

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA), is entered into this ____ day of _____, 2016, by and between the Professional Staff Association Inc./AAUP (PSA) and the New Jersey Institute of Technology (NJIT), the Parties.

1. This MOA, together with Exhibit “A,” a separate Memorandum of Agreement concerning fulltime Professors of Practice (Professors of Practice MOA), to be executed simultaneously with this MOA, Exhibit “B,” consisting of a payroll calendar for FY2018 and FY 2019, and Exhibit “C,” addressing certain aspects of leave policy, and Exhibit D, a revised version of the Large Class Size MOU, all attached hereto, represents the culmination of good faith negotiations between the Parties relative to the terms and conditions of the successor collective negotiations agreement for the term July 1, 2015 to June 30, 2019, hereafter referred to as the “Agreement.”
2. Except as otherwise set out hereafter, including in the exhibits referenced herein, the provisions of the expired Collective Negotiations Agreement, with the term July 1, 2011 to June 30, 2015, as reflected in the Consolidated Agreement negotiated between the Parties, shall be recertified and incorporated into a successor Collective Negotiations Agreement (the “Agreement”). The parties agree to use reasonable diligence to draft finalized comprehensive agreement, containing all terms and conditions of the successor Agreement.
3. Agreement Term – The Agreement shall run for a term of four years, commencing July 1, 2015, and ending June 30, 2019.
4. Compensation Program for All Eligible Members of the Bargaining Unit

The Salary Pooling Percentage, calculated on July 1st of the applicable year of the increase, shall be as follows:

Year 1:	2%
Year 2:	3%
Year 3	1.75%
Year 4	<u>1.75%</u>
	8.5%

The increases will be effective on July 1st of each year, beginning on July 1, 2015.

5. Compensation for Members of the Professional Staff
 - a. The existing compensation/merit program shall continue.
 - b. Minimum salaries for all grades shall be increased by 4.5% effective in Year 3.
 - c. Maximum salaries for all grades shall be increased, effective on July 1st of each year, by the same amount as the Salary Pooling Percentage for that year.
 - d. The following definition will be added to the compensation section: “Eligibility” for increases, as reflected in this Agreement, shall mean that employees in their first year

of employment are not eligible for increases affected during their first year of employment. First year of employment for purposes of this Agreement shall be defined as the period of time from the date of hire in a PSA represented position until the following July 1st, but no less than six (6) full months and no greater than eighteen (18) months.

6. New Merit Program for Faculty and Lecturers

- a. The parties will make a good faith effort to negotiate a new merit pay program in time for it to be implemented for Year 3. A sub-committee consisting of two (2) members appointed by the PSA and two (2) members appointed by the administration, shall be formed to make recommendations to the parties. The goal is to have a plan in place by April 1, 2017.
- b. The new merit program will not be implemented in any given year of the Agreement unless a plan is in place and ratified prior to the year in which performance will be evaluated.

7. Compensation for Lecturers

- a. In Years 1 and 2 of the Agreement 90% of the Salary Pool will be distributed as across-the-board increases and 10% as merit pay, distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one will receive more than 1.5x the average merit pool award.
- b. If a new merit plan is not in place in time for it to be implemented in Year 3 and/or Year 4, 75% of the Salary Pool will be distributed as across-the-board increases and 25% as merit pay, distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one will receive more than 1.75x the average merit pool award.
- c. The discretionary portion of the Pool for Years 1 and 2 (and Years 3 and/or 4 if no new merit program is agreed to) shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. After the Provost finalizes how the discretionary pool will be distributed for any given year, he or she will provide the PSA with a list of the individuals who will receive monies from the pool, how much each individual will receive, and a rationale for each discretionary distribution, prior to distribution. Such awards are not subject to the grievance procedure.
- d. The new minimum annual compensation for University Lecturers, effective in Year 3, will be \$50,000 a year. The current language, which calls for a “dynamic minimum” shall remain in effect for the first two years of the Agreement until replaced by the new minimum in Year 3. The cap shall be \$85,000, effective in Year 1.
- e. The new minimum annual compensation for Senior University Lecturers, effective in Year 3, will be \$55,000 a year. The current language, which calls for a “dynamic

minimum” shall remain in effect for the first two years of the Agreement until replaced by the new minimum in Year 3. The cap shall be \$105,000, effective in Year 1.

- f. University Lecturers shall be entitled to a promotional increase of 7.5%, upon promotion to Senior University Lecturer, in addition to any other salary increase to which they would otherwise be entitled.

8. Compensation for Faculty Members

- a. In Years 1 and 2 of the Agreement 90% of the Salary Pool will be distributed as across-the-board increases and 10% as merit pay, distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one will receive more than 1.5x the average merit pool award.
- b. If a new merit plan is not in place in time for it to be implemented in Year 3 and/or Year 4, 75% of the Salary Pool will be distributed as across-the-board increases and 25% as merit pay, distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one will receive more than 1.75x the average merit pool award.
- c. The discretionary portion of the Pool for Years 1 and 2 (and Years 3 and/or 4 if no new merit program is agreed to) shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. After the Provost finalizes how the discretionary pool will be distributed for any given year, he or she will provide the PSA with a list of the individuals who will receive monies from the pool, how much each individual will receive, and a rationale for each discretionary distribution, prior to distribution. Such awards are not subject to the grievance procedure.
- d. Minimums annual compensation for Faculty Members will be as follows, effective upon ratification:
 - Assistant Professors: \$70,000
 - Associate Professors: \$85,000
 - Professors: \$100,000
 - Distinguished Professors: \$125,000
- e. There are no salary caps.

9. Professors of Practice - The parties will enter into a Professors of Practice MOA setting forth minimum salaries and appointment terms, for full-time faculty members serving in these positions. The Professors of Practice MOA is attached hereto as Exhibit “A.”

10. Compensation for Academic Administrators – The existing merit-based compensation program shall continue.

11. Retroactivity of Salary Increases

- a. Other than as set forth below, all salary increases under this MOA, with effective dates prior to the date of ratification, shall be effective retroactively. All eligible employees in active employment on the date of ratification shall receive retroactive payments reflecting these increases as soon as possible but no later than 90 days of the date of ratification.
- b. Employees in their first year of employment are not eligible for increases which are, or were, effective during their first year of employment.
- c. Under the 2016 Faculty Incentive Separation Program (FISP), incentive payments are calculated on the basis of salary as of June 30, 2016. Faculty members who have opted for retirement pursuant to FISP shall have their incentive payments calculated on the basis of their salary as of that date (i.e., including the increases scheduled for July 1, 2015), whether or not they are an active employee on the date of ratification. Any retroactive monies owed for Fiscal Year 2016 as a result of this provision will be paid as a lump sum as soon as possible but no later than 90 days after ratification. In addition, any Faculty member retiring on or after July 1, 2016, pursuant to FISP, who retires prior to ratification, shall also be entitled to retroactive salary increases for their period of actual employment prior to retirement whether or not they are in active employment on the date of ratification. These payments are only available to Faculty Members retiring pursuant to the FISP Program during the effective dates of the Agreement. These payments shall not set a precedent nor constitute a waiver with respect to eligibility for retroactive payments as set forth in paragraph 11.a.

12. Adjustment to the 10-Month Pay Schedule

- a. Commencing with the 2017-2018 Academic Year the pay calendar for those paid on a 10-month basis will be moved forward by two pay periods, i.e., it will commence two pay periods later than is now the case. The first pay check will be paid on August 11, 2017, and the last check will be paid on June 1, 2018.
- b. During the 2017-2018 Academic Year bargaining unit members paid on a 10-month basis, who affirmatively request it, will be given a pay advance equal to the pay for two (2) pay periods, paid to them by July 14, 2017, the date that they would have received their first pay check absent the agreed-upon adjustment. This advance will be repaid in 22 equal installments deducted from each pay check for the remainder of the academic year. Notice of this option will be sent to all affected bargaining unit members by the Administration by April 3, 2017. Those opting to receive a pay advance will need to notify NJIT no later than May 1, 2017.
- c. During the 2018-2019 Academic Year bargaining unit members paid on a 10-month basis who affirmatively request it will be given a pay advance equal to the pay for one (1) pay period, paid to them on July 27, 2018. This advance will be repaid in eleven

- (11) equal installments deducted from each of the first eleven (11) pay checks received during that academic year. Notice of this option will be sent to all affected bargaining unit members by the Administration by April 2, 2018. Those opting to receive a pay advance will need to notify NJIT no later than May 1, 2018.
- d. In subsequent years, the first pay of the Academic Year shall occur no earlier than August 8th but no later than August 22nd. If the initial academic year pay date is scheduled to fall before August 8th, the first pay of the Academic Year will be moved two weeks later. In this event, a 10 month employee who affirmatively requests it, will be given a pay advance equal to the pay for one (1) pay period, paid to them on the day they would have been paid, but for the adjustment. The salary advance will be recovered by the university over the following eleven (11) pay periods through equal, automatic biweekly payroll deductions.
 - e. A Pay Schedule for the 2017-2018 and 2018-2019 Academic Years is attached hereto as Exhibit "B," hereto.

13. Leave Policies – The Parties agree to the merger/incorporation into the Agreement of provisions currently contained in the Faculty Handbook concerning Active-Service Modified-Duty and unpaid leave of absences, including changes to these provisions agreed to by the Faculty Senate. These changes are set forth in Exhibit "C" hereto.

14. Parking

- a. Commencing with ratification of the Agreement all newly hired employees, who elect to access University parking on a regular basis, shall pay .4% (four-tenths of one percent) of their salary as a fee for parking.
- b. Commencing with the first pay check after ratification, or after January 1, 2017, whichever is later, employees already in the employ of the University, who elect to access University parking on a regular basis, shall be charged .4% (four-tenths of one percent) of their salary, with a cap of \$275 for the spring 2017 semester, through the period ending June 30, 2017.
- c. In Year 3 of the Agreement the cap shall be increased to \$600 for the academic year, through the period ending June 30, 2018.
- d. Commencing with Year 4 of the Agreement the cap shall be eliminated. All employees who elect to access University parking on a regular basis shall pay .4% (four-tenths of one percent) of their salary.
- e. The rate for daily parking passes shall increase to \$8.00 per day.
- f. There will be no change concerning parking fees for those in Residence Life.

- g. Commencing the semester after ratification, or sooner if reasonably possible, the University shall reserve sixty (60) parking spaces in the lower level of the Summit Street Parking Deck for the exclusive use of full-time Faculty Members and Lecturers in the PSA bargaining unit. These spaces will be reserved for such exclusive use, during the fall and spring semesters, Monday through Friday from 6:45 a.m. to 3:00 p.m. The University shall clearly designate these spaces, and shall actively enforce the prohibition on others using these spaces during the designated periods.
15. Professional Staff Member Evaluations – In addition to information already provided to the PSA in connection with the Professional Staff Compensation Program, the PSA shall be granted timely access to all Performance Evaluations completed for Members of the Professional Staff.
16. Chapter Membership Meetings – The PSA shall be allowed to conduct general membership meetings on campus for up to four (4) meetings per fiscal year, and requests to hold additional meetings shall not be unreasonably denied. The PSA will use reasonable efforts to minimize disruptions to University operations. Attendance by the PSA membership shall not be unreasonably denied.
17. Laid Off Professional Staff Members and Vacant Positions – Addition to Article IX.I.2
 - a. Professional Staff Members laid off pursuant to Article IX.I.2, shall have a right to apply for and be considered for placement in vacant bargaining unit positions for which they are qualified, and may request such consideration within a reasonable time following their layoff.
 - b. Whether a Professional Staff Member is qualified for any specific vacancy shall be determined by Human Resources and the Hiring Manager. If they are deemed not to be qualified they will receive a written rationale for this determination. This determination is not subject to challenge through the grievance procedure.
 - c. Any laid off Professional Staff Member placed into a vacant position shall serve a six (6) month probationary period in that position.
 - d. Except as specified herein these new provisions shall not alter the bumping rights that Professional Staff Members have pursuant to Article IX.I.2., e.g., a request to be considered for an open position (or positions) will not count towards the five (5) positions that a laid off Professional Staff Member may designate as positions that they wish to be considered for in connection with their *bumping* rights.