

NJIT RESPONSES TO UCAN PROPOSALS

NJIT reserves its rights to add to, delete or modify its responses and counterproposals.

Responses to UCAN Proposals for the Adjunct Bargaining Unit:

- PREAMBLE
 - Accept proposed language.
- ALL ARTICLES
 - Replace “appointment letter” with “Adjunct contract.”
 - Replace the use of “appoint” with “hire.”
- ARTICLE I
 - Accept proposed language
- ARTICLE II
 - Accept proposed language.
 - Add the following: “NJIT has the right to cancel courses based on the enrollment numbers.”
- ARTICLE III
 - Reject union’s proposed language re: steward security (highlighted in green)
- ARTICLE IV
 - Accept proposed language in Sections A., B., C., E., F., G., H.
 - Reject union’s proposed language in Section D.
 - Counterproposal for Section D. – Adjuncts paid over 8 or 9 pay periods, depending on the semester, and will be paid in equal bi-weekly payments.
 - Add to paragraph I – NJIT will charge an agreed upon administrative fee for its processing time.
- ARTICLE V
 - Remove this policy from the contract. See attached university-wide Workplace Violence Policy.
- ARTICLE VI
 - Accept proposed language.
- ARTICLE VII
 - Accept proposed language in Sections A., B., C.
 - Reject proposal in Section D.
- ARTICLE VIII
 - We propose adding the following language to the end of the first paragraph “...provided that the learning outcomes of the course are met. The adjunct should meet with the course supervisor (a faculty member) to guarantee that the learning outcomes of the course are met.”
- ARTICLE IX
 - We propose the following change to the union’s proposed language: “*Once a month, or upon reasonable request, the University agrees to furnish to UCAN...*”
 - Counterproposal for report fields:

- Payroll date; employee name; department name; employment date; union dues code (agency or full member); address 1 & address 2, city, state, zip code; title; gross pay for the pay period; email address; and employee ID.
- ARTICLE X
 - We propose removing this sentence: “Those employed by NJIT....” and replacing it with the following sentence: “These meetings will not interfere with instructional time.”
- ARTICLE XI & XII
 - Reject union’s proposal
 - Counterproposal– Combine Initial Appointment and Reappointment under “Appointment” that will be as follows:

ARTICLE XI - APPOINTMENT

- A. Adjuncts who are available for employment in a particular semester may submit a written notification of availability to the department in which they wish to be employed, including the specific number of semesters as an Adjunct for NJIT for each course taught. Departments shall acknowledge receipt of such notification. Availability does not guarantee appointment.
- B. Departments are encouraged where consistent with the needs of the academic program, to rehire an Adjunct who has taught the class previously at NJIT over one who has not.
- C. Adjuncts will be provided the following information in writing as soon as possible before the first day of class or, in the case of mitigating circumstances as soon thereafter as is feasible: title, stipend, department, the period for which the appointment is effective, and course(s) assigned.

Departments are encouraged to provide new Adjuncts with materials orienting them to the academic and administrative functions of the Department and NJIT, which shall be consistent with the provisions of this Agreement and NJIT’s policies and procedures.

NJIT shall provide in writing to Adjuncts, when appointed, a list of NJIT websites and/or information related to obtaining identification cards, parking permits, direct deposits of salary checks, and all available benefits.

Departments are encouraged to give an Adjunct contract to an Adjunct at the time the Adjuncts is offered employment for the semester in question. Departments will make a reasonable effort to provide written notice for rehire 30 days prior to the beginning of the next semester. This paragraph shall not be grievable.

- D. “In accordance with the academic needs of a department, Adjunct instructors shall be appointed for a semester long teaching position. Adjunct instructors may be hired at any time for a semester or multi-semester term at the sole discretion of the department and university.”

- ARTICLE XIII
 - Reject proposed language.
- ARTICLE XIV
 - Reject proposed language in Section A.

- Counterproposal – “The university, in its sole discretion, may conduct active instruction evaluations with the purpose of improving teaching efficacy. Adjunct instructors recognize the University’s universal practice of incorporating student course evaluations as an assessment tool.”
- ARTICLE XV
 - Reject the last sentence in this section.
- ARTICLE XVI
 - Reject union’s salary proposal in Section A.
 - Counterproposal – \$1300 per credit hour starting Spring 2018; remaining proposal TBD
 - Accept union’s proposed language in Section B.
- ARTICLE XVII
 - We propose adding the following to the end of Section A.: “which shall include violation of NJIT policies.”
 - We propose adding a new section before Section B. as follows: “Adjuncts may be terminated for failing to provide appropriate work authorization; failing the background check as and when background checks are instituted for Adjuncts; and are unable to begin employment. Termination for these reasons is not grievable.”
 - We propose removing “letters of suspension” from Section B.
 - We propose adding to the end of Section C.: “... the employee reasonably believes could result in disciplinary action, which may be waived by the employee in writing.”
 - Change Section B. to Section C.
 - Change Section C. to Section D.
- ARTICLE XVIII
 - This should be consistent with the language used in the Grad Students/Research Employees contract.
 - Please note that NJIT recently released a new Anti-Discrimination and Anti-Discriminatory Harassment Policy that applies to all employees.
- ARTICLES XIX & XX
 - We are still discussing internally and we reserve our rights to comment.
- ARTICLE XXI
 - Reject the union’s proposal.
 - Counterproposal - “ Commencing with third consecutive semester, the Adjunct instructor is eligible for a 25% discount on the in-state tuition for each course enrolled during their employment. This discount is not extended to the Adjunct’s dependents, spouse, or partner. Required fees are also not discounted.”
- ARTICLE XXII
 - Reject the union’s proposal
 - Counterproposal
 - Changes to Section A:

- A grievance may be brought only with respect to mandatorily negotiable subjects or to challenge discipline imposed on an Adjunct during the semester in which she/he is employed. A grievance must conform to the provisions set forth below.
 - Changes to Section C.:
 - Step One – grievance presented to the Chair or his/her designee
 - Step Two – grievance presented to the Dean or his/her designee
- ARTICLES XXIII through XXXIV
 - We are still discussing internally and we reserve our rights to comment.