

## UCAN - NJIT Memorandum of Agreement

This **MEMORANDUM OF AGREEMENT** is made this 19th day of January 2024, by and between New Jersey Institute of Technology (NJIT) and the United Council of Academics NJIT, Rutgers Council of AAUP Chapters, Adjunct Unit, AAUP-AFT AFL-CIO (“UCAN”), the Parties to this Agreement.

**Whereas**, the UCAN and NJIT are Parties to a collective negotiations agreement dated July 1, 2015 through June 30, 2019, (the “Contract”) setting forth terms and conditions for certain employees that was extended through June 30, 2022 by a Memorandum of Agreement dated December 5, 2019;

**Whereas**, the Parties agree that this agreement represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to the terms and conditions of the successor collective negotiations agreement, for the term of July 1, 2019 through June 30, 2022, hereafter referred to as the “Contract.”

**Therefore, the Parties agree as follows:**

The provisions of the expired July 1 2015- June 30, 2022 Contract, with the term July 1, 2015 to June 30, 2022, shall be re-certified and incorporated as a July 1, 2015 to June 30, 2026 Contract. Except as expressly addressed in this memorandum of agreement, the terms and conditions contained in the July 1, 2015 - June 30, 2022 agreement remain unchanged. The parties agree to the following changes:

- 1. Remove the following: Article XII - Joint Committee on Adjunct Appointments, Evaluations & Career Advancement.**
- 2. Remove the following: Article XIII – Promotions**
- 3. Article XI. – Initial Appointment and Reappointment**

A. Unit Members who are available for employment in a particular semester may submit a written notification of availability to the department in which they wish to be employed, including the specific number of semesters as an Adjunct for NJIT for each course taught. Departments shall acknowledge receipt of such notification. Availability does not guarantee the appointment if the same course(s)/number of sections is not offered, however, departments shall make good faith efforts to fully consider the qualifications of those who submit a written notification of availability, and, other things being equal, preference shall be given to a Unit Member who has taught the same course(s)/number of section(s) previously at NJIT over one who has not. An adjunct’s compensation/compensation tier shall not be considered by NJIT in reappointment decisions. If a unit member is not reappointed, NJIT shall provide in writing, to the unit member and to UCAN the reason(s) for non-reappointment at the time that this decision is made, but, barring unforeseen circumstances, no later than three weeks prior to the first day that the class in question is scheduled to begin. Reappointment shall not be unreasonably denied. Failure to follow the process outlined herein is grievable under the contractual grievance procedure (**currently** Article 22) of this agreement, but the managerial assessment as to qualifications in deciding whether to rehire/reappoint a Unit Member is not subject to the Grievance Procedure. Managerial assessment shall not be made arbitrarily or capriciously.

In the event that two or more adjunct faculty have previously taught the same class, and the number of course sections is not sufficient to rehire all of these adjuncts, then the department shall consider the qualifications of those who submit a written notification, and, other things being equal, the following shall be additionally considered in making the assignment:

- 1) the Unit Member(s) who has/have taught the course most recently and
- 2) if no Unit Member(s) has/have taught the course more recently than others, then the adjunct(s) with the most seniority, by date of hire in the department, and
- 3) if multiple sections of the course are available, then efforts shall be made to distribute evenly among eligible and qualified adjunct faculty based on criteria 1) and 2)

B. Except in emergency situations requiring a shorter period of time to fill a vacancy, adjunct instructors shall receive, at least two weeks prior to employment, an adjunct contract from NJIT indicating the position, appointment term, salary, department, supervisor, the period for which the appointment is effective, course(s) assigned, number of credit hours, the approximate number of students which she/he is expected to teach in the section/course for which she/he is hired, and tentative dates, times and location of the section/course. **Beginning two (2) calendar weeks before the beginning of each semester, and continuing through two (2) calendar weeks after the beginning of each semester, NJIT shall provide UCAN with a daily report identifying new hires and new assignments recorded in NJIT's system of record. If any emergency appointments are made, as defined above, UCAN may request the reasons for such emergency appointment, and those reasons shall be provided within two (2) calendar weeks of the request.** There shall be a mandatory orientation for all new adjunct instructors. Such employees shall be advised that the terms and conditions of their employment are governed by the UCAN contract and the University's policies and procedures. The employee will be provided with appropriate website reference on which this Agreement shall be available. Upon appointment, the employee shall be given a copy of the applicable job description and where such exists, any other criteria related to a specific assignment (including but not limited to course/project titles and descriptions).

1. Departments shall provide new Adjuncts with materials orienting them to the academic and administrative functions of the Department and NJIT, which shall be consistent with the provisions of this Agreement and NJIT's policies and procedures.
2. NJIT shall provide in writing to Adjuncts when appointed, a list of NJIT websites and/or information related to obtaining identification cards, parking permits, direct deposits of salary checks, and all available benefits.
3. Departments shall provide Adjunct Contract in Self Service Banner for rehire at least 30 calendar days prior to the beginning of the next semester.
4. Adjunct instructors shall be appointed for a semester-long teaching position. Adjunct instructors may be hired at any time for a semester or multi-semester term at the sole discretion of the department and university.
5. Cancellation of courses:  
Once the Adjunct Contract is signed and accepted,

1. If a course is canceled within one week prior to the first day of class, the adjunct instructor will receive 1/8th of the salary for that semester;
2. If the course is canceled on the first day of class or later, the adjunct instructor will receive full 1/5 th of the contracted salary for that course.

#### **4. Article XIV—Evaluations**

6. The written evaluation of adjuncts is course-based and is completed by an evaluator designated by the chairs of the academic departments. In the case of schools or colleges without departments, the dean or their academic designee will appoint the evaluator. The evaluations are completed during the semester in which the course is being taught if the adjunct falls into one of the following categories:
  - a. Adjuncts will be evaluated by Peer Evaluation during the first semester that they teach any course for the first time. This applies only to new hires, starting with the semester immediately following contract ratification.
  - b. If the evaluation procedures outlined here are not implemented in at least 50% of Departments in the third contract year, they will be dropped from the Agreement after June 30, 2025, unless there is mutual agreement to continue. The dropping of this Article from the Agreement shall not impact any other Article of the Agreement.
7. Evaluation Process
  - a. Peer Evaluators may be faculty without supervisory responsibility who are considered master teachers, or adjuncts who have undergone NJIT Evaluation Training. Adjuncts shall not be mandated to be evaluators.
    - i. NJIT agrees to provide training for all those who will conduct evaluations. This training will include how to best conduct in-person assessments, and how to assess both synchronous and asynchronous online courses.
  - b. Adjuncts and evaluators shall mutually agree upon the class period for the evaluation. However, if there is no agreement on a class period within the first four weeks of the semester, then Adjuncts will receive advanced notice on when they will undergo evaluation. In advance of the class visit, adjuncts will be required to submit syllabi and course materials to the evaluator.
  - c. Management and UCAN will create a joint committee that will be charged to create an evaluation form that is completed by the evaluator at the conclusion of the evaluation, and a process for appealing negative evaluations.
    - i. The chair will sign off as the second review
    - ii. In the case of MTSM the evaluation will be signed off by the Dean as the second review.
  - d. The written evaluations will be sent to the adjunct instructor within three (3) weeks after the end of the semester of eligibility, but prior to the beginning of the next Fall or Spring semester.
    - i. The adjunct instructor may rebut comments made in their written evaluation in writing within two (2) weeks of receipt.

- ii. The original evaluation and the comments, if any, made by an adjunct instructor are kept in the adjunct instructor's personnel file located in the Department of Human Resources and shall be treated as confidential.
- e. Any adjuncts doing evaluations shall be compensated for preparation, class observance and reporting, as well as for the evaluator training, at an hourly rate equal to their regular compensation rate.

**5. Article XVI - Compensation: (Management’s MOA language):**

- I. Salary Program and Compensation: NJIT shall implement a tiered compensation system for adjunct instructors, reflecting different rates based on: the number of semesters previously taught at NJIT since the Winter 2011 semester (Fall, Winter, Spring **EACH** count as one semester, and Summer counts as one semester, regardless of how many sessions are taught during the summer that year). For adjuncts who taught classes prior to Winter 2011, there will be a rebuttable presumption that the adjunct’s proper placement is the highest seniority tier. NJIT’s ability to rebut the presumption ceases as of the 2024 Fall Semester.

Pay structure for adjunct instructors at Hillier College of Architecture and Design shall be based on the number of contact hours, and shall be as set forth in the following chart:

Title/Tier	Range # of Semesters Previously Taught	Current Rate Per Contact Hour	Effective Fall 2022	Effective Spring 2024	Effective Fall 2024	Effective Fall 2025
Adjunct/1	0-9	\$1,850	\$2,442	\$2,515	\$2,591	\$2,668
Senior Adjunct I/2	10-19	\$1,850	\$2,442	\$2,515	\$2,785	\$2,889
Senior Adjunct II/3	20+	\$1,850	\$2,442	\$2,515	\$2,785	\$3,084

Pay structure for all other adjunct instructors shall be based on the number of credit hours, and shall be as set forth in the following chart:

Title/Tier	Range # of Semesters Previously Taught	Current Rate Per Credit Hour	Effective Fall 2022	Effective Spring 2024	Effective Fall 2024	Effective Fall 2025
Adjunct/1	0-9	\$1,850	\$2,442	\$2,515	\$2,591	\$2,668

Senior Adjunct I/2	10-19	\$1,850	\$2,442	\$2,515	\$2,785	\$2,889
Senior Adjunct II/3	20+	\$1,850	\$2,442	\$2,515	\$2,785	\$3,084

## 6. Load Credit Multiplier

- I. To improve efficiency in course delivery without compromising course quality and content, large classes will be limited to courses that will not be impacted dramatically. The objective is to effectively utilize adjunct resources while avoiding teaching loads with too many contact hours for the adjunct to effectively perform adjunct duties, furthermore, existing department and school caps that are lower shall first be applied on an equitable basis to adjunct faculty on the same basis as applied to Lecturers and Tenured Faculty.

Course loads required to accomplish the objectives are outlined below:

Load Credit Multiplier (LCM): For each section taught by an instructor, there is a load multiplier (LCM) that when multiplied by the number of students taught 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 on the 10<sup>th</sup> day of the semester.

### II. Classes

Number of Students Taught	Load Credit Multiplier (LCM)
1 to 43	1.0
44-55	1.25
56 to 80	1.5
81 to 104	1.75
105 or more	2.0

- i. 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.
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 formats will **not be utilized**.
7. Grading support will generally be provided, as required, to the instructor in large sections which exceed 33 students.

**7. Article XX(A) (Previously “Support for Adjunct Instructors”, now “Orientation”)** shall be modified as follows:

At the beginning of the Academic Year, the University shall conduct mandatory orientation workshops for all new adjunct instructors to provide general instruction, information on University policies and procedures, healthcare and benefits, and to review general job expectations and job requirements. **Two orientation sessions will be scheduled in advance of every semester; adjunct instructors may select the session they wish to attend.** Both parties shall jointly publicize the orientations and their agendas. **In addition, each school/department will be encouraged to provide an academic orientation within the first week of classes.**

**8. Article XXI (Tuition Benefit for Adjunct Instructors)** shall be replaced as follows:

Commencing with their third semester of employment with NJIT, Adjunct instructors are eligible for a 100% discount on NJIT tuition for two courses at NJIT per semester during their employment. The phrase “during their employment” shall mean a semester in which the adjunct is instructing, or, if the adjunct taught a class in the Spring semester and took less than two (2) courses during the Spring semester, that adjunct may take a class or classes during the Summer semester, up to a total of two (2) classes combined Spring and Summer semesters. Should the adjunct not receive a grade of “C” or better in a class, the adjunct will be required to retroactively pay NJIT the amount of the tuition waiver within thirty (30) days of the receipt of that grade.

9. **Article XXII (Grievance Procedure)** shall be modified as follows:

- a. Article XXII(C): Informal Procedure:  
Prior to filing a written grievance, the aggrieved party shall attempt to resolve the issue informally with their immediate supervisor. If the grievance is not resolved within ten (10) working days after the action occurred or when UCAN should have been made aware of the issue, **then** the grievance should proceed to Step 1 as detailed below. Any agreements made during this informal procedure shall not be precedential but are binding.
- b. Article XXII(C) Step One: Grievances that are not resolved at the informal step shall be presented in writing to the Department Chair **and/or the responsible party** within **forty-five (45)** calendar days after the action occurred or when UCAN should have been made aware of the issue. Extensions to this deadline, made in writing, will be granted. Within ten (10) working days of receipt of the written statement, the **responsible party**, Chair, or their designee, will arrange for a meeting. **UCAN may bring any representatives it considers necessary. The grievant is typically to be accompanied by up to two representatives from UCAN, but up to a total of seven (7) representatives can accompany the grievant in unique circumstances when necessary.** Within ten (10) working days of the conclusion of this meeting, the grievant shall be sent a written decision. UCAN representatives should be copied.
- c. Article XXII(D) Step Two: Within ten (10) working days of receipt of the Step One decision, UCAN may request a Step 2 hearing by forwarding the grievance to the Office of the Provost with a copy to Human Resources, requesting that the grievance be heard by the Provost, Senior Vice President for Academic Affairs or their designees. This meeting shall happen within ten (10) working days from the request for a Step Two hearing. **UCAN may bring any representatives it considers necessary. The grievant is typically to be accompanied by up to two representatives from UCAN, but up to a total of seven (7) representatives can accompany the grievant in unique circumstances when necessary.** A written decision shall be sent to the grievant within ten (10) calendar days of this meeting. UCAN representatives should be copied.  
  
If there is no resolution to the grievance at Step Two, the grievance may proceed to Step 3, as detailed below.
- d. Article XXII(E) **Step 3**: UCAN may submit a request for mediation to the Vice President of Human Resources, or his/her designee, on behalf of the grievant within **twelve (12)** calendar days of the written Step Two decision. Upon mutual agreement of both parties, a non-binding mediation may be scheduled with a mediator selected from a list of mediators selected by both UCAN and NJIT. Both parties will share the costs of the mediation. Within twenty (20) days of selecting a mediator, the parties shall schedule a date for the mediation. The mediation will stay the timelines in Step Four (arbitration).
- e. Article XXII(F) **Step 4**: If UCAN is not satisfied with the Step 2 answer, **and a Step 3 mediation did not take place**, and the grievance involves a violation of the express terms of this Agreement or a written NJIT policy involving negotiable terms and conditions of employment specifically incorporated into this Agreement

by reference, UCAN within **thirty-five (35)** calendar days of receipt of that answer, may submit the grievance to arbitration in accordance with the provision of this Agreement below. **If a mediation took place and did not resolve the grievance, then UCAN may submit the grievance within 35 calendar days of receipt of a Step 2 answer to arbitration in accordance with the provision of this Agreement below.** It is expressly understood that administrative decisions involving non-mandatorily negotiable issues of employment shall not be arbitrable.

- f. Article XXII Notice, paragraph 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 occurs first. 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. **If the communication is sent via email, and if there is no evidence to indicate that the email was not received (e.g., there is no email rejection notification), then notice of the communication will be deemed to have occurred as of the date and time the communication was sent.**

**10. Article XXVI—Health Benefits:** UCAN adjuncts will by the 2024-25 academic year, have a Medical FSA and/or HSA account setup by NJIT to which they can voluntarily contribute.

**11. Article XXV—Sick Leave:**

- I. Adjunct instructors will accrue sick leave equivalent of two full weeks of class sessions each semester per course taught. There shall be no payout for unused sick leave. Notice of intent to use sick leave shall be governed by NJIT policy.
- i. These negotiated sick leave provisions are a clear and express waiver of the employee’s individual rights under the New Jersey Paid Sick Leave Act.
- ii. NJIT will participate in UCAN advocacy efforts with the State to provide health benefits for adjunct instructors.

**12. Article XXX—Parking Fees & Expenses** Add the following:

- D. Transportation
1. NJIT shall make Qualified Transportation Fringe Benefits available for all employees covered under this contract in the form of employer-provided transit passes or reimbursement, for any form of mass transit, up the maximum allowable deduction as defined by the IRS.

**13. Article XXXI—Professional Development:**

Article XXXI shall be modified as follows: NJIT will provide a Professional Development Fund in the amount of \$40,000 for each academic year, effective academic year



2022-2023, for professional development activities specifically related to pedagogic and related professional development needs of adjunct instructors in connection with and related to their professional activities at NJIT. The funds will be distributed at the discretion of the college dean and chair to promote the professional development of adjunct instructors. Approval of the funds shall not be unreasonably denied. Adjuncts shall typically be notified within two calendar weeks of the approval or disapproval of their request. If funds are denied, a reason shall be provided in writing to the adjunct and UCAN upon request.

UCAN shall be notified every time an adjunct makes a request for funds. UCAN shall designate a representative, for whom NJIT shall grant query permissions to monitor this account.

Only adjunct instructors with bargaining unit status shall be eligible to apply for money from this Fund. No one adjunct instructor will receive professional development funds in excess of \$2500 during any academic year.

Funds shall be approved for the following:

1. Conferences, workshops and trainings, including costs related to registration, travel, and room and board and any other reasonable expenses
2. Online conferences, workshops, trainings, and certificate programs
3. Research projects and field studies
4. Upcoming membership dues for a professional organization

Adjunct instructors approved for professional development may also use funds toward the cost of tuition remission (as set forth in Article XXI). If the entire fund is not awarded in any given year due to a lack of applications, then up to **\$20,000** from the remaining fund shall be rolled over and added to the funds available for the following year. Notwithstanding the foregoing, the amount of funds in this account shall not exceed \$60,000.

**14. New Article : Adjunct Class Assignments :** The parties agree that the maximum number of classes that an adjunct can teach in a single semester shall not exceed three (3). Semester is defined as Fall, Spring, Winter, Summer One, Summer Mid, and Summer Two.

**15. New Article : Modes of Instructional Delivery**

In the event that an adjunct faculty member needs to change the mode of instruction for an individual class meeting, they will need the written approval (which can be email) of the Department Chair. Adjuncts have the ability to do this up to (3) class sessions per course each Fall and each Spring semester. During summer sessions, adjuncts will have the ability to switch modes for up to (2) class sessions per course. It is understood that approval shall not be unreasonably denied. If the request was made at least two business days before the class begins, and no response is provided to the adjunct 24 hours before the class begins, then it is assumed that permission to switch modes is approved.

**16. Retroactive Salary Increases**

- I. All retroactive salary increases in this agreement shall be paid out by NJIT as follows:
  - i. February 16, 2024: Adjuncts' new rates go into effect with Spring 2024 retro paid
  - ii. March 1, 2024: Adjuncts' retro paid out for Fall 2022 - Winter 2023/2024, inclusively

17. Contract negotiations for a successor agreement shall commence no later than six (6) months prior to the expiration of this agreement.

This Agreement may not be modified except by a fully executed written instrument and any modification shall be limited to express terms identified as modified.

Executed this 19th day of January 2024

**For New Jersey Institute of Technology**

John Pelesko 1/20/2024  
John Pelesko  
Provost and SVP for Academic Affairs

**For UCAN**

Brian O'Donnell 1/19/2024  
Brian O'Donnell  
UCAN President

Jeffrey Reaves 1/19/2024  
Jeffrey Reaves  
UCAN Vice-President