

July 1, 2015 – June 30, 2019

**NJIT/OPEIU
AGREEMENT**

Agreement Between:

NEW JERSEY INSTITUTE OF TECHNOLOGY

and

LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION, AFL-CIO

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NJIT/OPEIU AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer or NJIT, and Local 32, Office of Professional Employees International Union, AFL-CIO, hereinafter referred to as the Union, this 1st day of November 2016.

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:

All regular full-time and part-time white-collar employees employed by New Jersey Institute of Technology, in the positions listed under Appendix A attached hereto and included herein by reference, but excluding all teaching personnel, employees with academic rank, professional staff employees not listed on Appendix A, confidential employees, managerial executives, supervisors within the meaning of the act, police employees, craft employees, part-time employees working normally nineteen (19) hours or less per week, student employees, employees assigned to The Council of Higher Education in Newark (CHEN), and employees represented in all other collective negotiations units.

B. The inclusion 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 provision of this Agreement unless the substance of the provisions describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for such programs or coverage under provisions of this Agreement, appropriate pro-rations will be made in accord with their part-time status. Nothing in this Article shall be construed to limit the Union's right to propose changes to the terms and conditions of employment of part-time employees represented by the Union unless such are regulated by law.

C. Temporary Employees shall be entitled to those benefits determined by law, but shall not be members of the bargaining unit for which the Union is recognized as the sole and exclusive negotiating agent nor shall such employee be entitled to any benefits or protection provided by the Agreement. A Temporary Employee is defined as an employee on the university payroll who is hired to work temporarily.

D. Whenever new job titles are created, the Employer will assign the title a bargaining unit designation. If appropriate, the Employer will notify the Union in writing of such designation. If requested in writing, the Employer will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussion, the

dispute shall be submitted to the Public Employment Relations Commission for resolution, consistent with its rules and regulations relating to unit determination.

ARTICLE II

NEGOTIATION PROCEDURE

A. The Union shall present its demands to the Employer, in writing, relating to terms and conditions of employment, on or before October 1 of the final year of the Agreement. On or before November 1, the Employer shall meet with the Union for the purpose of negotiating, in good faith, a mutually acceptable agreement.

B. The parties agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively, in an orderly manner, in an effort to resolve such impasse.

ARTICLE III

NON-DISCRIMINATION

There shall be no unlawful discrimination by NJIT or the Union against any employee because of race, color, sex, sexual orientation, religion, age, marital status, national origin, or disability. There will be no discrimination by NJIT or the Union against any employee because of membership or non-membership in the Union.

ARTICLE IV

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 conditions 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 law, governing the conduct of and activities of employees not inconsistent with the expressed provisions of this Agreement.

ARTICLE V

DUES DEDUCTION

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-

15 9e, as amended) the Employer agrees to deduct the Union Dues and regular assessment 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 1 of each year provided the notice of withdrawal has been filed timely.

C. The amount of the Union Dues shall be such amount as shall be certified to the Employer by the Union at least thirty (30) days prior to the date on which deductions of Union Dues are to begin.

D. The deductions of Union 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 (15) day of the calendar month succeeding that in which such deductions are made, together with a list of names of Union members from whose pay such deductions were made.

E. 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.

F. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

G. Representation Fee (Agency Shop)

1. Purpose of Fee

- a. Subject to the conditions set forth in b. below, all eligible non-member 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 Agency Fee Program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are Dues paying members of the Union.

If at the signing of this contract the above percentage has not been achieved, the Agency Fee Plan will not be implemented. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1,

July 1 or October 1, the Agency Fee Plan shall be implemented by the next quarterly date with proper notice to the affected employees.

In each year of the contract on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the Agency Fee shall continue until the following annual assessment. If it has not, the Agency 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 G. 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 85% of the regular membership Dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the Representation Fee, the Employer will deduct the Fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of Representation Fees and the transmission of such Fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership Dues to the Union.

The Employer shall deduct the Representation Fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from Leave without pay, and for previous employee members who become eligible for the Representation Fee because of non-member status.

The Employer shall deduct the Representation Fee from a new employee

as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The Representation Fee in lieu of Dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the Representation Fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative. The employee shall be entitled to a review of the amount of the Representation Fee by requesting the Union to substantiate the amount charged for the Representation Fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Employer. The deduction of the Representation Fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions 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 inadvertently omitted from deduction of the Representation Fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

ARTICLE VI

RIGHTS OF THE UNION

A. Union representatives who are not employees of NJIT shall be permitted to transact Union business on the Employer's property at all reasonable times during the period of time NJIT is normally open, providing they first report to the Department of Human Resources in order that the department which they wish to visit can be notified and they do not interfere or interrupt normal university operations or the work of any individual employee or group of employees.

B. 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. In the selection of locations for posting, priority shall be granted to those locations with the greatest public exposure and intended employee utilization. To the extent practicable, there will be posting allowed in at least four (4) buildings. Buildings where posting will be allowed where bulletin board space is available are, Fenster Hall, Cullimore Hall, West Building, ITC, Faculty/Tiernan, the Student Mall and the Public Safety Department. Except where express permission is granted by the Senior Vice President for Administration and Treasurer, bulletins will be removed after the announced event or after two (2) weeks of posting, whichever occurs first.

C. Stewards shall be designated in specific, geographic areas. Names of employees selected to act as Chief Steward and stewards, their areas of responsibility, the total number of stewards and the names of other Union representatives who represent employees shall be certified in writing to the Employer by the Union. The Chief Steward or designee shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a Grievance and/or to discuss the Grievance with the employee's supervisor, and to discuss and adjust Grievances with the Employer. Stewards shall not leave his/her work without first obtaining permission of his/her supervisor, which permission shall not be unreasonably withheld. In certain limited situations, when specifically requested by the Chief Steward (or his/her designee) or the Vice President of Human Resources (or his/her designee), it may be advantageous to grant stewards other than the Chief Steward or designee release time during the workday to investigate alleged Grievances, and release time for such purpose shall not be unreasonably withheld. 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.

D. The Employer agrees to submit to the Union and Chief Steward each month, a list of new employees eligible for the bargaining unit and their job classification. The Chief Steward or other Union representative may meet, on a weekly basis, with the proper Department of Human Resources representative in order to receive a list of new hires and their job classification.

E. The Employer agrees to send copies of job postings, changed assignments, promotions, demotions, disciplinary actions and reclassification actions effecting

members of this negotiating unit to the Union and Chief Steward.

F. The Employer agrees to recognize those members of the negotiating unit not to exceed eight (8) 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. The Union recognizes that this release time is significant and commits to request release of less than the full contingent of representatives when the issues not relevant to the entire unit are being discussed. Further, the Union recognizes that negotiating during regular work hours may not be prudent and therefore discontinued when negotiations are protracted.

ARTICLE VII

LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee consisting of the Employer and Union representatives may meet for the purpose of reviewing matters of general interest and concerns other than Grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Union for such a meeting will be made to the Vice President of Human Resources. Any claims of harassment may be the subject of a Labor/Management meeting. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) employee representatives of the Union may attend such meetings.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

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

Oral reprimand, written reprimand, suspensions with notice given in writing and discharge.

B. Except as set out in E. below, any disciplinary action or measure imposed upon a non-probationary 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 such 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 a non-probationary employee is to be discharged he/she shall be initially suspended without pay 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.

E. The following enumerated conduct each independently constitutes just and sufficient cause for serious discipline of an employee, up to and including termination. (For Public Safety Officers, the conduct constitutes cause for termination and absent extraordinary circumstances mitigating the impropriety of the conduct, termination will not ever be too severe an action by the Employer.

1. Entrance, without formal express authorization, into any restricted area within the university premises. Restricted areas include private offices or other private work areas, any common area that is off-limits to the general university constituency without authorization, or any locked or otherwise secured area of the university.
2. Unauthorized use of equipment, supplies or any other property belonging to the university or any of its agents or employees, after entering into and located in an unauthorized and restricted area, as set out above. This includes, by way of illustration only, telephones, facsimile machines, copy machines or computing equipment.
3. Use of telephone access code not formally assigned to the employee unless express authorization is provided.

The only grievable or otherwise contestable issues under this provision is whether the offense cited in E.1, E.2, or E.3 above was, in fact, committed by the charged employee and whether, if committed, there are mitigating factors such that termination is too severe.

F. Failure of an employee to return to work following the exhaustion of his or her authorized leave(s) shall be deemed just cause for termination of employment, without the necessity of the employer to demonstrate that the employee intended to abandon his or her employment.

1. This paragraph shall not be deemed to prevent an employee from requesting an unpaid leave of absence as a reasonable accommodation under the Americans with Disabilities Act or the Law Against Discrimination, provided that the employee fully cooperates with the Department of Human Resources in providing such medical information as is necessary to make a determination as to whether the medical condition qualifies as a disabling condition under applicable law, and whether an unpaid leave is a reasonable accommodation to such condition.

2. Any application for an unpaid leave of absence shall be governed by the provisions of Article XIX (Extraordinary Leaves of Absence).

ARTICLE IX

GRIEVANCE PROCEDURE

A. Except as expressly restricted under Article VIII, Discipline and Discharge, above, any member of the negotiating unit, or the Union on behalf of 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 university administration.

C. Procedure for Handling Grievances

1. Informal Conference

A grievant shall first discuss his/her Grievance informally with his/her immediate supervisor. The grievant may, at his/her option, be accompanied by a Steward or other Union representative.

2. Step One

- a. Within fifteen (15) calendar days 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 the facts of the Grievance and the desired adjustment. Time which begins after the written Grievance is submitted may be mutually extended by the parties only in writing. The Union shall be notified by the Vice President of Human Resources, or his/her designee within the Department, 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 all subsequent Steps in the Grievance Procedure and to present the position of the Union.

The Vice President of Human Resources or his or her designee as

determined by the Vice President shall act as a Hearing Officer. Within ten (10) calendar days after designation by the Vice President of Human Resources, but no later than twenty (20) calendar days following receipt of the written Grievance, the Hearing Officer shall meet with the grievant and his/her Steward in an effort to resolve the Grievance. The Hearing Officer shall indicate his/her disposition of the Grievance to the grievant and to the Union, in writing, within ten (10) calendar days of said meeting. A copy of the disposition shall be forwarded to the Vice President of Human Resources if he or she elects not to hear the grievance directly.

3. Step Two

If the grievant remains unsatisfied after Step One and the alleged Grievance involves a specific violation of the written Agreement and the Union desires to institute arbitration proceedings, it must, within fourteen (14) calendar days of receipt of the Step One reply, give proper notice to the New Jersey Public Employment Relations Commission with a copy both to the Vice President of Human Resources and the General Counsel. Such arbitration proceedings shall be in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

- a. The decision of the Arbitrator shall not in any manner 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.
- b. 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.
- c. The Employer will give written notification to the Chief Steward of all Grievance meetings or hearings beginning with Step One for all employees in the bargaining unit. The Chief Steward shall also be sent copies of all Grievance answers.
- d. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing Steps of the Grievance Procedure. In the event it is necessary to require the attendance of other employees during regular working hours at the Step Two meeting, such employees shall not lose pay for such time.

ARTICLE X

SENIORITY

A. Recognition

1. New bargaining unit employees shall serve a probationary period of 120 calendar days during which they may be discharged without recourse of the Grievance Procedure. Effective the 121st 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 university service based. 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 work week 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. Employees who become members of the bargaining unit after serving in a temporary service capacity for at least a ten (10) consecutive month period, shall earn seniority service credit commencing with the date of bargaining unit recognition.
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 18 calendar months, Retirement or death. In any of such events, seniority status shall be terminated.
4. On July 1st of each year or upon request, the Department of Human Resources shall furnish the Union with a seniority list showing the continued service of each employee. 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. 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 the inverse order of the date of hire into the job classification.
- b. The Employer shall simultaneously provide the Union and the employee(s) concerned at least two (2) weeks notice of Layoff. The Union may request and have scheduled a meeting with the Vice President of Human Resources or his/her designee to discuss possible alternatives; however, the final discretion 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 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 any time. 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 Vice President of Human Resources and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.

- ii. Bumping is permitted upward, laterally or downward. 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 the five (5) least 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 qualifications review of the first to fifth least senior held positions in another classification. 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 not 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.
- iv. An employee exercising bumping privileges shall be limited to one (1) placement and no position shall be subjected to more than one (1) bumping during any period of Layoff. For example, should position X in Department A experience employee displacement due to contractually authorized bumping, position X is thereafter exempt from bumping eligibility for the duration of the defined

period of Layoff(s). For purposes of the remaining term of the controlling Collective Bargaining Agreement and this provision, there shall be two (2) defined periods of Layoff. The first period shall incorporate any and all Layoffs enacted from July 1, 2011 through June 30, 2013. The second period shall incorporate any and all Layoffs enacted from July 1, 2013 through June 30, 2015

- v. The members of the unit so laid off and thereafter electing to exercise their bumping rights must notify the university of said election within one (1) business day following formal notification of Layoff.
- vi. Salary Range and Step placement for an employee successfully exercising the contractually authorized bumping privilege shall be as follows:

(1) Bumping to Same Salary Range Position

No change.

(2) Bumping to Lower Range Position

The employee should be placed at the same or nearest higher Step on the new Salary Range from that Step occupied prior to Layoff, if available in the Range. If not available within the Range, then the employee shall be placed at the closest Step available within the Range.

(3) Bumping to Higher Range Position

The employees shall be placed at the same or nearest higher Step on the new Salary Range from that step occupied prior to Layoff.

- vii. For purposes of determination and implementation of university Layoff(s) and seniority and qualification driven bumping only, all formally recognized OPEIU Stewards shall be considered the most senior employees in the bargaining unit. Among and between said Stewards actual seniority ranking shall control if and when the election to

exercise superior seniority status amongst and between said Stewards is necessary.

- viii. The parties hereto commit to work together toward minimization of departmental, university and bargaining unit disruption caused by implementation of the contractually authorized Layoff and bumping scheme.

2. Recall

- a. The Recall period shall be for twelve (12) calendar months from the date of original Layoff.
- b. For the period of Recall, employees laid off from their positions shall be entitled to Recall, by seniority, 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, 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 twelve (12) month Recall potential, only those contractual benefits required by law.
- d. All employees on the Recall roster must be recalled to their former jobs, if reinstated, 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 posted mailing by both certified and regular mail of Recall or Recall review or by actual, personal or 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.

ARTICLE XI

JOB DESCRIPTIONS

The Employer shall provide to the Union job descriptions for all jobs in the bargaining unit.

ARTICLE XII

TRAINING

A. The Employer shall continue to offer training programs of proven worth which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. The Employer shall continue to provide training it deems necessary when new equipment, policies or procedures are introduced. Such offering may be regulated or limited by availability of funds or other factors.

B. When in-service or out-service training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the Employer; the potential of an employee to benefit by the training and to contribute either to the immediate operational program in which he/she is employed or other existing or potential Employer programs in which employee could be employed; and with due regard to the principle of fair opportunity for all eligible employees within the group as well as the economy and efficiency of the Employer's operations. The Chief Steward shall be notified of the programs that pertain to the bargaining unit employees. Training opportunities and enrollment will be reviewed by the Employer and the Union at least monthly or upon specific reasonable request in Labor/Management Committee meeting.

C. The Employer shall, to the extent possible, annually provide the following training opportunities to all members of the bargaining unit:

1. Sexual Harassment Training.

2. Family Leave Training.
3. Right to Know Training.
4. Computing Skills Training.
5. Other training deemed necessary and directly related to employment by the Training Committee.

Scheduling and provision thereof shall be on a systematic, noticed interval basis.

ARTICLE XIII

JOB POSTING/PROMOTION AND TRANSFER

A. Hiring Policy:

1. Whenever a permanent job opening within the negotiating unit occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on the Department of Human Resources bulletin board, located in the East Building, for five (5) working days except in those circumstances in which a Temporary Employee of the same category and classification is changed to a regular status.

The Employer will not close the job vacancy search until the opening has been posted internally for five (5) working days. If such permanent job opening occurs as a result of increased job duties and a reclassification of the employees presently on that job, or if, consistent with Equal Employment Opportunity guidelines, a position is filled through promotion within a departmental or office unit, such shall not be posted.

2. During this five (5) day period employees who wish to apply for the open position may do so. The application shall be submitted to the Department of Human Resources.

The Union representative, if he/she so requests, may inspect the listing in the Department of Human Resources of those who have applied for such vacancy.

3. The Employer is not restricted to filling the job opening from only those who apply and in filling such opening shall first consider the qualifications of the applicants and providing such qualifications are equal, he/she shall then consider the length of continuous service of the applicants.
4. Unless approved by the Vice President of Human Resources or his/her designee, upon application by a candidate for promotion, no bargaining unit member will be entitled to bid for and accept a new position within the bargaining unit for a period of one (1) year from date of hire into his/her current position.

B. Temporary Positions/Employees:

1. Temporary Positions are defined as job vacancies that may periodically develop in a bargaining unit job classification that either aren't intended at the outset to remain a permanent part of NJIT's position roster, or aren't intended to remain open as the incumbent who is absent from NJIT employment is expected to return.
2. Temporary Employees are defined as persons hired to fill Temporary Positions. Temporary Employees may be hired from outside the university or outside the bargaining unit, but from within the university. Employees assigned from within the bargaining unit to fill Temporary Positions are considered to be employed in an acting capacity as set out in Article XXXIII, Acting Capacity.
3. Temporary employment assignments shall be filled at the discretion of the employer, subject to the following:

If a Temporary assignment becomes a permanent position vacancy above Range 13, prior to hiring the Temporary Employee filling the position that will become permanent, the position shall be posted in accordance with A. "Hiring Policy", above.
4. If and when a Temporary Employee is made a regular employee without any break in service, such employee's seniority date shall be the date of hire as a permanent employee.
5. Temporary assignments may be considered as training assignments by which an employee may obtain experience which may enable him/her to qualify for future promotions.

C. A member of the bargaining unit who has served a probationary period of 120 calendar days and who accepts another position in the bargaining unit as a result of a lateral transfer or unsearched promotion shall not be discharged without just cause.

ARTICLE XIV

HOLIDAYS

A. The Employer shall provide to all members of the bargaining unit the following paid Holidays:

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day

5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas Day

B. In the event any one or more of the regular paid Holidays above listed falls on an employee's second consecutive regular day off (i.e. Sunday), the Holiday shall be observed on the first following workday (i.e. Monday). In the event any one or more of the regular paid Holidays, above listed, falls on an employee's first of two (2) consecutive regular days off (i.e. Saturday), the Holiday shall be observed on the immediately preceding regular workday.

C. The four (4) regular week days falling between the Christmas and New Year's Holidays shall be paid university Holidays provided to all members of the bargaining unit whose service and attendance is not essential to university operations during this period.

1. Those bargaining unit members whose attendance is required during all or part of said period shall be provided one Floating Holiday for each day of service to the university, up to the maximum four (4) days provided by this provision. Rules for use of Floating Holidays shall be governed by those applicable to Administrative Leave, as provided under Article XV, Administrative Leave, of this Agreement.
2. Prerequisite to required attendance during this period, shall be the provision of written notice to all affected bargaining unit members on or before December 1 of each year.

D. Floating Holidays

- a. In calendar year 2016, an OPEIU employee may choose two (2) of the following Holidays as paid Holidays: Columbus Day, Veteran's Day or Election Day.
- b. In calendar year 2017, an OPEIU employee may choose two (2) of the following Holidays as paid Holidays: President's Day, Columbus Day, Veteran's Day, Election Day, or one (1) day during Spring Break week.
- c. In calendar year 2018, an OPEIU employee will be given Christmas Eve as a paid Holiday, and may also choose one (1) of the following Holidays as a paid Holiday: President's Day, Columbus Day, Veteran's Day, Election Day, or one (1) day during Spring Break week.
- d. In calendar year 2019, an OPEIU employee will be given Christmas Eve as a paid Holiday, and may also choose one (1) of the following Holidays as a paid Holiday: President's Day, Columbus Day, Veteran's Day, Election Day, or one (1) day during Spring Break week.

All employee choices are subject to departmental coverage and in the event of a conflict, the rules of seniority shall govern.

E. The nine (9) named Holidays provided under provision A. herein, the other four (4) Holidays provided under provision C. herein, and the Floating Holidays provided under provision D. herein constitute the entire paid Holiday schedule provided by the university.

F. It is expressly intended and understood that there are no additional paid days available to members of the bargaining unit, except as expressly provided by other provisions of this Agreement.

ARTICLE XV

ADMINISTRATIVE LEAVE

A. Administrative Leave time is allocated as follows:

<u>Eligibility</u>	<u>Hours Earned</u>	<u>Which equates to</u>
Newly hired full time employees	3.5 hours (35 hour work week) or 4 hours (40 hour work week) for each full calendar month of employment to a maximum of 21 hours (35 hour work week) or 24 hours (40 hour work week) for the remainder of that fiscal year	One-Half (1/2) day for each full calendar month of employment to a maximum of three (3) days of Administrative Leave for the remainder of that fiscal year.
For full time employees thereafter	21 hours (35 hour work week) or 24 hours (40 hour work week), in a full fiscal year	Three (3) days of Administrative Leave in a full fiscal year
For part time employees	Pro-rata Administrative Leave based on the length of their work week.	

B. Requests for Administrative Leave must be submitted at least five work days in advance, except in the case of emergencies, and will not be arbitrarily denied. Such Leave may be used for religious observance or days of celebration, personal affairs, or emergencies. In general if the required notice has been provided, the employee need only state the need for leave specifying one of the categories above. However, if notice is not given within forty eight (48) work hours in advance of its intended use, the employer retains the right to question the basis for the requested leave to determine whether an emergency exists, and/or whether the leave request falls within the categories

stated. Where the basis for the leave is not given within the 48 period and involves a confidential personal matter, the employee may advise the supervisor that he or she wishes to share the information with the Human Resources Department. In such case the employee shall inform the supervisor that he or she wishes to do so, and shall simultaneous report the matter to the Department of Human Resources. The supervisor may follow up with the Department of Human Resources to confirm that the reason for the absence comes within the Administrative Leave provisions of the Agreement. Priority in granting such requests shall be: 1) emergencies, 2) religious observance or days of celebration, and 3) personal affairs. Seniority will govern if there is a conflict in scheduling within the work unit, except in the case of emergencies.

ARTICLE XVI

SICK LEAVE

A. Accrual

Eligibility	Hours Earned	Which equates to
Full Time New employees, commencing their third full month of employment	7 hours (35 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) or 10 hours (40 hour work week) per month	Fifteen (15) working days per fiscal year

B. 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 domestic partner or civil union partner (as defined and recognized by State law, respectively) is hospitalized due to pregnancy.
2. 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 XLIII, Emergency Closing Policy.

C. 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 upon request by the Employer must validate the reason for scheduled Leave by means of written proof that the scheduled purpose of the Sick Leave did occur.

2. **Unanticipated Leave:** For unit members who are not public safety officers, utilization of Sick Leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employee's supervisor to notify the Employer of unanticipated Sick Leave.

Public Safety Officers who call in sick for unanticipated illness must give a minimum of three (3) hours advance notification, prior to the commencement of the Officer's scheduled shift, to the Department of Public Safety in accordance with departmental procedures for leave request and approval. Failure of a Public Safety Officer to provide a minimum of three (3) hours advance notification, absent exceptional circumstances, shall be considered an offense subject to disciplinary action under Article VIII.

D. Validation

1. In accordance with State and Federal regulations, the Employer may preliminarily designate an employee who has been absent for three (3) or more consecutive days or who has exhausted his/her earned sick leave banks on Family Leave, pending medical certification. Family Leave may at the option of the Employer run concurrently with sick leave usage.
2. Long term absences for sick leave that exceed the sixty (60) days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every thirty (30) days.
3. Upon reasonable suspicion of abuse or patterned absenteeism, the Employer may require the employee to provide medical certification for single day or multiple day absences.
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 or injury enabling Sick Leave usage. An employee absent for unanticipated Sick Leave

for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling Sick Leave usage.

5. 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 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 and following fifteen (15) days usage in a fiscal year on account of said illness, provide additional recertification of the chronic illness.

E. Confidentiality of Records: All medical reports and diagnosis provided pursuant to this Article shall remain confidential within the Department of Human Resources subject to such disclosure as may be needed by the Office of General Counsel and university officials with a direct need to know.

F. Unused Sick Leave – Retirement

Subject to the provision of N.J.S.A. 11:14-9 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 XVII

FAMILY LEAVE

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.

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.

Family Leave runs concurrently with accumulated sick leave. Accumulated sick leave balances that exceed the 60 days of Family Leave may continue to be utilized thereafter upon submission of medical certification updates to be provided in intervals of not less than every 30 days.

Family 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.

ARTICLE XVIII

BEREAVEMENT LEAVE

A. Eligibility

Bereavement Leave under Section C below is available to employees in good standing, who have a minimum of one (1) year of seniority service credit and have no unpaid or unauthorized absences within one (1) full year immediately preceding the Bereavement Leave, except for such authorized Unpaid Leave taken pursuant to Article XVII, Family Leave, herein.

B. Term

The Bereavement Leave Program benefit commences July 1, 2015 and expires June 30, 2019.

C. Program Benefits

Up to seven (7) days of Paid Leave for purposes of Bereavement, as defined below, may be taken once during the term of the Program. No more than three (3) days may be taken in any one (1) fiscal year. This Paid Leave shall not be chargeable to any other Paid Leave accrued.

D. Program Regulation

1. Bereavement Leave may be used to grieve and/or attend to the death and funeral of an eligible employee's immediate family, defined for purposes of this provision only as father, mother, spouse, domestic partner or civil union partner (as defined and recognized by State law, respectively) children (natural or legally recognized) and brother or sister.
2. Bereavement Leave may be combined with the benefit under Section E below, **Additional Benefit – Use of Sick Time**, only upon application to the Vice President of Human Resources, or his/her designee and then only where the employee's Sick Leave utilization separate from Family Leave utilization, is less than ten (10) days in the past year. The determination of the Vice President of Human Resources or his/her designee is final and not subject to Grievance Procedure.
3. Written validation of the need for Bereavement Leave must be provided at the request of the employer. Invalid utilization of this benefit is a disciplinable offense up to and including termination.

E. Additional Benefit – Use of Sick Time

1. Where Bereavement leave as described above in paragraphs A through D is not available, accumulated Sick Leave may be used to grieve the death and/or to attend the funeral of the employee's immediate family: father, mother, spouse, domestic partner or civil union partner (as defined and recognized by State law, respectively) child, foster child, sister, brother, grandchild, grandparent, mother in law, father in law, step parent and step children of the employee and relatives of the employees residing in the same household as the employee. Leave utilized for Bereavement under this provision shall be limited to two (2) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human Resources or his/her designee, which shall not be unreasonably denied.
2. Sick Leave taken for purposes of Bereavement shall not be counted for purposes of either the five (5) or ten (10) day validation requirement set forth in the **Sick Leave** provision, Article XVI D 4 above. However, Bereavement utilization of Sick Leave must, upon request, be validated through independent written documentation whether

anticipated or unanticipated

ARTICLE XIX

EXTRAORDINARY LEAVE OF ABSENCE

A. Eligibility

1. Any employee, not entitled to, or after having exhausted, the other Leave benefits provided by this Agreement but desiring to remain employed by NJIT may apply for an Extraordinary Leave of Absence.
2. In reviewing requests for Extraordinary Leave of Absence, the Employer will ensure that Article XVII, Family Leave, is fully complied with as prerequisite to its discretionary determination as to whether to grant a request and the parameters on such grant when given. There shall be no benefits bank accrual during any Unpaid Leave, nor shall there be any monetary contribution by the Employer on behalf of such employee except as may be mandated by law, or as otherwise expressly provided for by this Agreement.

B. Procedure

1. Any and all requests for Leave 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 Vice President of the employing division with a copy to the employee's immediate supervisor and the Department of Human Resources, except in such cases where the specific statement of need recites a medical or other legally confidential basis, in which case the full application shall be submitted to the Department of Human Resources with notice to the immediate supervisor and the division Vice President that a request has been made for the duration stated on the application.
2. Approval or denial and any and all conditions on approval of the requested Leave shall, be provided by the Employer prior to any authorization for absence. Reason for denial of Unpaid Leave shall be provided with a denial of Leave by the Employer. Approval of the leave may only be granted by the division Vice President who must consult with Human Resources prior to any authorization to ensure policy consistency. Absence, of any duration, from employment, without authorized leave, constitutes job abandonment and therefore, immediate termination is affected.
3. 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.

C. Reinstatement

Conditions and parameters on reinstatement if and when enabled by the Employer shall be as determined by the Employer, at the outset of the Leave and noticed to the employee.

ARTICLE XX

MILITARY LEAVE

A. In accordance with State and/or Federal regulations, NJIT shall grant an employee who is a member of the U.S. military reserves a leave of absence for up to thirty (30) days in any calendar year without loss of pay or benefits. NJIT shall grant an employee who is a member of the State militia a leave of absence for up to ninety (90) days in any calendar year without loss of pay or benefits. Should the employee be called to active duty for a national or state emergency or foreign conflict which exceeds the thirty (30) or ninety (90) days, NJIT shall grant a leave of absence up to one year without loss of benefits and shall pay the employee the difference between their applicable salary and their military pay provided the employee provides proof of military service and salary.

B. These Military Leaves of Absence shall be in addition to vacation, personal, and sick leave and shall not reduce the employee's accumulated leave banks. Furthermore, for the periods of Military Leaves of Absence in paragraph 1 above, the employee shall be eligible to accrue vacation, personal leave and sick leave.

C. An employee eligible for Military Leave of Absence shall not suffer any loss of seniority.

D. NJIT, at its sole discretion, may extend the period of Military Leaves of Absence, with or without pay, if the employee is required to serve in active duty for a national or state emergency or foreign conflict beyond the one-year period.

E. To the extent 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 XXI

COURT REQUIRED SERVICE

A. Jury Duty

In the event an employee is scheduled for Jury Duty, the employee shall receive full pay for such term of service which he/she is required to serve. The time off shall not be counted as Administrative, Sick or Vacation Leave. It is the responsibility of the employee to report for work on the day he/she is excused from Jury Duty.

B. 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.

C. 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 work day, 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.

ARTICLE XXII

INSURED PROGRAMS

A. Workers Compensation

Workers Compensation policy and procedure, including but not limited to payment(s), reporting procedures and medical validation and prescription, shall be limited to and governed by that mandated by law.

B. 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 XXIII

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:
Up to but less than one (1) full fiscal year	7 hours (35 hour work week) or 8 hours (40 hour work week) per month	1 work day per month
Beginning the second nd (2 nd) full fiscal year through ten (10) full fiscal years	105 hours (35 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 th (11 th) full fiscal year through twenty-four (24) full fiscal years	140 hours (35 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
Beginning the twenty-fifth th (25 th) full fiscal year	175 hours (35 hour work week) or 200 hours (40 hour work week) per year, available at the beginning of each fiscal year	25 work days per year, available at the beginning of each fiscal 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 in accordance with the following procedure:
 - a. Before any member of a department may schedule his/her vacation, senior bargaining unit members, within the same department, shall be afforded a right of first refusal for the time period requested by a junior bargaining unit member.
 - b. A senior bargaining unit member may withhold his/her decision with respect to a given vacation request of a junior bargaining unit member that is more than six (6) months prior to the first day of requested vacation leave until six (6) months prior to the first day of said leave.
 - c. A senior bargaining unit member may not exercise the right of first refusal, with respect to the same junior bargaining unit member more than once in each of the four (4) years of this Agreement.

C. Vacation Carryover: Up to ten (10) days (70 hours for a 35 hour work week or 80 hours for a 40 hour work week) of unused vacation allotment, remaining on June 30th of each fiscal year may be carried over for use in the ensuing year.

For employees with 25 or more years of service, up to fifteen (15) days (105 hours for a 35 hour work week or 120 hours for a 40 hour work week) of unused vacation allotment, remaining on June 30th of each fiscal year, may be carried over for use in the ensuing year.

D. Use of Vacation Prior to Separation:

No payout of vacation will be available for any bargaining unit member except that any bargaining unit member who separates from employment as a result of a layoff, pursuant to Article X (B), will receive up to fifteen (15) days of pay for unused vacation allotment. In the event a bargaining unit member gives written notice of resignation or retirement not less than two (2) weeks prior to the planned date of separation, they shall be permitted to utilize up to ten (10) days (70 hours for 35 hour work week or 80 hours for a 40 hour work week) of accumulated but unused vacation time at any time prior to the date of separation. For example if employee X has 10 vacation days (2 weeks), employee X must give at least 20 days (4 weeks) notice of resignation or retirement in order to utilize unused vacation.

E. Vacation periods shall not include more than fifteen (15) consecutive workdays at any one time.

F. If a paid Holiday, as set out under Article XIV, Holidays, herein occurs during the regular workweek in which Vacation is taken by the employee, the employee shall have the option of preserving a banked vacation day or extending the scheduled vacation one additional workday.

ARTICLE XXIV

LEAVE FOR UNION ACTIVITY

A. 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 shall not exceed a total of fifteen (15) days available annually during the term of this Agreement. A maximum of five (5) unused days may be carried over from year to year. The right of the carryover expires with the term of this Agreement.

B. The Union shall request, in writing, approval from the designee of the Vice President 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.

C. The University under specified conditions will provide non-probationary employees designated by the Union to act as a full-time paid Union employee the option to take an unpaid leave of absence without pay or benefits, but without loss of seniority for Union business, subject to the following conditions:

1. Not more than two clerical and one technical employee shall be granted a leave of absence at any given time.
2. During the leave of absence period, the employee shall not engage in any activities for the purpose of organizing unrepresented University employees.
3. The leave of absence for Union business for any employee shall not exceed one year.
4. During the leave of absence, the employee shall not accrue any university service credit for any benefit purpose.

D. A request for a leave of absence to take full-time employment with the Union or for any other Union activity will be submitted by the Union directly to the Vice President of Human Resources or his designee for consideration. The request will be granted whenever practicable unless operations in the bargaining unit member's department

would be adversely affected by the absence.

E. Bargaining unit members who have been granted a leave of absence may, upon the expiration of their leave of absence, voluntarily resign with the understanding that upon their application for reinstatement at any time within eighteen (18) months of resignation, they will be re-hired in their old position or a position of like pay and status, subject to budgetary and vacancy restrictions, and will retain all rights and benefits as provided for under this Agreement.

ARTICLE XXV

ACCESS TO PERSONNEL FILES

An employee shall, upon request and with reasonable notice to the Department of Human Resources, have an opportunity to review his/her Personnel File in the presence of an appropriate official of the department. Such examination shall not require a loss of paid time. The Employer shall honor the request of such employee for copies of official documents in his/her file. If requested by the employee, a union representative may accompany the employee.

ARTICLE XXVI

REST PERIODS

A. All employees' work schedules shall provide for a fifteen (15) minute Rest Period during each one half (½) shift. The Rest Period shall normally be scheduled near the middle of each one half (½) shift; however, such can be varied if necessary.

B. Employees, who are required to continue work on an Overtime basis with the anticipation that such Overtime work shall include one half (½) or more of the new shift, shall receive a fifteen (15) minute Rest Period before they begin work on such next shift.

C. In the event the Employer should provide a reduced workday or workweek during any period of the year, there shall be no afternoon Rest Period.

D. All employees are entitled to either a one half (½) hour or one (1) hour unpaid lunch break for each full day or shift worked.

E. Certain Security and Dispatch employees are required to be "on call" during their lunch breaks and are therefore paid for their lunch break. Public Safety Officers (PSOs) shall be reimbursed for one (1) meal allowance amount not to exceed eleven dollars (\$11.00) for Fiscal Years 2016, 2017, 2018 and 2019 where the PSO is required to work for three (3) or more hours beyond his/her regular shift provided the department has not provided a meal to the PSO. Meals eligible for reimbursement shall be ordered from NJIT dining facilities and eaten on campus where NJIT dining facilities are available.

ARTICLE XXVII

SAFETY COMMITTEE

A bargaining unit member, designated by the Union, shall participate as a regular member of the university Safety Committee.

ARTICLE XXVIII

TUITION AND FEE REMISSION POLICY

A. Tuition Remission Policy

All employees, and where applicable their dependents, 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.

B. Fee Remission

1. Fees, including the Employer's facilities 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, including compliance with the policy terms and conditions for waiver.
2. Fees, including 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:
 - a. 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.
 - b. 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.
 - c. There shall be no fee waiver for courses taken during summer term.

3. This Fee Remission Program is subject to all Employer sponsored fee program parameters otherwise affected by the Employer.

ARTICLE XXIX

PARKING

A. Program and Fees

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:

1. 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.
2. 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.
 - 3 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 XXX

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 operators, 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 employee 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 by 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 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 the current plan.
2. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
3. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
4. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

ARTICLE XXXI

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 are subject to revision and determination by the Federal Internal Revenue Service (IRS). For the period January 1, 2013 through December 31, 2013 the maximum amount of deferrable income is Seventeen Thousand Five Hundred dollars (\$17,500) for all employees less than 50 years of age and Twenty Three Thousand dollars (\$23,000) for those employees 50 years of age or older.

ARTICLE XXXII

HOURS OF WORK

A. All full-time employees shall be scheduled to work a regular shift as determined by the Employer which work shifts shall have starting and quitting times. An employee whose shift is scheduled to be changed shall be given adequate advance notice which normally will be at least one (1) week and shall not be less than forty-eight (48) hours except in the case of an emergency. Should such advance notice not be given, an affected employee shall not be deprived of the opportunity to work the regular scheduled number of hours in his/her workweek. The employee's convenience shall be considered.

Members of the bargaining unit who, without prior notice to the contrary, report for their regularly scheduled work shift on any given day only to be relieved of shift assignment or receive adjustment in shift assignment prior to the end of their shift, shall receive, at minimum, the greater of regular compensation for work performed or four (4) hours pay at the regular rate of the position in question. Part-time employees are assigned workweeks less than the standard workweek.

B. Flex-time

1) The workweek shall consist of five (5) consecutive work days unless an official Flex-Time workweek is submitted to and approved by the supervising Vice President and the Department of Human Resources following review, registration and discussion as appropriate, as to time reporting protocol(s). A Flex-time reporting structure may only be initiated by NJIT and must contain the following minimum parameters:

- a. The schedule accommodates NJIT's business interest in providing greater service to its constituencies.
- b. There will be no reduction in the number of hours worked in the workweek.

- c. The workweek will consist of at least four (4) days.
- d. Overtime payments will only be due and owing in accordance with “Fair Labor Standards Act” legal requirements.
- e. Where a choice of flex hours is available for two (2) or more employees in the same bargaining unit position, the most senior member of the unit will be given the right of first refusal on flex schedule, if, and only if, that employee is in good standing.
- f. An employee in good standing shall be defined for purposes of this provision only, as an employee without any formal written disciplinary record as maintained in the employee’s official Personnel File located in the Department of Human Resources.

2) Non- Supervised Hours

- a. If a supervisor believes that a flex shift is in the best interest of the University, and
- b. The area Vice President authorizes the flex schedule, and
- c. The supervisor submits a plan for approval by and on file with HR regarding how hours are to be tracked for purposes of FLSA, then an employee may work a flex schedule that includes non-supervised work hours for not more than a fiscal year.

C. The regular hours of work each day shall be consecutive except for an unpaid lunch period of either one-half (½) or one (1) hour.

D. Overtime

Subject to provision B. above, time and one-half (½) the employee’s regular hour 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 any regularly scheduled, and worked shift.
2. All work performed in excess of any regularly scheduled workweek in which any employee worked or received paid excuse there from.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work required by the Employer to be performed on an employee’s regular sixth (6th) day.

If Overtime work is available, it shall be distributed first to the persons doing such work

normally. If there is Overtime work that is normally performed by more than one person in the same job classification and there is only enough Overtime for one employee, the most senior employee shall have the right of first refusal on such time. The next such Overtime opportunity will go to the next most senior employee in the classification normally doing the work. 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.

The distribution of Overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the appropriate supervisor and the Vice President of Human Resources or his/her designee.

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. For Public Safety Officers only, where overtime is mandated in reverse seniority order, nothing shall prevent the assigned employee from securing another Officer to serve in his/her stead with the approval of the supervisor, which shall not be unreasonably denied. However in such case it is understood that the other provisions of this article referencing the rotation of overtime are inapplicable and do not apply. If a Public Safety Officer employee volunteers for a shift and actually works at least 8 (eight) hours, that employee's name will be moved to the bottom of the mandatory overtime list.

E. The provisions of this Article do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the Employer in keeping with existing regulations and procedures.

F. The Employer shall continue, for the term of this Agreement, a summer hours schedule heretofore provided. The schedule shall operate from the first Monday of June through the third Friday of August. General hours of operation shall be reduced up to 30 hours for a regular 35 hour work week. The Employer agrees to meet and discuss with the Union the hours and days of operation prior to May 15th of each year. Should the workload require any workday to start at its regular shift time and/or continue up to its regular end of shift, those periods of time will not be considered Overtime. This provision does not apply to Security or Dispatch personnel unless otherwise agreed to in writing. Efficacy of NJIT operations shall be considered first priority.

ARTICLE XXXIII

ACTING CAPACITY

A. When the Employer appoints, by written notice, an employee to temporarily work in a higher title, in an acting capacity, for five (5) or more shifts within the same pay period, the employee will be paid retroactively, a salary differential increase of 3% for all shifts that he or she worked in the temporary assignment in that pay period. For all shifts that the employee worked in his or her permanent

position within that same pay period, he or she shall receive his or her regular rate of pay.

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

ARTICLE XXXIV

SALARY PROGRAM AND COMPENSATION

A. Salary

It is agreed that during the term of this Agreement: July 1, 2015 through June 30, 2019, the following salary improvements shall be provided to eligible employees in the bargaining unit in keeping with applicable policies and practices and the conditions set forth herein:

1. Subject to the State Legislature enacting appropriations for these specific purposes, the Employer agrees to provide the following benefits, effective at the time stated herein:
2. For all four (4) years of the Agreement salary increases shall be determined by the method set forth herein.
 - a. The former salary matrix with step increments is eliminated. Minimums and maximums for each range are set forth in Exhibit A.
 - b. The salary increase for each year shall be calculated as follows:
 - i. **Fiscal Year 2016 – Year 1** –
 - a. There shall be an across the board salary increase of .5%, effective in the first full pay period of Fiscal Year 2016 (July 2015), for all unit employees on active payroll;
 - ii. **Fiscal Years 2017, 2018 and 2019 – (Years 2, 3 and 4)** –
 - a. There shall be an across the board salary increase of .5%, effective in the first full pay period of each fiscal year (2017, 2018 and 2019) for all unit employees on active payroll;

B. Salary Program Administration

The parties acknowledge the existence and continuation, during the term of this

Agreement, of the new Compensation Plan which incorporates, in particular, but without specific limitation, the following basic concepts:

1. A system of position classification with appropriate position descriptions.
2. Regulations governing the administration of the plan, including an employee performance evaluation.
3. The authority, method and procedures to effect modification as such is required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

C. Merit Compensation Program

In each of the years of this Agreement, there shall be a Merit Compensation Program available to all employees in the bargaining unit with at least one (1) year of service as of July 1st of the year of award.

The Program shall be administered, as follows:

i. **Fiscal Year 2016 – Year 1** –

A. Effective the first full pay in January 2016, all unit employees who are eligible for an increase and in active employment as of the date that the merit is paid, shall share in a 2% merit pool* retroactive only to the first full pay of January 2016, the distribution of which is as set out below.

ii. **Fiscal Years 2017, 2018 and 2019 – (Years 2, 3 and 4)** –

A. Effective the first full pay in each fiscal year (2017, 2018, 2019), all employees who are eligible for an increase and in active employment as of the date that the merit is paid, shall share in a 1.5% merit pool*, the distribution of which is set out below.

iii. Eligibility: Employees in their first fiscal year of employment in the bargaining unit shall not receive the increase as set out above.

iv. *The merit pool shall consist of monies equivalent to the appropriate percentage of the base composite salary of the bargaining unit as of June 1st of the year prior to the year of award. The merit pool shall exclude salaries of employees separated from employment as of June

30 of the year prior to the year of the award. Additionally, any employee who is awarded a merit increase which would place his or her salary above the maximum in his or her salary range, will receive a base increase up to, but not exceeding, the maximum salary in his or her range, and the remainder of the merit award shall be paid as cash, and not to base.

- b. Merit Pool Distribution** – The administration of the Employee Performance Evaluation Program will remain the same, but the merit pool will be distributed as follows:
- i. The employees receiving a rating of Exceeds Requirements (ER) shall get twice the merit amount as those receiving a rating of Mastery of Standards, (MS), and three times the merit amount as those receiving a rating of Meets Requirements (MR).
 - ii. Employees rated as Falls Short (FS) shall receive no merit increase.
 - iii. The ER group will be limited so as not to exceed 33.3% of total eligible staff. Similarly, the FS group may not exceed 10% of the eligible staff.

8. Merit Appeal System.

- a. A member of the bargaining unit denied merit award inconsistent with performance shall, with the formal support of the Union, have a limited right to appeal the denial of award to the Merit Appeal Committee (The Committee). The Committee shall consist of the following representatives:
 - i. University General Counsel (ex officio).
 - ii. Two representatives selected by OPEIU.
 - iii. Two representatives selected by NJIT.

In the case of deadlock, The Committee will select a 5th member of the university community, by consensus, to break the deadlock. If a mutual selection cannot be made, the parties will utilize the New Jersey Public Employment Relations Commission (PERC) procedures for selecting an arbitrator who will hear the appeals and break all deadlocks. The 5th member of The Committee will review the record and will not hear appeals anew.

- b. The Committee will hear appeals and render its decision on a majority basis within thirty (30) days of hearing. The employee

appealing must prove with credible evidence, that the decision not to award merit to the employee, was both inconsistent with noticed performance expectations, performance demonstration and policy guidelines as set out, and in accordance with Article XXXIX, Employee Performance Evaluation. The appeal must be in writing and state, with particularity, the evidence of improper action that proves a denial of merit was improper. The Committee will review the submission, determine if there exists a credible claim entitling an appellant to a hearing and notify the appellant of its decision as to whether a hearing will be provided or a decision rendered on the written claim. Where possible, hearings will be avoided and the decision will be based upon the written record.

- c. No more than ten (10) appeals may be advanced by the Union during any one awarding period (1 year) under this Agreement.
- d. An appeal must be filed by the Union on behalf of the employee within two (2) weeks of notice of award. All appeals are to be registered with NJIT's Department of Human Resources. All appeals will be heard together and within thirty (30) days of the end of the filing period.
- e. An employee who loses two (2) consecutive appeals will be barred from appealing for the ensuing year of merit awarding.
- f. A successful appellant's award shall be deducted from the ensuing merit pool.
- g. A merit Program Review Committee shall be established to review and make recommendations for improvements to the Program. The Merit Program Review Committee shall consist of the Vice President of Human Resources and/or his/her designee, the OPEIU Chief Steward, one (1) member of the bargaining unit selected by NJIT and one (1) member of NJIT's supervisory management structure selected by OPEIU.

D. Shift Bonus Program

Only during the term of this Agreement, as restricted by the following parameters, a cash bonus Shift Program shall be affected for eligible employees in the bargaining unit:

1. For each year of this Agreement, any bargaining unit member who actually works a third shift, for a minimum of 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$250. A third shift shall be defined, for purposes of this provision only, as one that starts after 10:00 p.m.
2. For each year of this Agreement, any bargaining unit member who actually works

a third shift, for a minimum of 98 full shifts but less than 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$150. A third shift shall be defined, for purposes of this provision only, as one that starts after 10:00 p.m.

3. Library staff who regularly work a shift that ends after 11:00 p.m., shall be entitled to a one-time \$250 cash bonus at the end of each fiscal year, paid in August.

4. Shift Bonus eligibility is conditioned upon actually working the prescribed shift as set out above. Excused, paid or unpaid absence from a third shift does not count toward Shift Bonus qualification. Further, an extended workday into a third shift, from any other shift, and for which Overtime compensation is paid pursuant to Agreement, does not count toward Shift Bonus qualification.

ARTICLE XXXV

UNIFORMS PROGRAM

A. Program Policy

During the term of this Agreement, commencing July 1, 2011, full-time security and dispatch personnel employed in positions formally recognized by the Union and subject to its exclusive jurisdiction, shall participate in the following Uniform Program:

1. Each new officer/guard/dispatcher shall purchase his/her complete Employer required uniform upon employment. Upon successful completion of six (6) months of service to the Employer, as a member of the bargaining unit, each such officer/guard/dispatcher shall be reimbursed the entire cost of initial uniform issue.
2. Each officer/guard/dispatcher shall report to duty with the Employer in Employer designated, standard uniform in good condition.
3. The Employer shall determine the acceptable state of each Program participant's uniform and may direct the repair, maintenance or replacement of any participant's uniform. The Employer shall not unreasonably implement this discretion.
4. All cost of repair, expenses to maintain and replacement costs rest with each Program participant.

B. Uniform Allowance

NJIT shall provide the following scheduled annual uniform allowance to eligible employees for the maintenance, repair, and replacement of Uniforms:

July 1, 2016 – June 30, 2017: \$1425.00
July 1, 2017 – June 30, 2018: \$1450.00
July 1, 2018 – June 30, 2019: \$1475.00

The uniform allowance shall be paid as follows:

1. Security/Dispatch personnel with at least six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (½) of the allowance in the first full pay period of July and the remainder of the first full pay period of January or the same fiscal year.
2. Security/Dispatch personnel with less than six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (½) of the allowance, further prorated as appropriate to the nearest month of service, payable in the first full pay period of the next January of the same fiscal year and one-half (½) of the allowance, prorated as appropriate to the nearest month of service, payable in the first full pay period of July, in the ensuing fiscal year.
3. The allowance is interchangeable and usable for purchase, maintenance, repair and/or replacement, as needed, on an individual basis.
4. Payment Conditions: A condition precedent to eligibility for uniform allowance shall be active or approved, inactive employment status at the time of scheduled payment.

ARTICLE XXXVI

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 XXXVII

POSITION CLASSIFICATION REVIEW COMMITTEE

A. A committee “The Committee” shall be established to study the existing position classification review system and to make recommendations concerning its operation to NJIT.

B. The Committee shall consist of three (3) members – one (1) appointed by the Union, one (1) appointed by the Employer, and the third appointed by the two. The members shall be agreed upon mutually by the Employer and the Union.

C. The Committee shall be called within thirty (30) days of the signing of this Agreement between NJIT and Local 32, OPEIU, to review the NJIT Reclassification Policy and Procedure as applicable to members of the bargaining unit.

D. The Committee shall meet as frequently as the members deem it necessary. Members of the bargaining unit shall not lose pay for time spent during regular work hours at these meetings.

E. The recommendations of The Committee shall be submitted in writing to the Employer with a copy to Local 32, OPEIU. The recommendations of The Committee will be given deliberate and serious consideration prior to implementation of any amendment to the position classification review system.

F. All Committee members shall be provided with all available information and material usually associated with or utilized in the position classification review system.

ARTICLE XXXVIII

EMPLOYEE PERFORMANCE EVALUATION

A. Policy

Successful employee performance is crucial to the accomplishment of departmental objectives and achievement of the university's mission as a public research university. In furtherance of a consistent methodology by which employee performance is measured, the Employer and Union agree to incorporate into this Agreement, by reference, the NJIT Performance Management Policy and Procedure (The Program).

B. Program

1. The Program consists of setting goals and objectives and reviewing attention to and attainment of these goals and objectives as well as identification and demonstration of job specific competencies that are determined to be necessary for successful performance in the position entrusted to each employee.
2. The Program expects continual monitoring of performance and demands at least annual evaluation of attention to and attainment of job specific goals and objectives as well as the successful demonstration of identified competencies of the position.
3. Both goals and objectives and job specific competencies will be shared and discussed with each employee periodically as performance is evaluated over the course of an annual period. All opportunities, goals and objectives not already stated in an employee's position description or previously communicated to the employee that will be evaluated as a measure of merit compensation, must be communicated in writing to the employee within the first three (3) months of the annual performance

period.

4. Employees will be provided with a copy of each evaluative measure that is committed to writing by Employer and will be notified of all such evaluative measures that will be immediately or ultimately placed in an employee's official Personnel File. All such evaluative writings shall require a signature of the evaluated employee prior to placement in an employee's Personnel File. The employee's signature shall verify that he/she has seen and reviewed the evaluation. It does not necessarily denote agreement or concurrence with the evaluative writing.
5. Ratings as to goals and objectives accomplishment and performance characteristics shall be denoted as either "ER" (consistently exceeds established requirements and expectations), "MS" (consistently demonstrates mastery of the position's established requirements and responsibilities as well as showing an inexhaustible learning curve and initiative within the position's parameters), "MR" (consistently meets and/or frequently exceeds all established requirements and reasonable expectations), "MR-" (minimally meets most of the established requirements on a consistent basis), or "FS" (falls short, on balance, of established requirements). Ratings of "ER", "MS", "MR" or "FS" must be elaborated upon by the Employer in writing. Rating of MR- should also be elaborated upon, consistent with the compensation methodology herein set out. A written format for the evaluation shall be available from the Department of Human Resources.
6. The evaluation(s) shall be reviewed by the evaluator's supervisor for concurrence, comment or rejection. An approved evaluation, along with recertified match of competencies to position, shall serve as guiding factors in setting applicable goals and objectives for the ensuing performance period. A rejection shall be accompanied with rationale and shall be considered in evaluating the performance management of the evaluator. A rejected evaluation shall either be reformed by the evaluator and resubmitted for approval or provided to the employee by the evaluator's supervisor who reformed the evaluation.
7. Compensation: The approved evaluation shall serve as the dominant guide in determination of annual performance based compensation adjustment, as set out in Article XXXIV, Salary Program Compensation. The direct relationship of performance to enhanced compensation shall be in accordance with the following guide:

COMPENSATION GUIDE

PERFORMANCE	MERIT AWARD
Exceeds Requirements (ER)	Merit award is Twice that of MS and three times that of MR
Mastery of Standards (MS)	(part of the above calculation)

Meets Requirements Above Minimum Level (MR)	(part of the above calculation)
Meets Requirements at Minimum Level (MR-) or Falls Short of Standards (FS)	No Adjustment

a. Definition of Performance Standards: Performance standards are expressed in position description, individualized performance program documents or both from time to time and as expressly published, consistent with the NJIT/OPEIU performance program, standards will be amended. Thereafter, merit program awards shall be determined in accordance with the following definitions:

i. Exceeds Requirements (ER): The employee consistently performs at a level and with a performance character that surpasses that expected and charted for the job. The highest awards are reserved for those who continue to perform at a level which surpasses charted performance expectations despite aggressive and newly introduced challenges to performance mastery. Consistent with the performance management program outlined in this Article, performance characteristics such as initiative, customer focus and achievement orientation are crucial to meeting demanding standards and are afforded significant weight in evaluation and performance pay. This rating is beyond that which defines the excellent employee and is not expected as a measure of success of an employee.

ii. Mastery of Standards (MS): The excellent employee in all regards best defines this rating. This employee demonstrates an inexhaustible learning curve and an ability to mobilize that learned into the practice of positional responsibilities serving as the prototype for maximum achievement within the position's responsibilities. This employee's performance character and associated attributes, such as commitment, initiative, longevity, respect, integrity, timeliness, customer focus and exemplary teaming skills must be uncompromised and serve as a position's prototype performance.

iii. Meets Requirements Above and/or Frequently Exceeds Minimum Level (MR): Performance which consistently meets and or frequently exceeds the position requirements. Demonstrates a commitment to the position's responsibilities while meeting essential expectations in all regards.

iv. Meets Requirements at Minimum Level (MR-) or Falls Short of Standards (FS): While good employees and potentially good employees may, from time to time or relative to certain performance issues, not meet minimum levels of consistently acceptable performance, performance at this level is not deserving of merit award under any circumstances. This does not mean that an employee who may fall short in certain aspects of performance has not met overall standards of the position, but it will hinder the overall performance and may serve to either disqualify an employee from merit award or to place that employee at a performance threshold where there are insufficient funds to make an award.

b. Whether awarded on the Department(s) or Division(s) basis as determined by the appropriate Executive, within the Department(s) or Division(s), those rated ER will be awarded twice that of those rated MS, and three times those rated MR. Awards are within the Program year's pool only. The number of MS ratings per Vice President's area will be limited to 33.3% of the OPEIU members in that area.

ii. All awards, except those awarded following a successful appeal, shall be determined and paid within ninety (90) days following the end of the applicable fiscal year of the Program unless there are over five (5) appeals advanced by the Union, in which case, the awarding will be delayed until the appeals are determined and a redistribution will be accordingly made from the original program pool. If less than 5 appeals, merit distribution may proceed, and appeal awards will be deducted from the next year's Program pool.

Once pooled merit funds are expended, the Employer's obligations hereunder are complete. As noted above, and except in the case of appeals as noted, awards are within the Program year's pool only

8. Formal annual evaluation shall be completed and submitted for performance based compensation consideration no earlier than June 1 and no later than June 15th before the end of each fiscal year of the program.

ARTICLE XXXIX

LEGISLATIVE ACTION

A. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

B. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

ARTICLE XL

SAVINGS CLAUSE

A. If any provision of this Agreement shall conflict with any Federal or State law or rules or regulations of a State regulatory body, or have the effect of eliminating or making the State and/or the university ineligible for Federal and/or State funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

B. Upon request of either party the Employer and the Union, agree to meet and renegotiate any provision so affected.

ARTICLE XLI

MAINTENANCE OF STANDARDS

A. Effects of Agreement

Any and all existing benefits, practices and general working conditions uniformly affecting all employees in the bargaining unit in effect on the date of this Agreement shall remain in effect to the extent that they are not modified by this Agreement. Any policies which have the effect of work rules covering the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the Employer will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, provided the matter is within the scope of issues which are mandatorily negotiable under the Employer Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

B. Complete Agreement

The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

ARTICLE XLII

EMERGENCY CLOSING POLICY

A. 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. A declaration that there is a state of emergency by the Governor of the State of New Jersey does not officially close university operations nor does it reduce the expectation that those herein deemed essential services personnel will report to active employment.

B. 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.

C. 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.

D. When an Emergency Closing is regional to a building area, or part thereof and the university provides 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.

E. As a general rule, 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 circumstance 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.

F. 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. This pro-ration of leave time will not occur if the leave is requested on the date of the emergency closing. In this event, if the leave is otherwise authorized, the full day will be charged.

G. 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 day accrual or Vacation accrual to account for the absence.

H. In the event of a non-reporting, due to inclement weather or other real impediment making it virtually impossible to report, personnel will be charged accrued time on an hour-for-hour exchange of absence and paid accrual.

ARTICLE XLIII

MISCELLANEOUS

A. Full-time employees appointed on a regular ten (10) month basis generally receive benefits on a pro rata basis.

B. All references to employees in this Agreement designate both sexes, and whenever one gender is used it shall be construed to include both male and female employees.

ARTICLE XLIV

DRUG SCREENING

A. Introduction

New Jersey Institute of Technology's Public Safety Department has a legal responsibility and managerial obligation to maintain a safe work environment for its officers, and employees, as well as a duty to protect the community that it is sworn to serve. The professional responsibilities and the integrity of any law enforcement agency demands that its Public Safety Officers refrain, without excuse or exception, from the use and

possession of illegal or medically unauthorized controlled dangerous substances (herein “drugs”). No person can function well while abusing drugs according to the New Jersey Department of Law and Public Safety Division of Criminal Justice. There is conclusive proof that the use and/or abuse of many types of drugs can and does produce negative effects on an individual’s health. Public Safety Officers, being in positions of public trust and acting to promote the enforcement of the law, may not themselves operate outside of the law, whether on or off duty. Additionally, the possession and use of drugs in itself is a crime in this jurisdiction, and grounds for arrest, prosecution, incarceration and employment dismissal. A condition of employment must and shall be a Public Safety Officer who is free from drug possession, use and/or dependence. It is, therefore, the policy of NJIT’s Public Safety Department that no Public Safety Officer shall possess or use any drugs, whether on or off duty, unless the drug has been legally prescribed for the Public Safety Officer by a physician licensed to practice medicine and issued in the manner prescribed.

B. Purpose

The purpose of this Policy is to protect the integrity, credibility and effectiveness of NJIT’s Public Safety Department; to preserve the public trust earned by its Public Safety Officers; and to ensure a drug free workplace for Department members. Testing Public Safety Officers for substance abuse in accordance with legal parameters, will help ensure that these objectives are accomplished, while balancing the need to safeguard the rights of the individual members tested against unreasonable intrusions into their person. It is acknowledged that legal requirements pertaining to drug testing may change and evolve; the Policy may be amended from time to time to reflect changes in legal requirements and parameters, as well as the negotiated pacts of the university and its unionized Public Safety Officers.

C. Definition of Terms

- 1. Public Safety Officer** – All members of the collective bargaining unit serving within the Department of Public Safety other than those commissioned as Police Officers or in a managerial, supervisory, labor confidential, or clerical position.
- 2. Supervisors** – Sworn Police Officers, including superior officers, assigned to positions having day-to-day responsibilities for supervision of Public Safety Officers.
- 3. Urinalysis** - A urine test administered under approved conditions and procedure for detecting illegal drug usage.
- 4. Reasonable Individualized Suspicion** – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, as determined by the Director of Public Safety, which would induce a reasonably intelligent and prudent person to believe that a reasonable, objective basis exists to suspect that a urinalysis will produce evidence of

a drug as defined by this Policy.

5. Drugs – Controlled substances or illegal drugs, are defined in Title 2C of the New Jersey Statutes.

D. Drug Testing Parameters

1. Pre-employment or Probationary Period Screening – Drug screening shall occur as part of the pre-employment medical examination administered to persons applying for any Public Safety Officer positions with the NJIT Public Safety Department, including those former Public Safety Officers who are serving as police trainees during their attendance at a police training academy. Additionally, screening at the discretion of NJIT may take place at any time during a Public Safety Officer’s probationary period with the Department of Public Safety. Upon successful completion of the probationary period, drug screening shall be conducted in accordance with the standards set forth in paragraph 2. (Employment Screening) below. Rehabilitation for substance abuse, rather than dismissal, will be considered only under exceptional circumstances and at the discretion of NJIT, consistent with law and NJIT labor policy and practice and generally depending on the type of drug being abused and the severity of the problem.

2. Employment Screening – In balancing the NJIT community’s right to have a drug-free Public Safety Department against the Public Safety Officer’s right to privacy, urinalysis will be the chosen method of screening. Screening will be administered as follows: (1) screening of all Public Safety Officers, in the absence of “reasonable individualized suspicion” may be conducted at NJIT’s discretion at any time upon five (5) calendar days’ notice or (2) individual screening will be administered only when there is a “reasonable individualized suspicion” to believe that an individual Public Safety Officer is using drugs in violation of policy. Testing will be required based on the objective facts and on rational inferences, drawn by a supervisor, to indicate that the usage of any drug may be the cause of an unfit condition where the Public Safety Officer is:

a. Impaired in, or incapable of performing his or her assigned duties, and/or

b. The subject of investigation “where sufficient evidence and facts are present to constitute a reasonable/individualized suspicion” that he or she is involved in the use, possession or sale of drugs and/or

c. Experiencing (without plausible, legitimate explanation proffered and fully validated) excessive absenteeism and significantly reduced productivity, and/or

d. Found to have excessive or otherwise suspicious on-duty injuries or other accidents indicating negligence in relation to assigned duties; and/or

e. Exhibiting unusual and/or bizarre behavior patterns, reasonably deemed inconsistent with regular and appropriate behavior patterns.

E. Testing Procedures

1. Any Public Safety Officer who is consuming a prescribed medication which may not otherwise be defined as a drug under this Policy or ingesting over-the-counter drugs, shall, upon being ordered to submit to drug testing, inform their immediate, supervisor of the nature of the illness or injury, along with the name and type of medication being taken and the physician prescribing same. Any prescribed drug shall be identified and noticed to the Public Safety Officer's immediate supervisor prior to the start of duty during which the prescribed medication is issued and to be taken. The form to be utilized is set forth on Attachment A.

2. In the case of drug testing based upon reasonable individualized suspicion, supervisors shall prepare a written report requesting urinalysis, where there is a credibility to the sources of information, e.g., by tip, informant, personal knowledge, observations, other documentation or reliable information that a Public Safety Officer is a user of drugs. The report, which shall be confidential, shall be forwarded to the Director of Public Safety, documenting the specific reasons for the request with all circumstances and/or corroborating evidence supporting individualized, reasonable suspicion (e.g., relevant facts exhibited by the Public Safety Officer).

a. The decision to test a Public Safety Officer for drugs based upon satisfaction of the standards for reasonable individualized suspicion shall be made by the Director of Public Safety. If the Director of Public Safety cannot be contacted within a reasonable period of time, the Assistant Director and Deputy Chief of Police or a Lieutenant may (acting in his absence) order such test.

3. Notification of Drug Screening

a. A Public Safety Officer tested on the grounds of "reasonable individualized suspicion" or discretionary testing during his or her probationary period, need receive

no minimum notification that drug screening, through urinalysis, will be conducted prior to reporting to the testing location, other than that notification time that is necessary for transportation purposes. Whenever practicable, Public Safety Officers shall be notified during their tour of duty on the date of the test, and testing itself will be conducted during a tour of duty. Discretionary testing, following an Officer's probationary position, may be conducted upon five (5) calendar days' notice to the unit.

b. Any Public Safety Officer who refuses to appear for testing at the time and place designated by the Department, will be dismissed from NJIT employment.

4. Responsibility

A supervisor designated by the Director of Public Safety shall be directly responsible for scheduling and supervising the conducting of all drug screening for Public Safety Officers.

5. Processing of Urine Specimen

a. Designated Laboratory and Test

The State of New Jersey Medical Examiner's Toxicology Laboratory, Newark, New Jersey shall be the sole facility for testing procedures for Public Safety Officers. The following two step process will be followed:

i. The Enzyme Multiplied Immunoassay Test (EMIT) and Thin Layer Chromatography (TLC) will be used as initial drug screening procedures.

ii. Gas Chromatography/Mass Spectrometry (GCMS) technique is used to confirm all positive results of initial drug screening.

b. Preliminary Acquisition Procedures

Before a Public Safety Officer is ordered to submit to a drug test on the basis of "reasonable individualized suspicion", the Department shall prepare a confidential report which documents the basis therefore. The Director of Public Safety (or such individual designated by this Policy to render approval of testing) shall base his/her decision on the contents of this confidential report. No such report shall be required in the event of allowable discretionary testing.

Prior to the submission of a urine sample for any type of

testing, the Public Safety Officer shall complete a medical questionnaire which clearly describes all medications, both prescription or over the counter, which he or she ingested during the prior thirty (30) days.

c. Specimen Acquisition Procedure

At the time the urine sample is provided, the Public Safety Officer will have the option to submit two samples. Both samples will be acquired according to the procedures outlined herein. One will be forwarded to the State Medical Examiner Laboratory for testing; the remaining sample will be stored in a frozen state within, or accessible to, the Department according to departmental procedures regarding chain of custody and evidence storage. This sample will be made available, upon request through the appropriate channels, to the Public Safety Officer or his or her authorized employment representative (which for this process only may include retained counsel).

The Director of Public Safety shall designate the Assistant Director and Deputy Chief of Police or a Lieutenant to serve as the official monitor responsible for urine sample acquisitions. As the official monitor, he/she shall be responsible for ensuring that all relevant disclosure forms have been thoroughly completed by the Public Safety Officer. Prior to the submission of the urine sample to the laboratory for testing, both the official monitor and the Public Safety Officer shall inspect the specimen bottle packet for indications of pre-void tampering. The official monitor may also choose to designate another witness to the sample acquisitions.

6. Drug Test Results

a. Notification

It is the procedure of the State Medical Examiner's Toxicology Laboratory to notify the Director of Public Safety, as to the result of the urinalysis, immediately upon completion of the test. The laboratory will retain only those samples, which have been confirmed to be positive for the presence of drugs. All oral notifications are normally followed up with written reports.

b. Positive Results

All Public Safety Officers who are screened and confirmed to be positive for the presence of drugs shall:

- i. Be notified of this fact by the Director of Public Safety as soon as practicable after oral notification

is received from the laboratory.

- ii. Be provided with a copy of the laboratory report, as soon as practicable after receipt of same.
- iii. Be suspended from duty, without pay, pursuant to Article XIIIIV(C) of the collective bargaining agreement (Discipline & Discharge) pending a due process hearing for dismissal from employment.
- iv. Be given the opportunity to challenge a termination from employment based upon a confirmed positive result in the same manner as provided in the collective bargaining agreement for challenging disciplinary impositions involving termination of employment. The only grievable issues with regard to discipline resulting from a positive drug test are as follows: (1) a challenge to the testing results or procedure; or (2) in the case of drug testing based upon “reasonable individualized suspicion”, a claim that reasonable ground for testing did not exist.

c. Negative Results

- i. If the test result as determined at any stage of the process is negative, the allegation of drug abuse against the Public Safety Officer shall be classified as “unfounded”.
- ii. Any Public Safety Officer whose specimen is found to be negative, or who has a verified, lawfully issued, medically valid prescription explaining a positive result, shall receive a letter from the Director of Public safety stating that no illegal substances were found and no negative inferences may be drawn from the testing itself. A copy of the letter will be placed in the Public Safety Officer’s personnel file and all records regarding the test will be destroyed.
- iii. Negative specimens shall be destroyed immediately upon completion of urinalysis by the Medical Examiner’s Toxicology Laboratory.

F. Searches and Seizures

- 1. Any Supervisor finding a Public Safety Officer in possession or control of

drugs or contraband, shall immediately notify the Director of Public Safety or, in his absence, the Assistant Director and Deputy Chief of Police or a Lieutenant, and follow existing police procedures regarding the seizures of the evidence.

2. All properties belonging to NJIT's Public Safety Department are subject to searches at any given time, upon the existence of a state of facts which would rationally indicate that drugs or contraband may be present therein. Such state of facts shall be set forth in a written report, to be filed with the Director of Public Safety within a reasonable amount of time following the search. This warrantless search may occur, without notice, as there is no expectation of privacy in or on NJIT owned property provided for the Public Safety Officer's storage of clothing and personal effects, unless otherwise specifically authorized in writing by NJIT.
3. Property includes, but is not limited to, NJIT police-owned vehicles, desks, drawers, containers, file cabinets and storage lockers.
4. Lockers that are assigned to department members, including those that may be locked, are also subject to searches by the Director of Public Safety and/or his designee(s) in the presence of the Public Safety Officers, with or without their permission. There is no expectation of privacy (from the university's authorized personnel) in said lockers, notwithstanding the allowance of department members to secure their valuables from others.
5. All confiscated items shall be inventoried by the supervisor, invoiced on a Property Evidence Receipt, as investigatory evidence, and placed in a property envelope and delivered to the Newark Police Department.
6. The Supervisor conducting the search shall submit a detailed report to the Director of Public Safety, fully documenting all evidence that supported the existence of a rational suspicion which led to the search. The results of the search shall also be clearly articulated.

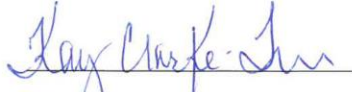
ARTICLE XLV **DURATION**

A. Except as otherwise specified, all portions of this Agreement shall be effective July 1, 2015 and all portions of the Agreement shall terminate as of June 30, 2019.

B. 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.

C. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and Local 32, Office and Professional Employees.

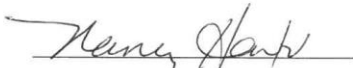
For the Employer:



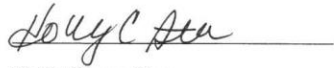
Kay Clarke-Turner, Esq. SPHR
Vice President Human Resources
Chief Negotiating Team Member



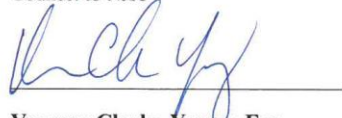
Annie Crawford, MBA, SPHR
Assistant Vice President Human Resources
Negotiating Team Member



Nancy Hark, Esq.
Director of Labor and Employee Relations
Negotiating Team Member



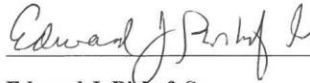
Holly Stern, Esq.
General Counsel/VP Legal Aff.
Counsel to NJIT



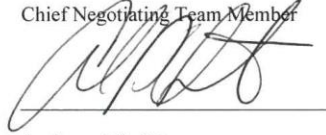
Vanessa Clarke-Young, Esq.
Human Resource Generalist
Negotiating Team Member



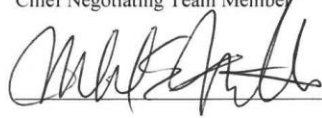
Joseph Marswill
Chief of Police
Negotiating Team Member



Edward J. Bischof, Sr.
Senior Vice President Finance and CFO
Chief Negotiating Team Member



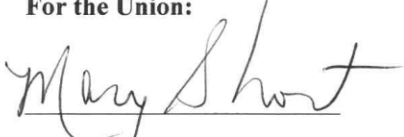
Andrew Christ
Vice President Development & Capital
Operations
Chief Negotiating Team Member



Michael Maysilles
Director of Assessment and Compliance
Negotiating Team Member

Richard Sweeney
Negotiating Team Member

For the Union:



Mary Short

Chief Negotiator/Chief Shop Stewart



Tracy Holston

Senior Security Officer

Negotiating Team Member



Rhonda Greene-Carter

Van Houten Library Assistant

Negotiating Team Member



Sharon Eastwick

Secretary/Treasurer for OPEIU

Negotiating Team Member

Myesha Hines

Negotiating Team Member

Charlotte Gillis

Negotiating Team Member

APPENDIX A

JOB TITLE TABLE

Range	Title
L23	ACADEMIC CONSULTANT
L16	ACCOUNTANT ASSISTANT BURSAR
L13	ACCOUNTING ASSISTANT
L13	ACCOUNTING TECHNICIAN
L14	ACCOUNTS PAYABLE CLERK
L17	ACCOUNTS PAYABLE SUPERVISOR
L17	ADMINISTRATIVE ASSISTANT II
L18	ADMINISTRATIVE ASSISTANT II
L16	ADMINISTRATIVE ASSISTANT III
L15	ADMINISTRATIVE CLERK WORD PROCESSOR
L12	ASSISTANT CASHIER
L17	ASSISTANT THEATRE TECHNICIAN
L16	BURSAR ASSISTANT, CUSTOMER SERVICE
L15	CAREER RESOURCE ASSISTANT
L11	CLERICAL ASSISTANT
L16	COMPUTER OPERATOR A
L17	COMPUTING STORES SPECIALIST
L13	CUSTOMER SERVICE REPRESENTATIVE
L14	CUSTOMER SERVICE REPRESENTATIVE I
L15	CUSTOMER SUPPORT SPECIALIST
L22	CUSTOMER SUPPORT SPECIALIST
L14	DATA CONTROL CLERK
L14	DATA ENTRY CLERK
L13	DATA ENTRY SPECIALIST
L16	DATABASE COORDINATOR
L13	DELIVERY SUPERVISOR
L19	DEVELOPMENT ASSISTANT RECORDS MANAGEMENT
L15	DISPATCHER
L22	DP OPS SUPERVISOR I
L19	DP OPS SUPERVISOR II
L15	FINANCIAL AID GENERALIST
L14	FLOATER/SECRETARIAL ASSISTANT III
L14	GENERALIST/DATA PROCESSING CLERK
L18	HEAD CASHIER
L15	HEAD CLERK
L18	HELP DESK COMPUTER OPERATOR TECHNICIAN

L16	HELP DESK SUPPORT SPECIALIST
L23	INFORMATION TECHNOLOGY CONSULTANT
L21	JAVA PROGRAMMER
L23	INSTRUCTIONAL AND EVENT SUPPORT SUPERVISOR
L20	JUNIOR ACADEMIC CONSULTANT
L19	LEAD COMPUTER OPERATOR
L12	LIBRARY ASSISTANT
L16	LIBRARY ASSISTANT I
L14	LIBRARY ASSISTANT II
L11	LIBRARY ASSISTANT III
L09	MAIL CLERK
L17	MEDIA PRODUCTION TECHNICIAN
L27	NETWORK ANALYST
L14	OFFICE TECHNICAL ASSISTANT
L14	PAYROLL CLERK
L23	PC LAB SUPERVISOR
L25	PC NETWORK SPECIALIST
L13	PRINCIPAL CLERICAL ASSISTANT
L11	PRINCIPAL CLERK
L16	PRINCIPAL CLERK BOOKKEEPER
L13	PRINCIPAL CLERICAL ASSISTANT
L14	PRINCIPAL SECRETARY TECHNICAL
L20	PRODUCTION CONTROL COORDINATOR
L20	PROGRAMMER - TIDE
L22	PROGRAMMER ANALYST
L22	PROGRAMMER ANALYST B
L20	PROGRAMMER – TELUS
L18	PURCHASING ASSISTANT
L09	RECEPTIONIST
L15	RECORDS ASSISTANT
L17	SECRETARIAL ASSISTANT II
L15	SECRETARIAL ASSISTANT III
L11	SECURITY OFFICER
L14	SECURITY OFFICER DISPATCHER
L16	SECURITY SYSTEMS ASSISTANT
L14	SECURITY SYSTEMS OPERATOR
L23	SENIOR ACADEMIC CONSULTANT
L17	SENIOR ADMINISTRATIVE ASSISTANT III
L18	SENIOR COMPUTER OPERATOR
L13	SENIOR SECURITY OFFICER
L15	STUDENT PERSONNEL CUSTOMER SERVICE REPRESENTATIVE
L18	STUDENT PERSONNEL SPECIALIST

L15	STUDENT SERVICE GENERALIST
L20	SYSTEMS ANALYST I
L15	TECHNICAL ASSISTANT
L22	TELECOMMUNICATIONS SPECIALIST
L20	VIDEO PRODUCTION ASSISTANT
	This listing is current as of August 2016. The Employer shall notify the union when new titles are added, deleted, or reclassified.

APPENDIX B

LETTER OF UNDERSTANDING

FLOATER POOL

New Jersey Institute of Technology hereinafter referred to as (NJIT) and Local 32, Office of Professional Employees International Union, AFL-CIO, hereinafter referred to as (OPEIU) agree as follows:

- 1.** The Employer and OPEIU recognize the concept of a small pool of full-time employees recognized by this collective Agreement as “Floaters” who will operate under the supervision and assignment of central administration, filling vacancies as they occur around campus. The Department of Human Resources shall maintain a “Floater” pool with secretarial and clerical skills whom may be assigned to departments in times of unusual temporary need. These needs include vacancies, annual leave, sick leave, family leave, and heavy workload periods.
- 2.** At no time for the duration of this Agreement shall the “Floater” pool fall below two (2) employees.
- 3.** “Floater” positions shall be assigned essential functions outlined in the appropriate job description (Appendix C) and accordingly classified at the Range 14 rate on the salary matrix (Appendix E). When Floater appointees are assigned to perform duties of positions covered by this contract other than Range 14 they shall continue to be compensated based upon the clerical skills assigned at the Range 14 rate.
- 4.** A “Floater” appointment may be established at any percent of full time.
- 5.** Issues regarding administration of the Floater positions, including consideration for expansion of the pool, shall be discussed by the parties in the Labor/Management forum, set forth in Article VII.
- 6.** For the purpose of this Agreement “job related qualifications” shall be determined by the Employer. However, the Union may discuss any questions of “qualifications” with the Vice President of Human Resources and/or his/her designee, and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.

APPENDIX C

FLOATER JOB DESCRIPTION

NJIT POSITION DESCRIPTION

Department of Human Resources

Created August, 2003

EMPLOYMENT UNIT:	Office of the President
DEPT/DIVISION:	Human Resources
TITLE:	Floater/Secretarial Assistant III (Full Time)
SYSTEM TITLE:	Floater/Secretarial Assistant
REPORTS TO:	Vice President for Human Resources (or designee)

DEFINITION:

Under the assignment management and performance evaluation coordination of the Vice President for Human Resources (or designee) and under the performance evaluation and task/responsibilities direction and supervision of the assigned supervisor, the Floater/Secretarial Assistant III will be assigned to assist and support university departments, as needed, providing a full array of support services of clerical, secretarial and ministerial administrative character.

ESSENTIAL FUNCTIONS:

- 1. Secretarial/Ministerial Administration:** It is the responsibility of the incumbent to adapt to changing environments and perform a myriad of clerical, secretarial, ministerial and administrative duties including, but not limited to, the following:
 - Maintaining appointment calendar(s) for the administrators within the assigned department, including preparing confirming memoranda, letters or electronic mail, making arrangements for on campus meetings and coordinating travel arrangements (transportation, hotel accommodations) for out of town meetings.
 - Preparing letters, memoranda, and reports using the full complement of spreadsheet and word processing software; including mail merge and electronic mail to send, receive and accomplish assigned tasks.
 - Answering and screening incoming telephone calls to the assigned department; providing routine information to faculty, staff, students, and outside callers following established policies and procedures; referring requests for information to appropriate person in office.

- Providing routine and special project technical and administrative services including, by way of illustration statistical and other arithmetic calculations, coordination of and editing reports, and preparation of primary or secondary works under specific direction.
- Processing incoming and outgoing mail for the assigned department and maintaining essential files and records for assigned department.
- Constructing and maintaining an accurate filing and associated records maintenance and retrieval system.
- Using Banner to enter purchase requisitions, receiving reports and general inquiries related to the departmental budget. This also includes preparing work orders, supply, duplicating and mailing requisitions, travel expense vouchers, room reservations, food service forms and other standard forms.
- Using Student Information System to make general inquiries related to students and/or faculty.
- Operating standard office equipment, such as but not limited to, personal computer, typewriter, duplicating equipment, FAX equipment, calculator.
- Performing related duties as assigned.

ESSENTIAL CHARACTERISTICS:

Confidential: While this position is not assigned responsibilities of labor confidentiality, the incumbent will be expected to maintain strict confidentiality for all matters dealing with student and employee related bio-demo and employment information to the extent not authorized by policy or directive.

Accomplishment Aptitude: Establishes and follows through on a systematic course of action for self or others to assure accomplishment of a specific objective. Determines priorities and allocates time and resources effectively producing desired results at the level expected for the position.

Customer Focus: Focuses one's efforts on identifying and meeting internal and external customer's needs in a manner that provides satisfaction for the customer, within the parameters of the position and the available resources, cognizant of departmental and /or university policy and authorized practices.

Initiative: Evaluates, selects and acts on various methods and strategies for solving problems and meeting objectives within parameters of position before being asked or required to do so; self-directed rather than passively complying with instructions or assignments.

Teamwork/Team Orientation: Willingly cooperates and works collaboratively toward solutions which generally benefit all involved parties; works cooperatively with others to accomplish departmental and university objectives.

Adapting to Change: Responds to change with a positive attitude and a willingness to learn new ways to accomplish work activities and objectives.

Range: Adapts while maintaining high quality performance and continued focus, challenging situations of a varied nature, calling upon differing and sometimes competing competencies.

PREREQUISITE QUALIFICATIONS:

High school diploma required. Three to Five years of secretarial/administrative experience required. The incumbent must be self-directed and possess initiative, be organized and have the ability to handle several projects simultaneously. In addition, the incumbent must be proficient in the use of word processing, specifically Microsoft Word applications and possess a working knowledge of developing spreadsheets by use of Excel.

PREFERRED QUALIFICATIONS:

A college or business school degree from an accredited institution in secretarial science is preferred as well as experience in a public sector, higher education environment. Demonstrable computing skills literacy and efficiency in word processing, electronic mail processing, spreadsheet application is preferred as is proofreading acumen. Knowledge of NJIT Financial Records System (FRS) and Student Information System (SIS) is strongly desirable

At the university's discretion, the education and experience prerequisites may be excepted where the candidate can demonstrate to the satisfaction of the university, an equivalent combination of education and experience specifically preparing the candidate for success in the position.

Signatures and Approvals

<i>Prepared by:</i> Signature of Preparer	<i>Date</i>
<i>Position Description Approval:</i> Signature of Area Vice President	<i>Date</i>
<i>Position Authorization:</i> Signature of Initiator	<i>Date</i>

All authorized position descriptions require the approval of Human Resources

This section to be completed by Human Resources:

FLSA Classification:	Non-Exempt
Labor Classification:	OPEIU
Salary Classification:	14
Employment Terms	120 Days At-Will Probation Succeeded by Continuous Appointment Subject to Just and Other Legitimate Cause
Vacation Allotment	15 Days Per Year
Retirement Program:	Public Employee's Retirement System (PERS)

<i>Human Resources Approval</i> Signature Human Resources Representative	<i>Date</i>
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APPENDIX D

LETTER OF AGREEMENT –

The parties covenant in good faith to continue discussions on the following topics, and will incorporate further changes to this agreement, based on the outcome of these further negotiations

- 1) Article XVI - A University-Wide Donated Sick Leave Bank – NJIT will research and come up with a recommendation for the entire university.
- 2) Article X – Seniority – The Union wants to eliminate the language that discusses not making it through the probationary period after being placed in a vacant position or bumped. The Union wants to be able to bump again if the first placement is not successful. NJIT is going to form a committee to review Article X. The committee will review the language and come up with a recommendation.
- 3) Article XII – Training – The Union wants more training, which they believe should take place during work hours. NJIT will review the training issues and come up with a recommendation.
- 4) Article XXXII.C – Overtime – the parties agree to draft a new paragraph “D.” encompassing overtime rules for Public Safety Officers only, and will enter into an MOA outlining the new language.

For New Jersey Institute of Technology



Kay Turner, Esq., SPHR
Vice President Human Resources

Date Nov. 7, 16

For OPEIU, Local 32



Mary Short
OPEIU Representative

Date Nov. 8, 16

APPENDIX E
SALARY MATRIX

Range	FY16		FY17		FY18		FY19	
	Min	Max	Min	Max	Min	Max	Min	Max
	9	\$29,763	\$43,739	\$29,763	\$44,614	\$29,763	\$45,506	\$29,763
10	\$31,055	\$45,703	\$31,055	\$46,617	\$31,055	\$47,549	\$31,055	\$48,500
11	\$32,406	\$47,767	\$32,406	\$48,722	\$32,406	\$49,696	\$32,406	\$50,690
12	\$33,829	\$49,945	\$33,829	\$50,944	\$33,829	\$51,963	\$33,829	\$53,002
13	\$35,315	\$52,268	\$35,315	\$53,313	\$35,315	\$54,379	\$35,315	\$55,467
14	\$36,884	\$54,676	\$36,884	\$55,770	\$36,884	\$56,885	\$36,884	\$58,023
15	\$38,530	\$57,202	\$38,530	\$58,346	\$38,530	\$59,513	\$38,530	\$60,703
16	\$40,255	\$59,850	\$40,255	\$61,047	\$40,255	\$62,268	\$40,255	\$63,513
17	\$42,070	\$62,670	\$42,070	\$63,923	\$42,070	\$65,201	\$42,070	\$66,505
18	\$43,979	\$65,586	\$43,979	\$66,898	\$43,979	\$68,236	\$43,979	\$69,601
19	\$45,978	\$68,634	\$45,978	\$70,007	\$45,978	\$71,407	\$45,978	\$72,835
20	\$48,079	\$71,907	\$48,079	\$73,345	\$48,079	\$74,812	\$48,079	\$76,308
21	\$50,285	\$75,287	\$50,285	\$76,793	\$50,285	\$78,329	\$50,285	\$79,896
22	\$52,603	\$78,862	\$52,603	\$80,439	\$52,603	\$82,048	\$52,603	\$83,689
23	\$55,037	\$82,597	\$55,037	\$84,249	\$55,037	\$85,934	\$55,037	\$87,653
24	\$58,690	\$88,180	\$58,690	\$89,944	\$58,690	\$91,743	\$58,690	\$93,578
25	\$61,424	\$92,421	\$61,424	\$94,269	\$61,424	\$96,154	\$61,424	\$98,077
26	\$64,300	\$96,848	\$64,300	\$98,785	\$64,300	\$100,761	\$64,300	\$102,776
27	\$67,317	\$101,500	\$67,317	\$103,530	\$67,317	\$105,601	\$67,317	\$107,713
28	\$70,486	\$106,347	\$70,486	\$108,474	\$70,486	\$110,643	\$70,486	\$112,856
29	\$73,815	\$111,478	\$73,815	\$113,708	\$73,815	\$115,982	\$73,815	\$118,302
30	\$77,308	\$116,817	\$77,308	\$119,153	\$77,308	\$121,536	\$77,308	\$123,967