

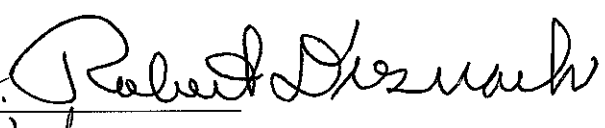
## **KEY POINTS OF M.O.A.**

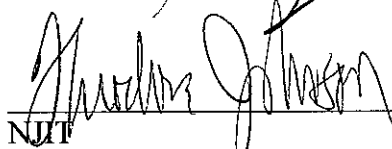
The parties agree to construct a memorandum of agreement for approval by both sides containing the following points:

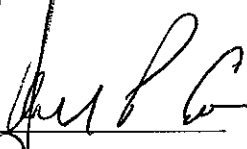
1. The intent of the agreement is to separate issues to be finalized at the current time, while deferring all remaining issues to good faith negotiations and/or available dispute resolution procedures.
2. Upon ratification by both sides, and signature of MOA, NJIT pays 3% across the board increases retroactively for each of years 2007-8, and 2008-9 for all unit members employed at time of award and eligible for same, utilizing current contract compensation system in expired contract (caps will remain in place until and unless further negotiated).
3. Additionally, all university lecturers employed at time of award will receive 1.75% in an across the board payment for each of years 2007-8 and 2008-9 in lieu of merit payment for those years. This shall be non-precedential and further payments shall be subject to negotiations.
4. Adoption of the SHBP changes will be made, retroactive to 7/1/07, as set forth in university's prior proposal. This will include 1.5% employee contribution of base salary. In the event that employee has made contributions in excess of such amount, refunds will be made accordingly.
5. PSA agrees to adopt the Tuition Remission Policy with the following modifications:
  - (A) Neither the career related requirement nor the power to deny benefits for fiscal limitations will apply to courses taken by employees at NJIT, except such requirement will apply for the NJIT EMBA program and/or courses pursuant to cross-registration at other public universities involving a cost to NJIT.
  - (B) Any administrative decision to limit benefits for non-NJIT degree programs based on economic reasons will be uniformly applied.
6. Both parties agree to withdraw their unfair practice charges and grievances related to the Tuition Remission Policy, and NJIT shall "grandfather" any unit member currently enrolled in a degree program regardless of career relatedness, but whose tuition remission was denied. This will include retroactive payment of benefits to any PSA member denied benefits on the grounds on career relatedness.

In addition, any unit member currently taking courses offered as part of a degree program, but not yet matriculated into that program, and who is currently covered by tuition benefits shall continue to be covered by tuition remission benefits as long as they matriculate into the degree program by the Spring 2010 semester. Further, any individual currently receiving tuition remission benefits and not otherwise covered by this MOA will be considered for continuation of such benefits on a good faith basis. Finally, any unit member currently receiving benefits in a certificate program shall continue to receive such benefits until completion of such program.

7. The parties agree that for the fourth year of the agreement, compensation for faculty will be all performance-based, contingent upon agreement being reached on a distribution system to be negotiated by the parties or using available dispute resolution procedures. Both parties will use their best efforts to conclude these negotiations on or before December 31, 2009. Both parties reserve their rights with respect to contractual compensation procedures in successor collective bargaining agreements.
8. All salary increases for unit members in the third and fourth year will be subject to the negotiations process, and the PSA will not assert a past practice for payment in the absence of an agreement related to compensation beyond July 1, 2009.
9. All remaining issues will be subject to negotiations, and the parties will endeavor to meet at frequent intervals to conclude negotiations.

  
NJIT PSA/AAUP

  
NJIT

 4/28/09