

AGREEMENT

JULY 1, 2015 – JUNE 30, 2019

BETWEEN

NEW JERSEY INSTITUTE OF TECHNOLOGY

AND

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
NEW JERSEY, 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 American Federation of State, County and Municipal Employees, New Jersey, 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 AFSCME New Jersey, 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, 2019. 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. AFSCME People Deduction

The parties agree as follows:

NJIT agrees to deduct from the wages of any employee who is a member of the union a AFSCME PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. NJIT agrees to remit any deductions made pursuant to this provision promptly to the union with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

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.

4. 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.

5. 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.

6. 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.

7. 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 AFSCME New Jersey.

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. As of July 1, 2017, Custodial Staff working on a non-grandfathered 37.5 hour work week shall transition to a 40-hour work week. The work schedule for this 40-hour work week shall be for 8.5 hours per day, which includes a ½ hour unpaid lunch break.
- I. 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.
- J. 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 ($\frac{1}{2}$) 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 (1½) 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 forty (40) hours in any workweek in which the employee worked or received paid excuse therefrom.
 - 2. 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.
 - 3. If an employee utilizes sick time in the same work day or work week that the employee is eligible for overtime pay, and the employer reasonably suspects there may be sick time abuse, the employee may be required to provide medical documentation of his/her subsequent sick time usage, and may be subject to submitting to a medical examination by a medical professional of the employer's choosing, notwithstanding the language contained in Article XI(D)(4) and

(D)(6). If the employee thereafter fails to provide medical certification of his/her sick time usage in a day or week for which the employee is otherwise eligible for overtime pay, such additional hours of work shall instead be paid to the employee as straight time. Notwithstanding the above, all actual hours of work over 40 hours per week shall be paid at an overtime rate in accordance with federal law.

4. 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.
- C. 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.
- D. 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.
- E. 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 (1½) 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.
- F. 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.
- G. 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.

- H. 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 (2nd) 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 (11th) 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 prorated 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

- A. NJIT has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has heretofore provided a number of benefits including leaves of absence for personal and family reasons. Both State and Federal government have determined to specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that NJIT policies, state law and federal law be properly recognized and promulgated in a lawful, equitable and contemporary policy. NJIT, therefore, hereby certifies that it's Family Leave Policy, (http://www5.njit.edu/policies/sites/policies/files/lcms/pdf/Family_Leave_Policy.pdf) which incorporates as appropriate (and shall be interpreted consistent with) NJIT's other standing leave policies.
- B. Additionally it is agreed that the University may preliminarily designate an employee's absence as Family Leave when:
 1. An employee (or a spokesperson on behalf of an employee) notifies the Department of Human Resources or the immediate supervisor of a personal serious health condition or the serious health condition of an eligible family member as set forth in the NJIT Family Leave Policy.
 2. Upon the employee or the supervisor's notification to the Department of Human Resources after 3 consecutive days of paid or unpaid absence.
 3. Family Leave runs concurrently with accumulated sick leave.

- C. Leave shall be administered in accordance with the Family Leave Policy. It is understood that the Family Leave Policy shall be revised and updated to include mandatory provisions required by State and Federal Law.
- D. Any modifications to the Family Leave Policy that are mandatorily negotiable, shall not be implemented unilaterally, but shall be subject to the negotiation process.

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 (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employees 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 medial 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) Career Ladder Program – to allow for greater career growth among unit employees, the following career ladders shall be implemented, effective July 1, 2017:
- i. Custodians
 - 1. Custodian (Employees hired after 3/23/2017) → Senior Custodian I → Senior Custodian II → Senior Custodial Foreperson → Custodial Supervisor
 - ii. Trades
 - 1. Maintenance Mechanic I → Maintenance Mechanic II → Maintenance Mechanic III → Maintenance Mechanic Foreperson
 - 2. Groundskeeper → Senior Groundskeeper → Groundskeeper Foreperson
 - 3. Painter → Senior Painter → Building Services Foreperson
 - 4. Carpenter → Senior Carpenter → Building Services Foreperson
 - 5. Electrician → Senior Electrician → Electrical Foreperson
 - 6. Plumber → Senior Plumber → Plumbing Foreperson
 - 7. HVAC Technician → Senior HVAC Technician → HVAC Foreperson → Chief Operating Engineer
 - iii. As senior positions become available through attrition or need, existing employees are provided promotional opportunity if qualified. Employees promoted to a Senior position shall complete a probationary period of 90 days, commencing from the effective date of the promotion. If the employee is unsuccessful in the new role, he/she will revert to his/her previous position and salary level.
 - iv. Employees promoted to a Foreperson position shall complete a

probationary period of 90 days, commencing from the effective date of the promotion. If the employee is unsuccessful in the new role, he/she will revert to his/her previous position and salary level.

- v. For foreperson positions, it will be required that the position direct the work of 2 or more tradespersons (not including foreperson) prior to filling the foreperson position. NJIT reserves its managerial rights to determine if and when to create or fill these positions; however, if NJIT does not fill the position and a unit member is performing the duties of a foreperson, the employee will be eligible for out of title pay, in accordance with Article XVII.B.3.
- b) 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.
- c) 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.
- d) 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.

- e) 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, 2015 through June 30, 2019, 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, 2015: 0% increase to the base salaries of eligible employees
2. Effective the first full pay of July, 2016: 1% increase to the base salaries of eligible employees
3. Effective the first full pay of July, 2017: 1% increase to the base salaries of eligible employees
4. Effective the first full pay of July, 2018: 0.5% increase to the base salaries of eligible employees, and a 1% merit program for eligible employees, as described in Article XXIII(C) below.

“Eligibility” for across the board and merit increases, as reflected in this Agreement, shall mean that employees who were hired on or before December 31 in any given year shall be eligible for the across the board or merit increase that occurs in the following July.

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, maximum and senior salary steps shall apply for the life of the contract only, and shall then sunset and be discontinued. Steps as provided for in this section shall be paid to "Grandfathered" employees (those hired before March 23, 2017), for the duration of this contract only, and shall thereafter be discontinued. Any Grandfathered employee who would have moved to a new Step on July 1, 2019, shall instead be moved to that next Step on June 30, 2019. This schedule is set out in Appendix A1.
2. Notwithstanding the doctrine of "dynamic status quo" it is the intention of the parties to eliminate the Step matrix and any further Step movement, and such Step movement shall sunset as of June 30, 2019.
3. As of June 30, 2019, a New Salary Matrix, as set forth in Appendix A2 herein shall be applicable to all unit employees. Each Range shall have an applicable minimum and maximum salary assigned to it
4. All unit employees hired on or after March 23, 2017, shall be hired as per the minimum and maximum salary ranges as set forth in the New Salary Matrix (See Appendix A2 – New Salary Matrix FY2016-FY2019).
5. The list of current and new job titles and ranges is set forth in Appendix B. For the remainder of the term of this Agreement, Appendix B shall be updated each year to reflect all current and newly added bargaining unit titles.

C. Merit Program The parties will commence utilizing the Preliminary Evaluation Tool, annexed as Appendix G, in year 2 of the Agreement – FY 2017. In FY 2017, evaluations shall be utilized solely for the purpose of determining eligibility for Outside Training Opportunities. (See Appendix C for a list of Outside Training Opportunities). Modifications to the tool may be negotiated.

1. For FY 2018 the agreed upon final evaluation system shall be utilized in determining the distribution of the merit pool for the year 4 merit increase, as well as for Outside Training Opportunities. A merit distribution system shall be developed by the parties in accordance with the Side Letter Agreement, attached as Appendix D.
2. The parties also agree there shall be an appeal process for merit determinations, as set forth in Appendix E.

3. Managers may request feedback from Forepersons during the evaluation process, using the Preliminary Evaluation Tool.

D. Uniform Program

1. A vendor shall be designated to supply and clean all uniforms worn by members of the unit. The uniform program shall be implemented beginning in FY 2017 or as soon thereafter as possible, under the NJIT Uniform Program Policy substantially in the form as attached at Appendix F, subject to further revision by the parties as per the Side Letter of Agreement.
2. The former uniform maintenance allowance will be phased out as the university moves to the new uniform program.
 - i. Full-time employees who will have a full year of service on or before the dates below shall receive a cash maintenance allowance payable as follows: (Employees with at least six (6) months of service prior to July 1 shall receive half of the listed allowance for that year.)
 1. July 1, 2015 - \$550
 2. July 1, 2016 - \$415
 3. July 1, 2017 - \$300
 4. July 1, 2018 - \$0
 - ii. Uniform allowance will only be paid to those required to wear uniforms as part of performing their regular job duties.

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 pursuant to the Uniform Program as set forth in Article XXIII(D) and shall be worn and maintained at all times during an employee's work shift.
- D. Tuition Remission
 1. All employees and their dependent children, are eligible to participate in the University's Tuition Remission Plan as set forth in the Tuition Remission Policy at "<http://www5.njit.edu/policies/sites/policies/files/lcms/pdf/tuition-remission-unaligned-2008-03-27.pdf>" and subject to the applicable rules and regulations governing the plan.
 2. In addition to courses leading to degrees or certificates, depending on evaluation results, unit members may be offered the opportunity to attend training courses as described in Appendix C, attached, as part of an evaluation and merit program (See Article XXIII(C)).
 3. 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. The following parking fees shall be charged and collected through payroll deductions for all members of the bargaining unit desiring to park and duly registering his/her motor vehicle with the University according to published University regulations, enabling and entitling him/her to daily parking privileges on University premises:
 - a. All parking at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration or a bargaining unit member's motor vehicle, entitling him/her to parking privileges at the fee

schedule rate set out below.

- b. Parking fees for all bargaining unit members shall be calculated as .4% (.004) of the member's annual salary, and shall be deducted in twenty-four (24) installments throughout the fiscal year.
2. For the length of this contract, the following university parking rules will be applicable:
- a. It will be assumed that all employees currently utilizing NJIT parking will continue to park at NJIT during the upcoming parking permit period and permits will renew automatically.
 - b. Employees who wish to opt-out of parking must notify the Office of Security Systems, Photo Identification, & Parking Services and return their parking permit by no later than June 15th for the July 1- December 31 parking period, and/or no later than December 15th for the January 1 –June 30 parking period.
 - c. There will be no rebates or discounts for partial use of parking permits. Returning a parking permit before the end of a parking permit period will not eliminate the parking fee. Also, unused parking days cannot be used in a new period.
 - d. Employees who request a parking permit for the first time will begin incurring fees as of the date their vehicle is registered with the Office of Security Systems, Photo Identification, & Parking Services.
 - e. New hires who would like to park at NJIT will be provided a parking registration application during their initial onboarding process. The new employee must bring the parking registration application to the Office of Security Systems, Photo Identification, & Parking Services, in order to receive a parking permit. Once the parking permit is issued, the Office of Security Systems, Photo Identification, & Parking Services will notify the Payroll Department to initiate the biweekly parking fee deduction.
 - f. Requests for a hardship exception must be submitted in writing, with the appropriate supporting documentation, to the Office of Security Systems, Photo Identification & Parking Services and will be reviewed and resolved by the University Parking Committee.

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 (1/2) 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 (1/2) day of paid accrual for the absence as rounded to the half (1/2) 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, 2015 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2019. This program ends on June 30, 2019. 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, 2015 and shall terminate as of June 30, 2019. 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, 2019, 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 (AFSCME New Jersey, AFL-CIO).

Signed this day of *September 19*, 2017.

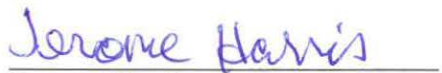
For the Union:




Steve Tully
Staff Representative AFSCME New Jersey



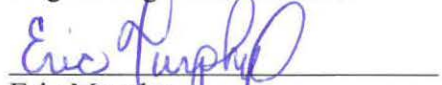
William Araujo
President



Jerome Harris
Negotiating Team Member

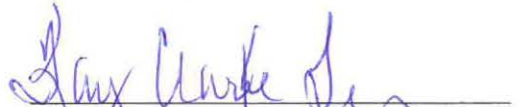


Vanessa Cousar
Negotiating Team Member



Eric Murphy
Negotiating Team Member

For the Employer:



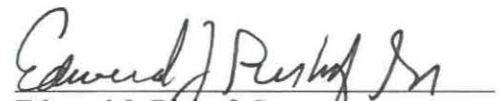
Kay Clarke-Turner
Chief Negotiator



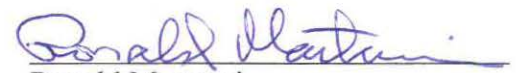
Andrew Christ
Negotiating Team Member



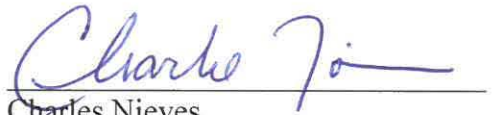
Holly C. Stern
Negotiating Team Member




Edward J. Bishof, Sr.
Negotiating Team Member



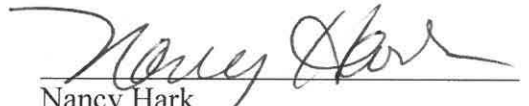
Ronald Martucci
Negotiating Team Member



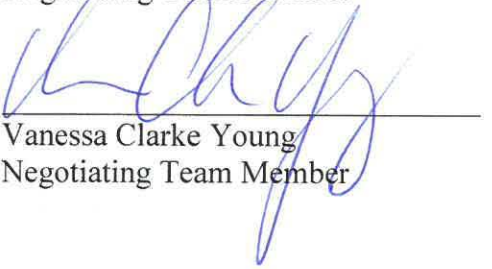
Charles Nieves
Negotiating Team Member



Annie Crawford
Negotiating Team Member



Nancy Hark
Negotiating Team Member



Vanessa Clarke Young
Negotiating Team Member

APPENDIX A1: AFSCME GRAND-FATHERED MATRIX FY16-FY19 (STEPS)

FY 16 (0% Increase)													
Range	40 Hrs				37.5 Hrs				35 Hrs				
	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	\$38,649	
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	
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	
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	\$61,064	\$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	\$89,355	
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	
9A	\$30,548	\$35,847	\$41,211	\$42,346	\$29,321	\$34,399	\$39,504	\$40,594	\$28,151	\$33,017	\$37,876	\$38,920	
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	
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	

FY 17 (1% Increase)													
Range	40 Hrs				37.5 Hrs				35 Hrs				
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior	
9	\$30,581	\$35,930	\$41,348	\$42,497	\$29,342	\$34,467	\$39,625	\$40,724	\$28,157	\$33,071	\$37,981	\$39,035	
10	\$31,879	\$37,445	\$43,155	\$44,352	\$30,581	\$35,930	\$41,348	\$42,497	\$29,342	\$34,467	\$39,625	\$40,724	
11	\$33,239	\$39,087	\$45,050	\$46,299	\$31,879	\$37,445	\$43,155	\$44,352	\$30,581	\$35,930	\$41,348	\$42,497	
12	\$34,667	\$40,811	\$47,036	\$48,342	\$33,239	\$39,087	\$45,050	\$46,299	\$31,879	\$37,445	\$43,155	\$44,352	
13	\$36,164	\$42,620	\$49,118	\$50,484	\$34,667	\$40,811	\$47,036	\$48,342	\$33,239	\$39,087	\$45,050	\$46,299	
14	\$37,722	\$44,515	\$51,307	\$52,730	\$36,164	\$42,620	\$49,118	\$50,484	\$34,667	\$40,811	\$47,036	\$48,342	
15	\$39,411	\$46,505	\$53,599	\$55,087	\$37,722	\$44,515	\$51,307	\$52,730	\$36,164	\$42,620	\$49,118	\$50,484	
16	\$41,181	\$48,593	\$56,007	\$57,561	\$39,411	\$46,505	\$53,599	\$55,087	\$37,722	\$44,515	\$51,307	\$52,730	
17	\$43,038	\$50,786	\$58,532	\$60,158	\$41,181	\$48,593	\$56,007	\$57,561	\$39,411	\$46,505	\$53,599	\$55,087	
18	\$44,986	\$53,086	\$61,183	\$62,882	\$43,038	\$50,786	\$58,532	\$60,158	\$41,181	\$48,593	\$56,007	\$57,561	
19	\$47,035	\$55,502	\$63,967	\$65,743	\$44,986	\$53,086	\$61,183	\$62,882	\$43,038	\$50,786	\$58,532	\$60,158	
20	\$49,184	\$58,037	\$66,889	\$68,748	\$47,035	\$55,502	\$63,967	\$65,743	\$44,986	\$53,086	\$61,183	\$62,882	
21	\$51,442	\$60,702	\$69,960	\$71,904	\$49,184	\$58,037	\$66,889	\$68,748	\$47,035	\$55,502	\$63,967	\$65,743	
22	\$53,813	\$63,500	\$73,185	\$75,219	\$51,442	\$60,702	\$69,960	\$71,904	\$49,184	\$58,037	\$66,889	\$68,748	
23	\$56,303	\$66,439	\$76,574	\$78,700	\$53,813	\$63,500	\$73,185	\$75,219	\$51,442	\$60,702	\$69,960	\$71,904	
24	\$58,924	\$69,528	\$80,134	\$82,359	\$56,303	\$66,439	\$76,574	\$78,700	\$53,813	\$63,500	\$73,185	\$75,219	
25	\$61,675	\$72,776	\$83,876	\$86,207	\$58,924	\$69,528	\$80,134	\$82,359	\$56,303	\$66,439	\$76,574	\$78,700	
26	\$64,566	\$76,188	\$87,810	\$90,249	\$61,675	\$72,776	\$83,876	\$86,207	\$58,924	\$69,528	\$80,134	\$82,359	
27	\$67,607	\$79,778	\$91,947	\$94,499	\$64,566	\$76,188	\$87,810	\$90,249	\$61,675	\$72,776	\$83,876	\$86,207	
28	\$70,807	\$83,551	\$96,296	\$98,970	\$67,607	\$79,778	\$91,947	\$94,499	\$64,566	\$76,188	\$87,810	\$90,249	
29	\$74,169	\$87,520	\$100,870	\$103,671	\$70,807	\$83,551	\$96,296	\$98,970	\$67,607	\$79,778	\$91,947	\$94,499	
30	\$77,707	\$91,693	\$105,682	\$108,615	\$74,169	\$87,520	\$100,870	\$103,671	\$70,807	\$83,551	\$96,296	\$98,970	
9A	\$30,853	\$36,205	\$41,623	\$42,769	\$29,614	\$34,743	\$39,899	\$41,000	\$28,433	\$33,347	\$38,255	\$39,309	
11A	\$33,515	\$39,361	\$45,326	\$46,575	\$32,154	\$37,717	\$43,431	\$44,628	\$30,853	\$36,205	\$41,623	\$42,769	
13A	\$36,441	\$42,893	\$49,394	\$50,760	\$34,943	\$41,086	\$47,310	\$48,616	\$33,515	\$39,361	\$45,326	\$46,575	

Appendix A1: AFSCME Grand-Fathered Matrix FY16-FY19 (Steps)

FY18 (1% Increase)

Range	40 Hrs				37.5 Hrs				35 Hrs			
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior
9	\$30,887	\$36,289	\$41,761	\$42,922	\$29,635	\$34,812	\$40,021	\$41,131	\$28,439	\$33,402	\$38,361	\$39,425
10	\$32,198	\$37,819	\$43,587	\$44,796	\$30,887	\$36,289	\$41,761	\$42,922	\$29,635	\$34,812	\$40,021	\$41,131
11	\$33,571	\$39,478	\$45,501	\$46,762	\$32,198	\$37,819	\$43,587	\$44,796	\$30,887	\$36,289	\$41,761	\$42,922
12	\$35,014	\$41,219	\$47,506	\$48,825	\$33,571	\$39,478	\$45,501	\$46,762	\$32,198	\$37,819	\$43,587	\$44,796
13	\$36,526	\$43,046	\$49,609	\$50,989	\$35,014	\$41,219	\$47,506	\$48,825	\$33,571	\$39,478	\$45,501	\$46,762
14	\$38,099	\$44,960	\$51,820	\$53,257	\$36,526	\$43,046	\$49,609	\$50,989	\$35,014	\$41,219	\$47,506	\$48,825
15	\$39,805	\$46,970	\$54,135	\$55,638	\$38,099	\$44,960	\$51,820	\$53,257	\$36,526	\$43,046	\$49,609	\$50,989
16	\$41,593	\$49,079	\$56,567	\$58,137	\$39,805	\$46,970	\$54,135	\$55,638	\$38,099	\$44,960	\$51,820	\$53,257
17	\$43,468	\$51,294	\$59,117	\$60,760	\$41,593	\$49,079	\$56,567	\$58,137	\$39,805	\$46,970	\$54,135	\$55,638
18	\$45,436	\$53,617	\$61,795	\$63,511	\$43,468	\$51,294	\$59,117	\$60,760	\$41,593	\$49,079	\$56,567	\$58,137
19	\$47,505	\$56,057	\$64,607	\$66,400	\$45,436	\$53,617	\$61,795	\$63,511	\$43,468	\$51,294	\$59,117	\$60,760
20	\$49,676	\$58,617	\$67,558	\$69,435	\$47,505	\$56,057	\$64,607	\$66,400	\$45,436	\$53,617	\$61,795	\$63,511
21	\$51,956	\$61,309	\$70,660	\$72,623	\$49,676	\$58,617	\$67,558	\$69,435	\$47,505	\$56,057	\$64,607	\$66,400
22	\$54,351	\$64,135	\$73,917	\$75,971	\$51,956	\$61,309	\$70,660	\$72,623	\$49,676	\$58,617	\$67,558	\$69,435
23	\$56,866	\$67,103	\$77,340	\$79,487	\$54,351	\$64,135	\$73,917	\$75,971	\$51,956	\$61,309	\$70,660	\$72,623
24	\$59,513	\$70,223	\$80,935	\$83,183	\$56,866	\$67,103	\$77,340	\$79,487	\$54,351	\$64,135	\$73,917	\$75,971
25	\$62,292	\$73,504	\$84,715	\$87,069	\$59,513	\$70,223	\$80,935	\$83,183	\$56,866	\$67,103	\$77,340	\$79,487
26	\$65,212	\$76,950	\$88,688	\$91,151	\$62,292	\$73,504	\$84,715	\$87,069	\$59,513	\$70,223	\$80,935	\$83,183
27	\$68,283	\$80,576	\$92,866	\$95,444	\$65,212	\$76,950	\$88,688	\$91,151	\$62,292	\$73,504	\$84,715	\$87,069
28	\$71,515	\$84,387	\$97,259	\$99,960	\$68,283	\$80,576	\$92,866	\$95,444	\$65,212	\$76,950	\$88,688	\$91,151
29	\$74,911	\$88,395	\$101,879	\$104,708	\$71,515	\$84,387	\$97,259	\$99,960	\$68,283	\$80,576	\$92,866	\$95,444
30	\$78,484	\$92,610	\$106,739	\$109,701	\$74,911	\$88,395	\$101,879	\$104,708	\$71,515	\$84,387	\$97,259	\$99,960
9A	\$31,162	\$36,567	\$42,039	\$43,197	\$29,910	\$35,090	\$40,298	\$41,410	\$28,717	\$33,680	\$38,638	\$39,702
11A	\$33,850	\$39,755	\$45,779	\$47,041	\$32,476	\$38,094	\$43,865	\$45,074	\$31,162	\$36,567	\$42,039	\$43,197
13A	\$36,805	\$43,322	\$49,888	\$51,268	\$35,292	\$41,497	\$47,783	\$49,102	\$33,850	\$39,755	\$45,779	\$47,041

FY19 (0.5% Increase)

Range	40 Hrs				37.5 Hrs				35 Hrs			
	Min	Mid	Max	Senior	Min	Mid	Max	Senior	Min	Mid	Max	Senior
9	\$31,041	\$36,470	\$41,970	\$43,137	\$29,783	\$34,986	\$40,221	\$41,337	\$28,581	\$33,569	\$38,553	\$39,622
10	\$32,359	\$38,008	\$43,805	\$45,020	\$31,041	\$36,470	\$41,970	\$43,137	\$29,783	\$34,986	\$40,221	\$41,337
11	\$33,739	\$39,675	\$45,729	\$46,996	\$32,359	\$38,008	\$43,805	\$45,020	\$31,041	\$36,470	\$41,970	\$43,137
12	\$35,189	\$41,425	\$47,744	\$49,069	\$33,739	\$39,675	\$45,729	\$46,996	\$32,359	\$38,008	\$43,805	\$45,020
13	\$36,709	\$43,261	\$49,857	\$51,244	\$35,189	\$41,425	\$47,744	\$49,069	\$33,739	\$39,675	\$45,729	\$46,996
14	\$38,289	\$45,185	\$52,079	\$53,523	\$36,709	\$43,261	\$49,857	\$51,244	\$35,189	\$41,425	\$47,744	\$49,069
15	\$40,004	\$47,205	\$54,406	\$55,916	\$38,289	\$45,185	\$52,079	\$53,523	\$36,709	\$43,261	\$49,857	\$51,244
16	\$41,801	\$49,324	\$56,850	\$58,428	\$40,004	\$47,205	\$54,406	\$55,916	\$38,289	\$45,185	\$52,079	\$53,523
17	\$43,685	\$51,550	\$59,413	\$61,064	\$41,801	\$49,324	\$56,850	\$58,428	\$40,004	\$47,205	\$54,406	\$55,916
18	\$45,663	\$53,885	\$62,104	\$63,829	\$43,685	\$51,550	\$59,413	\$61,064	\$41,801	\$49,324	\$56,850	\$58,428
19	\$47,743	\$56,337	\$64,930	\$66,732	\$45,663	\$53,885	\$62,104	\$63,829	\$43,685	\$51,550	\$59,413	\$61,064
20	\$49,924	\$58,910	\$67,896	\$69,782	\$47,743	\$56,337	\$64,930	\$66,732	\$45,663	\$53,885	\$62,104	\$63,829
21	\$52,216	\$61,616	\$71,013	\$72,986	\$49,924	\$58,910	\$67,896	\$69,782	\$47,743	\$56,337	\$64,930	\$66,732
22	\$54,623	\$64,456	\$74,287	\$76,351	\$52,216	\$61,616	\$71,013	\$72,986	\$49,924	\$58,910	\$67,896	\$69,782
23	\$57,150	\$67,439	\$77,727	\$79,884	\$54,623	\$64,456	\$74,287	\$76,351	\$52,216	\$61,616	\$71,013	\$72,986
24	\$59,811	\$70,574	\$81,340	\$83,599	\$57,150	\$67,439	\$77,727	\$79,884	\$54,623	\$64,456	\$74,287	\$76,351
25	\$62,603	\$73,872	\$85,139	\$87,504	\$59,811	\$70,574	\$81,340	\$83,599	\$57,150	\$67,439	\$77,727	\$79,884
26	\$65,538	\$77,335	\$89,131	\$91,607	\$62,603	\$73,872	\$85,139	\$87,504	\$59,811	\$70,574	\$81,340	\$83,599
27	\$68,624	\$80,979	\$93,330	\$95,921	\$65,538	\$77,335	\$89,131	\$91,607	\$62,603	\$73,872	\$85,139	\$87,504
28	\$71,873	\$84,809	\$97,745	\$100,460	\$68,624	\$80,979	\$93,330	\$95,921	\$65,538	\$77,335	\$89,131	\$91,607
29	\$75,286	\$88,837	\$102,388	\$105,232	\$71,873	\$84,809	\$97,745	\$100,460	\$68,624	\$80,979	\$93,330	\$95,921
30	\$78,876	\$93,073	\$107,273	\$110,250	\$75,286	\$88,837	\$102,388	\$105,232	\$71,873	\$84,809	\$97,745	\$100,460
9A	\$31,318	\$36,750	\$42,249	\$43,413	\$30,060	\$35,265	\$40,499	\$41,617	\$28,861	\$33,848	\$38,831	\$39,901
11A	\$34,019	\$39,954	\$46,008	\$47,276	\$32,638	\$38,284	\$44,084	\$45,299	\$31,318	\$36,750	\$42,249	\$43,413
13A	\$36,989	\$43,539	\$50,137	\$51,524	\$35,468	\$41,704	\$48,022	\$49,348	\$34,019	\$39,954	\$46,008	\$47,276

APPENDIX A2: NEW SALARY MATRIX* FY16 – FY19

Range	40 Hours		37.5 Hours		35 Hours	
	Min	Max	Min	Max	Min	Max
8	\$30,000	\$34,500	\$29,000	\$33,500	\$28,000	\$32,500
9	\$35,574	\$43,137	\$34,126	\$41,337	\$32,744	\$39,622
10	\$37,074	\$45,020	\$35,574	\$43,137	\$34,126	\$41,337
11	\$38,700	\$46,996	\$37,074	\$45,020	\$35,574	\$43,137
12	\$40,407	\$49,069	\$38,700	\$46,996	\$37,074	\$45,020
13	\$42,198	\$51,244	\$40,407	\$49,069	\$38,700	\$46,996
14	\$44,074	\$53,523	\$42,198	\$51,244	\$40,407	\$49,069
15	\$46,045	\$55,916	\$44,074	\$53,523	\$42,198	\$51,244
16	\$48,112	\$58,428	\$46,045	\$55,916	\$44,074	\$53,523
17	\$50,283	\$61,064	\$48,112	\$58,428	\$46,045	\$55,916
18	\$52,560	\$63,829	\$50,283	\$61,064	\$48,112	\$58,428
19	\$54,952	\$66,732	\$52,560	\$63,829	\$50,283	\$61,064
20	\$57,462	\$69,782	\$54,952	\$66,732	\$52,560	\$63,829
21	\$60,101	\$72,986	\$57,462	\$69,782	\$54,952	\$66,732
22	\$62,871	\$76,351	\$60,101	\$72,986	\$57,462	\$69,782
23	\$65,781	\$79,884	\$62,871	\$76,351	\$60,101	\$72,986
24	\$68,840	\$83,599	\$65,781	\$79,884	\$62,871	\$76,351
25	\$72,055	\$87,504	\$68,840	\$83,599	\$65,781	\$79,884
26	\$75,434	\$91,607	\$72,055	\$87,504	\$68,840	\$83,599
27	\$78,988	\$95,921	\$75,434	\$91,607	\$72,055	\$87,504
28	\$82,724	\$100,460	\$78,988	\$95,921	\$75,434	\$91,607
29	\$86,653	\$105,232	\$82,724	\$100,460	\$78,988	\$95,921
30	\$90,785	\$110,250	\$86,653	\$105,232	\$82,724	\$100,460
9A	\$35,847	\$43,413	\$34,399	\$41,617	\$33,017	\$39,901
11A	\$38,971	\$47,276	\$37,344	\$45,299	\$35,847	\$43,413
13A	\$42,468	\$51,524	\$40,679	\$49,348	\$38,971	\$47,276

* Effective for Unit Employees Hired on or after March 23, 2017, and effective for all unit members as of June 30, 2019.

APPENDIX B: JOB TITLES AND RANGES

Title	Range
BUILDING SERVICES FOREPERSON*	20*
CARPENTER	16
SR. CARPENTER*	17*
CHIEF OPERATING ENGINEER	19/21*
CHIEF RESEARCH LAB MACHINIST	22
CUSTODIAL SVCS SUPVR, CLEANING	16
CUSTODIAN**	8**
EDC MAINTENANCE MECHANIC/ MAINTENANCE MECHANIC II*	16
ELECRIAN FOREPERSON	19/20*
ELECTRICIAN	16
SR ELECTRICIAN*	17*
ELECTRONICS TECHNICIAN	18
FOREPERSON (Mailroom)	14
GRUNDSKEEPER**	14**
GRUNDSKEEPER/ SR GRUNDSKEEPER*	16
GRUNDSKEEPER FOREPERSON	18
HVAC FOREPERSON*	20*
LEAD TECHNICAL SPECIALIST	22
LOCKSMITH FOREPERSON	19/20*
MAIL SERVICES SPECIALIST	13
MAINTENANCE MECHANIC I**	14**
MAINTENANCE MECHANIC III**	17**
MAINTENANCE MECHANIC FOREPERSON*	20*
MECHANIC-HVAC/ HVAC TECHNICIAN*	16
SR HVAC TECHNICIAN*	18*
PAINTER**	14**
PAINTER /SR PAINTER*	16
PLUMBER**	16**
SR PLUMBER**	17**
PLUMBER FOREPERSON	19/20*
PRINCIPAL ELECTRONICS TECHNICIAN	20
PRINCIPAL LABORATORY TECHNICIAN	19
RESIDENCE HALL MAINTENANCE MECHANIC/ MAINTENANCE MECHANIC II*	16
SR CUSTODIAN/ SR. CUSTODIAN I*	9 / 9A
SR CUSTODIAN - DRIVER/ SR CUSTODIAN II*	11 / 11A
SR CUSTODIAN - RECYCLER/ SR CUSTODIAN II*	11

SR CUSTODIAN FOREPERSON/ SR CUSTODIAL FOREPERSON*	13 /13A
SR LABORATORY SERVICE WORKER	9
SR RECREATION EQUIPMENT SPECIALIST	13
THEATRE TECHNICIAN	16

. * Change of Title and/or Range effective July 1, 2017

** Effective for new employees hired on or after 3/24/2017

APPENDIX C: CLASSES/CERTIFICATE PROGRAMS FOR AFSCME EMPLOYEES

Essex County College- Newark, NJ

- Plumbing Code Technology Certificate
- Renewable Energy Technology Certificate

Essex County Vocational Technical School

Adult skilled trade/apprenticeship programs in:

- o Electrical Technology
- o Plumbing Technology

Morris County School of Technology

Adult skilled trade/apprenticeship programs in:

- o Electrical Trades and Apprentice
- o Heating, Ventilation and Air Conditioning

Bergen County Technical School

Adult post-secondary programs:

- o Electrical Technology
- o Heating/Ventilation/AC & Refrigeration (HVAC/R)
- o HVAC/Energy Technology
- o Plumbing & Heating

Union and Warren County Vocational-Technical Schools

Adult skilled trade/apprenticeship programs in:

- o HVAC/Plumbing

Adult & Continuing Education- Hackensack, NJ

1-2 year certificate programs in:

- Carpentry/Carpenter
- Construction Trades, General
- Construction trades.
- Electrician
- Heating/AC/Ventilation/Refrigerator Maintenance Technology/Technician
- Plumbing Technology/Plumber

International Janitorial Cleaning Services Association (<http://www.ijcsa.org/>)

Certifications

- Master
- Green Cleaning
- Customer Service
- Hazardous Chemical
- Mold Inspection & Remediation

These are self-Paced courses and there is a final exam, which must be passed in order to obtain the certificate. (Exams should be proctored on campus.) NJIT must be a member.

Cleaning Management Institute (<http://www.cminstitute.net/>)

- Custodial Technician Training Program
- Custodial Supervisor Certification Course
- Supervisor and Management Boot Camp (2 day training, off-site)

AFSCME members can attend seminars (out of the area) offered by CMI. CMI can also come to campus if there are more than 20 people interested in the certificate.

APPENDIX D: SIDE LETTER

LETTER OF AGREEMENT –

The parties agree as follows:

1. The evaluation tool developed by committee, attached to the MOA as Appendix G, shall be piloted in May 2017 through August 2017 to determine member eligibility for training opportunities in year 3 of the Contract.
The parties shall periodically meet to discuss any problems, concerns with the evaluation tool, and modify it accordingly.
The evaluation tool as modified shall be utilized in year 3 of the Contract as the basis of merit eligibility for year 4 (July 1, 2018) merit increases.
2. NJIT and the Union will meet to create a merit distribution system to be implemented in Year 4 of the contract.
3. NJIT and the Union will meet to discuss any modifications to the Draft Uniform Policy (Appendix F), and the selection of uniforms for unit members, including fabric and cleaning options.
4. NJIT and the Union will meet within the first year of the establishment of an electronic time-keeping system, to discuss any implementation issues or concerns.

For NJIT



Kay Turner, Esq., SPHR
Vice President, Human Resources

For AFSCME



William Araujo
AFSCME President

APPENDIX E: MERIT APPEAL PROCESS

Merit appeals may be filed by any staff member not awarded an increase.

1. Grounds for a merit appeal shall be:
 - A material violation of the merit procedure which impacts the award, and/or;
 - A material factual inconsistency with the record which impacts the award.
2. Individual appeals should set forth the specific basis on which the appeal is being filed, and must be filed no later than 25 days following the date on which the awards are paid to the unit. The AFSCME president shall be notified of the award date and of the appeal deadline, and should communicate same to his/her unit members.
3. The exclusive avenue for the review of individual awards shall be through the appeal process as described herein; individual awards shall not be subject to the grievance/arbitration provisions of the Agreement.
4. Initially all appeals must be considered by the divisional Associate Vice President in consultation with the supervisor(s), who may grant or deny the petition within 14 days of the appeal being filed. If the appeal is granted or otherwise resolved, any additional award shall be deducted from the next available performance pool fund.
5. If the appeal is not granted, or otherwise resolved at the AVP step, within 14 days of when it was filed, and the individual wishes to pursue an appeal, the appeal shall be considered by the divisional Vice President, whose decision is binding and final. If the appeal is granted or otherwise resolved, any additional award shall be deducted from the next available performance pool fund.



New Jersey Institute of Technology
Division of Real Estate Development and Capital Operations

POLICIES & PROCEDURES

TITLE: UNIFORM POLICY

POLICY NUMBER: REDCO-UNIFORM-2015
EFFECTIVE DATE: TBD
REVISED DATE: TBD

I. PURPOSE

The purpose of this policy is to provide proper guidance to employees in wearing of issued uniforms within the Division of Real Estate Development and Capital Operations.

II. SCOPE

The Policies and Procedures outlined will be utilized by all Departments of Building and Technical Services, Facility Systems Services, Mail Services, and Environmental Health and Safety staff that are issued uniforms. Public Safety is exempted from this policy and is governed by its own uniform policy for the department.

III. RESPONSIBILITY

The Division of Real Estate Development and Capital Operations and its respective Administrators and Managers are responsible for the proper implementation of the Uniform Policy. It is the responsibility of each supervisor to ensure that his or her employees are complying with the uniform policy.

IV. UNIFORM ISSUANCE

Each employee is issued eleven (11) long sleeve shirts, eleven (11) short sleeve polo shirts, eleven (11) pants, and one (1) three season jacket and one (1) winter coat. Two (2) sets of insulated bib coveralls are issued to employees that regularly work outdoors during snow and ice emergencies.

V. UNIFORM WEAR & APPEARANCE:

- Employees must be in full uniform during working hours unless authorized by the appropriate supervisor and/or Director.
- Employees are expected to maintain a clean, neat, and well-groomed appearance at all times during working hours.
- Uniform shirts are to be kept tucked in at all times with no more than the top two buttons of the uniform shirt unbuttoned during working hours.

- Uniforms cannot be altered in appearance from standard issue in any way, shape, or form except by the Uniform Vendor for proper fit.
- Buttons, badges and/or patches may not be worn on any issued uniform, unless it supports a work related professional organization, certification, or award with the permission and approval of supervision.
- Uniforms will not be worn in places that would not represent a positive image of New Jersey Institute of Technology, or while working a job outside of the Institution.
- Employees will wear issued uniform shirts as follows:
 - **Long sleeve shirts** are designated for wear from November 1 through March 31.
 - **Short sleeve polo shirts** are designated for wear from June 1 through August 31.
 - **The employee will have the option to wear either the long sleeve or short sleeve polo shirt from April 1 to May 31 and September 1 to October 31**
- **With supervisor/manager authorization and approval only**, employee(s) performing job tasks or duties at time of the year that require the use of either long or short sleeve shirts may be permitted to wear the alternate shirt if deemed necessary for safety and well-being of the employee.
- **With supervisor/manager authorization and approval only**, employee(s) performing job task or duties in area(s) secluded from the NJIT Community and/or public views, may remove uniform shirts during working hours **only under the following conditions:**
 - When employees are working in mechanical rooms or area(s) without A/C or ventilation and temperatures exceed 90 degrees (unless wearing uniform short sleeve polo);
 - Or when employees are working with water and do not wish to get uniform shirt wet;
 - Or for safety concerns deemed necessary by your supervisor.
- **NOTE: When a uniform shirt is removed, the employee must have on an undershirt.** Undershirts must be free from statements, pictures, or language that is obscene, or promotes negative connotations.
- **With proper medical documentation and supervisory/manager authorization**, employees with certain medical conditions (i.e. maternity, etc) may temporarily be excused from wearing uniforms, provided the employee informs and submits proper documentation from health professionals to Human Resources.

I. UNIFORM MANAGEMENT:

- Uniforms are rented by NJIT on the employee's behalf from the uniform rental vendor, and remain the property of uniform rental vendor.
- A "Uniform Coordinator" will be assigned for each sub department as follows:
 - Technical Services – Director of Technical Services and/or designee
 - Building Services – Manager of Custodial Services and/or designee
 - Mail Services – Manager of Mail Services and/or designee
 - Facility Systems Services – Assistant VP for Facility Systems Services and/or designee
 - Environmental Health and Safety – Director of EHS and/or designee
- Upon termination of employment from the University, all issued uniforms must be returned to the employees' immediate supervisor. Any and all rental garments must be returned or lost garment charges will be assessed.
- The employee's supervisor will notify the Uniform Coordinator of the termination. In addition, the employee's supervisor must verify that all items have been received and submitted to the Uniform Coordinator for return to the vendor.
- The Uniform Coordinator will notify the Vendor Representative of the termination and returned garments will be given to the Vendor Representative for proper recording.
- Employees may be held financially responsible for any losses or damages to uniforms that occur outside normal work conditions/procedures.

II. UNIFORM CLEANING:

Employees are required to utilize the Uniform Vendor Laundering Services on a weekly basis as follows:

- Soiled garments will be placed in the designated soiled garment locker at your assigned location for pick-up.
- Soiled garments will be picked-up by the vendor once every week. Soiled uniforms should be placed in the locker by the end of the workday prior to pick-up.
- Special uniform cleaning is available for persons allergic to soaps, cleaning solutions, starches, etc. These garments will be placed in a separate laundry bag and given to the Uniform Vendor Representative or placed in a designated area for pick-up. **Note:** please notify the Uniform Coordinator in advance if you require special uniform cleaning.
- The uniform inventory provided allows for each employee to wear a clean uniform daily.
- Any claimed shortage from the vendor laundering service must be reported to the Uniform Coordinator immediately, so the vendor can be notified to correct the claim in a timely matter.

- Uniforms that are in need of repair, replacement, or exchange due to wear, fading in color from washing, damages beyond repair, or permanently visibly stained must be separated and include a **completed repair tag**. These garments will be placed in a separate designated repair garment locker for pick-up and special handling.

- **Note:** Old uniforms must be returned upon receiving replacement uniforms.

NJIT UNIFORM POLICY AGREEMENT FORM:

EMPLOYEE NAME: _____

EMPLOYEE DEPARTMENT: _____

EMPLOYEE ID NUMBER: _____

1. I acknowledge that I received uniforms (11 long sleeve shirts, 11 pants, 11 short sleeve polo shirts, 1 three season jacket and 1 winter coat).
2. Two (2) sets of insulated bib coveralls (employees working snow & ice emergencies only).
3. According to the University Uniform Policy, all uniforms must be returned upon leaving the University. I understand that if I fail to return all uniforms issued to me, I may be held liable for the cost of these uniforms.
4. I acknowledge that I have received and/or read a copy of the NJIT Uniform Policy. I understand the contents and agree to comply with the policy.

My signature below indicates that I have read this agreement, understand and will comply with the policy for as long as I am an employee at New Jersey Institute of Technology.

EMPLOYEE SIGNATURE: _____ DATE: _____



NEW JERSEY INSTITUTE OF TECHNOLOGY
AFSCME PERFORMANCE EVALUATION FORM
C O N F I D E N T I A L

Employee Information

Name:	Department:
Job Title:	Years in Position:
Immediate Supervisor:	Supervisor Job Title:
Immediate Supervisor Signature:	Date:
Review Dates From: March 24, 2017	To: August 31, 2017

Evaluation Period (Check One):

- Probationary Period (one year)
- Annual Review
- Special (Please Comment): First review under new contract.

Revised: 9/15/2017

Employee Name: _____ Rating Period: _____

Introduction

In preparation for the NJIT AFSCME Performance Evaluation process we want to remind managers that good, effective performance review and evaluation is a critical component in the management of our people and a key element in the morale and retention of our best employees.

As such, the AFSCME Performance Evaluation Process is designed to help managers maximize the performance of their staff and it helps us to:

- Focus on what is really important by aligning and clarifying department goals for a greater understanding of how our staff contributes to NJIT's success.
- Establish and gain mutual understanding between the employee and his/her management of performance expectations/competencies, and establish accountability and measures for behavior and results.
- Drive performance improvement and excellence through ongoing performance discussions and feedback.
- Recognize and reward contributions by linking rewards to performance.

Evaluating Performance

Determine the three to five performance expectations that were discussed and agreed to at the beginning of the fiscal year and note them below, along with the results against the expectations and how well the employee actually achieved.

In addition, identify the performance requirements that are most relevant to this individual's job. For your convenience, some important requirements and competencies relevant to AFSCME employees have been pre-selected.

You are encouraged to customize the performance competencies and requirements that are most relevant to success in the position. You may utilize the university competencies dictionary as a guideline.

Employee Name: _____ Rating Period: _____

Performance Rating Definitions

- **(EE) Exceeded Expectations:** Performance is consistently superior and significantly exceeds position expectations and requirements. Employee contributed significantly to the broader goals of their department/function and/or NJIT. Although achievable by any AFSCME member, this rating should be used sparingly.
- **(ME) Met Expectations:** Employee consistently and fully met performance expectations and requirements, including quantity and quality measures.
- **(DE) Did Not Meet Expectations:** Performance is consistently below expectations, fails to meet minimum requirements for the position and/or has failed to make reasonable progress toward agreed upon goals.

Performance Planning and Setting Expectations

Performance planning begins when the manager and employee define their thoughts and ideas as to areas of contribution and performance expectations for the coming year. The organization's strategic plan should be discussed, as well as the priorities of the department, in order to obtain a sense of direction and priorities.

Areas for contribution and more specific performance expectations are developed in collaboration between the employee and his/her manager. While the process is intended to be collaborative, there may be some expectations that are givens and are non-negotiable. The performance expectations and requirements, the what (goals) and how (behavior), need to be written and clear to both parties.

These performance expectations need to be viewed as a working document. As such, they should be reviewed as the demands and priorities change during the course of the year.

When clear expectations for performance are established and agreed to, the AFSCME Performance Evaluation Process can readily and successfully be accomplished.

The performance expectations describe the key results the employee is expected to accomplish during the year. Most employees will typically have between three and five performance expectations, with several of these focusing on the highest priority activities with the greatest potential for contribution to the department's and NJIT's success.

We encourage all performance expectations to be:

- Specific
- Measurable
- Achievable
- Realistic
- Time-bound

Well written performance expectations describe key results and are an important tool in managing performance. By stating what will be done, how and when it will be achieved, and with what outcomes, a clear picture of success emerges.

AFSCME Evaluation Form
Proprietary and Confidential
Revised: 09/15/2017

Employee Name: _____ Rating Period: _____

It has become increasingly important to consider and evaluate how work is accomplished. It is very possible that behavior can significantly enhance or diminish the overall value of an employee's contribution. By gaining clarity and understanding of how employees go about achieving goals, expectations for total success can be established.

A dictionary of key NJIT competencies has been developed to provide guidance in this area.

An employee may be able to successfully meet all their performance expectations and yet have a negative impact on the organization and/or on the performance of other employees. To minimize this negative type of behavior and foster teamwork and collaboration, these expectations should be clearly identified, discussed, and agreed to between the employee and manager. It is not useful to merely identify the "how", such a "communications". The "how" needs to be specific, actionable and tailored to the employee.

In summary, performance expectations should:

- Contribute to results
- Support division and department goals
- Relate to the employee's job
- Yield measurable or observable results
- Have specific timetables
- Be challenging, and
- Provide a clear basis for reviewing performance.

Employee Name: _____ Rating Period: _____

Performance Expectation 1: Customer Focus/Service Oriented

Rating (circle one): **EE** **ME** **DE**

Performance Expectation 2: Initiative/Flexibility

Rating (circle one): **EE** **ME** **DE**

Performance Expectation 3: Problem Solving

Rating (circle one): **EE** **ME** **DE**

Attendance: Punctual in arriving at work, in responding to regular duties and in responding to unexpected circumstances, as well as accountable for their whereabouts at all times while on shift. Remains free from disciplinary action for excessive or patterned abuse of sick leave.

Rating (circle one): **EE** **ME** **DE**

Appearance: Uniforms maintained in excellent condition. Uniform attire including safety shoes and outerwear are worn in appropriate manner. Presents himself/herself, without deviation, in a ready, alert, neat, properly groomed and fully uniformed manner at all times.

Rating (circle one): **EE** **ME** **DE**

Employee Name: _____ Rating Period: _____

Persistence/Tenacity: Works systematically and tirelessly to meet or exceed inherent and stated goals and standards for the position, department and university initiatives. Perseveres after meeting difficult challenges or significant obstacles. Exhibits professional stamina while striving to meet, exceed and master objectives over a long period of time.

Rating (circle one): **EE** **ME** **DE**

Absence of Discipline: Remains free from any disciplinary action.

Rating (circle one): **EE** **ME** **DE**

Honesty and Integrity: Acts in accordance with all university and department policies, procedures and expectations. Acts in an honest and ethical manner. Keeps commitments and acknowledges their mistakes. Will not compromise one's responsibility to place the best interests of the department and university over personal gain.

Rating (circle one): **EE** **ME** **DE**

Quality Assurance/ Attention to Detail: Accomplishes tasks through concern for all areas and details involved, no matter how small. Shows concern for all the quality aspects of the job. Accurately checks work and tasks and follows up in a timely manner with appropriate persons. Has the desire to see things accomplished logically, clearly with quality and attention to detail.

Rating (circle one): **EE** **ME** **DE**

Teamwork and Collaboration: Works cooperatively with others to complete assignments efficiently and effectively.

Rating (circle one): **EE** **ME** **DE**

AFSCME Evaluation Form
Proprietary and Confidential
Revised: 09/15/2017

Employee Name: _____ Rating Period: _____

Professionalism: Conducts oneself at all times in a professional, committed, personable and customer oriented manner demonstrating respect for the position, fellow colleagues, department integrity and the university's best interest.

Rating (circle one): **EE** **ME** **DE**

Communications: Communicates effectively verbally and in writing. Strives to share information and understand other's perspectives. Keep's supervisor and all necessary parties well informed.

Rating (circle one): **EE** **ME** **DE**

Civility: Treats others with respect and dignity, values diversity in the work place.

Rating (circle one): **EE** **ME** **DE**

Accountable for Tools and Work Space: Is responsible and accountable for the security and maintenance of the tools needed in their trade or job. Ensures work area is clean and well maintained. Is safety conscious and adheres to all safety regulations.

Rating (circle one): **EE** **ME** **DE**

Employee Name: _____ Rating Period: _____

SUMMARY COMMENTS and RATING OF OVERALL PERFORMANCE

Overall Rating (circle one): **EE** **ME** **DE**

**Summarize and Comment on the employee's overall job performance:
(Required for EE or DE Overall Rating)**