as specifically set forth herein, this Letter of Agreement shall not apply
13 to any NTTP who is already working under an existing individual contract.

14 D. The following Articles of the State-Union Agreement shall apply to NTTPs so long as
15 the individual NTTP meets all eligibility requirements under each enumerated provision:

16 Article V-Academic Freedom

17 Article VI-Dues Deduction

18 Article XIX-Health Benefits

19 Article XXIII-Travel Reimbursement, when travel is required by the
20 College/University

21 Article XXIV-Sick Leave A & C

22 Article XXV-Holidays*

23 Article XXIX-Personnel Files

24 Letter of Agreement IV-Health Benefits in Retirement

25 Letter of Agreement XI-Pension

26 *NTTPs will not be eligible for an alternate day off in the event they are required to work
27 on a legal holiday or on a holiday declared by the Governor.

28 Additional Articles of the State-Union Agreement may be applied in whole or in part to
29 NTTPs through Local negotiations.

30 E. The STATE and the UNION agree that the provisions of this Letter of Agreement
31 shall apply equally to all negotiations unit members employed as NTTP. The STATE

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1 and the UNION agree that there shall be no intimidation, interference, or discrimination
2 because of age, sex, sexual orientation, marital status, familial status, race, color,
3 creed, national origin, disability, physical handicap, or political activity, private conduct
4 or union activity, which is permissible under law and which does not interfere with an
5 NTTP employee's employment obligation or because of their liability for service in the
6 Armed Forces of the United States.

7 **F. Local Agreements**

8 Subject to the parameters set forth herein, all terms and conditions of employment
9 regarding NTTPs shall be Locally negotiated in accordance with the New Jersey
10 Employer-Employee Relations Act and its governing regulations, provided that (a) no
11 College/University shall impose any negotiable terms or conditions of employment upon
12 a Local union without exhausting PERC's impasse procedures (N.J.A.C. 19:12-1.1) and
13 (b) such agreement regarding terms and conditions of employment, once negotiated or
14 imposed pursuant to this Letter of Agreement shall be enforceable through binding
15 arbitration and subject to the provisions under Article VII.

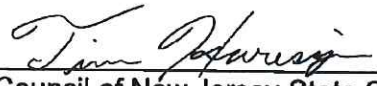
16 This Letter of Agreement shall not apply to employees at Thomas Edison State
17 University.

DATED: January 28, 2020

DATED: January 22, 2020



State of New Jersey



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