

## Memorandum of Agreement

January 20, 2024

The negotiations committees of the New Jersey Institute of Technology (herein “NJIT”) and the United Council of Academics at NJIT, Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO (herein “UCAN GSRE”) agree to the terms of this MOA as set forth below. The parties acknowledge that these terms and conditions of employment are subject to ratification by NJIT and the membership of UCAN GSRE, and the mediator retains jurisdiction until ratification. All parties agree to support and recommend these terms and conditions to their respective parties for ratification.

All issues not mentioned herein are withdrawn. All other language in the expired agreement shall continue in the new contract and will remain status quo. All terms and conditions previously agreed to shall remain settled and incorporated into the new Agreement and are attached hereto.

Duration – July 1, 2022-June 30, 2026

Unless otherwise specified herein, all changes are going forward from the ratification of this MOA. It is understood that changes related to compensation are retroactive are set forth in that article below.

### **1. ARTICLE XI - INITIAL APPOINTMENT**

Students enrolled in doctoral degree programs may expect to receive NJIT-funded, full or partial, assistantship support for up to six (6) academic years. This is defined as twelve (12) semesters and six (6) summers. Funding beyond six (6) academic years may be made on an as available basis. Continued funding shall be guaranteed in the event of a GSRE member switching academic advisors during their enrollment at NJIT. Funding received during this time shall not be counted towards the above time constraints.

Generally, appointments will not be “split” in order to create multiple, part time graduate student employee positions at half-time or any fraction of a full appointment, except in situations where the grant(s) or other outside funding cannot fully support a student for a full term. NJIT doctoral students who are supported by grant(s) or other outside funding that is less than the minimum stipend, shall have the difference made up by NJIT, such that they will earn at least the minimum stipend amount. Any reduced appointment period, as in the case of a single semester of full time employment, when necessary due to grant constraints, shall not negate the union membership status of any graduate student employee.

The letter offering appointment or reappointment will include the following information, to the extent known at the time of the appointment letter.

- Appointment title
- Effective dates and duration of appointment
- Hiring unit
- Hiring unit contact
- A summary of the nature of required duties
- Salary
- Health and other applicable benefits

- Costs of tuition or fees that are required as a condition of employment, if any
- Tuition and fee waiver or exemption information
- Response requirements, if any
- A statement that the position is covered by this collective agreement
- The current collective agreement website address
- The address of the UCAN's website

If any of the above information is not included in the letter offering appointment or reappointment, the information will be provided as soon as it is available in a revised letter.

The appointment letter is advisory and cannot be the basis for a grievance under Article XXIV of this Agreement. The letter may be used as evidence in a grievance based on a claim that arises independent of the letter.

## **2. ARTICLE—REAPPOINTMENT**

### **A. Graduate Student Employees**

1. Subject to the availability of grant and/or University funding allocated to such purpose, Graduate Student Employees who qualify as outlined herein and in this Agreement shall have an expectation of continued contractual employment for a period of no more than six (6) academic years. In the event that a Graduate Student Employee switches dissertation advisor during their enrollment at NJIT, every effort shall be made to continue receiving funding as long as the student is in good academic standing.
2. All currently employed Teaching Assistants and Research Assistants shall be notified by the University in writing of their status for the coming academic year on or before June 1 for Fall semester appointments and December 15 for Spring semester appointments. Notification shall be either a) reappointment, or b) non-reappointment. Notification of non-reappointment shall include written explanation of the reasons. The names of those individuals who receive notification of non-reappointment shall be forwarded to UCAN within 20 working days of the notice of non-reappointment.

### **B. Research Employees**

1. At or after the expiration of a Research Employee's contract, the University shall not be required to reappoint the employee for another contractual term.
2. Annual reappointment of Research Employees is subject to the provisions of the grant award including availability of grant funding, and also subject to effective performance in the position. (See Article XIV Evaluations).
3. Research Employees shall typically be notified in writing of their reappointment status 60 days prior to the end of their appointment period, but no later than 30 days prior to the end of their appointment period. For employees on visas, if NJIT is unable to give 60 days notice, it will support an application for a visa extension to the extent permitted by law, which currently is a 30 day extension, and maintain the employee on payroll for 60 days from the date of notification, or through the end of the visa extension period, whichever comes sooner. Notification shall indicate either appointment or non-reappointment.

4. Research Employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them notice as soon as the University becomes aware of such lack of funding, but not less than 60 days notice. Employees not on visas shall remain on payroll until the end of the grant period but not less than 60 days from the date of notification. For employees on visas, if NJIT is unable to give 60 days notice, it will support an application for a visa extension to the extent permitted by law, which currently is a 30 day extension, and maintain the employee on payroll for 60 days from the date of notification, or through the end of the visa extension period, whichever comes sooner. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding.

**3. ARTICLE III—COMPENSATION**

Effective and retroactive to July 1, 2022, the minimum stipend for the given calendar year for Graduate Student Employees shall be:

2022-2023	\$34,103.30
2023-2024	\$35,758.80
2024-2025	\$39,342.76
2025-2026	\$46,000.00

The minimum stipend for the given academic year for Graduate Student Employees shall be:

2022-2023	\$29,823.08
2023-2024	\$31,094.80
2024-2025	\$34,211.30
2025-2026	\$40,000.00

The minimum salary for Research Employees for 2022-2023 shall be:

Post-Doc	\$56,484	NIH NSRA approved stipend level
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Research Scientists/Engineers/Architects		80% of NIH approved stipend level
Research Associates		70% of NIH approved stipend level

Only unit members employed by the university on December 15th 2023 will be entitled to retroactive pay as per these schedules.

Effective July 1, 2022, Research Employees shall receive the above NIH NSRA minimum. Returning Research Employees shall have their salaries increased by the greater of the NIH NSRA minimum or 4%.

Effective July 1, 2023, Research Employees shall receive the current NIH NSRA minimum. Returning Research Employees shall have their salaries increased by the greater of the NIH NSRA minimum or 4%.

Effective July 1, 2024, Research Employees shall receive the current NIH NSRA minimum. Returning Research Employees shall have their salaries increased by the greater of the NIH NSRA minimum or 4%.

Effective July 1, 2025, Research Employees shall receive the current NIH NSRA minimum. Returning Research Employees shall have their salaries increased by the greater of the NIH NSRA minimum or 4%.

The NJIT central administration will provide funding to the department or program to cover at least the unbudgeted cost of raises in the contract, including any retroactive increases until funding sources are renewed.

#### F. Pay Dates

Employees shall be paid their salary in bi-weekly increments effective on the first day of his/her appointment and payable no later than the **first** payroll period after the start of appointment.

#### G. Direct Deposit

Employees shall sign up for direct deposit of their bi-weekly paychecks.

### **4. ARTICLE XV CALENDAR YEAR APPOINTMENT**

\_\_\_\_\_The Calendar Year is defined as the period July 1 to June 30.

The University may appoint first time Graduate Employees on an academic year basis for their initial appointment. The University shall appoint continuing Graduate Employees on a calendar year basis. Graduate Employees may request an academic year appointment. The University shall not unreasonably deny an academic year appointment to any Graduate Employees.

Nothing contained herein shall prevent the university from employing Graduate Employees on an hourly basis for any specific additional assignments.

**5. ARTICLE XXXV—LAYOFF/REDUCTION IN FORCE**

The following shall be added after the first paragraph of this Article:

With respect to employees whose positions are funded in whole or in part by grants or contracts, employment is dependent upon the continued availability of grant or contract funds. Where there is a known expiration date of a grant or contract, the University agrees to provide notice to the affected employee(s) of such expiration sixty 60 days prior to the expiration date of the grant or contract.

For any layoff or reduction of employees or reorganization needs, NJIT must notify UCAN and the affected employees at least 60 days in advance.

**6. ARTICLE XXXIII—HEALTH BENEFITS**

**A. State Health Benefits Program – Research Employees**

It is agreed that the State Health Benefits Program, 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. 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, 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 Benefits Reform 2011 legislation under Chapter 78, P.L. shall be applicable to all Research Employees covered by this agreement.

1. In any event 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 or she paid prior to the leave. If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.
2. If the employee charges his or her accrued vacation, sick, and/or administrative leave accruals for any leave, his or her share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status,
3. 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 or her 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 of Human Resources. If the Employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may take action to recover sums paid on the employee's behalf which may include charging additional payroll deductions until the full amount of health plan premiums paid on the Employee's behalf during his or her unpaid leave has been repaid in full.

#### 4. Eye Care Program

**INSERT 2022 RESEARCH EMPLOYEES 2022 VISION MOA HERE:**

<https://ucanaft.org/wp/wp-content/uploads/2022/07/UCAN-GSRE-Vision-Fully-Executed-May-24-2022.pdf>

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 if age who live with the employee in the regular parent-child relationship). The coverage shall be \$35 for regular glasses and \$40 for bifocal the current plan.

The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

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.

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.

#### B. Health Benefits – Graduate Student Employees

1. The University will continue its efforts to secure specific state funding to enroll TAs, RAs, and their dependents in the State Health Benefits Plan, at which point the University's obligation under 1 above shall terminate. If the university does not secure a commitment for such funding by March 1, 2024, the parties will form a committee, consisting of members of UCAN and management, for the purpose of jointly supporting legislation which would move Graduate Employees into the State Health Benefits Plan.
2. NJIT will fully cover Student Health Insurance premiums for single coverage of the Graduate Student Employees. UCAN reserves the right to renegotiate these particular terms

if individual copays increase. NJIT will offer graduate student employees the opportunity to enroll their dependents in non-reimbursable healthcare coverage offered through the existing NJIT plan for dependents, at the additional cost set forth below, with payment to be funded by the employee and the rollable fund in accordance with the term of section 3 below.

3. NJIT will set aside \$150,000 for the duration of this agreement for funding the addition of dependent health insurance costs for members within 30 days of ratification of this agreement. The money will be placed in a rollable pool and distributed to affected unit members upon request, to pay for up to 50% of the assessed cost of health insurance premiums for dependents. In the event that the Graduate Employees become eligible for the State Health Benefits Plan, the fund will be dissolved and any remaining funds will be returned to their original source. Distributions from the pool shall be determined by a process established solely by the union, and the union shall provide quarterly distribution reports to NJIT containing name of unit member, type of plan (employee + spouse, employee + 1 child, etc.), and distribution amounts and dates.
4. NJIT will advertise to all Graduate Student Employees the availability of student health services provided at St. Michael’s Medical Center. NJIT will also advertise the currently available dental and vision benefits under the Student Health Insurance plan and the cost and coverage for each benefit.
5. UCAN and NJIT will form a committee to jointly explore, and, if necessary, resolve any health insurance summer gap issues within 30 days of ratification of this contract.

**a. NJIT represents that the Graduate Student health insurance premium for an individual policy is \$1,937 per year for the 2023-2024 Fiscal Year, and that the annual rates for dependents for the current Fiscal Year are as set forth below:**

<b>Graduate Student Policy</b>	\$1,937		
<b>Additional Cost (in addition to \$1,937) to Add Dependents (Not Eligible for Reimbursement)</b>			
	No Spouse	Spouse Plus	
No Children	\$ -	\$ 1,937	
1 Child	\$ 1,937	\$ 3,874	
2 or More Children	\$ 3,874	\$ 5,811	

**7. ARTICLE XXXVII—HOUSING**

Graduate Students who reside in studio apartment-style on-campus housing (i.e., there is no shared area with another student) shall be permitted to share that housing with their spouse/domestic partner, with the understanding that the spouse/domestic partner shall be bound by all university policies and procedures.

**8. ARTICLE XXXVII—TRAVEL, PARKING, AND TRANSPORTATION**

**A. Research Employees**

Approved expenditures for official travel on University business, which have been incurred, shall be reimbursed in accordance with the University's Travel Policy.

## B. Graduate Students Employees

Graduate Student Employees shall be reimbursed for approved local travel expenses, incurred by them in connection with and when discharging the performance of their duties as a Teaching Assistant/Research Assistant. Travel expenses are hereby defined as reimbursement for mileage, public transportation and tolls.

## C. Graduate Students Employees – Attendance at Conferences

Prior to incurring any expenditure for travel to attend conferences the graduate student employee shall discuss with his or her supervisor and/or director, whether such attendance falls within the scope of his or her contractual appointment, or is in furtherance of pursuing his or her academic degree.

If it is determined that the attendance is in furtherance of his or her academic degree, travel reimbursement in part or in full may be provided as determined by the university. Otherwise, reimbursement for travel shall be provided in accordance with the University's Travel Policy.

### 1. Parking

#### 2.1 Research Employees

Program and Fees – the following parking fees shall be charged and collected through payroll deductions for all Research Employees desiring to park and duly registering his/her motor vehicle with the University according to published University regulations, enabling and entitling him/her to daily parking privileges on University premises:

- 1.1.1. All parking at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration of a Research Employee's motor vehicle, entitling him/her to parking privileges at the fee schedule rate set out below.
- 1.1.2. Parking fees for all Research Employees shall be calculated as .4% (.004) of the member's annual salary, and shall be deducted in twenty-four (24) installments throughout the fiscal year.
- 1.1.3. For the length of this contract, the following university parking rules will be applicable:



- A. It will be assumed that all employees currently utilizing NJIT parking will continue to park at NJIT during the upcoming parking permit period and permits will renew automatically.
- B. Employees who wish to opt-out of parking must notify the Office of Security Systems, Photo Identification, and Parking Services and return their parking permit no later than June 15th for the July 1 – December 31 parking period, and/or no later than December 15th for the January 1 – June 30 parking period.
- C. There will be no rebates or discounts for partial use of parking permits. Returning a parking permit before the end of a parking permit period will not eliminate the parking fee. Also, unused parking days cannot be used in a new period.
- D. Employees who request a parking permit for the first time will begin incurring fees as of the date their vehicle is registered with the Office of Security Systems, Photo Identification and Parking Services.
- E. New hires who would like to park at NJIT will be provided a parking registration application during their initial onboarding process. The new employee must bring the parking registration application to the Office of Security Systems, Photo Identification and Parking Services, in order to receive a parking permit. Once the parking permit is issued, the Office of Security Systems, Photo Identification and Parking Services will notify the Payroll Department to initiate the biweekly parking fee deduction.
- F. Requests for a hardship exception must be submitted in writing, with the appropriate supporting documentation, to the Office of Security Systems, Photo Identification and Parking Services and will be reviewed and resolved by the University Parking Committee

## 2.2 Graduate Student Employees

Graduate Student Employees will only be charged parking fees **equal to 0.4% of their salary.**

## 3. Transportation

NJIT is committed to becoming a carbon neutral institution and cementing ourselves as a leader in environmental sustainability. One of the most efficient ways we can mitigate our institution's impact on the environment is by promoting the use of public transportation.

As such, NJIT shall make Qualified Transportation Fringe Benefits available for all employees covered under this contract in the form of employer-provided transit passes, for any form of mass transit, up to the maximum allowable deduction as defined by the IRS. In addition, NJIT shall reimburse the costs of

owning and maintaining a bicycle, or similar personal transportation such as scooters or e-bikes, up to \$100 per year per employee. NJIT shall not deny any qualified reimbursement once submitted. Reimbursements shall occur no later than 30 days after the submission is received.

Additionally, NJIT will reimburse employees on payroll on the date of ratification of this MOA that reside along the route that was formerly serviced by the Harrison, East Newark, and Kearny bus route and are covered under this contract for Monthly NJ Transit intrastate bus passes. Reimbursements shall occur no later than 30 days after the submission is received.

## 9. GRADUATE STUDENT TEACHING ASSISTANT (“TA”) AND RESEARCH ASSISTANT (“RA”) FEES:

Graduate Student Teaching Assistant (“TA”) and Research Assistant (“RA”) Fees: All TAs and RAs enrolled at NJIT will have the following **mandatory fees waived**: international student fee (as applicable) and the Graduate Student Association fee.

## 10. ARTICLE XXIV—GRIEVANCE

GRIEVANCE: Article XXIV of the Contract shall be modified as follows:

- a. Article XXIV(B): 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 XXIV(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 XXIV (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 XXIV **(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 XXIV **(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 XXIV Paragraph immediately above "Notice": An employee will not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working hours, such employee shall not lose any pay for such time. UCAN research employees shall be eligible for up to four (4) hours of release time (in hourly increments) without loss of pay for the preparation of each grievance, or the closest hourly equivalent, for example, one or several class and/or lab sessions. UCAN employees and witnesses working at NJIT may suggest substitutes to cover their release time, however, finding coverage, if needed, is the ultimate responsibility of the PI, chair, or other relevant supervisor, upon reasonable notification.
- g. Article XXIV(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.**

11. **ARTICLE VII(A)—OFFICE:** Article VII(A) shall be modified as follows:

Representatives of UCAN shall be permitted to transact official business on NJIT property at all reasonable times, provided that this shall not interfere with or interrupt normal NJIT operations.

UCAN and its representatives shall have the right to use NJIT buildings at reasonable hours for meetings provided they follow regular NJIT procedures.

**NJIT will provide UCAN with the following dedicated office space for UCAN use:  
Fenster Hall, room 125.**

12. **ARTICLE XIII--PROBATION:** : Article XIII shall be modified as follows: All Research Employees who are newly hired shall serve a **three** month probationary period, commencing from the date of hire.

13. **ARTICLE XXXII—MODIFIED DUTIES FOR GRADUATE STUDENT EMPLOYEES**

If due to a serious illness or health related, work disabling condition, which shall include disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, of a Graduate Student Employee, who retains full time status as a student, is in need of a Modified Duties schedule, he/she shall submit medical documentation to the Department of Human Resources supporting the request and identifying the need for the modified schedule, and the start and end date of the disabling condition. After validation by the Department of Human Resources of the medical documentation of the condition, the Graduate Student Employee shall consult with their supervisor to develop a plan to perform their clock hour responsibilities under a revised work plan, for up to only one semester, without reduction in pay and with continuation of all rights and benefits of regular employment. Once the Plan has been determined, it is to be submitted first to the Office of the Dean, and then to the Office of the Provost for approval, which shall not be unreasonably denied.

14. **WORKLOAD**

The professional activities of TAs and RAs are of such a nature that the output produced or the result accomplished is difficult to precisely measure in relation to a given period of time. In determining the amount of time expected for a teaching assignment, consideration shall be given to such factors as type of instruction, number of students instructed, and all other factors, including those specific to the course or group of courses to which the instructional duty expectations apply. For both Teaching Assistants and Research Assistants, weekly fluctuations above and below the hours referred to in this Article 12 are expected. No TA or RA will be instructed to work more total hours for the term of appointment than stipulated in this article.

Teaching Assistants who have responsibility for a course shall normally be notified in writing at least four weeks prior to the beginning of the semester of their assignment for the coming year. All other Teaching Assistants and all Research Assistants normally shall be notified of their assignments at least five (5) working days before the first day of classes. It is understood that unexpected circumstances may require modification of assignments. If a Teaching or Research Assistant's assignment is changed substantially subsequent to notification, the

appropriate unit will provide notification in writing of the change. Graduate students may, at the time of their application for a Teaching Assistant position, indicate any preference they have with regard to teaching assignments.

Although it is understood that the weekly workload will fluctuate during the term of appointment, a Teaching Assistant with a full-time appointment shall be required to work no more than an average of eighteen (18) hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding work non-TA-related activities associated with academic progress toward the degree.

Although it is understood that weekly workload will fluctuate during the term of appointment, a Research Assistant with a full-time appointment shall be required to work no more than an average of eighteen (18) hours per week during the term of appointment on specifically assigned duties related to his/her appointment, excluding work associated with academic progress toward the degree.

The parties recognize that informal discussion may be the most effective way to resolve problems in assignment of duties. If at any time over the course of an appointment, a Teaching Assistant or Research Assistant reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter with the department chair, unit head, or appropriate graduate director. The department chair, unit head, or appropriate graduate director may reject the claim, or direct either an adjustment in specifically assigned duties or, pending availability and approval of funding, an adjustment in the appointment, which may include an adjustment in compensation based on the annual salary of the Teaching Assistant or Research Assistant. If no satisfactory resolution is achieved, the matter may be raised as a grievance under Article XXIV of this Agreement.

This Agreement should not in any way be construed as imposing a limit on the amount of academic work necessary for a student to make satisfactory academic progress toward his/her degree.

#### **15. Term of Appointment**

The term of the work year for Teaching Assistants and Research Assistants with calendar year appointments is from July 1 to June 30, inclusive of one month's equivalent for vacation. The term of the work year for Teaching Assistants and Research Assistants with academic year appointments is from August 25 to Commencement, or an equivalent period. However, the terms of appointment for such Teaching and Research Assistants shall be set forth as September 1 to June 30 for payroll purposes only. The period of the work year prior to September 1 shall be used solely for orientation, training, and preparation related to the Teaching or Research Assistant's assignment.

TAs and RAs should not be required to perform work during the University's closures, including, between Christmas Day/Christmas Day observed and New Year's Day/New Year's Day, and Thanksgiving Day and the day after, unless emergent circumstances require the assignment of work during those periods.

#### **16. Closing Ranks**

The individual's department or unit shall be responsible for closing ranks. The closed ranks practice must be applied in an equitable and consistent manner. Claims that it is not being applied equitably or consistently or that an individual is being inappropriately denied his or her benefit shall be brought to the attention of Human Resources who shall take further action as appropriate.

Individual members of the negotiations unit may discuss additional modifications of their workload assignments with their department chair and/or dean, or the appropriate supervisor, with regard to their particular parental or familial circumstances. Chairs, deans, and other supervisory personnel are encouraged to work with members of the negotiations unit in this regard within the confines of the needs of the academic or research program involved.

## 17. Statutory Leaves

A. If a unit member requires a leave of absence for his/her own serious health condition, to care for a family member, and/or pursuant to the New Jersey SAFE Act, the unit member shall notify the Department of **Human Resources** so that the University can make a determination as to whether the leave shall be designated under the Federal Family Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law.

B. In the event that a negotiations unit member is eligible for a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), and/or the New Jersey SAFE Act, and/or any other applicable law, the University shall designate the leave under the applicable law. All paid time off must be used (including, if applicable, sick time or sick leave, close ranks and/or vacation) concurrently with any unpaid statutory leave.

C. In the event that a negotiations unit member exhausts applicable paid time off (or, if the negotiations unit member does not have paid time off available to charge concurrently with a leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid.

D. If a negotiations unit member seeks leave for a qualifying reason under the FMLA, NJFLA, and/or New Jersey SAFE Act, but the unit member is ineligible for leave under those statutes, the unit member may be eligible to take leave or may request unpaid leave as a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). If a unit member seeks leave as a reasonable accommodation under the ADA or the NJLAD, the unit member shall submit such a request to the Office of Human Resources and comply with the reasonable accommodation process.

## 18. PROFESSIONAL DEVELOPMENT

NJIT will provide a Professional Development Fund in the amount of \$50,000 for each academic year, effective academic year 2023-2024. The funds will be distributed at the discretion of the Vice Provost for Graduate Studies to promote the professional development of GSRE members. Approval of the funds shall not be unreasonably denied. GSRE members 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 GSRE member and UCAN upon request.

GSRE members are encouraged to notify UCAN every time a request for funds is made. UCAN shall designate a representative, for whom NJIT shall grant query permissions to monitor this account.

Only GSRE members with bargaining unit status shall be eligible to apply for money from this Fund. No one GSRE member will receive professional development funds in excess of \$2,500 during any academic year.

Funds shall be approved for the following:

1. Conferences, workshops and trainings related to the GSRE member's research area, including costs related to registration, travel, and room and board and any other reasonable expenses
2. Online conferences, workshops, trainings, and certificate programs related to the GSRE member's research area.
3. Research projects and field studies

The Vice Provost for Graduate Studies may seek input from the GSRE member's academic and/or dissertation advisor(s) or Principal Investigator (PI) regarding relevance to the GSRE member's research area.

If the entire fund is not awarded in any given year due to a lack of applications, then the remaining funds shall be rolled over and added to the funds available for the following year.

**19. ARTICLE XXIX - Vacation**

Within thirty days of ratification, the parties shall constitute a joint committee with an equal number of representatives on Work/Life Issues that shall meet and report regularly on the following issues: transportation, housing, childcare, healthcare and promoting a welcoming and supportive community

**A. Vacation Allotment:**

- a. Research Employees shall be entitled to fifteen vacation leave days per fiscal year after 30 days from the date of hire. For payroll purposes the time is accounted as one hundred and five hours (105) 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. The time shall be prorated whenever the hire date does not coincide with the start of the fiscal year or whenever a break in employment does not coincide with the end of the fiscal year.
- b. Calendar year Graduate Student Employees are entitled to four weeks of vacation per year.

**B. Vacation Use:**

- a. 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 in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular workflow is minimally disrupted. However, full usage of all time is both expected and encouraged before the end of each fiscal year.

b. Nothing herein shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.

c. There shall be no payout of unused vacation. Vacation days must be used during the fiscal year awarded or before the expected end date of employment, whichever comes first. Unused vacation days shall be used prior to termination of employment, subject to a maximum of two weeks.

**20. Retroactive Salary Increases**

a. All retroactive salary increases in this agreement shall be paid out by NJIT as follows:

i. February 16, 2024:

1. Postdocs' new rates go into effect
2. Graduate students' new rates go into effect
3. Graduate students' retro paid out for 2022-2023 to current Graduate students; for AY equivalent \$4,323.08 and for CY equivalent \$5,603.30.

ii. March 1, 2024:

1. Graduate students' retro paid out for 2023-2024 to current graduates.
2. Graduate students' retro paid out for 2022-2023 and 2023-2024 for those still on payroll in another position at NJIT.
3. Postdocs' retro paid out to current postdocs for 2022-2023 and 2023-2024
4. Postdocs' retro paid out for 2022-2023 and 2023-2024 for those still on payroll at NJIT.

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

22. **LEGAL CONSULTATION:** A committee shall be selected within 60 days of ratification with equal members by UCAN and by NJIT, chosen by their respective sides, to recommend pathways forward related to provide legal immigration assistance and education for UCAN members. The committee is encouraged to work with other universities and state institutions to further this objective.

Executed this 20th 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 1/20/2024  
Brian O'Donnell  
UCAN President

Jeffrey Reaves 1/20/2024  
Jeffrey Reaves  
UCAN Vice-President