

MEMORANDUM OF AGREEMENT

This Agreement, made this 19th day of November, 2009, by and between the Professional Staff Association Inc./AAUP (PSA) and the New Jersey Institute of Technology (NJIT), constituting the terms of agreement by and between the parties with respect to the terms of a successor collective agreement.

1. This Memorandum of Agreement ("MOA"), together with all attachments incorporated and referenced herein, represents the culmination of good faith negotiations and together with the Memorandum of Agreement dated April 28, 2009 ("April MOA") addressing issues of compensation, health benefits, tuition remission and performance pay, constitutes the entire agreement of the parties relative to terms and conditions of a successor collective agreement for the term July 1, 2007 to June 30, 2011. To the extent that there is a conflict between this MOA and the April MOA, the terms of this MOA shall take precedence.
2. Except as otherwise set out hereafter, or specifically left to continuing negotiations between the parties, the provisions of the parties' expired Collective Agreement, with the term July 1, 2003 to June 30, 2007, shall be recertified to and incorporated into a successor Collective Bargaining Agreement in its entirety, with limited amendments relative to dates and paragraph heading, where necessary. The successor Agreement shall be for a term of four years, commencing July 1, 2007 and ending June 30, 2011.
3. It is acknowledged and agreed that all compensation due and owing to PSA members for the first two years of the contract (with the exception of professional staff merit) have been paid. These amounts include a 3% percent across the board increase for each of the first two years of the contract for all unit members employed at the time of the award and contractually eligible for payment. All lecturers employed at the time of the award additionally received a 1.75% across the board payment for each of the first two years of the contract in lieu of merit compensation for those years, which payments was non-precedential. Similarly, it is acknowledged and agreed that all retroactive payments for contributions to SHBP premiums have either been applied to the retroactive salary payments for all unit members, or made subject to individual ongoing payroll deduction agreements. It is further acknowledged that tuition remission reimbursement has been made to all PSA members pursuant to the MOA dated April 28, 2009. To the extent that there are errors in the payments made or determination as to eligibility, the parties reserve their right to obtain any appropriate adjustments.
4. Across the board increases for FY 2010 and 2011, summarized in the attached Schedule "A", shall be distributed as follows:

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4. Across the board increases for FY 2010 and 2011, summarized in the attached Schedule "A", shall be distributed as follows:

Fiscal Year 2010

- A. (1.) All tenured and tenure track faculty contractually eligible for an across the board increase as of July 1, 2009, shall receive two across the board increases applied to their base salary of 2.625%, on each of the following effective dates: January 1, 2010 and June 30, 2010, which increases shall not be compounded.
- (2.) Starting in FY 2010 and continuing for the duration of the collective bargaining agreement, all caps on salary progression for all ranks of faculty shall be removed.
- B. (1.) All lecturers contractually eligible for an across the board increase as of July 1, 2009, shall receive two across the board increases of 1.75% applied to their base salary on each of the following effective dates: January 1, 2010, and June 30, 2010, which increases shall not be compounded.
- (2.) All lecturers contractually eligible for merit increases, shall be eligible to receive a merit increase, which shall be based upon a pool of 1.75% of the total base salaries of lecturers employed and eligible as of the last date of payroll in May, 2009. Such increase shall be determined by December 15, 2009, and shall be based upon an evaluation of performance during the 2008 – 2009 academic year. One half of the award consisting of an increase to the July 1, 2009 base salary shall be applied to their base salary on January 1, 2010, and the second half of the award shall be applied on June 30, 2010, non-compounded.
- (3.) Starting January 1, 2010, the salary matrices for lecturers shall be extended ten (10) steps.
- C. (1.) All PSA professional staff contractually eligible for an across the board increase as of July 1, 2009, shall receive increases of 1.75% applied to their base salary on each of the following effective dates: January 1, 2010, and June 30, 2010, which increases shall not be compounded.
- (2.) All PSA professional staff contractually eligible for merit increases, shall be eligible to receive a merit increase, which shall be based upon a pool of 1.75% of the total base salaries of professional staff members employed and eligible as of July 1, 2009. Such increase shall be determined by existing contractual merit awarding procedures. One half of the award consisting of an increase to the July 1, 2009 base salary shall be applied January 1, 2010 (with a retroactive cash payment of the award applied to the July 1, 2008 salary), and the second half of the award shall be applied June 30, 2010, non-compounded (with a retroactive cash payment of the award applied to the July 1, 2008 salary).

(3.) Starting January 1, 2010, the salary matrix for professional staff shall be extended to 52 steps, with a twenty-four month delay in step progression for all members, currently set at Step 43, now at Step 45.

Fiscal Year 2011

D. For all tenured and tenure track faculty eligible to receive a salary increase award for FY 2011, there will be no across the board increases, but there shall be a performance-based program consisting of a pool of 5.25% of the eligible faculty salary base. Performance-based awards shall be pursuant to the procedures to be developed in accordance with Paragraph 5, below. Once such an award has been determined, the faculty member salary shall be adjusted to reflect an increase, one half of such an award, applied in two increases to their base salary on each of the following effective dates: January 1, 2011 and June 30, 2011, which increases shall not be compounded.

(1.) All lecturers contractually eligible for an across the board increase as of July 1, 2010, shall receive two across the board increases of 1.75%, applied on each of the following effective dates: January 1, 2011, and June 30, 2011, which increases shall not be compounded.

(2.) All lecturers contractually eligible for merit increases, shall be eligible to receive a merit increase, which shall be based upon a pool of 1.75% of the total base salaries of lecturers employed and eligible as of the last date of payroll in May, 2010. Such increase shall be determined by December 15, 2010, and shall be based upon an evaluation of performance by the during the 2009 – 2010 academic year. One half of the award consisting of an increase to the July 1, 2010 base salary shall be paid January 1, 2011, and the second half of the award shall be paid June 30, 2011, non-compounded.

E. (1.) All PSA professional staff contractually eligible for an across the board increase as of July 1, 2010, shall receive salary increases of 1.75% applied to their base salary on each of the following effective dates: January 1, 2011, and June 30, 2011, which increases shall not be compounded.

(2.) All PSA professional staff contractually eligible for merit increases, shall be eligible to receive a merit increase, which shall be based upon a pool of 1.75% of the total base salaries of professional staff employed and eligible as of July 1, 2010. Such increase shall be determined by existing contractual merit awarding procedures. One half of the award consisting of an increase to the July 1, 2010 base salary shall be applied January 1, 2011 (with a retroactive cash payment of the award applied to the July 1,

2009 salary), and the second half of the award shall be applied June 30, 2011, non-compounded (with a retroactive cash payment of the award applied to the July 1, 2009 salary).

5. **Performance-based Compensation for Faculty in FY 2011**

As set forth in Paragraph 3, for all tenured and tenure track faculty eligible to receive a salary increase award for FY 2011, there will be no across the board increases, but there shall be a program that is performance-based, and calculated on the basis of a pool of 5.25% of the eligible faculty salary base for FY 2011.

The parties agree to defer the development of performance-based compensation criteria and award procedures to a negotiating committee, which committee will meet at frequent intervals and develop a proposal for consideration and adoption by the parties. Such committee will consist of three faculty selected by the PSA and three university administrators selected by NJIT's President. The committee will be guided by the following operative criteria:

The performance-based increase pool will be the sum of the State across-the-board and the equivalent of the State salary increments, which is 5.25%. Salary increases will normally be between a minimum and a maximum.

- To be eligible for a minimum increase, a minimum performance threshold must be met. To receive more than the maximum an extraordinary performance threshold must be met. Threshold performance levels will be negotiated. Increases outside the minimum and maximum would need to be justified and such justifications shared with the PSA.
- Alleged violations of the agreed-upon process, as well as decisions to grant individual faculty members no increase, or an increase below the minimum specified in a final plan, would be subject to the grievance procedure currently applicable to the merit process. The committee of three faculty and three administrators shall also review and make a recommendation as to whether the change to a performance-based compensation system requires any additional amendments to the current grievance process currently applicable to merit process.
- It is further anticipated that the funds available for performance pay for faculty will include a pro-rata distribution of the available pool (5.25% in FY 2011) as a percentage of total base salaries of eligible faculty members per department or school; however, it is anticipated that ten (10%) percent of such available pool shall be held back for discretionary redistribution by the Provost and/or Deans.

- In the absence of a final agreement regarding development of performance-based criteria and normal minimum and maximum increases by June 30, 2010, the parties agree to the following to be applied for distribution of performance pay in the fourth year of the contract (FY 2011);

At least 80% of the eligible faculty will receive increases of 55% or more of the merit pool of 5.25% (i.e., increases of 2.89% or more), and at least 90% of the eligible faculty will receive minimum increases of 40% or more of the merit pool of 5.25% (i.e., increases of 2.10% or more).

6. **Health Benefits** – It is understood and agreed that the existing article on State Health Benefits (Article VIII)(D) adopts the State Health Benefits Plan and any changes or modifications to the Plan. Recent changes effective July 1, 2007 include changes in copayment contribution, and a provision that employees enrolled in the State Health Benefits Plan must contribute 1.5% of their annual base salary for medical and prescription benefits effective July 1st of the beginning of the contract term. The parties further confirm that for the term of the Agreement and until a successor agreement is negotiated, all future changes in the State Health Benefits program, including changes in co-payments and contributions, or other changes or modifications, will be incorporated by reference.

7. **No Furloughs or Layoff Pledge** - For all professional staff employees and lecturers, it is agreed that there will be no furloughs, no financially-based layoffs, no reorganization-based layoffs, nor any such non-renewals of non-probationary employees except for cause, for the remainder of the term of the collective bargaining agreement (June 30, 2011). This covenant is without precedent and will not continue beyond the expiration of the current collective bargaining agreement.

8. **Faculty Load Resolution:** The parties agree and affirm the normal teaching assignment per semester for tenured and tenure track faculty (but not including lecturers), other than for faculty of the College of Architecture and Design, will be nine (9) contact hours, consistent with longstanding practice and the 1993 agreement of the parties. 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 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 were not assigned a greater than 9 contact hour load prior to the current contract period (beginning July 1, 2007) will not be assigned more than 9 contact hours for the remainder of the contract period. Faculty who have been assigned more than 9 contact hours at any point prior to the current contract

period may be assigned an equivalent number of hours, if it is determined to be appropriate.

9. Class Assignment Process: 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.

10. Class Size Resolution: The parties affirm and agree that 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 budgetary constraints. Normal class sizes should be determined program by program, and assigned load shall be adjusted appropriately when the class size is substantially above or below the norm. When the assigned class size is substantially above the norm established for the particular program, graders would be provided. This resolves any and all issues regarding university policy with respect to class size, though individual determinations made under this policy are subject to resolution through the grievance process.

11. Distance Learning: Current issues regarding the development of distance learning policies will be negotiated and to be addressed by a subcommittee composed of PSA and administration representatives.

12. Contractual Expectation Interest: Effective July 1, 2010, the threshold for attainment of contractual expectation interest for professional staff and lecturers shall be lowered to the completion of six full fiscal years from the date of hire. This covenant, together with the pledge set forth in Paragraph 7, resolves any and all issues regarding employment security for professional administrators and lecturers for this contractual term.

13. Phased Retirement Program: The university will adopt a phased retirement program for tenured and tenure track faculty which will include the following features:

- The program will be made available to faculty members on the basis of a minimum number of years of university service, to be determined.
- The program will pay the retiring faculty member their current salary, plus a multiplier to be determined, over a three to five year period, in exchange for a retirement at a stipulated date, with the faculty member signing an appropriate release to the university.

- Upon retirement, the faculty member shall be eligible for contractual term teaching appointments, as needed, which positions must be non-pensionable. Compensation for such positions, as well as terms of the assignment will be subject to individual negotiations.
- This program will sunset on June 30, 2011, although the parties may negotiate for the continuation of the program in successor contracts.

14. **Tuition Remission Policy:** This shall reaffirm that the 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 limits benefits for non-NJIT degree programs based on economic reasons will be uniformly applied.
- C. NJIT shall "grandfather" any unit member who was enrolled in a degree program as of April 28, 2009 regardless of career relatedness, but whose tuition remission was denied.
- D. 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 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 who received tuition remission benefits as of April 28, 2009 and was not covered by this MOA will be considered for continuation of such benefits on a good faith basis. Finally, any unit member receiving benefits in a certificate program as of that date shall continue to receive such benefits until completion of such program.

15. The parties shall each recommend the ratification of this Memorandum of Agreement with its incorporated attachments as set out herein, and subject to Agreement on the final contract language where not already set forth herein, as soon as practical after the execution of this Memorandum of Agreement.

16. This Memorandum of Agreement is subject to ratification by the Membership of the NJIT PSA/AAUP and by NJIT's President.

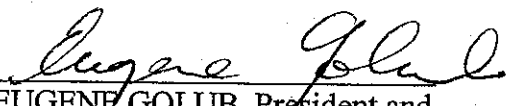
17. All other proposals put forward by either party during negotiations or which could have been raised are withdrawn, without precedent.

For New Jersey Institute of Technology:

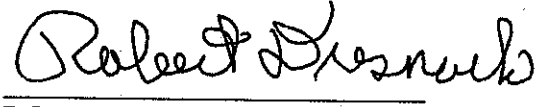


ROBERT A. ALTENKIRCH, President

For NJIT PSA/AAUP:



EUGENE GOLUB, President and
Co-Chief Negotiator



ROBERT DRESNACK,
Co-Chief Negotiator

NJIT Personnel Related Cost Savings Plan						
	FY10		FY10 Impacting FY11	FY11	FY11 Impacting FY12	
	Jul 1, 09	Jan 1, 10	Jun 30, 10	Jan 1, 11	Jun 30, 11	Total
PSA Lecturers						
ATB Sal % Inc		1.750%	1.750%	1.750%	1.750%	7.000%
Merit Sal % Inc		0.875%	0.875%	0.875%	0.875%	3.500%
Annualized Cash Flow % Inc	1.3125%		3.9375%		0.0000%	5.2500%
Cost Savings						5.2500%
Salary Increase Delay						7.875%
Faculty						
ATB Sal % Inc		2.625%	2.625%	0.000%	0.000%	5.250%
Perf Based Sal % Inc		0.000%	0.000%	2.625%	2.625%	5.250%
Annualized Cash Flow % Inc	1.3125%		3.9375%		0.0000%	5.2500%
Cost Savings						5.2500%
Salary Increase Delay						7.875%
PSA Staff						
ATB Sal % Inc		1.750%	1.750%	1.750%	1.750%	7.000%
Merit Sal % Inc***		0.875%	0.875%	0.875%	0.875%	3.500%
Annualized Cash Flow % Inc	1.3125%		3.9375%		0.0000%	5.2500%
Cost Savings						5.2500%
Salary Increase Delay						7.875%
*** Jan 1, 10 increase results in a retroactive cash payment of 0.875% of Jul 1, 08 salary						
Jul 1, 10 inc*** results in a retroactive cash payment of 0.875% of Jul 1, 08 salary						
Jan 1, 11 increase results in a retroactive cash payment of 0.875% of Jul 1, 09 salary						
Note: The Jan 1, 10 and Jul 1, 10 increases above are not compounded but each added to the Jul 1, 08 base						
The Jan 1, 11 and Jun 30, 11 increases above are not compounded but each added to the Jul 1, 09 base						