

Exhibit 5

Just Cause Provision

1. Just Cause status to become effective July 1, 2014 for those who qualify as of that date.
2. Just Cause status is available only to those who are in Professional Staff positions.
3. An employee with Just Cause status shall maintain their employment at NJIT from year to year, and may only be terminated for Just Cause, except in the case of layoffs, as set forth in the collective bargaining agreement.
4. Upon hire in a PSA position each Professional Staff person serves a one year probationary period.
5. After successful completion of the probationary period and during the next two fiscal years of continuous service the Staff member serves under annual contracts.
6. After successful completion of the probationary period, continuing service over the next two (2) consecutive full fiscal years, and reappointment to year four (4) the person would be given just cause status. (i.e. 1 year probation + 1 full fiscal year annual contract + 1 full fiscal year annual contract + 1 day = Just Cause Status)
7. If a Staff person with Just Cause Status leaves a PSA position to serve in another non-PSA position on campus and returns to a PSA represented staff position he/she shall serve no more than an 18 month probation, after which time he or she will again attain Just Cause Status. Just Cause Status may be reinstated immediately upon rehire into the PSA position, or than after a period of less than 18 months, if the probationary period, or any portion of it, is waived, which is a non-grievable discretionary decision.
8. If a Staff person with Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.L of the Collective Agreement (Exhibit 1), and returns to a PSA position, no new probationary period shall be served. If a Staff person without Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.L of the Collective Agreement (Exhibit 1), and returns to their previous PSA position, they will, upon return to their previous position,

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- revert immediately to their previous status, without loss of seniority or credit for time served towards attainment of Just Cause Status.
9. If a Staff person with Just Cause Status is promoted, he/she enters into a one year probationary period, after which, when successfully completed, Just Cause Status applies in the new position. The one year probationary period may be waived, which is a non-grievable discretionary decision.
 10. If a Staff person with Just Cause Status applies for a new or the same position in the same or different department, he/she enters into a one year probationary period after which, when successfully completed, Just Cause Status applies in the new position. The one year probationary period may be waived.
 11. If the administration initiates a reclassification or transfer into a different department/division no probationary period applies, and seniority credit towards attaining Just Cause Status is retained. If the administration initiates reorganization which results in the layoff of an employee with Just Cause Status, and the employee bumps into a new position or is recalled to a new position after layoff, such employee shall serve a six (6) month probationary period after which just cause status shall apply. In such cases, where the employee has not yet attained Just Cause Status, but has completed their probationary period in their previous position, upon completion of a six (6) month probationary period in the new position their seniority credit towards attaining Just Cause Status shall be restored. The six (6) month probationary periods under this provision may be waived, which is a non-grievable discretionary decision.
 12. The PSA shall receive formal notification of any waivers given pursuant to Paragraphs 7, 9, 10 and 11.
 13. Discipline shall mean a verbal reprimand, written reprimand, a suspension without pay, a demotion, or discharge.
 14. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline.
 15. Following the end of their probationary period, no professional staff employee may be disciplined except for just cause.
 16. Non-renewal of an employment contract of a professional staff member without Just Cause Status shall not be considered disciplinary and shall not be grievable, except that those members who maintain Contract Expectancy status shall

maintain the protections currently associated with that status until June 30, 2014.

17. Just cause for discipline which is applicable to both contract employees, and those with Just Cause status shall include but not be limited to violation of university rules, regulations, policies and procedures, poor/inadequate job performance and job abandonment. This list of causes is not exclusive and discipline may be made for any cause or circumstances amounting to just cause. Progressive discipline need not be followed for serious misconduct.