

July 1, 2011 - June 30, 2015
NJIT/PSA/AAUP AGREEMENT

Agreement Between:

New Jersey Institute of Technology
and
NJIT Professional Staff Association, Inc./AAUP

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PREFACE

This Agreement made and entered into this 8th day of October, 2013 by and between New Jersey Institute of Technology, hereinafter referred to as the "Employer", and New Jersey Institute of Technology Professional Staff Association, Inc./AAUP, hereinafter referred to as the "Association", witnesseth: Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing. Now therefore, it is mutually agreed as follows:

ARTICLE I

PURPOSE

The parties express their goal of maintaining harmonious relations in establishing responsible and accountable terms and conditions of employment and in effectively resolving disputes. In order to enhance the educational mission of the University, the Association and the Employer agree to work together through collective negotiations, shared governance and collegial decision-making to achieve excellence in teaching and research and to establish sound working conditions necessary to attract and retain Faculty and Professional Staff to fulfill the University's mission.

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Association as the exclusive collective negotiating representative for a negotiating unit composed of faculty and all Professional Staff employees including:

A. All Full Time Teaching Staff as Follows:

1. Distinguished Professor
2. Professor
3. Associate Professor
4. Assistant Professor
5. Lecturers, including, but not limited to, University Lecturer and Senior University Lecturer.

B. Academic Administrators Holding Faculty Rank:

The following positions are recognized relative to faculty and associated administrative and professional duties, excluding supervisory duties as defined by the New Jersey Public Employment Relations Commission (PERC):

1. Department Chair
2. Sponsored, Foundation or Endowed Chair
3. Assistant or Associate Dean
4. Center or Program Director
5. Head Librarian

C. All full-time Visiting Professors who hold a tenure-track or tenured position at another institution, upon entering his or her second consecutive term of full-time appointment in said position(s), and all contractual term Research Professors and Visiting Professors without a tenure track or tenured position at another institution, upon hire.

D. All full-time, Professional Staff who are non-supervisory as defined by PERC and below the level of an administrative or professional director/head of any department, office, center, division, or program, and including associate directors, assistant directors, administrative assistants I, program or function coordinators, assistants to deans, assistants to directors, assistants to department and/or sponsored chairs, assistants to department heads, program or function managers, professional librarians, program, function or center supervisors, and operational specialists in professional fields.

E. Excluded from PSA recognition are: All deans, associate deans without academic rank, assistant deans without academic rank, center or program directors without academic rank, Head Librarian without academic rank and temporary teaching or research staff.

1. Temporary staff are those filling positions that neither constitute part of the Employer's regular, continuing, position roster nor are budgeted for more than one academic year for teaching staff or one full fiscal year for Professional Staff.

F. Also excluded are all clerical employees, security officers/dispatchers, police officers (including patrol officers, sergeants and lieutenants), craft employees, confidential employees, managerial executives, PERC defined supervisory employees, full-time assistant coaches, part-time employees, student employees, all employees properly included within all other collective negotiation units and all others not specifically included under provisions A., B., C. and D. above.

1. Part-time employees excluded from recognition hereunder, include both academic personnel and Professional Staff who are employed in positions constituted by the Employer to provide no more than sixty percent (60%) of a full-time workload. Employees hired into positions at greater than the sixty percent (60%) threshold shall participate in negotiated university benefits on a pro rata basis and shall participate in State of New Jersey programs, in which the Employer participates, in accordance with the program parameters.

G. In the event of the creation of a new job title, such title shall be subject to evaluation by a committee consisting of a member of the Association Governing Board and a member of the Administration in order to determine whether such title appropriately belongs in the bargaining unit. In the event of a decision by the Employer adverse to the position of the Association, such decision shall be resolved in accordance with the rules and regulations of PERC.

ARTICLE III

NEGOTIATING PROCEDURE

A. The Association shall present to the Employer its demands in writing relating to terms and conditions of employment on or before October 1, in the year before the expiration date of this Agreement. On or before November 1 of that year, the Employer shall meet with the Association for the purpose of negotiating, in good faith, a mutually acceptable Agreement.

B. As part of the negotiations for a successor Agreement, the parties agree that the failure of the Association, in any one year or any number of consecutive years, to present a demand for the purpose of negotiations or to participate in negotiations concerning terms and conditions of employment, establishment of new work rules or modifications of existing work rules, shall not constitute a waiver of the right of the Association to perform the function of exclusive representative as constituted by the New Jersey Employer-Employee Relations Act, and as amended.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged or modified by this Agreement and the system of faculty governance at New Jersey Institute of Technology.

C. The Employer retains its responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law governing the conduct and activities of employees not inconsistent with the expressed provisions of this Agreement and subject to recognition of the fact that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association or determined by faculty governance as it functions at New Jersey Institute of Technology, before they are established.

ARTICLE V

RIGHTS OF THE ASSOCIATION

A. Dues Deduction

1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52: 14-15.9e, as amended), the Employer agrees to deduct from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, the Association dues of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.
2. The amount of the Association dues shall be such amount as shall be certified to the Employer by the Association at least thirty (30) days prior to the date on which deductions of Association professional dues are to be begun.
3. The deductions of Association dues made from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, pursuant hereto shall be remitted by the Employer to the Association before the fifteenth (15th) day of the calendar month succeeding that in which such deductions are made, together with a list of the names of Association members from whose pay such deductions were made.
4. The Association agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction and the Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association as provided. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

- a. Subject to the conditions set forth in 1.b. below, all eligible nonmember employees in this unit will be required to pay to the majority representative beginning thirty (30) days after signing of the Agreement a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be

deemed to require any employee to become a member of the majority representative.

- b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through the calendar year, after which it shall be discontinued unless the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, at which time the agency fee plan shall be reinstated with proper notice to affected employees.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

2. Amount of Fee

Prior to the beginning of each contract year, the Association will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be certified to the Employer thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

The Employer shall deduct the representation fee as soon as possible after the tenth day (10th) following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status. For purposes of Section B., individuals employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The Employer shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues shall only be available to the Association if the procedures hereafter are maintained by the Association.

The burden of proof under this system is on the Association.

The Association shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Association that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Association to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Association.

The Association shall submit a copy of the Association review system to the Office of General Counsel. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.

If dissatisfied with the Association's decision, the employee may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from the Employer's agreement to make deductions in accordance with this provision. The Employer shall not be liable to the Association or employee for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

C. Deduction of Retroactive Dues and Representation Fees

In the event that the Employer has not made the proper deductions of union dues and/or representation fees for any employee represented by the Association due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, the Association agrees that retroactive deductions of the amounts past due shall commence in the month immediately following the month in which the discrepancy is discovered. The Employer shall prorate the amount of retroactive dues or fees over the next six (6) months of the affected employee's employment or until the employee's separation from the university, whichever is earlier. The Employer shall provide the Association a list of all employees for whom retroactive deductions are being made, the amount of the retroactive deduction for each pay period and the starting and ending dates of the retroactive deductions. The Association agrees to indemnify the Employer for all claims by any employee for whom retroactive dues or fee deductions are made pursuant to this Agreement and save it harmless from any monetary liability for payments made in the Employer's proper performance of this obligation.

D. The Employer agrees to recognize those members of the negotiating unit not to exceed five (5) who are designated by the Association as Association Representatives for collective negotiations by written notice of the names of such members of the negotiating unit given to the Employer. This section shall not preclude either party from inviting others to attend

collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

E. Representatives of the Association shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the university is normally open provided that they shall not interfere with or interrupt normal university operations.

F. Whenever any representative of the Association is scheduled to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay nor be expected to compensate in any other way for time spent in carrying out such responsibilities. However, both parties shall make reasonable efforts to avoid scheduling negotiations or grievance procedures in such a manner as to interfere with the meeting of scheduled classes.

G. The Association shall have the right to make reasonable use of university facilities and equipment, including available duplication, computer, office, and audiovisual equipment, all in accordance with university procedures. The Association shall pay reasonable costs for the use of such facilities and equipment.

H. The Association shall have the right, without seeking permission or approval, to post on bulletin boards, bulletins and notices to the employees it represents relevant to official Association business.

I. The Association has the right to receive copies of all communications sent to PSA-represented employees concerning discipline, or matters that may result in discipline ("disciplinary communications"), at or about the same time that such communications are sent to the PSA-represented employees to whom the communications are addressed. In addition, subject to any law, regulation, subpoena or governmental order precluding such, the PSA shall be copied on any university-issued written communication to the employee, seeking to meet with the employee: (a) when such meeting is called to communicate disciplinary action to the employee; (b) when disciplinary action is foreseeable as a possible outcome of such meeting, or; (c) when such meeting is called to investigate or discuss a possible violation of university policy by the employee interviewed. Copies shall be sent to the PSA care of the PSA office. Communications can be sent electronically. This provision does not apply to performance evaluations conducted pursuant to Article IX.C of this Agreement or evaluations conducted pursuant to policies governing faculty re-appointment, promotion and tenure reviews, unless it is communicated in such reviews that suspension or termination from employment is contemplated.¹

¹ By agreeing to this provision the PSA is not waiving its position that NJIT is legally obligated, independent of this provision, to provide it with disciplinary communications, nor is it waiving its right to seek any legal remedies to which it might otherwise be entitled in the event that disciplinary communications are not timely sent to the Union in the future. Similarly, by agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated, except to the extent that it is bound by this provision, to produce any or all disciplinary documents to the PSA. By agreeing to this provision the PSA does not waive its right to assert that NJIT is obligated to produce any specific document, or class of documents, including but not limited to evaluation documents, that it believes it requires in order to provide representation to NJIT employees within its collective negotiation unit. Similarly, by

ARTICLE VI

GRIEVANCE PROCEDURE

A. Preface

Any member of the bargaining unit or the Association on behalf of any member of the bargaining unit or on its own behalf may grieve alleged violation of the Collective Bargaining Agreement, applicable policy(ies) and regulations and administrative determinations made without just cause affecting the bargaining unit member. There shall exist two (2) separate exclusive processes to respond to such grievances. All grievances except for those involving promotion, and/or tenure denial or non-reappointment of non-tenured faculty shall proceed through and in accordance with that process set out by provision B., Grievances Alleging Policy and Contract Violations (non-Tenure), below. All grievances, by faculty, surrounding determinations regarding promotion, and/or tenure and all those regarding non-reappointment of non-tenured faculty shall proceed through and in accordance with that process set out by provision C., Faculty Tenure; Promotion; Non-Reappointment Grievances, below. Challenges regarding merit pay shall be exclusively addressed through the procedures set forth in Article IX, X and XI.

B. Grievances Alleging Policy and Contract Violations (non-Tenure)

1. Time Parameters

The purpose of this process is to assure prompt and equitable solutions to the problems arising from the administration of this Agreement or other conditions of employment. Such promptness is an essential element. Failure of a grievant to meet any of the calendar limitations stipulated in the procedure below will constitute a waiver of his/her rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. Time limits provided in this Article may be extended by mutual agreement of the parties. It is understood, however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration.

agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated to produce any specific document, or class of documents, to the PSA.

2. Procedure for Handling Grievances

a. Step One

A Grievant shall set forth his/her grievance, in writing, specifying the facts involved, the alleged improper action and the requested remedy. This grievance must then be discussed formally with the appropriate Dean or Director. The Dean or Director shall provide written response to the grievant, with a copy to the Vice President of Human Resources within ten (10) days following the discussion. All settlements of grievances at this level are expressly without precedent.

b. Step Two

Within forty (40) calendar days after the date of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he/she is not satisfied or has not received response through the process provided for in Step One, submit in writing to the Vice President of Human Resources or Provost, the facts of the grievance and the desired adjustment. For grievances involving faculty, teaching staff and academic administrators, the Vice President of Human Resources shall forward the grievance to the Provost who shall designate a Step II Hearing Officer. Grievances brought by or on behalf of Professional Staff members shall be referred to the Vice President of Human Resources who shall then designate a Step II hearing officer.

The Association shall be notified by the Step II Hearing Officer in the event the grievant chooses not to be represented by the Association for the subject grievance, and an Association representative shall have the right to be present at this and all subsequent steps in the grievance procedure and to present the views of the Association. The Step II Hearing Officer, within fourteen (14) days after receipt of the written grievance, shall meet with the grievant in an effort to resolve the grievance. The Step II Hearing Officer shall indicate his or her disposition of the grievance, in writing, within fourteen (14) days of said meeting to the grievant, and the Association, with copies to the Vice President of Human Resources.

c. Step Three

If the grievance is not satisfactorily resolved at Step Two of this procedure, the grievant or the Association, on its own initiative, shall, within fourteen (14) days, from the date of notice of the Step Two response, transmit the grievance to the Provost or the Vice President of Human Resources, depending upon whether the

grievance involves Professional Staff or faculty. The Provost, or the Vice President of Human Resources, as applicable (the Step III Hearing Officer) may hold a meeting on the grievance if he/she deems it necessary. The Step III Hearing Officer shall review the grievance record and shall issue a written response to the grievance within twenty (20) days following notice of the Step Three transmittal.

d. **Step Four**

If the grievance is one which can be carried beyond Step Three and no satisfactory solution has been reached, and the Association desires to institute binding arbitration proceedings, it must, within thirty (30) days of notification of the Step III reply, give proper notice to PERC with a copy to the Vice President of Human Resources, who shall provide copies to the General Counsel and the Provost. Such binding arbitration proceedings shall be in accordance with the rules and regulations of PERC.

e. A grievance alleging a violation of the negotiated Agreement may be resolved by settlement only if agreed to in writing by the Employer and the Association.

f. Copies of the written decision reached at each formal step of the grievance procedure together with all written documents specifically cited as rationale for the decision shall be provided to the Association within fourteen (14) days of specific request for documents by the Association.

3. **Parameters on Arbitration:**

a. The only grievances which may be processed beyond Step Three and which may be arbitrated are those based upon an allegation that there has been a violation of this locally negotiated Agreement, including negotiated terms and conditions of employment embodied in university policy and regulation incorporated into the Agreement by reference.

b. The Arbitrator shall have no authority to rule on grievances which concern actions taken by individuals or officials outside of the university, or which relate to governmental statutes or regulations affecting terms and conditions of employment.

c. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement, any policy of the Employer, or any official agreement secured through faculty governance.

- d. Fees and expenses of the Arbitrator, as such occur, shall be shared equally by the Employer and the Association.

C. Faculty Tenure; Promotion; Non-Reappointment Grievances

1. Grievance Process

- a. The purpose of this exclusive process is specifically to provide the faculty recipient of an unfavorable tenure, promotion or non-reappointment determination, an opportunity to have such determination(s) expeditiously reviewed by the Employer, through an exclusive, binding and final process, to ensure the determination is not the result of a violation of procedure or capricious or discriminatory treatment of the grievant of substantial prejudicial affect upon the substantive academic decision rendered. A finding by the authorized designee of the Parties to the Agreement, of a substantial violation of procedure and/or caprice and/or discriminatory treatment, unduly prejudicing the affected faculty member, shall result in remand, only, to academic process for academic reconsideration absent those specific process irregularities and/or improprieties unduly affecting and prejudicing the original determination grieved pursuant hereto. Nothing herein shall modify or abridge the authority of the President and the Board of Trustees of the Employer from utilization of the management prerogatives specifically retained, pursuant to this Agreement, relative to promotion, reappointment and tenure.

- b. The provisions concerning the requirements of timely filing and notice, in Article VI, Grievance Procedure, provision B., **Grievances Alleging Policy and Contract Violations (non-Tenure)** and D., Notice, herein, shall apply with equal force to all steps of Article VI, Grievance Procedure, provision C. Faculty Tenure; Promotion; Non-Reappointment Grievances, above. It is further expressly understood that no procedural defect in original academic determination grieved, pursuant hereto, or in the process hereafter set out, shall result in reappointment, tenure or promotion; these are deliberative processes that may not be gained through error, omission or default in action.

2. Procedure for Handling Faculty Promotion, Tenure and Non-Reappointment Grievances

a. Step One

The grievant must file his/her grievance, in writing, with the appropriate Dean, setting forth a summary of facts relied upon in

making the specific claim of redressable impropriety in the promotion, tenure and/or reappointment process that serves as the basis of the grievance. Any and all grievances must be filed at Step One within thirty (30) calendar days of notice to the grievant of the academic decision grieved.

Within ten (10) days following formal filing with the Dean, consistent with the notice provisions herein, the Dean or his/her designee shall provide a meeting with the grievant (and Association representative if the grievant so desires) to hear the grievance and review its procedural and substantive merit. Within ten (10) calendar days following the grievance meeting, the Dean or his/her designee shall provide written response to the grievant, the Vice President of Human Resources and to the Association, disposing of the grievance, either affirmatively or negatively, and with or without conditions or qualifications.

b. **Step Two**

Within fourteen (14) days following noticed disposition of the grievance at Step One, if the grievant remains dissatisfied with the imposed or proposed resolution at Step One, the grievant may advance the grievance to Step Two for review and response from the Provost or his/her designee.

The grievance as submitted to Step Two must specifically identify those aspects of the Step One response that are unsatisfactory and why. It must explicitly state why the grievance is valid, attaching or identifying all evidence in support of such continuing claim. The redress demanded must be specified.

Within fourteen (14) days following formal filing with the Provost, consistent with the notice provisions herein, a hearing with the grievant and an Association representative, if the grievant so desires, shall be conducted for the purpose of procedural and substantive review of the merit of the claim(s). Within fourteen (14) days following the hearing, the Provost or his/her designee shall provide written response to the grievant disposing of the grievance, either affirmatively or negatively and with or without conditions or qualification(s), and setting forth specific reasons for the disposition. A copy of the disposition shall be forwarded to the Vice President of Human Resources and the Association.

c. **Step Three**

Within fourteen (14) days following noticed disposition of the grievance at Step Two, if the grievant and the Association remain

dissatisfied with the imposed or proposed resolution at Step Two, the Association may file the grievance with the university Academic Process Review Committee ("APRC") in the manner set forth in D(4) of this Article, for final, exclusive, formal disposition of the grievance, within the parameters set out below:

i. University Academic Process Review Committee (APRC) Term and Composition

The APRC shall serve one (1) year terms to expire at the close of each fiscal year of this Agreement (June 30). However, the APRC shall retain jurisdiction to hear all grievances, formally filed and appropriately at Step Three herein, during its term. Subject to c.iii. below the APRC shall be comprised of four (4) university employees, two (2) selected by the Association and two (2) selected by the Employer. Selection may come only from among those faculty at the rank of Professor and Distinguished Professor. Additionally, neither the Provost, the University President, the Association President, the Association Grievance Chair nor any prior step hearing officer may serve as a member of the APRC.

- (1) All members of the APRC must, during his/her term, abstain from discussion and voting on promotion, tenure and/or reappointment decisions concerning faculty within the APRC members' respective academic department.

ii. APRC Charge

The APRC's purpose, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly and exclusively directed and limited to review of the functioning of the academic process in issue, for a determination of whether there exists substantial process failure, resulting in capricious determination, or substantial procedural violation or discriminatory treatment by the university bodies so charged to render the academic and/or employment recommendation(s) or judgment(s) that serve as the subject of the grievance. The members of the APRC must reduce their collective findings to writing and failing consensus, each dissent therefrom must be expressed, in writing and available to the university, the Association and an arbitrator as selected pursuant to Agreement.

The APRC is also charged with reviewing merit appeals filed by Faculty and Lecturers. Its role in this regard is addressed separately, below, in the Sections of the Agreement addressing compensation.

iii. APRC Authority

The APRC's disposition, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly limited to either dismissal of the grievance with prejudice or remand to academic process, where process failure is found, for reconsideration, in compliance with university policy, absent the process failure determined. Remand or Dismissal shall be unconditional. Recommendation may be made for disqualification, from remanded review, of an individual, group of individuals or entire APRC, if the APRC finds prejudice is unabateable upon remand, except that recommendation that the university President be disqualified in his/her role as Employer is prohibited.

iv. Investigative Process

The APRC shall be entitled to official minutes of deliberative meetings of the Department and University Promotion and Tenure APRC that pertain only to the grievant. Additionally, the APRC shall be entitled to that packet of material as submitted by the grievant for review in accordance with established procedures. The APRC may call pertinent witnesses from the recommending bodies, the Employer or others who the APRC has identifiable reason to believe hold information relevant to disposition. Disposition shall be in writing and noticed to the Employer and Association and shall be based upon majority determination. Under no circumstances shall the APRC substitute its judgment for the academic judgment rendered by the bodies/persons charged with making such judgments.

v. Advocacy

Within thirty (30) days after the filing of the grievance to Step Three, the grievant must submit a detailed statement to the APRC and the Employer setting forth the evidence (including a list of documents and a summary of testimony

of proposed witnesses) which the grievant intends to submit in support of his/her grievance. Within twenty (20) days after the submission of the grievant's detailed statement, the Employer may submit a responsive statement to the APRC setting forth its evidence (including a list of documents and a summary of proposed witnesses) in opposition to the grievance. Within ten (10) days after receipt of the Employer's Statement, the APRC shall schedule one or more hearings at which evidence may be presented.

Representatives of the Employer and/or the Association may file written briefs and/or make oral argument in support of or in opposition to the grievance. Said advocacy shall not be denied if and when opted, and must be considered in final determination to the extent such advocacy is timely submitted and relevant to the issue before the APRC. Briefs must be submitted, to the APRC, within fourteen (14) days of the final hearing date, in duplicate. One (1) copy shall be transmitted to the opposing advocate when all briefs are in. Argument not made before the APRC is discouraged from appearing in the brief for the first time. Such argument may be excluded from consideration by the APRC. Submission of reply briefs shall generally be unavailable. However, upon request to the APRC, based upon argument not made theretofore, reply briefs shall not be unreasonably denied the advocates.

vi. **Parameters on Remand**

While the APRC is free to offer recommendation on improved process it shall not direct a schedule of compliance nor impose substantive or procedural regulation of the outcome or the process, beyond that available as codified policy relative to reappointment, promotion and tenure. If on remand, a prior academic judgment is overturned and tenure and/or promotion and/or reappointment is awarded, a grievant shall be made whole by ensuring no contractually guaranteed salary at the rate paid for the new position (i.e., tenure and/or promotion and/or reappointment) at the time of the academic decision overturned is lost to the grievant. This is the only, exclusive restitution available to a grievant under this provision of the Agreement.

vii. APRC Deadlock

Should the APRC fail, following a total of one hundred and twenty (120) days for investigation and deliberation of the submitted grievance, to determine, through majority decision, the limited issue(s) before it, then and in that event, the parties shall stipulate the record before the APRC and present same to an arbitrator/mediator, selected by the parties or, failing agreement between the parties, by PERC for decision within the guidelines herein established. The arbitrator/mediator shall question the parties for purposes of clarification of the record, however, there will be no other further advocacy allowed. The mediator's/arbitrator's jurisdiction shall be limited to determination as to whether the record before him/her compels remand under the enabling provision; C., Faculty Tenure; Promotion; Non-Reappointment Grievances, 1.a. Grievance Process, supra.

viii. Decision Finality with Prejudice

Remand shall be available only once per academic process determination, based upon the same set of facts. A grievance claiming failed academic process, for the limited enabling reasons set out, supra, shall therefore, be heard but once, through to its conclusion as set out herein, unless the grievance is based upon an entirely different claim from that of original grievance and charges a new set of factual errors, omissions or misconduct not in existence at the time of the original grievance.

D. Notice Under This Article

1. Grievant

Notice to the grievant shall be deemed to have occurred upon actual receipt by grievant of such notice or five (5) days following posted mailing to the grievant's last known address, through the U.S. mail, whichever first occurs.

2. Employer

Notice to the Employer shall be deemed to have occurred upon actual receipt by the Employer's designated representative of such notice or, if mailed in the continental United States, five (5) days following posted mailing to the Employer's designated representative at the correct university address for such representative, through the U.S. mail, whichever first occurs. If not mailed in the continental United States,

notice to the Employer shall only be deemed to have occurred upon actual receipt by the Employer's designated representative.

3. Association

Notice to the Association shall be deemed to have occurred upon actual receipt by the Association President or expressly authorized designee, of such notice or five (5) days following posted mailing to the Association President or expressly authorized designee at the last known address, through the U.S. mail, whichever first occurs.

4. Academic Process Review Committee

Notice to the APRC shall be deemed to have occurred upon actual receipt by the APRC, c/o Provost's Office, of such notice or if mailed in the Continental United States, five (5) days following posted mailing to the APRC, c/o Provost's Office, at the correct university address, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the APRC shall only be deemed to have occurred upon actual receipt by the APRC.

5. Days

For purposes of timely filing and advancement of grievances only, unless otherwise expressly referenced herein, days shall refer to calendar days, excluding all university holidays and recesses (including summer recess) and all federal holidays whereby the U.S. Postal Department closes services.

ARTICLE VII

ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in New Jersey Institute of Technology. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with the university activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antitheses of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

A. Academic Freedom

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for the pecuniary return should be based upon an understanding with the authorities of the Institution.
2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful to present the various scholarly views related to his/her subject and avoid presenting totally unrelated material. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

B. Academic Responsibility

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE VIII

SICK TIME AND LEAVES OF ABSENCE

A. Sick Leave

1. Accrual

New employees shall earn one (1) working day or seven (7) hours per calendar month to the end of the fiscal year. Thereafter, employees employed on a 12 month basis shall earn 1-1/4 working days or 8.75 hours

or which is equivalent to fifteen (15) working days (105 hours) per full fiscal year thereafter. Employees with annual appointments of less than 12-months shall earn and be entitled to prorated, sick leave annual benefits. For example, Instructional Staff members (Faculty and Lecturers) with 10 month appointments shall earn sick time during the ten (10) months when they are normally on payroll, which is equivalent to 12.5 days of sick leave (87.5 hours) per full fiscal year.

2. Use of Sick Leave

- a. Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family (father, mother, spouse, child, foster child, sister, brother, grandmother, grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.
 - i. Use of sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.
 - ii. Unless otherwise authorized under the provisions of the university's Family and Medical Leave Policy, emergency attendance on a member of the immediate family shall be limited to a maximum of fifteen (15) days per enabling occurrence. Exceptions to this limitation may be authorized only by the Vice President of Human Resources or his/her designee.
- b. Accumulated sick leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave used for bereavement shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human Resources or his/her designee.
- c. All unused sick leave may be accrued with no maximum limit.

- d. Medical validation of the need for sick leave will be required when there is specific evidence of abuse of the leave and/or when the leave exceeds five (5) consecutive days or a total of ten (10) days within the fiscal year, as more fully detailed below.
- e. Sick leave benefits are not available, shall not accrue, nor shall there be any payment in lieu thereof, while any Professional Staff member is in unpaid employment status with the university. Further, in order to use a banked sick leave day, the Professional Staff member must be in paid employment status at least one day prior to the sick leave benefit sought.
- f. Employees whose sick accrual is prorated in accordance with Article VII.A.1, above, will not be charged sick days during periods when they are not normally on payroll.

3. Authorization

a. Anticipated Leave

Any proper usage of sick leave anticipated in advance must be requested as far in advance as practicable and approved by the employee's immediate supervisor prior to usage. Approval will not be unreasonably denied. Examples of anticipated leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short-term care for an ill member of the immediate family. Within a reasonable period of time following use of sick leave for this purpose the employee upon request by the Employer must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.

b. Unanticipated Leave

Use of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by following such procedure specifically directed by the employee's supervisor to notify the Employer of unanticipated sick leave.

4. Validation

- a. In accordance with State and Federal regulations, the Employer may preliminarily designate an employee who has been absent for three (3) or more consecutive days or who has exhausted his/her earned sick leave banks on Family Leave, pending medical certification. Family Leave may at the option of the Employer run concurrently with sick leave usage.
- b. Long term absences for sick leave that exceed the 60 days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every 30 days.
- c. If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness or injury enabling sick leave usage. An employee absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling sick leave usage.
- d. The employer may investigate cases where there is reasonable suspicion of abuse or patterned absenteeism. If justified, and regardless of the threshold absences set forth in (c) above, the Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave for a period not to exceed one year.
- e. Sick leave taken for purposes of Bereavement, pursuant to provision A.2.b. above, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement. The Employer may request that Bereavement leave be validated through independent written documentation.
- f. Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of an employee, the five (5) and ten (10) day validation requirement shall be waived as a matter of regular course, however, upon reasonable suspicion of abuse following fifteen (15) days usage of sick leave during fiscal year the Employer, the Union and Employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical

recertification and following fifteen (15) days usage in a fiscal year on account of said illness, provide additional recertification of the chronic illness.

5. Confidentiality of Records

All medical reports and diagnosis provided pursuant to this Article shall remain confidential with the Department of Human Resources and the Office of General Counsel only.

6. Unused Sick Leave - Retirement

Subject to the provision of N.J.S.A. 11A:6-17 and rules and regulations promulgated thereunder, a full time member of the professional staff or faculty member for the period of time in which they officially served in an administrative capacity pursuant to the provisions of a State administered or approved retirement system, and has to his/her credit any earned and unused accumulated sick leave accrued during service in an administrative capacity shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one (1) year of the effective date of retirement.

B. Family Leave

The university maintains a Family Leave Policy that complies with the requirements of Federal and New Jersey law, and such policy is available to employees on its web site at <http://www5.njit.edu/humanresources/benefits/other-leaves.php>. In the event that the university intends to amend the policy with regard to negotiable terms and conditions, it shall provide the PSA notification of the proposed changes. If the changes are required by changes in extant Federal or State law or regulation, the university may amend the policy accordingly, but shall notify the PSA in advance of any such amendments. In the event that the PSA demands negotiations concerning proposed changes, it shall do so in writing within sixty (60) days, to the Vice President of Human Resources, with a copy to the General Counsel, in which case the parties will proceed with good faith negotiations concerning the proposed changes, consistent with their rights and

obligations under law. If the university receives no written demand by the PSA for negotiations within such time, the University may proceed to implement such changes.

C. Other Leaves of Absence

1. Eligibility

- a. Any employee who is not entitled to or has exhausted other leave benefits may apply for an unpaid leave of absence.
- b. No employee who is entitled to leave under the New Jersey Family Leave Act or the Federal Family Leave Act shall be denied the right to use any period of leave required under these laws using the procedures set forth in the laws and applicable regulations.

2. Procedure

- a. All applications for an unpaid leave of absence shall be made in writing. The application shall include a specific statement of the reasons for the leave request, the date on which the leave is requested to begin and the date the leave is requested to end.
- b. All requests for unpaid leave of absence shall be made as far in advance as possible.
- c. Application for leave must be submitted to the employee's immediate supervisor. In the event that the reason for the leave requires confidentiality, the employee may submit the application to the Department of Human Resources instead of the immediate supervisor. In that case, the employee shall inform the supervisor in writing that an application has been submitted to Human Resources and shall specify the beginning and ending dates for the leave as requested on the application.
- d. Except where an emergency requires a quicker response, the Employer shall act on the application for an unpaid leave within two (2) weeks from the date of the application and shall provide the employee with its decision in writing. If the request is denied in whole or in part, the reasons for the denial shall be set forth as part of the written decision.
- e. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.

- f. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.

3. Reinstatement

- a. An employee who is ready and able to return after completion of a short-term leave of a total duration of ninety (90) consecutive calendar days or less shall be returned to his/her former position or an equivalent position with equivalent pay and fringe benefits including retirement system benefits.
- b. The Employer will make every reasonable effort to reinstate an employee who is ready and able to return to work after completion of a long-term leave of a total duration of ninety-one (91) consecutive calendar days or more to his/her former position or a comparable position. Except where otherwise required by law, there is no entitlement to a position with the Employer following a long-term leave of absence.
- c. If at the employee's scheduled return to work, the Employer reasonably determines that reinstatement will jeopardize the health and safety of the employee, other employees or the students, and provides the employee with a statement of the basis for its determination, the Employer may require that the employee submit a certification from a licensed professional (doctor, psychologist or other appropriate specialty) attesting to the employee's fitness prior to permitting the employee to resume work. The Employer may also require examination and certification of the employee for return to work by a physician of its choosing and its own expense prior to reinstatement.
- d. The reinstatement provisions set forth herein shall not be unreasonably applied by the Employer nor abused by the employee.
- e. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this agreement. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.
- f. Accepting employment with another employer while on a leave of absence will result in the forfeiture of the leave and all associated

benefits and will result in the immediate termination of university employment, unless such other employment was expressly understood as part of the reason for the leave and approved in advance by the Employer.

ARTICLE IX

PROFESSIONAL STAFF

A. Employment Basis

A Professional Staff member who enters his or her fourth or fifth year of employment on their anniversary date between July 1, 1977 and July 1, 1978, and who thereafter continues working in, or is transferred into a position for which tenure is not available, shall complete a probationary period of five (5) years from date of last hire and thereafter shall not be discharged except for just cause

All Professional Staff members who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. The probationary period for those who are reclassified into a bargaining unit position shall be no more than one year, further reduced by that period of time certified as working at the reclassified level of responsibility and accountability. Following the completion of their initial probationary period Staff members shall, during the next two full fiscal years, receive one (1) year contractual appointments. In addition, the following rules shall apply:

1. Following the end of the probationary period through the next two (2) consecutive, full, fiscal years of annual or multiyear contractual appointment, Professional Staff shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).
2. Effective July 1, 2014, Professional Staff members who have completed their probationary period, and two (2) subsequent consecutive full fiscal years of service, shall, upon appointment to a fourth year, and commencing that fourth year of service, attain Just Cause Status. Professional Staff who have previously been appointed to a fourth year shall also, effective July 1, 2014, attain Just Cause Status. An employee with Just Cause Status shall maintain their employment at NJIT from year to year, and may only be terminated for just cause, except in the case of layoffs, in accordance with the provisions set forth in the Collective Agreement.
3. If a Professional Staff member with Just Cause Status is formally promoted into another Staff position in the bargaining unit, he/she enters into a one (1) year probationary period, after which, when successfully

completed, Just Cause Status applies in the new position. The one (1) year probationary period may be waived.

If a Staff person, who has completed their probationary period but has not yet attained Just Cause Status, is formally promoted into another Staff position in the bargaining unit, they shall not be required to serve a probationary period in their new position.

Formal promotion is herein defined by the Department of Human Resources as a position with greater responsibility within the bargaining unit.

4. If a Staff person with Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.J of the Collective Agreement, and returns to a PSA position, no new probationary period shall be served. If a Staff person without Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.J of the Collective Agreement, and returns to their previous PSA position, they will, upon return to their previous position, revert immediately to their previous status, without loss of seniority or credit for time served towards attainment of Just Cause Status.
5. If a Staff person with Just Cause Status applies for a new or the same position in the same or a different department, he/she enters into a one (1) year probationary period after which, when successfully completed, Just Cause Status applies in the new position. The one year probationary period may be waived.
6. If the administration initiates a reclassification or a transfer into a different department/division no probationary period applies, and seniority credit towards attaining Just Cause Status is retained.
7. If the administration initiates reorganization which results in layoff of an employee with Just Cause Status, and the employee bumps into a new position, or is recalled to a new position after layoff, such employee shall serve a six (6) month probationary period after which Just Cause Status shall apply. In such cases, where the employee has not yet attained Just Cause Status, but has completed their probationary period in their previous position, upon completion of a six (6) month probationary period in the new position their seniority credit towards attaining Just Cause Status shall be restored. The six (6) month probationary periods under this provision may be waived.
8. The Employer shall provide the Association with written rationale for a reorganization based position deletion for any position holding “just cause” status. The content of this rationale shall not be grievable.

9. If a Staff person with Just Cause Status leaves a PSA-represented position to serve in another non-PSA-represented position at NJIT, and subsequently returns to a PSA-represented staff position he/she shall serve no more than an 18 month probation, after which time he or she will again attain Just Cause Status. Just Cause Status may be reinstated immediately upon rehire into a PSA-represented position, or after a period of less than 18 months.
10. The decision whether to waive the probationary period, or any portion of a probationary period, under Article IX.A.3, 5, 7 and 9, is a non-grievable discretionary decision. The PSA shall receive formal notification of any waivers given pursuant to these provisions.
11. Prior to July 1, 2014, the effective date of the new provisions governing Just Cause Status, any Staff who has attained a Contractual Expectation Interest, pursuant to the terms of the 2003-2007 Agreement as modified by the November 2009 Memorandum of Agreement, as the result of completing six (6) full fiscal years of employment at NJIT from their date of hire, shall retain such an Interest. Effective July 1, 2014, Contractual Expectation Interest for Professional Staff members shall no longer exist under the Agreement.

Professional Staff members who have Just Cause Status prior to July 1, 2014, pursuant to the terms of the previous Agreement, based on the fact that they entered their fourth or fifth year of employment on their anniversary date between July 1, 1977 and July 1, 1978, shall retain such status prior to July 1, 2014, and thereafter.
12. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff employee. Layoff due to reorganization based position deletion must be preceded by sixty (60) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff member. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.
13. A Professional Staff member without Just Cause Status shall be entitled to at least thirty (30) calendar days' notice of non-reappointment. In lieu of the thirty (30) calendar days' notice requirement, the Employer may, in its discretion, provide equivalent salary compensation to the employee, waive the notice requirement and release the employee from all employment responsibilities.

B. Hours of Work

1. The general business hours of university operations are Monday through Friday, from 8:30 a.m. to 4:30 p.m.; if a summer schedule of Monday through Thursday is adopted, bargaining unit members shall be notified no later than April 1 of each calendar year. In that event, general business hours of university operations will be from 8:30 a.m. to 5:00 p.m. for the duration of the period summer hours are observed.
2. For the purpose of University accounting, employees with exempt status under Fair Labor Standards Act are paid based on a 35 hour week. A full day of leave time used shall be debited as 7 hours and a half day of leave time used shall be debited as 3.5 hours. If the parties agree to a four day work week, a full day of leave time used shall be debited as 8.75 hours and a half day of leave time used shall be debited as 4.375 hours. The use of hours for university accounting purposes is not intended by NJIT to affect the exempt status of an employee or position under the Fair Labor Standards Act.
3. Release Time: Professional exempt staff is expected to work the equivalent of the hours of operation set forth in Paragraph 1, and certain positions carry the expectation of some evening or weekend work, in addition to the general hours of operation, as part of the job description. For example, certain periodic university functions occur at night or on weekends. Where work demands require employees to work substantially beyond regular business hours and beyond the defined expectations of the job, such employees may be afforded release time (time off without debit of leave banks) with the approval of both the employee's supervisor, and the appropriate Department or Division head.
4. Individual Flex-time Schedules: Individual flexible time reporting schedules deviating from the standard workday may be adopted, provided that they are consistent with business necessity and do not impair university operations. Such individual flex-time schedules either altering the starting and ending time, or reducing reporting from five days to four days must be agreed to by the employee and his/her supervisor and approved by the Vice President of Human Resources, who shall keep a record of all approved flexible time arrangements for unit members. Such reporting structures must meet the following minimum standards:
 - a. The schedule must accommodate NJIT's business interests in providing greater service to its constituencies.
 - b. No flex-time schedule will be approved that reduces the minimum number of hours worked in the work week.

- c. The work week will consist of at least four (4) days, and will not be subject to further reduction in days during summer months.
- d. Where a choice of flexible hours cannot be made available to all employees within the same bargaining unit provisions, the most senior member of the unit will be given the right of first refusal on flexible scheduling, provided that such employee is in good standing.
- e. Flexible schedules may be ended, in the discretion of the university, upon two (2) weeks' minimum notice.
- f. It is expressly understood that no flex-time arrangement shall in any way alter the expectations outlined in the unit members' position description (except as may be required as a "reasonable accommodation" to a disability defined by State and Federal law). Further, it is understood that the granting of a flex-time arrangement shall not change situations where the employer, in its sole discretion, may extend the work hours of an employee as necessary.

C. Annual Evaluations:

Commencing with FY 2015 (year 4 of the Agreement), each Professional Staff member's supervisor must annually complete a written evaluation on or before September 1st and provide a copy to the employee. Within ten (10) working days after receipt of the written evaluation, each Professional Staff employee shall have an annual, performance based, evaluation conference with his/her supervisor. Both employee and supervisor must sign the evaluation which will then be placed in the employee's personnel file within five (5) working days of the meeting. There will be a standard evaluation format used. A sample of an evaluation form using this format is attached hereto as Appendix A. The employee may provide a written commentary, including rebuttal, concerning the evaluation and forward it to the Department of Human Resources where it will be placed in the employee's personnel file and become appended to the performance evaluation.

D. Discipline:

Discipline shall mean a verbal reprimand, written reprimand, a suspension without pay, a demotion, or discharge. Following the end of their probationary period, no Professional staff member may be disciplined except for just cause. Non-renewal of an employment contract of a Professional Staff member without Just Cause Status shall not be considered disciplinary and shall not be grievable, except for those members who maintain Contract Expectancy Status prior to July 1, 2014, in accordance with Article IX.A.11, above. Dismissal from employment or demotion

based upon a layoff or operational changes made by the University shall not be construed as discipline.

Just cause for discipline, which is applicable to both contract employees and those with Just Cause Status, shall include but not be limited to violation of university rules, regulations, policies and procedures, poor/inadequate job performance, and job abandonment. This list of causes is not exclusive and discipline may be imposed for any cause or circumstances amounting to just cause. Progressive discipline need not be followed for serious misconduct.

E. Vacation Leave

1. Vacation Allotment:

Employees shall be granted an annual paid vacation for use in accordance with this provision on the following basis:

- a. Professional Staff shall be entitled to a vacation earned at the rate of one and two thirds ($1\frac{2}{3}$) days per month of employment, from the date of hire, not to exceed twenty days per fiscal year, which for payroll purposes is accounted as one hundred and forty hours (140) per year on university records. Vacation leave is administered on a fiscal year calendar. The university's fiscal year is July 1st through June 30th of the following year.

2. Vacation Use:

- a. While use of vacation accrual is based upon mutual agreement of the Employer and the employee, full usage is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. Vacation shall be scheduled and taken at a time and at intervals that are mutually agreeable to the employee and that employee's designated supervisor, except and only where superseding law and policy allow vacation to be unilaterally invoked by the employee (e.g. when taking Family Leave). It is therefore expected that vacation will be requested of that employee's supervisor well in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular work flow is minimally disrupted.
 - i. It is expected that supervisors will maintain a fully updated vacation record, showing unused accrual and usage, and will take a proactive role in scheduling vacation usage in a manner that is mutually beneficial to the university and its employees.

- ii. Vacation may be used in half days, full days, or consecutive days in a manner that permits operations flexibility and no significant disruption in university service.
- iii. Nothing herein relative to hourly accrual of vacation time pursuant to university records shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.

3. Vacation Carryover:

- a. Professional Staff shall be entitled to accrue and carry over into the next fiscal year up to a maximum of twenty-five (25) unused vacation days or one hundred seventy-five (175) hours remaining at the end of any fiscal year. Unused, accrued vacation over the maximum shall be forfeited at the beginning of the next fiscal year.

4. Vacation Payout: Upon separation from employment, unused vacation accrual computed at the daily rate of the salary of the separating employee at the time of separation will be handled as follows:

No payout of accrued vacation leave is available for any bargaining unit member except that a bargaining unit member who separates from employment as a result to layoff, pursuant to Article IX (I)(2), will receive up to twenty days of pay (or 140 vacation hours) for unused vacation allotment. In the event that a bargaining unit members receives notification of non-reappointment to their contractual position, they may use up to twenty vacation days (or 140 hours) prior to their termination date, which days will be scheduled with the approval of their supervisor. In the event a bargaining unit member has more than twenty accumulated vacation days, he/she may use any additional vacation leave time, with the consent of their supervisor. In the event a bargaining unit member gives written notice of resignation or retirement, not less than two (2) weeks prior to the planned date of separation, he/she shall be permitted to use up to ten (10) days (or 70 hours), of accumulated but unused vacation time at any time prior to the date of separation.

F. Holidays

- 1. The Employer shall provide the following paid holidays to full-time Professional Staff members of the bargaining unit:

- a. New Year's Day

- b. Martin Luther King Jr. Day
- c. Good Friday
- d. Memorial Day
- e. Independence Day
- f. Labor Day
- g. Thanksgiving Day
- h. Friday after Thanksgiving Day
- i. Christmas Day

2. In the event any one (1) or more of the regular paid holidays above listed, falls on a Sunday, the holiday shall be observed on the following Monday. In the event any one (1) or more of the regular holidays above listed, falls on a Saturday, the holiday shall be observed on the immediately preceding Friday.
3. The four (4) regular week days falling between the Christmas and New Year's holidays shall be paid university holidays provided to all full-time Professional Staff members of the bargaining unit whose service and attendance is not deemed essential to university operations during this period.
 - a. Those bargaining unit members whose attendance is required during all or part of said period shall be provided one floating holiday for each day of service to the university, up to the maximum four (4) days provided by this provision. Rules for use of floating holidays shall be governed by those applicable to Administrative Leave, as provided under provision G., Administrative Leave, infra, of this Agreement.
 - b. Prerequisite to required attendance during this period shall be the provision of written notice to all affected bargaining unit members on or before December 1st of each year.
4. The nine (9) named holidays provided under provision F. 1., herein, and the other four (4) holidays provided under provision F., 3., herein, constitute the entire paid holiday schedule provided by the Employer.
5. It is expressly intended and understood that there are no additional paid days available to Professional Staff members of the bargaining unit, except as expressly provided by other provisions of this Agreement.
6. Professional Staff members of the bargaining unit on less than twelve (12) month annual contracts shall not be entitled to payment for holidays falling during a contractual break in employment.

7. The holiday benefits, provided herein, are not available, shall not accrue, nor shall there be any banking or payment in lieu of the provided holiday scheduled, while any Professional Staff member is in unpaid employment status with the university. Further, in order to receive each or any of the holiday benefits, herein provided, the administrator must be in paid employment status at least one (1) day prior to and one (1) day after the holiday benefit sought.

G. Administrative Leave

1. A newly hired Professional Staff member of the bargaining unit shall be entitled to one-half (½) day or three and ½ hours of administrative leave after each full calendar month of employment, to a maximum of three (3) full days or twenty-one (21) hours during his/her first fiscal year of full-time Professional Staff employment.
2. The Employer shall annually provide three (3) administrative leave days to all Professional Staff members of the bargaining unit on twelve (12) month contracts, upon entering their second or subsequent fiscal year of full-time Professional Staff employment.
3. Professional Staff members of the bargaining unit employed on less than a twelve (12) month basis shall be entitled to a prorated benefit adjusted to the proportion of the schedule they are normally scheduled to work, relative to a full time twelve month schedule.
4. Administrative leave days cannot accrue beyond three (3) at any time and cannot be carried over beyond the fiscal year in which they are provided, pursuant to this provision.
5. Administrative leave days are not available, cannot accrue, nor shall there be any payment in lieu thereof, while any Professional Staff member is in unpaid employment status with the university. Further, in order to use a banked administrative day, the Professional Staff member must be in paid employment status at least one (1) day prior to and one (1) day after the administrative leave benefit sought.
6. Requests for administrative leave must be requested and approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such leave may be used for religious observance or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be 1) emergencies; 2) religious observance or days of celebration; and 3) personal affairs.

H. Professional Staff Sabbatical Leave

1. Professional Staff members of the bargaining unit shall continue to be eligible for sabbatical leaves. The individual shall submit requests for such leave accompanied by a detailed proposal of sabbatical activity to his/her supervisor for recommendation and comment. The appropriate area Vice President shall either approve or disapprove all requests on the basis of the relevance of the proposal to the university and the ability to release the individual for the period of time requested. A rejection of a sabbatical application shall be in writing with the rationale for the rejection cited.
2. Decisions of the university relative to this provision shall not be grievable.

I. Seniority

1. Recognition

New Professional Staff bargaining unit members shall be entitled to seniority after completion of their Association based probationary period. Subject to the provisions of controlling Collective Bargaining Agreement, all Professional Staff starting from their second (2nd) consecutive annual employment contract in the same job classification, shall be entitled to seniority service credit, retroactive to the initial date of hire into said specific job classification. Service credit shall be computed and earned at the rate of one (1) day of service credit for each day in active employment status. Any period of authorized leave with pay afforded pursuant to Collective Bargaining Agreement, shall not cause a break in seniority credit computation. Professional Staff employees on less than a full twelve (12) month basis shall receive seniority service credit on a pro rata basis specific to their annual schedule.

Except as expressly noted herein, seniority service credit in a new classification commences on the effective date of transfer. Seniority service credit in the former classification shall also continue to accrue after the transfer for a period of five (5) years. In the event of a transfer back to the former classification within the five (5) year period, the employee shall be credited with all accrued seniority in that position. In the event of a transfer back to the former classification after the five (5) year period, the employee will not be entitled to accrued seniority service credit in the former position. Seniority service credit shall not be broken by reclassification of a position held by an incumbent. Seniority service credit shall be deleted upon loss of employment for any other reason whatsoever.

Seniority recognition and its effect, in no way alters the contractual basis of employment for Professional Staff who have not yet attained Just Cause Status. Neither does it alter the probationary status of employees in their first year of employment in a bargaining unit position except as specifically set out under provision 2, Layoff, and provision 3, Recall, infra.

2. Layoff

If and when a reduction or reorganization in the workforce is necessary, following at least thirty (30) calendar days' notice, for fiscal necessity based layoffs inclusive of opportunity for the Group Review Committee to respond and sixty (60) calendar days' notice for reorganization based layoffs, layoff shall occur through deletion of Professional Staff position(s) as determined by the Employer.

Within seven (7) calendar days of the receipt of official written notice of layoff due to a reduction or reorganization in the workforce, a university funded employee shall be specifically permitted to submit, in writing, application for and then receive good faith review of up to five (5) continuing positions whose incumbents are university funded and hold the least seniority in the same generic position classification from which the laid off employee holds greater seniority. Employees who have completed three full years of service in (a) the same grant-funded position; or (b) different associated-represented positions under the same grant funding source, are eligible to participate in the bumping process outlined herein. Employees who have not completed three full years of service as outlined above do not have bumping rights, regardless of the length of other university funded employment.

The Employer shall consider all requests to bump in order of seniority service of the applicant. The Employer shall determine whether the applicant is qualified to bump the least senior employee in the positions applied for. If the Employer determines that the applicant is not qualified to bump in that position, the Employer shall determine whether the applicant is qualified to bump the next least senior employee in the positions applied for. This process shall continue until the applicant is deemed qualified for a bump or all five (5) positions have been considered.

If the displaced employee is determined to hold the qualifications for the position reviewed, the employee shall be permitted to exercise his/her seniority rights to displace an employee with less seniority in the generic job classification for which the employee currently holds seniority or for which the employee holds seniority service credit accumulation, in the job classification from which a position was held immediately prior to the

current job classification from which the employee is being laid off. Displacement is potentially available only for and within the following two (2) groupings:

- a. Assistant Director, Administrative Assistant I, Assistant to Dean, Assistant to Director, Assistant to Chair, Assistant to Sponsored Chair, Program or Function Coordinator or Manager.
- b. Professional Service Librarian (excluding Head Librarian) professional specialists within the specific specialty area.

The Employer retains its right to determine whether an employee possesses the qualifications to fill the position into which he/she seeks to bump. Qualification determination shall be based upon the qualifications set out by the position description, as may be amended from time to time, as matched with the bumping applicant's qualifications and performance record. Consideration of performance as negatively affecting qualifications herein, shall be restricted to a formal performance record that is officially, and in writing, less than satisfactory overall or a performance record evidencing active disciplinary status. Within seven (7) calendar days of receipt of notification that a bumping applicant is not qualified for a position sought, the Association may submit a written request for review to the Position Review Committee. The Position Review Committee shall issue its recommendation to the Vice President of Human Resources or his/her designee, not later than seven (7) calendar days after submission by the Association. The Vice President of Human Resources or his/her designee, shall, in good faith consider recommendation(s) made pursuant hereto, prior to final determination. The determination by the Vice President of Human Resources or his/her designee is final and binding on the issue of the right to bump the position in issue.

The Position Review Committee of three (3) serve one (1) year terms to end on June 30th of each year and shall review all bumping applicants submitted by the Association to it. It shall be selected as follows:

- a. Two (2) members are to be selected by the Association.
- b. One (1) member to be selected by the Employer.
- c. Members may be from among the university's entire employment pool.

An applicant who is successful at bumping into a new position shall be required to complete a new six (6) month probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-

grievable discretionary decision. The probationary period attendant to a successful bumping applicant or to an employee recalled to a position other than the same position from which laid off (See "Recall", infra) shall be limited to performance concerns. In any event, except as expressed and limited by this provision only, infra, dismissal during a probationary period is not grievable. A successful bumping shall mandate that the probationary employee be given the first ninety (90) days of probationary appointment to assimilate departmentally specific knowledge while performing in the new job and therefore a successful bumping applicant shall not be dismissed from employment during the first ninety (90) days of his/her probationary contract of employment, unless there is, at least, an expressed rational basis related to poor performance, in which case the Association may grieve only the existence of a rational basis for dismissal during this period.

A successful bumping by an employee without Just Cause Status shall result in a probationary contract of employment to expire at the end of the fiscal year in which the bumping occurs. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period. If the employee would be eligible for Just Cause Status upon commencement of a new fiscal year contract, however, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the probationary period, in accordance with the provisions of Article IX.A.7, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed.

Any bumping which results in displacement of an employee in a higher salary classification shall result in the successful bumping applicant receiving the step on the new range closest to his/her salary step on the previous range.

3. Recall

In the event that the Employer revives the same position which was deleted within eighteen (18) calendar months from the date of the layoff, the employee on layoff from that position shall be entitled to recall. No new probationary period shall be required. An employee without Just Cause Status recalled under this provision shall be entitled to an employment contract to expire at the end of the fiscal year in which recalled. An employee who previously had Just Cause Status who is recalled under this provision shall be entitled to an immediate resumption of that Status.

In the event that any positions become available within a period of eighteen (18) calendar months from the effective date of layoff, employees

shall be entitled to recall to a job opening from the generic job classification from which laid off, if it is determined, in the same manner as applies to successful bumping, that the employee holds the requisite qualifications for the position. An employee recalled to such position classification other than to his/her former position shall serve a six (6) month probationary period as outlined under provision 2. "Layoff", supra, except that there shall be no grievable issue under any circumstances whatsoever during said probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-grievable discretionary decision. An employee without Just Cause Status recalled under this provision shall be entitled to a probationary contract of employment to expire at the end of the fiscal year in which recalled. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period. If, however, the recalled employee would be eligible for Just Cause Status upon commencement of a new fiscal year contract, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the probationary period, in accordance with the provisions of Article IX.A.7, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed.

Once contacted for recall, an employee must accept the proffered position within one (1) week of offer or apply for recall review within one (1) week of contact by the Employer, as the recall situation may be, or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

A recalled employee must fully return to a recalled position within one (1) month from date of offered recall or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

Notice activating the recall response and/or return timeliness shall be considered the earlier of actual verified receipt of notice via telephone or in person or, alternatively, five (5) days following certified and regular posted mailing to the employee's last known address.

Employees on recall roster who are otherwise employed at NJIT or who refuse the proffered recall shall be removed from the recall roster and all rights to recall under this Agreement shall be immediately extinguished. Employees who are on layoff are not entitled to have or and do not accrue any rights or benefits at NJIT, except the right to recall provided herein and any rights mandated by law.

J. Acting Capacity

When an employee is temporarily, formally assigned to work in a higher job classification specifically encompassing all responsibilities and accountability inherent therein, for a period of more than ten (10) successive work days, due to the absence of the incumbent in such classification, the employee so working shall receive compensation at the rate of the higher job, retroactive to formal appointment, unless the job description of the formally assigned subject employee's job specifically includes, in its description of responsibilities the duty to act in behalf of or in the stead of the absent incumbent in which case the waiting period shall be thirty (30) successive work days and payment shall be prospective only.

K. Meal Reimbursement

When a Professional Staff member of the bargaining unit is unexpectedly required or previously scheduled to remain a minimum of two and one-half (2 ½) hours beyond a regular Professional Staff business day unique to the Professional Staff position in issue, upon providing a receipt for purchase of food stuffs, other than alcoholic beverages, for the day in issue, NJIT shall reimburse the Professional Staff member the cost, up to a maximum of Seven dollars and fifty cents (\$7.50) per eligible day, for the meal. The receipt must be verified by the supervisor of the requesting Professional Staff member as to the directed additional time.

L. Anniversary Date

Professional Staff members' anniversary date, for purposes of annually tied compensation adjustments, shall correspond with the university's fiscal year (July 1st). Professional Staff members in their first year of Association represented employment commencing on or after July 1st and on or before December 31st shall receive anniversary based compensation adjustments beginning the following July 1st. Professional Staff members commencing Association represented employment on or after January 1st and on or before June 30th shall receive anniversary based compensation adjustments beginning with the start of the fiscal year immediately succeeding the following July 1st.

M. Resident Life Staff Parking

Professional Staff members who are employed full-time, on either ten (10) or twelve (12) month residential life employment contracts that include necessary residence on university premises, will be provided with parking privileges at no cost. This privilege is not transferable.

N. Compensation

1. For all four (4) years of the Agreement all increases in salary shall be based on the Compensation Program as set forth below. The pool for each year shall be calculated as follows:

Fiscal Year 2012 - Year 1 – 1.75% of eligible Professional Staff salary base

Fiscal Year 2013 - Year 2 -1.75% of eligible Professional Staff salary base

Fiscal Year 2014 - Year 3 – 2.75% of eligible Professional Staff salary base

Fiscal Year 2015 - Year 4 – 3.5% of eligible Professional Staff salary base

2. The applicable salary matrix shall be as set forth in Appendix B. In Year 1 of the Agreement the top of the ranges shall be increased by 2.75%. Salary minimums shall be increased by 2.75% at the beginning of Year 4 of the Agreement. This salary matrix range shall apply to all 4 years of the Agreement. Individual salary increases above the applicable range shall be paid in cash. All staff members will be paid no less than the then-existing minimum rate for their position commencing on their date of hire.
3. For Years 1 and 2 of the Agreement, effective July 1, 2011, and July 1, 2012, respectively, all eligible employees, shall be given retroactive across the board increases of 1.75%, provided that they were in active employment as of the ratification date of the Agreement. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.

For Year 3 of the Agreement, merit effective July 1, 2013, the evaluation forms in use at the time of ratification, covering the work period July 1, 2012 through June 30, 2013, shall be used. Beginning in Year 4 a new performance evaluation form will be used, as well as a form entitled “Professional Staff Exceptional Compensation Program.” A copy of the new performance evaluation form is set forth in Appendix A. A copy of the Professional Staff Exceptional Compensation Program is set forth in Appendix C.

4. For Years 3 and 4 of the Agreement, Fiscal Years 2014 and 2015, a portion of the merit pool shall be used to reward performance in the category of “Exceptional”, and up to 20% of the eligible professional staff population at each Vice President level may qualify for such awards. In each year those placed in the “Does Not Meet Expectations” category, but no more than 4% of the total employees in the bargaining unit, shall receive no award. For Years 3 and 4, the remaining balance of the pool funds, after “Exceptional” awards are determined, shall be used to grant a fixed percentage award to those in the “Meets Jobs Requirements” category.
5. In Year 3 of the Agreement, the percentage award for the “Exceptional” category will be 3.5%. Those placed in this category shall be those with the highest numerical ratings, not to exceed 20%, in each Vice Presidential area. Employees with ratings of 4 or higher shall be placed in the “Does Not Meet Expectations Category” and will receive no awards, except that no more than 4% of the employees in the bargaining unit shall be placed in this category. In Year 4, the percentage award for those in the

Exceptional category will be 5%. A list of those receiving “Exceptional” awards and supporting written documentation shall be provided to the PSA.

6. In Year 4, evaluations should be given to the employee no later than September 1, 2014, and awards should be finalized and increases distributed no later than the first full pay period in December of 2014. If all evaluations for Professional Staff members in any Vice Presidential area are not given to the employees by September 1st, (with the exception of circumstances where the fact that an employee is on sick leave or family medical leave makes it unreasonably difficult to complete their evaluation by this date) the merit program will not be implemented in that area and all Professional Staff members in that area shall receive across-the-board increases of 3.5%. If awards are not finalized and distributed for all Professional Staff members at NJIT by the first full pay period in December of 2014, then the merit program will not be implemented in any Vice Presidential area, and all Professional Staff members shall receive across-the-board increases of 3.5%. In such event, however, the evaluations shall remain effective for other purposes subject to any rights to challenge such evaluations that employees may have under the Agreement.

These deadlines shall not apply in extraordinary circumstances beyond the control of the parties, which could not be reasonably foreseen and which renders the administration unable to meet its obligations, which may include, depending on the scope and length of the incident, “acts of God” such as, riots, exceptional weather conditions causing the closure of the university (hurricanes, floods, earthquakes), explosions, accidents, computer outages, strikes, chemical contamination, acts of governmental authorities, and the like. In such event, the parties will work in good faith to establish reasonable extensions to the timelines in order to complete the contractual obligations in a timely manner.

O. Professional Staff Merit Appeal Process

1. In Years 3 and 4 of the Agreement appeals may be filed by any staff member not awarded an increase. In Year 3 placement of staff in the “Meets Job Requirement” category shall not be appealable. In Year 4, merit appeals may be filed for no more than 10% of staff falling into the “Meets Job Requirement” category. If more than 10% want to file appeals the PSA will determine which appeals will proceed.
2. Grounds for a merit appeal shall be:
 - A material violation of the Merit Procedure which impacts the award, and/or;
 - A material factual inconsistency with the record which impacts the award.
3. Individual appeals should set forth the specific bases on which the appeal is being filed, and must be filed no later than 25 days following the date on which the University mails formal notification of an award, or the failure to receive an award.

The University will retain proof of mailing to each staff member's last known address, and will provide electronic notification of the award to Professional Staff Members and the PSA on or before the date it is mailed. Days shall be defined in accordance with the definition in Article VI of the Agreement.

4. In order to prevail on an appeal an individual professional staff member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.
5. Successful appeals, or any awards which result from the settlement of appeals, shall be deducted from the next available pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
6. The exclusive avenue for the review of individual awards shall be through the appeal process as referenced herein. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.
7. Initially all appeals must be considered by the divisional Vice President in consultation with the supervisor(s) who may grant or deny the petition within 14 days (as defined in Article VI) of the appeal being filed. If the appeal is granted or otherwise resolved, any additional award shall be deducted from the next available performance pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
8. If the appeal is not granted, or otherwise resolved, within 14 days (as defined by Article VI) of when it was filed, and the individual wishes to pursue an appeal, it shall be handled in accordance with the following process.
 - a. Such individual will file a notice of intent to pursue the appeal within 14 days (as defined by Article VI) of when they receive notice that the appeal below was not granted. A Professional Staff Merit Appeals Committee shall be established to hear Professional Staff Merit appeals. The Appeals Committee shall consist of two (2) members chosen by the administration and two (2) members chosen by the Association. It shall make decisions, by majority vote, on the basis of the provisions of Article IX.N.
 - b. In cases where the Committee is deadlocked, the Association may, at its discretion, elect to pursue the matter to binding arbitration. In cases which are brought to arbitration the cost for the arbitrator shall be divided equally between the University and the Association. The parties shall select an arbitrator to hear all appeals advanced to arbitration by the Association.

ARTICLE X

TENURED AND TENURE TRACK FACULTY

A. Notice of Non-Reappointment

The following time standards shall be applied by the Employer for written notification of non-reappointment to non-tenured members of the tenure-track faculty:

1. Not later than March 1st during the first year of service shall a tenure-track faculty member be notified of non-reappointment at the completion of that first academic year.
2. Not later than January 15th during the second year of service shall a tenure-track faculty member be notified of non-reappointment at the completion of that academic year.
3. Not later than June 30th during the third, fourth or, fifth year of service shall a tenure-track faculty member be notified of non-reappointment in which event he/she shall receive a terminal contract ending the subsequent academic year.

B. Compensation Plan for Tenured and Tenure-Track Faculty other than Academic Administrators

1. Salaries for Twelve-month faculty appointments shall be arrived at by adjusting the academic year salaries by fifteen Percent (15%) for the duration of a Twelve-month appointment.
2. The salary pool for each year of the Agreement shall be calculated as follows:

Fiscal Year 2012 - Year 1 – 1.75% of the eligible faculty salary base
Fiscal Year 2013 - Year 2 -1.75% of the eligible faculty salary base
Fiscal Year 2014 - Year 3 – 2.75% of the eligible faculty salary base
Fiscal Year 2015 - Year 4 – 3.5% of the eligible faculty salary base
3. For the duration of the Agreement there will be no salary caps. Salary minima are set forth in Appendix D
4. “Eligibility” for increases, as referred to in this Agreement shall mean that employees in their first year of employment are not eligible for increases affected during their first year of employment. First year of employment for purposes of this Agreement shall be defined as the period of time from date of hire in an Association represented position to the ensuing July 1st but no less than six (6) full months and no greater than eighteen (18) months.

5. In year 1 of the Agreement all faculty who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.
6. In year 2 of the Agreement all faculty who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.
7. In Years 3 and 4 of the Agreement, faculty shall be evaluated using the full Performance Based Salary Increase Distribution System (PBSIDS), and ranking shall be by department.
8. **Performance Based Compensation Plan for Tenured and Tenure-Track Faculty Other Than Academic Administrators**
 - a. The University's mission and focus stand on four areas of activity of the faculty:
 - Teaching
 - Scholarship
 - Funded research
 - Service to the University, the profession and the community
 - b. Development of Standards of Achievement and Weighting of Areas of Activity
 - i. Each College develops standards of achievement for activities within the University's four primary areas of focus for the Performance-Based Salary Increase Distribution System, and each Department's Promotion and Tenure Committee, in each College, recommends standards that are compatible with the College standards for consensus adoption by the Promotion and Tenure Committee, the Chair, and the Dean. Consensus of the Promotion and Tenure Committee shall be by a majority of two-thirds.
 - ii. A variable merit percentage is applied for each individual using the total relative research score linearly adjusting teaching from 20 to 50%, research from 20-50 and service is fixed at 30. For example, a researcher with a score of 10 in research will have 20, 50, and 30 applied in teaching research and service. An individual with 0 in research will have 50, 20 and 30 applied in teaching, research and service.

iii. The parties recognize that there may be situations where consensus cannot be reached concerning the specific criteria, and weighting factor, to be applied by given Departments. In such cases, the parties agree to negotiate in good faith for resolution of any issues not otherwise specifically addressed by the terms of this Agreement.

c. Procedures for Distribution

i. The Department Chair will review all annual summaries in the Department submitted on a standard University form. Scores from 0 to 10 to one significant figure shall be assigned for each of the four areas of activity utilizing algorithms appended to this document. The scores will be weighted to produce a composite score using the Performance Assessment Algorithm Score Sheet. The composite score will be used to determine individual salary increases as per distribution algorithms agreed upon by the negotiating teams. The algorithms for teaching and funded research, as well as the algorithms for scoring of service and scholarship are attached as Appendix E. An iterative award procedure will be used in evaluating the final award by successively eliminating the highest score in each department. The Award at a succeeding iteration cannot be more than award in preceding iterations.

ii. Ninety-five percent (95%) of the salary pool will be assigned, by ratio of the total faculty salary for the Department to the total faculty salary for the University. Said amount shall be distributed to faculty at the Department level based upon PBSIDS ranking. The remaining 5% of the pool attributable to each Department will be assigned back to the university and shall be awarded at the Provost level based upon the recommendation of the Chairs, with the review and approval of the Deans and Provost. The 5% pool shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. After the Provost finalizes how the 5% pool will be distributed he or she will provide the PSA with a list of the individuals who will receive monies from this pool and how much each such individual will receive, prior to distribution. Such awards are not subject to the appeal or grievance process.

iii. Furthermore, faculty who are reassigned from teaching to other significant formal Department/ College/School service (e.g. Associate Chair, Ph.D. Program Director, undergraduate advising, etc.) or University service (e.g. University P&T Committee, Faculty Council, PSA/AAUP, Middle States Self-Study Chair, etc.)

will participate in the Performance-Based Salary Increase Distribution System. Such faculty are to summarize for the Chair performance objectives for the applicable assignments and as part of the performance evaluation a summary of accomplishment in their Faculty Report. Faculty who perform significant assigned administrative duties as determined by the university, and who as a result of their performance of such administrative duties are, based on their PBSIDs ranking, awarded increases under the adjusted average, may receive the adjusted average for that year, upon the recommendation of the Department Chair and approval of the Dean and Provost. If the faculty member ranks above the adjusted average, he/she gets the higher award.

- iv. Newly hired Assistant Professors, defined as faculty in their first 3 years of employment, who as a result of their PBSIDs ranking are awarded increases under the adjusted average, shall receive the adjusted average for that year, subject to the Department Chair's approval. Adjusted average is defined as the departmental pool percentage calculated after adjusting (reducing) the original departmental pool for monies attributable to significant formal service pool, newly hired Assistant Professors pool, and any other adjustment(s) made at the departmental level pursuant to the terms of the Agreement. Such adjustments are made against the 95% portion of the salary pool. If the new faculty member ranks above the adjusted average, he/she gets the higher award.
- v. A faculty member on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state cross-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015)
- vi. A faculty member on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the adjusted average award for that year.
- vii. A standard annual summary that is consistent with the areas of focus will be developed for the University. The summary will be in an electronic format that will allow for statistical analysis of the total data for the University.
- viii. Prior to final Provost approval of the overall ranking and distribution of all awards for Years 3 and 4 (the 2013-2014 and 2014-2015 Academic Years), the PSA will be provided with the proposed ranking and award distribution data. Within 14 days thereafter (as defined by Article VI), the PSA may submit any concerns that it has with regard to the proposed award distribution. Any preliminary concerns raised

shall be given good faith consideration by the Provost, who will respond to the PSA in writing within 14 days (as defined by Article VI). The right to raise concerns prior to distribution shall not limit the subsequent right of Faculty members to file appeals under the appeals procedures.

- ix. Faculty notification of their performance award and publication of the final data on the distribution should occur simultaneously as per notification requirements of the contract. Specific notification dates each academic year will be agreed upon by the PSA and the administration at the beginning of each fall semester.

d. Specific Principles for Award Process

In order to maintain consistency in the award process the following principles will be applied

- i. Where the Chair and Dean are the same individual, the Dean/Chair shall act as the Chair and the Provost shall act as the Dean.
- ii. An award that is below 40% of the average in the pool shall require written justification by the Chair.
- iii. For the University overall, 90% of the faculty will receive at least 40% of the average in the total pool and 80% of the faculty will receive at least 55% of the average in the total pool. The distribution must satisfy these constraints.
- iv. The maximum award (in terms of percentage of salary) shall not exceed 1.5 times the average increase (in percentage), including the Provost's portion of the salary increase pool.
- v. Student evaluations, as per the teaching assessment algorithm shall be used in evaluating a faculty member's teaching performance. The number of students in a class and the number of classes taught by the faculty shall also be part of the evaluation process. The manner in which these adjustments shall be made is addressed in the attached teaching algorithm. Special activities in teaching may be included in the Service Activities component in the annual summary where the chair can give credit in the service area and, further, the Chair can recommend special action by the Dean.
- vi. As a general matter, the award will be based only on accomplishments and activities for the previous year. However, the Dean's 5% discretionary funds may be used for awarding

exceptional accomplishments in either or both of the years prior to the award.

- vii. If a faculty member serves as a Chair for half of a year, her or his full year of service will be credited to the Chair's performance pool, and her or his award for the full year of service shall be made from the Chair's pool.
- viii. Transparency shall be the rule for the entire process, with the goal of basing salary increases on measurable achievements within the defined parameters. All data associated with the Faculty Performance-Based Salary Increase Distribution System for a Department will be made available to all faculty in the Department. Summaries of data from all academic Departments will be made available to all faculty.
- ix. In the event that there are issues which arise in connection with the Faculty Performance-Based Salary Increase Distribution System which were not considered and addressed by the parties, such issues shall be referred to the parties' negotiating teams for resolution.

9. Merit Appeal Process for Tenured and Tenure-Track Faculty Other Than Academic Administrators

- a. The exclusive avenue for the review of individual awards shall be through appeals filed with and heard by the APRC, which is charged with resolving merit appeals brought under Article X. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted. Awards distributed by the Provost from the 5% pool are not subject to the faculty merit awards appeal process.
- b. Increased awards resulting from successful appeals or from the settlement of appeals shall be deducted from the next available pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
- c. Grounds for a merit appeal shall be:
 - i. A material violation of the Merit Procedure which impacts the award, and/or;
 - ii. A material factual inconsistency with the record which impacts the award, and/or;

- iii. A merit award that is not in accord with the PBSIDS criteria.
- d. Individual Faculty members will have 25 days, as defined in Article VI, to file appeals, from the date the University mails them formal notification of the award or the failure to receive an award. The University will retain proof of mailing to the Faculty member's last known address, and will provide electronic notification of the award to the Faculty member and the PSA on or before the date it is mailed.
- e. Appeals should set forth the specific bases on which the appeal is being filed.
- f. In order to prevail on an appeal an individual faculty member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.
- g. The APRC shall hear the appeal within ten (10) days of the receipt of the appeal, which time may be extended by consent of the parties, but should be convened as soon as reasonably practicable. The APRC must render a decision within 5 business days of the hearing.

C. Compensation Plan for Academic Administrators

A. Academic Administrators for purposes of Article X shall be defined as Administrators with faculty rank who perform administrative services and who receive a stipend for such services and/or have no teaching load, e.g., Department Chairs. All other faculty in the PSA bargaining unit who perform administrative services shall be included in the faculty pool and shall be evaluated and ranked under the PBSIDS Program.

B. For all four (4) years of the Agreement all increases in faculty salary for Academic Administrators shall be awarded by the Dean with the review and approval of the Provost.

C. The pool for each year shall be calculated as follows:

Fiscal Year 2012 - Year 1 – 1.75% of eligible Academic Administrators' salary base

Fiscal Year 2013 - Year 2 -1.75% of eligible Academic Administrators' salary base

Fiscal Year 2014 - Year 3 – 2.75% of eligible Academic Administrators' salary base

Fiscal Year 2015 - Year 4 – 3.5% of eligible Academic Administrators’ salary base

D. In year 1 of the Agreement all Academic Administrators who are eligible for an increase and in active employment of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

E. In year 2 of the Agreement all Academic Administrators who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

F. In Years 3 and 4 of the Agreement, the Academic Administrator pool shall be distributed in accordance with the Academic Administrator Merit Program outlined below.

G. **Academic Administrator Merit Program**

- a. **Eligibility (One Full Year) Defined:** At least one (1) academic year of faculty service and one-half (1/2) fiscal year of supervisory/administrative service, immediately preceding the year of award, are prerequisite to participation in the Program. Faculty with one (1) or more years of faculty service and less than one-half (1/2) of one (1) year of service as an Academic Administrator will be eligible for and participate in the Faculty Merit Program in accordance with parameters set out in XI.B, above.
- b. Each year on or before September 1st of the year of award, the university Deans shall rank order performance (highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to him/her in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before October 1 of the year of the award. The total awarded will be the amount of the pool specified in Article X.C.3, above.
- c. Each year the merit pool will be set based on the salary base of the eligible Academic Administrators’ faculty salary base as of the last full pay of the academic year preceding awarding. For pooling

purposes, Academic Administrators' faculty salary base shall include all Academic Administrators appointed prior to January 1st of the pooling year but exclude those who are no longer holding Academic Administrator status as of the second full pay in September. An Academic Administrator is not eligible for merit consideration unless he/she contributed to the merit pool.

- d. The Association shall be provided a draft spreadsheet of the Faculty salary base no later than June 15th. No later than October 1st, Deans and the Association shall each be provided with a final list in order to rank performance as set forth herein. (Highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to him/her in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before the first full pay of December of the year of the award.
- e. An academic administrator on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state across-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015) An academic administrator on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the adjusted average award for that year.

8. **Merit Appeal Process for Academic Administrators:**

- a. Academic Administrator denied merit award may, as an exclusive avenue for redress under this Collective Bargaining Agreement, file an appeal with the President of the University. Any appeal must be filed no later than sixty (60) days following receipt of individual notification to the affected members that merit awards have been made.
- b. The sole basis for appeal shall be that the denial of merit award was without a rational basis, given the demonstrated record of performance. The President will consider the appeal and make a determination within thirty (30) days of receipt of the appeal. The Appellant carries the burden of demonstrating that the denial of merit held no rational basis and is responsible for providing (or

identifying where unavailable to him/her) all evidence in support of this contention.

- c. If the President determines to hold a meeting to discuss the appeal, within the initial thirty (30) day period, the time limits in which to respond will be extended for an additional thirty (30) days following the meeting.
- d. The decision of the President will be final and binding.

D Faculty Promotion Policy

Upon the effective date of a promotion a Faculty member shall receive an increase to their base salary of seven and one half (7.5%). Promotional adjustment shall be applied prior to merit award adjustment to base salary, effective at the same time.

F. Faculty Teaching Load

The 1993 Faculty Load Agreement, attached as Appendix F, shall remain in effect. The normal teaching load assignment per semester for tenured and tenure track faculty (but not including lecturers), other than faculty of the College of Architecture and Design, will be nine (9) contact hours. If a faculty member (other than as excepted above) is assigned a load of greater than nine (9) contact hours, the reasons for such a teaching assignment beyond the normative load will be provided to such faculty member in writing and shared with the PSA in the spring semester prior to the beginning of the following academic year in which the greater than 9 contact hour assignment is anticipated, for discussion as appropriate with the Chair or Dean. Faculty who are primarily only teaching may be expected to teach up to 12 hours. Faculty who has been assigned more than 9 contact hours at any point prior to July 1, 2007, may be assigned an equivalent number of hours, if it is determined to be appropriate.

G. Research and Visiting Professors

Research Professors and Visiting Professors, including but not limited to Assistant Research Professors, Associate Research Professors, Distinguished Research Professors, and Research Professor - , recognized under Article II, Recognition, supra, shall be exempted from the compensation provisions of Article X.

ARTICLE XI

LECTURERS

A. Employment Basis

1. Lecturers, designated as either University Lecturers or Senior University Lecturers, are full-time non-tenure track members of the instructional staff, whose primary responsibilities are teaching and professional practice.
2. Senior University Lecturer, is a rank of distinction, which can be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is offered to candidates with documented superior performance and credentials in their domain of expertise. Promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent full-time teaching at the college/university level may be considered for two of required five years. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated. The procedure for applying for promotion to the Senior University Lecturer position is set forth in Appendix G.
3. The primary factors to be considered in determining the rank at which Lecturers are initially placed, starting salaries, decisions concerning reappointment, and decisions concerning eligibility for multi-year contracts, shall be as follows: teaching effectiveness, pertinent experience, academic credentials and market factors.
4. The hiring, renewal and non-renewal of Lecturers shall be the responsibility of the Departmental Chairperson with input from the department tenured and tenure-track faculty, subject to the approval of the College Dean and the Provost.
5. All Lecturers who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. With the exception of those employees newly hired to the University who have not completed an initial probationary period, employees serving a new or continuing probationary period in a position to which they are anticipated to be permanently appointed shall be entitled to placement upon the appropriate salary matrix. Thereafter, they shall, during the term of the one (1) or multi-year, employer determined contractual appointment, be employed on a contractual term basis as follows:
 - a. Following the end of the probationary period through the next five (5) consecutive, full, fiscal years of annual or multiyear contractual

appointment, Lecturers shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).

- b. Lecturers with at least five (5), consecutive, full fiscal years of non-probationary, contractual appointment, will be expressly afforded a “Contractual Expectation Interest” in renewal of contractual appointment.
6. Contractual Expectation Interest shall be defined for purposes of this provision only as the right to reappointment in accordance with this provision, absent an Employer expressed and documented rational basis for non-reappointment, based upon substandard performance or misconduct, noticed in writing to the Lecturer at least ninety (90) days before the expiration of his/her contractual term.
7. Lecturers holding a Contractual Expectation Interest who are not re-appointed in accordance with this provision may grieve the non-reappointment on the basis that the Employer did not have or timely provide a performance based rational basis to not reappoint that employee. The burden of proof shall be the Employer’s.
8. The Employer shall maintain at least thirty-five percent (35%) of the Lecturers on multi-year employment contracts.
9. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days’ notice or equivalent salary compensation paid in lieu of notice to the affected Lecturers. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.

B. Compensation

1. All Lecturers in active employment and eligible for an increase on the date the Agreement is ratified shall receive retroactive across-the-board increases, as set forth below, for the first two (2) years of the Agreement. For the last two (2) years of the Agreement salary increases shall be based on a Lecturers’ ranking under the PBSIDS Program as set forth in Article X.B.8, above, and Appendix E. Ranking shall be based on Teaching only, adjusted when necessary to 12 contact hours.
2. The pool for each year shall be as follows:

Fiscal Year 2012 - Year 1 – 1.75% of eligible lecturers’ salary base
Fiscal Year 2013 - Year 2 -1.75% of eligible lecturers’ salary base
Fiscal Year 2014 - Year 3 – 2.75% of eligible lecturers’ salary base
Fiscal Year 2015 - Year 4 – 3.5% of eligible lecturers’ salary base

3. The existing salary matrices for University Lecturers and Senior University Lecturers shall be revised to eliminate steps. In Year 1 of the Agreement, using the existing salary matrices the top of the lecturer ranges shall be increased by 2.75%. The new matrix is attached hereto as Appendix H. The minimum hiring rate for all Lecturer positions shall be no lower than the lowest salary received by a currently employed lecturer during the applicable year. These salary matrix ranges shall apply to all 4 years of the Agreement. Individual salary increases above the applicable range shall be paid in cash.
4. Initial hiring salaries shall be set, within the established ranges, subject to the provisions of Article XI.B.3. above, based on the criteria below, and at the recommendation of the Chairs (for NCE, CSLA, or CCS) or the Deans (for SOM or NJSOA) with input from the department tenured and tenure-track faculty, upon the approval of the College Dean and the Provost, which decision shall not be grievable, as long as the initial hiring rate is at least the minimum set forth in Article XI.B.3 above.
5. In year 1 of the Agreement all Lecturers who are in active employment and eligible for an increase as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.
6. In year 2 of the Agreement all Lecturers who are in active employment and eligible for an increase as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.
7. In Years 3 and 4 of the Agreement all lecturers shall be evaluated using the PBSIDS Program as set forth in Article XI.B.8, above, and Appendix E, as modified below. Ranking shall be based on teaching only, adjusted to 12 contact hours.
8. Ninety five percent (95%) of the pool will be assigned, by ratio of the total lecturer salary for the Department to the total lecturer salary for the University. Said amount shall be distributed to lecturers at the Department level based upon PBSIDS ranking.
9. The maximum award shall be no greater than 1.5 times the average distribution. For the University overall, 90% of individual lecturers will receive awards of at least 40% of the average award based on the total pool, and 80% of individual lecturers will receive awards of at least 55% of the average award based on the total pool. The distribution must satisfy these constraints.

10. The remaining 5% of the pool attributable to each Department will be assigned to the University and shall be awarded at the Provost level based upon the recommendation of the Chair, with the review and approval of the Dean and Provost. The 5% pool shall be used to address anomalies, inequities and to reward performance. After the Provost finalizes how the 5% pool will be distributed he or she will provide the PSA with a list of the individuals who will receive monies from this pool and how much each such individual will receive, prior to distribution.
11. A lecturer on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the state across-the-board average for the year in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015)

C. Lecturer Merit Appeal Process

1. The exclusive avenue for the review of individual awards shall be through the Lecturer Merit Appeal Process. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted. Awards distributed by the Provost from the 5% pool are not subject to the Lecturer Merit Appeals process.
2. Appeals for Years 3 and 4 are available for all Lecturers. Successful appeals or any awards which result from the settlement of appeals shall be deducted from the next available pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
3. The Lecturer Merit Appeal Process shall be based on the Faculty Merit Appeal Process, Article X.B.9, as modified below.
4. Grounds for a merit appeal shall be:
 - A material violation of the Merit Procedure which impacts the award, and/or;
 - A material factual inconsistency with the record which impacts the award, and/or;
 - A merit award that is not in accord with the PBSIDS criteria.
5. Individual Lecturers will have 25 days, as defined in the CBA (Article VI), to file appeals, calculated from the date the University mails them formal notification of the award, or the failure to receive an award. The University will retain proof of mailing to the Faculty member's last known address, and

will provide electronic notification of the award on or before the date it is mailed. Such appeals should set forth the specific bases on which the appeal is being filed. In order to prevail on an appeal an individual Lecturer will have to establish that a grievable violation, as defined above, occurred, by a preponderance of the evidence.

6. All appeals shall be heard pursuant to the same process by which faculty Merit Appeals are heard, with a separate Lecturer Merit Appeals Committee, consisting of two Lecturers appointed by the PSA and two Administrators appointed by the Administration, established for this purpose.

D. Course Load

The nominal load for Lecturers is twelve (12) credit hours per semester (not to exceed 16 contact hours), other than those employed in the School of Architecture, for whom the nominal load is sixteen (16) credit hours. Assignments in lieu of course load may include formal student advisement, assignments, course/curriculum development, coordination, and department or college administration. The teaching load shall not normally be fewer than nine (9) contact hours.

E. Incorporation of Side Letter on Equity.

Pursuant to a Side Letter, attached as Appendix I, \$80,000 will be added to the base salaries of Lecturers with annual salaries below \$50,000/year, with \$40,000 to be distributed in Fiscal Year 2014 and \$40,000 in Fiscal Year 2015. A portion of these monies will be used to guarantee that by Fiscal Year 2015 all Lecturers have attained a base salary of at least \$46,000/year. These monies will be in addition to any monies to which these Lecturers are otherwise entitled under the Lecturer Merit Program.

F. Other Provisions

1. Involvement of Lecturers in faculty governance, performance evaluation of Lecturers, limitations on numbers of Lecturers, professional development for Lecturers, and other issues, may be the subject of future consideration and discussion by the Faculty Senate and/or the Professional Staff Association.
2. At least annually the university will track the number of Lecturer positions relative to the number of tenured and tenure-track faculty, and agrees to maintain the guideline that no more than 25% of full-time faculty positions (including tenured and tenure-track faculty and lecturers) shall be held by Lecturers. This guideline shall be applied across the university, rather than by department or unit. This guideline will not be exceeded without first engaging in a dialogue with faculty, through the PSA.

ARTICLE XII

NON-DISCRIMINATION

A. There shall be no discrimination by the Employer, employees, or the Association against any member of the bargaining unit based upon membership or non-membership in or participation in legitimate activity on behalf of the Association.

B. The willingness of the parties to continue the non-discrimination clause in the Agreement is predicated on the mutual understanding of the intent to comply with the Supreme Court decision in Teaneck Board of Education v. Teaneck Teachers Association, that discrimination claims relating to inherent managerial prerogatives cannot be subject to binding arbitration and with the limitations on arbitrability set forth in the Agreement.

C. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE XIII

GROUP REVIEW COMMITTEE

A committee shall be established to review all group terminations of members of the negotiating unit when such terminations are for any reason other than individual performance and shall function as follows:

A. The Committee to be comprised of six (6) persons from the negotiating unit, with three (3) selected by the President of the Association;

B. The Committee shall meet at least once annually at an appropriate time with the appropriate Academic Officer to review the situation;

C. The Committee may make written recommendations to the appropriate Academic Officer;

D. The Employer will consider recommendations of the Committee prior to making its final determination;

E. The appropriate Academic Officer shall notify the Committee of the final determination prior to its general release.

ARTICLE XIV

ADDITIONAL CONDITIONS OF EMPLOYMENT

A. Fringe Benefits

1. The Employer shall provide travel support for travel to meetings of scholarly and professional organizations or such other travel as is necessary in support of scholarly or professional activities.

2. **Health Benefits Program**

It is agreed that the State Health Benefits Program, health and medical, prescription, and dental, and any rules and regulations governing its application, including amendments or revisions thereto, shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this Agreement. It is agreed that Changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that changes shall apply to employees represented by the union. It is agreed that changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, are applicable to employees covered by this Agreement and shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefit Reform legislation under Chapter 78, P.L. 2011, shall be applicable to all employee covered by this Agreement. A summary of changes are available from the Department of Human Resources or on the State Health Benefits web site; www.state.nj.us/treasury/pensions/shbp.htm

Where an employee utilizes any type of leave, whether paid or unpaid, he or she shall continue payment of health plan premiums at the same level as those that he/she paid prior to the leave as applicable under the State Health Benefits Program. If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.

If the employee charges his accrued vacation, sick, and/or administrative leave accruals for any leave, his share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status.

If the leave is unpaid, NJIT will advance payment of the employee's health plan premiums for the period of leave (up to three full months) and

will bill the employee for those premiums. Prior to the employee's return from leave to active employment status, the Department of Human Resources will advise the employee in writing of the full amount of health plan premiums advanced on his or her behalf by NJIT. Within seven (7) business days of his return to active employment status, the employee must indicate, in writing, his or her selected method of repayment of the health plan premiums: (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan approved, in writing, by the Vice President for Human Resources. If the employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may charge additional payroll deductions until the full amount of health plan premiums paid on the employee's behalf during his unpaid leave has been repaid in full.

3. Eye Care Program

It is agreed that NJIT shall continue the Eye Care Program during the period of this Agreement unless or until it is modified in a successor Agreement.

- a. It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 26 years of age who live with the employee in the regular parent-child relationship). The coverage shall be \$35 for regular glasses and \$40 for bifocals
- b. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
- c. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
- d. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

4. Deferred Compensation

It is understood that the State shall be solely responsible for the administration of the Deferred Compensation Plan and the determination of policies, conditions and regulations governing its implementation and use.

5. Tuition Remission

The university's tuition remission policy, attached as Appendix J, will be applicable to members of the bargaining unit, with the following modifications.

- a. Members of the PSA bargaining unit are entitled to receive tuition remission benefits during their first year of employment for courses taken at NJIT.
- b. Neither the career related requirement nor the power to deny benefits for fiscal limitations applies to courses taken by employees at NJIT, except such requirements do apply for the NJIT EMBA program and/or courses pursuant to cross-registration at other public universities involving a cost to NJIT.
- c. Any administrative decision to limit benefits for non-NJIT degree programs based on economic reasons will be uniformly applied.
- d. NJIT shall grandparent any unit member who is enrolled in in a degree program as of April 28, 2009, regardless of career relatedness, but whose tuition remission was denied. In addition, any unit member who was taking courses offered as part of a degree program as of April 28, 2009, but not yet matriculated into that program, and who was covered by tuition benefits as of November 19, 2009, and who matriculated into their degree program by the Spring 2010 semester, shall continue to be covered by tuition remission benefits. Further, any unit member receiving benefits in connection with a certificate program as of April 28, 2009, shall continue to receive such benefits until completion of such program. Finally, any unit member receiving tuition remission as of April 28, 2009, not otherwise covered by the provisions of this section, shall be considered for continuation of such benefits on a good faith basis.

B. Professional Conditions

1. A member of the bargaining unit may pursue outside activities in accordance with the guidelines expressed in the New Jersey Institute of

Technology Faculty Handbook and the State Conflict of Interest law and applicable regulations.

2. Members of the negotiating unit are permitted to review their University file upon request of written application to the Department of Human Resources. They may forward material for inclusion in their university file; however, only material reasonably expected to contribute to the administration of the university will be included.
 - a. Material which is derogatory will not be placed in the university personnel file unless the employee has been afforded an opportunity to review it and attach any comment he/she may desire. If the employee does not attach such comment to the document after having been given the opportunity to do so, a statement to that effect shall be affixed to the document.
3. Notice will be given internally, by the Employer, of any vacancy prior to any general advertisement of the vacancy.

C. Parking

1. Fees (Regular Privileges)

- a. All parking (except grandparented spaces) at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration of a bargaining unit member's motor vehicle, entitling him/her to parking privileges.
- b. All parking fees for all bargaining unit members are according to the following scale for the duration of the Agreement:

Base Salary of \$0 - \$26,500 pays \$50 per semester.
Base Salary of \$26,500.01 - \$31,800 pays \$75 per semester.
Base Salary of \$31,800.01 - \$42,400 pays \$100 per semester.
Base Salary of \$42,400.01 - \$53,000 pays \$125 per semester.
Base Salary of \$53,000.01 - \$63,600 pays \$150 per semester.
Base Salary of \$63,600.01 - \$74,200 pays \$175 per semester.
Base Salary of at least \$74,200.01 pays \$205 per semester.
- c. Salaries are calculated as of June 30th of each year of the ensuing Fall Semester and December 31st of each year for the ensuing Spring Semester.
- d. There shall be no increase in parking fees during a semester. Promotions, reclassifications or other salary modifications during a

semester shall not affect the fee attributable to an income category once the semester commences.

2. Fees (Daily Pay Privileges)

The University provides a pay as you park lot and/or system that is intended for and will accommodate the occasional user of parking privileges at the university in accordance with a fee schedule that is mutually agreeable to the Association and the university and at a rate no less than Four (\$4.00) Dollars per day and no greater than Six (\$6.00) Dollars per day, and utilization parameters that are economically viable and not undermining of the regular parking program.

3. Grandperson Space

- a. A listing of formerly identified reserve space parking permit holders shall be retained in duplicate by NJIT and the PSA for entitlement to priority parking lot designation should parking congestion increase dramatically in the future. Faculty and Staff Lots shall be identified.
- b. For all bargaining unit members who share a grandpersoned space, there shall be only one parking fee paid for the space, provided that only one member uses university parking facilities on a given day.

D. Special Salary Actions

Special salary actions shall be made at the sole discretion of the university in response to bona fide outside employment offers, to respond to market conditions in critical academic areas, to recognize extraordinary achievement, and to implement salary equity adjustments. The maximum number of faculty subject to special salary actions shall not exceed ten percent (10%) of the faculty. Lecturers and Professional Staff Members are also eligible for special salary actions, in response to the same factors, at the sole discretion of the university. These salary actions shall not be drawn from any negotiated salary program or pool of money. The PSA will receive notification of any such actions.

E. Scheduling of Instructional Staff

1. Departments shall attempt, as a normal practice, to schedule the weekly teaching responsibilities of tenured and tenure track faculty within four (4) school days unless exceptional circumstances shall interfere.
2. Such other responsibilities as have traditionally been assigned to members of the tenured and tenure track faculty shall continue to be scheduled at the discretion of the Employer.

3. Members of the tenured and tenure track faculty shall meet individually with their Department Chairperson during the academic year to discuss the planned utilization of the teaching staff member's unassigned day. The utilization of such an unassigned day shall be a consideration in the overall assessment of the faculty member's professional performance.
4. Cognizant of the need for certain programmatic scheduling of weekend and/or evening classes and/or off-campus instruction, instructional staff may be assigned such classes, from time to time, with the following caveats:
 - a. Faculty and bargaining unit instructional staff hired on or after July 1, 1993, shall be informed of the potential for being assigned to weekend, evening and/or off-campus instruction.
 - b. Tenured and tenure track faculty may only be required to teach one evening per week. Such faculty may be scheduled for one evening per academic semester or two evenings per academic year. Non-tenure track faculty and other instructional staff may be required to teach more than one evening per week where needed to address programmatic needs of their Department.
 - c. The employer will accept qualified volunteers from among the faculty in the subject discipline and familiar with the course(s) to be taught.
 - d. Unilateral assignment of such evening and weekend class(es) shall continue to respect statement(s) relative to parameters as set out in the Faculty Handbook with respect to tenured faculty.
5. The class assignment process shall be subject to the labor management process, where representatives from both the PSA and administration will meet to ensure the assignment process meets university, student and faculty needs to the fullest extent possible utilizing available resources.

F. Class Size

1. University determinations with respect to class size shall be determined by a number of factors, including but not limited to curriculum delivery model, level of the course, , and physical and budget constraints. Normal class sizes should be determined program by program.
2. Rules concerning how load will be adjusted to account for larger than normal courses, and when grading support will be provided, are set forth in a Memorandum of Understanding on Large Class Size Load and Support, attached as Appendix K.

G. Travel Reimbursement for Off-Campus Teaching

For the term of this Agreement the following travel allowance shall be paid to those bargaining unit Faculty Members and Lecturers participating in off-campus teaching on behalf of NJIT:

1. Five Hundred and fifty dollars (\$550) per semester for each course assignment greater than fifteen (15) miles one way, from NJIT but less than thirty (30) miles, one way, from NJIT.

2. One Thousand, seventy-five dollars (\$1,075) per semester for each course assignment at least thirty (30) miles, one way, from NJIT but less than sixty (60) miles, one way, from NJIT.

3. One Thousand, Six Hundred dollars (\$1,600) per semester for each course assignment at least sixty (60) miles, one way, from NJIT.

4. Additionally, unusual, out-of-pocket, necessary expenses, such as cost of overnight accommodations where inclement weather precludes travel, will, upon providing receipt(s) therefore, and up to Two Hundred and fifty dollars (\$250) per semester, be reimbursed by NJIT.

5. To the extent practicable, a faculty member teaching at an off-campus site will not be assigned on campus teaching duties the same day, unless mutually agreeable to the faculty member.

6. The remuneration provided for under this Article is intended to accommodate both additional costs and inconvenience reasonably associated with directed travel that is further from the faculty member's personal residence than NJIT. Where the faculty member's personal residence is closer to the off campus teaching site than to NJIT, and where the faculty member teaching off campus is not also scheduled to teach at NJIT on the same day, this provision is not applicable. Where significant professional inconvenience can be demonstrated by an unusual set of circumstances where this article's travel stipend does not apply, yet an economic injustice to a faculty member is caused by the administration of this policy, the matter may be referred to the Joint Advisory Committee for review as to whether a special accommodation should be afforded. Accommodations will only be afforded where the spirit of the article would be more accurately served thereby.

H. Other Salary Considerations

Bargaining unit members whose base salaries are not set on nor accountable to salary guide shall receive the across-the-board increases, if any, otherwise applicable to them, as set out in the compensation provisions of Article IX, X and XI of the Agreement, through incorporation to individually set annual salary, except that

employees fully funded through grants shall be compensated according to and consistent with the terms of the grant, with salaried increases not to exceed that set out by grant parameters, and newly hired bargaining unit members shall receive that salary fixed upon hire for the initial, annual contract period.

I. Time Standards for Written Notification of Non-Reappointment

1. Non-tenure track academic personnel will be defined as personnel whose regular, continuing position responsibilities include teaching at least six (6) contact hours per semester.
2. Not later than April 1st of the last year of the first and second contractual appointment shall non-tenure track academic personnel be notified of non-reappointment following completion of their contractual term.
3. No later than January 31st of the last year of the third or later contractual appointment, non-tenure track academic personnel shall be notified of non-reappointment following completion of their contractual term.

ARTICLE XV

JOB ACTION

The Association agrees that it will refrain from any unlawful act such as strike, work stoppage, slow down, or other job action during the life of this contract and will eschew any threat, encouragement, support, or condoning of any such job action.

ARTICLE XVI

JOINT PSA/AAUP AND NJIT ADVISORY COMMITTEE

A Joint Advisory Committee, consisting of representatives of the Employer and Association shall be formed and maintained for the purpose of conferring over joint interests and concerns other than grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Association for such a meeting will be made to the Vice President of Human Resources. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) Professional Staff representatives of the Association may attend such meetings.

The parties shall endeavor to meet at least quarterly, but can meet more often if needed. Additionally, an ongoing priority agenda for discussion and review shall consist of the following issues:

- A. Faculty Load assignment, progress toward and maintenance of the nominal load and its complement of scholarship and service.

- B. Conflicts of Interest Procedures.
- C. Distance Learning Policy & Procedure.
- D. Retirement contributions from authorized grants in accordance with grant parameters, TIAA-CREF parameters and State regulation.

ARTICLE XVII

GENERAL

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

B. This Agreement, together with all attachments and appendices incorporated and referenced herein, incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

- C. Within thirty (30) days or as soon thereafter as possible after the parties reach agreement on a consolidated version of the current Agreement, copies of this Agreement shall be printed by the Employer, who will deliver thirty (30) to the Association for their office use, The Agreement shall be made available upon the Department of Human Resources website:
<http://www5.njit.edu/humanresources/resources/contracts.php>, and a hard copy will be produced and delivered to any bargaining unit member who affirmatively requests one.

D. Release Time - Association Business

1. The Association President shall be entitled to three (3) credit hours of release time per semester for legitimate Association business, each year of this Agreement. The entitlement is available in both fall and spring semesters but is not cumulative year to year.
2. The Association shall be further entitled, in each year of this Agreement, to an additional six (6) credit hours total (per semester) of release time for allocation to Association designated faculty for purposes of engaging in legitimate Association business. Allocation must be in at least one (1) credit hour increments per semester. The entitlement is available in both fall and spring semesters but is not cumulative beyond the year in which allocation accrual reaches three (3) hours.

3. The Association shall be entitled to a total of twelve (12) days per year for allocation to Professional Staff members to attend conferences and/or educational seminars. Utilization is subject to prior request of, and approval from, the relevant bargaining unit member's supervisor, and it will not be unreasonably denied. These days are not cumulative year to year.

E. Office Space

The Association shall be afforded an office space on the main campus of the university.

F. Appropriation of Funds

All commitments which so require are subject to the appropriation of funds and any necessary legislative action.

G. Appendices

- A. Professional Staff Performance Evaluation Form
- B. Professional Staff Salary Matrix
- C. Professional Staff Exceptional Recommendation Form
- D. Tenure Track Faculty Minimum Salary
- E. Memorandum Agreement Performance Based Salary Increase Distribution System Algorithms (PBSIDS)
- F. Faculty Load Methodology
- G. Promotion to Senior University Lecturer
- H. University Lecturer/ Senior University Lecturer Salary Matrix
- I. Minimum Hiring Rate for Lecturer Positions
- J. Side Letter Agreement-Lecturers
- K. University Tuition Remission Policy
- L. MOU-Large Class Size Load and Support
- M. Reference to 1977-1979 Agreement

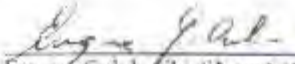
ARTICLE XVIII

DURATION

This Agreement shall become effective July 1, 2011 and shall terminate as of June 30, 2015.

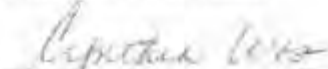
Signed this 1 day of April, 2015

For the Professional Staff Association,
Inc./AAUP:


Eugene Golub, Chief Negotiator,
President


Robert Dreganack
Negotiating Team Member

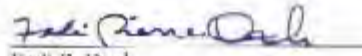

John Esche
Negotiating Team Member

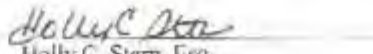

Cynthia Was
Negotiating Team Member



Manny Perez
Negotiating Team Member

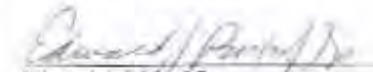

Michelle Tellefsen,
PSA/AAUP Representative

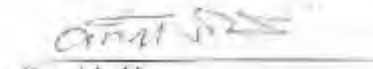
For the Employer:



Paul P. Deck,
Chief Negotiator, Provost & Senior
Executive Vice President


Holly C. Stern, Esq.
Negotiating Team Member


Kay Turner, Esq.
Negotiating Team Member


Edward J. Bisio Sr.
Negotiating Team Member


Kunal Joshi
Negotiating Team Member


Nancy M. Hark, Esq.
Negotiating Team Member

PSA Staff Evaluation Form



Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

The evaluation MUST be given to the employee no later than Sep 1, 2014 and should be submitted to HR no later than Sep 19, 2014.

Planning Performance at the Beginning of the Performance Period

At the start of employment and/or the year to be evaluated using the job description, and the Competencies Dictionary as a guideline, the supervisor is to determine and list the performance competencies that are most relevant to the individual's job. The supervisor is encouraged to consult and collaborate with the employee after initial employment. Performance requirements should be customized for departmental/functional and leadership competencies that are most relevant to success in the position.

Performance Ratings:

- 1. PERFORMANCE WHICH MEETS JOB REQUIREMENTS** - Performance which consistently meets and or frequently exceeds the position requirements. Demonstrates an inexhaustible learning curve and professional commitment to the position's responsibilities while meeting essential expectations in all regards.
- 2. PERFORMANCE WHICH DOES NOT MEET OVERALL JOB REQUIREMENTS** - Performance meets some job requirements, but is demonstrably flawed in significant ways. Needs improvement and/or performance falls consistently below job requirements and reasonable expectations.

Prior to meeting with employee and/or obtaining employee's signature, signatures of Division Head and Area VP should be obtained. After employee signature is obtained, return completed form to Human Resources.

Human Resources will share information as necessary, with appropriate representatives of the university and/or the employee. Formal, written, timely submitted rebuttals, will be shared as appropriate, prior to final certification and filing of the evaluation and prior to final merit award decisions.

APPENDIX A

PSA Staff Evaluation Form



Review Period	
Employee	

University Competencies	Rating
Team work / Collaboration	
Professionalism	
Innovative Thinking / Creativity	
Effective Communications	
Departmental / Functional Competencies	Rating

NCAA Compliance: Works in accordance with NCAA rules and regulations (if applicable)

Overall Rating

Comments: Must be provided if overall rating is "Does not meet requirements" (use additional sheet if required)

Goals (use additional sheet if required)

Employee Comments (use additional sheet if required)

I concur with the evaluation.

I do not concur with the evaluation.

Signatures	Date
Evaluating Supervisor/Dept Head	
Division Head	
Vice President	
<i>Evaluation provided to employee on</i>	
Employee	

APPENDIX B

Professional Staff Salary Matrix

Range	Year 1 Through Year 3		Year 4	
	Min	Max	Min	Max
15	\$37,368	\$62,834	\$38,396	\$62,834
16	\$39,234	\$66,012	\$40,313	\$66,012
17	\$41,193	\$69,340	\$42,326	\$69,340
18	\$43,255	\$72,758	\$44,445	\$72,758
19	\$45,417	\$76,401	\$46,666	\$76,401
20	\$47,688	\$80,249	\$48,999	\$80,249
21	\$50,071	\$84,228	\$51,448	\$84,228
22	\$52,580	\$88,467	\$54,026	\$88,467
23	\$55,208	\$92,908	\$56,726	\$92,908
24	\$57,968	\$97,522	\$59,562	\$97,522
25	\$60,865	\$102,431	\$62,539	\$102,431
26	\$63,911	\$107,553	\$65,669	\$107,553
27	\$67,110	\$113,028	\$68,956	\$113,028
28	\$70,463	\$118,577	\$72,401	\$118,577
29	\$73,987	\$124,499	\$76,022	\$124,499
30	\$77,688	\$130,704	\$79,824	\$130,704
31	\$81,572	\$137,272	\$83,815	\$137,272
32	\$85,655	\$144,134	\$88,011	\$144,134
33	\$89,934	\$151,307	\$92,407	\$151,307
34	\$94,433	\$158,904	\$97,030	\$158,904
35	\$99,154	\$166,802	\$101,881	\$166,802
36	\$104,110	\$175,135	\$106,973	\$175,135
37	\$109,313	\$183,937	\$112,319	\$183,937
38	\$114,777	\$193,213	\$117,933	\$193,213
39	\$120,515	\$202,775	\$123,829	\$202,775
40	\$126,546	\$212,898	\$130,026	\$212,898
41	\$132,873	\$223,583	\$136,527	\$223,583
42	\$139,513	\$234,765	\$143,350	\$234,765

43	\$146,490	\$246,504	\$150,518	\$246,504
44	\$153,813	\$258,828	\$158,043	\$258,828

PSA Staff Exceptional Performance Recommendation Form



Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

Exceptional Performance is defined as demonstrably superior performance for the evaluation period which consistently demonstrates a mastery of the position requirements.

Recommended for exceptional performance award:

Please provide below a summary demonstrating how the employee meets the criteria of exceptional performance as defined, listing specific contributions, characteristics and outcomes.

Justification MUST be provided if employee is being recommended for exceptional performance award.

Supervisor/Dept Head signature _____ Date _____ Division Head signature _____ Date _____

Recommendation accepted VP signature _____ Date _____
 Recommendation not accepted

Tenure Track Faculty Minimum Salary

Rank	Minimum Salary
Assistant Professor	\$52,000
Associate Professor	\$63,000
Professor	\$81,000
Distinguished Professor	\$93000

MEMORANDUM OF AGREEMENT

This Agreement made by and between New Jersey Institute of Technology (“NJIT”) and the NJIT Professional Staff Association/AAUP (“PSA”) this _____ day of December, 2010.

WHEREAS, the parties have negotiated a collective Agreement for the period of July 1, 2003 to June 30, 2007, which Agreement has been amended and supplemented by two Agreements, dated April 28, 2009 and November 19, 2009, respectively;

WHEREAS, pursuant to the MOA dated November 19, 2009, the parties agreed that with respect to performance pay for faculty in the final year of the current contractual period, to defer the development of performance-based compensation criteria and award procedures to a negotiating committee, to be guided by certain operative criteria as more fully set forth in such MOA;

WHEREAS, the parties agree to the following faculty performance-based salary increase distribution system to be implemented for FY 2011 based upon the total salary pool established as described in the MOA dated November 19, 2009;

NOW THEREFORE, the parties agree to the following contractual language:

FACULTY PERFORMANCE-BASED SALARY INCREASE DISTRIBUTION SYSTEM

1. The University’s mission and focus stand on four areas of activity of the faculty:
 - Teaching
 - Scholarship
 - Funded research
 - Service to the University, the profession and the community
2. Development of Standards of Achievement and Weighting of Areas of Activity
 - A. Each College develops standards of achievement for activities within the University’s four primary areas of focus for the Performance-Based Salary Increase Distribution System, and each Department’s Promotion and Tenure Committee, in each college, recommends standards that are compatible with the College standards for consensus adoption by the Promotion and Tenure Committee, the Chair, and the Dean. Consensus of the Promotion and Tenure Committee shall be by a majority of two-thirds.
 - B. The Department will weight the four component activities, by consensus adoption by the P&T Committee, the Chair, and the Dean. Teaching is to be weighted at 45%, and the remaining 55% divided among scholarship, funded research, and service, with a consensus among the Promotion and Tenure Committee, the Chair, and the Dean. Consensus of the Promotion and Tenure Committee shall be by a majority of two-thirds. There should be consistency in the distributions for departments with similar activities and with national norms and emerging opportunities by discipline.
 - C. The parties recognize that there may be situations where consensus cannot be reached concerning the specific criteria, and weighting of factors, to be applied by given departments. In

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such cases, the parties agree to negotiate in good faith for resolution of any issues not otherwise specifically addressed by the terms of this Agreement.

3. Procedures for Distribution

A. The Department Chair will review all annual summaries in the Department submitted on a standard University form. Scores from 0 to 10 to one significant figure shall be assigned for each of the four areas of activity utilizing algorithms appended to this document. The scores will be weighted using the weighting factors in 2(B) to produce a composite score using the Performance Assessment Algorithm Score Sheet. The composite score will be used to determine individual salary increases as per distribution algorithms agreed upon by the negotiating teams. Faculty on sabbatical receive the University-wide average % increase. They are also eligible for an allocation from the Dean's performance pool pursuant to Paragraph 4. The algorithms for teaching and funded research, as well as the algorithms for scoring of service and scholarship are attached as Schedule "A" and incorporated into this Agreement by reference.

B. 90% of the performance pool will be assigned, by ratio of total faculty salary for the department to the total faculty salary for the University, to each department according to the contract. The remaining 10% attributable to each department will be assigned to their College and distributed from that level by the Dean.

Furthermore, faculty who are reassigned from teaching to other significant formal department/college/school service (e.g. associate chair, Ph.D. program director, undergraduate advising, etc.) or university service (e.g. University P&T Committee, Faculty Council, PSA/AAUP, Middle States Self-Study Chair, etc.) will participate in the Performance-Based Salary Increase Distribution System. Such faculty are to summarize for the chair performance objectives for the applicable assignments and as part of the performance evaluation a summary of accomplishment in their Faculty Report. An additional salary increase based on performance and the exact level of administrative responsibility demanded by the specific reassignment from teaching will be recommended by the Chair/Dean from an enhanced Dean's pool based on the salaries of affected individuals by unit, the amount of effort reassigned, and the average salary increase for the faculty as a whole. The chair will consult with the Provost and/or President, as appropriate, prior to making a recommendation for an additional salary increase for significant formal university service. The funds in the enhanced Dean's pool will be extracted from the 90% allocation in proportion to the reassigned hours.

C. A standard annual summary that is consistent with the areas of focus will be developed for the University. The summary will be in an electronic format that will allow for statistical analysis of the total data for the University.

D. Faculty notification of their performance award and publication of the data on the distribution should occur simultaneously as per notification requirements of the contract. Specific notification dates each academic year will be agreed upon by the PSA and the administration at the beginning of each fall semester.

4. Specific Principles for Award Process

In order to maintain consistency in the award process, the following principles will be applied:

A. Where the Chair and Dean are the same individual, the Dean/Chair shall act as the Chair and the Provost shall act as the Dean.

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- B. The minimum award to each faculty member will be 40% of the average in the pool. A lower award shall require written justification by the Chair and, unless a faculty member explicitly waives their right to an automatic appeal, confirmation by the 2+2 committee.
- C. For the University overall, 90% of the faculty will receive at least 40% of the average in the total pool and 80% of the faculty will receive at least 55% of the average in the total pool. The distribution must satisfy this constraint.
- D. The maximum award (in terms of percentage of salary) shall not exceed twice the average increase (in percentage), including the Dean's portion of the salary increase pool.
- E. Student evaluations, as per the teaching assessment algorithm, and other measures shall be used in evaluating a faculty member's teaching performance. Certain "difficult" courses and the history of that course's evaluations will also be used in the faculty's evaluation. The number of students in a class and the number of classes taught by the faculty shall also be part of the evaluation process. The manner in which these adjustments shall be made is addressed in the attached teaching algorithm.
- F. As a general matter, the award will be based only on accomplishments and activities for the previous year. However, the Dean's 10% discretionary funds shall be used for awarding exceptional accomplishments in either or both of the years prior to the award.
- G. An additional percentage increase award for exceptional service accomplishments from the Dean's enhanced pool for faculty who are reassigned from teaching to other significant formal service will be between 1 and 5% of the average % increase for the university per hour of reassigned effort (see example in attached service algorithm).
- H. The Dean's 10% discretionary funds distributed within a college should not result in any department receiving an allocation that exceeds their original allocation by more than 25% (e.g. original allocation = \$30,000, allocation after 10% withheld = \$27,000, maximum distribution of 10% monies to department = \$37,500)
- I. If a faculty member serves as a Chair for half of a year, their full year of service will be credited to the Chair's performance pool, and their award for the full year of service shall be made from the Chair's pool.

5. Appeal Process:

- A. There shall be a two step appeal process. Appeals must be filed with the Dean within 10 business days of the faculty member receiving notification of the performance award.
- B. A meeting with the Dean will be held within 10 business days of the filing of the appeal (unless otherwise extended by the parties) where the faculty can present reasons why they believe the award is not appropriate. The Dean must render a decision within 5 business days of the meeting. If the Dean accepts the faculty member's position, or if a mutually agreed upon resolution is otherwise achieved, any additional award will come from the Dean's "10%" and the grievance is resolved.
- C. If the parties cannot resolve the grievance at Step 1, Step 2 will be a hearing by the Academic Process Review Committee (APRC). A faculty member filing a merit appeal before the APRC must file his or her appeal within 5 business days of receipt of the decision of the Dean. The APRC shall hear the appeal within ten (10) days of the receipt of the appeal, which time may be

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extended by consent of the parties, but should be convened as soon as reasonably practicable, so that the remainder of the "10%" monies can be distributed. The APRC must render a decision within 5 business days of the hearing.

6. Additional Guiding Principles:

- A. Any performance-based salary increase not covered explicitly by these criteria will be determined by the Dean and awarded from the Dean's 10% pool. This determination can be appealed to the standing 2+2 committee. The Dean in determining the final award may consider all the information supplied in the Faculty Report and by the department Chair.
- B. When an award is recommended by the Dean to fall below the established award guidelines will automatically, unless the faculty member explicitly waives their right to an automatic appeal, be submitted to the 2+2 committee with written justification for their review.
- C. Transparency shall be the rule for the entire process, with the goal of basing salary increases on measureable achievements within the defined parameters. All data associated with the Performance Based Salary Increase Distribution System for a department will be made available to all faculty in the department. Summaries of data from all academic departments will be made available to all faculty.
- D. In the event that there are issues which arise in connection with the Faculty Performance-Based Salary Increase Distribution System which were not considered and addressed by the parties, such issues shall be referred to the parties' negotiating teams for resolution.

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TEACHING - FUNDED RESEARCH ALGORITHM

TEACHING

Teaching Faculty Raw Score (FS_T) = Sum for all classes of:

(# of contact hours) X (# students in class*) X (normalized student evaluation on Question 13) X (course adjustment factor)**

* A class of fewer than 20 students will be listed as 20 students

** An evaluation of 1.5 or less is given a zero value for Q 13 in the algorithm. Student evaluations are normalized using the average evaluation in the department for undergraduate and graduate courses (normalized evaluation=faculty members evaluation/average evaluation for the department). Departments can additionally normalize the evaluations for other categories, such as higher division and lower division courses as appropriate.

Evaluations for undergraduate courses that have fewer than 10 students or fewer than 6 respondents will utilize the average department undergraduate evaluation. Evaluations for graduate courses that have fewer than 5 students or fewer than 3 respondents will utilize the average department graduate evaluation.

Course adjustment factor for a "Difficult course" = 1.25. Each department may designate 15% of their courses as "difficult courses." An algorithm will be developed to account for historically high/low evaluation scores.

TEACHING ACTIVITIES								
COURSE	FALL SPRING	CONTACT HOURS	CORRECTED		STUDENT EVALUATION	NORM EVALUATION	CORRECT. FACTOR	FACULTY Raw SCORE/ COURSE
			NUMBER STUDENTS	NUMBER STUDENTS				
Mech 234	fall	3	28	28	1.40	.56	0.00	0
Mech 235	fall	3	46	46	3.10	1.24	1.25	213.9
Mech 235	spring	3	28	28	2.60	1.04	1.00	87.5
CE620(GRAD)	spring	3	11	20	3.30	.94	1.00	56.4;
							FRS_T	347.9

Teaching scores are assigned, using the Performance Assessment Algorithm spreadsheet, on a scale from 0 to 10 with the 10 being equivalent to the highest FRS_T.

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FUNDED RESEARCH

Faculty Raw Score funded research (FRS_{FR}) = Sum of all funding for the faculty member

For multiple investigators:

- (co-)P.I.'s = $\frac{\text{total \$ for contract X 1.25}}{\# \text{ of (co-)P.I.'s X 1.25} + \# \text{ of investigators}}$
- Investigators = (total \$ for contract – (co-)P.I. \$) / (# of non-(co-)P.I. investigators)

P.I. \$=sum of contract \$ accounted for by (co-)P.I.'s

FUNDED RESEARCH

PROJECT number	FUNDING AGENCY	FUNDS		ROLE OF FACULTY*	# of PI & co-PI's	# of Investigators.	FACULTY SCORE
		EXPENDED EVALYEAR					
1	NJDOT	\$100,000		1.25	2	3	\$22,727
2	NSF	\$50,000		1.25	1	2	\$19,231
3	NJDEP	\$120,000		1	2	2	\$26,667
4	NJDEP	\$25,000		1	1	3	\$5,882
5	NJDEP	\$5,000		1.25	1	1	\$2,778
						FRS_{fr}	\$77,285

Role of faculty

*PI/co-PI =1.25

Investigator = 1

Funded Research scores are assigned, using the Performance Assessment Algorithm spreadsheet, on a scale from 0 to 10 with the 10 being equivalent to the highest FRS_{FR}.

12/9/10

SERVICE

Service activities include service to the University, the profession and the community. Examples include, but not limited to those shown and the point range for the activity*:

University		
PhD advisement		4-6
MS advisement		2-3
Faculty council member, PSA Board member, University committee, College committee, Department committee, course-program development etc.		3-5
Profession		
National society, state society, local society committee		2-5
Community		
State or regional board, municipal board, elected official		2-5

* each activity has a minimum value, 1st number, and the Department Chair in evaluating the activity can assign a value up to the 2nd number. The chair may assign a lower/higher value of the range shown with justification. The max value is 1.5X 2nd number.

Faculty Raw Score (FRS_s) = Sum[values for each service activity]

This data is added to the distribution spreadsheet by setting the highest faculty score and assigning a score of 10 to that individual. The score for all other faculty will be assigned as their faculty score/highest faculty scoreX10.

Significant Formal Service

The following formula will be used to determine any award for effort reassigned from teaching to significant formal service:

SFSA=Significant Formal Service Award

HRS=Number of hours of teaching reassigned for Significant Formal Service

%-1 to 5% as determined by the Chair or Dean

SFSA=HRS X % X Average % Increase for the University

12/9/10

SCHOLARSHIP

Each activity of all eligible faculty will be evaluated by the Department Chair, with justification, as one of three values; Refereed Journal = 1-3, Conference Proceeding = 1-2.5, Report = 1-2.5, Presentation = 1-2, Book = 1-5, Book Chapter = 1-3, Paper/Book review = 1-3.

Each department will rank all pertinent journals in the field to assist in the evaluation of papers.

Faculty Raw Score for publications (FRS_p) = Sum [values for each publication activity]

This data is added to the distribution spreadsheet by setting the highest faculty score and assigning a score of 10 to that individual. The score for all other faculty will be assigned as their faculty score/highest faculty scoreX10.

Performance Based Salary Increase Distribution System (PBSIDS)

FJD
10/8/13
MP
10/8/13

1. Apply the square root of class size to obtain teaching score.
2. To address faculty complaints with regards to teaching evaluations scores, the higher of the filtered teaching score, with and without "Ds" and "Fs" should be used.
3. For each department, the teaching score used in the computation should be modified by multiplying the scores by the average graduate teaching score divided by the average upper-level or lower-level scores as appropriate. Teaching scores for online courses will be multiplied by the regular course average for the department in any given category divided by the on-line course average. The maximum recorded score shall be four (4).
4. A variable merit percentage is applied for each individual using the total relative research score linearly adjusting teaching from 20 to 50%, research from 20-50 and service is fixed at 30. For example, a researcher with a score of 10 in research will have 20, 50, and 30 applied in teaching research and service. An individual with 0 in research will have 50, 20 and 30 applied in teaching, research and service.
5. Apply the square root of grant size to obtain research score.
6. Apply an iterative award procedure in evaluating the final award by successively eliminating highest score in each department. Award at a succeeding iteration cannot be more than award in preceding iterations.
7. Remove "difficult courses" multiplier.
8. Consideration of faculty in the "Significant/Formal Service" option should be at the discretion of the Chair.

*All else remains the same as per provided for in Exhibit 8 unless otherwise specified and or changed in the TA.

10/7/13



University General Counsel and
Executive Director of Employee Relations

file: PSA/AAUP

MEMORANDUM

TO: Saul K. Fenster, President, NJIT
Eugene Golub, President, PSA/AAUP
Gary L. Thomas, Provost, NJIT
Robert Dresnack, Chief Negotiator, PSA/AAUP
Henry Mauermeier, Vice President for
Administration & Treasurer, NJIT

FROM: Robert H. Avery, General Counsel & Executive
Director for Employee Relations, NJIT

DATE: December 7, 1993

RE: Minutes of Meeting of Officers of NJIT and PSA/AAUP
Regarding Faculty Load Methodology

The following represents the minutes of a specially called meeting of the above-referenced individuals concerning the appropriate statement of methodology for teaching load at NJIT, where consensus was reached in good faith representing guiding principle.

The fundamental principles espoused in the Preamble to Section 216 of the governing Faculty Handbook (attached) concerning faculty load methodology, are recertified, and adjusted as necessary, concomitant with NJIT's current status as a research university. Further, NJIT recognizes the nominal teaching load of nine contact-hours per semester as representing that evolution of NJIT to its current status as a public research university.

This recertification and recognition is understood to be dollar neutral at this point in time, from and with respect to status quo prior to recertification methodology. However, it is contemplated that there are potential redistributions of certain individual load assignments, modest class size adjustment where and when appropriate and necessary flexibility in program administration to maintain institutional integrity while remaining true to the methodology herein recertified.

The principals, to this meeting of the minds, further understand that those faculty who are primarily, only teaching may be expected to teach up to 12 hours. Currently, excluding School of Architecture faculty hours, the university cites approximately 37 +/- faculty teaching

University Heights
Newark, New Jersey 07102
(201) 596-3107/6383

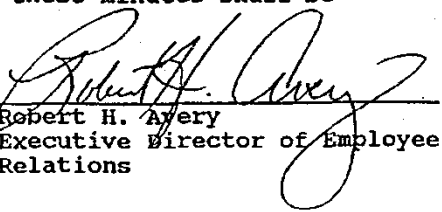
twelve (12) hours and 14 more teaching between 9 and 12 hours. This snapshot represents significantly less than 18% +/- of the faculty body and within the College of Engineering the percentage is lower still. It is anticipated that these numbers will not increase and over time will diminish as the academic mission of the university is fully realized throughout its faculty constituency.

As governance of consensus is appropriate from time to time, the principals or their formal successors and/or assigns agree to maintain periodic review of the integrity of this methodology giving due attention and respect to real or genuinely perceived aberrations herefrom as brought forward by the university, its individual faculty and/or from among the governing jurisdiction of the PSA/AAUP or Faculty Council.

Initially, the university commits to aggressively certify this methodology from among the faculty engaged primarily in teaching within the graduate disciplines. Additionally, it is understood that governance of principles herein espoused contemplates undergraduate cooperative education, and other similar teaching relating assignments to be recognized as part of the faculty assignment and be handled in an equitable, consistent and reasonable practice at the departmental level.

Agreement with the minutes as set out above shall be certified by initialling his assent next to his respective name.

Finally, the principals agree that this recertification contemplates the sunseting, as specifically negotiated to good faith closure, of Article XIII. G., Thesis Advisement Reimbursement of the successor Collective Bargaining Agreement between NJIT and the PSA/AAUP as well as a comprehensive negotiated package of mutual concessions as discussed in principle heretofore, at which time these minutes shall be recertified.


Robert H. Avery
Executive Director of Employee
Relations

RHA:BCD

FPD
10/18/13
MP
10/18/13

Promotion to the position of Senior University Lecturer

1. Background

The Senior University Lecturer is a rank of distinction that can be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is offered to candidates with documented superior performance and credentials in their domain of expertise. Given the nature of instructional focus of these positions, promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent full-time teaching at the college level may be considered for two of the required five year period. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated.

2. Procedure

The promotion process is initiated by the candidate's department chair. The candidate is asked to submit a dossier for consideration at the departmental level. The dossier will contain information and supporting materials supplied by the candidate, department, and university. The department chair reviews the submitted materials and may consult with other faculty in the department who are familiar with the candidate's work or with the departmental Promotion and Tenure Committee. A recommendation from the chair, along with the dossier, is then submitted in writing to the dean of the candidate's school/college. The dean will, in turn, review the dossier and the chair's recommendation and will write a recommendation letter that is forwarded, also along with the dossier, to the Provost for final action. The Provost will notify the candidate regarding approval or denial of promotion in writing, with copies sent to the department chair and Dean. A candidate for promotion who contends unjust denial may appeal the decision in writing to the Provost through the department chair, and dean, within 14 calendar days of the date of receipt of written notification of denial. Grounds for appeal exist when the denial of promotion resulted from the fact that not all evidence in support of the candidate was presented at the time of the original consideration or when the denial resulted from procedural irregularities.

3. Required Materials

The dossier should be submitted in electronic form and must include the following components:

- 3.1 Information on the Candidate (required)
 - Candidate's Biographical Data (including CV in NJIT format)
 - Candidate's Personal Statement on Teaching (Max 2 typed pages)

3.2 Recommendations (required)

Summary report and recommendation of department chair
Annual reviews written by the Department Chair in the five preceding years.
Recommendation of dean

3.3 Assessment of Instruction (required)

List of all course taught by candidate in past five years inclusive of enrollment data
Sample of teaching materials (syllabi, notes, handouts, etc.)
Evaluative summary on quality of teaching
Tabular summary of student evaluations for all courses taught in the five preceding years, actual rating sheets, all student comments in uncited form, a summary indicating the spread of numerical responses, and grade distribution in each of these classes.
Courses and curriculum development involvement

3.4 Assessment of Scholarship (optional)

Grant activities related to teaching
Scholarly contributions, primarily related to teaching, including publications in the discipline, pedagogy, and in applications of research to educational contexts.
Presentations of scholarly work at conferences, professional meetings or workshops.

3.5 Assessment of Service (optional)

A statement addressing the candidate’s work on departmental, college, and university committees as well as service external to the university including professional organizations.
Outreach contributions, including K-12 involvement, service to the community, and the profession.

4. Schedule

Submission of dossier to department chair: October 1st
Forwarding of department chair recommendation and candidate’s dossier to dean: December 1st
Forwarding of dean’s recommendation and candidate’s dossier to Provost: February 1st
Written notification from provost to candidate: April 1st
Submission of appeal: April 15th
Response to appeal: May 30th
If awarded, promotion is effect Fall of the next academic year.

APPENDIX H

University Lecturer/ Senior University Lecturer Salary Matrix

Rank	Minimum*	Maximum
University Lecturer	\$36,507	\$74,883
Senior University Lecturer	\$41,375	\$100,380

APPENDIX I

** The minimum hiring rate for all Lecturer positions shall be no lower than the lowest salary received by a currently employed lecturer during the applicable year.*

APPENDIX J

Side Letter Agreement – Lecturers

This Side Letter Agreement made this 8th day of October, 2013, by and between the Professional Staff Association Inc. /AAUP (PSA) and the New Jersey Institute of Technology (NJIT), the Parties to this Agreement.

The Parties agree to address University Lecturers' salaries, by adding an additional \$80,000 to the base salaries of Lecturer's with annual salaries below \$50,000/year, during the term of the Agreement. These monies will be distributed as follows: \$40,000 in Fiscal Year 2014, and \$40,000 in Fiscal Year 2015. These monies will be in addition to any monies to which these Lecturers are otherwise entitled under the Lecturer Merit Program.

A portion of the monies to be distributed will be used to ensure that by Fiscal Year 2015, all Lecturers have attained a base salary of at least \$46,000 a year. Once all lecturers' salaries reach the \$46,000 threshold, the \$50,000 stipulation is removed, and any remaining funds will be distributed at the discretion of the Provost. The monies shall be used, within the parameters established by this Side Letter, to address individual cases as determined by the Provost. The PSA will be informed of all such adjustments. Discretionary Decisions made by the Provost with respect to the distribution of this fund shall not be appealable or grievable under the Agreement, except to the extent that they violate the explicit terms of this Side Letter.

This Side Letter Agreement is made on a one-time, non-precedential basis and shall not be used by the parties as a binding practice or precedent in any future proceedings and/or negotiations.

For NJIT

Fadi Pierre Odeh 10/8/13

Date

For PSA

M. Rey 10/8/13

Date



Tuition Remission Policy

All Tuition Remission Plans described in this Policy are subject to the availability of funds as determined by the President of the University. While NJIT expects to continue the Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable. To the extent that collective bargaining agreements contain different provisions, such provisions shall be controlling.

Overview

New Jersey Institute of Technology (hereinafter "NJIT") recognizes the importance of investing in Tuition Remission for its employees. To this end, NJIT's Tuition Remission Policy provides eligible employees and their dependent child(ren) with the opportunity to advance their education, and provides employees with a means to achieve, maintain or enhance existing professional skills. The Policy summarizes who may participate in the Plan, what programs qualify for reimbursement, and how to apply for Tuition Remission assistance. The Human Resources Department is responsible for Plan administration.

The Program

A. General Eligibility for Employees:

1. Tuition assistance is available to full-time employees and part-time employees who work a minimum of 20 hours per week, and members of the Air Force Reserve Officers' Training Corps (AFROTC). Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for tuition remission benefits.

2. Eligibility begins after one year of continuous employment at NJIT and continues while the employee is actively employed when course(s) are completed. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

B. General Conditions of Program for Employees:

1. **Costs and Associated Expenses:** An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The cost of fees, textbooks, laboratory breakage, travel (where applicable) and other incidental expenditures are the responsibility of the employee. Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.

2. Coverage:

(a.) General:

(i.) Approved programs, which include both degree programs and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career at NJIT and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

(ii.) The Plan does not reimburse for professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses. Funds may be available from the employee's department to cover non-credit bearing courses and certifications that are not eligible for tuition remission benefits.

(iii.) When departmental funds are used to cover tuition costs, employees may take non-matriculating college credit courses to enhance their on-the-job skills, provided they receive advance written approval from the appropriate Department Head/ Dean and area Vice-President.

(b.) Programs at NJIT:

A maximum of two (2) credit bearing courses, per Fall or Spring semester, or Summer, may be taken by full-time employees at NJIT for a maximum of (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses are paid only for the minimum required for the program. Eligible part-time employees may enroll in one (1) course per Fall, Spring, or Summer semester, up to a maximum of three (3) courses during the year.

(c.) Programs Taken at Other Colleges/Universities:

(i.) Course Limits:

A maximum of two (2) credit-bearing graduate or undergraduate courses, per Fall or Spring semester, or Summer, for tuition only, up to a maximum of the NJIT in-state per credit tuition rate, may be taken by the employee at another accredited college or university, for a maximum of six (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses will be paid up to a maximum of the tuition rate at NJIT. Tuition balances that exceed the NJIT in-state per credit tuition rate at another accredited college or university, and all fees, are the responsibility of the employee.

(ii.) **Cross Registration:**

Tuition costs for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for tuition remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

(iii) **On-Line Courses:**

Many on-line accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less fees and cost for books and other equipment), and the amount of tuition paid, if applicable, and submit the final grade upon completion of the course. Tuition for on-line courses will be paid up to the maximum in-state per credit tuition rate paid for courses taken at NJIT.

3. **Other Requirements and Conditions for Employees:**

(a.) **Primary Employment Obligation:**

Tuition assistance approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate. Employees are expected to make up lost work time.

(b.) **Spouses:**

Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive tuition benefits.

(c.) **Separating from NJIT:**

If an employee terminates employment with NJIT, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of NJIT before completing the course must reimburse the university.

C. Eligibility for Dependent Children:

1. Employment Status of Parent:

(a.) Eligibility for tuition remission as an NJIT student (including NJIT cross-registration programs) begins immediately upon employment of the parent at NJIT. Tuition remission benefits for dependents are not available for programs at other universities that are not part of an NJIT-affiliated program.

(b.) The parent of the child must be regularly employed on a full-time basis as of the first day of the course. To remain eligible, the dependent's parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntarily or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

2. Definition of Dependency:

(a.) A dependent child shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee's federal income tax return. The university reserves the right to request a copy of the parent or legal guardian's federal income tax return.

(b.) The dependent child must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee's dependent (documentation is required).

(c.) The dependent child must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

3. Requirements and Conditions for Dependents:

(a.) Dependent children must register for a full-time, matriculating, undergraduate program at NJIT for the child's first baccalaureate degree. Dependent children must be registered for no fewer than 12 credits and not more than 19 credits per semester. The Plan does not cover graduate courses for dependent children. The dependent child may register as part-time only during the last semester of his or her senior year.

(b.) Dependent children must meet the university's academic admissions requirements and follow registration procedures. The cost of textbooks, fees, travel, laboratory breakage and other incidental expenditures are the responsibility of the employee.

(c.) Dependent children will receive tuition assistance for only one summer course. Eligibility for tuition remission during the summer will require written approval of the student's academic advisor and will count as one semester of tuition assistance.

D. Other Program Requirements Applicable to All Eligible Participants:

1. Satisfactory Academic Progress:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility.

2. Scholarships, Grants, G.I. Bill Benefits:

(a.) The plan will not pay for any course more than once, and it will not duplicate other educational assistance the dependent may be receiving, such as scholarships, veteran's educational benefits or other financial aid. In no case will tuition be granted beyond 10 terms for a 4 year program or beyond 12 terms for a 5 year program.

(b.) After scholarships, grants, G.I. Bill benefits, and other third party grant sources of payment, if any, have been applied to tuition and fees, the remaining balance of tuition and fees (if applicable) shall be eligible for waiver in accordance with the terms of this policy.

3. Courses Taken During Previous Semesters:

Tuition cannot be approved retroactively for courses taken during previous semesters.

4. Auditing or Repeating a Course:

Tuition Remission will not be granted if the employee or dependent chooses to audit a course and therefore does not receive a grade. Tuition Remission does not cover the cost of tuition for courses that the employee or dependent elects or is required to repeat.

5. Reimbursement:

(a.) Prior to the grant of Tuition Remission benefits the employee must complete the required Tuition Remission Form making his or her request and authorizing NJIT to deduct from his or her salary any amount that may become due under the Tuition Remission Program because of the receipt by the employee and/or his or her eligible dependent of a grade of less than "C", Fail or Incomplete.

(b.) Reimbursement for employees and/or their eligible dependents can be paid through the Bursar's Office, or through payroll deductions set up through the Payroll Office.

6. IRS Taxable Income:

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

7. Grades:

(a.) Submission Deadline:

Employees and their dependents taking courses at NJIT are not required to submit grades. Final grades will be obtained by the Human Resources Office through the SIS system. Upon the completion of a course, employees taking courses outside of NJIT are required to submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). If grades are not submitted, tuition reimbursement will not be processed for the following semester.

(b.) Grades of "C" or Better; Pass:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility. If a course is not completed, or the employee and/or dependent receives a grade below a "C", or in a Pass/Fail course the course is failed, the cost of tuition for the course(s) must be repaid by the employee to the university at the per credit rate.

(c.) Grades Less than "C", Fail or Incomplete – NJIT Reimbursement:

As noted, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for courses taken by the employee or his/her dependent for grades of , "D" (deficient), "F" (failed), or failing to convert a grade of "I" (incomplete) to a grade of "C" or better within one (1) semester. Reimbursements for dependents will be calculated on the per credit rate charged. The employee will be required to make arrangements with the Payroll Office to reimburse the university tuition remission benefits paid on behalf of the employee and/or their dependent.

If the employee does not agree to make arrangements to reimburse the university, further tuition remission benefits will be denied, and the university reserves the right to commence automatic payroll deductions from the employee's salary not to exceed ten percent (10%) of the employee's bi-weekly salary until the full amount due is paid. As noted above, by signing the Tuition Remission Form, the employee authorizes NJIT to deduct the reimbursement from their salary.

(d.) Withdrawing from a Course:

If an employee or his or her dependent withdraws from an NJIT course after the Registrar's Office withdrawal deadline date, (the add/drop period) the employee must reimburse the university. If an employee withdraws from a non-NJIT course, the employee must reimburse the university if NJIT paid for the course.

E. Procedures for Applying for Tuition Remission:

1. Initial submission of the applicable forms for tuition remission approval must be filed thirty (30) business days prior to the start of the semester. Thereafter, the employee must complete and submit a Tuition Remission Form before the beginning of each semester. The appropriate documentation must be attached to the tuition form, and the form must be signed by the employee and approved by the employee's Department Head/ Dean and area Vice President. Incomplete forms will be returned.

2. When all approval levels have been met, the Tuition Remission Form must be submitted to the Human Resources Office for processing.

3. Employees who are requesting tuition remission benefits for their eligible dependents must complete a Tuition Remission Form at the beginning of each semester. The form must be signed by the employee, and approved by the employee's Department Head/ Dean and area Vice President. Adequate supporting documentation must be submitted to support the amount of the benefits requested. Supporting documentation can include Bursar's Office statements, financial aid information and course statements from the registrar, or other documentation, as requested.

4. Tuition Remission Forms are available in the Human Resources Office or can be downloaded from the HR website at www.njit.edu/humanresources

5. If courses are taken at another accredited college or university, the enrollment form, invoice or proof of payment must be attached to the Tuition Remission form.

APPENDIX L

MOU–Large Class Size Load and Support

To improve efficiency in course delivery without compromising course quality and content, large classes will be limited to courses that will not be impacted detrimentally. The objective is to effectively utilize faculty resources while avoiding teaching loads with too many contact hours for the faculty to effectively conduct research, scholarship and other faculty duties.

Course loads and the support required to accomplish this objective are outlined below.

Load Credit Multiplier (LCM) For each section taught by an instructor, there is a load credit multiplier (LCM) that when multiplied by the number of contact hours for the course yields the load credit received by the instructor for teaching the course. The LCM guide for a section is determined by the enrollment in the section according to the following table:

	Load Credit Multiplier (LCM)
From 1 to 39 students	1.00
From 40 to 49 students	1.25
From 50 to 74 students	1.50
From 75 to 99 students	1.75
100 or more students	2.00

Principles for Grading Support

Important principles apply when grading support is provided:

1. Departments will provide and set qualifications for graders.
2. The instructor must supervise the grading, retains responsibility for grades given, and must review contested grades.
3. In all courses, the faculty has responsibility for the course content and pedagogy including the assignment and assessment of homework, projects, papers, quizzes and exams. The faculty

will continue to fulfill this responsibility through institutional structures including curriculum committees, departmental administration, course coordinators and as individual instructors. Additional resources beyond those in place, such as graders, required to implement assessments are approved and distributed by the Provost through the deans and the chairs.

4. Regardless of the level of grading support provided, instructors are expected to retain regular personal involvement in the grading of student work. This involvement must be sufficient for the instructor to have a clear understanding of the progress of the students in the class. While instructors can expect assistance with grading responsibilities in recognition of their efforts to supervising grading, this MOU does not mandate the reduction of an instructor's personal grading load for any course below half that required for a normal-sized class.
5. Courses which utilize common shared grading of exams will distribute grading responsibility among the instructors in an equitable manner. The course coordinator will assign grading duties to the instructors, as much as practicable, taking into consideration the grading support assigned to each instructor.
6. In some courses, such as many writing intensive courses, for which qualified graders (or appropriate alternative grading methods) cannot be secured, large-lecture format will not be used.
7. The large class workload formula described in this MOU shall apply to faculty and university lecturers.

Grading support will be provided to support large classes when the total student-hour load of the instructor exceeds the expected grading load. This expected grading load for each instructor is determined by multiplying the instructor's nominal course load (the number of standard sized classes which would be assigned after any released time is applied) by 30. When the actual total student-hours taught by an instructor exceed the expected grading load, grading support will generally be provided, as required, to the instructor in large sections which exceed 33 students. The extent of grading support provided will depend on the department and the makeup and delivery of the course taking into consideration the actual grading load.

REFERENCE TO 1977 – 1979 AGREEMENT

Faculty Rights and Responsibilities as referenced in the 1977-79 Agreement.

A. The following matters may be grieved up to and including Step 3 but shall not be subject to the arbitration provisions of this Agreement unless and until special legislation is passed providing for such arbitration.

1. The Employer agrees to involve the faculty, through faculty governance, in the development of proposals for possible restructuring of the University.

2. The President of the University shall consult with the Faculty Council prior to any planned substantial change in the number of tenured personnel or the percentage of tenured personnel based on the number of full-time teaching lines and shall give serious consideration to any disagreement expressed.