

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this 5th day of December 2019, by and between the United Council of Academics, Rutgers Council of AAUP Chapters, AAUP-AFT ALF-CIO ("UCAN Adjuncts") and the New Jersey Institute of Technology ("NJIT"), the Parties.

1. This Memorandum of Agreement, hereafter referred to as the "MOA," represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to terms and conditions of the successor collective negotiations agreement for the term July 1, 2019 to June 30, 2022, hereafter referred to as the "Agreement".
2. Except as expressly modified by the terms of this MOA and its Exhibit(s), the provisions of the expired collective negotiations agreement, with the term July 1, 2017 to June 30, 2019, shall remain in full force and effect and shall be incorporated into the Agreement, with limited amendments relative to dates and paragraph heading, and amendments necessitated by such revision, additions and inclusions. The Parties agree to use all reasonable diligence to draft and finalize a comprehensive agreement containing all terms and conditions of the successor Agreement in a timely manner.
3. All proposals presented by the parties during negotiations for the 2019-2022 Agreement and not expressly agreed to as reflected in this MOA are deemed to be withdrawn.
4. **Agreement Term.** The Agreement shall be for a term of three years, commencing July 1, 2019 and ending June 30, 2022.
5. **Article III, Union Representatives.** The last sentence shall be deleted and replaced as follows: "Subject to the availability of courses which the university has determined the adjunct steward is qualified to teach, with consideration being given to academic degree and/or teaching history, the university will grant at least one (1) course per semester to the selected union steward of each school or college, provided the designated steward is not subject to disciplinary action. *The university shall prioritize courses which the steward has previously taught if there has not been any major revision in the course curriculum and/or requirements, including software and tools. Department Chairs will make best efforts to meet with designated union stewards at least once during the semester to discuss departmental issues and goals. Additional meetings may be held at the request of either party.*"
6. **Article IV, Union Security and Political Check-Off.**
 - a. **Section D.** Revise to state: Adjunct instructors are paid over 8 or 9 pay periods, depending on the semester, and will be paid in equal bi-weekly payments. Deductions of Union Dues will be made from each paycheck and shall be remitted by the Employer to the Union before the fifteenth (15) day of the calendar month succeeding that in which such deductions are made together with a list of names of Union members from whose pay such deductions were *taken*.

- b. Section F. Delete.
- c. Section G. Revise as follows: Deduction of Retroactive Dues and Representation Fees. In the event that the Employer has not made the proper deduction of union dues and/or representation fees for any employee represented by UCAN due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, UCAN agrees that the 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 the 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 UCAN 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. *If after NJIT receives a proper notice from an adjunct instructor revoking dues authorization, NJIT mistakenly deducts union dues from the adjunct instructor and transmits the dues to the Union, the Union shall be solely responsible for returning to the adjunct instructor the dues received.*

7. Article VII, Use of University Facilities, Campus Mail and Equipment.

Section A. Revise 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 may conduct worksite meetings during non-working hours with its members to discuss collective negotiations, the administration of this Agreement or other matters relating to the union's duties, its internal governance or business operations.

UCAN and its representatives shall have the right to use NJIT buildings at reasonable hours for ~~union work and~~ meetings with its unit members regarding collective negotiations, the administration of this Agreement, investigation of grievances or other workplace related complaints and issues, or internal union matters involving governance or business of the union, provided they follow regular NJIT procedures.

UCAN shall have the right to make reasonable use of NJIT facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with NJIT procedures. UCAN shall pay reasonable costs as established by NJIT, ~~and in compliance with the WDEA,~~ for the use of facilities and equipment.

8. Article XI, Initial Appointment and Reappointment.

- a. Section B: Delete "effective Fall semester of 2018" from the first sentence.

- b. **Section B** Add "If, through no fault of the adjunct instructor, a course is canceled within seven days before the date on which the class was scheduled to begin, or seven days after the date on which the class began, and the University determines not to reassign the adjunct instructor to another course, the adjunct instructor will receive 1/15th of the salary for that semester."
- c. Renumber the paragraphs under section B to be paragraphs 1 -3 instead of A. and D.

9. **Article XIV, Evaluations.**

- a. **Exhibit A.** See attached. Revised last paragraph of Exhibit A as follows: "The written evaluations are sent to the adjunct instructor within six (6) weeks after the end of the Fall or Spring semester, but prior to the beginning of the next Fall or Spring semester. The adjunct instructor may rebut comments made in their written evaluation in writing. 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."
- b. After ratification of this Agreement, the parties will establish a committee regarding adjunct instructor career advancement opportunities. The committee will provide recommendations for discussion during negotiations of the next successor CBA.

10. **Article XVI, Compensation.**

- a. *For adjunct instructors in the Hillier College of Architecture and Design ("HCAD"), effective Fall 2019, the minimum per credit hour rate for an adjunct instructor shall be \$1600. Adjunct instructors at or above \$1600 per credit hour prior to July 1, 2019 and who hold an appointment for Fall 2019 and/or Spring 2020 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

For adjunct instructors in the other colleges, effective Fall 2019, the minimum per contact hour rate for an adjunct instructor shall be \$1600. Adjunct instructors at or above \$1600 per contact hour prior to July 1, 2019 and who hold an appointment for Fall 2019 and/or Spring 2020 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.

- b. *For adjunct instructors in HCAD, effective Fall 2020, the minimum per credit hour rate for an adjunct instructor shall be \$1725. Adjunct instructors at or above \$1725 per credit hour prior to July 1, 2020 and who hold an appointment for Fall 2020 and/or Spring 2021 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

For adjunct instructors in the other colleges, effective Fall 2020, the minimum per contact hour rate for an adjunct instructor shall be \$1725. Adjunct instructors at or above \$1725 per contact hour prior to July 1, 2020 and who hold an appointment for

Fall 2020 and/or Spring 2021 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.

- c. *For adjunct instructors in HCAD, effective Fall 2021, the minimum per credit hour rate for an adjunct instructor shall be \$1850. Adjunct instructors at or above \$1850 per credit hour prior to July 1, 2021 and who hold an appointment for Fall 2021 and/or Spring 2022 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

For adjunct instructors in the other colleges, effective Fall 2021, the minimum per contact hour rate for an adjunct instructor shall be \$1850. Adjunct instructors at or above \$1850 per contact hour prior to July 1, 2021 and who hold an appointment for Fall 2021 and/or Spring 2022 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.

11. Article XVIII, Prohibited Discrimination and Prohibited Harassment.

Revise as follows: All members of the bargaining unit are protected by and subject to University policies, *as amended from time to time*, prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, and stalking.

NJIT and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation or union membership, legal union activity permitted herein, or any other legally protected status.

12. Article XX, Support for Adjunct Instructors.

- a. **Section A.** Revise 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 the Fall semester; adjunct instructors may select the session they wish to attend. ~~A second orientation~~ One orientation session shall be held ~~at the start~~ in advance of the start of the Spring semester for those not teaching in the Fall.* Both parties shall jointly publicize the orientations and their agendas.
- b. **Section B.** Revise as follows: Representatives of UCAN will be provided with up to an hour of time *at the end of each Fall orientation* for adjunct instructors in order to provide union information and membership applications to all attendees, answer questions about the contract and communicate with members of the bargaining unit.