

Agreement

July 1, 2011 – June 30, 2015

between
New Jersey Institute of Technology
and
COUNCIL 52, AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

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NJIT/AFSCME AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer, and Council #52, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive negotiating agent for the purposes of negotiating terms and conditions of employment for:
- B. All operations and maintenance, department technical staff, and special services employees employed by New Jersey Institute of Technology, but excluding teaching staff, administrative staff, office and clerical employees, guards, part-time employees working normally twenty (20) hours or less per week, student employees, employees assigned to the Council of Higher Education in Newark (CHEN) and all others and supervisors within the meaning of the Act.
- C. The inclusions of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provisions describing a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement.
- D. Temporary employees shall be entitled to those benefits determined by law, but shall not be members of the bargaining unit for which Council #52, AFSCME, AFL-CIO is recognized as the sole and exclusive negotiating agent nor shall such employee be entitled to any benefits or protection provided by the Agreement.
- E. Subject to provision of law to the contrary, should the Employer, during the term of this Agreement, re-employ the services of food services personnel in positions describing a food service worker, food service cashier, chef or other food preparer or handler previously recognized by the Employer and Union as within the jurisdiction of the Union, then upon a showing of majority interest by such employees but without the necessity of an election, said food service employees shall be accreted into the bargaining unit and thereafter recognized for the purposes of collective negotiations as within the Union's jurisdiction.

ARTICLE II

NEGOTIATING PROCEDURE

- A. The Union shall present its demands to the Employer, in writing, relating to terms and conditions of employment, on or before October 1st. On or before November 1st, the Employer shall meet with the Union for the purposes of negotiating, in good faith, a mutually acceptable Agreement.
- B. The Employer agrees that any written salary and fringe benefits which apply to all employees shall not be changed during the period of this Agreement unless such change is mandated by state action.
- C. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decisions of the court shall only apply to the specified Article, Section, or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree to meet immediately and discuss a substitute for the invalidated Article, Section, or portion thereof.
- D. The foregoing constitutes the entire Agreement between the parties and shall not be changed, except by an amendment mutually agreed upon between the parties, in writing annexed hereto, and designated as an amendment of this Agreement.

ARTICLE III

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.
- 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 and modified by this Agreement.
- C. The Employer retains its responsibility to promulgate and enforce the rules and regulations subject to limitations imposed by the law governing the conduct and activities of the employees not inconsistent with the express provisions of this Agreement.

ARTICLE IV

DUES/FEES DEDUCTION

- A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 (9) (e), as amended) the Employer agrees to deduct from each paycheck the Union Dues (Dues) and regular assessments 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 1st of each year provided the notice of withdrawal has been filed timely.
- C. The amount of the Dues made from each of twenty four (24) paychecks out of an even twenty-six (26) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15th) day of the calendar month succeeding that in which such deductions are made, together with a list of names of the Union members from whose pay such deductions were made.
- D. 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.
- E. Errors made by the Employer in the deduction and/or remittance of the monies under this Agreement shall not be considered by the Union as a violation of this Agreement.
- F. **Representation Fee (Agency Shop)**
 - 1. Purpose of Fee
 - a. Subject to the conditions set forth in (b) below, all eligible nonmember 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 until June 30, 2015. 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 Representation Fee program is predicated on the demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.
 - c. If, at the signing of this Contract, the above percentage has not been achieved, the Representation Fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the

minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1st, April 1st, July 1st, or October 1st, the Representation Fee plan shall be reinstated, with proper notice to the affected employees.

- d. In each year of the contract on July 1st, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the Representation Fee shall continue until the following annual assessment. If it has not, the Representation Fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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 F1 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 eighty-five percent (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, 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 reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals employed in this unit from a re-employment 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 as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The Representation Fee, in lieu of dues, shall be available to the Union only 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 the Employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arose from deduction made by the Employer in accordance with this provision. The Employer shall not be held liable to the Union for any retroactive or past due Representation Fee for an employee who was identified by the Employer as excluded or confidential or, 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.

ARTICLE V

RIGHTS OF THE UNION

- A. The Employer agrees to recognize those members of the negotiating unit, not to exceed five (5), who are designated by the Union as Union representatives for collective negotiations by written notice of the names of such members of the negotiation unit

given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

- B. Authorized Representatives of the Union shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the university is normally open provided they do not interfere or interrupt normal university operations or the work of any individual employee or group of employees.
 - 1. Representatives of the Union who are also employees are required to obtain release time from their immediate supervisors in order to transact official business during working hours.
 - 2. Representatives of the Union who wish to transact official business with an employee or group of employees must first obtain permission of the supervisor or supervisors in charge of that work area.
 - 3. Approval of such release time and/or meeting with other employees shall not be unreasonably withheld.
- C. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official Union business.
- D. The Employer agrees to submit to the local Union, each month, a list of new employees eligible for the bargaining unit and their job classification.
- E. The Employer agrees to send copies of job postings, changed assignments, promotions, demotions, disciplinary actions and reclassification actions to the local Union President and Council #52.

ARTICLE VI

HOURS OF WORK

- A. The regular hours of work each day shall be consecutive except for interruptions for lunch periods and the workweek shall consist of five (5) consecutive days.
- B. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time involving no more than eight (8) consecutive hours of work.
- C.
 - 1. Work schedules showing the employee's shifts, workdays and hours shall be posted on all departmental bulletin boards at all times. Work schedules shall not

be changed without reasonable notice to the employees affected and the Union. Reasonable notice shall, except in demonstrably extenuating circumstances, be considered to be at least two (2) weeks in advance of the implementation of the shift change(s).

2. In the event the Employer decides to create new work shifts, the Employer shall meet and confer with the Union regarding any such new shift prior to its implementation. Such conference may include any problem perceived by the Union. The parties shall attempt to reach, within a reasonable period of time, agreement on a resolution of any problem raised by the Union, but failure to reach such agreement shall not hinder the implementation of such new work shifts, and the only grievable matter is whether, pursuant to this paragraph, such a meeting and discussion took place.
3. Prior to implementation of a shift change for incumbent employees, except where the Employer adjusts a shift of an employee in active disciplinary status or unless a certain expertise is required on a given shift that all members do not have, volunteers shall first be solicited in order of seniority with the most senior incumbent given option of first refusal.

Except as noted above, should no incumbent volunteer, assignment shall be made in inverse seniority order with the least senior incumbent first assigned the changed shift.

- D. All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each one-half (½) shift, however, such can be varied if necessary.
- E. Employees who are required to continue work on an overtime basis, when it is anticipated that such overtime work shall include one-half (½) or more of the new shift, shall receive a fifteen (15) minute paid rest period before they begin work on such next shift. If such overtime work must coincide with scheduled evening classes, the time between the end of the regular shift and the time at which the evening classes are scheduled shall not constitute hours worked for overtime payment.
- F. In the event the Employer should provide a reduced workday during any period of the year, there shall be no afternoon rest period.
- G. Unless and until agreed upon to the contrary by the Employer and the Union, full-time employees are hired, classified and scheduled to work either 35, 37 ½ or 40 hours per week, inclusive of paid rest break time as set out in this Agreement. Every full-time employee shall be afforded an unpaid lunch period of thirty (30) minutes unless a sixty (60) minute period is scheduled by the Employer upon at least two (2) weeks' notice to the employee and the Union. A sixty (60) minute lunch period maybe returned to a thirty (30) minute lunch period upon at least two (2) weeks' notice to the employee and the Union.
- H. Employees specifically directed by their supervisor to remain at their work areas between

assigned work periods shall be entitled to pay for hold-over time at their regular job rate, subject to the provisions of Article VIII, Rate of Pay, pertaining to payment of overtime compensation.

- I. The parties agree to resolve and incorporate items pertaining to paragraph C.3 above in labor-management committee in accordance with Article XX of the Agreement.

ARTICLE VII

HOLIDAYS

- A. Each member of the bargaining unit shall be entitled to the following named, paid holidays:
 1. New Year's Day
 2. Independence Day
 3. Labor Day
 4. Thanksgiving Day
 5. Christmas Day

Additionally, members of the bargaining unit shall receive six (6) paid holidays as designated by the Employer.

Finally, members of the bargaining unit shall receive two (2) floating holidays, providing such "floating" holidays shall be taken at a time agreeable to the supervisor.

- B. In the event any of the regular paid holidays fall on a Sunday, they shall be observed on the following Monday. Should any of the regular paid holidays fall on a Saturday, they shall be observed on the preceding Friday.
- C. The Employer shall continue its requirements for eligibility for holiday pay; however, an employee who is not on the payroll shall not be eligible for holiday pay.
- D. Employees, who are on the payroll on a day designated by the Employer as a paid holiday, shall receive their regular rate of pay for that day. Subject to and except for the limitations of the provisions of E. infra., any employee who is required to work any of the days designated by the Employer as a paid Holiday, shall be afforded the following premium pay in addition to the Holiday pay:
 1. For the first eight (8) hours, time and one-half (1/2) for all hours worked.
 2. For all hours in excess of eight (8), double time for all hours worked.
- E. For the period of the four (4) regular weekdays falling between the Christmas and New Year's Holidays, the Employer shall designate, for each bargaining unit member, two (2) of these days as paid Holidays, as part of provision A. supra.

The Employer shall notify each bargaining unit member of the individually scheduled and designated two (2) holidays, falling during this period, as soon as possible but in no

event later than December 1st , of each year.

Any employee whose service and attendance is necessary, as determined by the Employer, for either one (1) or both of such designated days, shall receive one (1) floating holiday for each day of service. Floating holidays shall be taken at a time agreeable to the supervisor. Prerequisite to such attendance shall be the provision of written notice to all affected bargaining unit members on or before December 1st of each year.

There shall be no holiday premium pay for days worked during this period. Other contractual provisions and those relevant mandates of the Fair Labor Standards Act pertaining to overtime are unaffected and continue.

- F. The thirteen (13) holidays, annually provided, pursuant to this Agreement, constitute the entire paid holiday schedule provided by the Employer.
- G. For the purpose of computing overtime, all holiday hours, whether worked or unworked for which an employee is compensated, shall be regarded as hours worked.
- H. It is expressly intended and understood that there are no additional paid holidays available to members of the bargaining unit, except as expressly provided by other provisions of this controlling Collective Bargaining Agreement.

ARTICLE VIII

RATE OF PAY

- A. The regular work week shall commence at 12:00 AM, Sunday and end at 11:59 PM on Saturday.
- B. Time and one-half (1 ½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:
 - 1. All work performed in excess of 7, 7½ or 8 hours, depending upon an employee's classified and scheduled work shift, in any workday in which the employee worked or received paid excuse therefrom.
 - 2. All work performed in excess of forty (40) hours in any workweek in which the employee worked or received paid excuse therefrom.
 - 3. All work required by the Employer to be performed on an employee's regular sixth day provided he/she worked or received paid excuse for 35, 37.5 or 40 hours during that work week.

- C. Eligibility for overtime pay shall only be based upon time actually worked, or received paid excuse therefrom, and shall not include time not worked and/or not paid in calculating the daily or weekly hours.
- D. Any employee who is scheduled to report to work for a regular scheduled workday shift and who presents him/herself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he/she was scheduled to report if such job is available. If work on the job for which he/she was scheduled to report is not available, the employee shall be assigned to such duties as the Employer designates.
- E. If overtime work is available, it shall be distributed first to the persons doing such work normally. If a greater number than those normally doing the work are required, the work shall be distributed equally among those, within the same job classification, qualified to perform the work.
- F. In addition to all contractual provisions relating to overtime:
 - 1. Employees recalled to work for emergency reasons after having departed from work, following completion of a full regular work shift, shall be guaranteed a minimum of two (2) hours pay at the overtime rate of time and one-half (1 ½) for call back work.
 - 2. If necessary overtime is of an emergency nature and shall be continuous for over four (4) hours, the appropriate building personnel shall be called and night shift personnel shall be held over to perform such overtime until the day or afternoon shift personnel, as appropriate, shall report to work.
 - 3. If necessary overtime is of an emergency nature and shall be continuous for less than four (4) hours, night shift personnel may be held over to perform such overtime without the necessity of calling appropriate building personnel.
- G. The distribution of overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall convene a Labor/Management meeting in accordance with Article XX, Labor Management Committee, of this Agreement.
- H. If there are not the necessary number of volunteers to perform the required overtime work, the Employer shall assign employees, as required, in reverse job classification seniority order, beginning with the least senior.
- I. Subject to Article XVII, Seniority, B.3., if a member of the bargaining unit is formally assigned full-time, on a temporary basis, to a job having a higher salary range, he/she shall, after three (3) continuous workdays, be temporarily promoted to the higher salary range job, retroactive to the first day. The temporary assignment of the higher salary rate shall be accompanied by the full level of performance responsibility and accountability for the higher level position while occupied; however, the higher salary shall not be reduced due to less than satisfactory performance while in the higher level

position. Upon being reassigned, thereafter, to his/her permanent position, he/she shall immediately receive the rate of pay at the lower salary range.

ARTICLE IX

VACATION

- A. **Vacation Allotment:** Employees shall be granted an annual paid vacation for use in accordance with this provision on the following continuing employment basis:

Eligibility	Hours Earned	Which is the equivalent of:
Date of hire through one (1) full fiscal year of service	8.75 hours (35 hour work week), 9.375 hours (37.5 hour work week), or 10 hours (40 hour work week) per month	1 ¼ work day per month
The second (2 nd) full fiscal year through ten (10) full fiscal years	105 hours (35 hour work week), 112.5 hours (37.5 hour work week), or 120 hours (40 hour work week) per year, available at the beginning of each fiscal year	15 work days per year, available at the beginning of each fiscal year
Beginning the eleventh (11 th) full fiscal year and thereafter	140 hours (35 hour work week), 150 hours (37.5 hour work week), or 160 hours (40 hour work week) per year, available at the beginning of each fiscal year.	20 work days per year, available at the beginning of each fiscal year.

Vacation leave is initially accrued through one full fiscal year and thereafter administered on a fiscal year calendar. The Employer's fiscal year is July 1st through June 30th of the following year.

- B. **Vacation Utilization:** While utilization of vacation is based upon mutual agreement of the Employer and the employee, full utilization is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. In this regard, it is expected that supervisors will maintain a fully updated vacation record, showing unused allotment and usage, and will take a proactive role in scheduling vacation usage in a manner that is mutually beneficial to the university and its employees.

1. Vacation may be utilized in hourly increments, partial days, full days or consecutive days in a manner that permits operations flexibility and no significant disruption in university service.

2. Vacation may not be unilaterally scheduled or taken and neither may it be used to provide payment for an unauthorized absence.
 3. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, preferential scheduling for specific vacation days shall be based upon seniority provided a qualified person is available to perform the work.
 4. Vacation periods shall not include more than fifteen (15) consecutive work days at any one time and shall normally be taken between June 15th and September 1st.
 5. If a paid Holiday, as set out under Article VII, Holidays, of the Agreement, occurs during the regular workweek in which Vacation is taken by the employee, the employee's vacation shall either be extended one additional workday or not charged one day, as mutually agreed between the Employer and the employee.
- C. Vacation Carryover: Up to one year of unused vacation allotment remaining on June 30th of each fiscal year, may be carried over for use in the ensuing year. Unused vacation, in excess of that allowed to be carried over will be forfeited.
- D. Vacation Payout: Upon separation from employment, unused vacation allotment, computed at the daily rate of the salary of the separating employee at the time of separation will be handled as follows:
1. It is intended that employees separating in good standing shall be able to receive the benefit of accumulated but unused vacation time. If an employee who separates in good standing provides written notice of resignation or retirement of at least the same amount of time as the amount of time to be taken he/she may use all accumulated vacation time prior to the date of resignation or retirement. For example – Employee X has 15 vacation days (3 weeks). Employee X must provide 30 days' notice (6 weeks) in order to utilize all accumulated vacation time. For the purposes of this section, an employee's useable vacation time may include carryover and the advanced allotment pro-rated to the time of separation. Accrued time that is not used in the preceding manner will not be paid out upon separation.
 2. Any bargaining unit member who separates from employment as a result of a layoff, pursuant to Article XVII (B), will receive up to fifteen (15) days of pay for unused vacation allotment.
 3. Employees terminated for cause will not be entitled to payout or vacation utilization after termination.

ARTICLE X

FAMILY LEAVE

The university has long recognized the importance of family issues as an integral component of a responsive human resource environment. It has provided a number of benefits including leaves of absence for personal and family reasons. As the state and federal government has specifically legislated in this area affording unpaid and paid leave to employees under certain specific circumstances, the university adopts the following Family Leave Policy. This Policy shall be interpreted consistent with applicable state and federal law, and shall be interpreted consistent with the university's other standing leave policies, including applicable collective bargaining agreement.

I. Available Leave

Under prescribed parameters as set out hereafter, an eligible employee may take a leave of absence from employment for up to twelve (12) weeks during a defined twelve (12) month period, with the exception of military Caregiver Leave as described in I.F, below, for anyone of the following reasons:

- A. Birth and child care of an employee's biological child during the child's first year of life.
- B. Adoption or foster care placement and care for the infant/child in his/her first year following adoption or foster care placement.
- C. Serious illness or health related, disabling condition of a spouse, child(ren), or parent.
- D. Serious illness or health related, work disabling condition of the employee.
- E. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- F. To care for a covered service-member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service-member (Military Caregiver Leave).

Under prescribed parameters as set out hereafter, and in the Family and Medical Leave Act of 1993 (FMLA), as amended, an eligible employee may take a leave of absence from employment for up to 26 weeks of leave in a single 12-month period to care for a covered service-member. A covered service-member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or (2) a veteran who was

discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.* . Eligible employees may be entitled to a combined total of up to 26 weeks of all types of FMLA leave during the single 12-month period.

*Note: The FMLA definitions of "serious injury or illness" for current service-members and veterans are distinct from the FMLA definition of "serious health condition." For more information contact the Department of Human Resources.

II. Twelve Week Period (Parameters)

- A. While the university may, under other provisions of employment or of its own discretion, authorize leaves of absence greater than twelve weeks and for other purposes, under this policy a maximum of twelve week leave for any and all enabling reasons, (with the exception of Military Caregiver Leave as described in I.F., above, which allows a total of 26 weeks of leave in a single 12-month period,) may be taken during the same twelve month period for leaves pursuant to I. A., B. or C., Available Leave, above. One twelve week leave pursuant to I. D. or I. E. above may also be taken in each defined twelve month period. The twelve month period is defined in provision V., Leave Year, below.
- B. For leaves taken pursuant to I. A. or B., Available Leave, above, the maximum twelve week period must commence prior to the child's first year following birth (I. A., Available Leave) or prior to the first anniversary date of an adoption or foster care placement (A. 2., Available Leave).
- C. The twelve week period amounts to sixty (60) work days that may be taken as set out below.
- D. The leave may be taken on a consecutive week, intermittent weeks or reduced time basis as follows:
 1. Intermittent leave consists of leave taken in separate blocks of time, and may include leave of periods from one hour or more to at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only be scheduled and taken with the consent of the university, when invoking leave under provisions I. A. or B., Available Leave, above. If intermittent leave is to be taken for purposes of invoking New Jersey paid family leave benefits, such leave may only be scheduled and taken with the consent of NJIT and disclosure to the state Department of Labor.
 2. Reduced time leave consists of a work reporting schedule that allows a shortened work day or shortened work week. Reduced time leave may only be scheduled and taken with the consent of university when invoking

provisions I. A. or B., Available Leave, above. An employee on reduced time leave may, at the discretion of the university, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the university. Leave under this provision shall be accounted for and charged on an hour for hour basis.

3. Requests for reduced time leave or intermittent leave under provisions I. A. and B., Available Leave, above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.
4. All leaves, for all reasons, are predicated upon the employee providing the university as much notice as possible. Absent extraordinary circumstances, at least thirty (30) days advance notice of leave is required, except where an employee is seeking leave under I.C. for purposes of New Jersey paid family leave benefits, in which event fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, shall result in a delay in commencement of leave, if otherwise entitled, for the requisite fifteen (15) day period.

III. Leave Validation

Each leave, as set out in provision I., Available Leave, above, is subject to the prerequisite validation as follows:

- A. Both I. A. & B., Available Leave, leaves must be validated, at the university's request, as to the enabling facts of the leave. For example, it must be established by the applicant for leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
- B. Leave, under I. C., & I. F, Available Leave,. above, must be validated by a written certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by the university, the employee must validate, through reasonable means, the enabling family relationship.
- C. Leave, under I. D., Available Leave, above, must be validated by a written certification of expert opinion by a qualified, licensed health care provider, describing the work debilitating illness or other work debilitating health related condition and its disabling onset, affect and anticipated duration. When an employee seeks to take leave under I.D and may be eligible for leave rights under the federal Family and Medical Leave Act

(FMLA), NJIT may include a statement of the essential functions of the employee's job with its request for medical certification. The medical certification may be deemed insufficient if the health care provider does not identify which essential functions the employee is unable to perform.

D. Under leave enabling provisions I. C., D, and F., Available Leave, above, when the university reasonably believes a submitted certification is suspect, in significant degree, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's submitted validation shall result in leave validation. An opinion dissenting from a suspect/faulty validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the leave.

1. Referral for a third, binding health care professional's opinion shall be by agreement of the employee selected health care provider and the university selected health care provider. Failing agreement, referral shall be by agreement of the employee and the university. Failing secondary agreement, referral shall be made by the university.
2. Both second and third health care provider's opinions shall be arranged and paid for by the university.
3. Failure by an employee to provide a certification which, on its face, purports to meet the primary validation requirements set out above, shall result in denial of leave and its benefits, and not a second or third opinion, as the original certification is the sole responsibility of the employee as prerequisite to either any leave entitlement or a second or third opinion by a licensed health care provider.

E. Whenever an employee seeks to take a leave and may be eligible for FMLA leave rights, NJIT may designate a representative (such as a Department of Human Resources employee, Office of the General Counsel employee, or a health care provider), who is not the employee's direct supervisor, to contact the health care provider who provided any submitted medical certification supporting the employee's application for leave, for the purposes of authenticating and/or clarifying the medical certification. The employee must provide a HIPAA-compliant release to NJIT allowing such communication with the health care provider. NJIT may deny FMLA leave if the employee fails to provide such a release or if a medical certification is not otherwise authenticated and/or clarified.

F. While an employee is on Family Leave, pursuant to provisions I. C., D, or F., Available Leave, above, the university may request and is then entitled to periodic formal updates or re-certifications as appropriate to the original certification parameters. The university imposed requirement for update or re-certification hereunder shall not be unreasonably applied, and the university will consider, in good faith, the necessity and frequency of update or revalidation unique to each individual leave based upon the nature and

parameters of the original certification and any factual change in individual circumstance.

- G. Prior to an employee's return to the university from leave provided pursuant to provision I. D., Available Leave, above, the university may request and receive health care provided certification that the employee on leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered to perform the regular, necessary functions of the job. NJIT may include a statement of the essential functions of the employee's job with its request for medical certification. The university will cooperate fully with the health care provider in making this assessment by providing, if necessary, a position description and/or thorough discussion of the dimensions of the position not easily gleaned from such position description.

Where an employee is on intermittent FMLA leave, NJIT may, where reasonable job safety concerns exist, request and receive health care provided certification, that the employee is able to perform the essential functions of his job. NJIT may only request such health care provided certification up to once every thirty (30) days.

- H. All medical records provided in accordance with policy and consistent with law shall remain confidential with the university and within the university, shall remain disclosable only to the Department of Human Resources or those officers and/or employees of the university with a need to know the certified rationale, including by way of illustration, the President, the Vice President for Human Resources and the General Counsel. The employee may choose to disclose the health condition diagnosis to his/her immediate supervisor or others in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.

IV. Leave Prerequisites

- A. Within the leave parameters set forth in A. Available Leave, above, the prerequisites to family leave are as follows
1. An employee must have been employed by NJIT for 12 months and worked a minimum of 1,000 hours in the year (12 consecutive months) immediately preceding the leave for leaves under provision I. A. B. & C., Available Leave, above.
 2. An employee must have been employed by NJIT for 12 months and worked a minimum of 1,250 hours in the year (12 consecutive months) immediately preceding the leave for leave pursuant to I. D., E., and F., Available Leave, above. The time of the employment need not be consecutive nor need it be full-time.
 3. To qualify for leave rights under the New Jersey Paid Family Leave Act (New Jersey Temporary Disability Benefits Law), an employee must be eligible as

defined by the state Temporary Disability Benefits Law, which states that an employee must have worked for NJIT for at least 20 weeks and earned no less than 20 times the minimum wage (currently \$165/week) or earned at least 1,000 times the minimum wage (currently \$8,250) in the year immediately preceding the leave taken pursuant to I.A., B., and C., above.

- B. The hours prerequisites set out above refer to actual hours worked at the university and do not refer to excused or unexcused absences.
- C. FLSA exempt employees (professional/administrative staff and faculty) will be presumed to have worked the requisite number of hours if they have met the twelve (12) months of prior employment requirement. The presumption is rebuttable. The burden of rebuttal is with the university.

V. Leave Year

The university will calculate available leave by the "rolling" method. This means that when requesting otherwise available leave under this policy, the university will calculate the amount of leave used within the immediately preceding twelve (12) months of employment and subtract that number from the total number of days equal to twelve (12) work weeks (60 days). Each leave year is then unique to each employee of the university.

VI. Leave Entitlements

A. Compensation Family Leave is, of itself, an unpaid leave.

1. For leave under provisions I. A., B. & E., Available Leave, above, an employee will be afforded an option to charge accrued vacation and/or administrative day leave for the absence. In the event an employee seeks leave under I A. & B., Available Leave, above, and elects to utilize New Jersey paid family leave benefits, NJIT will not require the employee to charge any accrued leave (vacation and personal) during any New Jersey paid family leave time.
2. For leave under provisions I. C., D., or F., Available Leave, above, an employee will be required to charge any and all accrued sick leave, until exhausted, as prerequisite to taking unpaid leave under this policy. Additionally, an employee may elect to charge accrued vacation and/or administrative day leave for leave invoked under these provisions once sick time has been exhausted. However, in the event an employee seeks leave to care for a seriously ill spouse, civil union partner, domestic partner, parent or child and receives New Jersey Paid Family Leave Benefits, NJIT will not require the employee to charge more than two weeks of any accrued leave (sick) during any New Jersey paid family leave time.
3. Charged vacation, administrative day or sick leave banked accruals will be taken in hour for hour increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt employees the charge will be to the nearest half

day. (For example, a professional staff employee who takes four full days and one five hour day leave in one week will be charged five full days as accrued 35 hours of banked time).

4. Elected or required utilization of paid vacation, administrative day, or sick leave accruals does not extend family leave or otherwise modify those other leaves available to employees of the university.
- B. **Health Benefits:** The health benefits coverage in effect and covering the employee immediately prior to leave shall be maintained throughout the period of family leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law. Required health benefit contributions and/or copayments shall be continued during the family leave period.
 - C. **Other Benefits:** Other benefits available to employees on leave shall be governed by the provision applicable to the leave. If for example, the employee is drawing paid sick leave while depleting Family Leave, the provisions of sick leave policy not inconsistent with this policy shall govern, while the provisions of unpaid leave policy that are not inconsistent with this policy shall govern an unpaid Family Leave or any portion thereof.
 - D. **Worker's Compensation:** Time away from regular employment reporting appropriately governed by Worker's Compensation Law and program regulation is, if and when all enabling prerequisites are met, chargeable as Family Leave pursuant to enabling provision I. D. above.
 - E. **Reinstatement:** An employee ready and able to return to his/her position of employment immediately following exhaustion of family leave will be returned to his/her position or, at the university's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any leave (e.g., layoff, contractual non-reappointment, or natural term expiration of a terminal or temporary position of employment).
 - F. **Key Employee Exception**
 - a. Employees of the university who, during a period of family leave taken pursuant to I. A., B., or C., Available Leave, above, are within the top 5% of the university's employees with respect to gross income paid by the university, are "Key Employees" and may be denied leave as set out above if such leave will, as can be established by the university, cause substantial and grievous economic or other organizational harm to the university.
 - b. Employees of the university who, during a period of family leave taken under any enabling provision, are within the top 10% of the university's employees with respect to gross income paid by the university are also "Key Employees" and may be denied reinstatement as set out above, if such reinstatement will, as can be established by the university, cause substantial and grievous economic or other

organizational harm to the university.

- c. Key Employees must be individually noticed by the university, prior to taking leave, that they are Key Employees and that leave and/or position restoration may be denied them depending upon their Key Employee status and type of leave desired.
- d. An employee on leave who, during the leave, becomes a Key Employee or a Key Employee who failed to receive such notice prior to commencement of leave and who would not otherwise be entitled to leave or would not otherwise be reinstated pursuant to this provision, will be notified by the university immediately and given an opportunity to immediately return from leave with full restoration to his/her position prior to denial of further leave or denial of reinstatement.

VII. Definitions

1. **Child**: A child is the biological, adopted or formally placed, foster care child, step child or legal ward of the employee requesting leave and under eighteen years of age or eighteen years and over but certifiably incapable of self-care because of mental or physical impairment.
2. **Parent**: A parent is the biological or legally recognized parent of a child. For leave pursuant to provision I. C. above, a parent shall include parents-in-law.
3. **Spouse**: A spouse is the legally recognized, married partner of the employee requesting leave or the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law.
4. **Next of Kin**: Next of kin of a covered service-member for the purposes of I.F (Military Caregiver Leave) shall be defined as determined under federal rules and regulations governing family leave and shall include the nearest blood relative other than the covered service-member's spouse, parent, son or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service-member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service-member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave under the FMLA.
5. **Serious Illness or Health Related Condition**: This is defined as an illness, injury or physical or mental impairment that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three (3) days' absence from work and continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three days; or continuing treatment by or under

the supervision of a health care provider of a chronic or long-term condition or disability that is incurable.

6. Health Care Provider: A "health care provider" is defined as determined under state and federal rules and regulations and shall include any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner or psychologist performing within the scope of their licensed practice as defined under law.

VIII. Jurisdiction

This policy applies to all employees of the university and shall be administered consistent with other university policies, including collectively negotiate policies, and the law.

ARTICLE XI

SICK LEAVE

A. Interpretation

Sick Leave is a paid personal benefit that is accrued with active employment and shall be construed consistent with Article X, Family Leave. Under certain conditions as set out in Article X, Family Leave, both Family Leave and Sick Leave will be used simultaneously. Under other conditions, Sick Leave as set out herein, will be used and depleted separately from Family Leave eligibility and use. Finally, under certain conditions as set out under Article X, Family Leave, Family Leave is available for use but Sick Leave is not and will not be used.

B. Accrual

Eligibility	Hours Earned	Which equates to
Full Time New employees, commencing with the beginning of their employment	7 hours (35 hour work week), 7.5 hours (37.5 hour work week), or 8 hours (40 hour work week per month to the end of that fiscal year	One (1) day per month to the end of that fiscal year
Thereafter, full time employees shall earn	8.75 hours (35 hour work week), 9.375 hours (37.5 hour work week) or 10 hours (40 hour work week) per month	Fifteen (15) working days per fiscal year

C. Utilization

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance

of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy.

2. Accumulated Sick Leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave utilized for bereavement shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human Resources.
3. Absences before and after a designated Holiday shall be limited to personal illness. Any application for absences during these periods for reasons other than personal illness shall be subject to approval by the immediate supervisor in advance of the proposed absence.
4. In the event of an early closing, any bargaining unit member who is absent due to an authorized pre-approved leave of absence for that day will have his/her accumulated leave bank pro-rated based upon the time of the closing. Any bargaining unit member who calls out the day of an early closing will be charged the value of a full day against his/her respective leave bank in accordance with Article XXVII, Emergency Closing Policy.

D. Authorization and Validation

1. **Anticipated Leave** Any proper utilization of Sick Leave anticipated in advance must be requested as far in advance as practicable and approved by the employee's immediate supervisor prior to utilization. Approval will not be unreasonably denied. Examples of Anticipated Leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short term care for an ill member of the immediate family. Within a reasonable period of time following utilization of Sick Leave for this purpose, the employee must validate the reason for scheduled Leave by means of written proof that the scheduled purpose for the Sick Leave did occur.
2. **Unanticipated Leave** Utilization of Sick Leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employee's supervisor to notify the Employer of unanticipated Sick Leave.
3. Long term absences for sick leave that exceed the 60 days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every 30 days.
4. 4. If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness enabling

Sick Leave usage. An employee absent for unanticipated Sick Leave for any and all periods totaling more than ten (10) days in any fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling Sick Leave usage.

5. Sick Leave taken for purposes of bereavement, pursuant to provision C.2. above, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement; however, bereavement utilization of Sick Leave must, upon request, be validated through independent written documentation whether anticipated or unanticipated.
6. Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of an employee, the five (5) and ten (10) day validation requirement shall be waived as a matter of regular course; however, upon reasonable suspicion of abuse or following fifteen (15) days usage of Sick Leave during a fiscal year, the Employer, the Union and employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical recertification of the chronic illness. Nothing herein shall be deemed, except as specifically stated, to limit management's prerogatives relative to operational determinations including the potentiality for termination of an employee whose legitimate absenteeism is too excessive to continue in active employment.

E. Confidentiality of Records

All medical reports and diagnosis provided pursuant to this Article shall remain confidential within the Department of Human Resources, the Office of General Counsel, and the President, only.

F. Unused Sick Leave – Retirement

Subject to the provision of N.J.S.A. 11A:6-17 and rules and regulations promulgated there under, a full-time employee who enters retirement, pursuant to the provisions of a State administered or approved retirement system, and has to his/her credit any earned and unused accumulated Sick Leave shall be entitled to receive supplemental compensation for such earned and unused accumulated Sick Leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated Sick Leave based upon the average annual compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within

one (1) year of the effective date of retirement.

ARTICLE XII

OTHER LEAVES OF ABSENCE

A. Extraordinary Leave

Except for those express paid or unpaid leaves provided for elsewhere in this Agreement by specific provision, any and all Leaves of Absence may only be afforded under extraordinary circumstances and in the sole discretion of the Employer, as formally approved by the President of the university. Terms of any such leave shall be entirely set out by the Employer.

1. Procedure

- a. Any and all requests for Leaves of Absence under this provision must be made in writing, with specific statement of need for leave, as far in advance of the desired leave as possible. Application for leave must be submitted to the employee's immediate supervisor except in such cases where the specific statement of need recites a personal, medical or other extraordinarily confidential basis, in which case the full application shall be submitted to the Department of Human Resources with notice to the immediate supervisor that a request has been made for the duration stated on the application.
- b. Approval, denial or modified approval of the requested leave shall be provided promptly by the Employer. Reason for denial of unpaid leave shall be provided by the Employer.
- c. Administration of this Article is grievable only on the limited basis that the Employer held no rational basis to deny the requested leave. Problems arising out of the administration of this Article may be referred to the Labor/Management forum for discussion and attempted resolution.

2. Reinstatement

- a. Should the Employer reasonably determine that an employee's return to work might jeopardize his/her health or safety or that of the university's students or other employees, the Employer may require a written medical, psychological or other licensed professional's certification, appropriate under the circumstances, attesting to the employee's fitness to return to work, as a prerequisite to such return. The Employer may, upon reasonable evidence of such jeopardy, require examination and certification for return to work by a physician of its choosing.
- b. Terms of reinstatement, if and when reinstatement from an Extraordinary Leave is an Employer granted provision of the leave, shall be as set out by the Employer at the outset of the leave.

- c. Accepting a position with another employer, while on Extraordinary Leave, except as may be expressly understood as part of the reason for the leave and approved by the Employer in advance, will result in both forfeiture of the leave and all benefits derived therefrom or maintained during said leave as well as immediate termination of university employment.

B. Administrative Leave

Newly hired full-time employees shall be granted one-half (½) day of Administrative Leave after each full calendar month of employment to a maximum of three (3) days of Administrative Leave in each fiscal year thereafter. Administrative Leave shall not be cumulative and any such leave credit remaining unused by the employee at the end of the fiscal year or upon separation, shall be canceled. In granting or refusing a leave request, priority shall be as follows and approval must be secured in advance, but shall not be unreasonably refused:

1. Emergencies.
2. Observation of religious or other days of celebration, but not public holidays.
3. Personal business.
4. To attend the funeral of an individual other than a member of the immediate family.
5. Other personal affairs.

C. Court Required Service

1. Jury Duty

Jury Duty is an important civic duty respected by the university. An employee called to serve on a jury shall be released from duty to the Employer, without loss of regular pay, for that period of time actually required to serve. If and when excused from Jury Duty with more than one (1) hour remaining in an employee's workday, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the Employer upon request.

2. Witness/Party in Employer Sanctioned Proceeding(s)

Employees scheduled to appear as either a witness or a party before a judicial, administrative or legislative tribunal of competent jurisdiction, when such appearance is part of the Employer sanctioned job function, shall be released from regular reporting to work without loss of regular pay, for that period of time actually required to serve. If and when excused from the Employer sanctioned proceeding with more than one (1) hour remaining in an employee's regular workday, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the university upon request.

3. Subpoenaed Service

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no personal or financial interest shall be released with pay from duty to the Employer for that period of time actually required to appear and remain. Subpoenaed employees called as witnesses in a civil or administrative action must make application to the Department of Human Resources for consideration as to whether their required appearance shall be paid or unpaid under the above standard. The Department of Human Resources shall, where appropriate, consult with the Office of General Counsel, for advice upon the nature of the subpoenaed service relative to the employee's participation. If the employee has a personal or financial interest in the proceedings, or is a party to the judicial proceedings, they may be allowed unpaid release time from work pursuant to the subpoena, although the employee may request that the employer allow him/her to use accrued vacation or personal leave for the subpoenaed appearance. If and when excused from subpoenaed duty with more than one (1) hour remaining in an employee's regular workday, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the Employer upon request.

D. Long Term Disability

1. The Employer agrees to continue the Long Term Disability Program in effect at the university at the time of signing this Agreement. The Employer shall have brochures provided by the insurance company and make them available as requested.
2. All eligible full-time employees shall continue to be eligible for participation in the existing Temporary Disability Plan subject to the appropriate rules and regulations governing the Plan for university employees.

ARTICLE XIII

MILITARY LEAVE

A. Military Leave, without pay

1. In accordance with State and/or Federal regulations, NJIT shall grant a qualifying employee, who is a member of the U.S. military reserves or the New Jersey State militia or the organized militia of another State, a leave of absence, without pay, for Inactive Duty Service. (An example of Inactive Duty Service is weekend drills.)
2. A qualifying employee granted Military Leave of Absence, without pay, that is less than two (2) consecutive weeks, shall continue to accrue vacation, personal, and sick

leave. A qualifying employee granted a Military Leave of Absence, without pay, that is more than two (2) consecutive weeks, shall not accrue vacation, personal, and/or sick leave during such leave of absence.

3. A qualifying employee granted a Military Leave of Absence, without pay, may, with advance notice, use accrued vacation, personal leave, or floating holidays. Sick Leave shall not be used for Military Leave of Absence.

B. Military Leave, with pay

1. In accordance with State and/or Federal regulations, NJIT shall grant a qualifying employee, who is a member of the U.S. military reserves or a member of the organized militia of another State, a leave of absence for up to 30 working days in any calendar year without loss of pay or benefits for Federal Active Duty Service. NJIT shall grant a qualifying employee who is a member of the New Jersey State organized militia a leave of absence for up to 90 working days in any calendar year without loss of pay or benefits for Federal Active Duty Service.
 2. Should the employee be called to active duty service for a national or state emergency or foreign conflict which exceeds the 30 or 90 working days described in A above, NJIT shall grant a leave of absence through the end of that calendar year without loss of benefits and shall pay the employee the difference between their applicable NJIT base salary and their military "base pay" provided the employee provides proof of military service and "base pay". This is often referred to as Differential Pay and is not currently mandated by Federal or State regulations.
 3. If a qualifying employee is eligible for a Military Leave with pay or a Military Leave with differential pay as described above, he/she continue to accrue vacation, personal, and sick leave. Qualifying employees eligible for Military Leave with pay or Military Leave with differential pay shall be entitled to all health and welfare benefits.
- C. A qualifying employee who is called to New Jersey State Active Duty Service, for example during a natural disaster or New Jersey State emergency, shall be eligible for a Military Leave of Absence as required by New Jersey State or Federal regulations.
- D. A qualifying employee for purposes of this Article shall be defined as any employee who has achieved non-probationary status at least once during his/her current employment with NJIT or a temporary employee who has been employed more than one (1) year. A non-qualifying employee is eligible for Military Leave of Absence, without pay, only.
- E. A qualifying employee eligible for Military Leave of Absence, with or without pay, shall not suffer any loss of seniority.
- F. Extensions of Military Leave
1. Should a qualifying employee be called to Federal Active Duty Service beyond the

first calendar year or subsequent consecutive years, he/she shall be eligible for the paid leave as described in B. 1. above effective the each January 1st.

2. Should a qualifying employee be called to Federal Active Duty Service beyond the 30 or 90 working days described above in the second calendar year or subsequent consecutive years, NJIT, at its sole discretion, may extend the Military Leave of Absence with differential pay, as described in B. 2. above, for the remainder of that second calendar year or subsequent consecutive years. If NJIT decides not to grant a Military Leave of Absence with differential pay, NJIT shall grant a Military Leave of Absence, without pay, for the remainder of that calendar year.
- G. Failure to provide advance notice of call to duty, except in emergency situations, could result in loss of protections under Federal and/or State regulations and shall be just cause for disciplinary action up to termination of employment. Failure to provide verification of attendance or military pay records may result in delay in pay or benefits until such verification is provided.
- H. In the event that Federal and/or State law may be amended to provide a greater benefit to the employee than set forth herein, such law shall supersede the terms of this contract.

ARTICLE XIV

LEAVE FOR UNION ACTIVITY

The Employer agrees to provide time off without loss of pay for delegates of the Union to attend Union conventions, conferences or educational programs provided that the total amount of time without loss of pay, during the period of this Agreement, shall not exceed a total of twelve (12) days during each year of this Agreement.

The Union shall request, in writing, approval from the Department of Human Resources to use such leave. Such request shall be made, in writing, no less than two (2) weeks in advance by the Union specifying the type of Union activity for which time off is sought, the individual(s) to be granted the time off, and the maximum amount of time to be utilized.

ARTICLE XV

WORKERS' COMPENSATION

Providing the employee on Workers' Compensation endorses checks as payable to the university and gives the Employer all the checks received from Workers' Compensation, the Employer shall provide the employee with his/her regular, normal paycheck for the period of time that accrued Sick Leave, as applied to the differential between regular salary and

Workers' Compensation, is available but not to exceed six (6) calendar months, during which the employee receives Workers' Compensation payments. In all other circumstances, the employee on Workers' Compensation shall receive that payment to which they are entitled by law in accordance with regulation and accompanying procedure in effect at the time of eligibility for Workers' Compensation.

ARTICLE XVI

MATERNITY LEAVE

All leaves necessitated by pregnancy and/or childbirth are governed by Article X, Family Leave. Please refer to Article X, Family Leave, for all rights and limitations attendant to pregnancy and/or childbirth leave.

ARTICLE XVII

SENIORITY

A. Recognition

1. New employees shall serve a probationary period of 180 calendar days during which they may be discharged without recourse to the Grievance Procedure. Effective the 181st day of employment, such employee shall be added to the seniority roster with his/her seniority date effective the date of hire.
2. Seniority is job classification based and restricted to bargaining unit service. Part-time employees in the bargaining unit shall earn seniority service credit at the rate of one-half (½) day of service credit for each day in active employment of less than a full regular shift. Part-time employees who work full daily shifts but not a full five (5) day workweek shall earn seniority service credit on the basis of one (1) day credit for each day worked or on paid, excused leave while in active employment status. Full-time employees in the bargaining unit shall earn seniority service credit at the rate of one (1) day of service credit for each day in active employment or on paid, excused leave from employment but remaining in active employment status.
3. The continuous service record of an employee shall be broken upon termination of employment by voluntary resignation, discharge for just cause, layoff of over eighteen (18) calendar months, retirement, death or voluntary or involuntary transfer from the job classification in which seniority is accrued. In any of such events, seniority status shall be terminated.
4. Every six (6) months, normally in January and July, the Department of Human Resources shall furnish the Union a seniority list showing the continued service of each employee.

Additionally, each six (6) months an updated seniority list shall be posted in a conspicuous location in the Physical Plant. Finally, whenever a layoff is planned, an updated seniority list shall be prepared and sent to the Union. A copy of said seniority list shall be made available for inspection to the local Union at any time and upon advance request by the Union to a bargaining unit member. Requests for lists and questions pertaining to seniority shall be forwarded to the Department of Human Resources for compliance herewith.

B. Application

1. Layoff

- a. If a reduction in force is necessary, layoffs shall take place within a designated department or job classification in inverse order of the date of hire into the job classification.
- b. The Employer shall simultaneously provide the Union and the employee(s) concerned a two (2) week notice of layoff. The Union may request, and have scheduled, a meeting with the Manager of Labor Relations or his/her designee to discuss possible alternatives; however, the final decision rests with the Employer.
- c. When an employee is scheduled for layoff due to reduction or reorganization in the workforce, prior to any bumping permitted pursuant thereto, the non-probationary employee shall be considered for transfer into a vacancy if one exists and, if determined qualified by the Employer, transferred into said vacancy. Transference into the vacant position carries a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee's performance but no earlier than sixty (60) days into the probationary period, it will then place such employee on layoff. An employee thus laid off shall remain entitled to recall for the remainder of the recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period, after which he/she is again laid off. Existence of the probationary period satisfies the notice of layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at anytime. Discharge during the probationary period is not grievable.
- d. When an employee is scheduled for a layoff due to a reduction or reorganization in the workforce, he/she shall be permitted to exercise his/her seniority rights to replace (bump) an employee with less seniority provided the employee with greater seniority is qualified to perform the work and provision c. above has been followed, if applicable.
 - i. For purposes of this Agreement, "qualifications" shall be determined by the Employer. However, the Union may discuss any questions of

“qualifications” with the designee of the Department of Human Resources and/or the Labor Management Committee established under Article XX, Labor/Management Committee, of this Agreement.

- ii. Bumping is permitted laterally or downward in a classification only and only in a classification for which the non-probationary employee has greater classification seniority than the employee bumped. Qualifications review of a bumping applicant shall begin with the least senior held position in the classification of the bumping applicant and proceed to the next least senior held position in that classification until an actual bumping is accepted by the Employer, or until all less senior positions are exhausted. In the event of failed bumping into the same classification from which laid off, a bumping applicant shall be entitled to a qualifications review of the first to fifth least senior held positions in another classification for which the employee holds seniority. No employee may be bumped more than once during any fiscal year.
- iii. An employee successfully exercising his/her bumping privileges, pursuant hereto, shall serve a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee’s performance but no earlier than sixty (60) days into the probationary period, it will then place such employee on layoff. An employee thus laid off shall remain entitled to recall for the remainder of the recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period, after which he/she is again laid off. Existence of the probationary period satisfies the notice of layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.

2. Recall

- a. The recall period shall be for eighteen (18) calendar months from the date of original layoff.
- b. For the period of recall, non-probationary employees laid off from their positions shall be entitled to recall to the job classification within the department from which originally laid off. Additionally, for the period of recall, employees laid off from their positions shall be eligible for probationary recall into any job classification, regardless of department, for which they hold classification recognized seniority, however, for recall to any position, other than the position from which originally laid off, the employee must first be considered qualified to perform in the position to which recall is desired and second must serve a ninety (90) day performance based probationary period, during which time the employee may be discharged without resort to

the Grievance Procedure. During said period, if the Employer is not satisfied with the probationary employee's performance but no earlier than sixty (60) days into the probationary period, it will then place such employee on layoff. An employee thus laid off shall remain entitled to recall for the remainder of the recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period, after which he/she is again laid off.

- c. Employees laid off, pursuant to this Agreement, shall retain, in addition to the eighteen (18) month recall potential, only, to the extent legally mandated by law, fringe benefit coverage at the employee's expense. The laid off employee shall retain no other contractual employment benefit.
- d. All employees on recall roster must be recalled to their former jobs for reinstatement (or reviewed for recall eligibility to a classification for which they held seniority) prior to the hiring of new employees into such positions.
- e. Employees recalled or offered recall review, pursuant hereto, must accept the position or review within ten (10) calendar days of notice thereof by the Employer or they shall be removed from the recall roster permanently. Notice herein shall be effective three (3) business days following either posted mailing by both certified and regular mail of recall or recall review or by actual personal telephone notification to the subject employee, whichever first occurs.
- f. Employees who have accepted a position with the Employer on recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the recall roster permanently.

3. Temporary Positions

- a) Temporary job openings are defined as classification based position duties needed to be performed periodically in addition to or in substitution for that of full-time bargaining unit positions. The position at its inception is intended as non-permanent. A permanent position opening that is being posted and/or advertised for hire, which is temporarily filled during the posting and advertising period is not a temporary job opening.
- b) A temporary employee shall be defined as one who is hired in a temporary position other than a bargaining unit member who is filling in for another's absence, in accordance with the provisions herein.
- c) Subject to provision B.3.d. below, when and if a temporary position, intended to last a minimum of two (2) weeks, is filled, prior to offering it to a temporary employee at the Employer's discretion, the Employer shall first offer the temporary position, in seniority order, to lower salaried, classified employees considered minimally qualified to temporarily fill the position. Qualifications shall

be determined by the Employer. The successful employee filling the vacancy shall be paid at the rate of the job filled and shall return to his/her position when the temporary position sunsets.

- d) At the Employer's discretion, a bargaining unit member who desires to learn the skills and duties of another classification for which there exists a temporary opening shall be allowed the training opportunity to obtain experience qualifying him/her for positional promotion in the future. This training opportunity will not be unreasonably applied to the continuous exclusion of provision c. above.

Training opportunities afforded pursuant to either B.3.c. or B.3.d. or both, above, herein shall be evaluated, in writing, by the Employer and will be submitted to the Employee's official Personnel File. The evaluation will provide critique of performance including area(s) and manner of improvement needed to satisfactorily meet the Employer's standards for excellence in the position. The evaluation will also attest as to whether the trainee has met the standards for excellence set by the Employer. The Employer's determination that a trainee has met that standard shall serve as pre-qualification for promotion into a vacancy, consistent with provision B.3.f. below. Initial determination by the Employer that a bargaining unit member is minimally qualified for temporary training opportunity shall not be construed as equivalent to pre-qualification for promotion based on Employer determined criteria to provide the university with highly qualified trainees for promotional opportunity. The evaluations conducted pursuant hereto, including but not limited to the Employer determined standards for promotion and discretion relative to meeting those standards, is not grievable under any circumstances.

Problems in the administration of the program shall, at the request of either the Union or the Employer, be referred to the Labor/Management Committee for consideration as to the efficacy of the program and its application.

- e) All temporary job openings, as defined above, shall be posted internally in accordance with the university policy and procedure. During the posting period, the temporary position may be filled at the Employer's discretion.
- f) f. If a temporary position is made permanent or if a permanent vacancy arises in the same job classification as that of a temporary employee filling a temporary position, the position, prior to posting for promotional opportunity or advertising for hire, shall be offered first, in seniority order, to the most senior of such satisfactory temporary employee(s).
 - i. If and when such temporary employee is made a regular employee, without any break in service, such employee's date of hire, for seniority purposes and subject to B.3.f.(ii). below, shall be retroactive to his/her date of hire as a temporary employee.

- ii. If and when such temporary employee is made a regular employee pursuant to the provisions herein, that employee, consistent with the provisions of this Agreement, shall serve a ninety (90) day performance based probationary period of employment in the new bargaining unit position. The Employer may discharge the employee without just cause, however, the discharge must be determined upon a rational basis. That rational basis may be grieved, but not arbitrated. Dues or the Representative Fee, as appropriate, may be deducted from such former temporary employee only following ninety (90) days of total service to the Employer, including the seniority credited temporary service, or upon conversion to regular bargaining unit status, whichever is later.

4. Promotions

- a) Prior to external advertisement of permanent position openings within the bargaining unit, except in those circumstances where the most senior temporary employee in the same job classification as the position opening is changed to regular status, an internal notice of such openings shall be posted for five (5) working days.
- b) During the five (5) day internal posting period, employees of the Employer who wish to apply for the position may do so by submission of a formal, signed statement of application to the Department of Human Resources.
- c) All employee applicants, pre-qualified pursuant to Article XVII, Seniority, B.3.d. above, shall be considered as finalists for the position opening, along with other employees who demonstrate their qualifications to the satisfaction of the Employer. While the Employer is not restricted to filling permanent position openings from only those qualified employees who apply, it shall, in the case of equivalent qualifications among applicants, first award the position opening as a promotion to an internal applicant and among internal applicants it shall first award the position opening to the most senior equivalently qualified applicant.

Pre-qualification for promotion into a position must be recertified by the Employer each three (3) years or upon significant change in the position for which an employee was previously pre-qualified. Should the Employer determine not to recertify qualification due to significant change in the position or significant length of time since using skills evaluated by the Employer, the Employer shall give reason(s) to the employee not recertified for promotional opportunity. The only grievable issue, hereunder, shall be whether or not there was provided such reasons and whether such reasons provide rational basis for decertification.

- d) The Union, upon formal request, may inspect the listing(s) of pre-qualified bargaining unit members, as described in Article XVII, Seniority, B.3.d., as well as the listing(s) of (internal) applicants for posted positions also on file with the Department of Human Resources.

5. Reassignment (for Union Officers and Stewards)

- a. The Employer and the Union recognize that Union officers have, in their relationship to their jobs, a need for continuity in the assigned shift and location which exceeds that of other fellow employees. It is agreed therefore, that these Union officers and stewards will not be routinely reassigned.
- b. The Employer and the Union recognize the need to utilize all personnel to meet operational requirements effectively and in conformity with the commitments in paragraph 1 above. Movement of such local Union officers and stewards shall occur, however, only when necessary and appropriate. In the event the Employer deems such movement necessary and appropriate, the Employer will give the employee and the Union maximum prior notice whenever possible.

ARTICLE XVIII

GRIEVANCE PROCEDURE

- A. Any member of the negotiating unit may appeal the interpretation, application, or alleged violation of policies or agreements, in writing, affecting him/her, providing he/she alleges he/she has suffered harm and personal injury without just cause.
- B. Failure of a grievant to meet any of the calendar limitations stipulated in the procedures below will constitute a waiver of his/her rights to claim 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, however, 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. Time limits, as set out herein, may only be extended by a mutual, written agreement.
- C. **Procedure for Handling Grievances**
 1. Informal - A grievant shall first discuss his/her grievance informally with his/her immediate supervisor. The grievant may, at his/her option, be accompanied by the department steward. Copies of written responses/resolutions, if any, shall be provided to the Union, employee, and Vice President of Human Resources.
 2. Step One - Within fifteen (15) workdays of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, submit, in writing, to the Vice President of Human

Resources with a copy to the applicable area Vice President, the facts of the grievance and the desired adjustment. The Union shall be notified by the designated hearing officer (Designee), which may be a representative from Human Resources or other university official, in the event the grievant is not represented by the Union, and a representative shall have the right to be present at this time and at all subsequent steps in the Grievance Procedure and to present its views. The Designee, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and, at the option of the Union, his/her steward, in an effort to resolve the grievance. The Designee shall indicate his/her disposition of the grievance in writing, within ten (10) work days of said meeting, to the grievant, the Union, and the Vice President of Human Resources.

3. Step Two - If the grievance is such that no satisfactory solution is reached at this stage, the grievant or the Union shall, within seven (7) calendar days from the date of the disposition by the Designee, deliver the grievance to the Vice President of Human Resources. The Vice President of Human Resources or his/her designee shall meet with the grievant and shall dispose of the grievance within twenty (20) calendar days, in writing, to the grievant and the Union.
 4. Step Three - If the grievant remains unsatisfied after Step two (2) and the alleged grievance involves specific violation of the written agreement and the Union desires to institute arbitration proceedings, it must, within thirty (30) calendar days of receipt of the Step Two reply, give proper notice to the New Jersey Public Employment Relations Commission (PERC) with a copy to the Vice President of Human Resources and the General Counsel. Such arbitration proceedings shall be in accordance with the rules and regulations of PERC.
 5. The decision of the arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement or any policy of the Employer. The award shall be final and binding on the parties.
 6. Fees and expenses of the arbitrator, if such occur, shall be shared equally by the Employer and the Union. Only with prior written agreement of the parties shall any other expense or fee contained in the Grievance Procedure be shared.
- D. The Employer will give written notification to the local Union President of grievance hearings, or meetings, beginning with Step One, for all employees in the bargaining unit. The local Union President shall also be sent copies of all grievance answers.
- E. The Union President, or his/her designee, may request of his/her supervisor, time during the workday to investigate alleged grievances, as necessary. It is understood that the supervisor shall schedule such release time, providing the work responsibilities of the Union President or his/her designee and any involved employee are adequately covered and providing further that there is no disruption of work. Such release time shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing.

ARTICLE XIX

DISCIPLINE AND DISCHARGE

- A. Disciplinary actions or measures shall include only the following:

Oral reprimand, written reprimand, suspension without pay with written notice, demotions and discharge. Demoted employees may be afforded the opportunity to reapply for their position or apply for any vacancy within the University for which they are qualified after six months of the date of the demotion.

- B. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.
- C. The Employer shall not discharge any non-probationary employee without just cause. Any employee who is suspended or discharged may file a grievance at the Third Step of the Grievance Procedure and the matter shall be handled in accordance with this procedure through the final appeal step, if such is deemed to be necessary by either party.
- D. If any employee is to be discharged, he/she shall be initially suspended for a five (5) workday period with notice to his/her steward and the Union in order that such discharge may be processed as a grievance if the employee desires. Under no circumstances shall such suspension be considered a separate disciplinary action but shall merely be utilized for the grievance activities of the Union prior to formal discharge.

While the University generally endorses the concept of progressive discipline it is acknowledged that serious misconduct may warrant imposition of significant discipline including termination of employment without previously applying a lesser sanction. Such offenses include but are not limited to fraud, workplace violence, significant or repeated violations of University policy including sexual harassment, conflict of interest, job abandonment, endangering the safety of any member of the university community or gross insubordination.

ARTICLE XX

LABOR/MANAGEMENT COMMITTEE

- A. A committee consisting of Employer and Union representatives may meet for the purpose of reviewing the administration of this Agreement and to discuss problems which may arise.

- B. Either party to this Agreement may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting. Request by the Union for such a meeting will be made to the Department of Human Resources.
- C. A maximum of three (3) employee representatives of the Union may attend such meetings. Employee representatives who attend such meetings, during their scheduled work shift, shall be granted time off to attend without loss of pay.
- D. The Committee meetings are not intended to bypass the Grievance Procedure, the normal administrative structure, or to be considered collective negotiating meetings, but are intended as a means of fostering good employee relations through an exchange of views between the parties to this Agreement.

ARTICLE XXI

PLEDGE AGAINST DISCRIMINATION AND COERCION

- A. The provisions of this Agreement shall be applied equally to all employees without regard to age, ethnicity, disability, marital status, national origin, race, religion, gender, sexual orientation, veteran status or political affiliation unless otherwise prohibited by applicable law.
- B. All references to employees in this Agreement designate both sexes, and wherever one gender is used it shall be construed to include both male and female employees.
- C. The Employer agrees not to interfere with the right of employees to become members of this unit, and there shall be no discrimination, interference, restraint, or coercion, by either the Employer or any representative of the Union or any Union representative against any employee because of Union membership or lack of membership or because of employee activity or lack of activity in any capacity pertaining to any legal activities of the Union.
- D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of membership or lack of membership in the Union.

ARTICLE XXII

STRIKE LOCKOUT

The Union agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will eschew any threat, encouragement, support, or condoning of any such job action and the Employer agrees that it will not lock out its employees.

ARTICLE XXIII

SALARY PROGRAM AND COMPENSATION

It is agreed that during the term of this Agreement, July 1, 2011 through June 30, 2015, the following salary improvements shall be provided eligible employees in the bargaining unit in keeping with applicable policies and practices and the conditions set forth herein.

A. Salary Increases

Subject to the State Legislature enacting appropriations of funds for these specific purposes, 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:

1. Effective the first full pay of July , 2011: 0% increase to the base salaries of eligible employees
2. Effective the first full pay of July , 2012: 0% increase to the base salaries of eligible employees
3. Effective the first full pay of July , 2013: 1% increase to the base salaries of eligible employees
4. Effective the first full pay of July , 2014: 1.75% increase to the base salaries of eligible employees

The salary table reflecting these increases is attached as Appendix A

B. Compensation Plan Salary Program

The Compensation Plan Salary Program shall be administered in accordance with the following plan and procedure:

1. A salary schedule containing minimum, midpoint and maximum salary rates applicable to each defined salary range in the bargaining unit shall be the exclusive guide for all salaries available and applicable to members of the bargaining unit for the period July 1, 2011 through June 30, 2015. The salary

schedule shall also include a senior salary rate. This schedule is set out in Appendix A, herein.

2. The minimum salary rate reflects the first year or "hire in" salary for all members of the bargaining unit who are both new to the position and limited in demonstrable expertise and/or experience as adjudged by and in the discretion of the Employer.
 3. The midpoint salary rate reflects the maximum first year salary for members of the bargaining unit who have the demonstrable expertise and/or experience that predicts seasoned performance. Upon the filling of a position, the Employer shall determine, in its discretion, from minimum salary to midpoint salary, where to compensate the bargaining unit member.
 4. The midpoint salary rate also reflects the second year rate of the job for all technical trades and laboratory staff (set out in Appendix B). This rate is the mandatory rate for those positions incumbents for the thirteenth (13th) through thirtieth (30th) month of employment in the position.
 5. The maximum regular salary rate for all positions shall be paid following successful completion of twelve (12) consecutive months of employment for all positions not identified in Appendix B and thirty (30) consecutive months of employment for all positions identified in Appendix B.
 6. All bargaining unit members who have completed eleven (11) full fiscal years of service shall be eligible for movement from the maximum salary rate to the senior salary rate
 7. A regular system of standardized competency evaluation may be conducted prior to the employee's passage into the next scheduled salary rate of the position's classification. The procedure under which any standardized testing is provided shall be grievable as to its reasonable relation to the position's qualifications.
- C. **Evaluations** The parties agree to implement a formal evaluation tool for all employees during fiscal years 2014 and 2015. As a pilot these evaluations will not influence or determine employee compensation, other than allowable under the existing contractual language, for the term of this Agreement.

D. **Uniform Allowance**

1. Each full-time employee in the bargaining unit, who will have at least one (1) full year of service on July 1, 2011, shall receive a cash uniform maintenance allowance of \$525.00. Each full-time employee in the bargaining unit who will have at least six (6) months of service on or before July 1, 2011 shall receive a cash uniform maintenance allowance of \$262.50.
2. Each full-time employee who will have a full year of service on or before July 1, 2012, shall receive a cash uniform maintenance allowance of \$525.00. Each full-

time employee who will have six (6) months of service on or before July 1, 2012 shall receive \$262.50.

3. Each full-time employee who will have a full year of service on or before July 1, 2013, shall receive a cash uniform maintenance allowance of \$550.00. Each full-time employee who will have six (6) months of service on or before July 1, 2013 shall receive \$275.00.
4. Each full-time employee who will have a full year of service on or before July 1, 2014, shall receive a cash uniform maintenance allowance of \$550.00. Each full-time employee who will have six (6) months of service on or before July 1, 2014 shall receive \$275.00.

Uniform allowance will only be paid to those required to wear uniforms as part of performing their regular job duties.

Except employees who received uniform issuances in fiscal years 2011 and/or fiscal years 2012, one full issuance of uniform items specified in the Memorandum of Agreement dated January 2006 will be provided to employees for the term of the agreement.

E. Shift Bonus/Shift Differential

1. All employees who are presently receiving the \$240 shift bonus and who are not also eligible for the Shift differential as described below, shall have the \$240 added to their base salary effective July 1, 2007 through the term of this Agreement. Such base salaries including the Shift Bonus are shown in Appendix A as "A" ranges. For example, Range 11 does not include the Shift Bonus in the base salary but Range 11 A does include the Shift Bonus.
2. This shift bonus shall not apply to unit employees hired after ratification of the contract or to those unit members who did not previously receive such bonus.
3. The \$240 rollover into base salary shall be compounded (included in the across the board calculation). This schedule is set out in Appendix A herein.
4. Should an employee be promoted or reclassified to a new range, the \$240 rollover will permanently cease, assuming the promotional increase is greater than \$240.
5. Effective July 1, 2005 employees who work a shift where at least fifty percent (50%) of the shift hours fall between the hours of 6 PM and 7 AM, will receive a shift differential of \$0.25 per hour, for all hours worked or for paid excuse therefrom. Employees who qualify for this hourly differential are not also eligible for the \$240 rollover set forth above.

ARTICLE XXIV

MISCELLANEOUS

- A. Full-time employees, appointed on a regular ten (10) month basis, generally receive benefits on a pro rata basis.
- B. Permanent part-time employees (employees working more than twenty (20) hours per week) shall be entitled to receive Vacation, Sick Leave and Administrative Leave on a pro rata basis, to the extent permitted by law.
- C. Outerwear clothing, work clothing and shoes, in reasonable issue, shall be provided by the Employer and shall be worn and maintained at all times during an employee's work shift.

D.

1. Tuition Remission

The Tuition Remission Program for employees and dependent children of employees is available to members of the bargaining unit, as set forth herein & in Appendix C.

The parties agree to a reopener regarding said tuition remission policy with 60 days written notice to the other party.

2. Fee Remission

- a. Fees associated with Employer offered courses that are both approved as to Tuition Remission Program eligible and limited to those courses, that are tuition free, shall be waived, for bargaining unit employees, by the Employer, in content and credit quantity for the term of this Agreement only, subject to such restrictions as placed on that tuition remission available to bargaining unit employees.
- b. Fees, less the Employer's facilities fees associated with credit bearing courses leading to an approved course of study and matriculation, shall be waived by the Employer for dependent children of a bargaining unit employee for up to ten (10) semesters of study except:
 - i. Failing a course or withdrawal from a course for part-time students will nullify the fee waiver for such course and the fee will be due and owing upon the occurrence of either event.
 - ii. Failing a course or withdrawal from a course for full-time students will result in loss of one (1) semester of fee waiver eligibility for each such event. Failing a course and/or withdrawal from a course owing to a semester in which disqualification hereunder cannot be fully effected will result in full refund of the waived fee for the semester.
 - iii. There shall be no fee waiver for courses taken during Summer term.

- c. This Fee Remission Program is subject to all Employer sponsored fee program parameters otherwise affected by the Employer.
- E. Job descriptions for AFSCME represented positions shall be provided the Union as such become available. Personnel requisition information pertaining to newly created or recognized AFSCME represented positions may be reviewed by the Union upon prior written request by the Union to the Department of Human Resources.

ARTICLE XXV

SAFETY COMMITTEE

The Employer shall agree to the participation by a designee of the Union as a regular member of the University Safety Committee. The Union may appoint up to two (2) unit employees as representative(s) on the University Safety Committee.

ARTICLE XXVI

PARKING

A. Program and Fees

- 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 him/her to daily parking privileges on the Employer's premises.

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, 2011, calculated as of the date of initial employment.

Bargaining unit members hired who earn less than \$34,000 shall not pay parking fees until after the successful conclusion of their probationary period. Thereafter, parking fees shall be charged as set forth below.

- 2. Parking Fees are as follows:
 - a. Base Salary of \$0 - \$26,500.00.....pays \$75 per semester.
 - b. Base Salary of \$26,500.01-\$31,800.00...pays \$100 per semester.
 - c. Base Salary of \$31,800.01-\$42,400.00...pays \$125 per semester.
 - d. Base Salary of \$42,400.01-\$53,000.00...pays \$150 per semester.
 - e. Base Salary of \$53,000.01-\$63,600.00...pays \$175 per semester.
 - f. Base Salary of \$63,600.01-\$74,200 .00...pays \$200 per semester.

3. The Parking Fee Table is illustrative of the program schedule and outlines the fee methodology. The tables are not exhaustive and the program accommodates higher salaried employees according to the incremental methodology outlined above.

Fees shall be collected through payroll deduction and spread over the first five (5) consecutive pay periods following registration of a motor vehicle by an employee. 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.

Fees will not be charged during the Summer term.

ARTICLE XXVII

EMERGENCY CLOSING POLICY

The university may, from time to time, officially close its operations in whole or in part following procedures outlined in the Contingency Plans for Emergency Closing, in response to unusual conditions such as inclement weather or unanticipated occurrences emanating from internal or external factors and rendering the university, or a part thereof, unfit for regular operations. The authority to close operations is vested in and restricted to the President and, as permanent designee, the Senior Vice President for Administration and Treasurer.

An Emergency Closing may be declared at any hour of the day and shall remain effective for the period specified by said authority or eight (8) hours from the time the closing is declared, whichever first occurs.

When the closing is effected, all employees covered by the declaration shall be released from reporting at work and shall be compensated at their regular rate of pay for such released period. All employees directed to report or remain at work during an Emergency Closing, and only such employees, shall be considered "Essential Services Personnel" for the period in question and, if of the legal category of personnel eligible for overtime, shall receive double their regular rate of pay for that period of actual work reporting during the university declared Emergency Closing. Any assigned work beyond the first eight hours of emergency closing declaration shall receive one and a half times their regular rate of pay for working up to the conclusion of the emergency closing.

When an Emergency Closing is regional to a building, area or part thereof and the university provides an alternative work site for affected individuals, those employees are expected to remain at the alternative work site and will receive their regular rate of pay for the regular shift(s) worked at the alternative work site.

Except as specifically released prior to the calling of an Emergency Closing, "Essential Services Personnel", as described above, are:

1. Physical Plant personnel involved in restoring, readying, and/or ensuring an

accessible work environment.

2. University Public Safety Personnel.
3. Residence Life personnel.
4. Specific circumstances and operational needs may dictate express designation, on a case-by-case basis, of other personnel. Those designated employees are then governed by those reporting and pay parameters of essential services personnel.

Essential Services Personnel must report to work and all absences that were not preapproved will be fully investigated for their legitimacy.

When an employee is otherwise absent from the university in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual of an appropriate benefits bank, and an Emergency Closing is effected on the same day as the pre-approved paid absence, only that time, (on an hour for hour charge, for those eligible for overtime, or a half (½) day charge for all others) that the university is open for regular reporting from such individual, had he/she not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank.

When the university is not closed in accordance with this and/or other official policy and regulation or when an otherwise acceptable excused absence from employment in accordance with controlling policy is not properly utilized, all employees are expected to report to work in a timely fashion. Failure to report, due to serious weather conditions or other real impediment, shall result in the subject employee utilizing his/her choice of either available Administrative Leave accrual or Vacation Leave accrual to account for the absence.

In the event of a non-reporting, due to inclement weather or other real impediment making it virtually impossible to report, non-exempt personnel will be charged accrued time on an hour for hour exchange of absence and paid accrual. Exempt personnel shall be charged the nearest half (½) day of paid accrual for the absence as rounded to the half (½) day.

Addendum:

Notwithstanding any and all provisions set out above to the contrary, the following procedure will govern Emergency Closing at the university:

1. The university in good faith will endeavor to form an emergency closing, prioritized, standing "Essential Services Team" prior to the date of any affected closing from which Essential Services Personnel will report to work as regularly scheduled, unless noticed in advance of reporting to the contrary.
2. In forming such team, the university will give priority consideration to volunteers. In the absence of sufficient volunteers the university will select necessary essential services members in inverse seniority order.

3. Failing the effectuation of such team, the provisions set out under Article XXVII, Emergency Closing Policy, above shall govern.

ARTICLE XXVIII

HEALTH BENEFITS

A. State Health Benefits Program

It is agreed that the State Health Benefits Program, and any rules and regulations governing its application, including amendments or revisions thereto shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this agreement.

It is agreed that changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that such changes shall apply to employees represented by the Union. It is agreed that changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operations, in co-payments and contributions, or other changes or modifications, are applicable to employees covered by this Agreement and shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefits Reform 2011 legislation under Chapter 78, P.L. shall be applicable to all employees covered by this Agreement.

Where an employee utilizes any type of leave, whether paid or unpaid, he or she shall continue payment of health plan premiums at the same level as those that he paid prior to the leave as applicable under the State Health Benefits Program. If the premiums are raised or lowered, the employees will be required to pay the then-applicable premium rates.

If the employee charges his accrued vacation sick, and/or administrative leave accruals for any leave, his share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status.

If the leave is unpaid, NJIT will advance payment of the employee's health plan premiums for the period of leave (up to three full months) and will bill the employee for those premiums. Prior to the employee's return from leave to active employment status, the Department of Human Resources will advise the employee in writing of the full amount of health plan premiums advanced on his or her behalf of NJIT. Within seven (7) business days of his return to active employment status, the employee must indicate, in writing, his or her selected method of repayment of the health plan premiums; (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan

approved, in writing, by the Vice President of Human Resources. If the employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may charge additional payroll deductions until the full amount of health plan premiums paid on the employee's behalf during his unpaid leave has been repaid in full.

B. Eye Care Program

1. It is agreed that the Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 26 years of age who live with the employee in the regular parent-child relationship). The coverage shall be \$35 for regular glasses and \$40 for bifocal under the current plan.
2. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
3. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
4. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

ARTICLE XXIX

DEFERRED COMPENSATION

- A. It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the Plan.
- B. It is understood that the State shall be solely responsible for the administration of the Plan and the determination of policies, conditions and regulations governing its implementation and use.
- C. The State shall provide literature describing the Plan as well as a required enrollment or other forms to all employees when the Plan has been established.
- D. It is further understood that the maximum amount of deferrable income under this Plan

shall be as mandated by Federal Internal Revenue Service (IRS)/ Federal regulations.

ARTICLE XXX

DURATION

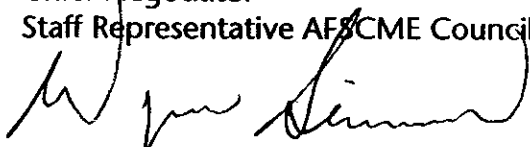
1. This Agreement shall be effective July 1, 2011 and shall terminate as of June 30, 2015. Except as otherwise specified, provisions herein shall become effective upon date of execution.
2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2015, subject to the provisions set forth in Article II, Negotiating Procedure.
3. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between the Employer (New Jersey Institute of Technology) and the Union (New Jersey Council #52, AFSCME, AFL-CIO).

Signed this day of _____, 2014.

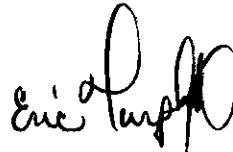
FOR THE UNION:



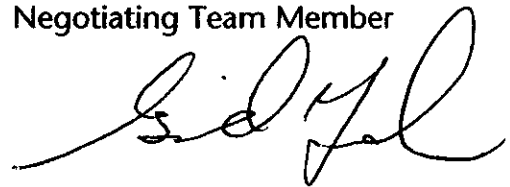
Steve Tully
Chief Negotiator
Staff Representative AFSCME Council 52



Wayne Simmons
Negotiating Team Member



Eric Murphy
Negotiating Team Member



Girard Ford
Negotiating Team Member

FOR THE EMPLOYER:



Kay Turner, Esq.
Vice President Human Resources



Holly C. Stern, Esq.
General Counsel

APPENDIX A: SALARY MATRIX FY 2012 AND FY 2013

Fiscal Years 2012 and 2013												
Range	40 Hours				37.5 Hours				35 Hours			
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior
9	\$29,462	\$34,616	\$39,837	\$40,943	\$28,268	\$33,207	\$38,176	\$39,236	\$27,128	\$31,862	\$36,592	\$37,60
9A	\$29,726	\$34,881	\$40,101	\$41,206	\$28,532	\$33,472	\$38,441	\$39,501	\$27,393	\$32,128	\$36,856	\$37,87
10	\$30,713	\$36,075	\$41,577	\$42,731	\$29,462	\$34,616	\$39,837	\$40,943	\$28,268	\$33,207	\$38,176	\$39,23
11	\$32,024	\$37,657	\$43,403	\$44,607	\$30,713	\$36,075	\$41,577	\$42,731	\$29,462	\$34,616	\$39,837	\$40,94
11A	\$32,289	\$37,922	\$43,668	\$44,872	\$30,978	\$36,339	\$41,843	\$42,996	\$29,726	\$34,881	\$40,101	\$41,20
12	\$33,400	\$39,319	\$45,316	\$46,574	\$32,024	\$37,657	\$43,403	\$44,607	\$30,713	\$36,075	\$41,577	\$42,73
13	\$34,842	\$41,061	\$47,323	\$48,638	\$33,400	\$39,319	\$45,316	\$46,574	\$32,024	\$37,657	\$43,403	\$44,60
13A	\$35,108	\$41,325	\$47,588	\$48,904	\$33,665	\$39,583	\$45,580	\$46,839	\$32,289	\$37,922	\$43,668	\$44,87
14	\$36,344	\$42,887	\$49,431	\$50,802	\$34,842	\$41,061	\$47,323	\$48,638	\$33,400	\$39,319	\$45,316	\$46,57
15	\$37,970	\$44,805	\$51,639	\$53,073	\$36,344	\$42,887	\$49,431	\$50,802	\$34,842	\$41,061	\$47,323	\$48,63
16	\$39,675	\$46,817	\$53,958	\$55,456	\$37,970	\$44,805	\$51,639	\$53,073	\$36,344	\$42,887	\$49,431	\$50,80
17	\$41,464	\$48,929	\$56,391	\$57,958	\$39,675	\$46,817	\$53,958	\$55,456	\$37,970	\$44,805	\$51,639	\$53,07
18	\$43,342	\$51,145	\$58,946	\$60,582	\$41,464	\$48,929	\$56,391	\$57,958	\$39,675	\$46,817	\$53,958	\$55,45
19	\$45,315	\$53,472	\$61,629	\$63,339	\$43,342	\$51,145	\$58,946	\$60,582	\$41,464	\$48,929	\$56,391	\$57,95
20	\$47,385	\$55,915	\$64,444	\$66,234	\$45,315	\$53,472	\$61,629	\$63,339	\$43,342	\$51,145	\$58,946	\$60,58
21	\$49,561	\$58,482	\$67,402	\$69,275	\$47,385	\$55,915	\$64,444	\$66,234	\$45,315	\$53,472	\$61,629	\$63,33
22	\$51,846	\$61,178	\$70,509	\$72,468	\$49,561	\$58,482	\$67,402	\$69,275	\$47,385	\$55,915	\$64,444	\$66,23
23	\$54,245	\$64,010	\$73,774	\$75,823	\$51,846	\$61,178	\$70,509	\$72,468	\$49,561	\$58,482	\$67,402	\$69,27
24	\$56,770	\$66,986	\$77,204	\$79,349	\$54,245	\$64,010	\$73,774	\$75,823	\$51,846	\$61,178	\$70,509	\$72,46
25	\$59,420	\$70,115	\$80,810	\$83,054	\$56,770	\$66,986	\$77,204	\$79,349	\$54,245	\$64,010	\$73,774	\$75,82
26	\$62,206	\$73,403	\$84,600	\$86,949	\$59,419	\$70,115	\$80,810	\$83,054	\$56,770	\$66,986	\$77,204	\$79,34
27	\$65,136	\$76,860	\$88,585	\$91,044	\$62,206	\$73,403	\$84,600	\$86,949	\$59,420	\$70,115	\$80,810	\$83,05
28	\$68,218	\$80,496	\$92,775	\$95,351	\$65,136	\$76,860	\$88,585	\$91,044	\$62,206	\$73,403	\$84,600	\$86,94
29	\$71,457	\$84,320	\$97,181	\$99,881	\$68,218	\$80,496	\$92,775	\$95,351	\$65,136	\$76,860	\$88,585	\$91,04
30	\$74,866	\$88,341	\$101,818	\$104,644	\$71,457	\$84,320	\$97,181	\$99,881	\$68,218	\$80,496	\$92,775	\$95,35

APPENDIX A: SALARY MATRIX FY 2014

Fiscal Year 2014												
Range	40 Hours				37.5 Hours				35 Hours			
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior
9	\$29,757	\$34,962	\$40,235	\$41,352	\$28,551	\$33,539	\$38,558	\$39,628	\$27,399	\$32,181	\$36,958	\$37,911
9A	\$30,023	\$35,230	\$40,502	\$41,618	\$28,817	\$33,807	\$38,825	\$39,896	\$27,667	\$32,449	\$37,225	\$38,211
10	\$31,020	\$36,436	\$41,993	\$43,158	\$29,757	\$34,962	\$40,235	\$41,352	\$28,551	\$33,539	\$38,558	\$39,628
11	\$32,344	\$38,034	\$43,837	\$45,053	\$31,020	\$36,436	\$41,993	\$43,158	\$29,757	\$34,962	\$40,235	\$41,352
11A	\$32,612	\$38,301	\$44,105	\$45,321	\$31,288	\$36,702	\$42,261	\$43,426	\$30,023	\$35,230	\$40,502	\$41,618
12	\$33,734	\$39,712	\$45,769	\$47,040	\$32,344	\$38,034	\$43,837	\$45,053	\$31,020	\$36,436	\$41,993	\$43,158
13	\$35,190	\$41,472	\$47,796	\$49,124	\$33,734	\$39,712	\$45,769	\$47,040	\$32,344	\$38,034	\$43,837	\$45,053
13A	\$35,459	\$41,738	\$48,064	\$49,393	\$34,002	\$39,979	\$46,036	\$47,307	\$32,612	\$38,301	\$44,105	\$45,321
14	\$36,707	\$43,316	\$49,925	\$51,310	\$35,190	\$41,472	\$47,796	\$49,124	\$33,734	\$39,712	\$45,769	\$47,040
15	\$38,350	\$45,253	\$52,155	\$53,604	\$36,707	\$43,316	\$49,925	\$51,310	\$35,190	\$41,472	\$47,796	\$49,124
16	\$40,072	\$47,285	\$54,498	\$56,011	\$38,350	\$45,253	\$52,155	\$53,604	\$36,707	\$43,316	\$49,925	\$51,310
17	\$41,879	\$49,418	\$56,955	\$58,538	\$40,072	\$47,285	\$54,498	\$56,011	\$38,350	\$45,253	\$52,155	\$53,604
18	\$43,775	\$51,656	\$59,535	\$61,188	\$41,879	\$49,418	\$56,955	\$58,538	\$40,072	\$47,285	\$54,498	\$56,011
19	\$45,768	\$54,007	\$62,245	\$63,972	\$43,775	\$51,656	\$59,535	\$61,188	\$41,879	\$49,418	\$56,955	\$58,538
20	\$47,859	\$56,474	\$65,088	\$66,896	\$45,768	\$54,007	\$62,245	\$63,972	\$43,775	\$51,656	\$59,535	\$61,188
21	\$50,057	\$59,067	\$68,076	\$69,968	\$47,859	\$56,474	\$65,088	\$66,896	\$45,768	\$54,007	\$62,245	\$63,972
22	\$52,364	\$61,790	\$71,214	\$73,193	\$50,057	\$59,067	\$68,076	\$69,968	\$47,859	\$56,474	\$65,088	\$66,896
23	\$54,787	\$64,650	\$74,512	\$76,581	\$52,364	\$61,790	\$71,214	\$73,193	\$50,057	\$59,067	\$68,076	\$69,968
24	\$57,338	\$67,656	\$77,976	\$80,142	\$54,787	\$64,650	\$74,512	\$76,581	\$52,364	\$61,790	\$71,214	\$73,193
25	\$60,014	\$70,816	\$81,618	\$83,885	\$57,338	\$67,656	\$77,976	\$80,142	\$54,787	\$64,650	\$74,512	\$76,581
26	\$62,828	\$74,137	\$85,446	\$87,818	\$60,014	\$70,816	\$81,618	\$83,885	\$57,338	\$67,656	\$77,976	\$80,142
27	\$65,787	\$77,629	\$89,471	\$91,954	\$62,828	\$74,137	\$85,446	\$87,818	\$60,014	\$70,816	\$81,618	\$83,885
28	\$68,900	\$81,301	\$93,703	\$96,305	\$65,787	\$77,629	\$89,471	\$91,954	\$62,828	\$74,137	\$85,446	\$87,818
29	\$72,172	\$85,163	\$98,153	\$100,880	\$68,900	\$81,301	\$93,703	\$96,305	\$65,787	\$77,629	\$89,471	\$91,954
30	\$75,615	\$89,224	\$102,836	\$105,690	\$72,172	\$85,163	\$98,153	\$100,880	\$68,900	\$81,301	\$93,703	\$96,305

APPENDIX A: SALARY MATRIX FY 2015

Fiscal Year 2015												
Range	40 Hours				37.5 Hours				35 Hours			
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior
9	\$30,278	\$35,574	\$40,939	\$42,076	\$29,051	\$34,126	\$39,233	\$40,321	\$27,878	\$32,744	\$37,605	\$38,605
9A	\$30,548	\$35,847	\$41,211	\$42,346	\$29,321	\$34,399	\$39,504	\$40,594	\$28,151	\$33,017	\$37,876	\$38,905
10	\$31,563	\$37,074	\$42,728	\$43,913	\$30,278	\$35,574	\$40,939	\$42,076	\$29,051	\$34,126	\$39,233	\$40,321
11	\$32,910	\$38,700	\$44,604	\$45,841	\$31,563	\$37,074	\$42,728	\$43,913	\$30,278	\$35,574	\$40,939	\$42,076
11A	\$33,183	\$38,971	\$44,877	\$46,114	\$31,836	\$37,344	\$43,001	\$44,186	\$30,548	\$35,847	\$41,211	\$42,346
12	\$34,324	\$40,407	\$46,570	\$47,863	\$32,910	\$38,700	\$44,604	\$45,841	\$31,563	\$37,074	\$42,728	\$43,913
13	\$35,806	\$42,198	\$48,632	\$49,984	\$34,324	\$40,407	\$46,570	\$47,863	\$32,910	\$38,700	\$44,604	\$45,841
13A	\$36,080	\$42,468	\$48,905	\$50,257	\$34,597	\$40,679	\$46,842	\$48,135	\$33,183	\$38,971	\$44,877	\$46,114
14	\$37,349	\$44,074	\$50,799	\$52,208	\$35,806	\$42,198	\$48,632	\$49,984	\$34,324	\$40,407	\$46,570	\$47,863
15	\$39,021	\$46,045	\$53,068	\$54,542	\$37,349	\$44,074	\$50,799	\$52,208	\$35,806	\$42,198	\$48,632	\$49,984
16	\$40,773	\$48,112	\$55,452	\$56,991	\$39,021	\$46,045	\$53,068	\$54,542	\$37,349	\$44,074	\$50,799	\$52,208
17	\$42,612	\$50,283	\$57,952	\$59,562	\$40,773	\$48,112	\$55,452	\$56,991	\$39,021	\$46,045	\$53,068	\$54,542
18	\$44,541	\$52,560	\$60,577	\$62,259	\$42,612	\$50,283	\$57,952	\$59,562	\$40,773	\$48,112	\$55,452	\$56,991
19	\$46,569	\$54,952	\$63,334	\$65,092	\$44,541	\$52,560	\$60,577	\$62,259	\$42,612	\$50,283	\$57,952	\$59,562
20	\$48,697	\$57,462	\$66,227	\$68,067	\$46,569	\$54,952	\$63,334	\$65,092	\$44,541	\$52,560	\$60,577	\$62,259
21	\$50,933	\$60,101	\$69,267	\$71,192	\$48,697	\$57,462	\$66,227	\$68,067	\$46,569	\$54,952	\$63,334	\$65,092
22	\$53,280	\$62,871	\$72,460	\$74,474	\$50,933	\$60,101	\$69,267	\$71,192	\$48,697	\$57,462	\$66,227	\$68,067
23	\$55,746	\$65,781	\$75,816	\$77,921	\$53,280	\$62,871	\$72,460	\$74,474	\$50,933	\$60,101	\$69,267	\$71,192
24	\$58,341	\$68,840	\$79,341	\$81,544	\$55,746	\$65,781	\$75,816	\$77,921	\$53,280	\$62,871	\$72,460	\$74,474
25	\$61,064	\$72,055	\$83,046	\$85,353	\$58,341	\$68,840	\$79,341	\$81,544	\$55,746	\$65,781	\$75,816	\$77,921
26	\$63,927	\$75,434	\$86,941	\$89,355	\$61,063	\$72,055	\$83,046	\$85,353	\$58,341	\$68,840	\$79,341	\$81,544
27	\$66,938	\$78,988	\$91,037	\$93,563	\$63,927	\$75,434	\$86,941	\$89,355	\$61,064	\$72,055	\$83,046	\$85,353
28	\$70,106	\$82,724	\$95,343	\$97,990	\$66,938	\$78,988	\$91,037	\$93,563	\$63,927	\$75,434	\$86,941	\$89,353
29	\$73,435	\$86,653	\$99,871	\$102,645	\$70,106	\$82,724	\$95,343	\$97,990	\$66,938	\$78,988	\$91,037	\$93,563
30	\$76,938	\$90,785	\$104,636	\$107,540	\$73,435	\$86,653	\$99,871	\$102,645	\$70,106	\$82,724	\$95,343	\$97,990

APPENDIX B: JOB TITLES AND RANGES

Title	Range
Acting Custodian Foreperson	13
Acting Mail Service Specialist	13
Carpenter	16
Chief Operating Engineering	19
Chief Research Lab Machinist	22
Custodial Svcs Supvr, Cleaning	16
EDC Maintenance Mechanic	16
Electrical Foreperson	19
Electrician	16
Electronics Technician	18
Groundskeeper	16
Lead Technical Specialist	22
Locksmith Foreperson	19
Mail Services Specialist	13
Mechanic-HVAC	16
Painter	16
Plumber Foreperson	19
Principal Lab Technician	19
Recreational Area Specialist	13
Residence Hall Maintenance Mec	16
Senior Custodian	9
	9A
Senior Custodian Foreperson	13A
Senior Custodian/Driver	11
	11A
Senior Custodian/Recycler	11
Senior Lab Services Worker	9
Sr Rec Equipment Specialist	13
Theatre Technician	16

APPENDIX C: TUITION REMISSION POLICY

All Tuition Remission Plans described in this Policy are subject to the availability of funds as determined by the President of the University. While NJIT expects to continue the Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable. To the extent that collective bargaining agreements contain different provisions, such provisions shall be controlling.

Overview

New Jersey Institute of Technology (hereinafter "NJIT") recognizes the importance of investing in Tuition Remission for its employees. To this end, NJIT's Tuition Remission Policy provides eligible employees and their dependent child(ren) with the opportunity to advance their education, and provides employees with a means to achieve, maintain or enhance existing professional skills. The Policy summarizes who may participate in the Plan, what programs qualify for reimbursement, and how to apply for Tuition Remission assistance. The Human Resources Department is responsible for Plan administration.

The Program

A. General Eligibility for Employees:

1. Tuition assistance is available to full-time employees and part-time employees who work a minimum of 20 hours per week, and members of the Air Force Reserve Officers' Training Corps (AFROTC). Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for tuition remission benefits.
2. Eligibility begins after one year of continuous employment at NJIT and continues while the employee is actively employed when course(s) are completed. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

B. General Conditions of Program for Employees:

1. Costs and Associated Expenses: An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The costs of fees, textbooks, laboratory breakage, travel (where applicable) and other incidental expenditures are the responsibility of the employee. Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.

2. Coverage:

(a.) General:

(i.) Approved programs, which include both degree programs and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career at NJIT and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

(ii.) The Plan does not reimburse for professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses. Funds may be available from the employee's department to cover non-credit bearing courses and certifications that are not eligible for tuition remission benefits.

(iii.) When departmental funds are used to cover tuition costs, employees may take non-matriculating college credit courses to enhance their on-the-job skills, provided they receive advance written approval from the appropriate Department Head/ Dean and area Vice-President.

(b.) Programs at NJIT:

A maximum of two (2) credit bearing courses, per Fall or Spring semester, or Summer, may be taken by full-time employees at NJIT for a maximum of (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses are paid only for the minimum required for the program. Eligible part-time employees may enroll in one (1) course per Fall, Spring, or Summer semester, up to a maximum of three (3) courses during the year.

(c.) Programs Taken at Other Colleges/Universities:

(i.) Course Limits:

A maximum of two (2) credit-bearing graduate or undergraduate courses, per Fall or Spring semester, or Summer, for tuition only, up to a maximum of the NJIT in-state per credit tuition rate, may be taken by the employee at another accredited college or university, for a maximum of six (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses will be paid up to a maximum of the tuition rate at NJIT. Tuition balances that exceed the NJIT in-state per credit tuition rate at another accredited college or university, and all fees, are the responsibility of the employee.

(ii.) Cross Registration:

Tuition costs for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for tuition remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

(iii) On-Line Courses:

Many on-line accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less fees and cost for books and other equipment), and the amount of tuition paid, if applicable, and submit the final grade upon completion of the course. Tuition for on-line courses will be paid up to the maximum in-state per credit tuition rate paid for courses taken at NJIT.

3. Other Requirements and Conditions for Employees:

(a.) Primary Employment Obligation:

Tuition assistance approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate. Employees are expected to make up lost work time.

(b.) Spouses:

Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive tuition benefits.

(c.) Separating from NJIT:

If an employee terminates employment with NJIT, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of NJIT before completing the course must reimburse the university.

C. Eligibility for Dependent Children:

1. Employment Status of Parent:

(a.) Eligibility for tuition remission as an NJIT student (including NJIT cross-registration programs) begins immediately upon employment of the parent at NJIT. Tuition remission benefits for dependents are not available for programs at other universities that are not part of an NJIT-affiliated program.

(b.) The parent of the child must be regularly employed on a full-time basis as of the first day of the course. To remain eligible, the dependent's parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntarily or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

2. Definition of Dependency:

(a.) A dependent child shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee's federal income tax return. The university reserves the right to request a copy of the parent or legal guardian's federal income tax return.

(b.) The dependent child must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee's dependent (documentation is required).

(c.) The dependent child must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

3. Requirements and Conditions for Dependents:

(a.) Dependent children must register for a full-time, matriculating, undergraduate program at NJIT for the child's first baccalaureate degree. Dependent children must be registered for no fewer than 12 credits and not more than 19 credits per semester. The Plan does not cover graduate courses for dependent children. The dependent child may register as part-time only during the last semester of his or her senior year.

Program because of the receipt by the employee and/or his or her eligible dependent of a grade of less than "C", Fail or Incomplete.

(b.) Reimbursement for employees and/or their eligible dependents can be paid through the Bursar's Office, or through payroll deductions set up through the Payroll Office.

6. IRS Taxable Income:

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

7. Grades:

(a.) Submission Deadline:

Employees and their dependents taking courses at NJIT are not required to submit grades. Final grades will be obtained by the Human Resources Office through the SIS system. Upon the completion of a course, employees taking courses outside of NJIT are required to submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). If grades are not submitted, tuition reimbursement will not be processed for the following semester.

(b.) Grades of "C" or Better; Pass:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility. If a course is not completed, or the employee and/or dependent receives a grade below a "C", or in a Pass/Fail course the course is failed, the cost of tuition for the course(s) must be repaid by the employee to the university at the per credit rate.

(c.) Grades Less than "C", Fail or Incomplete – NJIT Reimbursement:

As noted, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for courses taken by the employee or his/her dependent for grades of , "D" (deficient), "F" (failed), or failing to convert a grade of "I" (incomplete) to a grade of "C" or better within one (1) semester. Reimbursements for dependents will be calculated on the per credit rate charged. The employee will be required to make arrangements with the Payroll Office to reimburse the university tuition remission benefits paid on behalf of the employee and/or their dependent.

If the employee does not agree to make arrangements to reimburse the university, further tuition remission benefits will be denied, and the university reserves the right to commence automatic payroll deductions from the employee's salary not to exceed ten percent (10%) of the employee's bi-weekly salary until the full amount due is paid. As noted above, by signing the Tuition Remission Form, the employee authorizes NJIT to deduct the reimbursement from their salary.

(d.) Withdrawing from a Course:

If an employee or his or her dependent withdraws from an NJIT course after the Registrar's Office withdrawal deadline date, (the add/drop period) the employee must reimburse the university. If an employee withdraws from a non-NJIT course, the employee must reimburse the university if NJIT paid for the course.

E. Procedures for Applying for Tuition Remission:

1. Initial submission of the applicable forms for tuition remission approval must be filed thirty (30) business days prior to the start of the semester. Thereafter, the employee must complete and submit a Tuition Remission Form before the beginning of each semester. The appropriate documentation must be attached to the tuition form, and the form must be signed by the employee and approved by the employee's Department Head/ Dean and area Vice President. Incomplete forms will be returned.
2. When all approval levels have been met, the Tuition Remission Form must be submitted to the Human Resources Office for processing.
3. Employees who are requesting tuition remission benefits for their eligible dependents must complete a Tuition Remission Form at the beginning of each semester. The form must be signed by the employee, and approved by the employee's Department Head/ Dean and area Vice President. Adequate supporting documentation must be submitted to support the amount of the benefits requested. Supporting documentation can include Bursar's Office statements, financial aid information and course statements from the registrar, or other documentation, as requested.
4. Tuition Remission Forms are available in the Human Resources Office or can be downloaded from the HR website at <http://www.njit.edu/humanresources>.
5. If courses are taken at another accredited college or university, the enrollment form, invoice or proof of payment must be attached to the Tuition Remission form.