

July 1, 2019 – June 30, 2023
NJIT/PSA/AAUP AGREEMENT

Agreement Between:

New Jersey Institute of Technology
and
NJIT Professional Staff Association, Inc./AAUP

TABLE OF CONTENTS

	<u>PAGE</u>
PREFACE.....	1
ARTICLE I: <u>PURPOSE</u>	1
ARTICLE II: <u>RECOGNITION</u>	1
ARTICLE III: <u>NEGOTIATING PROCEDURE</u>	3
ARTICLE IV: <u>MANAGEMENT RIGHTS</u>	3
ARTICLE V: <u>RIGHTS OF THE ASSOCIATION</u>	4
ARTICLE VI: <u>GRIEVANCE PROCEDURE</u>	7
A. Preface.....	7
B. Grievances Alleging Policy and Agreement Violations (non-Tenure).....	7
1. Time Parameters.....	7
2. Procedure for Handling Grievance.....	7
a. Step One.....	7
b. Step Two.....	8
c. Step Three.....	8
d. Step Four.....	9
3. Parameters on Arbitration.....	9
C. Faculty Tenure; Promotion; Non-Reappointment Grievances.....	10
1. Grievance Process.....	10
2. Procedure for Handling Grievances.....	10
a. Step One.....	10
b. Step Two.....	11
c. Step Three.....	11
i. University Academic Process Review Committee (APRC) Term and Composition.....	12
ii. APRC Charge.....	12
iii. APRC Authority.....	13
iv. Investigative Process.....	13
v. Advocacy.....	13
vi. Parameters on Remand.....	14
vii. APRC Deadlock.....	14
viii. Decision Finality with Prejudice.....	15
D. Notice Under This Article.....	15
1. Grievant.....	15
2. Employer.....	15
3. Association.....	15
4. Academic Process Review Committee.....	16
5. Days.....	16

ARTICLE VII: <u>ACADEMIC FREEDOM AND RESPONSIBILITY</u>	16
A. Academic Freedom	16
B. Academic Responsibility.....	17
ARTICLE VIII: <u>SICK TIME AND LEAVES OF ABSENCE</u>	17
A. Sick Leave.....	17
1. Accrual.....	17
2. Use of Sick Leave	17
3. Authorization	19
a. Anticipated Leave	19
b. Unanticipated Leave	19
4. Validation.....	19
5. Confidentiality of Records.....	20
6. Unused Sick Leave - Retirement	20
B. Family Leave.....	21
C. Other Leaves of Absence	21
1. Eligibility	21
2. Procedure	22
3. Additional Procedures Applicable to Faculty and Instructional Staff	22
4. Reinstatement/Implications Applicable to Professional Staff Members	23
D. Active-Service Modified-Duties Policy for Tenured and Tenure Track Faculty	24
1. Eligibility	24
ARTICLE IX: <u>PROFESSIONAL STAFF</u>	25
A. Employment Basis	25
B. Hours of Work.....	28
C. Annual Evaluations	29
D. Discipline	29
E. Vacation Leave.....	30
1. Vacation Allotment.....	30
2. Vacation Use.....	30
3. Vacation Carryover.....	31
4. Vacation Payout.....	31
F. Holidays.....	31
G. Administration Leave.....	33
H. Professional Staff Sabbatical Leave.....	33
I. Seniority.....	34
1. Recognition.....	34
2. Layoff.....	35
3. Recall	37
J. Acting Capacity	39
K. Meal Reimbursement	39
L. Anniversary Date.....	39
M. Resident Life Staff Parking	40
N. Compensation.....	40
O. Professional Staff Merit Appeal Process	42

ARTICLE X: <u>TENURED AND TENURED TRACK FACULTY</u>	44
A. Notice of Non-Reappointment.....	44
B. Compensation Plan for Tenured and Tenure-Track Faculty Other Than Academic Administrators.....	44
8. Faculty Merit Appeal Process.....	50
C. Compensation Plan for Academic Administrators.....	52
5. Merit Appeal Process for Academic Administrators.....	54
D. Faculty Promotion Policy.....	55
E. Research and Visiting Professors, Professors of Practice.....	55
F. Faculty Teaching Load.....	56
ARTICLE XI: <u>LECTURERS</u>	56
A. Employment Basis.....	56
B. Compensation.....	58
7. Lecturer Merit Appeal Process.....	63
C. Promotional Increase.....	65
ARTICLE XII: <u>OTHER PROVISIONS (Lecturers)</u>	65
A. Course Load.....	65
B. Other Provisions.....	65
ARTICLE XIII: <u>NON-DISCRIMINATION</u>	65
ARTICLE XIV: <u>GROUP REVIEW COMMITTEE</u>	66
ARTICLE XV: <u>ADDITIONAL CONDITIONS OF EMPLOYMENT</u>	66
A. Fringe Benefits.....	66
1. Travel Support.....	66
2. Health Benefits Program.....	67
3. Eye Care Program.....	68
4. Deferred Compensation.....	68
5. Tuition Remission.....	68
B. Professional Conditions.....	69
C. Parking.....	69
1. Fees (Regular Privileges).....	69
2. Fees (Daily Day Privileges).....	70
3. Legacy Space Holders.....	70
D. Special Salary Actions.....	70
E. Scheduling of Instructional Staff.....	70
F. Class Size.....	71
G. Travel Reimbursement for Off-Campus Teaching.....	72
H. Other Compensation Consideration.....	73
I. Time Standards for Written Notification of Non-Reappointment.....	73
J. Adjuncts.....	73
ARTICLE XVI: <u>JOB ACTION</u>	75

ARTICLE XVII: <u>JOINT PSA/AAUP AND NJIT ADVISORY COMMITTEE</u>	75
ARTICLE XVIII: <u>GENERAL</u>	76
E. Release Time-Association Business	77
F. 10-Month Pay Schedule.....	77
G. Appendices.....	78
H. Furlough Reimbursement.....	78
ARTICLE XIX: <u>DURATION</u>	79
APPENDIX A - Professional Staff Performance Evaluation Form.....	81
APPENDIX B - Professional Staff Salary Matrix	84
APPENDIX C - Professional Staff Exceptional Compensation Program	85
APPENDIX D - Faculty Salary Minima.....	86
APPENDIX E - Faculty Merit Program Default Rubric	87
APPENDIX F - 1993 Faculty Teaching Load Agreement	88
APPENDIX G - Hiring and Promotion of University Lecturers	90
APPENDIX H - Lecturer Salary Matrix.....	93
APPENDIX I - Tuition Remission Policy	94
APPENDIX J - Large Class Size Agreement	101
APPENDIX K -Sample Workflow/Calculations for Instructional Staff Merit Program.....	103
APPENDIX L – Lecturer Merit Program Default Rubric	109
APPENDIX M -MOA on Development and Delivery of Fully Online Asynchronously Courses ...	110
APPENDIX N – Eye Care Program	117

PREFACE

This Agreement made and entered into this 23 day of July, 2021 by and between New Jersey Institute of Technology (hereinafter referred to as the “Employer,” the “University” or “NJIT”), and the New Jersey Institute of Technology Professional Staff Association, Inc./AAUP (hereinafter referred to as the “Association”, “PSA,” or the “Union”), witnesseth:

Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing.

Now therefore, it is mutually agreed as follows:

ARTICLE I

PURPOSE

The parties express their goal of maintaining harmonious relations in establishing responsible and accountable terms and conditions of employment and in effectively resolving disputes. In order to enhance the educational mission of the University, the Association and the Employer agree to work together through collective negotiations, shared governance and collegial decision-making to achieve excellence in teaching and research and to establish sound working conditions necessary to attract and retain Faculty and Professional Staff to fulfill the University’s mission.

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Association as the exclusive collective negotiating representative for a negotiating unit composed of Faculty and all Professional Staff employees including:

A. All Full Time Teaching Staff as Follows:

1. Distinguished Professor
2. Professor
3. Associate Professor
4. Assistant Professor
5. Lecturers, including, but not limited to, University Lecturer and Senior University Lecturer.

B. Academic Administrators Holding Faculty Rank:

The following positions are recognized relative to Faculty and associated administrative and professional duties, excluding supervisory duties as defined by the New Jersey Public Employment Relations Commission (PERC):

1. Department Chair
2. Sponsored, Foundation or Endowed Chair
3. Assistant or Associate Dean
4. Center or Program Director
5. Head Librarian

C. All full-time Visiting Professors who hold a tenure-track or tenured position at another institution, upon entering his or her second consecutive term of full-time appointment in said position(s), and all Contractual term Research Professors, Professors of Practice and Visiting Professors without a tenure track or tenured position at another institution, upon hire.

D. Members of the Negotiations Unit pursuant to Article II.A, II.B, and II.C who also teach as Adjuncts, in their capacity as Adjuncts.

E. All full-time, Professional Staff who are non-supervisory as defined by PERC and below the level of an Administrative or Professional Director/Head of any department, office, center, division, or program, and including Associate Directors, Assistant Directors, Administrative Assistants I, Program or Function Coordinators, Assistants to Deans, Assistants to Directors, Assistants to Department and/or Sponsored Chairs, Assistants to Department Heads, Program or Function Managers, professional librarians, program, function or center supervisors, and operational specialists in professional fields.

F. Excluded from PSA recognition are: All deans, associate deans without academic rank, assistant deans without academic rank, center or program directors without academic rank, Head Librarian without academic rank and temporary teaching or research staff.

1. Temporary staff are those filling positions that neither constitute part of the Employer's regular, continuing, position roster nor are budgeted for more than one academic year for teaching staff or one full fiscal year for Professional Staff.

G. Also excluded are all clerical employees, security officers/dispatchers, police officers (including patrol officers, sergeants and lieutenants), craft employees, confidential employees, managerial executives, PERC defined supervisory employees, full-time assistant coaches, part-time employees, student employees, all employees properly included within all other collective negotiation units and all others not specifically included under provisions A., B., C, D and E. above.

1. Part-time employees excluded from recognition hereunder, include both academic personnel and Professional Staff who are employed in positions constituted by the Employer to provide no more than sixty percent (60%) of a full-time workload. Employees hired into positions at greater than the sixty percent (60%) threshold shall participate in negotiated University benefits on a pro rata basis and shall participate in State of New Jersey programs, in which the Employer participates, in accordance with the program parameters.

H. In the event of the creation of a new job title, such title shall be subject to evaluation by a committee consisting of a member of the Association Governing Board and a member of the Administration in order to determine whether such title appropriately belongs in the Negotiations Unit. In the event of a decision by the Employer adverse to the position of the Association, such decision shall be resolved in accordance with the rules and regulations of PERC.

ARTICLE III

NEGOTIATING PROCEDURE

A. The Association shall present to the Employer its demands in writing relating to terms and conditions of employment on or before October 1, in the year before the expiration date of this Agreement. On or before November 1 of that year, the Employer shall meet with the Association for the purpose of negotiating, in good faith, a mutually acceptable agreement.

B. As part of the negotiations for a successor Agreement, the parties agree that the failure of the Association, in any one year or any number of consecutive years, to present a demand for the purpose of negotiations or to participate in negotiations concerning terms and conditions of employment, establishment of new work rules or modifications of existing work rules, shall not constitute a waiver of the right of the Association to perform the function of exclusive representative as constituted by the New Jersey Employer-Employee Relations Act, and as amended.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged or modified by this Agreement and the system of faculty governance at New Jersey Institute of Technology.

C. The Employer retains its responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law governing the conduct and activities of employees not inconsistent with the expressed provisions of this Agreement and subject to recognition of the fact that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association or determined by faculty governance as it functions at New Jersey Institute of Technology, before they are established.

ARTICLE V

RIGHTS OF THE ASSOCIATION

A. Dues Deduction:

1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52: 14-15.9e, as amended), the Employer agrees to deduct from each paycheck the Association dues of each member of the Negotiations Unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.
2. The amount of the Association dues shall be such amount as shall be certified to the Employer by the Association at least thirty (30) days prior to the date on which deductions of Association professional dues are to be begun.
3. The deductions of Association dues made from each paycheck, and shall be remitted by the Employer to the Association bi-weekly together with a list of the names of Association members from whose pay such deductions were made.¹
4.
 - a. A member may terminate his or her authorization by providing written notice to NJIT during the ten (10) day period following each anniversary date of their employment. Within five (5) days of receipt of notice from a member of revocation of authorization for the payroll deduction of dues, NJIT shall provide notice to the PSA of a member's revocation of such authorization. A member's revocation of authorization for payroll deductions shall be effective on the 30th day after their anniversary date of employment.
 - b. A member of the Negotiations Unit who signed an authorization for payroll deductions on or before September 30, 2018, may, in

¹ Prior to January 1, 2022, pursuant to the terms of the previous Agreement, NJIT represents that no dues were deducted for one (1) paycheck during each of the two (2) months in which there were three (3) paydays. This practice did not affect the obligation of NJIT to remit dues on all salary earned by PSA members. The PSA may, at any time, request that the previous schedule for dues payments be reimplemented, if it does so thirty (30) days prior to the implementation of such change, and such request will be honored.

addition to revoking their authorization for payroll deductions in accordance with Article V.A.4.a, revoke their authorization for payroll deductions in writing at any time. If such revocation is not in accordance with Article V.A.4.a., the revocation shall be effective on the July 1st following the date on which the notice of revocation was filed.

5. The Association agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction and the Association assumes full responsibility for the disposition of the funds so, deducted once they have been turned over to the Association as provided. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

B. Deduction of Retroactive Dues:

In the event that the Employer has not made the proper deductions of Union dues for any member of the Association due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, the Association agrees that 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 retroactive dues 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 the Association 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. The Association agrees to indemnify the Employer for all claims by any employee for whom retroactive dues deductions are made pursuant to this Agreement and save it harmless from any monetary liability for payments made in the Employer's proper performance of this obligation.

C. The Employer agrees to recognize those members of the Negotiating Unit not to exceed five (5) who are designated by the Association as Association Representatives for collective negotiations by written notice of the names of such members of the negotiating unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

D. Representatives of the Association shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the University is normally open provided that they shall not interfere with or interrupt normal University operations.

E. Whenever any representative of the Association is scheduled to participate during working hours in negotiations or grievance procedures, they shall suffer no loss in pay nor be expected to compensate in any other way for time spent in carrying out such responsibilities. However, both parties shall make reasonable efforts to avoid scheduling negotiations or grievance procedures in such a manner as to interfere with the meeting of scheduled classes.

F. The Association 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 Association will use reasonable efforts to minimize disruptions to University operations. Attendance by the PSA membership shall not be unreasonably denied.

G. The Association shall have the right to make reasonable use of University facilities and equipment, including available duplication, computer, office, and audiovisual equipment, all in accordance with University procedures. The Association shall pay reasonable costs for the use of such facilities and equipment.

H. The Association shall have the right, without seeking permission or approval, to post on bulletin boards, bulletins and notices to the employees it represents relevant to official Association business.

I. The Association has the right to receive copies of all communications sent to PSA-represented employees concerning discipline, or matters that may result in discipline (“disciplinary communications”), at or about the same time that such communications are sent to the PSA-represented employees to whom the communications are addressed. In addition, subject to any law, regulation, subpoena or governmental order precluding such, the PSA shall be copied on any University-issued written communication to the employee, seeking to meet with the employee: (a) when such meeting is called to communicate disciplinary action to the employee; (b) when disciplinary action is foreseeable as a possible outcome of such meeting, or (c) when such meeting is called to investigate or discuss a possible violation of University policy by the employee interviewed. Copies shall be sent to the PSA care of the PSA office. Communications can be sent electronically. This provision does not apply to evaluations conducted pursuant to policies governing Faculty re-appointment, promotion and tenure reviews, unless it is communicated in such reviews that suspension or termination from employment is contemplated.²

² By agreeing to this provision, the PSA is not waiving its position that NJIT is legally obligated, independent of this provision, to provide it with disciplinary communications, nor is it waiving its right to seek any legal remedies to which it might otherwise be entitled in the event that disciplinary communications are not timely sent to the Union in the future. Similarly, by agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated, except to the extent that it is bound by this provision, to produce any or all disciplinary documents to the PSA. By agreeing to this provision, the PSA does not waive its right to assert that NJIT is obligated to produce any specific document, or class of documents, including but not limited to evaluation documents, that it believes it requires in order to provide representation to NJIT employees within its collective negotiation unit. Similarly, by agreeing to this provision, NJIT is not waiving its right to assert that it is not legally obligated to produce any specific document, or class of documents, to the PSA.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Preface:

Any member of the Negotiations Unit or the Association on behalf of any member of the Negotiations Unit or on its own behalf may grieve alleged violation of the Collective Negotiations Agreement, applicable policy(ies) and regulations and administrative determinations made without just cause affecting the Negotiations Unit member. There shall exist two (2) separate exclusive processes to respond to such grievances. All grievances except for those involving promotion, and/or tenure denial or non-reappointment of non-tenured Faculty shall proceed through and in accordance with that process set out by provision B., Grievances Alleging Policy and Agreement Violations (non-Tenure), below. All grievances by Faculty, surrounding determinations regarding promotion, and/or tenure and all those regarding non-reappointment of non-tenured Faculty shall proceed through and in accordance with that process set out by provision C., Faculty Tenure; Promotion; Non-Reappointment Grievances, below. Challenges regarding merit pay shall be exclusively addressed through the procedures set forth in Article IX, X, XI, and any memoranda of agreement addressing merit pay.

B. Grievances Alleging Policy and Agreement Violations (non-Tenure):

1. Time Parameters:

The purpose of this process is to assure prompt and equitable solutions to the problems arising from the administration of this Agreement or other conditions of employment. Such promptness is an essential element. Failure of a grievant to meet any of the calendar limitations stipulated in the procedure below will constitute a waiver of their rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. Time limits provided in this Article may be extended by mutual agreement of the parties. It is understood, however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the Negotiations Unit to discuss any problem informally with an appropriate member of the administration.

2. Procedure for Handling Grievances:

a. Step One:

A Grievant shall set forth their grievance, in writing, specifying the facts involved, the alleged improper action and the requested remedy. This grievance must then be discussed formally with the

appropriate Dean or Director. The Dean or Director shall provide written response to the grievant, with a copy to the Vice President of Human Resources within ten (10) days following the discussion. All settlements of grievances at this level are expressly without precedent.

b. **Step Two:**

Within forty (40) calendar days after the date of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if they are not satisfied or has not received response through the process provided for in Step One, submit in writing to the Vice President of Human Resources or Provost, the facts of the grievance and the desired adjustment. For grievances involving Faculty, teaching staff and academic administrators, the Vice President of Human Resources shall forward the grievance to the Provost who shall designate a Step II Hearing Officer. Grievances brought by or on behalf of Professional Staff Members shall be referred to the Vice President of Human Resources who shall then designate a Step II Hearing Officer.

The Association shall be notified by the Step II Hearing Officer in the event the grievant chooses not to be represented by the Association for the subject grievance, and an Association representative shall have the right to be present at this and all subsequent steps in the grievance procedure and to present the views of the Association. The Step II Hearing Officer, within fourteen (14) days after receipt of the written grievance, shall meet with the grievant in an effort to resolve the grievance. The Step II Hearing Officer shall indicate his or her disposition of the grievance, in writing, within fourteen (14) days of said meeting to the grievant, and the Association, with copies to the Vice President of Human Resources.

c. **Step Three:**

If the grievance is not satisfactorily resolved at Step Two of this procedure, the grievant or the Association, on its own initiative, shall, within fourteen (14) days, from the date of notice of the Step Two response, transmit the grievance to the Provost or the Vice President of Human Resources, depending upon whether the grievance involves Professional Staff or Faculty. The Provost, or the Vice President of Human Resources, as applicable (the Step III Hearing Officer) may hold a meeting on the grievance if they deem it necessary. The Step III Hearing Officer shall review the grievance record and shall issue a written response to the

grievance within twenty (20) days following notice of the Step Three transmittal.

d. **Step Four:**

If the grievance is one which can be carried beyond Step Three and no satisfactory solution has been reached, and the Association desires to institute binding arbitration proceedings, it must, within thirty (30) days of notification of the Step III reply, give proper notice to PERC with a copy to the Vice President of Human Resources, who shall provide copies to the General Counsel and the Provost. Such binding arbitration proceedings shall be in accordance with the rules and regulations of PERC.

e. A grievance alleging a violation of the negotiated Agreement may be resolved by settlement only if agreed to in writing by the Employer and the Association.

f. Copies of the written decision reached at each formal step of the grievance procedure together with all written documents specifically cited as rationale for the decision shall be provided to the Association within fourteen (14) days of specific request for documents by the Association.

3. **Parameters on Arbitration:**

a. The only grievances which may be processed beyond Step Three and which may be arbitrated are those based upon an allegation that there has been a violation of this locally negotiated Agreement, including negotiated terms and conditions of employment embodied in University policy and regulation incorporated into the Agreement by reference.

b. The Arbitrator shall have no authority to rule on grievances which concern actions taken by individuals or officials outside of the University, or which relate to governmental statutes or regulations affecting terms and conditions of employment.

c. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement, any policy of the Employer, or any official agreement secured through faculty governance.

d. Fees and expenses of the Arbitrator, as such occur, shall be shared equally by the Employer and the Association.

C. **Faculty Tenure; Promotion; Non-Reappointment Grievances:**

1. **Grievance Process:**

- a. The purpose of this exclusive process is specifically to provide the Faculty recipient of an unfavorable tenure, promotion or non-reappointment determination, an opportunity to have such determination(s) expeditiously reviewed by the Employer, through an exclusive, binding and final process, to ensure the determination is not the result of a violation of procedure or capricious or discriminatory treatment of the grievant of substantial prejudicial affect upon the substantive academic decision rendered. A finding by the authorized designee of the Parties to the Agreement, of a substantial violation of procedure and/or caprice and/or discriminatory treatment, unduly prejudicing the affected Faculty Member, shall result in remand, only, to academic process for academic reconsideration absent those specific process irregularities and/or improprieties unduly affecting and prejudicing the original determination grieved pursuant hereto. Nothing herein shall modify or abridge the authority of the President and the Board of Trustees of the Employer from utilization of the management prerogatives specifically retained, pursuant to this Agreement, relative to promotion, reappointment and tenure.
- b. The provisions concerning the requirements of timely filing and notice, in Article VI, Grievance Procedure, provision B., Grievances Alleging Policy and Agreement Violations (non-Tenure) and D., Notice, herein, shall apply with equal force to all steps of Article VI, Grievance Procedure, provision C. Faculty Tenure; Promotion; Non-Reappointment Grievances, above. It is further expressly understood that no procedural defect in original academic determination grieved, pursuant hereto, or in the process hereafter set out, shall result in reappointment, tenure or promotion; these are deliberative processes that may not be gained through error, omission or default in action.

2. **Procedure for Handling Faculty Promotion, Tenure and Non-Reappointment Grievances:**

a. **Step One:**

The grievant must file their grievance, in writing, with the appropriate Dean, setting forth a summary of facts relied upon in making the specific claim of redressable impropriety in the promotion, tenure and/or reappointment process that serves as the basis of the grievance. Any and all grievances must be filed at

Step One within thirty (30) calendar days of notice to the grievant of the academic decision grieved.

Within ten (10) days following formal filing with the Dean, consistent with the notice provisions herein, the Dean or their designee shall provide a meeting with the grievant (and Association representative if the grievant so desires) to hear the grievance and review its procedural and substantive merit. Within ten (10) calendar days following the grievance meeting, the Dean or their designee shall provide written response to the grievant, the Vice President of Human Resources and to the Association, disposing of the grievance, either affirmatively or negatively, and with or without conditions or qualifications.

b. **Step Two:**

Within fourteen (14) days following noticed disposition of the grievance at Step One, if the grievant remains dissatisfied with the imposed or proposed resolution at Step One, the grievant may advance the grievance to Step Two for review and response from the Provost or their designee.

The grievance as submitted to Step Two must specifically identify those aspects of the Step One response that are unsatisfactory and why. It must explicitly state why the grievance is valid, attaching or identifying all evidence in support of such continuing claim. The redress demanded must be specified.

Within fourteen (14) days following formal filing with the Provost, consistent with the notice provisions herein, a hearing with the grievant and an Association representative, if the grievant so desires, shall be conducted for the purpose of procedural and substantive review of the merit of the claim(s). Within fourteen (14) days following the hearing, the Provost or their designee shall provide written response to the grievant disposing of the grievance, either affirmatively or negatively and with or without conditions or qualification(s), and setting forth specific reasons for the disposition. A copy of the disposition shall be forwarded to the Vice President of Human Resources and the Association.

c. **Step Three:**

Within fourteen (14) days following noticed disposition of the grievance at Step Two, if the grievant and the Association remain dissatisfied with the imposed or proposed resolution at Step Two, the Association may file the grievance with the University Academic Process Review Committee ("APRC") in the manner

set forth in D(4) of this Article, for final, exclusive, formal disposition of the grievance, within the parameters set out below:

i. University Academic Process Review Committee (APRC) Term and Composition:

The APRC shall serve one (1) year terms to expire at the close of each fiscal year of this Agreement (June 30). However, the APRC shall retain jurisdiction to hear all grievances, formally filed and appropriately at Step Three herein, during its term. Subject to c.iii. below the APRC shall be comprised of four (4) University employees, two (2) selected by the Association and two (2) selected by the Employer. Selection may come only from among those Faculty at the rank of Professor and Distinguished Professor. Additionally, neither the Provost, the University President, the Association President, the Association Grievance Chair nor any prior step Hearing Officer may serve as a member of the APRC. All members of the APRC must, during their term, abstain from discussion and voting on promotion, tenure and/or reappointment decisions concerning Faculty within the APRC members' respective academic Department.

ii. APRC Charge:

The APRC's purpose, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly and exclusively directed and limited to review of the functioning of the academic process in issue, for a determination of whether there exists substantial process failure, resulting in capricious determination, or substantial procedural violation or discriminatory treatment by the University bodies so charged to render the academic and/or employment recommendation(s) or judgment(s) that serve as the subject of the grievance. The members of the APRC must reduce their collective findings to writing and failing consensus, each dissent therefrom must be expressed, in writing and available to the University, the Association and an arbitrator as selected pursuant to Agreement. The APRC is also charged with reviewing merit appeals filed by Faculty and Lecturers, and appeals concerning compensation for the development of fully online courses pursuant to Appendix M.

iii. APRC Authority:

The APRC's disposition, in connection with its role in reviewing Faculty tenure, promotion and non-reappointment grievances, is expressly limited to either dismissal of the grievance with prejudice or remand to academic process, where process failure is found, for reconsideration, in compliance with University policy, absent the process failure determined. Remand or Dismissal shall be unconditional. Recommendation may be made for disqualification, from remanded review, of an individual, group of individuals or entire APRC, if the APRC finds prejudice is unabateable upon remand, except that recommendation that the University President be disqualified in their role as Employer is prohibited.

iv. Investigative Process:

The APRC shall be entitled to official minutes of deliberative meetings of the Department and University Promotion and Tenure APRC that pertain only to the grievant. Additionally, the APRC shall be entitled to that packet of material as submitted by the grievant for review in accordance with established procedures. The APRC may call pertinent witnesses from the recommending bodies, the Employer or others who the APRC has identifiable reason to believe hold information relevant to disposition. Disposition shall be in writing and noticed to the Employer and Association and shall be based upon majority determination. Under no circumstances shall the APRC substitute its judgment for the academic judgment rendered by the bodies/persons charged with making such judgments.

v. Advocacy:

Within thirty (30) days after the filing of the grievance to Step Three, the grievant must submit a detailed statement to the APRC and the Employer setting forth the evidence (including a list of documents and a summary of testimony of proposed witnesses) which the grievant intends to submit in support of their grievance. Within twenty (20) days after the submission of the grievant's detailed statement, the Employer may submit a responsive statement to the APRC setting forth its evidence (including a list of documents and a summary of proposed witnesses) in opposition to the grievance. Within ten (10) days after receipt of the Employer's Statement, the APRC

shall schedule one or more hearings at which evidence may be presented.

Representatives of the Employer and/or the Association may file written briefs and/or make oral argument in support of or in opposition to the grievance. Said advocacy shall not be denied if and when opted for, and must be considered in final determination to the extent such advocacy is timely submitted and relevant to the issue before the APRC. Briefs must be submitted, to the APRC, within fourteen (14) days of the final hearing date, in duplicate. One (1) copy shall be transmitted to the opposing advocate when all briefs are in. Argument not made before the APRC is discouraged from appearing in the brief for the first time. Such argument may be excluded from consideration by the APRC. Submission of reply briefs shall generally be unavailable. However, upon request to the APRC, based upon argument not made theretofore, reply briefs shall not be unreasonably denied the advocates.

vi. Parameters on Remand:

While the APRC is free to offer recommendation on improved process it shall not direct a schedule of compliance nor impose substantive or procedural regulation of the outcome or the process, beyond that available as codified policy relative to reappointment, promotion and tenure. If on remand, a prior academic judgment is overturned and tenure and/or promotion and/or reappointment is awarded, a grievant shall be made whole by ensuring no contractually guaranteed salary at the rate paid for the new position (i.e., tenure and/or promotion and/or reappointment) at the time of the academic decision overturned is lost to the grievant. This is the only, exclusive restitution available to a grievant under this provision of the Agreement.

vii. APRC Deadlock:

Should the APRC fail, following a total of one hundred and twenty (120) days for investigation and deliberation of the submitted grievance, to determine, through majority decision, the limited issue(s) before it, then and in that event, the parties shall stipulate the record before the APRC and present same to an arbitrator/mediator, selected by the parties or, failing agreement between the parties, by PERC for decision within the guidelines herein established. The arbitrator/mediator shall question the parties for purposes of clarification of the

record, however, there will be no other further advocacy allowed. The mediator's/arbitrator's jurisdiction shall be limited to determination as to whether the record before him/her compels remand under the enabling provision; C., Faculty Tenure; Promotion; Non-Reappointment Grievances, 1.a. Grievance Process, supra.

viii. Decision Finality with Prejudice:

Remand shall be available only once per academic process determination, based upon the same set of facts. A grievance claiming failed academic process, for the limited enabling reasons set out, supra, shall therefore, be heard but once, through to its conclusion as set out herein, unless the grievance is based upon an entirely different claim from that of original grievance and charges a new set of factual errors, omissions or misconduct not in existence at the time of the original grievance.

D. Notice Under This Article:

1. Grievant:

Notice to the grievant shall be deemed to have occurred upon actual receipt by grievant of such notice or five (5) days following posted mailing to the grievant's last known address, through the U.S. mail, whichever first occurs.

2. Employer:

Notice to the Employer shall be deemed to have occurred upon actual receipt by the Employer's designated representative of such notice or, if mailed in the continental United States, five (5) days following posted mailing to the Employer's designated representative at the correct University address for such representative, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the Employer shall only be deemed to have occurred upon actual receipt by the Employer's designated representative.

3. Association:

Notice to the Association shall be deemed to have occurred upon actual receipt by the Association President or expressly authorized designee, of such notice or five (5) days following posted mailing to the Association President or expressly authorized designee at the last known address, through the U.S. mail, whichever first occurs.

4. **Academic Process Review Committee:**

Notice to the APRC shall be deemed to have occurred upon actual receipt by the APRC, c/o Provost's Office, of such notice or if mailed in the continental United States, five (5) days following posted mailing to the APRC, c/o Provost's Office, at the correct University address, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the APRC shall only be deemed to have occurred upon actual receipt by the APRC.

5. **Days:**

For purposes of timely filing and advancement of grievances only, unless otherwise expressly referenced herein, days shall refer to calendar days, excluding all University holidays and recesses (including summer recess) and all federal holidays whereby the U.S. Postal Department closes services.

ARTICLE VII

ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in New Jersey Institute of Technology. Institutions of higher education conduct their activities primarily for the common good and not exclusively to further the interests of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition. Institutions of higher education are committed to the solution of problems and controversies through rational discussion. Acts of physical force or disruptive acts which interfere with University activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antitheses of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

A. **Academic Freedom:**

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of their other academic

duties; but research for the pecuniary return should be based upon an understanding with the authorities of the Institution.

2. The teacher is entitled to freedom in the classroom in discussing their subject, but they should be careful to present the various scholarly views related to their subject and avoid presenting totally unrelated material. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

B. Academic Responsibility:

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or University teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When they speak or write as a citizen, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As a person of learning and an educational officer, they should remember that the public may judge their profession and their institution by their utterances and should make every effort to indicate that they are not an institutional spokesperson.

ARTICLE VIII

SICK TIME AND LEAVES OF ABSENCE

A. Sick Leave:

1. Accrual:

New employees shall earn one (1) working day or seven (7) hours per calendar month to the end of the fiscal year. Thereafter, employees employed on a 12- month basis shall earn 1.25 working days or 8.75 hours or which is equivalent to fifteen (15) working days (105 hours) per full fiscal year thereafter. Employees with annual appointments of less than 12 months shall earn and be entitled to prorated, sick leave annual benefits. For example, Instructional Staff members (Faculty and Lecturers) with 10 month appointments, shall earn sick time during the ten (10) months when they are normally on payroll, which is equivalent to 12.5 days of sick leave (87.5 hours) per full fiscal year.

2. Use of Sick Leave:

- a. Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family (father, mother, spouse, child, foster child, sister, brother, grandmother,

grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.

- i. Use of sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.
 - ii. Unless otherwise authorized under the provisions of the University's Family and Medical Leave Policy, emergency attendance on a member of the immediate family shall be limited to a maximum of fifteen (15) days per enabling occurrence. Exceptions to this limitation may be authorized only by the Vice President of Human Resources or their designee.
- b. Accumulated sick leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave used for bereavement shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human Resources or their designee.
 - c. All unused sick leave may be accrued with no maximum limit.
 - d. Medical validation of the need for sick leave will be required when there is specific evidence of abuse of the leave and/or when the leave exceeds five (5) consecutive days or a total of ten (10) days within the fiscal year, as more fully detailed below.
 - e. Sick leave benefits are not available, shall not accrue, nor shall there be any payment in lieu thereof, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to use a banked sick leave day, the Professional Staff Member must be in paid employment status at least one day prior to the sick leave benefit sought.
 - f. Employees whose sick leave accrual is prorated in accordance with Article VIII.A.1, above, will not be charged sick days during periods when they are not normally on payroll.

3. Authorization:

a. Anticipated Leave:

Any proper usage of sick leave anticipated in advance must be requested as far in advance as practicable and approved by the employee's immediate supervisor prior to usage. Approval will not be unreasonably denied. Examples of anticipated leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short-term care for an ill member of the immediate family. Within a reasonable period of time following use of sick leave for this purpose the employee upon request by the Employer must validate the reason for scheduled leave by means of written proof that the scheduled purpose for the sick leave did occur.

b. Unanticipated Leave:

Use of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by following such procedure specifically directed by the employee's supervisor to notify the Employer of unanticipated sick leave.

4. Validation:

- a. In accordance with State and Federal regulations, the Employer may preliminarily designate an employee who has been absent for three (3) or more consecutive days or who has exhausted their earned sick leave banks on Family Leave, pending medical certification. Family Leave may at the option of the Employer run concurrently with sick leave usage.
- b. Long term absences for sick leave that exceed the 60 days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every 30 days.
- c. If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness or injury enabling sick leave usage. An employee absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's

statement validating the duration and nature of illness enabling sick leave usage.

- d. The Employer may investigate cases where there is reasonable suspicion of abuse or patterned absenteeism. If justified, and regardless of the threshold absences set forth in (c) above, the Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave for a period not to exceed one year.
- e. Sick leave taken for purposes of Bereavement, pursuant to provision A.2.b. above, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement. The Employer may request that Bereavement leave be validated through independent written documentation.
- f. Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of an employee, the five (5) and ten (10) day validation requirement shall be waived as a matter of regular course, however, upon reasonable suspicion of abuse following fifteen (15) days usage of sick leave during fiscal year the Employer, the Union and Employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical recertification and following fifteen (15) days usage in a fiscal year on account of said illness, provide additional recertification of the chronic illness.

5. Confidentiality of Records:

All medical reports and diagnosis provided pursuant to this Article shall remain confidential and shared with the Department of Human Resources and the Office of General Counsel only.

6. Unused Sick Leave – Retirement:

Subject to the provisions of N.J.S.A. 11A:6-17 and N.J.S.A. 11A:6-19 through 11A:6-19.1, and rules and regulations promulgated thereunder, a full time member of the Professional Staff or Faculty Member for the period of time in which they officially served in an administrative capacity pursuant to the provisions of a State administered or approved retirement system, and has to their credit any earned and unused accumulated sick leave accrued during service in an administrative capacity shall be entitled to receive supplemental compensation for such

earned and unused accumulated sick leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of their retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one (1) year of the effective date of retirement.

B. Family Leave:

The University maintains a Family Leave Policy that complies with the requirements of Federal and New Jersey law, and such policy is available to employees on its web site at <http://www5.njit.edu/humanresources/benefits/other-leaves.php>. In the event that the University intends to amend the policy with regard to negotiable terms and conditions, it shall provide the PSA notification of the proposed changes. If the changes are required by changes in extant Federal or State law or regulation, the University may amend the policy accordingly, but shall notify the PSA in advance of any such amendments. In the event that the PSA demands negotiations concerning proposed changes, it shall do so in writing within sixty (60) days, to the Vice President of Human Resources, with a copy to the General Counsel, in which case the parties will proceed with good faith negotiations concerning the proposed changes, consistent with their rights and obligations under law. If the University receives no written demand by the PSA for negotiations within such time, the University may proceed to implement such changes.

C. Other Leaves of Absence:

1. Eligibility:

- a. Any employee who is not entitled to or has exhausted other leave benefits may apply for an unpaid leave of absence for a specific period of time, and for a specific purpose.
- b. No employee who is entitled to leave under the New Jersey Family Leave Act or the Federal Family Leave Act shall be denied the right to use any period of leave required under these laws using the procedures set forth in the laws and applicable regulations.

2. Procedure:

- a. All applications for an unpaid leave of absence shall be made in writing. The application shall include a specific statement of the reasons for the leave request, the date on which the leave is requested to begin and the date the leave is requested to end. All requests for unpaid leave of absence shall be made on a timely basis.
- b. Application for leave by Professional Staff Members must be submitted to the employee's immediate supervisor. Application for leave by Faculty or Instructional Staff Members shall be made to the Provost with a copy sent to the individual's Department Chairperson (or Dean where there is no Chairperson). In the event that the reason for the leave requires confidentiality, the employee may submit the application directly to the Department of Human Resources instead of the immediate supervisor, the Provost or their Chairperson/Dean. In that case, the employee shall inform the individual to whom the request would otherwise have been submitted, in writing, that an application has been submitted to Human Resources and shall specify the beginning and ending dates for the leave as requested on the application.
- c. Except where an emergency requires a quicker response, the Employer shall act on the application for an unpaid leave within two (2) weeks from the date of the application and shall provide the employee with its decision in writing. If the request is denied in whole or in part, the reasons for the denial shall be set forth as part of the written decision. Extensions of approved leaves may be requested using the same procedures.
- d. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.
- e. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.

3. Additional Procedures Applicable to Faculty and Instructional Staff:

- a. Leaves for Faculty or Instructional Staff Members will normally be for a period of one academic year.
- b. All leave time shall be credited to the Faculty or Instructional Staff Member's years of service, and such leave time shall not constitute an interruption of continuity of service. The leave

period shall not count as a normal period of employment as to eligibility for promotion, tenure or the attainment of contract expectancy. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.

- c. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this Agreement. Health care benefits during the period of unpaid leave shall not be paid by the Employer, but may be maintained at the Employee's own expense.
- d. The returning Faculty or Instructional Staff Member will be returned to the same salary they were receiving before they began their leaves, and in addition shall be entitled to any general salary increases that may have taken place during the intervening period.
- e. The acceptance of a paid position or contracting for compensated services with another employer while on leave of absence will not affect the provisions of the leave of absence.

4. Reinstatement/Implications Applicable to Professional Staff Members:

- a. The reinstatement provisions set forth herein shall not be unreasonably applied by the Employer nor abused by the employee.
- b. An employee who is ready and able to return after completion of a short-term leave of a total duration of ninety (90) consecutive calendar days or less shall be returned to their former position or an equivalent position with equivalent pay and fringe benefits including retirement system benefits.
- c. The Employer will make every reasonable effort to reinstate an employee who is ready and able to return to work after completion of a long-term leave of a total duration of ninety-one (91) consecutive calendar days or more to their former position or a comparable position. Except where otherwise required by law, there is no entitlement to a particular position with the Employer following a long-term leave of absence.

- d. If at the employee's scheduled return to work, the Employer reasonably determines that reinstatement will jeopardize the health and safety of the employee, other employees or students, and provides the employee with a statement of the basis for its determination, the Employer may require that the employee submit a certification from a licensed professional (doctor, psychologist or other appropriate specialist) attesting to the employee's fitness prior to permitting the employee to resume work. The Employer may also require examination and certification of the employee for return to work by a physician of its choosing and its own expense prior to reinstatement.
- e. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this Agreement. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.
- f. Accepting employment with another employer while on a leave of absence will result in the forfeiture of the leave and all associated benefits and will result in the immediate termination of University employment, unless such other employment was expressly understood as part of the reason for the leave and approved in advance by the Employer.

D. Active-Service Modified-Duties Policy for Tenured and Tenure Track Faculty:

NJIT is committed to providing policies and resources to facilitate the opportunity for Faculty to strike an appropriate balance between academic and family life. Often, leave policies find their origins in the illness of an employee, the desire to take a leave of absence without pay, or the Family Medical Leave Act but do not adequately address the unique circumstances of the birth or adoption of a child by tenured or tenure-track Faculty. Career demands can place Faculty members beginning a family, particularly women Faculty, at a potential disadvantage with respect to their peers. No one should be in a position to have to choose between family and profession. Consequently, it is important to have special policies that address the birth or adoption of a child by a tenured or tenure-track Faculty member as compared to leave policies that serve different purposes.

1. Eligibility:

Following the event of an adoption or birth of a child by a tenured or tenure-track Faculty member or their spouse, and if the primary caregiver

is an NJIT tenured or tenure-track Faculty member, they have the option of using the Active-Service Modified-Duties Policy. Under this policy, the Faculty member is relieved of University service assignments and scheduled teaching (e.g., classroom) responsibilities for up to only one semester, without reduction in pay and with continuation of all rights and benefits of regular employment, as follows:

- a. If the birth or adoption takes place during Fall semester, the modified duties period can extend into the Spring Semester for a total of no more than one semester only.
- b. If the birth or adoption takes place in the Spring semester, the modified duties period can extend through that Spring semester only.
- c. If the birth or adoption takes place in the Summer before the start of Fall semester, the modified-duties period can extend through the Fall semester only.
- d. In addition, if the primary care giver is a tenure-track Faculty Member, the Tenure-Track Period (TTP) will be extended by one year, unless the Faculty Member requests, in writing, that there be no such extension. An individual can only be on Active-Service Modified-Duties under this policy twice during their career at NJIT. During the Modified-Duties period, the primary care Faculty member is expected to fulfill student research, advising, and other research responsibilities. The use of the Active-Service Modified-Duties Policy obligates the recipient to serve as a member of the University Faculty for at least one year following the completion of the leave or to reimburse the University for all salary paid during the Active-Service Modified-Duties period.

ARTICLE IX

PROFESSIONAL STAFF

A. Employment Basis:

All Professional Staff Members who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. The probationary period for those who are reclassified into a Negotiation's Unit position shall be no more than one year, further reduced by that period of time certified as working at the reclassified level of responsibility and accountability. Following the completion of their initial probationary period Staff members shall, during the next two (2) full fiscal years, receive one (1) year contractual appointments. In addition, the following rules shall apply:

1. Following the end of the probationary period through the next two (2) consecutive, full, fiscal years of annual or multiyear contractual appointment, Professional Staff shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).
2. Professional Staff Members who have completed their probationary period, and two (2) subsequent consecutive full fiscal years of service, shall, upon appointment to a fourth year, and commencing that fourth year of service, attain Just Cause Status. 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, in accordance with the provisions set forth in the Collective Agreement.
3. If a Professional Staff Member with Just Cause Status is formally promoted into another Staff position in the Negotiations Unit, they enter into a one (1) year probationary period, after which, when successfully completed, Just Cause Status applies in the new position. The one (1) year probationary period may be waived. If a Staff person, who has completed their probationary period but has not yet attained Just Cause Status, is formally promoted into another Staff position in the Negotiations Unit, they shall not be required to serve a probationary period in their new position. Formal promotion is herein defined by the Department of Human Resources as a position with greater responsibility within the Negotiations Unit.
4. If a Staff person with Just Cause Status is assigned to serve in an Acting Capacity, pursuant to Article IX.J of the Collective Agreement, 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.J of the Collective Agreement, and returns to their previous PSA position, they will, upon return to their previous position, revert immediately to their previous status, without loss of seniority or credit for time served towards attainment of Just Cause Status.
5. If a Staff person with Just Cause Status applies for a new or the same position in the same or a different Department, they enter into a one (1) year probationary period after which, when successfully completed, Just Cause Status applies in the new position. The one-year probationary period may be waived.
6. If the Administration initiates a reclassification or a transfer into a different/Division, no probationary period applies, and seniority credit towards attaining Just Cause Status is retained.

7. If the Administration initiates reorganization which results in 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.
8. The Employer shall provide the Association with written rationale for a reorganization based position deletion for any position holding Just Cause Status. The content of this rationale shall not be grievable.
9. If a Staff person with Just Cause Status leaves a PSA-represented position to serve in another non-PSA-represented position at NJIT, and subsequently returns to a PSA-represented staff position they shall serve no more than an 18 month probation, after which time they will again attain Just Cause Status. Just Cause Status may be reinstated immediately upon rehire into a PSA-represented position, or after a period of less than 18 months.
10. The decision whether to waive the probationary period, or any portion of a probationary period, under Article IX.A.3, 5, 7 and 9, is a non-grievable discretionary decision. The PSA shall receive formal notification of any waivers given pursuant to these provisions.
11. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff employee. Layoff due to reorganization-based position deletion must be preceded by sixty (60) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff member. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.
12. A Professional Staff Member without Just Cause Status shall be entitled to at least thirty (30) calendar days' notice of non-reappointment. In lieu of the thirty (30) calendar days' notice requirement, the Employer may, in its discretion, provide equivalent salary compensation to the employee, waive the notice requirement and release the employee from all employment responsibilities.

B. Hours of Work:

1. The general business hours of University operations are Monday through Friday, from 8:30 a.m. to 4:30 p.m.; if a summer schedule of Monday through Thursday is adopted, Negotiations Unit members shall be notified no later than April 1 of each calendar year. In that event, general business hours of University operations will be from 8:30 a.m. to 5:00 p.m. for the duration of the period summer hours are observed.
2. For the purpose of University accounting, employees with exempt status under Fair Labor Standards Act are paid based on a 35 hour week. A full day of leave time used shall be debited as 7 hours and a half day of leave time used shall be debited as 3.5 hours. If the parties agree to a four day work week, a full day of leave time used shall be debited as 8.75 hours and a half day of leave time used shall be debited as 4.375 hours. The use of hours for University accounting purposes is not intended by NJIT to affect the exempt status of an employee or position under the Fair Labor Standards Act.
3. Release Time: Professional exempt staff are expected to work the equivalent of the hours of operation set forth in Paragraph 1, and certain positions carry the expectation of some evening or weekend work, in addition to the general hours of operation, as part of the job description. For example, certain periodic University functions occur at night or on weekends. Where work demands require employees to work substantially beyond regular business hours and beyond the defined expectations of the job, such employees may be afforded release time (time off without debit of leave banks) with the approval of both the employee's supervisor, and the appropriate Department or Division head.
4. Individual Flex-time Schedules: Individual flexible time reporting schedules deviating from the standard workday may be adopted, provided that they are consistent with business necessity and do not impair University operations. Such individual flex-time schedules either altering the starting and ending time, or reducing reporting from five days to four days must be agreed to by the employee and their supervisor and approved by the Vice President of Human Resources, who shall keep a record of all approved flexible time arrangements for unit members. Such reporting structures must meet the following minimum standards:
 - a. The schedule must accommodate NJIT's business interests in providing greater service to its constituencies.
 - b. No flex-time schedule will be approved that reduces the minimum number of hours worked in the work week.

- c. The work week will consist of at least four (4) days, and will not be subject to further reduction in days during summer months.
- d. Where a choice of flexible hours cannot be made available to all employees within the same Negotiations Unit, the most senior member of the unit will be given the right of first refusal on flexible scheduling, provided that such employee is in good standing.
- e. Flexible schedules may be ended, in the discretion of the University, upon two (2) weeks' minimum notice.
- f. It is expressly understood that no flex-time arrangement shall in any way alter the expectations outlined in the unit members' position description (except as may be required as a "reasonable accommodation" to a disability defined by State and Federal law). Further, it is understood that the granting of a flex-time arrangement shall not change situations where the employer, in its sole discretion, may extend the work hours of an employee as necessary.

C. Annual Evaluations:

Each Professional Staff Member's supervisor must annually complete a written evaluation on or before September 1st and provide a copy to the employee. Within ten (10) working days after receipt of the written evaluation, each Professional Staff employee shall have an annual, performance based, evaluation conference with their supervisor. Both employee and supervisor must sign the evaluation which will then be placed in the employee's personnel file within five (5) working days of the meeting. There will be a standard evaluation format used. A sample of an evaluation form using this format is attached hereto as Appendix A. The employee may provide a written commentary, including rebuttal, concerning the evaluation and forward it to the Department of Human Resources where it will be placed in the employee's personnel file and become appended to the performance evaluation. The Association shall be granted timely access to all performance Evaluations completed for members of the Professional Staff, including but not limited to the PSA Staff Evaluation Form (Appendix A) and the PSA Staff Exceptional Performance Recommendation Form.

D. Discipline:

Discipline shall mean a verbal reprimand, written reprimand, a suspension without pay, a demotion, or discharge. Following the end of their probationary period, no Professional Staff Member may be disciplined except for just cause. 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. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed as discipline.

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 imposed for any cause or circumstances amounting to just cause. Progressive discipline need not be followed for serious misconduct.

E. Vacation Leave:

1. Vacation Allotment:

Employees shall be granted an annual paid vacation for use in accordance with this provision on the following basis: Professional Staff shall be entitled to a vacation earned at the rate of one and two thirds ($1\frac{2}{3}$) days per month of employment, from the date of hire, not to exceed twenty days per fiscal year, which for payroll purposes is accounted as one hundred and forty hours (140) per year on University records. Vacation leave is administered on a fiscal year calendar. The University's fiscal year is July 1st through June 30th of the following year.

2. Vacation Use:

While use of vacation accrual is based upon mutual agreement of the Employer and the employee, full usage is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. Vacation shall be scheduled and taken at a time and at intervals that are mutually agreeable to the employee and that employee's designated supervisor, except and only where superseding law and policy allow vacation to be unilaterally invoked by the employee (e.g. when taking Family Leave). It is therefore expected that vacation will be requested of that employee's supervisor well in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular workflow is minimally disrupted.

- i. It is expected that supervisors will maintain a fully updated vacation record, showing unused accrual and usage, and will take a proactive role in scheduling vacation usage in a manner that is mutually beneficial to the University and its employees.
- ii. Vacation may be used in half days, full days, or consecutive days in a manner that permits operations flexibility and no significant disruption in University service.

- iii. Nothing herein relative to hourly accrual of vacation time pursuant to University records shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.

3. Vacation Carryover:

Professional Staff shall be entitled to accrue and carry over into the next fiscal year up to a maximum of twenty-five (25) unused vacation days or one hundred seventy-five (175) hours remaining at the end of any fiscal year. Unused, accrued vacation over the maximum shall be forfeited at the beginning of the next fiscal year.

4. Vacation Payout:

Upon separation from employment, unused vacation accrual computed at the daily rate of the salary of the separating employee at the time of separation will be handled as follows:

No payout of accrued vacation leave is available for any Negotiations Unit member except that a Negotiations Unit member who separates from employment as a result of layoff, pursuant to Article IX (I)(2), will receive up to twenty days of pay (or 140 vacation hours) for unused vacation allotment. In the event that a Negotiations Unit member receives notification of non-reappointment to their contractual position, they may use up to twenty vacation days (or 140 hours) prior to their termination date, which days will be scheduled with the approval of their supervisor. In the event a Negotiations Unit member has more than twenty accumulated vacation days, they may use any additional vacation leave time, with the consent of their supervisor. In the event a Negotiations Unit member gives written notice of resignation or retirement, not less than two (2) weeks prior to the planned date of separation, they shall be permitted to use up to ten (10) days (or 70 hours), of accumulated but unused vacation time at any time prior to the date of separation.

F. Holidays:

- 1. The Employer shall provide the following paid holidays to full-time Professional Staff Members of the Negotiations Unit:
 - a. New Year's Day
 - b. Martin Luther King Jr. Day
 - c. Good Friday
 - d. Memorial Day

- e. Juneteenth
- f. Independence Day
- g. Labor Day
- h. Thanksgiving Day
- i. Friday after Thanksgiving Day
- j. Christmas Day

2. In the event any one (1) or more of the regular paid holidays above listed, falls on a Sunday, the holiday shall be observed on the following Monday. In the event any one (1) or more of the regular holidays above listed, falls on a Saturday, the holiday shall be observed on the immediately preceding Friday.
3. The four (4) regular weekdays falling between the Christmas and New Year's holidays shall be paid University holidays provided to all full-time Professional Staff Members of the Negotiations Unit whose service and attendance is not deemed essential to University operations during this period.
 - a. Those Negotiations Unit members whose attendance is required during all or part of said period shall be provided one floating holiday for each day of service to the University, up to the maximum four (4) days provided by this provision. Rules for use of floating holidays shall be governed by those applicable to Administrative Leave, as provided under provision G., Administrative Leave, infra, of this Agreement.
 - b. Prerequisite to required attendance during this period shall be the provision of written notice to all affected Negotiations Unit members on or before December 1st of each year.
4. The ten (10) named holidays provided under provision F. 1., herein, and the other four (4) holidays provided under provision F., 3., herein, constitute the entire paid holiday schedule provided by the Employer.
5. It is expressly intended and understood that there are no additional paid days available to Professional Staff Members of the Negotiations Unit, except as expressly provided by other provisions of this Agreement.
6. Professional Staff Members of the Negotiations Unit on less than twelve (12) month annual contracts shall not be entitled to payment for holidays falling during a contractual break in employment.
7. The holiday benefits, provided herein, are not available, shall not accrue, nor shall there be any banking or payment in lieu of the provided holiday scheduled, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to receive each or any of the

holiday benefits, herein provided, the employee must be in paid employment status at least one (1) day prior to and one (1) day after the holiday benefit sought.

G. Administrative Leave:

1. A newly hired Professional Staff Member of the Negotiations Unit shall be entitled to one-half (½) day or three and ½ hours of administrative leave after each full calendar month of employment, to a maximum of three (3) full days or twenty-one (21) hours during their first fiscal year of full-time Professional Staff employment.
2. The Employer shall annually provide three (3) administrative leave days to all Professional Staff Members of the Negotiations Unit on twelve (12) month contracts, upon entering their second or subsequent fiscal year of full-time Professional Staff employment.
3. Professional Staff Members of the Negotiations Unit employed on less than a twelve (12) month basis shall be entitled to a prorated benefit adjusted to the proportion of the schedule they are normally scheduled to work, relative to a full-time twelve-month schedule.
4. Administrative leave days cannot accrue beyond three (3) days at any time and cannot be carried over beyond the fiscal year in which they are provided, pursuant to this provision.
5. Administrative leave days are not available, cannot accrue, nor shall there be any payment in lieu thereof, while any Professional Staff Member is in unpaid employment status with the University. Further, in order to use a banked administrative day, the Professional Staff Member must be in paid employment status at least one (1) day prior to and one (1) day after the administrative leave benefit sought.
6. Requests for administrative leave must be requested and approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such leave may be used for religious observance or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be 1) emergencies; 2) religious observance or days of celebration; and 3) personal affairs.

H. Professional Staff Sabbatical Leave:

1. Professional Staff Members of the Negotiations Unit shall continue to be eligible for sabbatical leaves. The individual shall submit requests for such leave accompanied by a detailed proposal of sabbatical activity to their supervisor for recommendation and comment. The appropriate area

Vice President shall either approve or disapprove all requests on the basis of the relevance of the proposal to the University and the ability to release the individual for the period of time requested. A rejection of a sabbatical application shall be in writing with the rationale for the rejection cited.

2. Decisions of the University relative to this provision shall not be grievable.

I. Seniority:

1. Recognition:

New Professional Staff Negotiations Unit members shall be entitled to seniority after completion of their Association based probationary period. Subject to the provisions of controlling Collective Negotiations Agreement, all Professional Staff starting from their second (2nd) consecutive annual employment contract in the same job classification, shall be entitled to seniority service credit, retroactive to the initial date of hire into said specific job classification. Service credit shall be computed and earned at the rate of one (1) day of service credit for each day in active employment status. Any period of authorized leave with pay afforded pursuant to Collective Negotiations Agreement, shall not cause a break in seniority credit computation. Professional Staff employees on less than a full twelve (12) month basis shall receive seniority service credit on a pro rata basis specific to their annual schedule.

Except as expressly noted herein, seniority service credit in a new classification commences on the effective date of transfer. Seniority service credit in the former classification shall also continue to accrue after the transfer for a period of five (5) years. In the event of a transfer back to the former classification within the five (5) year period, the employee shall be credited with all accrued seniority in that position. In the event of a transfer back to the former classification after the five (5) year period, the employee will not be entitled to accrued seniority service credit in the former position. Seniority service credit shall not be broken by reclassification of a position held by an incumbent. Seniority service credit shall be deleted upon loss of employment for any other reason whatsoever.

Seniority recognition and its effect, in no way alters the contractual basis of employment for Professional Staff who have not yet attained Just Cause Status. Neither does it alter the probationary status of employees in their first year of employment in a Negotiations Unit position except as

specifically set out under provision 2. Layoff, and provision 3, Recall, infra.

2. Layoff:

If and when a reduction or reorganization in the workforce is necessary, following at least thirty (30) calendar days' notice, for fiscal necessity-based layoffs inclusive of opportunity for the Group Review Committee to respond and sixty (60) calendar days' notice for reorganization-based layoffs, layoff shall occur through deletion of Professional Staff position(s) as determined by the Employer.

Within seven (7) calendar days of the receipt of official written notice of layoff due to a reduction or reorganization in the workforce, a University funded employee shall be specifically permitted to submit, in writing, application for and then receive good faith review of up to five (5) continuing positions whose incumbents are University funded and hold the least seniority in the same generic position classification from which the laid off employee holds greater seniority. Employees who have completed three full years of service in (a) the same grant-funded position; or (b) different Association-represented positions under the same grant funding source, are eligible to participate in the bumping process outlined herein. Employees who have not completed three full years of service as outlined above do not have bumping rights, regardless of the length of other University funded employment.

The Employer shall consider all requests to bump in order of seniority service of the applicant. The Employer shall determine whether the applicant is qualified to bump the least senior employee in the positions applied for. If the Employer determines that the applicant is not qualified to bump in that position, the Employer shall determine whether the applicant is qualified to bump the next least senior employee in the positions applied for. This process shall continue until the applicant is deemed qualified for a bump or all five (5) positions have been considered.

If the displaced employee is determined to hold the qualifications for the position reviewed, the employee shall be permitted to exercise their seniority rights to displace an employee with less seniority in the generic job classification for which the employee currently holds seniority or for which the employee holds seniority service credit accumulation, in the job classification from which a position was held immediately prior to the current job classification from which the employee is being laid off.

The Employer retains its right to determine whether an employee possesses the qualifications to fill the position into which they seek to

bump. Qualification determination shall be based upon the qualifications set out by the position description, as may be amended from time to time, as matched with the bumping applicant's qualifications and performance record. Consideration of performance as negatively affecting qualifications herein, shall be restricted to a formal performance record that is officially, and in writing, less than satisfactory overall or a performance record evidencing active disciplinary status. Within seven (7) calendar days of receipt of notification that a bumping applicant is not qualified for a position sought, the Association may submit a written request for review to the Position Review Committee. The Position Review Committee shall issue its recommendation to the Vice President of Human Resources or their designee, not later than seven (7) calendar days after submission by the Association. The Vice President of Human Resources or their designee, shall, in good faith consider recommendation(s) made pursuant hereto, prior to final determination. The determination by the Vice President of Human Resources or their designee is final and binding on the issue of the right to bump the position in issue.

The Position Review Committee of three (3) serve one (1) year terms to end on June 30th of each year and shall review all bumping applicants submitted by the Association to it. It shall be selected as follows:

- a. Two (2) members are to be selected by the Association.
- b. One (1) member to be selected by the Employer.
- c. Members may be from among the University's entire employment pool.

An applicant who is successful at bumping into a new position shall be required to complete a new six (6) month probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-grievable discretionary decision. The probationary period attendant to a successful bumping applicant or to an employee recalled to a position other than the same position from which laid off (See "Recall", *infra*) shall be limited to performance concerns. In any event, except as expressed and limited by this provision only, *infra*, dismissal during a probationary period is not grievable. A successful bumping shall mandate that the probationary employee be given the first ninety (90) days of probationary appointment to assimilate departmentally specific knowledge while performing in the new job and therefore a successful bumping applicant shall not be dismissed from employment during the first ninety (90) days of their probationary contract of employment, unless there is, at least, an expressed rational basis related to poor

performance, in which case the Association may grieve only the existence of a rational basis for dismissal during this period.

A successful bumping by an employee without Just Cause Status shall result in a probationary contract of employment to expire at the end of the fiscal year in which the bumping occurs. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period. If the employee would be eligible for Just Cause Status upon commencement of a new fiscal year contract, however, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the probationary period, in accordance with the provisions of Article IX.A.7, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed.

Any bumping which results in displacement of an employee in a higher salary classification shall result in the successful bumping applicant receiving the step on the new range closest to their salary step on the previous range.

In addition, a Professional Staff Member who is laid off shall have a right to apply for and be considered for placement in vacant Negotiations Unit positions for which they are qualified, if they request such consideration within a reasonable time following their layoff.

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.

Any laid off Professional Staff Member placed into a vacant position shall serve a six (6) month probationary period in that position.

Except as specified in the provisions of Article IX.I.2 governing laid off members applying for vacant position, these provisions shall not alter bumping rights that Professional Staff Members have pursuant to this Article, 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.

3. Recall:

In the event that the Employer revives the same position which was deleted within eighteen (18) calendar months from the date of the layoff,

the employee on layoff from that position shall be entitled to recall. No new probationary period shall be required. An employee without Just Cause Status recalled under this provision shall be entitled to an employment contract to expire at the end of the fiscal year in which recalled. An employee who previously had Just Cause Status who is recalled under this provision shall be entitled to an immediate resumption of that Status.

In the event that any positions become available within a period of eighteen (18) calendar months from the effective date of layoff, employees shall be entitled to recall to a job opening from the generic job classification from which laid off, if it is determined, in the same manner as applies to successful bumping, that the employee holds the requisite qualifications for the position. An employee recalled to such position classification other than to their former position shall serve a six (6) month probationary period as outlined under provision 2. "Layoff", supra, except that there shall be no grievable issue under any circumstances whatsoever during said probationary period. This probationary period may be waived for employees with Just Cause Status. A decision to waive all or part of the probationary period is a non-grievable discretionary decision. An employee without Just Cause Status recalled under this provision shall be entitled to a probationary contract of employment to expire at the end of the fiscal year in which recalled. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period. If, however, the recalled employee would be eligible for Just Cause Status upon commencement of a new fiscal year contract, but for the need to complete the six (6) month probationary period, they will attain such Status upon completion of the probationary period, in accordance with the provisions of Article IX.A.7, notwithstanding the fact there may be an annual contract in effect on the date that the probationary period is completed.

Once contacted for recall, an employee must accept the proffered position within one (1) week of offer or apply for recall review within one (1) week of contact by the Employer, as the recall situation may be, or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

A recalled employee must fully return to a recalled position within one (1) month from date of offered recall or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

Notice activating the recall response and/or return timeliness shall be considered the earlier of actual verified receipt of notice via telephone or

in person or, alternatively, five (5) days following certified and regular posted mailing to the employee's last known address.

Employees on recall roster who are otherwise employed at NJIT or who refuse the proffered recall shall be removed from the recall roster and all rights to recall under this Agreement shall be immediately extinguished.

Employees who are on layoff are not entitled to have or and do not accrue any rights or benefits at NJIT, except the right to recall provided herein and any rights mandated by law.

J. Acting Capacity:

When an employee is temporarily, formally assigned to work in a higher job classification specifically encompassing all responsibilities and accountability inherent therein, for a period of more than ten (10) successive work days, due to the absence of the incumbent in such classification, the employee so working shall receive compensation at the rate of the higher job, retroactive to formal appointment, unless the job description of the formally assigned subject employee's job specifically includes, in its description of responsibilities the duty to act in behalf of or in the stead of the absent incumbent in which case the waiting period shall be thirty (30) successive work days and payment shall be prospective only.

K. Meal Reimbursement:

When a Professional Staff Member of the Negotiations Unit is unexpectedly required or previously scheduled to remain a minimum of two and one-half (2 ½) hours beyond a regular Professional Staff business day unique to the Professional Staff position in issue, upon providing a receipt for purchase of food stuffs, other than alcoholic beverages, for the day in issue, NJIT shall reimburse the Professional Staff Member the cost, up to a maximum of Seven dollars and fifty cents (\$7.50) per eligible day, for the meal. The receipt must be verified by the supervisor of the requesting Professional Staff Member as to the directed additional time.

L. Anniversary Date:

Professional Staff Members' anniversary date, for purposes of annually tied compensation adjustments, shall correspond with the University's fiscal year (July 1st). Professional Staff Members in their first year of Association represented employment commencing on or after July 1st and on or before December 31st shall receive anniversary-based compensation adjustments beginning the following July 1st. Professional Staff members commencing Association represented employment on or after January 1st and on or before June 30th shall receive anniversary-based compensation adjustments beginning with the start of the fiscal year immediately succeeding the following July 1st.

M. Resident Life Staff Parking:

Professional Staff Members who are employed full-time, on either ten (10) or twelve (12) month residential life employment contracts that include necessary residence on University premises, will be provided with parking privileges at no cost. This privilege is not transferable.

N. Compensation:

1. For all four (4) years of the Agreement all increases in salary shall be based on the Compensation Program as set forth below. The salary pooling percentage for each year shall be calculated as follows, on July 1st of the applicable year of the increase:

Fiscal Year 2020 - Year 1 – 2.25% of eligible Professional Staff salary base.

Fiscal Year 2021 - Year 2 - No base salary increase; see Article XVIII.H.

Fiscal Year 2022 - Year 3 – 2.25% of eligible Professional Staff salary base.

Fiscal Year 2023 - Year 4 – 2.25% of eligible Professional Staff salary base.

The effective dates for salary increases are as follows³:

Year 1: July 1, 2019

Year 2: July 1, 2020, no base salary increase; see Article XVIII.H

Year 3: July 1, 2021

Year 4: July 1, 2022

2. The applicable salary matrix shall be as set forth in Appendix B. Range 15 shall be eliminated. Professional Staff Members previously at Range 15, if any, shall be moved to Range 16. By the end of the term of this Agreement (*i.e.*, no later than June 30, 2023) all salary minimums shall be increased to no less than \$50,000. Salary maximums shall be increased, effective July 1, 2019, by 6.75%, before salary increases for Year 1 of the Agreement are calculated. Individual salary increases above the applicable range shall be paid in cash. All staff members will be paid no less than the then-existing minimum rate for their position commencing on their date of hire.
3. For purposes of determining individual salary increases, all Professional Staff Members will be evaluated using the Professional Staff Evaluation Form attached as Appendix A. In addition, a form entitled “PSA Staff

³ Eligibility is defined in Article XVII.C.

Exceptional Performance Recommendation Form,” (Attached as Appendix C), will be used.

4. Each year of the Agreement for which there is a salary increase (*i.e.*, Years 1, 3 and 4), a portion of the compensation pool shall be used to reward performance in the category of “Exceptional”, and up to 20% of the eligible Professional Staff population at each Vice President level may qualify for such awards. Those placed in this category shall be those with the highest level of documented performance in comparison with their peers during the year of review.
5. In each year for which there is a salary increase, those placed in the “Does Not Meet Expectations” category, but no more than 4% of the total Professional Staff Members in the Negotiations Unit, shall receive no award.
6. Each year for which there is a salary increase, the remaining balance of the pool funds, after “Exceptional” awards are determined, shall be used to grant a fixed percentage award to those in the “Meets Jobs Requirements” category.
7. In each year for which there is a salary increase the percentage award for the “Exceptional” category will be 3.22%.
8. Evaluations should be given to the employee no later than September 1 of each year. Awards should be finalized, and increases distributed no later than the first full pay period in December of each year. If all evaluations for Professional Staff Members in any Vice-Presidential area are not given to the employees by the September 1st deadline for the year in question (with the exception of circumstances where the fact that an employee is on sick leave or family medical leave makes it unreasonably difficult to complete their evaluation by this date), the merit program will not be implemented in that area and all Professional Staff Members in that area shall receive across-the-board increases equal to the percentage used to calculate the total pool amount for the year in question. If awards are not finalized and distributed for all Professional Staff Members at NJIT by the first full pay period in December of the year in question, then the merit program will not be implemented in any Vice-Presidential area, and all Professional Staff Members shall receive across-the-board increases equal to the percentage used to calculate the total pool amount for the year in question. In such event, however, the evaluations shall remain effective for other purposes subject to any rights to challenge such evaluations that employees may have under the Agreement.

These deadlines shall not apply in extraordinary circumstances beyond the control of the parties, which could not be reasonably foreseen, and

which renders the administration unable to meet its obligations, which may include, depending on the scope and length of the incident, “acts of God” (i.e. exceptional weather conditions like hurricanes, floods, earthquakes that cause the closure of the University), riots, explosions, accidents, computer outages, strikes, chemical contamination, acts of governmental authorities, and the like. In such event, the parties will work in good faith to establish reasonable extensions to the timelines in order to complete the contractual obligations in a timely manner.

9. A list of those receiving “Exceptional” Awards and supporting written documentation shall be provided to the PSA.

O. Professional Staff Merit Appeal Process:

1. Any Professional Staff Member not awarded an increase for any given year for which there is a salary increase may file an appeal. In addition, any Professional Staff Member placed in the “Meets Job Requirement” category, for a year for which there is a salary increase, shall have the right to file an appeal, but such merit appeals may be filed for no more than 10% of staff falling into the “Meets Job Requirement” category. If more than 10% want to file appeals the PSA will determine which appeals will proceed.
2. Grounds for a merit appeal shall be:
 - a. A material violation of the Merit Procedure which impacts the award, and/or;
 - b. A material factual inconsistency with the record which impacts the award.
3. Individual appeals should set forth the specific bases on which the appeal is being filed, and must be filed no later than 25 days following the date on which the University mails formal notification of an award, or the failure to receive an award. The University will retain proof of mailing to each staff member’s last known address, and will provide electronic notification of the award to Professional Staff Members and the PSA on or before the date it is mailed. Days shall be defined in accordance with the definition in Article VI of the Agreement.
4. In order to prevail on an appeal an individual Professional Staff Member will have to establish that an appealable violation, as defined above, occurred, by a preponderance of the evidence.
5. Successful appeals, or any awards which result from the settlement of appeals, shall be deducted from the next available pool fund, however the

amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.

6. The exclusive avenue for the review of individual awards shall be through the appeal process as referenced herein. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.
7. Initially all appeals must be considered by the divisional Vice President in consultation with the supervisor(s) who may grant or deny the petition within 14 days (as defined in Article VI) of the appeal being filed. If the appeal is granted or otherwise resolved, any additional award shall be deducted from the next available performance pool fund, however the amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question.
8. If the appeal is not granted, or otherwise resolved, within 14 days (as defined by Article VI) of when it was filed, and the individual wishes to pursue an appeal, it shall be handled in accordance with the following process.
 - a. Such individual will file a notice of intent to pursue the appeal within 14 days (as defined by Article VI) of when they receive notice that the appeal below was not granted. A Professional Staff Merit Appeals Committee shall be established to hear Professional Staff Merit appeals. The Appeals Committee shall consist of two (2) members chosen by the administration and two (2) members chosen by the Association. It shall make decisions, by majority vote, on the basis of the provisions of Article IX.N.
 - b. In cases where the Committee is deadlocked, the Association may, at its discretion, elect to pursue the matter to binding arbitration. In cases which are brought to arbitration the cost for the arbitrator shall be divided equally between the University and the Association. The parties shall select an arbitrator to hear all appeals advanced to arbitration by the Association.

ARTICLE X

TENURED AND TENURE TRACK FACULTY

A. Notice of Non-Reappointment:

The following time standards shall be applied by the Employer for written notification of non-reappointment to non-tenured members of the tenure-track Faculty:

1. Not later than March 1st during the first year of service shall a tenure-track Faculty Member be notified of non-reappointment at the completion of that first academic year.

3. Not later than January 15th during the second year of service shall a tenure-track Faculty Member be notified of non-reappointment at the completion of that academic year.

4. Not later than June 30th during the third, fourth or, fifth year of service shall a tenure-track Faculty Member be notified of non-reappointment in which event they shall receive a terminal contract ending the subsequent academic year.

B. Compensation Plan for Tenured and Tenure-Track Faculty other than Academic Administrators:

1. Salaries for Twelve-month Faculty appointments shall be arrived at by adjusting the academic year salaries by fifteen Percent (15%) for the duration of a Twelve-month appointment.

2. The salary pooling percentage for each year of the Agreement shall be calculated as follows, on July 1st of the applicable year of the increase:⁴

Fiscal Year 2020 - Year 1 – 2.25% of the eligible Faculty salary base.

Fiscal Year 2021 - Year 2 - No base salary increase; see Article XVIII.H.

Fiscal Year 2022 - Year 3 – 2.25% of the eligible Faculty salary base.

Fiscal Year 2023 - Year 4 – 2.25% of the eligible Faculty salary base.

The effective dates for salary increases are as follows:⁵

⁴ The value of the pool (for each Department, or school where there are no Departments) shall be calculated based on those on payroll, or otherwise eligible to have their salaries counted towards the pool, on July 1st of the year on which payments are due.

⁵ Eligibility is defined in Article XVII.C.

Year 1: July 1, 2019

Year 2: July 1, 2020, no base salary increase; see Article XVIII.H

Year 3: July 1, 2021

Year 4: July 1, 2022

3. For the duration of the Agreement there will be no salary caps. Salary minima are set forth in Appendix D.
4. In year 1 and 3 of the Agreement 75% of the salary pool shall be distributed in equal amounts as across-the-board increases to all Faculty who are eligible for an increase and in active employment as of the date of the ratification of this Agreement. The remaining 25% of the pool shall be distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one shall receive a total salary increase of more than 1.5 times the average merit pool award.
5. The discretionary portion of the Pools 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, they will provide the Association 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 implementation and distribution. Decisions concerning who will receive these awards, and the amount of such awards, as long as the amounts are within the parameters set forth above, are not subject to the grievance or merit appeals procedures.
6. A Faculty Member on Family Leave, or sick leave for at least one full semester during the Year 1 and/or 3, shall receive an increase for that year equal to the average percentage award for Faculty Members for the year in question. A Faculty Member on sabbatical leave for at least one full semester during Year 1 and/or 3 shall receive an increase equal to the average award for that year.

7. **Faculty Merit Program:**

The Faculty Merit Program will be in effect for Year 4 of the Agreement.

- a. Each Department (or School when there are no Departments, collectively referred to as Departments below) shall have until 9/15/21 at the latest to adopt a Department-specific merit rubric using the process set forth below, and in compliance with the parameters set forth below. In subsequent academic years, if this Merit System is continued, Departments (or Schools) may make changes to their rubric no later than September 1st for the upcoming academic year.

- b. Departmental plans must designate 30-40% to Teaching, 50-60% to Research/Scholarship, and 10-20% to Service, and designate objective criteria/metrics for measuring scores. The total allocated to all categories must equal 100%. For rubrics other than the default (Faculty Default Rubric Attached hereto as Appendix E), data sources of criteria/metrics need to be provided to the office designated by the administration and the PSA, and preferably added to Digital Measures.
- c. All tenured and tenure-track Faculty are entitled to vote on the plan. If 50% + 1 vote for plan, and the Dean approves, it is adopted. The Dean can give feedback and/or request reconsideration in writing before deciding whether to agree.
- d. If 2/3 vote for a plan it can be adopted over specific objections from the Dean. The Dean can nonetheless request reconsideration in writing.
- e. For any plan supported by a majority and endorsed by the Dean, 80% shall be distributed according to the plan and 20% shall be reserved for discretionary distribution. If the Department adopts a plan by 2/3 vote over specific objections from the Dean which cannot be resolved to the satisfaction of a majority, 70% shall be distributed according to the plan and 30% shall be reserved for discretionary distribution. In the alternative the Department can opt, by majority vote, to adopt the default rubric.
- f. If the Department cannot agree on a plan by the 9/15/21 deadline the default rubric shall apply. The Department can also elect to adopt the default rubric. Under the default rubric 80% shall be distributed according to the plan and 20% shall be reserved for discretionary distribution. The Faculty default rubric is attached as Appendix E.
- g. The Faculty default rubric (Appendix E) is divided as follows: 35% Teaching, 50% Research/Scholarship, and 15% Service.
- h. All tenured and tenure-track (“T and TT”) Faculty (“Faculty”) will receive a merit increase based on their metrics/criteria normalized score. The highest scoring tenure and tenure track faculty will have a normalized score of 100%. All other T & TT will have their normalized scores evaluated as a percentage of the highest scoring T & TT score.
- i. Faculty shall have until November 1st in any academic year to input data from the previous year. Each Faculty Member shall have access to their digital data and reports generated therefrom. Failure to meet

this deadline will result in scores of 0 (zero) for elements of the rubric other than elements for which data is automatically generated (*i.e.*, pre-populated elements). If the Chair of a Department (or Dean where there is no Department) intends to make corrections in the data inputted by a Faculty Member they must notify any affected Faculty Member, and the PSA, of the intended change, and its basis, no later than November 15th. If there is a disagreement about the change and such disagreement cannot be resolved, the Faculty Member's recourse shall be through the Merit Appeals Process.

- j. Each Department will be allocated a dollar amount based on the contractual dollar pool value derived from salaries from within that Department, except as otherwise provided for in this Agreement. This dollar pool value will be divided into a merit and a discretionary portion amount. The Department dollar merit allocation and the normalized score percentages will be used to calculate the maximum salary percentage increase for the highest scoring T & TT person. 100% of each pool will be distributed.
- k. All Faculty in a Department who have a normalized score of 0.70 (70%) and above – will receive that percentage salary increase of the maximum salary percentage increase received by a Faculty Member in that Department.
- l. 80% of the Faculty of each Department will receive increases of no less than 70% of the maximum salary percentage increase received by any Faculty Member in that Department. There is to be a minimum 20% of the maximum salary percentage increase for each Faculty Member in that Department, with no more than 20% of the Faculty in any Department receiving the minimum. The maximum salary percentage increase received by any Faculty Member in that Department shall not exceed 1.75 of the percentage used to calculate the pool value (e.g., $1.75 \times 2.25\% = 3.94\%$).
- m. A sample example of the application of the Instructional Merit Program, applicable to Tenured and Tenured Track Faculty, and Lecturers, is attached as Appendix K.
- n. Based on formally assigned service, at the discretion of the administration, a number of Faculty Member not to exceed 15% of the total number of Faculty in any given Department may receive a merit award of no less than 70% of the calculated merit percentage of the highest ranked Faculty Member in their Department. These Faculty Members must have been formally assigned to significant Department/College/School/University service during the year under consideration, and must summarize for their Chair, performance

objectives for the applicable assignments, and as part of the performance evaluation, a summary of accomplishment in their Faculty Report. If these Faculty Members, based on the applicable evaluation rubric, would have received a merit award percentage greater than 70% of the calculated merit percentage of the highest ranked Faculty Member in their Department, they will receive the higher award. Based on the Chairs' nominations, each Dean will be able to nominate to the Provost a number proportional to (i.e., 15% of) the total number of Faculty in their College. To the extent possible, the nominations of the Deans will be from all their Departments over which they serve, and in proportion to the size of the Departments relative to that of the College (i.e., for Departments where 15% of the eligible Faculty Members would be less than one (1), one (1) Faculty Member may nonetheless be designated). The Provost makes the final decision on the Chairs' and Deans' nominations; the Provost also has the ability to augment the list by their own nominations as long as the total number of Faculty Members does not exceed 15% of those in a given College. The Provost decision is not subject to any appeal.

- o. Newly hired Assistant Professors, in their first 3 years of employment at NJIT, shall, subject to the Dean's approval in consultation with the Department Chair, receive a merit award of no less than 70% of the calculated merit percentage of the highest ranked Faculty Member in their Department. If the new Faculty Member, using the normal merit process, would have otherwise received a merit award greater than 70% of the calculated merit percentage of the highest ranked Faculty in their Department, they would get the higher award.
- p. A Faculty Member on sabbatical leave for the entire year for which merit pay is being calculated shall receive a merit award by applying the merit process, including the rubric, using the scholarly activity from that year, while the values for teaching and service will be the average of those values in the rubrics for the prior three years. If rubric evaluations do not exist for the prior three years, the average value for the prior two years will be used. In cases where a rubric evaluation exists only for the year prior to the one under consideration, the teaching and service values from that rubric will be used.
 - i. A Faculty Member on a sabbatical leave for one semester of the year for which merit pay is being calculated shall receive a merit award by applying the merit process, including the rubric, using the scholarly activity from that year while the values for teaching and service will be calculated as the average of the actual scores obtained from the semester the

Faculty Member was not on sabbatical and a score based on the three years prior to the one under consideration; this score will be the average in the categories of teaching and service the Faculty Member had on those rubrics. If rubric evaluations do not exist for the prior three years, the average values of the prior two years will be used. In cases where a rubric evaluation exists only for the year prior to the one under consideration, the teaching and service values from that rubric will be used.

- ii. If merit rubric evaluations are not available at all (as may be the case for those on sabbatical during Fall 2021 and/or Spring 2022 and who will be receiving merit pay increases in year four of this Agreement) the Faculty Member will receive a merit increase equal to 70% of the calculated merit percentage of the highest ranked Faculty Member in their Department.
- q. A Faculty Member who is on an approved medical leave (e.g., FMLA leave, sick leave) for one semester or longer during a year for which merit pay is being calculated shall receive a merit award based on the merit process, including the rubric.
- r. A Faculty Member on modified duties pursuant to Article VIII.D of the Agreement shall receive a merit award by applying the merit process, the rubric, with the inclusion of the scholarly activity from that year, while values for teaching and service will be determined on the same basis as for those on sabbatical for a single semester. If based on the normal merit process the Faculty Member would have received less than 70% of the calculated merit percentage of the highest ranked Faculty for that Department, then the Faculty Member gets the higher 70% award.
- s. A Faculty Member on any approved discretionary unpaid leave for any part of the fiscal year shall be eligible for merit based on the use of the merit process, including the rubric.
- t. Faculty Members on sabbatical leave, approved medical leave, or modified duties, pursuant to the provisions above, shall have their salary counted as part of the Salary Pool.
- u. A proposed list of all merit awards, including discretionary awards and the basis for such awards, shall be produced to the PSA, along with the supporting data specified in the Agreement, no later than December 1st. Failure to object to the proposed list will not constitute a waiver of the right to file merit appeals thereafter.

- v. Merit Awards, with retroactive payments, will be implemented by the end of the calendar year. However, in the first year of the merit program (Year 4 of the Agreement) only, while reasonable efforts will be made to implement the program by the end of the 2022 calendar year, if this is not possible the program will be implemented no later than the first full pay period of 2023.
- w. On the date that the Awards are implemented a final list of all merit awards, including discretionary awards and the basis for such awards, shall be produced to the PSA, along with the supporting data specified in the Agreement. At the same time information concerning Departmental (or College) awards shall be produced to Faculty Members.
- x. Each Faculty Member who is part of a merit program (other than Academic Administrators) shall be entitled to all data used to calculate their merit increase, including data, for other Faculty Members in their unit, broken down by major category, *i.e.*, teaching, research/scholarship and service (without the breakdown of scores within each sub-category, and without personal identifying information).
- y. If any of the dates specified above fall on a weekend or University holiday the effective date will be the next regular business day. For all provisions governing the Faculty Merit Program and Faculty Merit Appeal Process (below), in units in which there are no Departments, School will substitute for Department, and Dean will substitute for Chair.

8. Faculty Merit Appeal Process:

The exclusive avenue for the review of individual awards shall be through appeals filed pursuant to the following provisions. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.

- a. For all covered Faculty Members other than Academic Administrators there shall be a three-step appeals process. Appeals must be filed with the Provost's office within thirty (30) days of the Faculty Member receiving written notification of their merit award. An appealing party shall be granted reasonable access to the data, not already in their possession, used to determine their own initial award.
- b. The Administration shall designate a Dean and the PSA shall designate a member of its Governing Board to form a 1+1 Committee to hear appeals. Each party shall designate an alternate

to serve in this capacity to hear appeals arising from their own Department/School/College. The process at the first step is intended to be informal. The Administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties.

- c. A meeting will be held with the 1+1 Committee within twenty days (20) days of the filing of the appeal. At this meeting the Faculty Member will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the Faculty Member's position, or another mutually agreed upon resolution is reached which is acceptable to all parties, any award shall come from the salary pool from the subsequent year, and the appeal shall be considered resolved. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question. No resolution shall result in a total award greater than the maximum award allowable under the Faculty merit program.
- d. If the appeal is not resolved at the level of the 1+1 Committee the Faculty Member may refer it to the APRC for resolution, in writing to the Provost's office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing. Any award shall come from the salary pool in the subsequent year. No resolution shall result in a total award greater than the maximum award allowable under the Faculty merit program.
- e. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the Committee.
- f. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record.
- g. Grounds for a merit appeal shall be:

- i. A material violation of the Merit Procedure which impacts the award, and/or;
 - ii. A material factual inconsistency with the record which impacts the award, and/or;
 - iii. A merit award that is not in accord with the established criteria.
- h. The discretionary portion of the pool shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. A list of the individuals receiving monies from the pool, the amounts received, and the basis for such distributions shall be provided to the PSA prior to distribution. Such awards are not subject to the appeals process.
- i. For the purposes of the Merit Appeals Process “days” shall be defined in accordance with Article VI.D.5 of the Agreement.

C. Compensation Plan for Academic Administrators:

1. Academic Administrators for purposes of Article X shall be defined as Administrators with Faculty rank who perform administrative services and who receive a stipend for such services and/or have no teaching load, e.g., Department Chairs. All other Faculty in the PSA Negotiations Unit who perform administrative services shall be included in the Faculty pool and shall be compensated in accordance with the provisions of Article X.B, above.
2. All increases in Faculty salary for Academic Administrators shall be awarded by the Dean with the review and approval of the Provost, in accordance with the merit program outlined below.
3. The salary pooling percentage for each year shall be calculated as follows, on July 1st of the applicable year of the increase:

Fiscal Year 2020 - Year 1 – 2.25% of eligible Academic Administrators’ salary base.

Fiscal Year 2021 - Year 2 – No increase to base salary; see Article XVIII H.

Fiscal Year 2022 - Year 3 – 2.25% of eligible Academic Administrators’ salary base.

Fiscal Year 2023 - Year 4 – 2.25% of eligible Academic Administrators' salary base.

4. Academic Administrator Merit Program:

- a. **Eligibility (One Full Year) Defined:** At least one (1) academic year of Faculty service and one-half (1/2) fiscal year of supervisory/administrative service, immediately preceding the year of award, are prerequisite to participation in the Program. Faculty with one (1) or more years of Faculty service and less than one-half (1/2) of one (1) year of service as an Academic Administrator will be eligible to participate in the Faculty compensation program in accordance with parameters set out in X.B, above.
- b. Each year in which there is an available merit pool, on or before September 1st of the year of award, the University Deans shall rank order performance (highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to him/her in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before October 1 of the year of the award. The total awarded will be the amount of the pool specified above.
- c. Each year in which there is an available merit pool, the merit pool will be set based on the salary base of the eligible Academic Administrators' Faculty salary base as of the last full pay of the academic year preceding the awarding. For pooling purposes, Academic Administrators' Faculty salary base shall include all Academic Administrators appointed prior to January 1st of the pooling year but exclude those who are no longer holding Academic Administrator status as of the second full pay in September. An Academic Administrator is not eligible for merit consideration unless they contributed to the merit pool. 100% of each pool will be distributed in accordance with the provisions set forth in Article X.C.
- d. The Association shall be provided a draft spreadsheet of the Faculty salary base no later than June 15th. No later than October

1st, Deans and the Association shall each be provided with a final list in order to rank performance as set forth herein. (Highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to them in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before the first full pay of December of the year of the award.

- e. An academic administrator on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the average percentage award for academic administrators for the year in question. An academic administrator on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the average award for that year.

5. Merit Appeal Process for Academic Administrators:

- a. Academic Administrator denied a merit award, or given a merit award which is below the pool average, will be notified of this award (or the denial of an award) in writing, and the reason for such award (or denial of an award). Any such Academic Administrator may file an appeal with the Provost of the University. Any appeal must be filed no later than sixty (60) days following receipt of such notification.
- b. The sole basis for appeal shall be that the award (or denial of an merit award) was without a rational basis, given the demonstrated record of performance. The Provost will consider the appeal and make a determination within thirty (30) days of receipt of the appeal. This shall be the sole basis for appealing a merit award and the decision of the Provost will be final and binding.
- c. If the Provost accepts the Academic Administrator's position, or another mutually agreed upon resolution is reached which is agreed to by all parties including the PSA, any award shall come from the Academic Administrator's pool from the subsequent year. The amount deducted from the next available pool shall not exceed the annual value of any increase resulting from a successful appeal or settlement. Said deductible amount shall be

calculated by the Department of Human Resources and transmitted to the PSA for the year in question.

- d. For the purposes of the Merit Appeals Process “days” shall be defined in accordance with Article VI.D.5 of the Agreement.

D. Faculty Promotion Policy:

Upon the effective date of promotion, a Faculty member shall receive an increase to their base salary of seven and one half per cent (7.5%). Promotional adjustment shall be applied prior to merit award adjustment to base salary, effective at the same time.

E. Research and Visiting Professors, Professors of Practice:

1. Research Professors (including but not limited to Assistant Research Professors, Associate Research Professors, Distinguished Research Professors, and Research Professor, recognized under Article II, Recognition, *supra*), who receive University funding, will receive the pool average increase (2.25% in Years 1, 3 and 4) times the percentage of University funding that comprises their base salary. For example, if in Year 1 their position is 10% University funded they will receive an increase of .225% to base, if it is 50% University funded they will receive an increase of 1.125% to base, and if it is 100% University funded they will receive an increase of 2.25% to base.

2. Professors of Practice:

- a. Professor of Practice is a non-tenure track position intended for accomplished professionals who possess state-of-the-art expertise in contemporary practice in fields such as business, industry, government, the arts, and the professions. Appointments are made for one semester or one year in accordance with the policies and procedures of the hiring Department or Academic Unit, and may be extended for up to three (3) years based on an annual review by the Department or Academic Unit.
- b. Salary minimums for full-time Professor of Practice is \$60,000 per year. Professors of Practice shall each receive 75% of the 2.25% increase allocated for Years 1, 3 and 4 (1.6375%) to base for each of those years. The remaining 25% (.6125%) from each Professor of Practice shall go into a discretionary pool each year for which there is an increase. All of the money in the discretionary pool will be distributed by the Provost to Professors of Practice in accordance with the provisions of Article X.B.5. and will be applied to base salary.

3. Visiting Professors and Research Professors who receive no University funding shall be exempted from the compensation provisions of Article X.

F. Faculty Teaching Load:

The 1993 Faculty Load Agreement, attached as Appendix F, shall remain in effect. The normal teaching load assignment per semester for tenured and tenure track Faculty (but not including Lecturers), other than Faculty of the College of Architecture and Design, will be nine (9) contact hours. 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 the 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 are primarily only teaching may be expected to teach up to 12 hours. Faculty who have been assigned more than 9 contact hours at any point prior to July 1, 2007, may be assigned an equivalent number of hours, if it is determined to be appropriate.

ARTICLE XI

LECTURERS

A. Employment Basis:

1. Lecturers, designated as either University Lecturers or Senior University Lecturers, are full-time non-tenure track members of the instructional staff, whose primary responsibilities are teaching and professional practice.
2. Senior University Lecturer, is a rank of distinction that can be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is offered to candidates with documented superior performance and credentials in their domain of expertise. Promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent full-time teaching at the college/University level may be considered for two of the required five years. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated. The procedure for applying for promotion to the Senior University Lecturer position is set forth in Appendix G.⁶

⁶ The Appendix G attached to this Agreement replaced the prior Appendix G, effective November 14, 2018.

3. The primary factors to be considered in determining the rank at which Lecturers are initially placed, starting salaries, decisions concerning reappointment, and decisions concerning eligibility for multi-year agreements, shall be as follows: teaching effectiveness, pertinent experience, academic credentials and market factors.
4. The hiring, renewal and non-renewal of Lecturers shall be the responsibility of the Departmental Chairperson with input from the Department tenured and tenure-track Faculty, subject to the approval of the College Dean and the Provost.
5. All Lecturers who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. With the exception of those employees newly hired to the University who have not completed an initial probationary period, employees serving a new or continuing probationary period in a position to which they are anticipated to be permanently appointed shall be entitled to placement upon the appropriate salary matrix. Thereafter, they shall, during the term of the one (1) or multi-year, employer determined Contractual appointment, be employed on a contractual term basis as follows:
 - a. Following the end of the probationary period through the next five (5) consecutive, full, fiscal years of annual or multiyear contractual appointment, Lecturers shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).
 - b. Lecturers with at least five (5), consecutive, full fiscal years of non-probationary, contractual appointment, will be expressly afforded a “Contractual Expectation Interest” in renewal of contractual appointment.
6. Contractual Expectation Interest shall be defined, for purposes of this provision only, as the right to reappointment in accordance with this provision, absent an Employer expressed and documented rational basis for non-reappointment, based upon substandard performance or misconduct, noticed in writing to the Lecturer at least ninety (90) days before the expiration of their contractual term.
7. Lecturers holding a Contractual Expectation Interest who are not reappointed in accordance with this provision may grieve the non-reappointment on the basis that the Employer did not have, or timely provide, a performance based rational basis to not reappoint that employee. The burden of proof shall be the Employer’s.

8. The Employer shall maintain at least thirty-five percent (35%) of the Lecturers on multiyear employment contracts.
9. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days' notice, or equivalent salary compensation paid in lieu of notice, to the affected Lecturer(s). Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.

B. Compensation:

1. The salary pooling percentage for each year shall be as follows, calculated on July 1st of the applicable year of the increase:⁷

Fiscal Year 2020 - Year 1 – 2.25% of eligible Lecturers' salary base.
Fiscal Year 2021 - Year 2 - No base salary increase; see Article XVIII H.
Fiscal Year 2022 - Year 3 – 2.25% of eligible Lecturers' salary base.
Fiscal Year 2023 - Year 4 – 2.25% of eligible Lecturers' salary base.

The effective date for salary increases is July 1st of the year payments are due.⁸

Year 1: July 1, 2019
Year 2: July 1, 2020, no base salary increase; see Article XVIII.H
Year 3: July 1, 2021
Year 4: July 1, 2022

2. **Salary Minimums and Maximums:**

Effective on July 1, 2019 the salary caps for University Lecturers and Senior University Lecturers shall be increased by 6.75% to \$90,738 for University Lecturers, and to \$112,088 for Senior University Lecturers. Effective on July 1, 2019, the minimum salary for University Lecturers shall be \$53,000 and for Senior University Lecturers shall be \$58,000. These increases shall be applied before salary increases for Year 1 are calculated. Individual salary increases above the applicable ranges shall be paid in cash. Minimum and maximum salaries for Lecturers are attached hereto as Appendix H.

3. **Compensation Plan for University and Senior University Lecturers**

In year 1 and 3 of the Agreement 75% of the salary pool shall be distributed as across-the-board increases to all Lecturers who are eligible

⁷ The value of the pool shall be calculated based on those on payroll, or otherwise eligible to have their salaries counted towards the pool, on July 1st of the year on which payments are due.

⁸ Eligibility is defined in Article XVII.C..

for an increase and in active employment as of the date of the ratification of this Agreement. The remaining 25% of the pool shall be distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one shall receive a total salary increase of more than 1.5 times the average merit pool award. To the extent that this results in a salary that would exceed the salary cap the balance will be paid as a cash bonus.

4. The discretionary portion of the Pool in any year in which there is a salary increase (Years 1, 3 and 4) 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 Association 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 implementation and distribution. Decisions concerning who will receive these awards, and the amount of such awards, as long as the amounts are within the parameters set forth above, are not subject to the grievance or merit appeals procedures.
5. A Lecturer on Family Leave, or sick leave for at least one full semester during Year 1 and/or 3 shall receive an increase equal to the average percentage award for Lecturers for the year in question. A Lecturer on sabbatical leave for at least one full semester during Year 1 and/or 3 shall receive an increase equal to the average award for that year.

6. **Lecturer Merit Program:**

The Lecturer Merit Program will be in effect for Year 4 of the Agreement.

- a. Each Department (or School when there are no Departments, collectively referred to as Departments below) shall have until 9/15/21, at the latest, to adopt a Department-specific merit rubric using the process set forth below, and in compliance with the parameters set forth below. In subsequent academic years, if this Merit System is continued, Departments may make changes to their rubric no later than September 1st.
- b. Departmental plans must designate 75-100% to Teaching and 0-25% to Research/Scholarship/Service and designate objective criteria/metrics for measuring scores. The total allocated to all categories must equal 100%. For rubrics other than the default (Lecturer Default Rubric Attached hereto as Appendix L), data sources of criteria/metrics need to be provided to the office

designated by the administration and the PSA, and preferably added to Digital Measures.

- c. All University Lecturers and Senior University Lecturers (“Lecturers”) are entitled to vote on the plan. The Chair shall serve as an *ex-officio* member of the group empowered to develop the plan. If 50% + 1 vote for plan, and the Dean approves, it is adopted. The Dean can give feedback and/or request reconsideration in writing before deciding whether to agree.
- d. If 2/3 vote for a plan it can be adopted over specific objections from the Dean. The Dean can nonetheless request reconsideration in writing.
- e. For any plan supported by a majority and endorsed by the Dean, 80% shall be distributed according to the plan and 20% shall be reserved for discretionary distribution. If the Department adopts a plan by 2/3 vote over specific objections from the Dean which cannot be resolved to the satisfaction of a majority, 70% shall be distributed according to the plan and 30% shall be reserved for discretionary distribution. In the alternative the Department can opt, by majority vote, to adopt the default rubric.
- f. If the Department cannot agree on a plan by the 9/15/21 deadline the default rubric shall apply. The Department can also elect to adopt the default rubric. The Lecturer default rubric is attached as Appendix L.
- g. The Lecturer default rubric (Appendix L) is based entirely (100%) on Teaching. 80% shall be distributed according to the plan and 20% shall be reserved for discretionary distribution.
- h. All Lecturers will receive a merit increase based on their metrics/criteria normalized score. The highest scoring Lecturer will have a normalized score of 100%. All other Lecturers will have their normalized scores evaluated as a percentage of the highest scoring Lecturer score.
- i. Lecturers shall have until November 1st in any academic year to input data from the previous year. Each Lecturer shall have access to their digital data and reports generated therefrom. Failure to meet this deadline will result in scores of 0 (zero) for elements of the rubric other than elements for which data is automatically generated (*i.e.*, pre-populated elements). If the Chair of a Department intends to make corrections in the data inputted by a Lecturer they must notify any affected Lecturer, and the PSA, of

the intended change, and its basis, no later than November 15th. If there is a disagreement about the change and such disagreement cannot be resolved, the Lecturer's recourse shall be through the Merit Appeals Process.

- j. Each Department will be allocated a dollar amount based on the Contractual dollar pool value derived from salaries from within that Department, except as otherwise provided for in this Agreement. This dollar pool value will be divided into a merit and a discretionary portion amount. The Department dollar merit allocation and the normalized score percentages will be used to calculate the maximum salary percentage increase for the highest scoring Lecturer. 100% of each pool will be distributed in accordance with the provisions set forth in Article XI.B.
- k. All Lecturers in a Department who have a normalized score of 0.70 (70%) and above – will receive that percentage salary increase of the maximum salary percentage increase received by a Lecturer in that Department.
- l. 80% of the Lecturers of each Department will receive increases of no less than 70% of the maximum salary percentage increase received by any Lecturer in that Department. There is to be a minimum 20% of the maximum salary percentage increase for each person in that Department, with no more than 20% of the Lecturers in any Department receiving the minimum. The maximum salary percentage increase received by any Lecturer in that Department shall not exceed 1.75 of the percentage used to calculate the pool value (e.g., $1.75 \times 2.25\% = 3.94\%$).
- m. A sample example of the application of the Instructional Merit Program, applicable to Tenured and Tenured Track Faculty, and Lecturers, is attached as Appendix K.
- n. Based on formally assigned service, at the discretion of the Administration, a number of Lecturers not to exceed 15% of the total number of Lecturers in any given Department may receive a merit award of no less than 70% of the calculated merit percentage of the highest ranked Lecturer in their Department. These Lecturers must have been formally assigned to significant Department/College/School/University service during the year under consideration, and must summarize for their Chair, performance objectives for the applicable assignments, and as part of the performance evaluation, a summary of accomplishment in their Lecturer Report. If these Lecturers, based on the applicable evaluation rubric, would have received a merit award percentage

greater than 70% of the calculated merit percentage of the highest ranked Lecturer in their Department, they will receive the higher award. Based on the Chairs' nominations, each Dean will be able to nominate to the Provost a number proportional to the total number of Lecturers in their College. To the extent possible, the nominations of the Deans will be from all their Departments over which they serve, and in proportion to the size of the Departments relative to that of the College (i.e., for Departments where 15% of the eligible Lecturers would be less than one (1), one (1) Lecturer may nonetheless be designated). The Provost makes the final decision on the Chairs' and Deans' nominations; the Provost also has the ability to augment the list by their own nominations as long as the total number of Lecturers does not exceed 15% of those in a given College. The Provost decision is not subject to any appeal.

- o. A Lecturer who is on an approved medical leave (e.g. FMLA leave, sick leave) for one semester or longer during a year for which merit pay is being calculated shall receive a merit award based on the merit process, including the rubric.
- p. A Lecturer on any approved discretionary unpaid leave for any part of the fiscal year shall be eligible for merit based on the use of the merit process, including the rubric.
- q. Lecturers on approved medical leave or discretionary unpaid leave shall have their salary counted as part of the Salary Pool.
- r. A proposed list of all merit awards, including discretionary awards and the basis for such awards, shall be produced to the PSA, along with the supporting data specified in the Agreement, no later than December 1st. Failure to object to the proposed list will not constitute a waiver of the right to file merit appeals thereafter.
- s. Merit Awards, with retroactive payments, will be implemented by the end of the calendar year. However, in the first year of the merit program (Year 4 of the Agreement) only, while reasonable efforts will be made to implement the program by the end of the 2022 calendar year, if this is not possible the program will be implemented no later than the first full pay period of 2023.
- t. On the date that the Awards are implemented a final list of all merit awards, including discretionary awards and the basis for such awards, shall be produced to the PSA, along with the supporting data specified in the Agreement. At the same time

information concerning Departmental (or College) awards shall be produced to Instructional Staff members.

- u. Each Lecturer who is part of a merit program shall be entitled to all data used to calculate their merit increase, including data, for other Lecturers in their unit, broken down by major category, *i.e.*, teaching and research/scholarship/service (without the breakdown of scores within each sub-category, and without personal identifying information).
- v. If any of the dates specified above fall on a weekend or University holiday the effective date will be the next regular business day. For all provisions governing the Lecturer Merit Program and Lecturer Merit Appeal Process (below), in units in which there are no Departments, School will substitute for Department, and Dean will substitute for Chair.

7. Lecturer Merit Appeal Process:

The exclusive avenue for the review of individual awards shall be through appeals filed pursuant to the following provisions. Individual awards shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.

- a. For all Lecturers there shall be a three-step appeals process. Appeals must be filed with the Provost's office within thirty (30) days of the Lecturer receiving written notification of their merit award. An appealing party shall be granted reasonable access to the data, not already in their possession, used to determine their own initial award.
- b. The administration shall designate a Dean and the PSA shall designate a member of its Governing Board to form a 1+1 Committee to hear appeals. Each party shall designate an alternate to serve in this capacity to hear appeals arising from their own Department/School/College. The process at the first step is intended to be informal. The administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties.
- c. A meeting will be held with the 1+1 Committee within twenty days (20) days of the filing of the appeal. At this meeting the Lecturer will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the Lecturer's position, or another mutually agreed upon resolution is reached which is

acceptable to all parties, any award shall come from the salary pool from the subsequent year, and the appeal shall be considered resolved. Said deductible amount shall be calculated by the Department of Human Resources and transmitted to the PSA for the year in question. No resolution shall result in a total award greater than the maximum award allowable under the Lecturer merit program.

- d. If the appeal is not resolved at the level of the 1+1 Committee, the Lecturer may refer it to the APRC for resolution, in writing to the Provost's office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing. Any award shall come from the salary pool in the subsequent year. No resolution shall result in a total award greater than the maximum award allowable under the Lecturer merit program.
- e. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the Committee.
- f. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record.
- g. Grounds for a merit appeal shall be:
 - i. A material violation of the Merit Procedure which impacts the award, and/or;
 - ii. A material factual inconsistency with the record which impacts the award, and/or;
 - iii. A merit award that is not in accord with the established criteria.
- h. The discretionary portion of the pool shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. A list of the individuals receiving monies from the pool, the amounts received, and the basis for such distributions

shall be provided to the PSA prior to distribution. Such awards are not subject to the appeals process.

- i. For the purposes of the Merit Appeals Process “days” shall be defined in accordance with Article VI.D.5 of the Agreement.

C. Promotional Increase:

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 be otherwise entitled.

ARTICLE XII

OTHER PROVISIONS

A. Course Load:

The nominal load for Lecturers is twelve (12) credit hours per semester (not to exceed 16 contact hours), other than those employed in the School of Architecture, for whom the nominal load is sixteen (16) credit hours. Assignments in lieu of course load may include formal student advisement, assignments, course/curriculum development, coordination, and department or college administration. The teaching load shall not normally be fewer than nine (9) contact hours.

B. Other Provisions:

1. Involvement of Lecturers in Faculty governance, performance evaluation of Lecturers, limitations on numbers of Lecturers, professional development for Lecturers, and other issues, may be the subject of future consideration and discussion by the Faculty Senate and/or the Professional Staff Association.

2. At least annually the University will track the number of Lecturer positions relative to the number of tenured and tenure-track Faculty, and agrees to maintain the guideline that no more than 25% of full-time Faculty positions (including tenured and tenure-track Faculty and Lecturers) shall be held by Lecturers. This guideline shall be applied across the University, rather than by department or unit. This guideline will not be exceeded without first engaging in a dialogue with Faculty, through the PSA.

ARTICLE XIII

NON-DISCRIMINATION

A. There shall be no discrimination by the Employer, employees, or the Association against any member of the Negotiations Unit based upon membership or non-membership in or participation in legitimate activity on behalf of the Association.

B. The willingness of the parties to continue the non-discrimination clause in the Agreement is predicated on the mutual understanding of the intent to comply with the Supreme Court decision in Teaneck Board of Education v. Teaneck Teachers Association, that discrimination claims relating to inherent managerial prerogatives cannot be subject to binding arbitration and with the limitations on arbitrability set forth in the Agreement.

C. All references to employees in this Agreement designate both sexes and any gender. Wherever the male gender is used it shall be construed to include any employee.

ARTICLE XIV

GROUP REVIEW COMMITTEE

A committee shall be established to review all group terminations of members of the negotiating unit when such terminations are for any reason other than individual performance and shall function as follows:

B. The Committee to be comprised of six (6) persons from the Negotiating Unit, with three (3) selected by the President of the Association;

C. The Committee shall meet at least once annually at an appropriate time with the appropriate Academic Officer to review the situation;

D. The Committee may make written recommendations to the appropriate Academic Officer;

E. The Employer will consider recommendations of the Committee prior to making its final determination;

F. The appropriate Academic Officer shall notify the Committee of the final determination prior to its general release.

ARTICLE XV

ADDITIONAL CONDITIONS OF EMPLOYMENT

A. Fringe Benefits:

1. The Employer shall provide travel support for travel to meetings of scholarly and professional organizations or such other travel as is necessary in support of scholarly or professional activities.

2. Health Benefits Program:

It is agreed that the State Health Benefits Program, health and medical, prescription, and dental, and any rules and regulations governing its application, including amendments or revisions thereto, shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this Agreement. It is agreed that changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that changes shall apply to employees represented by the Union. It is agreed that changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, are applicable to employees covered by this Agreement and shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefit Reform legislation under Chapter 78, P.L. 2011, shall be applicable to all employees covered by this Agreement. A summary of changes is available from the Department of Human Resources or on the State Health Benefits web site.

Where an employee utilizes any type of leave, whether paid or unpaid, they shall continue payment of health plan premiums at the same level as those that they paid prior to the leave as applicable under the State Health Benefits Program. If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.

If the employee charges their accrued vacation, sick, and/or administrative leave accruals for any leave, their share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status.

If the leave is unpaid, NJIT will advance payment of the employee's health plan premiums for the period of leave (up to three full months) and will bill the employee for those premiums. Prior to the employee's return from leave to active employment status, the Department of Human Resources will advise the employee in writing of the full amount of health plan premiums advanced on his or her behalf by NJIT. Within seven (7) business days of his return to active employment status, the employee must indicate, in writing, their selected method of repayment of the health plan premiums: (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan approved, in writing, by the Vice President for Human Resources. If the employee

fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may charge additional payroll deductions until the full amount of health plan premiums paid on the employee's behalf during his unpaid leave has been repaid in full.

3. Eye Care Program:

It is agreed that NJIT shall implement the National Vision Administrators, L.L.C (NVA) Plan, attached hereto as Appendix N, and shall continue said NVA Plan, or a plan providing equivalent benefits, unless or until it is modified by a successor Agreement.

- a. It is agreed that the NVA Plan shall be available to all members of the PSA's Negotiations Unit and their dependents, who are enrolled in one of NJIT's health plans;
- b. Eligibility requirements for the NVA Plan shall be identical to eligibility into the NJIT health plan in which the PSA Negotiations Unit member is enrolled.

4. Deferred Compensation:

It is understood that the State shall be solely responsible for the administration of the Deferred Compensation Plan and the determination of policies, conditions and regulations governing its implementation and use.

5. Tuition Remission:

The University's tuition remission policy, attached as Appendix I, will be applicable to members of the Negotiating Unit, with the following modifications.

- a. Members of the PSA Negotiations Unit are entitled to receive tuition remission benefits during their first year of employment for courses taken at NJIT.
- b. Neither the career related requirement nor the power to deny benefits for fiscal limitations, applies to courses taken by employees at NJIT, except such requirements do apply for the NJIT EMBA program and/or courses pursuant to cross-registration at other public universities involving a cost to NJIT.
- c. Any administrative decision to limit benefits for non-NJIT degree programs based on economic reasons will be uniformly applied.

B. Professional Conditions:

1. A member of the Negotiations Unit may pursue outside activities in accordance with the guidelines expressed in the New Jersey Institute of Technology Faculty Handbook and the State Conflict of Interest law and applicable regulations.
2. Members of the Negotiating Unit are permitted to review their University file upon request of written application to the Department of Human Resources. They may forward material for inclusion in their University file; however, only material reasonably expected to contribute to the administration of the University will be included.
 - a. Material which is derogatory will not be placed in the University personnel file unless the employee has been afforded an opportunity to review it and attach any comment they may desire. If the employee does not attach such comment to the document after having been given the opportunity to do so, a statement to that effect shall be affixed to the document.
3. Notice will be given internally, by the Employer, of any vacancy prior to any general advertisement of the vacancy.

C. Parking:

1. Fees (Regular Privileges):

- a. All parking (except legacy spaces, and the 60 parking spots designated for Faculty Members and Instructional Staff Members) at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration of a Negotiating Unit member's motor vehicle, entitling their parking privileges.
- b. All employees, who elect to access University parking on a regular basis, shall pay .4% (four-tenths of one percent) of their base salary as a fee for parking.
- c. 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 Instructional Staff Members in the PSA Negotiating 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.

2. Fees (Daily Pay Privileges):

The University provides a pay as- you go parking lot and/or system that is intended for and will accommodate the occasional user of parking privileges at the University in accordance with a fee schedule that is no greater than \$8.00 (eight dollars) per day, and utilization parameters that are economically viable and not undermining of the regular parking program.

3. Legacy Space Holders:

- a. A listing of formerly identified reserve space parking permit holders shall be retained in duplicate by NJIT and the PSA for entitlement to priority parking lot designation should parking congestion increase dramatically in the future. Faculty and Staff Lots shall be identified.
- b. For all Negotiations Unit members who share a legacy space, there shall be only one parking fee paid for the space, provided that only one member uses University parking facilities on a given day.

D. Special Salary Actions:

Special salary actions shall be made at the sole discretion of the University in response to bona fide outside employment offers, to respond to market conditions in critical academic areas, to recognize extraordinary achievement, and to implement salary equity adjustments. The maximum number of Faculty subject to special salary actions shall not exceed ten percent (10%) of the Faculty. Lecturers and Professional Staff Members are also eligible for special salary actions, in response to the same factors, at the sole discretion of the University. These salary actions shall not be drawn from any negotiated salary program or pool of money. The PSA will receive notification of any such actions.

E. Scheduling of Instructional Staff:

1. Departments shall attempt, as a normal practice, to schedule the weekly teaching responsibilities of tenured and tenure track Faculty within four (4) school days unless exceptional circumstances shall interfere.
2. Such other responsibilities as have traditionally been assigned to members of the tenured and tenure track Faculty shall continue to be scheduled at the discretion of the Employer.

3. Members of the tenured and tenure track Faculty shall meet individually with their Department Chairperson during the academic year to discuss the planned utilization of the teaching staff member's unassigned day. The utilization of such an unassigned day shall be a consideration in the overall assessment of the Faculty Member's professional performance.
4. Cognizant of the need for certain programmatic scheduling of weekend and/or evening classes and/or off-campus instruction, Instructional Staff may be assigned such classes, from time to time, with the following caveats:
 - a. Faculty and Negotiations Unit Instructional Staff hired on or after July 1, 1993, shall be informed of the potential for being assigned to weekend, evening and/or off-campus instruction.
 - b. Tenured and tenure track Faculty may only be required to teach one evening per week. Such Faculty may be scheduled for one evening per academic semester or two evenings per academic year. Non-tenure track Faculty and other Instructional Staff may be required to teach more than one evening per week where needed to address programmatic needs of their Department.
 - c. The employer will accept qualified volunteers from among the Faculty in the subject discipline and familiar with the course(s) to be taught.
 - d. Unilateral assignment of such evening and weekend class(es) shall continue to respect statement(s) relative to parameters as set out in the Faculty Handbook with respect to tenured Faculty.
5. 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.

F. Class Size:

1. 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 budget constraints. Normal class sizes should be determined program by program.
2. Rules concerning how load will be adjusted to account for larger than normal courses, and when grading support will be provided, are set forth in a Memorandum of Understanding on Large Class Size Load and Support, attached as Appendix J.

3. Separate rules governing class size for fully online courses taught asynchronously are set forth as part of the Memorandum of Agreement on the Development and Delivery of Fully Online Courses Taught Asynchronously, attached as Appendix M.

G. Travel Reimbursement for Off-Campus Teaching:

For the term of this Agreement the following travel allowance shall be paid to those Negotiations Unit Faculty Members and Lecturers participating in off-campus teaching on behalf of NJIT:

1. Five Hundred and fifty dollars (\$550) per semester for each course assignment greater than fifteen (15) miles one way, from NJIT but less than thirty (30) miles, one way, from NJIT.
2. One Thousand, seventy-five dollars (\$1,075) per semester for each course assignment at least thirty (30) miles, one way, from NJIT but less than sixty (60) miles, one way, from NJIT.
3. One Thousand, Six Hundred dollars (\$1,600) per semester for each course assignment at least sixty (60) miles, one way, from NJIT.
4. Additionally, unusual, out-of-pocket, necessary expenses, such as cost of overnight accommodations where inclement weather precludes travel, will, upon providing receipt(s) therefore, and up to Two Hundred and fifty dollars (\$250) per semester, be reimbursed by NJIT.
5. To the extent practicable, a Faculty Member teaching at an off-campus site will not be assigned on campus teaching duties the same day, unless mutually agreeable to the Faculty Member.
6. The remuneration provided for under this Article is intended to accommodate both additional costs and inconvenience reasonably associated with directed travel that is further from the Faculty Member's personal residence than NJIT. Where the Faculty Member's personal residence is closer to the off-campus teaching site than to NJIT, and where the Faculty Member teaching off campus is not also scheduled to teach at NJIT on the same day, this provision is not applicable. Where significant professional inconvenience can be demonstrated by an unusual set of circumstances where this article's travel stipend does not apply, yet an economic injustice to a Faculty Member is caused by the administration of this policy, the matter may be referred to the Joint Advisory Committee for review as to whether a special accommodation should be afforded. Accommodations will only be afforded where the spirit of the article would be more accurately served thereby.

H. Other -Compensation Consideration:

Negotiations Unit members whose base salaries are not set on nor accountable to salary guide shall receive the across-the-board increases, if any, otherwise applicable to them, as set out in the compensation provisions of Article IX, X and XI of the Agreement, through incorporation to individually set annual salary, except that employees fully funded through grants shall be compensated according to and consistent with the terms of the grant, with salaried increases not to exceed that set out by grant parameters, and newly hired Negotiations Unit members shall receive that salary fixed upon hire for the initial, annual contract period.

I. Time Standards for Written Notification of Non-Reappointment:

1. Non-tenure track academic personnel will be defined as personnel whose regular, continuing position responsibilities include teaching at least six (6) contact hours per semester.
2. Not later than April 1st of the last year of the first and second contractual appointment shall non-tenure track academic personnel be notified of non-reappointment following completion of their contractual term. This provision will not apply to Visiting Professors during their first contractual appointment.
3. No later than January 31st of the last year of the third or later contractual appointment, non-tenure track academic personnel shall be notified of non-reappointment following completion of their contractual term.

J. Adjuncts:

The following additional terms and conditions shall apply to all members of the negotiations unit, employed as PSA-represented Adjuncts (Article II.D), in their capacity as Adjuncts.

1. PSA-represented Adjuncts shall be paid not less than the per-credit or per-contact hour rates as the rates NJIT is obligated to pay Adjuncts represented by the United Council of Academics at NJIT (“UCAN”) pursuant to existing agreements between NJIT and UCAN.⁹
2. PSA-represented Adjuncts who teach courses/sections with more than forty-five (45) students, in their Adjunct capacity, will be provided with a Teaching Assistant or Grader. Article XIV.F.2 and Appendix J (Large Class Size Multiplier) will not otherwise apply to courses taught by such Adjuncts.

⁹ The minimum rate, effective as of the Fall 2021 semester, was \$1850 per credit hour at HCAD, and \$1850 per credit hour at other Colleges. Any subsequently negotiated increases shall be applicable to PSA-represented Adjuncts.

3. Unit members, as defined by Articles II.A, II.B and II.C, who are available for additional employment in a particular semester/session as an Adjunct may submit a written notification of availability to the Department in which they wish to be employed as an Adjunct, including the specific number of semesters/sessions they have taught each course for NJIT in any capacity. Departments shall acknowledge receipt of such notification. Availability does not guarantee appointment, however, Departments are encouraged, where consistent with the needs of the academic program, to hire as an Adjunct an employee who has taught the class previously at NJIT over one who has not.
4. Except in emergency situations requiring a shorter period of time to fill a vacancy, PSA unit members who request Adjunct assignments, in accordance with Article XIVJ.3, shall receive notice of any such assignment, indicating the class(es) to which they are being assigned, appointment term, salary, department, supervisor, the period for which the appointment is effective, number of credit hours, approximate number of students which she/he is expected to teach in the section/course for which she/he is hired, and tentative dates, times and location of the section/course. The University may determine whether or not Adjuncts will be appointed during winter or summer sessions, as well as online. The University will make a reasonable effort to provide notice at least two weeks prior to the start of a summer, winter or online appointment. The University reserves the right to cancel or combine courses due to under-enrollment and/or to meet operational/business needs, and in such cases no Adjunct compensation will be due for withdrawn course assignments.
5. There shall be no obligation on the part of any PSA-represented employee to accept any Adjunct position, and failure to accept any such position shall not adversely affect any PSA-represented full-time employment.
6. Fifteen (15) days after the commencement of each semester and session, NJIT will provide the PSA with a list of those scheduled to teach as Adjuncts, their course assignments, the contact hours for each class to which they are assigned in their Adjunct capacity (or credit hour for those teaching as Adjuncts in the College of Architecture and Design), and compensation for each course.
7. A PSA-represented Adjunct may be disciplined in their Adjunct capacity for just cause. A PSA Adjunct's assignment to teach as an Adjunct may only be terminated during the term of the assignment for cause. There is no right or expectation of continuation of an Adjunct assignment from semester to semester. The termination of an Adjunct assignment for cause

shall not affect the PSA Adjunct's full-time assignment except to the extent that action affecting their full-time position is found to be warranted pursuant to the terms of their full-time employment as set forth in the Agreement, applicable NJIT policies and procedures, and/or New Jersey law.

8. In applying Article XIV.G.1-3 the applicable mileage used to calculate entitlement to travel reimbursement in connection with teaching in an Adjunct capacity shall be based upon the difference between an individual Adjunct's normal commute (to teach courses taught in their full-time capacity), and any extra mileage incurred if the location of their adjunct teaching is greater than their normal commute.
9. Where the department specifies the texts that are to be used in a course for which an Adjunct is employed to teach, the department shall provide a desk copy, for the duration of the course, if a desk copy is not provided to the adjunct instructor by the publisher.

ARTICLE XVI

JOB ACTION

The Association agrees that it will refrain from any unlawful act such as strike, work stoppage, slow down, or other job action during the life of this Agreement and will eschew any threat, encouragement, support, or condoning of any such job action.

ARTICLE XVII

JOINT PSA/AAUP AND NJIT ADVISORY COMMITTEE

A Joint Advisory Committee, consisting of representatives of the Employer and Association shall be formed and maintained for the purpose of conferring over joint interests and concerns other than grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Association for such a meeting will be made to the Vice President of Human Resources. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) Professional Staff representatives of the Association may attend such meetings.

The parties shall endeavor to meet at least quarterly, but can meet more often if needed. Additionally, an ongoing priority agenda for discussion and review shall consist of the following issues:

- A. Faculty Load assignment, progress toward and maintenance of the nominal load and its complement of scholarship and service.

- B. Conflicts of Interest Procedures.
- C. Distance Learning Policy & Procedure.
- D. Retirement contributions from authorized grants in accordance with grant parameters, TIAA-CREF parameters and State regulation.

ARTICLE XVIII

GENERAL

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

B. This Agreement, together with all attachments and appendices incorporated and referenced herein, incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

In addition, the parties agree to continue negotiating in good faith over the following issues. This list is not intended to act as a waiver of the PSA's right to demand negotiations over other changes in policy and/or other issues that involve mandatory subjects of negotiation under New Jersey law.

1. Policies governing the creation of new content for, and teaching of, courses using distance learning.
2. Proposed changes in patent policy.
3. Proposals to modify layoff/bumping provisions.
4. Improvements to Professional Staff evaluation process.
5. Methodology of application of contractual salary increases in cases involving Professional Staff Members' movement to new positions.

C. Other than as set forth in this paragraph, all salary increases in this Agreement 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 the negotiated increase retroactive to the effective date of the increase stipulated in this Agreement, with payments reflecting these increases made no later than 90 days from the date of ratification. Employees in

their first year of employment are not eligible for increases which are, or were, effective 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 into a PSA-represented position until the following July 1st, but not less than six (6) full months, and not greater than eighteen (18) months. Those on NJIT payroll who were eligible increases, but are no longer in the PSA-represented unit, but are still employees of the University, shall receive a lump sum payment equivalent to the increase.

D. Within thirty (30) days or as soon thereafter as possible after the parties reach agreement on a consolidated version of the current Agreement, copies of this Agreement shall be printed by the Employer, who will deliver thirty (30) to the Association for their office use. The Agreement shall be made available upon the NJIT website on the Catalogue of University Policies page, <http://www5.njit.edu/policies/> and a hard copy will be produced and delivered to any Negotiating Unit member who affirmatively requests one.

E. Release Time - Association Business:

1. The Association President shall be entitled to three (3) credit hours of release time per semester for legitimate Association business, each year of this Agreement. The entitlement is available in both fall and spring semesters but is not cumulative year to year.
2. The Association shall be further entitled, in each year of this Agreement, to an additional six (6) credit hours total (per semester) of release time for allocation to Association designated Faculty or Instructional Staff Members for purposes of engaging in legitimate Association business. Allocation must be in at least one (1) credit hour increments per semester. The entitlement is available in both fall and spring semesters but is not cumulative beyond the year in which allocation accrual reaches three (3) hours.
3. The Association shall be entitled to a total of twelve (12) days per year for allocation to Professional Staff Members to attend conferences and/or educational seminars. Utilization is subject to prior request of, and approval from, the relevant Negotiating Unit member's supervisor, and it will not be unreasonably denied. These days are not cumulative year to year.

F. 10-Month Pay Schedule:

For employees on a 10-month pay schedule, 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 occur 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) of the twenty-two (22) pay periods through equal, automatic biweekly payroll deductions.

G. Appendices:

- A. Professional Staff Performance Evaluation Form
- B. Professional Staff Salary Matrix
- C. Professional Staff Exceptional Compensation Program
- D. Faculty Salary Minima
- E. Faculty Merit Program Default Rubric
- F. 1993 Faculty Teaching Load Agreement
- G. Procedures for Applying for Promotion to Senior Lecturer Position
- H. Lecturer Salary Matrix
- I. University Tuition Remission Policy
- J. Large Class Size Agreement
- K. Sample Workflow/Calculations for Instructional Staff Merit Program
- L. Lecturer Merit Program Default Rubric
- M. Development and Delivery of Fully Online Courses Taught Asynchronously
- N. Eye Care Program

H. Furlough Reimbursement:

All unit members on payroll on the date of ratification who were subject to furloughs in Year 2 will receive a one-time payment of 2% of salary, payable upon ratification of the MOA dated July 23, 2021. Those who are still employed at NJIT at the time of ratification of said MOA, but are no longer in the PSA unit, shall also receive this payment, provided that they did not otherwise receive a similar payment in their new position, specifically identified to them as a one-time payment related to their prior participation in the mandatory furlough program.

ARTICLE XIX
DURATION

This Agreement shall become effective July 1, 2019 and shall terminate as of June 30, 2023.

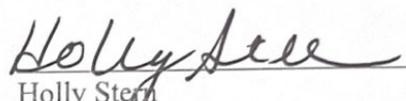
Certified on October 19, 2023

For the Professional Staff Association,
Inc./AAUP:



Amitabha Bose
PSA/AAUP President

For the Employer:



Holly Stern
General Counsel/Vice President of
Legal Affairs

Negotiating Teams at Ratification

PSA's Negotiating Team:

Walter Konon
Burt Kimmelman
Michael Kehoe
Eileen Michie
John Esche
Caroline DeVan
Carl Levine
Michelle Tellefsen

Employer's Negotiating Team:

Fadi Deek
Dale McLeod
Basil Baltzis
Holly Stern
Vanessa Clarke Young
Lisa Easton
Charles Derderian

APPENDICES

PSA Staff Evaluation Form

APPENDIX A



Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

The evaluation MUST be given to the employee no later than September 1.

Planning Performance at the Beginning of the Performance Period

At the start of employment and/or the year to be evaluated using the job description, and the Competencies Dictionary as a guideline, the supervisor is to determine and list the performance competencies that are most relevant to the individual's job. The supervisor is encouraged to consult and collaborate with the employee after initial employment. Performance requirements should be customized for departmental/functional and leadership competencies that are most relevant to success in the position.

Performance Ratings:

- 1. PERFORMANCE WHICH MEETS JOB REQUIREMENTS** - Performance which consistently meets and or frequently exceeds the position requirements. Demonstrates an inexhaustible learning curve and professional commitment to the position's responsibilities while meeting essential expectations in all regards.
- 2. PERFORMANCE WHICH DOES NOT MEET OVERALL JOB REQUIREMENTS** - Performance meets some job requirements, but is demonstrably flawed in significant ways. Needs improvement and/or performance falls consistently below job requirements and reasonable expectations.

Prior to meeting with employee and/or obtaining employee's signature, signatures of Division Head and Area VP should be obtained. After employee signature is obtained, return completed form to Human Resources.

Human Resources will share information as necessary, with appropriate representatives of the university and/or the employee. Formal, written, timely submitted rebuttals, will be shared as appropriate, prior to final certification and filing of the evaluation and prior to final merit award decisions.

PSA Staff Evaluation Form

APPENDIX A



Review Period	
Employee	

University Competencies	Rating
Team work / Collaboration	
Professionalism	
Innovative Thinking / Creativity	
Effective Communications	
Departmental / Functional Competencies	Rating

NCAA Compliance: Works in accordance with NCAA rules and regulations (if applicable)

Overall Rating

Comments: Must be provided if overall rating is "Does not meet requirements" (use additional sheet if required)

Goals (use additional sheet if required)

Employee Comments (use additional sheet if required)

<input type="checkbox"/>	I concur with the evaluation.
<input type="checkbox"/>	I do not concur with the evaluation.

Signatures	Date
Evaluating Supervisor/Dept Head	
Division Head	
Vice President	
<i>Evaluation provided to employee on</i>	
Employee	

University Competency Definitions

Team work/Collaboration:

Implies that employee has the intention to work cooperatively with others, to be a part of a team, and to work together, as opposed to working separately or competitively. "Team" is broadly defined as any task or process-oriented group of individuals working in and/or outside the formal lines of authority to accomplish organizational goals.

Characteristics: Meets or exceeds expectations

Brings together coworkers for effective teamwork; Champions teamwork and cooperation; Shares all relevant and useful information with coworkers; Gives clear and precise instructions and guidelines to team; Works well with multiple teams and departments; Expresses positive attitudes and expectations of others in terms of their abilities, expected contributions, etc. Speaks of team members in positive terms; Solicits inputs and encourages others; Genuinely values others' input and expertise; Publicly credits others who have performed well; Acts to promote good working relationships regardless of personal likes and dislikes. Encourages and/or facilitates a beneficial resolution to conflicts.

Characteristics: Does not meet expectations

Appears to be incapable of working as part of team; Does not work well with multiple teams and departments; Does not share relevant and useful information with coworkers; Resists efforts to improve teamwork and cooperation; Does not deliver clear and precise instructions and guidelines to team;

Civility/Professionalism

Implies that employee conducts oneself at all times in an ambassadorial, civil, committed, and personable manner demonstrating respect for the position, fellow colleagues, departmental integrity, and the university's best interest.

Characteristics: Meets or exceeds expectations

Consistently demonstrates professionalism in performance of the job; Demonstrates understanding and commitment to core NJIT values; Demonstrates ethical behavior; Demonstrates compassion, perseverance, modesty as appropriate, and expertise to help achieve a work-related objective. Works to develop and maintain positive working relationships with coworkers; presents an appropriate professional appearance; Understands and respects practices, customs, values, and norms of other individuals and/or groups

Characteristics: Does not meet expectations

Displays commitment to values not aligned with NJIT's core values, goals or guidelines; Does not promote ethical behavior; Consistently fails to present appropriate professional appearance; Demonstrates uncooperative or adversarial attitude towards coworkers; Is not respectful of practices, customs, values and norms of other individuals and/or groups.

Innovative Thinking / Creativity

Implies that employee makes efforts to improve performance by doing new things. Introduces innovative procedure unknown in the work unit or at the University; designs and implements of techniques and methods which go beyond the conventional, and has willingness to try out different solutions; has ability to champion innovation and encourage new ideas from employees.

Characteristics: Meets or exceeds expectations

Contributes new ideas and creative solutions, demonstrates willingness to accept new ideas presented by others, does not solely rely on old tried solutions, looks to do things differently to bring efficiency, plans ahead considering alternative solutions for upcoming assignments, demonstrates ingenuity and resourcefulness

Characteristics: Does not meet expectations

Actively discourages independent thoughts; is not open to new solutions and procedures; ignores new ideas suggested by coworkers; relies solely on prescribed solutions; is not open to seeking out solutions from others;

Effective Communications

Implies that employee writes and speaks effectively, using conventions proper to the situation; states own opinions clearly and concisely; demonstrates openness and honesty;

Characteristics: Meets or exceeds expectations

Communicates clearly; listens well during meetings and feedback sessions; explains reasoning behind own opinions; asks others for their opinions and feedback; asks questions to ensure understanding; uses consideration and tact when offering opinions; responds timely to incoming communications; willingly shares all relevant information with coworkers;

Characteristics: Does not meet expectations

Is not able to express thoughts clearly and concisely; is consistently tardy in responding to incoming communications; fails to share information with coworkers; is not tactful in communications;

Appendix B - Professional Staff Salary Matrix

7/1/2019 - 6/30/2023

Range	Minimum	Maximum	Range	Minimum	Maximum
16*	\$ 42,127	\$ 75,904	31	\$ 87,587	\$ 159,388
17*	\$ 44,231	\$ 80,512	32	\$ 91,971	\$ 167,356
18*	\$ 46,445	\$ 84,480	33	\$ 96,565	\$ 175,685
19*	\$ 48,766	\$ 88,710	34	\$ 101,396	\$ 184,506
20	\$ 51,204	\$ 93,178	35	\$ 106,466	\$ 193,675
21	\$ 53,763	\$ 97,798	36	\$ 111,787	\$ 203,351
22	\$ 56,457	\$ 102,720	37	\$ 117,373	\$ 213,572
23	\$ 59,279	\$ 107,876	38	\$ 123,240	\$ 224,342
24	\$ 62,242	\$ 113,234	39	\$ 129,401	\$ 235,445
25	\$ 65,353	\$ 118,933	40	\$ 135,877	\$ 247,199
26	\$ 68,624	\$ 124,881	41	\$ 142,671	\$ 259,605
27	\$ 72,059	\$ 131,238	42	\$ 149,801	\$ 272,588
28	\$ 75,659	\$ 137,681	43	\$ 157,291	\$ 286,219
29	\$ 79,443	\$ 144,558	44	\$ 165,155	\$ 300,528
30	\$ 83,416	\$ 151,762			

**Salary Minimum will be raised to \$50,000 no later than June 30, 2023*

PSA Staff Exceptional Performance Recommendation Form

Review Period	
Department	
Employee Last Name, First Name	
Employee Title	
Immediate Supervisor	

Exceptional Performance is defined as demonstrably superior performance for the evaluation period which consistently demonstrates a mastery of the position requirements.

Recommended for exceptional performance award:

Please provide below a summary demonstrating how the employee meets the criteria of exceptional performance as defined, listing specific contributions, characteristics and outcomes.

Justification MUST be provided if employee is being recommended for exceptional performance award.

Supervisor/Dept Head signature _____
Date_____

Division Head signature _____
Date_____

Recommendation accepted VP signature _____ Date_____

Recommendation not accepted

Tenure Track Faculty Minimum Salaries

Rank	Minimum Salary
Assistant Professor	\$70,000
Associate Professor	\$85,000
Professor	\$100,000
Distinguished Professor	\$125,000

New Jersey Institute of Technology

Exhibit A - PSA - Faculty Merit - Default Rubric

Proposed PSA/NJIT - Updated 5/25/2021 v1.6

Note: This is an example of a fixed field, with other fixed fields TBD.

Minimum possible value is fixed.

						Value of Measure	Value of Measure	
Categories	Field in Digital Measures	Source Data	Field is System Generated or User Inputted?	Maximum Points Corresponding to Each Category	Measures Reported	Prof #1	Max Value in Department	Points Assigned - Prof #1
1 TEACHING 35% - Assign measures by department	Teaching Evaluation	OIE - teaching evaluation Academic Year	Pre-Populated	200	** Weighted Avg. of Overall Evaluations/Total # of Students = Overall Score Rating (Note #1)			
	Credit Instruction	faculty load OIE	Pre-Populated	30	# of Students Taught (Enrollment)			
		faculty load OIE	Pre-Populated	30	# of Contact Hrs. Taught			
	Directed Student Learning	Digital Measures	User	60	# e.g. Thesis / Dissertation, PhD Dissertation (2x), MS Dissertation (1x), BS Independent Study (1x)			
	Course/Curriculum Dev. Activity Modified Duties Leave/Special Service	Digital Measures	User	30	# 1st Time Taught/New Courses, all Modalities (Note #2)			
					Boolean, Yes = at least 70% of Max in Dept			
				350	Total - Teaching			-
2 SERVICE 15% - Assign measures by department	Academic Advising - UG	Digital Measures	User	40	# of UG Students Advised			
	Academic Advising - GRAD	Digital Measures	User	30	# of GRAD Students Advised			
	D/C/U Committees	Digital Measures	User	50	# of Committees Served On w/Substantial Service Multiplier (2x) (Note #3)			
	Professional	Digital Measures	User	20	# of Councils Served On			
	Public	Digital Measures	User	10	# of Boards Served On			
				150	Subtotal - Service			-
3 RESEARCH & SCHOLARSHIP 50% - Assign measures by department	Intellectual Contributions	Digital Measures	User	90	# of Peer Review Journals (80 -> 90)			
		Digital Measures	User	20	# of Books			
		Digital Measures	User	50	# of Book Chapters			
		Digital Measures	User	50	# of Refereed Conf. Papers			
	Intellectual Property (e.g., copyrights, patents)	Digital Measures	User	40	# of Licensed Patents			
		Presentations Given including Artistic and Professional Performances& Exhibits	Digital Measures	User	20	National		
	Digital Measures		User	30	International			
	Contracts, Grants & Sponsored Research-Overall	Streamlyne	Pre-Populated	50	# of Grants/Contracts First Funded in FY			
		Banner Grant Budget	Pre-Populated	50	Grants/Contracts Award Value at Time of Award in FY			
		R&A Expense Report - FY (Banner)	Pre-Populated	50	Grants/Contracts \$ Spent in FY			
Streamlyne		Pre-Populated	50	# of Grants & Sponsored Reseach Submitted & Currently Under Review				
				500	Subtotal - Reserach & Scholarship			-
				1000	Grand Total			-

Note #1: Former Q13 current Q8 (teaching effectiveness of the instructor)

Note #2: 1st Time Taught/New Courses, all Modalities
Examples:
First time teaching a course = 1 point
First time teaching a course within last three years = 1 point
Developing a new course in any modality = 1 point
Developing a new course in any modality + 1st time teaching it = 1 point + 1 point
Converting an existing course to a new modality = 1 point

Note #3: 7 "Significant Committees":
1 - University P&T
2 - Faculty Senate
3 - PSA Board
4 - CUE
5 - Middlestates Study
6 - Committee on Graduate Education
7 - Sabbatical committe
8 - Institutional Review Board (IRB)

APPENDIX E



University General Counsel and Executive Director of Employee Relations

file: PSA/AAUP

MEMORANDUM

TO: Saul K. Fenster, President, NJIT
 Eugene Golub, President, PSA/AAUP
 Gary L. Thomas, Provost, NJIT
 Robert Dresnack, Chief Negotiator, PSA/AAUP
 Henry Mauermeyer, Vice President for Administration & Treasurer, NJIT

FROM: Robert H. Avery, General Counsel & Executive Director for Employee Relations, NJIT

DATE: December 7, 1993

RE: Minutes of Meeting of Officers of NJIT and PSA/AAUP Regarding Faculty Load Methodology

The following represents the minutes of a specially called meeting of the above-referenced individuals concerning the appropriate statement of methodology for teaching load at NJIT, where consensus was reached in good faith representing guiding principle.

The fundamental principles espoused in the Preamble to Section 216 of the governing Faculty Handbook (attached) concerning faculty load methodology, are recertified, and adjusted as necessary, concomitant with NJIT's current status as a research university. Further, NJIT recognizes the nominal teaching load of nine contact-hours per semester as representing that evolution of NJIT to its current status as a public research university.

This recertification and recognition is understood to be dollar neutral at this point in time, from and with respect to status quo prior to recertification methodology. However, it is contemplated that there are potential redistributions of certain individual load assignments, modest class size adjustment where and when appropriate and necessary flexibility in program administration to maintain institutional integrity while remaining true to the methodology herein recertified.

The principals, to this meeting of the minds, further understand that those faculty who are primarily, only teaching may be expected to teach up to 12 hours. Currently, excluding School of Architecture faculty hours, the university cites approximately 37 +/- faculty teaching

University Heights
Newark, New Jersey 07102
(201) 596-3107/6363

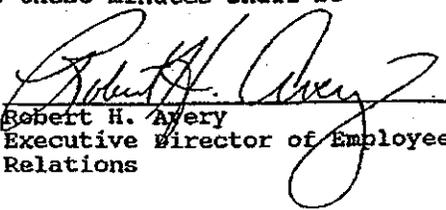
twelve (12) hours and 14 more teaching between 9 and 12 hours. This snapshot represents significantly less than 18% +/- of the faculty body and within the College of Engineering the percentage is lower still. It is anticipated that these numbers will not increase and over time will diminish as the academic mission of the university is fully realized throughout its faculty constituency.

As governance of consensus is appropriate from time to time, the principals or their formal successors and/or assigns agree to maintain periodic review of the integrity of this methodology giving due attention and respect to real or genuinely perceived aberrations herefrom as brought forward by the university, its individual faculty and/or from among the governing jurisdiction of the PSA/AAUP or Faculty Council.

Initially, the university commits to aggressively certify this methodology from among the faculty engaged primarily in teaching within the graduate disciplines. Additionally, it is understood that governance of principles herein espoused contemplates undergraduate cooperative education, and other similar teaching relating assignments to be recognized as part of the faculty assignment and be handled in an equitable, consistent and reasonable practice at the departmental level.

Agreement with the minutes as set out above shall be certified by initialling his assent next to his respective name.

Finally, the principals agree that this recertification contemplates the sunseting, as specifically negotiated to good faith closure, of Article XIII. G., Thesis Advisement Reimbursement of the successor Collective Bargaining Agreement between NJIT and the PSA/AAUP as well as a comprehensive negotiated package of mutual concessions as discussed in principle heretofore, at which time these minutes shall be recertified.


Robert H. Avery
Executive Director of Employee
Relations

RHA:BCD

Appendix G

Hiring and Promotion of University Lecturers

1. Hiring

- a. Hiring of University Lecturers and Senior University Lecturers shall follow the standardized search process following procedures outlined in the Lecturer Search Guidelines.
- b. Upon recommendation of the Committee on Lecturers (see below), and in keeping with the University's internal mobility policy, which encourages promotions and lateral transfers both between and within schools and departments, and in furtherance of the University's goal to recognize and reward the performance of its employees, an expedited search may be conducted by way of an internal posting. This posting must be on the University website for a minimum of five (5) business days, and posted on the websites of the department where a Lecturer line is open.
- c. In cases where a Lecturer must be hired after July 1 for the new academic year to fulfill the instructional mission of the academic unit, the unit head (Chair or Dean) may offer a one year Interim appointment, with the proviso that continuation of the candidate in the Lecturer position is subject to the requirements of Paragraph 1.a. above, before the end of the academic year. If the Interim hire starts in January, his/her initial term may be extended until the end of the next full academic year. This first year of employment shall count as the probationary year under Article XI.A.5 of the Agreement.

2. Promotion to Senior University Lecturer

- a. Senior University Lecturer is a rank of distinction that may be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is awarded to candidates with documented superior performance and credentials in their domain of expertise. Given the nature of instructional focus of these positions, promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. Promotion to Senior University Lecturer, or initial appointment at that rank, carries with it the expectation of a service component consistent with the teaching nature of the position.
- b. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent prior full-time teaching at the college level may be considered for two years of the required five-year period. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated.

Appendix G

- c. The promotion process is initiated by the candidate, who submits a dossier to the Committee on Lecturers ("CoL") consisting of the following:
- A portfolio of student work indicating student outcomes (papers, exams, research or design projects, etc.)
 - A full set of student evaluations, including all comments, in hard copy or as a digital file, for each course taught over the past three years.
 - A summary statement by the Lecturer indicating significant teaching accomplishments that warrant consideration for promotion, including any research and service activities that are consistent with the nature of the position.
 - The candidate's biographical data, including the candidate's C.V. in NJIT format.
 - A Personal Statement of Teaching (maximum of two typed pages).¹

Additionally, the Lecturer may request peer review via a classroom visit by a tenured Faculty Member appointed by the Committee on Lecturers. The Lecturer may also include letters from students, colleagues, or administrators with first-hand knowledge of their capabilities.

- d. A recommendation from the Committee on Lecturers, along with the dossier, is submitted in writing to the Chair of the candidate's academic department. The Chair will review the dossier, and the Committee's recommendation, and will write a recommendation letter that is forwarded, also along with the dossier, to the Dean for review. In academic units with no departments the CoL recommendation will go directly to the Dean. The Dean will review the dossier and the Chair's recommendation and will write a recommendation letter that is forwarded to the Provost, along with the dossier, for final action. The Provost will notify the candidate regarding approval or denial of promotion in writing, with copies sent to the Department Chair and Dean. A candidate for promotion who contends unjust denial may appeal the decision in writing to the Provost through the Department Chair and Dean, within 14 calendar days of the date of receipt of written notification of denial. Grounds for appeal exist when the denial of promotion resulted from the fact that not all evidence in support of the candidate was presented at the time of the original consideration or when the denial resulted from procedural irregularities.

3. Committee on Lecturers

The Committee on Lecturers is appointed by the P&T Committee of the academic unit and consists of two Faculty Members and one Senior University Lecturer, the latter drawn from the department if possible or from the college or school of which the department is part. The CoL reports to the P&T Committee which shall submit its recommendations to the head of the academic unit (Chair or Dean).

This Committee shall be charged with four duties:

- Conducting a search for open Lecturer positions;
- Reviewing Lecturers hired after July 1 of the new academic year prior to their renewal for a second one-year term;

- Conducting annual reviews of each Lecturer; the Senior University Lecturer on the Committee shall be recused from self-evaluation.
- Reviewing dossiers of University Lecturers applying for promotion to Senior University Lecturer.

4. Protocol

The hiring and promotion policy for Lecturers shall be implemented through the Provost's Office. All issues concerning terms and conditions of employment are governed by the NJIT/PSA Collective Negotiations Agreement (CNA), to the extent applicable. [Once the PSA and the administration agree, the promotion policy that currently resides in the PSA contract will be amended to conform to this document.]² It will also be available on the Provost's website. After that time, any changes to the promotion policy are subject to the negotiations with the PSA, to the extent that they implicate terms and conditions of employment that are negotiable under New Jersey law.

TIMELINE FOR PROMOTION

- Submission of dossier to department chair: October 1st
- Forwarding of Department Chair recommendation and candidate's dossier to Dean: December 1st
- Forwarding of Dean's recommendation and candidate's dossier to Provost: February 1st
- Written notification from Provost to candidate: April 1st
- Submission of appeal: April 15th
- Response to appeal: May 30th
- If awarded, promotion is effective as of Fall of the next academic year.

Appendix H

Lecturer Salary Matrix

7/1/2019 - 6/30/2023

Rank	Minimum	Maximum
University Lecturer	\$ 53,000	\$ 90,738
Senior University Lecturer	\$ 58,000	\$ 112,088

APPENDIX I



Tuition Remission Policy

All Tuition Remission Plans described in this Policy are subject to the availability of funds as determined by the President of the University. While NJIT expects to continue the Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable. To the extent that collective bargaining agreements contain different provisions, such provisions shall be controlling.

Overview

New Jersey Institute of Technology (hereinafter "NJIT") recognizes the importance of investing in Tuition Remission for its employees. To this end, NJIT's Tuition Remission Policy provides eligible employees and their dependent child(ren) with the opportunity to advance their education, and provides employees with a means to achieve, maintain or enhance existing professional skills. The Policy summarizes who may participate in the Plan, what programs qualify for reimbursement, and how to apply for Tuition Remission assistance. The Human Resources Department is responsible for Plan administration.

The Program

A. General Eligibility for Employees:

1. Tuition assistance is available to full-time employees and part-time employees who work a minimum of 20 hours per week, and members of the Air Force Reserve Officers' Training Corps (AFROTC). Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for tuition remission benefits.

2. Eligibility begins after one year of continuous employment at NJIT and continues while the employee is actively employed when course(s) are completed. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

B. General Conditions of Program for Employees:

1. **Costs and Associated Expenses:** An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The cost of fees, textbooks, laboratory breakage, travel (where applicable) and other incidental expenditures are the responsibility of the employee. Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.

APPENDIX I

2. Coverage:

(a.) General:

(i.) Approved programs, which include both degree programs and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career at NJIT and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

(ii.) The Plan does not reimburse for professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses. Funds may be available from the employee's department to cover non-credit bearing courses and certifications that are not eligible for tuition remission benefits.

(iii.) When departmental funds are used to cover tuition costs, employees may take non-matriculating college credit courses to enhance their on-the-job skills, provided they receive advance written approval from the appropriate Department Head/ Dean and area Vice-President.

(b.) Programs at NJIT:

A maximum of two (2) credit bearing courses, per Fall or Spring semester, or Summer, may be taken by full-time employees at NJIT for a maximum of (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses are paid only for the minimum required for the program. Eligible part-time employees may enroll in one (1) course per Fall, Spring, or Summer semester, up to a maximum of three (3) courses during the year.

(c.) Programs Taken at Other Colleges/Universities:

(i.) Course Limits:

A maximum of two (2) credit-bearing graduate or undergraduate courses, per Fall or Spring semester, or Summer, for tuition only, up to a maximum of the NJIT in-state per credit tuition rate, may be taken by the employee at another accredited college or university, for a maximum of six (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses will be paid up to a maximum of the tuition rate at NJIT. Tuition balances that exceed the NJIT in-state per credit tuition rate at another accredited college or university, and all fees, are the responsibility of the employee.

APPENDIX I

(ii.) Cross Registration:

Tuition costs for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for tuition remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

(iii) On-Line Courses:

Many on-line accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less fees and cost for books and other equipment), and the amount of tuition paid, if applicable, and submit the final grade upon completion of the course. Tuition for on-line courses will be paid up to the maximum in-state per credit tuition rate paid for courses taken at NJIT.

3. Other Requirements and Conditions for Employees:

(a.) Primary Employment Obligation:

Tuition assistance approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate. Employees are expected to make up lost work time.

(b.) Spouses:

Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive tuition benefits.

(c.) Separating from NJIT:

If an employee terminates employment with NJIT, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of NJIT before completing the course must reimburse the university.

APPENDIX I

C. Eligibility for Dependent Children:

1. Employment Status of Parent:

(a.) Eligibility for tuition remission as an NJIT student (including NJIT cross-registration programs) begins immediately upon employment of the parent at NJIT. Tuition remission benefits for dependents are not available for programs at other universities that are not part of an NJIT-affiliated program.

(b.) The parent of the child must be regularly employed on a full-time basis as of the first day of the course. To remain eligible, the dependent's parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntarily or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

2. Definition of Dependency:

(a.) A dependent child shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee's federal income tax return. The university reserves the right to request a copy of the parent or legal guardian's federal income tax return.

(b.) The dependent child must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee's dependent (documentation is required).

(c.) The dependent child must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

3. Requirements and Conditions for Dependents:

(a.) Dependent children must register for a full-time, matriculating, undergraduate program at NJIT for the child's first baccalaureate degree. Dependent children must be registered for no fewer than 12 credits and not more than 19 credits per semester. The Plan does not cover graduate courses for dependent children. The dependent child may register as part-time only during the last semester of his or her senior year.

(b.) Dependent children must meet the university's academic admissions requirements and follow registration procedures. The cost of textbooks, fees, travel, laboratory breakage and other incidental expenditures are the responsibility of the employee.

APPENDIX I

(c.) Dependent children will receive tuition assistance for only one summer course. Eligibility for tuition remission during the summer will require written approval of the student's academic advisor and will count as one semester of tuition assistance.

D. Other Program Requirements Applicable to All Eligible Participants:

1. Satisfactory Academic Progress:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility.

2. Scholarships, Grants, G.I. Bill Benefits:

(a.) The plan will not pay for any course more than once, and it will not duplicate other educational assistance the dependent may be receiving, such as scholarships, veteran's educational benefits or other financial aid. In no case will tuition be granted beyond 10 terms for a 4 year program or beyond 12 terms for a 5 year program.

(b.) After scholarships, grants, G.I. Bill benefits, and other third party grant sources of payment, if any, have been applied to tuition and fees, the remaining balance of tuition and fees (if applicable) shall be eligible for waiver in accordance with the terms of this policy.

3. Courses Taken During Previous Semesters:

Tuition cannot be approved retroactively for courses taken during previous semesters.

4. Auditing or Repeating a Course:

Tuition Remission will not be granted if the employee or dependent chooses to audit a course and therefore does not receive a grade. Tuition Remission does not cover the cost of tuition for courses that the employee or dependent elects or is required to repeat.

5. Reimbursement:

(a.) Prior to the grant of Tuition Remission benefits the employee must complete the required Tuition Remission Form making his or her request and authorizing NJIT to deduct from his or her salary any amount that may become due under the Tuition Remission Program because of the receipt by the employee and/or his or her eligible dependent of a grade of less than "C", Fail or Incomplete.

APPENDIX I

(b.) Reimbursement for employees and/or their eligible dependents can be paid through the Bursar's Office, or through payroll deductions set up through the Payroll Office.

6. IRS Taxable Income:

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

7. Grades:

(a.) Submission Deadline:

Employees and their dependents taking courses at NJIT are not required to submit grades. Final grades will be obtained by the Human Resources Office through the SIS system. Upon the completion of a course, employees taking courses outside of NJIT are required to submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). If grades are not submitted, tuition reimbursement will not be processed for the following semester.

(b.) Grades of "C" or Better; Pass:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility. If a course is not completed, or the employee and/or dependent receives a grade below a "C", or in a Pass/Fail course the course is failed, the cost of tuition for the course(s) must be repaid by the employee to the university at the per credit rate.

(c.) Grades Less than "C", Fail or Incomplete – NJIT Reimbursement:

As noted, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for courses taken by the employee or his/her dependent for grades of , "D" (deficient), "F" (failed), or failing to convert a grade of "I" (incomplete) to a grade of "C" or better within one (1) semester. Reimbursements for dependents will be calculated on the per credit rate charged. The employee will be required to make arrangements with the Payroll Office to reimburse the university tuition remission benefits paid on behalf of the employee and/or their dependent.

APPENDIX I

If the employee does not agree to make arrangements to reimburse the university, further tuition remission benefits will be denied, and the university reserves the right to commence automatic payroll deductions from the employee's salary not to exceed ten percent (10%) of the employee's bi-weekly salary until the full amount due is paid. As noted above, by signing the Tuition Remission Form, the employee authorizes NJIT to deduct the reimbursement from their salary.

(d.) Withdrawing from a Course:

If an employee or his or her dependent withdraws from an NJIT course after the Registrar's Office withdrawal deadline date, (the add/drop period) the employee must reimburse the university. If an employee withdraws from a non-NJIT course, the employee must reimburse the university if NJIT paid for the course.

E. Procedures for Applying for Tuition Remission:

1. Initial submission of the applicable forms for tuition remission approval must be filed thirty (30) business days prior to the start of the semester. Thereafter, the employee must complete and submit a Tuition Remission Form before the beginning of each semester. The appropriate documentation must be attached to the tuition form, and the form must be signed by the employee and approved by the employee's Department Head/ Dean and area Vice President. Incomplete forms will be returned.
2. When all approval levels have been met, the Tuition Remission Form must be submitted to the Human Resources Office for processing.
3. Employees who are requesting tuition remission benefits for their eligible dependents must complete a Tuition Remission Form at the beginning of each semester. The form must be signed by the employee, and approved by the employee's Department Head/ Dean and area Vice President. Adequate supporting documentation must be submitted to support the amount of the benefits requested. Supporting documentation can include Bursar's Office statements, financial aid information and course statements from the registrar, or other documentation, as requested.
4. Tuition Remission Forms are available in the Human Resources Office or can be downloaded from the HR website at www.njit.edu/humanresources
5. If courses are taken at another accredited college or university, the enrollment form, invoice or proof of payment must be attached to the Tuition Remission form.

Appendix J

Large Class Size Load and Support

To improve efficiency in course delivery without compromising course quality and content, large classes will be limited to courses that will not be impacted detrimentally. The objective is to effectively utilize faculty resources while avoiding teaching loads with too many contact hours for the faculty to effectively conduct research, scholarship and other faculty duties.

Course loads and the support required to accomplish the objective are outlined below:

Load Credit Multiplier (LCM) For each section taught by an instructor, there is a load credit multiplier (LCM) that when multiplied by the number of contact hours for the course yields the load credit received by the instructor for teaching the course. The LCM guide for a section is determined by the enrollment in the section on the 10th day of the semester according to the following table:

	Load Credit Multiplier (LCM) <i>*Revised in 2019-2023</i>
From 1 to 43 students	1.00
From 44 to 55 students	1.25
From 56-80 students	1.50
From 81-104 students	1.75
105 or more students	2.00

Any resulting course load teaching reduction will be awarded within no more than two semesters following the semester in which an LCM adjustment was necessary.

Principles for Grading Support

Important principles apply when grading support is provided:

1. Departments will provide and set qualifications for graders.
2. The instructor must supervise the grading, retains responsibility for grades given, and must review contested grades.

3. In all courses, the faculty has responsibility for the course content and pedagogy including the assignment and assessment of homework, projects, papers, quizzes and exams. The faculty will continue to fulfill this responsibility through institutional structures including curriculum committees, departmental administration, course coordinators and as individual instructors. Additional resources beyond those in place, such as graders, required to implement assessments are approved and distributed by the Provost through the deans and the chairs.
4. Regardless of the level of grading support provided, instructors are expected to retain regular personal involvement in the grading of student work. This involvement must be sufficient for the instructor to have clear understanding of the progress of the students in the class. While instructors can expect assistance with grading responsibilities in recognition of their efforts to supervising grading, this MOU does not mandate the reduction of an instructor's personal grading load for any course below half that required for a normal-sized class.
5. Courses which utilize common shared grading of exams will distribute grading responsibility among the instructors in an equitable manner. The course coordinator will assign grading duties to the instructors, as much as practicable, taking into consideration the grading support assigned to each instructor.
6. In some courses, such as many writing intensive courses, for which qualified graders (or appropriate alternative grading methods) cannot be secured, large-lecture format will not be lectures.
7. The large class workload formula described in this MOU shall apply to faculty and university lecturer.

Grading support will be provided to support large classes when the total student-hour load of the instructor exceeds the expected grading load. This expected grading load for each instructor is determined by multiplying the instructors nominal course load (the number of standard sized classes which would be assigned after any released time is applied) by 30. When the actual total student-hours taught by an instructor exceed the expected grading load, grading support will generally be provided, as required, to the instructor in large sections which exceed 33 students. The extent of grading support provided will depend on the department and the makeup and delivery of the course taking into consideration the actual grading load.

1 - Calculate Department of A's Total Merit Pool Dollar Value:

Assumptions	Process	Output
<ul style="list-style-type: none"> The contractual salary increase for year 4 is 2.25%. The Default Rubric allocates 80% to the merit system and 20% to discretionary 	<ul style="list-style-type: none"> Department A's total salary is \$1,335,000 $\\$1,285,000(.0225) =$ \$30,037.50 PSA Merit Pool = $\\$30,037.50(0.8) = \\$24,030$ Discretionary = $\\$30,037.50(0.2) = \\6007.50 	<ul style="list-style-type: none"> \$30,037.50 is the total merit dollar pool available for merit increases in Department of Rocket Science The discretionary funds distributed by the Provost's discretion are \$6007.50. 1.8% merit + 0.45% discretion.

2 - Faculty/Lecturer Selected Top Level Category (TLC) Weightings:

Prior to the particular Merit Year, the Department along with Faculty and Lecturers as individual groups define the weights of each **Top Level Category (TLC)** they prefer to give the work they are doing.

TLC Constraints:

	Faculty	Default	Lecturer	Default
Teaching min/max (%):	30-40%	35%	75-100%	100%
Service min/max (%):	10-20%	15%	0-25% combined TLCs	0% combined TLCs
Research/Scholarship min/max (%):	50-60%	50%		
Total TLC Weights *MUST EQUAL* 100% Corresponding Points per category must match percentages, i.e. 35% for teaching = 350 total points among items in teaching category				

Example Process Step Output for Department A is the Default Rubric:

Top Level Category (TLC)	TLC Percentage
Teaching	35%
Service	15%
Research/Scholarship	50%

3 - Faculty/Lecturer RAW Score Collection:

Process: Rubric based on Proposed PSA/NJIT - Updated 5/25/2021 v1.6 Default Rubric is completed

Example Process Step Output, Professor 1:

Top Level Category (TLC)	TLC Percentage	TLC RAW Score
Teaching	35%	306.5
Service	15%	35
Research/Scholarship	50%	364.6
Totals	100%	706.1

4- Normalization of TLC Raw Score for Comparative Ranking:

Constraint:

- The Faculty and Lecturers groups in the Department A will be separately normalized against their peers in their respective groups, with the **highest TLC Scaled Score establishing the highest-ranked Faculty or Lecturer for the department in that group.**

Example Assumption: Department A's Highest TLC Raw Score = 706.1

Process: $(\text{IndividualTLCRawScore}) / (\text{HighestTLCRawScore}) = \text{NormalizedComparativeScore}$

Normalizing Professor 2 ($499 / 706.1 = 0.7066$) would mean Professor 1 scored 70.66% of the highest-ranked Faculty member in the department who is Professor 1.

Example: Department A's Normalized Comparative Scores (NCS):

Faculty	Normalized Comparative Score (NCS)	Dept Rank
Professor 1	100%	1
2	70.66%	6
3	74.01%	5
4	83.41%	3
5* - Modified Duties Leave	15.74%	7
6	13.39%	10
7	40.28%	9
8	40.99%	8
9* - Special Formal Service	78.77%	4
10	84.35%	2

5 - Calculate Merit Raises Based on Comparative Ranking from Normalized Comparative Scores (NCS):

Constraints:

- Faculty or Lecturers achieving an NCS of greater than 0.70 (70%) will receive that percentage of the maximum salary increase percentage in that department.

Example: Professor 2 achieved an NCS of 0.707 which means Professor 2 will receive 70.7% of the maximum salary increase percentage calculated in step 7.
- 80% of the Faculty or Lecturers in each department will receive increases no less than 70% of the maximum salary increase percentage in that department.

Example: Department A has 10 Faculty, therefore 8 Faculty will receive **no less** than 70% of the maximum salary increase percentage calculated in step 7.
- The minimum salary increase percentage will be 20% of the maximum salary increase percentage in that department and no more than 20% of the Faculty/Lecturers OR no more than one (1) Faculty/Lecturer (whichever is more) will receive that minimum salary increase percentage.

Example: Professor 6 in Department A has an NCS 0.134. Therefore Professor 6 will receive 20% of the maximum salary increase percentage in that department.
- In a scenario where the Faculty/Lecturers achieve Normalized Comparative Scores (NCS) above 0.2 (20%) these Faculty/Lecturers will receive their NCS score as their portion of the maximum salary increase percentage in that department if they are in the bottom 20% of Faculty/Lecturers.

Example: IF Professor 7 and 8 in Department A have NCS's of 0.403 and 0.410, **THEN** Professor 7 would receive 40.3% while Professor 8 receives 70% of the maximum salary increase percentage in the department.
- Instructional staff in special situations such as those defined by the Tentative Agreement will receive no less than 70% of the maximum salary increase percentage in that department or their NCS score as their portion of the maximum salary increase, whichever is greater.

Example: IF Professor 5 in Department A is on Modified Duties Leave while Professor 9 is assigned Special Formal Service and they achieve an NCS of 0.1574 and 0.7877 **THEN** Professor 5 would receive 70% of the maximum salary increase percentage in the department while Professor 9 receives 78.8%.

Process: Comparatively flatten Department A's NCS scores based on constraints.

Example: Department A's Merit

Faculty	Normalized Comparative Score	Flattened percentage of the maximum departmental increase in Step 6	Dept Rank
Professor 1	100%	100% of max increase percentage (step 6)	1
2	70.7%	70.7% of max increase percentage (step 6)	6
3	74.0%	74.0% of max increase percentage (step 6)	5
4	83.4%	83.4% of max increase percentage (step 6)	3
5* - Modified Duties Leave	15.7%	70% of max increase percentage (step 6)	7
6	13.4%	20% of max increase percentage (step 6)	10
7	40.3%	40.3% of max increase percentage (step 6)	9
8	41.0%	70% of max increase percentage (step 6)	8
9* - Special Formal Service	78.8%	78.8% of max increase percentage (step 6)	4
10	84.3%	84.3% of max increase percentage (step 6)	2

6- Calculate Merit Raises based on Maximum Departmental Raise Percentage:

Process: The total available dollar pool from Step 1 must be divided by the total raw salary increase based on the NCS percentages. The result establishes the maximum raise percentage in the department which the rest of the department will receive some piece of based on their NCS scores.

Example output:

$24,030 / (1)(150,000) + (0.707)(175,000) + (0.740)(160,000) + (0.834)(170,000) + (0.7)(75,000) + (0.2)(95,000) + (0.403)(105,000) + (0.7)(125,000) + (0.788)(135,000) + (0.843)(145,000) = 2.49\%$ Maximum Department A Raise Percentage

Faculty	Flattened percentage of the maximum departmental increase in Step 6	Current Salary (\$k)	Merit Dollars	Merit Percentage
Professor 1	100%	150,000	$(1.00)(.0249)(150,000) = \3739.83	2.49%
2	70.7%	175,000	$(.707)(.0249)(175,000) = \3083.15	1.76%
3	74.0%	160,000	$(.740)(.0249)(160,000) = \2952.38	1.85%
4	83.4%	170,000	$(.834)(.0249)(170,000) = \3535.19	2.08%
5* - Modified Duties Leave	70%	75,000	$(.70)(.0249)(75,000) = \$1308.94$	1.75%
6	20%	95,000	$(.2)(.0249)(95,000) = \$473.71$	0.50%
7	40.3%	105,000	$(.403)(.0249)(105,000) = \1054.54	1.00%
8	70%	125,000	$(.70)(.0249)(125,000) = \2181.57	1.75%
9* - Special Formal Service	78.8%	135,000	$(.788)(.0249)(135,000) = \2651.39	1.96%
10	84.3%	145,000	$(.843)(.0249)(145,000) = \3049.31	2.10%
Total		\$1,335,000	\$24,030	1.72% Average

7- Validation and Reporting

Constraint: The maximum individual salary increase percentage must not exceed 1.75 times the contract's merit pooling percentage for that year.

Example output: The contract merit pooling percentage for year 4 is 2.25%.

(2.25%)(1.75)=3.94% which is less than Department A's maximum merit percentage of 2.49% = SUCCESS!

Top Level Categories (TLC)		Dept Defined Weights (TLC Percentage)	Max Points in Each Category	TLC Raw Score										MAX TLC Raw Score						
Teaching	35%	350	306.5	Prof 1	Prof 2	Prof 3	Prof 4	Prof 5*	Prof 6	Prof 7	Prof 8	Prof 9*	Prof 10							
Service	15%	150	35.0	225.5	249.5	211.6	76.2	94.5	83.2	103.8	177.0	256.1	306.5							
Research & Scholarship	50%	500	364.6	85.0	60.0	100.0	35.0	0.0	0.0	0.0	201.3	185.6	105.0	105.0						
				188.5	213.1	277.4	0.0	0.0	0.0	0.0	314.2	234.5	364.6	364.6						
	100%	1000	706.1	499.0	522.6	588.9	111.2	94.5	284.4	289.4	556.2	595.6	706.1	706.1						
Modified Duties Leave/Special Service (at least 70% of Max in Dept)				Normalized Comparative Score (NCS)																
	100.00%	70.66%	74.01%	83.41%	15.74%	13.39%	40.28%	40.99%	78.77%	84.35%	100.00%	70.66%	74.01%	83.41%	15.74%	13.39%	40.28%	40.99%	78.77%	84.35%

	Count
Professors in Dept	10
Constraint 1 (NCS>70 = NCS)	8
Constraint 2 (80% get 70%)	8
Constraint 3 (<=20% get 20%)	2
Actual <=20%	1

	Salary	Scaled TLC	NCS	FMP	Merit \$	Merit %	Rank
Prof 1	150,000	706	100.0%	100.0%	3,739.83	2.49%	1
Prof 2	175,000	499	70.7%	70.7%	3,083.15	1.76%	6
Prof 3	160,000	523	74.0%	74.0%	2,952.38	1.85%	5
Prof 4	170,000	589	83.4%	83.4%	3,535.19	2.08%	3
Prof 5*	75,000	111	70.0%	70.0%	1,308.94	1.75%	7
Prof 6	95,000	95	13.4%	20.0%	473.71	0.50%	10
Prof 7	105,000	284	40.3%	40.3%	1,054.54	1.00%	9
Prof 8	125,000	289	41.0%	70.0%	2,181.57	1.75%	8
Prof 9*	135,000	556	78.8%	78.8%	2,651.39	1.96%	4
Prof 10	145,000	596	84.3%	84.3%	3,049.31	2.10%	2
							24,030.00

Salary Pool Percentage	2.25%
Salary Total	1,335,000.00
Discretionary Dollars	6,007.50
Merit Dollars Total	\$24,030.00
Maximum PEP Raise Constraint	1.75
Maximum PEP Raise Percentage	3.94%
Maximum Dept Raise	2.49%
Average Raise	1.72%

CONFIDENTIAL DRAFT - INTERNAL DISCUSSION ONLY - DO NOT DISTRIBUTE

New Jersey Institute of Technology
 PSA - Faculty Merit - Sample Individual Reporting
 Proposed PSA/NUIT - Updated 5/25/2021 v1.6

Note: This is an example of a fixed field, with other fixed fields TBD.
 Minimum possible value is fixed.

Categories	Field in Digital Measures	Source Data	Field is System Generated or User Inputted?	Maximum Points Corresponding to Each Category	Measures Reported	Value of Measure	Max Value in Department	Points Assigned - Prof #1	Dept Rank
1 TEACHING 35% - Assign measures by department	Teaching Evaluation Credit Instruction Directed Student Learning Course/Curriculum Dev Activity Modified Duties Leave/Special Service	OIE - teaching evaluation Academic Year Faculty load OIE Faculty load OIE Digital Measures Digital Measures	Pre-Populated	200	** Weighted Avg of Overall Evaluations/ or a # of Students = Overall Score Rating	3.8	3.8	200.0	1
			Pre-Populated	30	# of Students Taught (Enrollment)	31.0	46.0	20.2	4
			Pre-Populated	30	# of Contact Hrs. Taught	7.0	8.0	26.3	4
			User	60	e.g. Thesis / Dissertation, PhD Dissertation (1x), MS Dissertation (1x), 85 Independent Study (1x)	3.0	3.0	60.0	1
			User	30	# 1st Time Taught/New Courses, all Modalities (Note #2)	0.0	1.0	-	0
			User		Boolean, Yes = at least 70% of Max in Dept	No			
Total - Teaching					350			306.5	
2 SERVICE 15% - Assign measures by department	Academic Advising - UG Academic Advising - GRAD D/C/U Committees Professional Public	Digital Measures Digital Measures Digital Measures Digital Measures Digital Measures	User	40	# of US Students Advised	0	0	-	0
			User	30	# of GRAD Students Advised	0	1	-	0
			User	50	# of Committees Served On	1	2	25.0	2
			User	20	# of Councils Served On	1	2	10.0	2
			User	10	# of Boards Served On	0	1	-	0
			Subtotal - Service					150	
3 RESEARCH & SCHOLARSHIP 50% - Assign measures by department	Intellectual Contributions Intellectual Property Presentations Given Including Artistic and Professional Performance& Exhibits Contracts, Grants & Sponsored Research-Overall	Digital Measures Digital Measures Digital Measures Digital Measures Digital Measures Digital Measures Streamline Banner Grant Budget R&A Expense Report - FY (Banner) Streamline	User	90	# of Peer Review Journals	14.0	14	90.0	1
			User	20	# of Books	0.0	1	-	0
			User	50	# of Book Chapters	0.0	5	-	0
			User	50	# of Refereed Conf. Papers	3.0	3	50.0	1
			User	40	# of Licensed Patents	1.0	1	40.0	1
			User	20	National	0.0	1	-	0
			User	30	International	0.0	1	-	0
			Pre-Populated	50	# of Grants/Contracts First Funded in FY	2.0	2	50.0	1
			Pre-Populated	50	Grants/Contracts Award Value at Time of Award in FY	\$ 378,950.61	\$ 400,000.00	47.4	3
			Pre-Populated	50	Grants/Contracts \$ Spent in FY	\$ 149,052.00	\$ 200,000.00	37.3	4
			Pre-Populated	50	# of Grants & Sponsored Reseach Submitted & Currently Under Review	2.0	2	50.0	1
			Subtotal - Research & Scholarship					500	
Grand Total					1000			706.1	

New Jersey Institute of Technology

Exhibit C - PSA - Lecturer Merit - Sample of Data Structure - Default Rubric

Proposed PSA/NJIT - Updated 5/25/2021 v1.6

Note: This is an example of a fixed field, with other fixed fields TBD.
Minimum possible value is fixed.

	Field in Digital Measures	Source Data	Field is System Generated or User Inputted?	Maximum Points Corresponding to Each Category	Measures Reported	Value of Measure	Value of Measure	Points Assigned - Prof #1
1	TEACHING 100% - Assign measures by department	Teaching Evaluation	OIE - teaching evaluation Academic Year	Pre-Populated	** Weighted Avg. of Overall Evaluations/Total # of Students = Overall Score Rating (Note #1)			
		Credit Instruction	faculty load OIE	Pre-Populated	# of Students Taught (Enrollment)			
		Directed Student Learning	faculty load OIE	Pre-Populated	# of Contact Hrs. Taught			
		Course/Curriculum Dev. Activity	Digital Measures	User	# e.g. Thesis / Dissertation, PHD Dissertation (2x), MS Dissertation (1x), BS Independent Study (1x)			
		Modified Duties Leave/Special Service	Digital Measures	User	# 1st Time Taught/New Courses, all Modalities (Note #2)			
				Boolean, Yes = at least 70% of Max in Dept				
1000 Total - Teaching								-
1000 Grand Total								-

1000 Total - Teaching

1000 Grand Total

Note #1: Former Q13 current Q8 (teaching effectiveness of the instructor)

Examples:

- First time teaching a course = 1 point
- First time teaching a course within last three years = 1 point
- Developing a new course in any modality = 1 point
- Developing a new course in any modality + 1st time teaching it = 1 point + 1 point
- Converting an existing course to a new modality = 1 point

APPENDIX L

**Memorandum of Agreement on Development and Delivery
of Fully Online Courses Taught Asynchronously (MOA)**

June 22, 2022

I. RATIONALE

In recent years there has been a proliferation of teaching modalities that involve the full or partial use of the virtual space to deliver educational content. Each modality has its own characteristics and may require course content development in ways to better engage students with the content and apply pedagogies that facilitate achievement of the defined student outcomes. Although these issues need to be addressed, this agreement focuses on courses delivered fully and asynchronously online. For the purpose of this agreement the term Online Learning shall be used to denote fully online asynchronous instruction for the enrolled students.

II. PROPOSAL

- 1) Course Development: When the decision is made to develop an Online Learning course, or to convert a face-to-face course to online, the following protocol will be used:
 - a) Qualified NJIT Instructional Staff Members at any rank/title considered a subject matter expert (SME) will be offered the opportunity to develop the course.
 - b) The SME who agrees to develop the course will sign a course development agreement (“CDA”). The CDA will not materially alter the terms and conditions of this MOA as they apply to PSA unit members. A sample CDA to be utilized for PSA unit members is attached hereto as Exhibit A.
 - c) The SME will work with an instructional designer of the Office of the Associate Provost for Online Programs who will provide necessary non-academic course development support.
 - d) The final product must pass a Quality Assurance Review as determined by the administration in consultation with the normal governance process. Such approval will not be unreasonably denied.
 - e) The agreement will indicate the exact time of completion of the course development. This time cannot be imposed to be less than 16 weeks of active development. At the request of the SME and at the discretion of the administration, the originally agreed upon time may be extended only once, unless the SME has been faced with extraordinary circumstances. However, if after 16 weeks the developed course is delivered and it is determined, in accordance with the provisions below, that the developed course has not met expected standards, the SME *may request* a 4-week extension to address any identified deficiencies, which request shall not be unreasonably denied. The agreed upon extension cannot overlap with the scheduled first offering of the course and in no instance can it be more than 4 weeks. This extension will be memorialized as a signed amendment of the

700
WJK

original agreement (CDA). By definition, completion means the entirety of the course being developed and meeting the standards outlined in the currently used Quality Assurance Rubric which has been approved by shared governance. Any changes to the current Quality Assurance Rubric will be developed in consultation with governance.

- f) The SME will be paid \$2000 upon agreeing to create/convert a course, and \$5500 upon successful completion, implying the course passing Quality Assurance Review. Any new online course offered will have been compensated for its development.
- g) Should the administration be compelled to use a course developed that meets NJIT's academic standards for the delivery to students but deemed not acceptable in accordance with the Quality Assurance Rubric and, as a result the course as developed is used for no more than one offering of the course, the SME will be paid \$1750 in addition to the initial \$2000 payment, and may be denied the right of first refusal to teach the course more than once. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course being deemed unacceptable. Whether or not the denial of full compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- h) If the SME fails to deliver a course that passes Quality Assurance Review within the agreed-upon time, and the course is not offered as a result, the SME may be denied some or all of the remaining agreed upon compensation, and their right to future opportunities to develop/convert the same course. In such cases the SME will be given a written statement detailing the alleged deficiencies that resulted in the course not passing review. Whether or not the denial of some or all of the remaining compensation was reasonable, in light of what was actually produced to the university, is subject to appeal in accordance with the process as set forth in Exhibit B.
- i) Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product.
- j) In cases where a department does not have a qualified Instructional Staff Member willing to serve as an SME the Associate Provost for Online Programs, in consultation with the academic unit offering the course, may find a non-NJIT expert willing to develop the course under the terms discussed above.

2) Course Offerings and Instruction

- a) The Instructor who develops/converts a course will be given the "right of first refusal" to teach one section of the course the first five times it is offered. After the course has been taught two times, the course will be examined for its student course evaluation (by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) and

its successful passing of the SARA-related review (done by the College-appointed reviewer). Based on the results of the foregoing reviews the academic head of the unit offering the course shall determine if the Instructor's "right of first refusal" shall continue for the remaining three times the course is offered. If the Chairperson, or Dean in units without a Chairperson, determines that the course does not meet the standards, the Instructor's "right of first refusal" shall terminate.

- b) All Instructors of online courses must comply with all applicable standards for online learning established by the university in consultation with governance. This includes upholding any legal obligations applicable to such courses. If standards are not upheld (as determined by the Chairperson of the unit offering the course, or Dean in units without a Chairperson) the course will be offered to another qualified instructor in its subsequent offerings.
- c) The Large Class Multiplier (LCM) shall apply to courses with the following modifications: Classes will not exceed 30 students without the explicit approval from the appropriate Dean.
 - i) 31-43 students: LCM = 1.25
 - ii) 44-63 students: LCM = 1.50
 - iii) 64-84 students: LCM = 1.75
 - iv) 85+ students: LCM = 2.00
- d) Instructional Staff Members who are assigned to teach online learning courses, pursuant to the terms of this agreement, shall do so as part of their normal teaching load. As per current practices, University Lecturers and Senior University Lecturers may also teach online courses for additional compensation (i.e., adjunct contracts). In all cases, including when an online learning course is assigned to a University Lecturer or Senior University Lecturer, the LCM as set forth in Section II.2.c above shall apply, either through teaching release when on load or additional compensation in the case of adjunct contracts. In case of adjunct contracts, the LCM will be applied by way of a percentage increase in compensation per the LCM (e.g., if the course is contracted at \$X and the course has 32 students then the instructor will be entitled to 1.25(\$X) compensation).
- e) Online Learning courses shall first be assigned to SMEs with the right-of-first-refusal as specified above. Remaining courses/sections shall be assigned first to qualified Instructors who volunteer to teach these courses. If courses remain unassigned they shall be assigned by the Department Chairperson (or Dean in units without a Chairperson) to any qualified full-time instructional staff member if one is available.
- f) As part of their assignment, Instructors of online courses, like Instructors of all university courses, are expected to make simple course updates such as updating the course syllabus, modifying assignment due dates, and changing student assignments, if needed.
- g) In case an external SME is used to develop a course, they will be offered to teach the course under an adjunct contract at least once. If the course is offered more than once it

79D WKA

will be offered to a qualified full-time Instructional Staff Member, if there is one qualified to, and willing to teach the course.

- 3) It is understood and agreed that terms and conditions of employment associated with all other teaching modalities (in addition to asynchronous online) that were mandatory subjects of negotiation continue to be mandatory subjects of negotiation. While all terms and conditions embodied in the Collective Negotiations Agreement remain in effect, except to the extent modified by this agreement, the parties agree that they will continue to negotiate over additional mandatory terms and conditions that should be applied to teaching/learning modalities other than exclusively in-person instruction and asynchronous online instruction. Nothing in this MOA shall be construed as a waiver of the PSA's right to negotiate over such terms and conditions of employment, and nothing in this MOA shall be construed to expand PSA's right to negotiate over such terms and conditions of employment beyond PSA's right to negotiate prior to this MOA.

Fadi Pierre Deh
For NJIT

6/28/2022
Date

Walter Kononoff
For the PSA

6/22/22
Date

FAD
WKR



[Date]

[Instructor]

[College]

New Jersey Institute of Technology
University Heights, Newark, NJ 07102

Online Course Development Agreement

This letter serves to confirm your agreement to develop a fully online version of [Course Name]. For this work you will be paid in accordance with the Memorandum of Agreement between NJIT and the Professional Staff Association regarding Development and Delivery of Fully Online Courses Taught Asynchronously (the "Online Course MOA"). The Office of Online Programs will not assume costs associated with use rights for copyrighted materials used in connection with the development of the course. Rather, approval for such costs must be processed and approved through the existing procedures applicable to other courses at the university.

By signing this letter, you agree that course development will begin on [Date] and be completed for review by [Date]. The expectation is that the revised course will be complete and ready to be offered in an online mode for the [Semester] semester.

As part of this agreement, you are expected to work closely with an instructional designer from the Office of Digital Learning to ensure that the final product passes NJIT's Quality Assurance in eLearning rubric. This includes developing course content and lecture materials that are designed specifically with best practice for asynchronous course delivery. Video recordings and images in which students are identifiable cannot be used as part of course content. Before signing this agreement, you have reviewed the Quality Assurance in eLearning rubric and agree that if the online course that was developed fails to meet this rubric, or is not delivered by the agreed upon deadline, your right to receive the \$XXXXX payment may be forfeited in accordance with the terms of the Online Course MOA.

Final course materials produced according to this protocol are works-for-hire to which NJIT retains rights, subject to the SME's right to use these materials to teach courses in the future, at NJIT. In addition, the SME may use their written product (e.g., syllabi, lecture outlines, etc.) if they leave NJIT, but not the electronic product. As part of this agreement, you will receive a "right of first refusal" to teach one section of the course in the first five offerings of the course as

FAD WK

part of your normal teaching load, provided the conditions in the Online Course MOA are met. As part of this assignment, you agree to make simple course updates such as updating the course syllabus and changing student assignments, if needed.

When this revised course is offered online, there will be a cap of 30 students to ensure standards can be met. These standards include regular and substantive interaction with students and timely response to students' questions. In cases more than 30 students are registered, the provisions of the MOU with PSA will apply.

The Online Course MOA governs this agreement. To the extent that there is a conflict between the Online Course MOA and this agreement, the Online Course MOA shall govern.

A copy of the Quality Assurance in eLearning rubric has been included for your reference.

Signature: _____ Date: _____

FED *WIKI*

EXHIBIT B

Appeals Process for Appeals Pursuant to Sections II.1.g & h of the Memorandum of Agreement entitled "Development and Delivery of Fully Online Courses Taught Asynchronously."

- A. The exclusive avenue for the review of determinations made pursuant to Sections II.1.g & h of the Memorandum of Agreement on the "Development and Delivery of Fully Online Courses Taught Asynchronously" ("MOA") shall be through appeals filed pursuant to the following provisions. The exclusive remedy that can be awarded at any step of the appeals process is additional pay to the Subject Matter Expert ("SME") not to exceed the total amount of compensation listed in Section II.1.f of the MOA. Determinations made pursuant to these sections of the MOA shall not be subject to the grievance/arbitration provisions of the Agreement, unless otherwise noted.
- B. There shall be a three-step appeals process for appeals of determinations made pursuant to Sections II.1.g & h of the MOA. Appeals must first be filed with the Provost's office within thirty (30) days of the SME receiving written notification that the course they developed or converted pursuant to the MOA was deemed not acceptable in accordance with the Quality Assurance Rubric and/or that they would not receive full compensation as provided for under Section II.1.f-h of the MOA.
- C. The administration shall designate a Dean and the PSA shall designate a full-time member of the instructional staff to form a 1+1 Committee to hear initial appeals. Each party shall designate an alternate to serve in this capacity to hear appeals when their primary designee was involved in the course review process or otherwise has a conflict of interest. The process at the first step is intended to be informal. The administration's and the PSA's designees shall have the authority to resolve appeals on behalf of the respective parties.
- D. A meeting will be held with the 1+1 Committee within twenty days (20) days of the filing of the appeal. At this meeting the instructional staff member will set forth the bases for their appeal. The 1+1 Committee shall render a decision within ten (10) days of the meeting. If the 1+1 Committee accepts the instructional staff member's position, or another mutually agreed upon resolution is reached which is acceptable to all parties, the appeal shall be considered resolved.
- E. If the appeal is not resolved at the level of the 1+1 Committee the instructional staff member may refer it to the APRC for resolution, in writing to the Provost's office, within ten (10) days of receiving a written determination from the 1+1 Committee. Once constituted, the APRC will convene to hear the appeal as soon as reasonably practicable, but within the semester in which the appeal is filed and shall render its decision within ten (10) days after the Hearing.
- F. The APRC may hear appeals in person or by video conference and may consider more than one appeal in a single day. An expedited procedure shall be used that allows the party appealing to present for up to 30 minutes, with the option for the time to be extended at the option of the committee.
- G. If the APRC is deadlocked the appealing party may file an appeal of the matter to the University Provost for final resolution, which shall not be subject to further appeal. Appeals to the Provost shall be in writing and determined on the record. The Provost shall consider the appeal and make a determination within thirty (30) days of the receipt of the appeal.
- H. For the purposes of this Appeals Process "days" shall be defined in accordance with Article VI.D.5 of the Agreement.



Your NVA Vision Benefit Summary

Schedule of Vision Benefits

Benefit Frequency	Participating Provider	Non-Participating Provider
Examination Once Every 12 Months	<ul style="list-style-type: none"> Covered 100% After \$10 copay 	Reimbursed Amount <ul style="list-style-type: none"> N/A
Fit/Follow-Up*** Once Every 12 Months Standard Daily Wear Standard Extended Wear Specialty Wear	<ul style="list-style-type: none"> Covered 100% after \$20 copay Covered 100% after \$30 copay Covered 100% after \$50 copay 	<ul style="list-style-type: none"> N/A N/A N/A
Lenses Once Every 24 Months <ul style="list-style-type: none"> Single Vision Bifocal Trifocal Lenticular Polycarbonates (under age 19) 	Standard Glass or Plastic <ul style="list-style-type: none"> Covered 100% After \$25 copay Covered 100% 	<ul style="list-style-type: none"> N/A N/A N/A N/A N/A
Frame Once Every 24 Months	Retail Allowance <ul style="list-style-type: none"> Up to \$130 (20% discount off balance)* 	<ul style="list-style-type: none"> N/A
Contact Lenses Once Every 24 Months Elective Contact Lenses Medically Necessary****	In lieu of Lenses & Frame <ul style="list-style-type: none"> Up to \$130 Retail (15% discount (Conventional) or 10% discount (Disposable) off balance)** Covered 100% 	In lieu of Lenses & Frame <ul style="list-style-type: none"> N/A N/A

NJIT

Effective 05/01/2022
Group Number# 1371

How Your Vision Care Program Works

Eligible members and dependents are entitled to receive a vision examination and contact lens evaluation/fitting once every 12 months and one (1) pair of lenses and a frame or contact lenses once every 24 months from last date of service.

For your convenience, at the start of the program, you will receive two identification cards with participating providers in your zip code area listed on the back. At the time of your appointment, simply present your NVA identification card to the provider or indicate that your benefit is administered by NVA. The provider will contact NVA to verify eligibility. A vision claim form is not required at an NVA participating provider.

Be sure to inform the provider of your medical history and any prescription or over-the-counter (OTC) medications you may be taking.

To verify your benefit eligibility prior to calling or visiting your eye care provider, please visit our website at www.e-nva.com, or download our mobile app by searching NVA Vision, or contact NVA's Customer Service Department toll-free at 1.800.672.7723 (TDD line 1-888-820-2990) or NVA's Interactive Voice Response (IVR). Customer Service is available 24 hours a day, 7 days a week, 365 days a year. Any question any time.

If you are not a registered subscriber, you can still search our providers online by selecting the "Find a Provider" link on our home page. Enter group number **13710001** or the group number on the identification card and enter in your search parameters. It's that easy!

*Does not apply to Wal-Mart / Sam's Club or Lenscrafters locations or for certain proprietary brands. **Does not apply to Wal-Mart/Sam's Club, Lenscrafters, Contact Fill (NVA Mail Order) or certain locations at: Target, Sears, Pearle, & K-Mart and may be prohibited by some manufacturers. ***Only covered if you choose Contact Lenses. ****Pre-approval from NVA required.

Fixed prices/courtesy discount do not apply at Walmart/Sam's Club and LensCrafters locations.

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option pricing list below:

- | | | |
|---|--|--|
| <ul style="list-style-type: none"> \$75 Polarized \$30 Blended Bifocal (Segment) \$40 Blue Light Blocker (Standard) \$60 Blue Light Blocker (Premium) \$150 Blue Light Blocker (Ultra) \$12 Fashion Gradient \$20 Glass Photogrey (Single Vision) \$30 Glass Photogrey (Multi-Focal) \$55 High Index \$12 Ultraviolet Coating | <ul style="list-style-type: none"> \$25 Polycarbonate (Single Vision) 19 & over \$30 Polycarbonate (Multi-Focal) 19 & over \$10 Scratch-Resistant Coating (Standard) \$65 Transitions Single Vision (Standard) \$70 Transitions Multi-Focal (Standard) \$10 Solid Tint \$40 AR Coating – Tier 1 \$50 AR Coating – Tier 2 \$65 AR Coating – Tier 3 \$80 AR Coating – Tier 4 | <ul style="list-style-type: none"> 20% discount AR Coating – Tier 5 \$50 Progressive Tier -1 \$80 Progressive – Tier 2 \$100 Progressive – Tier 3 \$120 Progressive – Tier 4 \$140 Progressive – Tier 5 \$165 Progressive – Tier 6 \$190 Progressive – Tier 7 20% discount Progressive – Tier 8 \$39 Retinal Screening |
|---|--|--|

For lens options & services purchased from a participating NVA provider, NVA members will only pay the fixed maximum amount or the provider's Usual and Customary (U&C) charge less 20%, whichever is less. Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price. Fixed prices are available in-network only. In certain states, members may be required to pay the full retail amount and not the negotiated discount amount at certain participating providers. Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program. Participating providers are not contractually obligated to offer sale prices in addition to outlined coverage. Regardless of medical or optical necessity, vision benefits are not available more frequently than specified in your policy.



Get a Better View

Plan Specific Details Online: The NVA website is easy to use and provides the most up to date information for program participants:
 -Locate a nearby participating provider by name, zip code, or City/State, Verify eligibility for you or a dependent
 -View benefit program and specific detail, Review claims, Print ID cards (when applicable), Nominate a non-participating provider to join the NVA network

Examinations: The comprehensive exam includes case history, examination for pathology or anomalies, visual acuity (clearness of vision), refraction, tonometry (glaucoma test) and dilation (if professionally indicated).

Lenses: NVA provides coverage in full for standard glass or plastic eyeglass lenses.

Frames: Select any frame from the participating provider's inventory. Any amount in excess of your plan allowance is the member's responsibility. Frame choices vary from office to office. (Visit NVA's website to view the Benefit maximizer Program)

Contact Lenses: The contact lens benefit includes all types of contact lenses such as hard, soft, gas permeable and disposable lenses. Medically necessary contact lenses includes fitting and follow up and may be covered with prior authorization when prescribed for: post cataract surgery, correction of extreme visual acuity problems that cannot be corrected to 20/70 with spectacle lenses, Anisometropia or Keratoconus.

Laser Eye Surgery: NVA has chosen **The National LASIK Network** to serve their members. This network was developed by **LCA Vision** in 1999 and is one of the largest panels of LASIK surgeons in the U.S. Members are entitled to significant discounts and a free initial consultation with all in-network providers.

Hearing Discount: You will receive up to up to 60% savings at participating provider locations through NationsHearing®

Discounts: In addition to your funded benefit you are eligible to access the **EyeEssential® Plan discount** (in Network Only) on additional purchases during the plan period. Please see table for more detail regarding NVA's discount plan:

*Discount is not applicable to mail order; however, you may get even better pricing on contact lenses through Contact Fill.

Your NVA EyeEssential® Plan Discount – In Network Only		
Service	Participating Provider	Lens Options
Eye Examination:	Member Cost: Retail Less \$10	\$12 Solid Tint/ Gradient Tint \$50 Standard Progressive Lenses \$75 Polarized Lenses \$65 Transitions Single Vision Standard \$70 Transitions Multi-Focal Standard \$15 Standard Scratch Coating \$12 UV Coating \$35 Polycarbonate \$45 Standard Anti-Reflective
Contact Lens Fitting:	Retail Less 10%	
Lenses:	Glass or Plastic	
Single Vision	\$35.00	
Bifocal	\$55.00	
Trifocal or Lenticular	\$70.00	
Frame:	Retail Less 35%	
Contact Lenses*:	Member Cost:	
Conventional	Retail Less 15%	
Disposable	Retail Less 10%	

Lens options purchased from a participating NVA provider will be provided to the member at the amounts listed in the fixed option price list above.

Options not listed will be priced by NVA providers at 20% off the Provider's Retail (U&C) price.

Wal-Mart / Sam's Club and Lenscrafters stores do not provide additional discounts.

Some optometrist affiliated with Optical Retail locations (i.e., LensCrafters, Walmart, Visionworks, etc.) are independent providers and may not participate in the NVA program.

At NVA, We Work Only for Our Clients.

Exclusions / Limitations: No payment is made for medical or surgical treatments / Rx drugs or OTC medications / non-prescription lenses / two pair of glasses in lieu of bifocals / subnormal visual aids / vision examination or materials required for employment / replacement of lost, stolen, broken or damaged lenses/ contact lenses or frames except at normal intervals when service would otherwise be available / services or materials provided by federal, state, local government or Worker's Compensation / examination, procedures training or materials not listed as a covered service / industrial safety lenses and safety frames with or without side shields / parts or repair of frame / sunglasses.

National Vision Administrators, L.L.C. • PO Box 2187 • Clifton, NJ 07015
 Web: www.e-nva.com • App: App Store or Google Play • Toll-Free: 1.800.672.7723
 NVA® and EyeEssential® are registered marks of National Vision Administrators, L.L.C.

This document is intended as a program overview only and is not a certified document of the individual plan parameters.

