

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding is subject to ratification by the Board of Trustees of the New Jersey Institute of Technology and by the membership of the New Jersey Institute of Technology Professional Staff Association, Inc., for an Agreement which is an extension and continuation of the existing Agreement which will terminate June 30, 1977.

Ratification by the New Jersey Institute of Technology Board of Trustees is subject to receipt of letter from the proper official of the State of New Jersey that money other than operating funds is available for increments.

A. COMPENSATION ADJUSTMENT:

- i. It is agreed that during the term of this Agreement for the period July 1, 1975 - June 30, 1977, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices of the State and in keeping with the conditions set forth herein.
- a. The Employer agrees to provide the following benefits effective at the time stated herein or, if later, within a reasonable time after enactment of the appropriation.

For the fiscal year July 1, 1975 through June 30, 1976:

- (1) Normal merit increments shall be paid with retroactivity to the employee's respective anniversary dates in the event such date has passed, as of the implementation of this Agreement, to all employees eligible for such increments within the policies of the State Compensation Plan during the fiscal year 1975-1976.
- (2) Each full-time employee with one year or more of service as of July 1, 1975 shall be entitled to a one-time cash payment if currently employed on the date of such payment. Such payment shall not constitute a modification of the State Compensation Plan. Each employee who is earning a base salary rate, exclusive of overtime, of \$12,000 or less, shall receive a cash payment of \$250.00. Each employee who is earning a base salary rate, exclusive of overtime, of more than \$12,000



but less than \$20,000 shall receive a cash payment of \$125.00. Employees who have at least six months of service but less than a full year of service as of July 1, 1975 shall receive one-half of one of the cash payments as outlined above depending on their base salary exclusive of overtime.

(3) It is agreed that the State shall establish and continue the Prescription Drug Benefit Program for eligible unit employees and their eligible dependents and will implement such program as soon as practicable after the ratification of this Agreement.

b. Subject to the State Legislature enacting an appropriation of funds for these specific purposes, the State agrees to provide the following benefits during the fiscal year 1976-1977 effective at the time stated or, if later, within a reasonable time after enactment of the appropriation:

(1) There shall be a seven percent increase across-the-board for all employees effective in the first pay period of the fiscal year 1976-1977. The State Compensation Plan salary schedules shall be adjusted in accordance with established procedures to incorporate the increase for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to this adjustment.

(2) Normal merit increments shall be paid to all employees eligible for such increments within the policies of the State Compensation Plan.

(3) The State administered Prescription Drug Benefit Program, referred to in 1. a. (3) above, shall be continued during the fiscal year 1976-1977 and the State shall provide any necessary funds to maintain the current prescription drug program provided for the eligible employees.

c. To achieve implementation of the agreements made above, subject to the availability of funds appropriated by the Legislature for those specific purposes, the State shall seek introduction and enactment of appropriate funding measures to provide the monies for each fiscal year.

B. Only the following changes shall be made in the existing Agreement:

1. The Professional Staff Association Governing Board Members shall not participate in support of grievances concerning members of their own Department.
2. At least once each year each Administrative employee shall have an evaluation conference with his/her Director or Supervisor. At the conference, the employee's total performance and professional progress shall be reviewed. Following this conference, the Director or Supervisor shall prepare a record of the evaluation discussion for inclusion in the employee's personnel file. A copy of this memorandum shall be given to the employee within ten (10) working days following the conference. The employee will then sign the copy of the memorandum and return it to the Director or Supervisor as an indication that he/she has read and is aware of its contents.
3. The Employer agrees to meet with the Association in a good faith effort to develop a written policy pertaining to promotion of Administrative personnel.
4. The following time standards shall be applied by the Employer for written notification of non-reappointment under normal circumstances of full-time non-tenured members of the faculty and instructing staff:
 - a). Not later than April First during the first year of service shall an academic appointment be notified of non-reappointment at the completion of that first academic year.
 - b). Not later than January Fifteenth during the second year of service shall an academic appointment be notified of non-reappointment at the completion of that academic year.
 - c). Not later than June Thirtieth during the third, fourth or, fifth year of service shall an academic appointment be notified of non-reappointment in which event he shall receive a terminal contract ending the subsequent academic year.
5. The following time standards shall be applied by the Employer for notification of termination for Administrative members of the bargaining unit:
 - a). Except for just cause, an Administrative member of the bargaining unit shall not be terminated with less than thirty (30) days notice and such notice may be waived by payment of thirty (30) days payment.



6. This Agreement shall be effective as of July 1, 1975, and will terminate as of June 30, 1977, subject to proper notification.

For the Professional Staff Association, Inc.:

For the Employer:

Signed this _____ day of _____, 1976

