

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made this 5<sup>th</sup> day of December 2019, by and between the United Council of Academics, Rutgers Council of AAUP Chapters, AAUP-AFT ALF-CIO ("UCAN Adjuncts") and the New Jersey Institute of Technology ("NJIT"), the Parties.

1. This Memorandum of Agreement, hereafter referred to as the "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, 2022, 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during negotiations for the 2019-2022 Agreement and not expressly agreed to as reflected in this MOA are deemed to be withdrawn.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 three years, commencing July 1, 2019 and ending June 30, 2022.
5. **Article III, Union Representatives.** The last sentence shall be deleted and replaced as follows: "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. *The university shall prioritize courses which the steward has previously taught if there has not been any major revision in the course curriculum and/or requirements, including software and tools. Department Chairs will make best efforts to meet with designated union stewards at least once during the semester to discuss departmental issues and goals. Additional meetings may be held at the request of either party.*"
6. **Article IV, Union Security and Political Check-Off.**
  - a. **Section D.** Revise to state: Adjunct instructors are paid over 8 or 9 pay periods, depending on the semester, and will be paid in equal bi-weekly payments. 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 *taken*.

- b. Section F. Delete.
- c. Section G. Revise as follows: Deduction of Retroactive Dues and Representation Fees. In the event that the Employer has not made the proper deduction 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 the 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 the 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. *If after NJIT receives a proper notice from an adjunct instructor revoking dues authorization, NJIT mistakenly deducts union dues from the adjunct instructor and transmits the dues to the Union, the Union shall be solely responsible for returning to the adjunct instructor the dues received.*

7. Article VII, Use of University Facilities, Campus Mail and Equipment.

Section A. Revise as follows: 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.

8. Article XI, Initial Appointment and Reappointment.

- a. Section B: Delete "effective Fall semester of 2018" from the first sentence.

- b. **Section B** Add "If, through no fault of the adjunct instructor, a course is canceled within seven days before the date on which the class was scheduled to begin, or seven days after the date on which the class began, and the University determines not to reassign the adjunct instructor to another course, the adjunct instructor will receive 1/15th of the salary for that semester."
- c. Renumber the paragraphs under section B to be paragraphs 1 -3 instead of A. and D.

9. **Article XIV, Evaluations.**

- a. **Exhibit A.** See attached. Revised last paragraph of Exhibit A as follows: "The written evaluations are sent to the adjunct instructor within six (6) weeks after the end of the Fall or Spring semester, but prior to the beginning of the next Fall or Spring semester. The adjunct instructor may rebut comments made in their written evaluation in writing. The original evaluation and the comments, if any, made by an adjunct instructor are kept in the adjunct instructor's personnel file located in the Department of Human Resources."
- b. After ratification of this Agreement, the parties will establish a committee regarding adjunct instructor career advancement opportunities. The committee will provide recommendations for discussion during negotiations of the next successor CBA.

10. **Article XVI, Compensation.**

- a. *For adjunct instructors in the Hillier College of Architecture and Design ("HCAD"), effective Fall 2019, the minimum per credit hour rate for an adjunct instructor shall be \$1600. Adjunct instructors at or above \$1600 per credit hour prior to July 1, 2019 and who hold an appointment for Fall 2019 and/or Spring 2020 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

*For adjunct instructors in the other colleges, effective Fall 2019, the minimum per contact hour rate for an adjunct instructor shall be \$1600. Adjunct instructors at or above \$1600 per contact hour prior to July 1, 2019 and who hold an appointment for Fall 2019 and/or Spring 2020 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

- b. *For adjunct instructors in HCAD, effective Fall 2020, the minimum per credit hour rate for an adjunct instructor shall be \$1725. Adjunct instructors at or above \$1725 per credit hour prior to July 1, 2020 and who hold an appointment for Fall 2020 and/or Spring 2021 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

*For adjunct instructors in the other colleges, effective Fall 2020, the minimum per contact hour rate for an adjunct instructor shall be \$1725. Adjunct instructors at or above \$1725 per contact hour prior to July 1, 2020 and who hold an appointment for*

Fall 2020 and/or Spring 2021 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.

- c. *For adjunct instructors in HCAD, effective Fall 2021, the minimum per credit hour rate for an adjunct instructor shall be \$1850. Adjunct instructors at or above \$1850 per credit hour prior to July 1, 2021 and who hold an appointment for Fall 2021 and/or Spring 2022 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

*For adjunct instructors in the other colleges, effective Fall 2021, the minimum per contact hour rate for an adjunct instructor shall be \$1850. Adjunct instructors at or above \$1850 per contact hour prior to July 1, 2021 and who hold an appointment for Fall 2021 and/or Spring 2022 shall receive an increase to base rate of three (3%) percent. Such increase shall not apply to a first-semester adjunct instructor.*

**11. Article XVIII, Prohibited Discrimination and Prohibited Harassment.**

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, familial 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.*

**12. Article XX, Support for Adjunct Instructors.**

- a. **Section A.** Revise as follows: At the beginning of the Academic Year, the University shall conduct mandatory orientation workshops for all *new* adjunct instructors to provide general instruction, information on University policies and procedures, healthcare and benefits, and to review general job expectations and job requirements. *Two orientation sessions will be scheduled in advance of the Fall semester; adjunct instructors may select the session they wish to attend. ~~A second orientation~~ One orientation session shall be held ~~at the start~~ in advance of the start of the Spring semester for those not teaching in the Fall.* Both parties shall jointly publicize the orientations and their agendas.
- b. **Section B.** Revise as follows: Representatives of UCAN will be provided with up to an hour of time *at the end of each Fall 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.

*Representatives of UCAN will be provided with up to an hour of time at the end of the Spring orientation session(s) in order to provide union information, membership packets to all attendees, answer questions about the contract and communicate with members of the bargaining unit.*

- c. **Section D.** Revise second sentence as follows: If an adjunct instructor believes that an alternative space within the resources of the department of College/School would be more effective in meeting with students, they should discuss the matter with the department chairperson.
- d. **Section K.** Add new section called "Personnel Files." *Upon request and with at least one week's notice, bargaining unit members may review their official personnel file. Said file should include any evaluations the employee has received and will be maintained in the Department of Human Resources. NJIT may require the bargaining unit member's review to take place in the presence of a designated HR representative. Bargaining unit members may not inspect or otherwise access records that contain confidential or sensitive information relating to another employee.*

**13. Article XXII, Grievance Procedure.**

**Add New Step Three.** *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. The mediation will stay the timelines in Step Four (arbitration).*

**14. Article XXIV, Consideration for Full-Time Positions.**

**Section A.** Delete existing language. Replace as follows: "Adjunct instructors who apply shall be given full consideration for any vacant or new full-time positions in accordance with NJIT's hiring practices. This provision is not subject to the grievance procedure, and will take effect immediately."

Following ratification of this Agreement, the parties will send a joint statement to members of the bargaining unit about NJIT job postings.

**15. Article XXXI, Professional Development.**

Replace existing language as follows: *NJIT will provide a Professional Development Fund in the amount of \$30,000 for each academic year effective Fiscal Year 2019-2020 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 funds will be administered by the Provost Office and distributed to the college deans and chairs based on the percentage of adjunct instructors each college has in relation to the total adjunct workforce at NJIT for that Fall semester of that academic year. The funds will be distributed at the discretion of the college*

dean and chair to promote the professional development of adjunct instructors. Only adjunct instructors with bargaining unit status shall be eligible to apply for money from this Fund. No one adjunct instructor will receive professional development funds in excess of \$1000 during an academic year. Adjunct instructors approved for professional development may use the funds toward the cost of tuition remission (as set forth in Article XXI). If the entire fund is not awarded in any given year due to a lack of applications, then up to \$5000 from the remaining fund shall be rolled over and added to the funds available for the following year only.

**16. (New) Article XXVII, Sick Leave**

- a. Adjunct instructors will be allowed 8 hours of sick leave each semester, which may be used in hourly increments. Unused sick leave may be accrued to a maximum of 40 hours. There shall be no payout of unused sick leave. Notice of intent to use sick leave shall be governed by NJIT policy.
  - b. These negotiated sick leave provisions are a clear and express waiver of the employee's individual rights under the New Jersey Paid Sick Leave Act.
  - c. NJIT will participate in UCAN advocacy efforts with the state to provide health benefits for adjunct instructors.
17. All other terms and conditions previously agreed to in interim agreements during negotiations are incorporated herein.
18. Both NJIT and UCAN Adjuncts agree to recommend this MOA to their respective constituencies within (30) days for final approval.

For NJIT

Holly C. Steer  
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\_\_\_\_\_

Date: 12/5/19

For UCAN

Jeffrey Leaves  
Victoria Pacheco  
Scott L. Kent

Date: 12/4/19

## EXHIBIT A

### EVALUATION OF ADJUNCTS OUTLINE OF EVALUATION FRAMEWORK

The written evaluation of adjuncts is course-based and is completed by the chairs of the academic departments (the deans or their academic designees evaluate the adjuncts in the COAD and the MTSM). The evaluations are completed by the chairs/deans after the end of the semester and are based on:

1. NJIT's standard student course evaluations.
2. Input received from the course supervisor. The course supervisor is normally a faculty member holding a tenure-track position (e.g., faculty member who had proposed the course or is currently in charge of overseeing the relevant academic program), or is a professor of practice or a university lecturer selected by the chair/dean as an expert in the field. The course supervisor works with the adjunct instructor during the semester, as needed, to make sure that the course syllabus is appropriately followed. For courses without a designated supervisor, this type of input will not be used.
3. Adherence to NJIT's academic calendar by the adjunct instructor, including designated dates for final exams and the deadline for the submission of grades. Also, full time usage for all class sessions is expected.
4. The chair's view of the quality of instruction offered by the adjunct instructor.

The written evaluations are sent to the adjunct instructor within six (6) weeks after the end of the Fall or Spring semester, but prior to the beginning of the next Fall or Spring semester. The adjunct instructor may rebut comments made in their written evaluation in writing. The original evaluation and the comments, if any, made by an adjunct instructor are kept in the adjunct instructor's personnel file located in the Department of Human Resources.

## EVALUATION FORM FOR ADJUNCTS

Adjunct's Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Course Number: \_\_\_\_\_ Semester: \_\_\_\_\_ Year: \_\_\_\_\_

### 1. EVALUATION BY COURSE SUPERVISOR (if assigned)

A. Did the adjunct offer a course syllabus appropriate for this course?

B. Was the adjunct familiar with software, if any, used in the course?

N/A

Yes

No (explain)

Explanation:

C. Explain any interactions you had with the adjunct during the semester.

### 2. EVALUATION BY CHAIR (or DEAN for HCAD and MTSM)

A. Did the adjunct receive good evaluations by the students taking this course? Elaborate as needed.

B. Did the adjunct adhere to NJIT's academic calendar, including the designated date for the final exam and the deadline for the submission of grades?

C. To the best of your knowledge, did the adjunct make full use of all class sessions during the semester? If not, explain.

D. Did the adjunct meet the course requirements (Answer: Yes/No)? Also, list any strengths and weaknesses



- **Strengths**
- **Weaknesses.** Also suggest areas of improvement (e.g., instruction, communication, exams, office hours, etc.), if any.

E. Did you come across any problems with the instruction of the course? Was the adjunct receptive to suggestions made by you, if any, during the semester? Did the adjunct take appropriate action in each case, as needed?

F. Comments (general comments or comments that relate to the specifics of this course)

_____	_____	_____	_____
<b>Course supervisor's Signature</b>	<b>Date</b>	<b>Chair's (or Dean's) Signature</b>	<b>Date</b>
_____	_____	_____	_____
<b>Course Supervisor's Name</b>		<b>Chair's (or Dean's) Name</b>	

**Adjunct's Comments:**

_____	_____
<b>Adjunct's Signature</b>	<b>Date</b>