

**July 1, 2015 – June 30, 2019
NJIT/PSA/AAUP Agreement**

the appeal. The Appellant carries the burden of demonstrating that the denial of merit held no rational basis and is responsible for providing (or identifying where unavailable to him/her) all evidence in support of this contention.

- c. If the President determines to hold a meeting to discuss the appeal, within the initial thirty (30) day period, the time limits in which to respond will be extended for an additional thirty (30) days following the meeting.
- d. The decision of the President will be final and binding.

D. Faculty Promotion Policy

Upon the effective date of a promotion a Faculty member shall receive an increase to their base salary of seven and one half (7.5%). Promotional adjustment shall be applied prior to merit award adjustment to base salary, effective at the same time.

E. Faculty Teaching Load

The 1993 Faculty Load Agreement, attached as Appendix F, shall remain in effect. The normal teaching load assignment per semester for tenured and tenure track faculty (but not including lecturers), other than faculty of the College of Architecture and Design, will be nine (9) contact hours. If a faculty member (other than as excepted above) is assigned a load of greater than nine (9) contact hours, the reasons for such a teaching assignment beyond the normative load will be provided to such faculty member in writing and shared with the PSA in the spring semester prior to the beginning of the following academic year in which the greater than 9 contact hour assignment is anticipated, for discussion as appropriate with the Chair or Dean. Faculty who are primarily only teaching may be expected to teach up to 12 hours. Faculty who have been assigned more than 9 contact hours at any point prior to July 1, 2007, may be assigned an equivalent number of hours, if it is determined to be appropriate.

F. Research and Visiting Professors, Professors of Practice

Research Professors, Visiting Professors and Professors of Practice, including but not limited to Assistant Research Professors, Associate Research Professors, Distinguished Research Professors, and Research Professor, recognized under Article II, Recognition, supra, shall be exempted from the compensation provisions of Article X. Compensation for Professors of Practice shall be in accordance with Appendix L, Side Letter of Agreement Concerning Professors of Practice.

ARTICLE XI – LECTURERS

A. Employment Basis

- 1. Lecturers, designated as either University Lecturers or Senior University Lecturers, are full-time non-tenure track members of the instructional staff, whose primary responsibilities are teaching and professional practice.

2. Senior University Lecturer, is a rank of distinction that can be attained either on initial appointment or through promotion. Appointment to the rank of Senior University Lecturer is offered to candidates with documented superior performance and credentials in their domain of expertise. Promotion from the rank of University Lecturer to the rank of Senior University Lecturer is attained through successful teaching-related performance over a sustained period, demonstrating a record of substantial and continued effectiveness. To be eligible for promotion to the position of Senior University Lecturer, the candidate must have served for five consecutive years in the position of University Lecturer. Equivalent full-time teaching at the college/university level may be considered for two of required five years. The quality and significance of the candidate's work in instruction will be the primary determinant for promotion; however, professional development, scholarship, and service contributions may also be considered and evaluated. The procedure for applying for promotion to the Senior University Lecturer position is set forth in Appendix G.
3. The primary factors to be considered in determining the rank at which Lecturers are initially placed, starting salaries, decisions concerning reappointment, and decisions concerning eligibility for multi-year contracts, shall be as follows: teaching effectiveness, pertinent experience, academic credentials and market factors.
4. The hiring, renewal and non-renewal of Lecturers shall be the responsibility of the Departmental Chairperson with input from the department tenured and tenure-track faculty, subject to the approval of the College Dean and the Provost.
5. All Lecturers who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. With the exception of those employees newly hired to the University who have not completed an initial probationary period, employees serving a new or continuing probationary period in a position to which they are anticipated to be permanently appointed shall be entitled to placement upon the appropriate salary matrix. Thereafter, they shall, during the term of the one (1) or multi-year, employer determined contractual appointment, be employed on a contractual term basis as follows:
 - a. Following the end of the probationary period through the next five (5) consecutive, full, fiscal years of annual or multiyear contractual appointment, Lecturers shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).
 - b. Lecturers with at least five (5), consecutive, full fiscal years of Non-probationary, contractual appointment, will be expressly afforded a "Contractual Expectation Interest" in renewal of contractual appointment.
6. Contractual Expectation Interest shall be defined for purposes of this provision only as the right to reappointment in accordance with this provision, absent an Employer expressed and documented rational basis for non-reappointment, based upon substandard

performance or misconduct, noticed in writing to the Lecturer at least ninety (90) days before the expiration of his/her contractual term.

7. Lecturers holding a Contractual Expectation Interest who are not re-appointed in accordance with this provision may grieve the non-reappointment on the basis that the Employer did not have or timely provide a performance based rational basis to not reappoint that employee. The burden of proof shall be the Employer's.
8. The Employer shall maintain at least thirty-five percent (35%) of the Lecturers on multi-year employment contracts.
9. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days' notice or equivalent salary compensation paid in lieu of notice to the affected Lecturers. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.

B. Compensation

1. The salary pooling percentage for each year shall be as follows, calculated on July 1st of the applicable year of the increase:⁴

Fiscal Year 2016 - Year 1 – 2% of eligible lecturers' salary base

Fiscal Year 2017 - Year 2 -3% of eligible lecturers' salary base

Fiscal Year 2018 - Year 3 – 1.75% of eligible lecturers' salary base

Fiscal Year 2019 - Year 4 – 1.75% of eligible lecturers' salary base

2. Salary Minimums and Maximums:

In Year 1 of the Agreement, the salary cap for University Lecturers shall be increased to \$85,000, and the salary cap for Senior University Lecturer shall be increased to \$105,000. The minimum hiring rate for all Lecturer positions, in Years 1 and 2 of the Agreement, shall be no lower than the lowest salary received by a currently employed lecturer during the applicable year. Effective in Year 3 of the Agreement the minimum annual compensation for University Lecturers shall be \$50,000 per year, and the minimum annual compensation for Senior University Lecturers shall be \$55,000 per year. Individual salary increases above the applicable ranges shall be paid in cash. Minimum and maximum salaries for Lecturers are attached hereto as Appendix H.

3. Promotional Increase:

University Lecturers shall be entitled to a promotional increase of 7.5% upon promotion to Senior University Lecturer, in addition to any other salary increase to which they would be otherwise entitled.

4. In year 1 and 2 of the Agreement 90% of the the salary pool shall be distributed in as across-the-board increases to all Lecturers who are eligible for an increase and in active employment as of the date of the ratification of this Agreement. The remaining 10% of

⁴ Eligibility is defined in Article XVII.C.

the pool shall be designated as merit pay, and distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one shall receive a total salary increase of more than 1.5 times the average merit pool award. To the extent that this results in a salary that would exceed the salary cap the balance will be paid in cash.

5. The parties will make a good faith effort to negotiate a new merit program for Lecturers in time for it to be implemented in Year 3 of the Agreement. A sub-committee consisting of two (2) members appointed by the Association and two (2) members appointed by the administration, shall be formed to make recommendations to the parties with the goal of having a plan for a new merit program for Faculty Members and Lecturers in place by April 1, 2017. The new merit program will not be implemented in any given year of the Agreement unless a plan is in place and ratified prior to the year for which performance will be evaluated.
6. If a new merit program is not in place in time for it to be implemented in Year 3 and/or 4 of the Agreement, 75% of the Salary Pool will be distributed as across-the-board increases and 25% as merit pay, distributed at the discretion of the Provost, based on recommendations from the Chairs and Deans. No one shall receive a total salary increase of more than 1.75 times the average merit pool award.
7. The discretionary portion of the Pool in Years 1 and 2 (and Years 3 and/or 4 if no new merit program is agreed to covering one or both of those years) shall be used to address anomalies, inequities and to reward performance not sufficiently recognized. After the Provost finalizes how the discretionary pool will be distributed for any given year, he or she will provide the Association with a list of the individuals who will receive monies from the pool, how much each individual will receive, and a rationale for each discretionary distribution, prior to distribution. Decisions concerning who will receive these awards, and the amount of such awards, as long as the amounts are within the parameters set forth above, are not subject to the grievance procedure.
8. A Lecturer on Family Leave, or sick leave for at least one full semester during the year of review, shall receive an increase equal to the average percentage award for Lecturers for the year in question. A Lecturer on sabbatical leave for at least one full semester during the year of review shall receive an increase equal to the average award for that year.

C. Course Load

1. The nominal load for Lecturers is twelve (12) credit hours per semester (not to exceed 16 contact hours), other than those employed in the School of Architecture, for whom the nominal load is sixteen (16) credit hours. Assignments in lieu of course load may include formal student advisement, assignments, course/curriculum development, coordination, and department or college administration. The teaching load shall not normally be fewer than nine (9) contact hours.

D. Other Provisions

1. Involvement of Lecturers in faculty governance, performance evaluation of Lecturers, limitations on numbers of Lecturers, professional development for Lecturers, and other issues, may be the subject of future consideration and discussion by the Faculty Senate and/or the Professional Staff Association.
2. At least annually the university will track the number of Lecturer positions relative to the number of tenured and tenure-track faculty, and agrees to maintain the guideline that no more than 25% of full-time faculty positions (including tenured and tenure-track faculty and lecturers) shall be held by Lecturers. This guideline shall be applied across the university, rather than by department or unit. This guideline will not be exceeded without first engaging in a dialogue with faculty, through the PSA.

ARTICLE XII – NON-DISCRIMINATION

- A. There shall be no discrimination by the Employer, employees, or the Association against any member of the bargaining unit based upon membership or non-membership in or participation in legitimate activity on behalf of the Association.
- B. The willingness of the parties to continue the non-discrimination clause in the Agreement is predicated on the mutual understanding of the intent to comply with the Supreme Court decision in Teaneck Board of Education v. Teaneck Teachers Association, that discrimination claims relating to inherent managerial prerogatives cannot be subject to binding arbitration and with the limitations on arbitrability set forth in the Agreement.
- C. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE XIII – GROUP REVIEW COMMITTEE

A committee shall be established to review all group terminations of members of the negotiating unit when such terminations are for any reason other than individual performance and shall function as follows:

- A. The Committee to be comprised of six (6) persons from the negotiating unit, with three (3) selected by the President of the Association;
- B. The Committee shall meet at least once annually at an appropriate time with the appropriate Academic Officer to review the situation;
- C. The Committee may make written recommendations to the appropriate Academic Officer;