

1 MEMORANDUM OF AGREEMENT

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4 This Memorandum of Agreement, made this 8<sup>TH</sup> day of  
5 October, 2013, by and between the Professional Staff Association  
6 Inc./AAUP (PSA) and the New Jersey Institute of Technology (NJIT), the  
7 Parties.

- 8
- 9 1. This Memorandum of Agreement, together with all attachments  
10 incorporated and referenced herein, and the Side Letter Agreement  
11 concerning Lecturers, to be executed simultaneously with this  
12 Memorandum of Agreement, represents the culmination of good  
13 faith negotiations between the Parties and constitutes the entire  
14 agreement of the Parties relative to terms and conditions of the  
15 successor collective negotiations agreement for the term July 1,  
16 2011 to June 30, 2015, hereafter referred to as the "Agreement".  
17
- 18 2. Except as otherwise set out hereafter, including in the exhibits  
19 referenced herein, and the Side Letter Agreement concerning  
20 Lecturers, the provisions of the expired Collective Negotiations  
21 Agreement, with the term July 1, 2003 to June 30, 2007, (Exhibit 1)  
22 as amended by Memoranda date November 19, 2009 and April 28,  
23 2009 (Exhibits 2 and 3) shall be recertified to and incorporated into  
24 a successor Collective Negotiations' Agreement, the "Agreement",  
25 with limited amendments relative to dates and paragraph heading,  
26 and amendments necessitated by such revision, additions and  
27 inclusions. The Parties agree to use all reasonable diligence to draft  
28 and finalize a comprehensive agreement containing all terms and  
29 conditions of the successor Agreement in a timely manner.  
30
- 31 3. **Agreement Term** – The Agreement shall be for a term of four years,  
32 commencing July 1, 2011 and ending June 30, 2015.  
33

34 4. **Recognition** – Article II A. The title of Special Lecturers shall be  
35 replaced and the phrase “Lecturers, including, but not limited to,  
36 University Lecturer and Senior University Lecturer” shall be inserted.  
37

38 Article II B. – Insert, full time assistant coaches in accordance with  
39 attached Agreement dated July 13, 2010, Exhibit 4.  
40

41 5. **Grievance Procedure** – Article VI – To be adjusted to incorporate  
42 changes required by just cause provisions related to discipline set  
43 forth in the attached Exhibit 5.  
44

45 6. **Just Cause Status** – Effective July 1, 2014, eligible professional staff  
46 shall obtain just cause status as set forth in the attached Exhibit 5.  
47 Article IX, Professional Staff, will be amended to incorporate  
48 changes required by the provisions of Article 5 related to just cause  
49 status, and the phasing out of contractual expectation.  
50

51 7. **Lecturers** – A new provision shall be inserted into the Agreement  
52 applicable to University Lecturers and Senior University Lecturers  
53 with terms and conditions as set forth in, Exhibit 6 (Exhibit 2 and  
54 the Memorandum of Agreement dated May 31, 2007), as modified  
55 by this Agreement, and the “Promotion to the Position of Senior  
56 University Lecturer” document attached as Exhibit 7.  
57

58 8. **Conditions of Employment** – Article XIII  
59

60 A. Revise Appendices to update as appropriate.

61 B. Compensation Plan Sections 2 and 3 and 6, – Revise and/or  
62 amend to reflect terms below.  
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64  
65

66 PERFORMANCE BASED COMPENSATION PLANS<sup>1</sup>

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68 **Faculty**

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70 For all four (4) years of the Agreement salary increases shall be  
71 determined by the method as set forth herein and in the  
72 Memorandum of Agreement dated December 23, 2010, (Exhibit 8)  
73 as revised and updated by Exhibit 9. This does not cover Academic  
74 Administrators who are addressed below. For the duration of the  
75 Agreement there will be no salary caps.

76  
77 The pool for each year shall be calculated as follows:

78  
79 Fiscal Year 2012 – Year 1 – 1.75% of the eligible faculty salary base  
80 Fiscal Year 2013 – Year 2 – 1.75% of the eligible faculty salary base  
81 Fiscal Year 2014 – Year 3 – 2.75% of the eligible faculty salary base  
82 Fiscal Year 2015 – Year 4 – 3.5% of the eligible faculty salary base

83  
84 **Year 1**

85  
86 In year 1 of the Agreement all faculty who are eligible for an  
87 increase and in active employment as of the date of the ratification  
88 of this Agreement shall receive a retroactive 1.75% across the  
89 board increase to their base salary.

90  
91 **Year 2**

92  
93 In year 2 of the Agreement all faculty who are eligible for an  
94 increase and in active employment as of the date of the ratification

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<sup>1</sup> “Eligibility” for increases, as referred to in this Agreement shall mean that employees in their first year of employment are not eligible for increases affected during their first year of employment. First year of employment for purposes of this Agreement shall be defined as the period of time from date of hire in an Association represented position to the ensuing July 1<sup>st</sup> but no less than six (6) full months and no greater than eighteen (18) months.

95 of this Agreement shall receive a retroactive 1.75% across the board  
96 increase to their base salary.

97

98 Years 3 and 4

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100 In Years 3 and 4 of the Agreement, faculty shall be evaluated using  
101 the full PBSIDS Program and ranking shall be by department.

102

103 Ninety-five percent (95%) of the salary pool will be assigned, by  
104 ratio of the total faculty salary for the Department to the total  
105 faculty salary for the University. Said amount shall be distributed  
106 to faculty at the Department level based upon PBSIDS ranking. The  
107 remaining 5% of the pool attributable to each Department will be  
108 assigned back to the university and shall be awarded at the Provost  
109 level based upon the recommendation of the Chairs, with the  
110 review and approval of the Deans and Provost. The 5% pool shall  
111 be used to address anomalies, inequities and to reward  
112 performance not sufficiently recognized. After the Provost finalizes  
113 how the 5% pool will be distributed he or she will provide the PSA  
114 with a list of the individuals who will receive monies from this pool  
115 and how much each such individual will receive, prior to  
116 distribution. Such awards are not subject to the appeal or  
117 grievance process.

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119 The maximum award shall be no greater than 1.5 times the average  
120 distribution. For the University overall, 90% of individual faculty  
121 members will receive awards of at least 40% of the average award  
122 based on the total pool, and 80% of individual faculty members will  
123 receive awards of at least 55% of the average award based on the  
124 total pool. The distribution must satisfy these constraints.

125

126 Prior to final Provost approval of the overall ranking and  
127 distribution of all awards in Years 3 and 4, the PSA will be provided  
128 with the proposed ranking and award distribution data, Within 14

129 days (as defined by Article VI), thereafter the PSA may submit any  
130 concerns that it has with regard to the award distribution. Any  
131 preliminary concerns raised shall be given good faith consideration  
132 by the Provost, who will respond to the PSA in writing within 14  
133 days under Article VI. The right to raise concerns prior to  
134 distribution shall not limit the subsequent right of Faculty members  
135 to file appeals under the appeals procedures.

136  
137 Newly hired Assistant Professors, defined as faculty in their first 3  
138 years of employment, who as a result of their PBSIDS ranking are  
139 awarded increases under the adjusted average, shall receive the  
140 adjusted average for that year, subject to the Department Chair's  
141 approval. Adjusted average is defined as the departmental pool  
142 percentage calculated after adjusting (reducing) the original  
143 departmental pool for monies attributable to significant formal  
144 service pool, newly hired Assistant Professors pool, and any other  
145 adjustment(s) made at the departmental level pursuant to the terms  
146 of the Agreement. Such adjustments are made against the 95%  
147 portion of the salary pool. If the new faculty member ranks above  
148 the adjusted average, he/she gets the higher award.

149  
150 A faculty member on Family Leave, or sick leave for at least one full  
151 semester during the year of review, shall receive an increase equal  
152 to the state across-the-board average for the year in question (i.e.,  
153 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015) A faculty  
154 member on sabbatical leave for at least one full semester during  
155 the year of review shall receive an increase equal to the adjusted  
156 average award for that year.

157  
158 Faculty who perform significant assigned administrative duties as  
159 determined by the university, and who as a result of their  
160 performance of such administrative duties are, based on their  
161 PBSIDs ranking, awarded increases under the adjusted average,  
162 may receive the adjusted average for that year, upon the

163 recommendation of the Department Chair and approval of the Dean  
164 and Provost. If the faculty member ranks above the adjusted  
165 average, he/she gets the higher award.  
166

167 The exclusive avenue for the review of individual awards shall be  
168 through the existing appeals process as modified below. Further,  
169 individual awards shall not be subject to the grievance/arbitration  
170 provisions of the Agreement, unless otherwise noted. Increased  
171 awards resulting from successful appeals or from the settlement of  
172 appeals shall be deducted from the next available pool fund,  
173 however the amount deducted from the next available pool shall  
174 not exceed the annual value of any increase resulting from a  
175 successful appeal or settlement. Said deductible amount shall be  
176 calculated by the Department of Human Resources and transmitted  
177 to the PSA for the year in question.  
178

#### 179 Faculty Merit Appeals Process

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- 181 • Grounds for a merit appeal shall be:
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  - 183 ○ A material violation of the Merit Procedure which
  - 184 impacts the award, and/or;
  - 185 ○ A material factual inconsistency with the record which
  - 186 impacts the award, and/or;
  - 187 ○ A merit award that is not in accord with the PBSIDS
  - 188 criteria
- 189

190 Awards distributed by the Provost from the 5% pool are not subject  
191 to the faculty merit awards appeals process.  
192

193 Automatic appeals will be eliminated. Individual Faculty members  
194 will have 25 days as defined in the CBA, Article VI, to file appeals  
195 from the date the University mails them formal notification of the  
196 award or the failure to receive an award. The University will retain

197 proof of mailing to the Faculty member's last known address, and  
198 will provide electronic notification of the award to the Faculty  
199 member and the PSA on or before the date it is mailed. Such  
200 appeals should set forth the specific bases on which the appeal is  
201 being filed. In order to prevail on an appeal an individual faculty  
202 member will have to establish that an appealable violation, as  
203 defined above, occurred, by a preponderance of the evidence.  
204

205 All appeals shall be heard pursuant to the existing 2+2 Committee  
206 Process.

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208 **Academic Administrators**

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210 Academic Administrators shall be defined as Administrators with  
211 faculty rank who perform administrative services and who receive a  
212 stipend for such services and/or have no teaching load, e.g.,  
213 Department Chairs. All other faculty in the PSA bargaining unit  
214 who perform administrative services shall be included in the faculty  
215 pool and shall be evaluated and ranked under the PBSIDS Program.  
216

216

217 For all four (4) years of the Agreement all increases in faculty salary  
218 for Academic Administrators shall be awarded by the Dean with the  
219 review and approval of the Provost.

220

221 The pool for each year shall be calculated as follows:

222

223 Fiscal Year 2012 – Year 1 – 1.75% of eligible Academic  
224 Administrators' salary base

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226 Fiscal Year 2013 – Year 2 – 1.75% of eligible Academic  
227 Administrators' salary base

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229 Fiscal Year 2014 – Year 3 – 2.75% of eligible Academic  
230 Administrators' salary base

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Fiscal Year 2015 – Year 4 – 3.5% of eligible Academic Administrators’ salary base

Year 1

In year 1 of the Agreement all Academic Administrators who are eligible for an increase and in active employment of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Year 2

In year 2 of the Agreement all Academic Administrators who are eligible for an increase and in active employment as of the date of the ratification of this Agreement shall receive a retroactive 1.75% across the board increase to their base salary.

Years 3 and 4

In Years 3 and 4 of the Agreement, the Academic Administrator pool shall be distributed in accordance with the existing Academic Administrator Merit Program as modified below.

There shall be no step awards and it is agreed that the imputed step award program and practice has been sunsetted, and shall not be incorporated or continued for the term of this Agreement.

The exclusive avenue for the review of awards shall be through the previously existing appeals process. See, Exhibit 1. Further, individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.

265 An academic administrator on Family Leave, or sick leave for at  
266 least one full semester during the year of review, shall receive an  
267 increase equal to the state across-the-board average for the year  
268 in question (i.e., 1% for Fiscal year 2014, 1.75% for Fiscal Year  
269 2015) An academic administrator on sabbatical leave for at least  
270 one full semester during the year of review shall receive an increase  
271 equal to the adjusted average award for that year.

272  
273 **Lecturers**

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275 All Lecturers in active employment and eligible for an increase on  
276 the date the Agreement is ratified shall receive retroactive across-  
277 the-board increases, as set forth below, for the first two (2) years  
278 of the Agreement. For the last two (2) years of the Agreement  
279 salary increases shall be based on a Lecturers' ranking under the  
280 PBSIDS Program as set forth herein and in the Memorandum of  
281 Agreement dated December 23, 2010, (Exhibit 7) as revised and  
282 updated by Exhibit 9 Ranking shall be based on Teaching only,  
283 adjusted to 12 contact hours.

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285 The pool for each year shall be as follows:

286  
287 Fiscal Year 2012 – Year 1 – 1.75% of eligible lecturers' salary base  
288 Fiscal Year 2013 – Year 2 – 1.75% of eligible lecturers' salary base  
289 Fiscal Year 2014 – Year 3 – 2.75% of eligible lecturers' salary base  
290 Fiscal Year 2015 – Year 4 – 3.5% of eligible lecturers' salary base

291  
292 The existing salary matrix shall be revised to eliminate steps. In  
293 Year 1 of the Agreement using the existing salary matrix the top of  
294 the lecturer ranges shall be increased by 2.75%. The minimum  
295 hiring rate shall be no lower than the lowest salary received by a  
296 currently employed lecturer during the applicable year. This salary  
297 matrix range shall apply to all 4 years of the Agreement.

298 Individual salary increases above the applicable range shall be paid  
299 in cash.

300

301 Year 1

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303 In year 1 of the Agreement all Lecturers who are in active  
304 employment and eligible for an increase as of the date of the  
305 ratification of this Agreement shall receive a retroactive 1.75%  
306 across the board increase to their base salary. To the extent that  
307 this results in a salary that would exceed the salary cap the balance  
308 will be paid in cash.

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310 Year 2

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312 In year 2 of the Agreement all Lecturers who are in active  
313 employment and eligible for an increase as of the date of the  
314 ratification of this Agreement shall receive a retroactive 1.75%  
315 across the board increase to their base salary. To the extent that  
316 this results in a salary that would exceed the salary cap the balance  
317 will be paid in cash.

318

319 Years 3 and 4

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321 In Years 3 and 4 of the Agreement all lecturers shall be evaluated  
322 using the PBSIDS Program (teaching only).

323

324 Ninety five percent (95%) of the pool will be assigned, by ratio of  
325 the total lecturer salary for the Department to the total lecturer  
326 salary for the University. Said amount shall be distributed to  
327 lecturers at the Department level based upon PBSIDS ranking.

328

329 The maximum award shall be no greater than 1.5 times the average  
330 distribution. For the University overall, 90% of individual lecturers  
331 will receive awards of at least 40% of the average award based on

332 the total pool, and 80% of individual lecturers will receive awards of  
333 at least 55% of the average award based on the total pool. The  
334 distribution must satisfy these constraints.

335

336 The remaining 5% of the pool attributable to each Department will  
337 be assigned to the University and shall be awarded at the Provost  
338 level based upon the recommendation of the Chair, with the review  
339 and approval of the Dean and Provost. The 5% pool shall be used  
340 to address anomalies, inequities and to reward performance. After  
341 the Provost finalizes how the 5% pool will be distributed he or she  
342 will provide the PSA with a list of the individuals who will receive  
343 monies from this pool and how much each such individual will  
344 receive, prior to distribution.

345

346 A lecturer on Family Leave, or sick leave for at least one full  
347 semester during the year of review, shall receive an increase equal  
348 to the state across-the-board average for the year in question (i.e.,  
349 1% for Fiscal year 2014, 1.75% for Fiscal Year 2015)

350

351 The exclusive avenue for the review of individual awards shall be  
352 through the agreed upon Lecturer Merit Appeal Program as  
353 referenced herein. Further, individual awards shall not be subject  
354 to the grievance/arbitration provisions of the Agreement, unless  
355 otherwise noted. Appeals for Years 3 and 4 are available for all  
356 Lecturers. Successful appeals or any awards which result from the  
357 settlement of appeals shall be deducted from the next available  
358 pool fund, however the amount deducted from the next available  
359 pool shall not exceed the annual value of any increase resulting  
360 from a successful appeal or settlement. Said deductible amount  
361 shall be calculated by the Department of Human Resources and  
362 transmitted to the PSA for the year in question.

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366 Lecturer Merit Appeals Process

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368 The Lecturer Merit Appeal Process shall be based on the Faculty  
369 Merit Appeal Process agreed to under this Agreement.

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- Grounds for a merit appeal shall be:

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- A material violation of the Merit Procedure which impacts the award, and/or;

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- A material factual inconsistency with the record which impacts the award, and/or;

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- A merit award that is not in accord with the PBSIDS criteria.

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Awards distributed by the Provost from the 5% pool are not subject  
381 to the Lecturer Merit Appeals process.

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Individual Lecturers will have 25 days, as defined in the CBA (Article  
384 VI), to file appeals, calculated from the date the University mails  
385 them formal notification of the award, or the failure to receive an  
386 award. The University will retain proof of mailing to the Faculty  
387 member's last known address, and will provide electronic  
388 notification of the award on or before the date it is mailed. Such  
389 appeals should set forth the specific bases on which the appeal is  
390 being filed. In order to prevail on an appeal an individual Lecturer  
391 will have to establish that a grievable violation, as defined above,  
392 occurred, by a preponderance of the evidence.

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All appeals shall be heard pursuant to the same process by which  
395 faculty Merit Appeals are heard, with a separate 2+2 Committee of  
396 Lecturers and Administrators established for this purpose.

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400            **Professional Staff**

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402            For all four (4) years of the Agreement all increases in salary shall  
403            be based on the Compensation Program as set forth below, in,  
404            **Exhibit 10**, the “Performance Evaluation Form”, and **Exhibit 11**,  
405            “Professional Staff Exceptional Compensation Award Program.” The  
406            pool for each year shall be calculated as follows:

407

408            Fiscal Year 2012 – Year 1 – 1.75% of eligible Professional Staff  
409            salary base

410

411            Fiscal Year 2013 – Year 2 – 1.75% of eligible Professional Staff  
412            salary base

413

414            Fiscal Year 2014 – Year 3 – 2.75% of eligible Professional Staff  
415            salary base

416

417            Fiscal Year 2015 – Year 4 – 3.5% of eligible Professional Staff salary  
418            base

419

420            The existing salary matrix shall be revised to eliminate steps. In  
421            Year 1 of the Agreement the top of the ranges shall be increased by  
422            2.75%. Salary minimums shall be increased by 2.75% at the  
423            beginning of Year 4 of the Agreement. Otherwise, this salary matrix  
424            range shall apply to all 4 years of the Agreement. Individual salary  
425            increases above the applicable range shall be paid in cash. All  
426            newly hired staff members will be paid no less than the then-  
427            existing minimum rate for their position commencing on their date  
428            of hire.

429

430            For Years 1 and 2 of the Agreement, effective July 1, 2011, and July  
431            1, 2012, respectively, all eligible employees , shall be given  
432            retroactive across the board increases of 1.75%, provided that they  
433            are in active employment as of the ratification date of the

434 Agreement. To the extent that this results in a salary that would  
435 exceed the salary cap the balance will be paid in cash.

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438 For Year 3 of the Agreement, merit effective July 1, 2013, the  
439 existing evaluation forms covering the work period July 1, 2012  
440 through June 30, 2013 shall be used. Beginning in Year 4 a new  
441 performance evaluation form will be used. A copy of the new  
442 performance evaluation form is set forth in Exhibit 10.

443

444 For Years 3 and 4 of the Agreement, Fiscal Years 2014 and 2015, a  
445 portion of the merit pool shall be used to reward performance in  
446 the category of "Exceptional", and up to 20% of the eligible  
447 professional staff population at each Vice President level may  
448 qualify for such awards. In each year those placed in the "Does Not  
449 Meet Expectations" category, but no more than 4% of the total  
450 employees in the bargaining unit, shall receive no award. For Years  
451 3 and 4, the remaining balance of the pool funds, after  
452 "Exceptional" awards are determined, shall be used to grant a fixed  
453 percentage award to those in the "Meets Jobs Requirements"  
454 category.

455

456 In Year 3 of the Agreement, the percentage award for the  
457 "Exceptional" category will be 3.5%. Those placed in this category  
458 shall be those with the highest numerical ratings, not to exceed  
459 20%, in each Vice Presidential area. Employees with ratings of 4 or  
460 higher shall be placed in the "Does Not Meet Expectations  
461 Category" and will receive no awards, except that no more than 4%  
462 of the employees in the bargaining unit shall be placed in this  
463 category.

464

465 In Year 4, the percentage award for those in the Exceptional  
466 category will be 5%. A list of those receiving "Exceptional" awards

467 and supporting written documentation shall be provided to the  
468 PSA.

469  
470 In Year 4, evaluations should be given to the employee no later  
471 than September 1, 2014, and awards should be finalized and  
472 increases distributed no later than the first full pay period in  
473 December of 2014. If all evaluations for Professional Staff  
474 members in any Vice Presidential area are not given to the  
475 employees by September 1<sup>st</sup>, (with the exception of circumstances  
476 where the fact that an employee is on sick leave or family medical  
477 leave makes it unreasonably difficult to complete their evaluation  
478 by this date) the merit program will not be implemented in that  
479 area and all Professional Staff members in that area shall receive  
480 across-the-board increases of 3.5%. If awards are not finalized  
481 and distributed for all Professional Staff members at NJIT by the  
482 first full pay period in December of 2014, then the merit program  
483 will not be implemented in any Vice Presidential area, and all  
484 Professional Staff members shall receive across-the-board  
485 increases of 3.5%. In such event, however, the evaluations shall  
486 remain effective for other purposes subject to any rights to  
487 challenge such evaluations that employees may have under the  
488 Agreement.

489  
490 These deadlines shall not apply in extraordinary circumstances  
491 beyond the control of the parties, which could not be reasonably  
492 foreseen and which renders the administration unable to meet its  
493 obligations, which may include, depending on the scope and length  
494 of the incident, "acts of God" such as, riots, exceptional weather  
495 conditions causing the closure of the university (hurricanes, floods,  
496 earthquakes), explosions, accidents, computer outages, strikes,  
497 chemical contamination, acts of governmental authorities, and the  
498 like. In such event, the parties will work in good faith to establish  
499 reasonable extensions to the timelines in order to complete the  
500 contractual obligations in a timely manner.

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Professional Staff Merit Appeal Process

In Years 3 and 4 of the Agreement appeals may be filed by any staff member not awarded an increase. In Year 3 placement of staff in the “Meets Job Requirement” category shall not be appealable. In Year 4, 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.

- Grounds for a merit appeal shall be:
  - A material violation of the Merit Procedure which impacts the award, and/or;
  - A material factual inconsistency with the record which impacts the award.

Such appeals should set forth the specific bases on which the appeal is being filed. Individual appeals 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 on or before the date it is mailed. Days shall be defined in accordance with the definition in Article VI of the Agreement.

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.

Successful appeals, or any awards which result from the settlement of appeals, shall be deducted from the next available pool fund,

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

540

541 The exclusive avenue for the review of individual awards shall be  
542 through the appeal process as referenced herein. Further,  
543 individual awards shall not be subject to the grievance/arbitration  
544 provisions of the Agreement.

545

546 Initially all appeals must be considered by the divisional Vice  
547 President in consultation with the supervisor(s) who may grant or  
548 deny the petition within 14 days (under Article VI) of the appeal  
549 being filed. If the appeal is granted or otherwise resolved, any  
550 additional award shall be deducted from the next available  
551 performance pool fund, however the amount deducted from the  
552 next available pool shall not exceed the annual value of any  
553 increase resulting from a successful appeal or settlement. Said  
554 deductible amount shall be calculated by the Department of Human  
555 Resources and transmitted to the PSA for the year in question.

556

557 If the appeal is not granted, or otherwise resolved, within 14 days  
558 (as defined by Article VI of the CBA, Exhibit 1) of when it was filed,  
559 and the individual wishes to pursue an appeal, it shall be handled  
560 in accordance with the following process.

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563 Such individual will file a notice of intent to pursue the appeal  
564 within 14 days (as defined by Article VI of the CBA, Exhibit 1) of  
565 when they receive notice that the appeal below was not granted. A  
566 2+2 Committee shall be established to hear Professional Staff Merit  
567 appeals. The Appeals Committee shall consist of two (2) members  
568 chosen by the administration and two (2) members chosen by the

569 Association. In cases where the Committee is deadlocked, the  
570 Association may, at its discretion, elect to pursue the matter to  
571 binding arbitration. In cases which are brought to arbitration the  
572 cost for the arbitrator shall be divided equally between the  
573 University and the Association.

574

575 The parties shall select an arbitrator to hear all appeals advanced to  
576 arbitration by the Association.

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9.

579 **A. Health Benefits** – It is understood and agreed that the existing  
580 article on State Health Benefits Article XIII D shall be amended to  
581 provide as follows:

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583 It is agreed that the State Health Benefits Program, and any rules  
584 and regulations governing its application, including amendments or  
585 revisions thereto shall be applicable to employees covered by this  
586 Agreement. The University agrees to continue to participate in the  
587 State Health Benefits Program for the duration of this Agreement.

588

589 It is agreed that changes in benefits or open enrollment periods  
590 adopted by the State Division of Pensions and Benefits for State  
591 employees are a requirement for continued participation in the State  
592 Health Benefits Program and the parties recognize that such  
593 changes shall apply to employees represented by the Union. It is  
594 agreed that changes, corrections or reinterpretations of the Program  
595 promulgated by the State including changes in plan operators, in  
596 co-payments and contributions, or other changes or modifications,  
597 are applicable to employees covered by this Agreement and shall be  
598 incorporated into the Agreement and thereafter be applicable to all  
599 employees. It is specifically understood that the provisions of the  
600 Pension and Health Benefits Reform 2011 legislation under Chapter  
601 78, P.L. shall be applicable to all employees covered by this  
602 Agreement.

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Where an employee utilizes any type of leave, whether paid or unpaid, he or she shall continue payment of health plan premiums at the same level as those that he/she 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 his accrued vacation, sick, and/or administrative leave accruals for any leave, his 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, his or her 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.

637 **B. Eye Care Program**

638  
639 1. It is agreed that Eye Care Program shall include all employees  
640 and their eligible dependents (spouse, domestic partner, civil  
641 union partner and unmarried children under 26 years of age who  
642 live with the employee in the regular parent-child relationship).  
643 The coverage shall be \$35 for regular glasses and \$40 for bifocal  
644 the current plan.

645  
646 2. The extension of benefits to dependents shall be effective  
647 only after the employee has been continuously employed for a  
648 minimum of sixty (60) days.

649  
650 3. Full-time employees and eligible dependants as defined  
651 above shall be eligible for a maximum payment of \$35 on the  
652 cost, whichever is less, of an eye examination by an  
653 Ophthalmologist or an Optometrist.

654  
655 4. Each eligible employee and dependent may receive  
656 only one (1) payment for glasses and one payment for  
657 examinations during the period of July 1, 2011 to June 30, 2013,  
658 and one (1) payment for the period July 1, 2013 to June 30,  
659 2015. This program ends on June 30, 2015. Proper affidavit and  
660 submission of receipts are required of the employee in order to  
661 receive payment.

662  
663 10. **Family Leave:** The Family Leave provisions of the Agreement shall  
664 be amended and/or revised to incorporate existing state and federal  
665 requirements.

666  
667 11. **Discipline:** The Parties shall incorporate the provisions of the  
668 notice of discipline and/or investigative meetings Memorandum of  
669 Agreement dated April 15, 2013 into the Agreement. (Exhibit 12)

670

- 671 12. Tuition Remission Policy: This shall reaffirm that the PSA adopts  
672 the attached Tuition Remission Policy (Exhibit 13), which shall be  
673 updated to include the applicable provisions of Exhibit 2 and to  
674 further provide that members of the PSA bargaining unit shall be  
675 entitled to receive tuition remission benefits for employees during  
676 their first year of employment for courses taken at NJIT.  
677
- 678 13. Appendix H, Letter of Understanding Off Campus/Irregular Hours:  
679 Shall be revised to include a statement that under Appendix H and  
680 the existing Faculty Handbook provisions, tenured and tenure track  
681 faculty may only be required to teach one evening per week. Such  
682 faculty may be scheduled for one evening per academic semester or  
683 two evenings per academic year. Non tenured track faculty and  
684 other instructional staff may be required to teach more than one  
685 evening per week where needed to address programmatic needs of  
686 the Department.  
687
- 688 14. The parties have agreed to an MOU addressing class size which  
689 has been attached as Exhibit 14.  
690
- 691 15. The parties shall each recommend for ratification, without  
692 reservation, this Memorandum of Agreement with its incorporated  
693 attachments as set out herein, as soon as practical after the  
694 execution of this Memorandum of Agreement. The parties will  
695 make a good faith effort to complete the ratification process by  
696 November 1, 2013.  
697
- 698 16. This Memorandum of Agreement is subject to ratification by the  
699 Membership of the NJIT PSA/AAUP and by NJIT's President.  
700
- 701 17. All other proposals put forward by either party during negotiations  
702 or which could have been raised are withdrawn.  
703

For NJIT:

For PSA:

Fadi Pierre Oed Date: 10/0/13

M. Perry Date: 10/8/13

\_\_\_\_\_ Date: \_\_\_\_\_

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