

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this 15th day of June, 2020 by and between the United Council of Academics NJIT, Rutgers Council of AAUP Chapters, AAUP-AFT AFL-CIO (“UCAN Grad Employees”) and the New Jersey Institute of Technology (“NJIT”), the Parties.

1. This Memorandum of Agreement (“MOA”) represents the culmination of good faith negotiations between the Parties and constitutes the entire agreement of the Parties relative to terms and conditions of the successor collective negotiations agreement for the term July 1, 2019 to June 30, 2020, hereafter referred to as the “Agreement”.
2. Except as expressly modified by the terms of this MOA and its Exhibit(s), the provisions of the expired collective negotiations agreement, with the term July 1, 2017 to June 30, 2019, shall remain in full force and effect and shall be incorporated into the Agreement, with limited amendments relative to dates and paragraph heading, and amendments necessitated by such revision, additions and inclusions. The Parties agree to use all reasonable diligence to draft and finalize a comprehensive agreement containing all terms and conditions of the successor Agreement in a timely manner.
3. All proposals presented by the parties during negotiations for the 2019-2020 Agreement and not expressly agreed to as reflected in this MOA are deemed to be withdrawn.
4. **Agreement Term.** The Agreement shall be for a term of one year, commencing July 1, 2019 and ending June 30, 2020.
5. **Stipend.**
 - Spring 2020 \$24,500
6. **Research Employees.** Eligible employees shall receive 2.5% increases across the board effective July 1, 2019. Eligible employees are those who have been employed at NJIT for at least one year by the start of each fiscal year.
 - a. Minimums for Post-docs/
Research Scientists, Engineers, Architects \$48,665
 - b. Minimums for Research Associates \$38,950
7. **Fees.**
 - a. 2019-2020: RAs enrolled at NJIT at the time of execution of this MOA who are paid the minimum stipend during the Fall 2019 and Spring 2020 semesters and who paid the *university* fee will be reimbursed for the university fee paid.
 - b. 2018-2019: RAs enrolled at NJIT at the time of execution of this MOA who were paid the minimum stipend during the Fall 2018 and Spring 2019 semesters and who paid the *university* fee will be reimbursed for the university fee paid.

- c. The Union will withdraw the pending fees grievance, with prejudice, within seven (7) working days of the execution of this MOA.
8. **Article I, Recognition:** Revise the second to last paragraph to read as follows: “A Graduate Student Employee must meet the following requirements in order to be governed by this Agreement. He or she must be an employee who: (1) is a full-time, *enrolled PhD student according to NJIT doctoral program requirements (students registered for less than 9 credits must be certified full-time to be eligible); ... (5) is receiving an employment stipend for TA and/or RA services performed as an employee as set forth in a University approved job description as set in the Appendices of this Agreement.*”
9. **Article IV, Union Security and Political Check-Off:** Delete language relating to representation fees, but retain language in Paragraphs G through J.
10. **Article VII, Use of University Facilities, Campus Mail & Equipment:** Revise Section A:

Representatives of UCAN shall be permitted to transact official business on NJIT property at all reasonable times, provided that this shall not interfere with or interrupt normal NJIT operations.

UCAN may conduct worksite meetings during non-working hours with its members to discuss collective negotiations, the administration of this Agreement or other matters relating to the union’s duties, its internal governance or business operations.

UCAN and its representatives shall have the right to use NJIT buildings at reasonable hours for ~~union work and~~ meetings with its unit members regarding collective negotiations, the administration of this Agreement, investigation of grievances or other workplace related complaints and issues, or internal union matters involving governance or business of the union, provided they follow regular NJIT procedures.

UCAN shall have the right to make reasonable use of NJIT facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with NJIT procedures. UCAN shall pay reasonable costs as established by NJIT, ~~and in compliance with the WDEA,~~ for the use of facilities and equipment.

11. Article XII, Reappointment:

Revise Section A(3) as follows: “*Continuing Graduate Student Employees shall be notified in writing of their status for the upcoming academic year, as applicable on or before May 15. Notification shall indicate either appointment or non-reappointment. If not reappointed, the notice should include a written explanation of the reasons. If reappointed, the deadline for submission of acceptance of the position and any required signatures and materials shall be set forth in the renewal notice.*”

12. Article XX, Non-discrimination: Revise as follows:

All members of the bargaining unit are protected by and subject to University policies, *as amended from time to time*, prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, and stalking.

NJIT and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familiar status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation or union membership, legal union activity permitted herein, or any other legally protected status

13. **Article XXII, Support for Graduate Students and Research Employees:** Add new Section I as follows:

Upon request and with at least one week's notice, bargaining unit members may review their official personnel file. For Research Employees, said file should include any evaluations the employee has received and will be maintained in the Department of Human Resources. For Graduate Student Employees, said file should include any evaluations the employee has received and will be maintained in the employees' academic departments. NJIT may require the bargaining unit member's review to take place in the presence of a designated representative. Bargaining unit members may not inspect of otherwise access records that contain confidential or sensitive information relating to another employee.

14. **Article XXIV, Grievance Procedure:** Add step for mediation after Step Two. Create a new Step 3 as follows:

"UCAN may submit a request for mediation to the Vice President of Human Resources, or his/her designee, on behalf of the grievant within ten (10) calendar days of the written Step Two decision. Upon mutual agreement of both parties, a non-binding mediation may be scheduled with a mediator selected from a list of mediators selected by both UCAN and NJIT. Both parties will share the costs of the mediation. Within twenty (20) days of selecting a mediator, the parties shall schedule a date for the mediation. The mediation will stay the timelines in Step Four (arbitration)."

15. **Health Benefits:** The parties agree that upon ratification of this Agreement, they will continue to negotiate so that UCAN job titles currently eligible for the State Health Benefits Plan (i.e. Research Employees) shall be entitled to participate in only the new PPO plan option made available to other State employees. Such negotiations shall include language changes in the successor CNA. Nothing in this agreement prevents either party from raising health benefits, contributions or access to benefits in a future round of negotiations.

16. Both NJIT and UCAN Grad Employees agree to recommend this MOA to their respective constituencies within (5) five working days for final approval.

For NJIT

For UCAN



Patrick Nowlan

Executive Director

Dated: June 11, 2020

Dated: June 15, 2020