

Agreement Between NJIT and UCAN-AAUP-AFT, December 22, 2017

# NJIT/UCAN AGREEMENT

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**July 1, 2017 - June 30, 2019**

**Adjunct Instructor Bargaining Unit**

December 22, 2017

**Agreement Between:**

**New Jersey Institute of Technology**

**and**

**United Council of Academics at NJIT, Rutgers Council of AAUP Chapters, AAUP - AFT, AFL – CIO**

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**PREAMBLE**

The University and UCAN enter into this Agreement with the expectation that its implementation will enhance the ability of the University to serve its constituents. The purpose of this Agreement is to promote and ensure harmonious and constructive relations between the parties with respect to terms and conditions of employment.

The parties recognize that it is the responsibility of the University to provide students with a quality educational program, to broaden the horizons of knowledge through research and to make available its resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

**ARTICLE I**

**RECOGNITION**

NJIT recognizes the United Council of Academics at NJIT (UCAN), Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO, as the sole and exclusive representative of all adjunct instructors (including full-time non-faculty and non-instructional employees in their adjunct capacity) employed by NJIT for the purpose of collective negotiations for terms and conditions of employment set forth in this Agreement.

Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the Public Employer Employee Relations Act, deans, associate deans, assistant deans, provosts, vice-provosts, associate provosts, craft employees, police and public safety employees, casual employees, temporary employees, part-time employees who are employed in positions constituted by the University to provide no more than sixty percent (60%) of a full-time workload, employees represented by other bargaining units except non-faculty, non-instructional employees in their adjunct capacity, and all other employees.

The parties agree that the employees to be covered will consist of adjunct instructors and any non-faculty, non-instructional employees teaching as an adjunct instructor under an Additional Compensation Contract.

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## ARTICLE II

### 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. These rights include but are not limited to its inherent right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except as expressly and specifically limited by this Agreement. This Agreement shall be interpreted so as not to deprive the University of its Legal Authority to control all final decisions regarding its academic and non-academic programs.

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

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 negotiable terms and conditions of employment shall be negotiated with the UCAN, before they are established.

## ARTICLE III

### UNION REPRESENTATIVES

Authorized representatives of UCAN and/or the AFT, who are not employees of NJIT, shall be admitted to the premises of NJIT under the condition that reasonable access to workplace and facilities will be granted so long as it does not interfere with or disrupt ongoing work or NJIT activities and operations.

Stewards shall be designated by the Union for each school or college. Names of the employees selected to act as Stewards and their areas of responsibility who represent employees shall be certified in writing to NJIT annually in January by the Local Union.

Provided that such shall not interfere with or interrupt normal University operations, stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance, to discuss the grievance with the employee's immediate supervisor, and to present, discuss and adjust grievances with NJIT, provided such person is an employee of NJIT.

Subject to the availability of courses which the university has determined the adjunct steward is qualified to teach, with consideration being given to academic degree and/or teaching history, the university will grant at least one (1) course per semester to the selected union steward of each school or college, provided the designated steward is not subject to disciplinary action.

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**ARTICLE IV**

**UNION SECURITY AND POLITICAL CHECK-OFF**

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 9e, as amended) the Employer agrees to deduct the Union Dues and regular assessment of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

B. The right of the Dues deduction for any employee in the bargaining unit shall be limited to the Union, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

C. The amount of the Union Dues shall be such amount as shall be certified to the Employer by the Union at least thirty (30) days prior to the date on which deductions of Union Dues are to begin.

D. *Adjuncts are paid over 8 or 9 pay periods, depending on the semester, and will be paid in equal bi-weekly payment.*

*Deductions of Union Dues will be made from each paycheck and shall be remitted by the Employer to the Union before the fifteenth (15) day of the calendar month succeeding that in which such deductions are made together with a list of names of Union members from whose pay such deductions were*

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E. The Union agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claims arising out of such deduction and the Union assumes full responsibility for the disposition of any such funds once they have been turned over to the Union as provided.

F. Representation Fee (Agency Fee)

1. Purpose of Fee

a. Subject to the conditions set forth in 1 b. below, all eligible non-member employees in this unit will be required to pay to the majority representative a Representation Fee in lieu of Dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the implementation of the Agency Fee Program is predicated on the one-time demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members.

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership Dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the Representation Fee for that contract year. Any changes in the Representation Fee structure during the contract year shall be in accordance with C above.

The Representation Fee in lieu of Dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members, less the cost of benefits financed through the Dues, fees and assessments and available to or benefiting only its members; but in no event shall such fee exceed 85% of the regular membership Dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the Representation Fee (according to 1-b above), the Employer will deduct the Fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of Representation Fees and the transmission of such Fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership Dues to the Union.

The Employer shall deduct the Representation Fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from Leave without pay, and for previous employee members who become eligible for the Representation Fee because of nonmember status.

The Employer shall deduct the Representation Fee from a new employee after thirty (30) days from the beginning date of employment in a position in this unit.

If during the course of the year, the nonmember becomes a UCAN member, the University shall cease deducting the representation fee and commence deducting union dues after receipt of a voluntary written authorization for such deduction on a form acceptable to NJIT.





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4. Demand and Return System

The Representation Fee in lieu of Dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the Representation Fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the Representation Fee by requesting the Union to substantiate the amount charged for the Representation Fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Employer. The deduction of the Representation Fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Employer in accordance with these provisions. The Employer shall not be held liable to the Union for any retroactive or past due Representation Fee for an employee who in good faith was mistakenly or inadvertently omitted from deduction of the Representation Fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

G. Deduction of Retroactive Dues and Representation Fees

In the event that the Employer has not made the proper deductions of union dues and/or representation fees for any employee represented by UCAN due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, UCAN 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 or fees 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 UCAN 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.

H. Clerical or inadvertent errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by UCAN as a violation of the Agreement.

I. Political Check-Off

To the extent permitted by law, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing

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to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit. The indemnification provisions found in Appendix E shall apply.

*NJIT may charge an agreed upon one-time administrative fee for setup and initial processing.*

**ARTICLE V  
VIOLENCE IN THE WORKPLACE**

Members of the bargaining unit shall be covered under the university policy on Workplace Violence.

**ARTICLE VI  
BULLETIN BOARD**

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

**ARTICLE VII  
USE OF UNIVERSITY FACILITIES, CAMPUS MAIL & EQUIPMENT**

**A. Use of NJIT Facilities**

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 and its representatives shall have the right to use NJIT buildings at reasonable hours for meetings 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 for the use of facilities and equipment

**B. Campus Mail**

To the extent permitted by law, upon the effective date of this Agreement, NJIT will carry without charge via NJIT interoffice campus mail the union newsletters addressed to bargaining unit members up to three times per semester.

**C. Electronic Communication**



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So long as use is subject to all policies, procedures and practices generally applicable to use of NJIT email and NJIT's email system, including those applicable on a NJIT-wide, campus, department, program or unit basis, UCAN and its officers and stewards who are employees shall be entitled to use of NJIT electronic mail (email) for communication with one another, with NJIT's representatives and with bargaining unit members for purposes of scheduling meetings, responding to informational inquiries, disseminating information pertaining to normal union activities, and bargaining unit employees shall be entitled to use their NJIT email accounts to send and receive information pertaining to normal union activities.

## ARTICLE VIII

### ACADEMIC FREEDOM

The parties hereto recognize the principles of academic freedom embodied in the AAUP's most recent "red book" statements on academic freedom.

As academic professionals, adjunct instructors retain their right to make all academic judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses, instructional materials, the nature and form of assignments required including examinations and other work; (c) methods of instruction; (d) and grades for students, as the instructor of record for a class, provided that the learning outcomes of the course are addressed. The adjunct should meet with the course supervisor (a faculty member identified in the appointment letter) to guarantee that the learning outcomes of the course are addressed.

## ARTICLE IX

### UNION-EMPLOYER INFORMATION EXCHANGE

A. The University agrees to furnish to UCAN a register of the employees covered by this Agreement *once a month, or upon reasonable request*. The register shall be in the form of an Excel file made available electronically, with mutually agreed upon fields.

B. The UCAN agrees to furnish to the Division of Labor/Employee Relations a complete list of all officers and representatives of the UCAN, including titles, addresses and designation of responsibility, and to keep such list current. Where applicable to the administration of the Agreement and to labor-management purposes, the UNION will also provide copies of relevant provisions of its current constitution and by-laws or other governing articles.

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**ARTICLE X**

**LABOR MANAGEMENT CONFERENCES**

A Labor Management Conference is a meeting between UCAN, the Division of Labor Relations and other representative(s) that NJIT deems appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, and shall take place at a mutually convenient time and place and may be attended by UCAN Representatives. *These meetings will not interfere with instructional time.* Rutgers Council of AAUP-AFT Chapters, AFT National Representatives, AFT New Jersey State Federation Staff Representatives and/or other authorized representatives of UCAN may attend such meetings. Agreements reached at Labor Management Conferences may be reduced to writing.

**ARTICLE XI**

**INITIAL APPOINTMENT AND REAPPOINTMENT**

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, however, 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.

B. Except in emergency situations requiring a shorter period of time to fill a vacancy, adjunct instructors shall receive at least two weeks prior to employment an adjunct contract from NJIT indicating the position, appointment term, title, salary, department, supervisor, the period for which the appointment is effective, course(s) assigned, 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, effective Fall semester of 2018. There shall be a mandatory orientation for all new adjunct instructors. Such employee shall be advised that the terms and conditions of their employment are governed by the UCAN contract and the University's policies and procedures. The employee will be provided with the appropriate website reference on which this Agreement shall be available. Upon appointment the employee shall be given a copy of the applicable job description and where such exists, any other criteria related to a specific assignment (including but not limited to course/project titles and descriptions.)

A. 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 will make a reasonable effort to provide written notice for rehire 30 days prior to the beginning of the next semester.

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.



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**ARTICLE XII**

**JOINT COMMITTEE ON ADJUNCT APPOINTMENTS, EVALUATIONS & CAREER ADVANCEMENT**

A joint committee of equal numbers of representatives from NJIT and from UCAN shall be charged with working on the issues of appointment, evaluation and career advancement for adjunct instructors, including support for adjuncts and eligibility for benefits. The committee shall meet on a monthly basis for the duration of the Agreement or until such time that agreements are reached. The schedule and format of meetings shall be determined by mutual agreement. The parties may implement agreements reached at any time prior to June 30, 2019.

**ARTICLE XIII**

**PROMOTIONS**

*This topic shall be considered by the Joint Committee on Adjunct Appointments, Evaluations & Career Advancement.*

**ARTICLE XIV**

**EVALUATIONS**

*This topic shall be considered by the Joint Committee on Adjunct Appointments, Evaluations & Career Advancement.*

**ARTICLE XV**

**SUMMER, WINTER, AND ONLINE APPOINTMENT**

The University may determine whether or not adjunct instructors will be appointed during winter or summer sessions, as well as online. In such cases, the compensation shall be the same based upon the nature and duration of the duties. *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.*



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## ARTICLE XVI

### COMPENSATION

#### A. Salary

Effective Spring semester, 2018, the minimum per credit rate for an adjunct instructor shall be \$1,500.

Adjunct instructors at or above \$1,500 per credit prior to Spring semester, 2018 and who hold an appointment for Fall 2017 and/or Spring 2018 shall receive a one-time bonus of \$300 payable upon ratification of this Agreement. Such bonus shall not apply to a first-semester adjunct.

Effective Fall 2018, the minimum per credit rate for an adjunct instructor shall be \$1,550.

Adjunct instructors at or above \$1,550 per credit prior to July 1, 2018 and who hold an appointment for Fall 2018 and/or Spring 2019 shall receive an increase to base rate of two percent (2%). Such increase shall not apply to a first-semester adjunct.

"Concurrent" courses (on-line section given same time as live section) will be treated as one course in calculating the per credit minimum for adjunct teaching loads.

#### B. Pay Dates

Employees shall be paid their salary in bi-weekly increments effective on the first day of his/her appointment and payable no later than the first payroll period after the date of hire.

#### C. Activities

Activities covered by the adjunct's compensation include, but are not limited to, the following: teaching of courses; preparation of instructional materials; any student related contact related to the course, mandatory meetings such as orientations; writing recommendation letters for students and meeting with faculty supervisor. Departments may invite adjunct instructors to attend special events, guest lectures, socials, and any other extracurricular activities organized by NJIT and their academic unit on a voluntary basis. Adjunct instructors will be invited to NJIT's annual holiday party.

## ARTICLE XVII

### DISCIPLINE AND TERMINATION

A. An Adjunct instructor's contract may be terminated during its term only for cause *which shall include violation of NJIT policies*.

B. Written reprimands, letters of suspension and letters of termination given to an employee will contain the reasons for such action. All such notices shall be delivered in person to the employee, or sent via regular mail or email. A copy shall be sent to the Union.

C. An employee shall be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believes could result in disciplinary action, *which may be waived by the employee in writing*.



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**ARTICLE XVIII**

**NON-DISCRIMINATION**

In the application of provisions of this Agreement there shall be no discrimination by NJIT students, administration, other university employees or UCAN against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, disability or 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, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to UCAN, or any legally protected status under New Jersey law. These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.

**ARTICLE XIX**

**EMPLOYEE ASSISTANCE PROGRAM**

So long as NJIT offers its employees an Employee Assistance Program for counseling and referrals regarding personal and professional issues which affect the performance of their duties as NJIT employees, bargaining unit employees shall be eligible to use the Employee Assistance Program at no cost on the same basis and to the same extent as all other NJIT employees.

Employee use of the Employee Assistance Program shall be confidential except as may be required by law, or if waived by the employee.

**ARTICLE XX**

**SUPPORT FOR ADJUNCT INSTRUCTORS**

- A.** At the beginning of the Academic Year, the University shall conduct a mandatory orientation workshop for all adjunct instructors to provide general instruction, information on University policies and procedures, healthcare and benefits, and to review general job expectations and job requirements. A second orientation shall be held at the start of the Spring semester for those not teaching in the Fall. Both parties shall jointly advertise the orientations and their agendas.
- B.** Representatives of UCAN will be provided with up to an hour of time at the start or end of each orientation for adjunct instructors in order to provide union information and membership applications to all attendees, answer questions about the contract, and communicate with members of the bargaining unit.

C. The adjunct instructor and the supervisor shall also meet to go over the job description, and specific job responsibilities and performance expectations. Adjunct instructors shall have access to teaching materials, support and classroom space on the same basis of full time instructors.

D. Departments which employ adjunct instructors for on campus instruction shall identify a space within the resources allocated to the department or College/School, for adjunct instructors to confidentially meet as required with their students. If an adjunct instructor believes than an alternative space within the resources of the department or College/School would be more effective in meeting with students, they should discuss the matter with the departmental chairperson. Where possible and consonant with departmental practice, departments shall provide adjunct instructors with access to a telephone, fax, computer, and printer for work

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directly pertaining to the teaching and administration of the adjunct instructor's course, or advise the adjunct instructor of the locations at the University where such resources are available.

E. Departments shall advise adjunct instructors of the campus location where their mail, notices, student work, messages and other communications will be available. Departments shall provide them with relevant information, announcements, and communications.

F. When records of syllabi, texts, or other instructional material for courses previously taught are maintained by a department and not proprietary to another NJIT faculty member, such information will be available for inspection by adjunct instructors. Copies of such records will be made available to adjunct instructors.

G. Where the department specifies the texts that are to be used in a course for which an adjunct instructor 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.

H. Where possible and consonant with departmental practice, support services, such as copying, supplies and telephone messages, shall be provided, from the resources allocated to the Department.

I. Departments shall be encouraged to welcome adjunct instructors at general departmental meetings or portions thereof. When a department meeting results in the adoption of policies or procedures which are pertinent to the responsibilities or other employment-related activities of adjunct instructors employed by that department, such adjunct instructors will be notified in writing of such policies or procedures. Departments may on a voluntary basis invite adjunct instructors to attend special events, guest lectures, socials, and any other extracurricular activities organized by NJIT and their academic unit.

J. NJIT will provide TA support for course sections with more than 39 students.

## ARTICLE XXI

### TUITION BENEFIT FOR ADJUNCT INSTRUCTORS

Commencing with their third semester of employment with NJIT, Adjunct instructors are eligible for a 50% discount on NJIT in-state tuition for one course at NJIT per semester during their employment.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

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 his/her rights to claim a 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. It is understood, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration.

- A. A grievance is defined as a claimed violation of any provision of this Agreement, administrative decision, or of any NJIT policy relating to terms and conditions of employment. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims brought under this grievance procedure. Remedies that come from any step of this procedure are binding.

The written statement of the grievance must include the following:

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- Statement of facts surrounding the grievance including the provision or provision of the Agreement, Regulations, policies, other agreements, or administrative decision which have allegedly been violated.
- Remedy sought.

Any information requests included within the grievance statement shall be answered within ten (10) working days of the filing.

**B. Informal Procedure:**

Prior to filing a written grievance, the aggrieved party shall attempt to resolve the issue informally with their immediate supervisor. If the grievance is not resolved within ten (10) working days after the action occurred or when UCAN should have been made aware of the issue. The grievance should proceed to Step 1 as detailed below. Any agreements made during this informal procedure shall not be precedential but are binding.

**C. Step One:**

Grievances that are not resolved at the informal step shall be presented in writing to the Department Chair within **thirty (30)** calendar days after the action occurred or when UCAN should have been made aware of the issue. Extensions to this deadline, made in writing, will be granted. Within ten (10) working days of receipt of the written statement, the Chair or their designee will arrange for a meeting. UCAN may have up to two representatives at the meeting not including the grievant. Within ten (10) working days of the conclusion of this meeting, the grievant shall be sent a written decision. UCAN representatives should be copied.

**D. Step Two:**

Within ten (10) working days of receipt of the Step One decision, UCAN may request a Step 2 hearing by forwarding the grievance to the Office of the Provost with a copy to Human Resources, requesting that the grievance be heard by the Provost, Senior Vice President for Academic Affairs or their designees. This meeting shall happen within ten (10) working days from the request for a Step Two hearing. The grievant is to be accompanied by up to two representatives from UCAN. A written decision shall be sent to the grievant within ten (10) calendar days of this meeting. UCAN representatives should be copied.

If there is no resolution to the grievance at Step Two the grievance may proceed to the final step, Step 3, as detailed below.

**E. Step Three:**

If UCAN is not satisfied with the Step 2 answer, and the grievance involves a violation of the express terms of this Agreement or a written NJIT policy involving negotiable terms and conditions of employment specifically incorporated into this Agreement by reference, UCAN within twenty one (21) calendar days of receipt of that answer, may submit the grievance to arbitration in accordance with the provision of this Agreement below. It is expressly understood that administrative decisions involving non-mandatorily negotiable issues of employment shall not be arbitrable.

**F.** If UCAN submits a grievance to arbitration, UCAN will submit to the Office of the General Counsel, Department of Human Resources, and Division of Labor Relations a copy of its submission. The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.

**G.** The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a written decision.

**H.** No arbitrator functioning under the provisions of this grievance procedure shall have the authority to add to, subtract from, amend, modify, or delete any provision of this Agreement or any policy of the Employer. The award of the arbitrator shall be binding upon NJIT and UCAN, and the grievant, to the extent permitted by and in accordance with applicable law.

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

**J.** Costs and expenses incurred by each party will be paid by the party incurring such costs except that the fees of the arbitrator and PERC will be divided equally between the parties.

The Time limits above may be extended by mutual agreement of the parties to the grievance.

Any written decision or written made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If NJIT should exceeded the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance as set forth above.

An employee will not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working

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hours, such employee shall not lose any pay for such time. However, this allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses.

Notice:

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

#### HEALTH AND SAFETY

1. A bargaining unit member designated by the Union shall participate as a regular member of the University Safety Committee.
2. No bargaining unit member shall be required to work under conditions where there has been a *determination by the Environmental Health and Safety Director or his/her designee*, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. Bargaining unit members are responsible for reporting health and safety problems to their *department chair and/or to the NJIT Environmental Health & Safety Department*.
3. NJIT shall use the standards and procedures from applicable NJ state law when determining if a violation has occurred.

#### ARTICLE XXIV

#### CONSIDERATION FOR FULL TIME POSITIONS

A. For the term of the Agreement, qualified adjunct instructors shall be given full consideration for any vacant or new University Lecturer position in their academic unit, in accordance with the faculty handbook and search committee procedures. This provision is not subject to the grievance procedure, and will take effect immediately.

#### ARTICLE XXV

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**ARTICLE XXVI**

**HEALTH BENEFITS**

*This topic shall be considered by the Joint Committee on Adjunct Appointments, Evaluations & Career Advancement.*

**ARTICLE XXVII**

**RETIREMENT AND LIFE INSURANCE**

Adjunct instructors are deemed to be employees of the State for purposes of participation in the Alternate Benefits Program consistent with the rules and regulations governing this program, and any changes in the rules and regulations made by the State of New Jersey.

**ARTICLE XXVIII**

**LAYOFF/REDUCTION IN FORCE**

*This topic shall be considered by the Joint Committee on Adjunct Appointments, Evaluations & Career Advancement.*

**ARTICLE XXIX**

**JURY DUTY**

NJIT shall grant time off with regular pay to those employees who are required to perform jury duty. Employees are required to submit to their supervisor the notification of jury duty as soon as possible. It is the responsibility of the employee to report to work after being released from duty.

Handwritten signature and initials "HCS" in the bottom right corner.

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**ARTICLE XXX**

**PARKING**

1. Parking Fees shall be charged and collected through payroll deduction for all members of the bargaining unit desiring to park and duly registering his/her motor vehicle with the Employer according to published Employer regulation, enabling them to daily parking privileges on the Employer's premises.
2. All parking at all available locations, including the Employer's parking deck, and except for reserved spaces shall be on a first come first serve basis at the following rates. Except in the case of promotions and/or reclassifications, parking fees are to be determined on salary effective the first full pay on or after July 1, of each fiscal year or for bargaining unit members commencing employment after July 1, calculated as of the date of initial employment.
3. Parking fees shall be collected through payroll deduction. The fee shall be calculated at .4% (.004) of the member's semester compensation. Refer to NJIT parking policy.
4. There will be no rebates or discounts for partial use during any semester in which a vehicle is registered and therefore entitled to be parked on the Employer's premises.
5. Parking fees will not be charged during the summer term.

**ARTICLE XXXI**

**PROFESSIONAL DEVELOPMENT**

NJIT will provide a Professional Development Fund in the amount of \$10,000 for each academic year, effective starting fiscal year 2018-2019, for professional development activities specifically related to pedagogic and related professional development needs of adjunct instructors in connection with and related to their professional activities at NJIT. The Fund will be administered by the Provost's office. Only adjunct instructors with bargaining unit status shall be eligible to apply for money from this Fund. Applications by adjunct instructors for funding shall first be submitted to the Department Chairperson or Program Director for review and endorsement consideration, and shall then be submitted to the Dean for approval. Only applications that are approved by the Dean may be submitted to the Provost's office for consideration. The entire \$10,000 must be awarded in any given year. The University shall provide the Union with copies of all award and denial letters. To the extent practical, applications shall be received starting in the Spring semester of 2018 for awards in fiscal year 2018-2019.

In addition, the university has on-line development training and resources available to adjuncts at the following websites: <http://www.njit.edu/ite/> and <http://ist.njit.edu/employee-training/>.



December 22, 2017

**ARTICLE XXXII**

**SEVERABILITY/GENERAL**

NJIT and UCAN understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

This Agreement 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 UCAN and negotiated upon the request of the UCAN as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

**ARTICLE XXXIII**

**DURATION**

The term of this Agreement shall be for a term commencing July 1, 2017 and ending June 30, 2019.

**ARTICLE XXXIV**

**MISCELLANEOUS**

A. For personal tax purposes, adjunct instructors may request an official summary of their work at NJIT, containing the number of credit hours taught, number of semesters employed, total amount of pension deductions, total salary to date and paycheck deductions.

 HCS  
—

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It is understood and agreed this agreement is subject to final review by both parties. Both parties reserve the right to raise issues of clarifications, corrections, typographical errors and inadvertant errors or omissions.

For NJIT:

For UCAN-AAUP-AFT:

Holly C. Stewart  
Nancy Stewart  
Liz  
ann

Patricia  
J. V. M.  
Victoria Pacheco

Date: 12/22/17

Date: 12/22/17  
[Signature]

Appendix B  
Side Letter on Compensation  
12/22/17

The parties agree that the across the board increase is a one-time, non-precedent setting increase to the per credit rate of the adjunct instructor, and intended only for this agreement.

For NJIT;

Holly C. [Signature]

12/22/17

For UCAN-AAWP-AFT;

[Signature]

12/22/17