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**Agreement**  
**July 1, 1999 - June 30, 2003**

between  
**NEW JERSEY INSTITUTE OF TECHNOLOGY**  
and  
**COUNCIL 52, AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES,**  
**AFL-CIO**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I.	Recognition.....	1
II.	Negotiating Procedure.....	2
III.	Management Rights.....	2
IV.	Dues/Fees Deduction.....	3
V.	Rights of the Union.....	6
VI.	Hours of Work.....	6
VII.	Holidays.....	8
VIII.	Rate of Pay.....	9
IX.	Vacations.....	10
X.	Family Leave.....	12
XI.	Sick Leave.....	18
XII.	Other Leaves of Absence.....	22
XIII.	Military Leave.....	24
XIV.	Leave for Union Activity.....	24
XV.	Workers Compensation.....	25
XVI.	Maternity Leave.....	25
XVII.	Seniority.....	25
XVIII.	Grievance Procedure.....	31
XIX.	Discipline and Discharge.....	33
XX.	Labor Management Committee.....	33
XXI.	Pledge Against Discrimination and Coercion.....	34
XXII.	Strike Lockout.....	34
XXIII.	Salary Program and Compensation.....	34
XXIV.	Miscellaneous.....	37
XXV.	Safety Committee.....	38
XXVI.	Parking.....	39
XXVII.	Emergency Closing Policy.....	40
XXVIII.	Health Benefits.....	42
XXIX.	Duration.....	45
	Appendix A.....	46
	Appendix B.....	52



## NJIT/AFSCME AGREEMENT

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

### ARTICLE I

#### RECOGNITION

A. The Employer recognizes the Union as the sole and exclusive negotiating agent for the purposes of negotiating terms and conditions of employment for:

All operations and maintenance, department technical staff, and special services employees employed by New Jersey Institute of Technology, but excluding teaching staff, administrative staff, office and clerical employees, guards, part-time employees working normally twenty (20) hours or less per week, student employees, employees assigned to the Council of Higher Education in Newark (CHEN) and all others and supervisors within the meaning of the Act.

B. The inclusions of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provisions describing a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement.

C. Temporary employees shall be entitled to those benefits determined by law, but shall not be members of the bargaining unit for which Council #52, AFSCME, AFL-CIO is recognized as the sole and exclusive negotiating agent nor shall such employee be entitled to any benefits or protection provided by the Agreement.

D. Subject to provision of law to the contrary, should the Employer, during the term of this Agreement, re-employ the services of food services personnel in positions describing a food service worker, food service cashier, chef or other food preparer or handler previously recognized by the Employer and Union as within the jurisdiction of the Union, then upon a showing of majority interest by such employees but without the necessity of an election, said food service employees shall be accreted into the bargaining unit and thereafter recognized for the purposes of collective negotiations as within the Union's jurisdiction.



## ARTICLE II

### NEGOTIATING PROCEDURE

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

## ARTICLE III

### MANAGEMENT RIGHTS

- A. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All such rights, powers, authority and prerogatives of management possessed by the Employer are retained, and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged and modified by this Agreement.
- C. The Employer retains its responsibility to promulgate and enforce the rules and regulations subject to limitations imposed by the law governing the conduct and activities of the employees not inconsistent with the express provisions of this Agreement.



## ARTICLE IV

### DUES/FEES DEDUCTION

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 (9) (e), as amended) the Employer agrees to deduct from each paycheck the Union Dues (Dues) and regular assessments of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

B. The right of the Dues deduction for any employee in the bargaining unit shall be limited to the Union and employees shall be eligible to withdraw such authorization only as of July 1<sup>st</sup> of each year provided the notice of withdrawal has been filed timely.

C. The amount of the Dues made from each of twenty four (24) paychecks out of an even twenty-six (26) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15<sup>th</sup>) day of the calendar month succeeding that in which such deductions are made, together with a list of names of the Union members from whose pay such deductions were made.

D. The Union agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claims arising out of such deduction and the Union assumes full responsibility for the disposition of any such funds once they have been turned over to the Union as provided.

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

F. **Representation Fee (Agency Shop)**

1. **Purpose of Fee**

- a. Subject to the conditions set forth in (b) below, all eligible nonmember employees in this unit will be required to pay to the majority representative a Representation Fee, in lieu of Dues, for services rendered by the majority representative until June 30, 2003. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- b. It is understood that the implementation of the Representation Fee program is predicated on the demonstration by the Union that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Union.



If, at the signing of this Contract, the above percentage has not been achieved, the Representation Fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup>, the Representation Fee plan shall be reinstated, with proper notice to the affected employees.

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

**2. Amount of Fee**

Prior to the beginning of each contract year, the Union will notify the Employer, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the Representation Fee for that contract year. Any changes in the Representation Fee structure during the contract year shall be in accordance with F1. above.

The Representation Fee, in lieu of Dues, shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

**3. Deduction and Transmission of Fee**

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

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

The Employer shall deduct the Representation Fee as soon as possible after the tenth (10<sup>th</sup>) day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals employed in this unit from a re-employment list, for employees returning from leave without pay and for previous employee members who become eligible for the Representation Fee because of nonmember status.



The Employer shall deduct the Representation Fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

**4. Demand and Return System**

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

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

The Union shall return any part of the Representation Fee, paid by the employee, which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the Representation Fee by requesting the Union to substantiate the amount charged for the Representation Fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

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

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

**5. Employer Held Harmless**

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arose from deduction made by the Employer in accordance with this provision. The Employer shall not be held liable to the Union for any retroactive or past due Representation Fee for an employee who was identified by the Employer as excluded or confidential or, in good faith, was mistakenly or inadvertently omitted from deduction of the Representation Fee.

**6. Legal Requirements**

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



## ARTICLE V

### RIGHTS OF THE UNION

- A. The Employer agrees to recognize those members of the negotiating unit, not to exceed five (5), who are designated by the Union as Union representatives for collective negotiations by written notice of the names of such members of the negotiation unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.
- B. Representatives of Council #52 shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the university is normally open provided they first report to the Office of Legal and Employment Affairs 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.
- C. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official Union business.
- D. The Employer agrees to submit to the local Union, each month, a list of new employees eligible for the bargaining unit and their job classification.
- E. The Employer agrees to send copies of job postings, changed assignments, promotions, demotions, disciplinary actions and reclassification actions to the local Union President and Council #52.

## ARTICLE VI

### HOURS OF WORK

- A. The regular hours of work each day shall be consecutive except for interruptions for lunch periods and the workweek shall consist of five (5) consecutive days.
- B. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time involving no more than eight (8) consecutive hours of work.
- C. 1. Work schedules showing the employee's shifts, workdays and hours shall be posted on all departmental bulletin boards at all times. Work schedules shall not be changed without reasonable notice to the employees affected and the Union. Reasonable notice shall, except in demonstrably extenuating circumstances, be considered to be at least two (2) weeks in advance of the implementation of the shift change(s).



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

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

D. All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half ( $\frac{1}{2}$ ) shift, however, such can be varied if necessary.

E. Employees who are required to continue work on an overtime basis, when it is anticipated that such overtime work shall include one-half ( $\frac{1}{2}$ ) or more of the new shift, shall receive a fifteen (15) minute rest period before they begin work on such next shift. If such overtime work must coincide with scheduled evening classes, the time between the end of the regular shift and the time at which the evening classes are scheduled shall not constitute hours worked for overtime payment.

F. In the event the Employer should provide a reduced workday during any period of the year, there shall be no afternoon rest period.

G. Unless and until agreed upon to the contrary by the Employer and the Union, full-time employees are hired, classified and scheduled to work either 35, 37  $\frac{1}{2}$  or 40 hours per week, inclusive of break time as set out in this Agreement. Every full-time employee shall be afforded an unpaid lunch period of thirty (30) minutes unless a sixty (60) minute period is scheduled by the Employer upon at least two (2) weeks notice to the employee and the Union. A sixty (60) minute lunch period maybe returned to a thirty (30) minute lunch period upon at least two (2) weeks notice to the employee and the Union.

H. Employees specifically directed by their supervisor to remain at their work areas between assigned work periods shall be entitled to pay for hold-over time at their regular job rate, subject to the provisions of Article VIII, Rate of Pay, pertaining to payment of overtime compensation.



## ARTICLE VII

### HOLIDAYS

A. Each member of the bargaining unit shall be entitled to the following named, paid holidays:

1. New Year's Day
2. Independence Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

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

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

B. In the event any of the regular paid holidays fall on a Sunday, they shall be observed on the following Monday. Should any of the regular paid holidays fall on a Saturday, they shall be observed on the preceding Friday.

C. The Employer shall continue its requirements for eligibility for holiday pay; however, an employee who is not on the payroll shall not be eligible for holiday pay.

D. Employees who are on the payroll on a day designated by the Employer as a paid holiday, shall receive their regular rate of pay for that day. Subject to and except for the limitations of the provisions of E. infra., any employee who is required to work any of the days designated by the Employer as a paid Holiday, shall be afforded the following premium pay in addition to the Holiday pay:

1. For the first eight (8) hours, time and one-half (1/2) for all hours worked.
2. For all hours in excess of eight (8), double time for all hours worked.

E. For the period of the four (4) regular weekdays falling between the Christmas and New Year's Holidays, the Employer shall designate, for each bargaining unit member, two (2) of these days as paid Holidays, as part of provision A. supra.

The Employer shall notify each bargaining unit member of the individually scheduled and designated two (2) holidays, falling during this period, as soon as possible but in no event later than December 1<sup>st</sup>, of each year.



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

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

F. The thirteen (13) holidays, annually provided, pursuant to this Agreement, constitute the entire paid holiday schedule provided by the Employer.

G. For the purpose of computing overtime, all holiday hours, whether worked or unworked for which an employee is compensated, shall be regarded as hours worked.

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

## ARTICLE VIII

### RATE OF PAY

A. Time and one-half (½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of 7, 7½ or 8 hours, depending upon an employee's classified and scheduled work shift, in any workday in which the employee worked or received paid excuse therefrom.
2. All work performed in excess of forty (40) hours in any workweek in which the employee worked or received paid excuse therefrom.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work required by the Employer to be performed on an employee's regular sixth day.
5. Employees recalled to work for emergency reasons after having departed from work, following completion of a full regular work shift, shall be guaranteed a minimum of two (2) hours pay at the overtime rate of time and one-half (½) for call back work.



B. Any employee who is scheduled to report to work for a regular scheduled workday shift and who presents himself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he was scheduled to report if such job is available. If work on the job for which he was scheduled to report is not available, the employee shall be assigned to such duties as the Employer designates.

C. If overtime work is available, it shall be distributed first to the persons doing such work normally. If a greater number than those normally doing the work are required, the work shall be distributed equally among those, within the same job classification, qualified to perform the work.

D. In addition to all contractual provisions relating to overtime:

1. If necessary overtime is of an emergency nature and shall be continuous for over four (4) hours, the appropriate building personnel shall be called and night shift personnel shall be held over to perform such overtime until the day or afternoon shift personnel, as appropriate, shall report to work.
2. If necessary overtime is of an emergency nature and shall be continuous for less than four (4) hours, night shift personnel may be held over to perform such overtime without the necessity of calling appropriate building personnel.

E. The distribution of overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall convene a Labor/Management meeting in accordance with Article XX, Labor Management Committee, of this Agreement.

F. 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.

G. Subject to Article XVII, Seniority, B.3., if a member of the bargaining unit is formally assigned full-time, on a temporary basis, to a job having a higher salary range, he shall, after three (3) continuous workdays, be temporarily promoted to the higher salary range job, retroactive to the first day. The temporary assignment of the higher salary rate shall be accompanied by the full level of performance responsibility and accountability for the higher level position while occupied; however, the higher salary shall not be reduced due to less than satisfactory performance while in the higher level position. Upon being reassigned, thereafter, to his permanent position, he shall immediately receive the rate of pay at the lower salary range.

## ARTICLE IX

### VACATIONS

A. Employees shall be eligible for paid vacation based upon the following service requirements:

1. Date of hire through 1 full fiscal year of service - 1¼ days per month.



2. Over 1 full fiscal year of service through 15 full fiscal years of service – 15 workdays.
3. Over 15 full fiscal years of service - 20 days.

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

B. Employees shall be entitled to carry over into the next fiscal year, up to a maximum of one (1) fiscal year's allotment that has not been used and remains at the end of the fiscal year. Unused, vacation over the maximum shall be forfeited at the beginning of the next fiscal year.

C. Vacations shall be granted at a time mutually agreeable to the Employer and the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his choice of vacation, provided a qualified person is available to perform the work.

D. Vacation periods shall not include more than fifteen (15) consecutive work days at any one time and shall normally be taken between June 15<sup>th</sup> and September 1<sup>st</sup>. A vacation at a period other than this is at the sole discretion of the Employer.

E. If a paid holiday, as designated pursuant to Article VII, Holidays, of the Agreement, occurs during the regular workweek in which a vacation is taken by the employee, the employee's vacation shall either be extended one (1) additional workday or not charged one (1) day, as mutually agreed between the Employer and the employee.

F. The Employer shall continue its policy, subject to provision F. 2. below, of compensating, in cash, any unused vacation time an employee has accumulated at the time of his separation of employment from the university in good standing. Termination from employment for just cause based upon misconduct shall result in forfeiture of any vacation payout.

1. Misconduct, for purposes of Article IX, Vacation only, shall be limited to mean: (1) acts involving violations of law; (2) acts involving moral turpitude in the employment setting, including by way of illustration but not limitation, fraudulent reporting, filing of malicious claims, intentional violation of university policies and procedures or violation of university policies with wanton, reckless disregard for the adherence to policy and (3) threats of and/or the carrying out of physical intrusions upon another.
2. Upon separation from employment in good standing, an employee shall only receive cash payout of the unused carryover from the previous fiscal year and that proportion of vacation pay, in the year of separation, that corresponds with what would have accrued to the time of separation if vacation allotment was apportioned over a twelve (12) month accrual basis up to the combined maximum payout of one year's allotment at the time of separation.



New Jersey Institute of Technology (NJIT) and AFSCME, Council 52, Local 2282 (AFSCME) hereby certify that the foregoing vacation policy amendment to that previously submitted to AFSCME for ratification, is to replace the tentative agreements Article IX, Vacation and is hereby ratified, without condition, along with the originally ratified tentative agreement of May 23, 2001. With this certification, collective negotiations are closed, subject only to law and May 23, 2001 Memorandum of Agreement terms.

## **ARTICLE X**

### **FAMILY LEAVE**

The university 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 university policies, State and Federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. The university, therefore, hereby certifies the following Family Leave Policy which incorporates as appropriate (and shall be interpreted consistent with) the university's other standing leave policies.

#### **A. Available Leave**

Under prescribed parameters as set out hereafter, an eligible employee may take a leave of absence from employment for up to twelve (12) weeks during a defined twelve (12) month period for anyone of the following reasons:

1. Birth and child care of an employee's biological child during the child's first year of life.
2. Adoption or foster care placement and care for the infant/child in his first year following adoption or foster care placement.
3. Serious illness or health related, disabling condition of a spouse, child(ren) or parent.
4. Serious illness or health related, work disabling condition of the employee.

#### **B. Twelve Week Period (Parameters)**

1. While the university may, under other provisions of employment or of its own discretion, authorize leaves of absence greater than twelve (12) weeks and for other purposes, under this policy, a maximum of twelve (12) weeks' leave for any and all enabling reasons may be taken during the same twelve (12) month period for leaves pursuant to A. 1., 2., or 3. above. One twelve (12) week leave pursuant to A.4.



above may also be taken in each defined twelve (12) month period. The twelve (12) month period is defined in provision E. below.

2. For leaves taken pursuant to A.1 or 2. above, the maximum twelve (12) week period must commence prior to the child's first year following birth (A.1.) or prior to the first anniversary date of an adoption or foster care placement (A.2.).
3. The twelve (12) week period amounts to sixty (60) workdays that may be taken as set out below.
4. The leave may be taken on a consecutive week, intermittent weeks or reduced time basis as follows:
  - a. Intermittent Leave consists of at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent Leave may only be scheduled and taken with the consent of the Employer, when invoking leave under provisions A.1. or 2. above.
  - b. Reduced Time Leave consists of a work reporting schedule that allows a shortened workday or shortened workweek. Reduced Time Leave may only be scheduled and taken with the consent of the Employer when invoking provisions A.1. or 2. above. An employee on Reduced Time Leave may, at the discretion of the Employer, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the university. Leave under this provision shall be accounted for and charged on an hour for hour basis.
  - c. Requests for Reduced Time Leave or Intermittent Leave under provisions A.1. or 2. above, shall be forwarded to the Department of Human Resources for a case-by-case review and determination following consultation with the department head or other appropriate supervisor of the applicant.
  - d. All leaves, for all reasons, are predicated upon the employee providing the Employer as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, shall result in a delay in commencement of leave, if otherwise entitled, for the requisite fifteen (15) day period.

### **C. Leave Validation**

Each leave, as set out in provision A. above, is subject to prerequisite validation as follows:

1. Both A.1. & 2. leaves must be validated, at the Employer's request, as to the enabling facts of the leave. For example, it must be established by the applicant for



leave hereunder that he is the parent, within the express meaning of that term as hereinafter defined.

2. Leave, under A.3. above, must be validated by a written certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by the Employer, the employee must validate, through reasonable means, the enabling family relationship.
3. Leave, under A.4. above, must be validated by a written certification of expert opinion by a qualified, licensed health care provider, describing the work debilitating illness or other work debilitating health related condition and its disabling onset, affect and anticipated duration.
4. Under leave enabling provisions A.3. and 4. above, when the Employer reasonably believes a submitted certification is suspect, in significant degree, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's submitted validation shall result in leave validation. An opinion dissenting from a suspect/faculty validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the leave.
  - a. Referral for a third, binding health care professional's opinion shall be by agreement of the employee selected health care provider and the Employer selected health care provider. Failing agreement, referral shall be by agreement of the employee and the Employer. Failing secondary agreement, referral shall be made by the Employer.
  - b. Both second and third health care provider's opinions shall be arranged and paid for by the Employer.
  - c. Failure by an employee to provide a certification which, on its face, purports to meet the primary validation requirements set out above, shall result in denial of leave and its benefits, and not a second or third opinion, as the original certification is the sole responsibility of the employee as prerequisite to either any leave entitlement or a second or third opinion by a licensed health care provider.



5. While an employee is on Family Leave, pursuant to provisions A.3. or 4. above, the Employer may request and is then entitled to periodic formal updates or recertifications as appropriate to the original certification parameters. The Employer imposed requirement for update or recertification hereunder shall not be unreasonably applied, and the Employer will consider, in good faith, the necessity and frequency of update or revalidation unique to each individual leave based upon the nature and parameters of the original certification and any factual change in individual circumstance.
6. Prior to an employee's return to the university from leave provided pursuant to provision A.4. above, the Employer may request and receive health care provided certification that the employee on leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered to perform the regular, necessary functions of the job. The Employer will cooperate fully with the health care provider in making this assessment by providing, if necessary, a position description and/or through discussion of the dimensions of the position not easily gleaned from such position description.
7. All medical records provided in accordance with policy and consistent with law shall remain confidential with the Employer and within the university, shall remain disclosable only to the Department of Human Resources or those officers of the university with a need to know the certified rationale, including by way of illustration, the President, Senior Vice President for Administration and Treasurer, the General Counsel and the Executive Director of the Office of Legal and Employment Affairs. The employee may choose to disclose the health condition diagnosis to his immediate supervisor or others, in which case the legal confidentiality of the information is waived with respect to such agents to whom such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.

#### **D. Leave Prerequisites**

##### **1. Prerequisite to Family Leave**

- a. An employee must have worked for the university at least one (1) year (365 days) prior to commencement of Leave. However, the time need not be consecutive nor need it be full-time.
- b. An employee must have worked a minimum of 1,000 hours in the year (12 consecutive months) immediately preceding the Leave for leaves under provisions A.1., 2., and 3., above.
- c. An employee must have worked a minimum of 1,250 hours in the year (12 consecutive months) immediately preceding the Leave for leave pursuant to provision A.4., above.



2. The hours prerequisites set out above refer to actual hours worked at the university and do not refer to excused or unexcused absences.

**E. Leave Year**

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

**F. Leave Entitlements**

1. **Compensation** Family Leave is, of itself, an unpaid leave.
  - a. For leave under provisions A.1. & 2. above, an employee will be afforded an option to charge accrued Vacation and/or Administrative Leave for the absence.
  - b. For leave under provisions A.3. and 4. above, an employee will be required to charge any and all accrued Sick Leave, until exhausted, as prerequisite to taking unpaid leave under this policy. Required utilization of paid sick leave accrual does not extend family leave taken pursuant to provision A.3. or otherwise modify those other leaves available to employees of the university. Additionally, an employee may elect to charge accrued vacation and/or administrative leave for leave invoked under these provisions.
  - c. For leave under provision A.4. above, an employee will first have exhausted all accrued sick leave. Following exhaustion of allowable paid leave accruals, the employee will be eligible for unpaid leave of up to twelve (12) weeks consistent with parameters set out in provisions D. and E. above.
  - d. Charged Vacation, Administrative or Sick Leave banked accruals will be in hour for hour increments of time taken to time charged.
2. **Health Benefits** That health benefits coverage in effect and covering the employee immediately prior to leave shall be maintained throughout the period of Family Leave, subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law.
3. **Other Benefits** Other benefits available to employees on leave shall be governed by the provision applicable to the leave. If, for example, the employee is drawing paid Sick Leave while depleting Family Leave, the provisions of Sick Leave Policy not inconsistent with this policy shall govern, while the provisions of unpaid leave policy that are not inconsistent with this policy shall govern an unpaid Family Leave or any portion thereof.



4. **Reinstatement** An employee ready and able to return to his position of employment immediately following exhaustion of Family Leave will be returned to his position or, at the Employer's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any leave (e.g., layoff, termination for just cause).

a. **Key Employee Exception**

- i. Employees of the university who, during a period of Family Leave taken pursuant to A.1., 2., or 3. above, are within the top 5% of the university's employees with respect to gross income paid by the Employer, are "Key Employees" and may be denied Leave as set out above if such leave will, as can be established by the Employer, cause substantial and grievous economic or other organizational harm to the university.
- ii. Employees of the university who, during a period of Family Leave taken under any enabling provision, are within the top 10% of the university's employees with respect to gross income paid by the Employer are also "Key Employees" and may be denied reinstatement as set out above, if such reinstatement will, as can be established by the Employer, cause substantial and grievous economic or other organizational harm to the university.
- iii. Key Employees must be individually noticed by the Employer, prior to taking leave, that they are Key Employees and that leave and/or position restoration may be denied them depending upon their Key Employee status and type of leave desired.
- iv. An employee on leave who, during the leave, becomes a Key Employee or a Key Employee who failed to receive such notice prior to commencement of leave and who would not otherwise be entitled to leave or would not otherwise be reinstated pursuant to this provision, will be notified by the Employer immediately and given an opportunity to immediately return from leave with full restoration to his position prior to denial of further leave or denial of reinstatement.

G. **Definitions**

1. **Child** A child is the biological, adopted or formally placed, foster care child, stepchild or legal ward of the employee requesting leave and under eighteen (18) years of age or eighteen (18) years and over but certifiably incapable of self-care because of mental or physical impairment.



2. **Parent** A parent is the biological or legally recognized parent of a child. For leave pursuant to provision A.3. above, a parent shall include parents-in-law.
3. **Spouse** A spouse is the legally recognized, married partner of the employee requesting leave.
4. **Serious Illness or Health Related Condition** This is defined as an illness, injury or physical or mental impairment that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three (3) days' absence from work and continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that if not treated would likely result in incapacity of more than three (3) days; or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable.
5. **Health Care Provider** A "health care provider" is defined as any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner or psychologist performing within the scope of their licensed practice as defined under law.

#### **H. Jurisdiction**

This Policy applies to all employees recognized as exclusively represented by the Union pursuant to Article I, Recognition, herein and shall be administered consistent with other Employer policies, including collectively negotiated policies, and the law.

### **ARTICLE XI**

#### **SICK LEAVE**

##### **A. Interpretation**

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



**B. Accrual**

New employees shall earn one (1) working day per calendar month to the end of the fiscal year and 1¼ working days or fifteen (15) working days per fiscal year thereafter.

**C. Utilization**

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse is hospitalized due to pregnancy.
2. Accumulated Sick Leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave utilized for bereavement shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Executive Director of the Office of Legal and Employment Affairs.
3. Absences before and after a designated Holiday shall be limited to personal illness. Any application for absences during these periods for reasons other than personal illness shall be subject to approval by the immediate supervisor in advance of the proposed absence.

**D. Authorization and Validation**

1. **Short Term Leave.** Sick Leave pursuant to this provision, of two (2) workweeks or less, is considered a Short Term Leave and shall be authorized and/or validated as follows:
  - a. **Anticipated Leave.** Any proper utilization of Sick Leave anticipated in advance must be requested as far in advance as practicable and approved by the employee's immediate supervisor prior to utilization. Approval will not be unreasonably denied. Examples of Anticipated Leave, by way of illustration but not limitation, include physician appointments, dentist appointments, scheduled surgery and short term care for an ill member of the immediate family. Within a reasonable period of time following utilization of Sick Leave for this purpose, the employee must validate the reason for scheduled Leave by means of written proof that the scheduled purpose for the Sick Leave did occur.
  - b. **Unanticipated Leave.** Utilization of Sick Leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (½) hour after the beginning of the employee's scheduled workday, the employee's supervisor



or by utilizing such method specifically directed by the employees supervisor to notify the Employer of unanticipated Sick Leave.

If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness enabling Sick Leave usage. An employee absent for unanticipated Sick Leave for any and all periods totaling more than ten (10) days in any fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling Sick Leave usage. Sick Leave taken for purposes of bereavement, pursuant to provision C.2. above, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement; however, bereavement utilization of Sick Leave must, upon request, be validated through independent written documentation whether anticipated or unanticipated.

Upon receipt of a specific diagnostic statement from a physician describing a chronic, debilitating illness of an employee, the five (5) and ten (10) day validation requirement shall be waived as a matter of regular course; however, upon reasonable suspicion of abuse or following fifteen (15) days usage of Sick Leave during a fiscal year, the Employer, the Union and employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical re-certification of the chronic illness. Nothing herein shall be deemed, except as specifically stated, to limit management's prerogatives relative to operational determinations including the potentiality for termination of an employee whose legitimate absenteeism is too excessive to continue in active employment.

2. **Long Term Leave**- Sick Leave, pursuant to this provision, of over two (2) workweeks is considered a Long Term Leave and shall be authorized and/or validated as follows:

a. **Anticipated Leave**. An Anticipated Leave must be requested, approved and supported, in advance of utilization, with medical documentation from the employee's physician stating the following:

- i. Nature of illness or injury preventing the employee from working and/or necessitating the absence.
- ii. Prognosis for recovery and anticipated date for return to work.

The Employer may, at its option and expense, direct and secure a second medical opinion from a university selected physician and authorize or refuse the Sick Leave based thereon.



During a leave secured pursuant to this provision, the employee may be required to submit periodic medical progress reports and verification or alteration of the originally anticipated return date secured from the attending physician. The Employer reserves the right, at its own expense, to direct and secure a second opinion from a university selected physician during the Long Term Leave of Absence and continue or reject authorization and utilization of paid Sick Leave based thereon.

No employee may return to active employment with the university unless and until a physician's specific prognosis of the employee's recovery from the disabling aspects of the paid illness or injury is certified by said physician, in writing.

- b. **Unanticipated Leave.** While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling Long Term Leave, the same procedures and reciprocal rights of the Employer and the employee as outlined in D.2.a. above shall apply except that the notification to the Employer must be approved as soon as possible and to the extent possible no later than three (3) days from the occurrence of the enabling event. Approval for a Long Term Leave must then be secured through those procedures outlined in D.2.a. above.

3. **Confidentiality of Records.** All medical reports and diagnosis provided pursuant to this Article shall remain confidential with the centralized Human Resource functions of the Employer, the Office of Legal and Employment Affairs, or its successor, and the President, only.

#### **E. Unused Sick Leave – Retirement**

Subject to the provision of N.J.S.A. 11:4-9 and rules and regulations promulgated thereunder, a full-time employee who enters Retirement, pursuant to the provisions of a State administered or approved retirement system, and has to his 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 ( $\frac{1}{2}$ ) 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 employment prior to the effective date of his Retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of Retirement. It may be deferred by the employee for payment within one (1) year of the effective date of Retirement.



## ARTICLE XII

### OTHER LEAVES OF ABSENCE

#### A. Extraordinary Leave

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

##### 1. Procedure

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

##### 2. Reinstatement

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



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

## **B. Administrative Leave**

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

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

## **C. Court Required Service**

### **1. Jury Duty**

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

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

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



**3. Subpoenaed Service**

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no pecuniary or proprietary interest shall be released with pay from duty to the Employer for that period of time actually required to appear and remain. Released employees called as non-hostile witnesses in a civil or administrative action must make application to the Office of Legal and Employment Affairs for consideration as to whether to allow paid release. Properly released, subpoenaed appearance is otherwise considered as unpaid release by operation of this policy. If and when excused from subpoenaed duty with more than one (1) hour remaining in an employee's regular workday, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the Employer upon request.

**D. Long Term Disability**

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

**ARTICLE XIII**

**MILITARY LEAVE**

Leave for extended military service will be granted in accordance with the requirements of State and Federal law and the reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the re-employment.

**ARTICLE XIV**

**LEAVE FOR UNION ACTIVITY**

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



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

## ARTICLE XV

### WORKERS COMPENSATION

Providing the employee on Workers Compensation endorses checks as payable to the university and gives the Employer all the checks received from Workers Compensation, the Employer shall provide the employee with his regular, normal paycheck for the period of time that accrued Sick Leave, as applied to the differential between regular salary and Workers Compensation, is available but not to exceed six (6) calendar months, during which the employee receives Workers Compensation payments. In all other circumstances, the employee on Workers Compensation shall receive that payment to which they are entitled by law in accordance with regulation and accompanying procedure in effect at the time of eligibility for Workers Compensation.

## ARTICLE XVI

### MATERNITY LEAVE

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

## ARTICLE XVII

### SENIORITY

#### A. Recognition

1. New employees shall serve a probationary period of 180 calendar days during which they may be discharged without recourse to the Grievance Procedure. Effective the 181<sup>st</sup> day of employment, such employee shall be added to the seniority roster with his seniority date effective the date of hire.
2. Seniority is job classification based and restricted to bargaining unit service. Part-time employees in the bargaining unit shall earn seniority service credit at the rate of one-half (½) day of service credit for each day in active employment of less than a full regular shift. Part-time employees who work full daily shifts but not a full five (5) day workweek shall earn seniority service credit on the basis of one (1) day credit for each day worked or on paid, excused leave while in active employment status. Full-time employees in the bargaining unit shall earn seniority service credit at the rate of one (1) day of service credit for each day in active employment or on paid, excused leave from employment but remaining in active employment status.



3. The continuous service record of an employee shall be broken upon termination of employment by voluntary resignation, discharge for just cause, layoff of over eighteen (18) calendar months, retirement, death or voluntary or involuntary transfer from the job classification in which seniority is accrued. In any of such events, seniority status shall be terminated.
4. Every six (6) months, normally in January and July, the Department of Human Resources shall furnish the Union a seniority list showing the continued service of each employee. Additionally, each six (6) months an updated seniority list shall be posted in a conspicuous location in the Physical Plant. Finally, whenever a layoff is planned, an updated seniority list shall be prepared and sent to the Union. A copy of said seniority list shall be made available for inspection to the local Union at any time and upon advance request by the Union to a bargaining unit member. Requests for lists and questions pertaining to seniority shall be forwarded to the Department of Human Resources for compliance herewith.

## **B. Application**

### **1. Layoff**

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



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

## 2. Recall

- a. The recall period shall be for eighteen (18) calendar months from the date of original layoff.



- b. For the period of recall, non-probationary employees laid off from their positions shall be entitled to recall to the job classification within the department from which originally laid off. Additionally, for the period of recall, employees laid off from their positions shall be eligible for probationary recall into any job classification, regardless of department, for which they hold classification recognized seniority, however, for recall to any position, other than the position from which originally laid off, the employee must first be considered qualified to perform in the position to which recall is desired and second must serve a ninety (90) day performance based probationary period, during which time the employee may be discharged without resort to the Grievance Procedure. During said period, if the Employer is not satisfied with the probationary employee's performance but no earlier than sixty (60) days into the probationary period, it will then place such employee on layoff. An employee thus laid off shall remain entitled to recall for the remainder of the recall period but shall not be entitled to bump again unless recalled and he successfully completes the associated probationary period, after which he is again laid off.
- c. Employees laid off, pursuant to this Agreement, shall retain, in addition to the eighteen (18) month recall potential, only, to the extent legally mandated by law, fringe benefit coverage at the employee's expense. The laid off employee shall retain no other contractual employment benefit.
- d. All employees on recall roster must be recalled to their former jobs for reinstatement (or reviewed for recall eligibility to a classification for which they held seniority) prior to the hiring of new employees into such positions.
- e. Employees recalled or offered recall review, pursuant hereto, must accept the position or review within ten (10) calendar days of notice thereof by the Employer or they shall be removed from the recall roster permanently. Notice herein shall be effective three (3) business days following either posted mailing by both certified and regular mail of recall or recall review or by actual personal telephone notification to the subject employee, whichever first occurs.
- f. Employees who have accepted a position with the Employer on recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the recall roster permanently.

### **3. Temporary Positions**

- a. Temporary job openings are defined as classification based position duties needed to be performed periodically in addition to or in substitution for that of full-time bargaining unit positions. The position at its inception is intended as non-permanent. A permanent position opening that is being posted and/or advertised for hire, which is temporarily filled during the posting and advertising period is not a temporary job opening.



- b. A temporary employee shall be defined as one who is hired in a temporary position other than a bargaining unit member who is filling in for another's absence, in accordance with the provisions herein.
- c. Subject to provision B.3.d. below, when and if a temporary position, intended to last a minimum of two (2) weeks, is filled, prior to offering it to a temporary employee at the Employer's discretion, the Employer shall first offer the temporary position, in seniority order, to lower salaried, classified employees considered minimally qualified to temporarily fill the position. Qualifications shall be determined by the Employer. The successful employee filling the vacancy shall be paid at the rate of the job filled and shall return to his position when the temporary position sunsets.
- d. At the Employer's discretion, a bargaining unit member who desires to learn the skills and duties of another classification for which there exists a temporary opening shall be allowed the training opportunity to obtain experience qualifying him for positional promotion in the future. This training opportunity will not be unreasonably applied to the continuous exclusion of provision c. above.
  - i. Training opportunities afforded pursuant to either B.3.c. or B.3.d. or both, above, herein shall be evaluated, in writing, by the Employer and will be submitted to the Employee's official Personnel File. The evaluation will provide critique of performance including area(s) and manner of improvement needed to satisfactorily meet the Employer's standards for excellence in the position. The evaluation will also attest as to whether the trainee has met the standards for excellence set by the Employer. The Employer's determination that a trainee has met that standard shall serve as pre-qualification for promotion into a vacancy, consistent with provision B.3.f. below. Initial determination by the Employer that a bargaining unit member is minimally qualified for temporary training opportunity shall not be construed as equivalent to pre-qualification for promotion based on Employer determined criteria to provide the university with highly qualified trainees for promotional opportunity. The evaluations conducted pursuant hereto, including but not limited to the Employer determined standards for promotion and discretion relative to meeting those standards, is not grievable under any circumstances. Problems in the administration of the program shall, at the request of either the Union or the Employer, be referred to the Labor/Management Committee for consideration as to the efficacy of the program and its application.
- e. All temporary job openings, as defined above, shall be posted internally in accordance with the university policy and procedure. During the posting period, the temporary position may be filled at the Employer's discretion.
- f. If a temporary position is made permanent or if a permanent vacancy arises in the same job classification as that of a temporary employee filling a temporary position, the position, prior to posting for promotional opportunity or advertising for hire,



shall be offered first, in seniority order, to the most senior of such satisfactory temporary employee(s).

- i. If and when such temporary employee is made a regular employee, without any break in service, such employee's date of hire, for seniority purposes and subject to B.3.f.(ii). below, shall be retroactive to his date of hire as a temporary employee.
- ii. If and when such temporary employee is made a regular employee pursuant to the provisions herein, that employee, consistent with the provisions of this Agreement, shall serve a ninety (90) day performance based probationary period of employment in the new bargaining unit position. The Employer may discharge the employee without just cause, however, the discharge must be determined upon a rational basis. That rational basis may be grieved, but not arbitrated. Dues or the Representative Fee, as appropriate, may be deducted from such former temporary employee only following ninety (90) days of total service to the Employer, including the seniority credited temporary service, or upon conversion to regular bargaining unit status, whichever is later.

#### 4. Promotions

- a. Prior to external advertisement of permanent position openings within the bargaining unit, except in those circumstances where the most senior temporary employee in the same job classification as the position opening is changed to regular status, an internal notice of such openings shall be posted for five (5) working days.
- b. During the five (5) day internal posting period, employees of the Employer who wish to apply for the position may do so by submission of a formal, signed statement of application to the Department of Human Resources.
- c. All employee applicants, pre-qualified pursuant to Article XVII, Seniority, B.3.d. above, shall be considered as finalists for the position opening, along with other employees who demonstrate their qualifications to the satisfaction of the Employer. While the Employer is not restricted to filling permanent position openings from only those qualified employees who apply, it shall, in the case of equivalent qualifications among applicants, first award the position opening as a promotion to an internal applicant and among internal applicants it shall first award the position opening to the most senior equivalently qualified applicant.
  - i. Pre-qualification for promotion into a position must be recertified by the Employer each three (3) years or upon significant change in the position for which an employee was previously pre-qualified. Should the Employer determine not to recertify qualification due to significant change in the position or significant length of time since using skills evaluated by the Employer, the Employer shall give reason(s) to the employee not recertified



for promotional opportunity. The only grievable issue, hereunder, shall be whether or not there was provided such reasons and whether such reasons provide rational basis for decertification.

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

**5. Reassignment (for Union Officers and Stewards)**

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

**ARTICLE XVIII**

**GRIEVANCE PROCEDURE**

A. Any member of the negotiating unit may appeal the interpretation, application, or alleged violation of policies or agreements, in writing, affecting him, providing he alleges he 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 rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the Grievance Procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. It is understood, however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration. Time limits, as set out herein, may only be extended by a mutual, written agreement.

**C. Procedure for Handling Grievances**

**1. (Step One)**

A grievant shall first discuss his grievance informally with his immediate supervisor. The grievant may, at his option, be accompanied by the department steward.



2. **(Step Two)**

- a. Within ten (10) workdays of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he is not satisfied through the informal discussion provided for in Step 1, submit, in writing, to the Office of Legal and Employment Affairs (OLEA) the facts of the grievance and the desired adjustment.
- b. The Union shall be notified by the designated hearing officer (Designee) from OLEA 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 its views. The designee, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and, at the option of the Union, his steward, in an effort to resolve the grievance. The designee shall indicate his disposition of the grievance in writing, within seven (7) calendar days of said meeting, to the grievant and the Union.

3. **(Step Three)**

If the grievance is such that no satisfactory solution is reached at this stage, the grievant or the Union shall, within seven (7) calendar days from the date of the disposition by the designee, deliver the grievance to the Office of General Counsel. The General Counsel or his designee shall meet with the grievant and shall dispose of the grievance within twenty (20) calendar days, in writing, to the grievant and the Union.

4. **(Step Four)**

If the grievant remains unsatisfied after Step Three (3) and the alleged grievance involves 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 General Counsel's reply, give proper notice to the New Jersey Public Employment Relations Commission (PERC) with a copy to the Office of General Counsel. Such arbitration proceedings shall be in accordance with the rules and regulations of PERC.

5. The decision of the arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement or any policy of the Employer. The award shall be final and binding on the parties.
6. Fees and expenses of the arbitrator, if such occur, shall be shared equally by the Employer and the Union. Only with prior written agreement of the parties shall any other expense or fee contained in the Grievance Procedure be shared.



D. The Employer will give written notification to the local Union President of grievance hearings, or meetings, beginning with Step Two, for all employees in the bargaining unit. The local Union President shall also be sent copies of all grievance answers.

E. The Union President, or his designee, may request of his supervisor, time during the workday to investigate alleged grievances, as necessary. It is understood that the supervisor shall schedule such release time, providing the work responsibilities of the Union President or his designee and any involved employee are adequately covered and providing further that there is no disruption of work. Such release time shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing.

## ARTICLE XIX

### DISCIPLINE AND DISCHARGE

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

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

B. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular Grievance Procedure.

C. The Employer shall not discharge any non-probationary employee without just cause. Any employee who is suspended or discharged may file a grievance at the Third Step of the Grievance Procedure and the matter shall be handled in accordance with this procedure through the final appeal step, if such is deemed to be necessary by either party.

D. If any employee is to be discharged, he shall be initially suspended for a five (5) workday period with notice to his 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.

## ARTICLE XX

### LABOR/MANAGEMENT COMMITTEE

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

B. Either party to this Agreement may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting. Request by the Union for such a meeting will be made to the Office of Legal and Employment Affairs.

C. A maximum of three (3) employee representatives of the Union may attend such meetings. Employee representatives who attend such meetings, during their scheduled work shift, shall be granted time off to attend without loss of pay.



D. The Committee meetings are not intended to bypass the Grievance Procedure, the normal administrative structure, or to be considered collective negotiating meetings, but are intended as a means of fostering good employee relations through an exchange of views between the parties to this Agreement.

## ARTICLE XXI

### PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees without regard to age, ethnicity, disability, marital status, national origin, race, religion, gender, sexual orientation, veteran status or political affiliation unless otherwise prohibited by applicable law.

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

C. The Employer agrees not to interfere with the right of employees to become members of this unit, and there shall be no discrimination, interference, restraint, or coercion, by either the Employer or any representative of the Union or any Union representative against any employee because of Union membership or lack of membership or because of employee activity or lack of activity in any capacity pertaining to any legal activities of the Union.

D. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion regardless of membership or lack of membership in the Union.

## ARTICLE XXII

### STRIKE LOCKOUT

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

## ARTICLE XXIII

### SALARY PROGRAM AND COMPENSATION

It is agreed that during the term of this Agreement, July 1, 1999 through June 30, 2003, the following salary improvements shall be provided eligible employees in the bargaining unit in keeping with applicable policies and practices and the conditions set forth herein:

#### **A. Salary Increases**

Subject to the State Legislature enacting appropriations of funds for these specific purposes, the Employer agrees to provide the following benefits, effective at the time stated herein or if later within a reasonable time after enactment of the appropriation:



1. There shall be a two and one-half percent (2.5%) across-the-board increase to the base salaries, as of June 30, 1999, of all eligible bargaining unit members effected in the first full pay period of Fiscal Year 2000.

All full-time employees earning less than \$30,000.00 as of June 30, 1999 shall receive a non-base cash bonus based on the differential of the amount of their across-the-board increase (2.5%) and the amount of the across-the-board increase calculated on a base salary of \$30,000.00 and all full-time employees as of June 30, 1999 shall receive a non-base cash bonus of \$450.00. All employees must be on the payroll as of July 1, 1999 to receive the non-base cash bonuses.

2. There shall be a two and one-half percent (2.5%) across-the-board increase to the base salaries, as of June 30, 2000, of all eligible bargaining unit members effected in the first full pay period of Fiscal Year 2001.

All full-time employees earning less than \$30,000.00 as of June 30, 2000 shall receive a non-base cash bonus based on the differential of the amount of their across-the-board increase (2.5%) and the amount of the across-the-board increase calculated on a base salary of \$30,000.00 and all full-time employees as of June 30, 2000 shall receive a non-base cash bonus of \$450.00. All employees must be on the payroll as of July 1, 2000 to receive the non-base cash bonuses.

3. There shall be a two percent (2%) across-the-board increase to the base salaries, as of June 30, 2001, of all eligible bargaining unit members effected in the first full pay period of Fiscal Year 2002. There will be an additional two percent (2%) increase to the base salaries, as of June 30, 2001, of all eligible bargaining unit members, effective the first full pay period after January 1, 2002.

Full-time employees on the active payroll June 30, 2001 and January 1, 2002 who earn less than \$30,000.00 in base salary as of June 30, 2001 shall receive a non-base cash bonus based on the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000.00. These bonus payments will be paid at the end of July 2001 and January 2002 if the employee remains on the payroll on these dates.

4. There shall be a two percent (2%) across-the-board increase to the base salaries, as of June 30, 2002, of all eligible bargaining unit members effected in the first full pay period of Fiscal Year 2003. There will be an additional two and one-half percent (2.5%) increase to the base salaries, as of June 30, 2002, of all eligible bargaining unit members, effective the first full pay period after January 2003.

Full-time employees on the active payroll June 30, 2002 and January 1, 2003 who earn less than \$30,000.00 in base salary as of June 30, 2002, shall receive a non-base cash bonus based on the differential of the amount of their across-the-board increase and the amount of the across-the-board increase calculated on a base salary of \$30,000.00. These bonus payments will be paid at the end of July 2002 and January 2003 if the employee remains on the payroll on these dates.



**B. Compensation Plan Salary Program**

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

1. A salary schedule containing minimum, midpoint and maximum salary rates applicable to each defined salary range in the bargaining unit shall be the exclusive guide for all salaries available and applicable to members of the bargaining unit during the term of this Agreement. This schedule is set out in Appendix A, herein.
2. The minimum salary rate reflects the first year or "hire in" salary for all members of the bargaining unit who are both new to the position and limited in demonstrable expertise and/or experience as adjudged by and in the discretion of the Employer.
3. The midpoint salary rate reflects the maximum first year salary for members of the bargaining unit who have the demonstrable expertise and/or experience that predicts seasoned performance. Upon the filling of a position, the Employer shall determine, in its discretion, from minimum salary to midpoint salary, where to compensate the bargaining unit member.
4. The midpoint salary rate also reflects the second year rate of the job for all technical trades and laboratory staff (set out in Appendix B). This rate is the mandatory rate for those positions incumbents for the thirteenth (13<sup>th</sup>) through thirtieth (30<sup>th</sup>) month of employment in the position.
5. The maximum regular salary rate for all positions shall be paid following successful completion of twelve (12) consecutive months of employment for all positions not identified in Appendix B and thirty (30) consecutive months of employment for all positions identified in Appendix B.
6. A regular system of standardized competency evaluation may be conducted prior to the employee's passage into the next scheduled salary rate of the position's classification. The procedure under which any standardized testing is provided shall be grievable as to its reasonable relation to the position's qualifications.

**C. Uniform Allowance:**

1. Each full-time employee in the bargaining unit, who will have at least one (1) full year of service on July 1, 1999 shall receive a cash uniform maintenance allowance of \$400.00. Each full-time employee in the bargaining unit who will have at least six (6) months of service on or before July 1, 1999 shall receive a cash uniform maintenance allowance of \$200.00.
2. Each full-time employee who will have a full year of service on or before July 1, 2000 shall receive a cash uniform maintenance allowance of \$400.00. Each full-time employee who will have six (6) months of service on or before July 1, 2000 shall receive \$200.00.



3. Each full-time employee who will have a full year of service on or before July 1, 2001 shall receive a cash uniform maintenance allowance of \$400.00. Each full-time employee who will have six (6) months of service on or before July 1, 2001 shall receive \$200.00.
4. Each full-time employee who will have a full year of service on or before July 1, 2002 shall receive a cash uniform maintenance allowance of \$400.00. Each full-time employee who will have six (6) months of service on or before July 1, 2002 shall receive \$200.00.

**D. Shift Bonus:**

1. A one-time cash Bonus payment shall be made in each year of this Agreement, payable in the last pay period in each year in this Agreement, to eligible employees as follows:
  - a. To receive the full bonus the employee must have actually worked at least one hundred and ninety-five (195) second or third shifts in the fiscal year of eligibility (July-June 30).
  - b. The Employee must continue in regular employment status on date of payment in any year for which the employee is eligible.
2. The bonus amount shall be \$240.00 per eligible employee in each year of this Agreement.
3. For purposes of eligibility for payment of the shift bonus only, any shift which begins at or after 2:00 p.m. and before 6:00 a.m. shall be considered a second or third shift.

**ARTICLE XXIV**

**MISCELLANEOUS**

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



D. 1. **Tuition Remission**

The Tuition Remission Program for employees and the Tuition Waiver Plan for the dependent children of employees, approved by the Board of Trustees, are available to members of the bargaining unit.

2. **Fee Remission**

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

E. Job descriptions for AFSCME represented positions shall be provided the Union as such become available. Personnel requisition information pertaining to newly created or recognized AFSCME represented positions may be reviewed by the Union upon prior written request by the Union to the Department of Human Resources.

**ARTICLE XXV**

**SAFETY COMMITTEE**

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



## ARTICLE XXVI

### PARKING

#### A. Program & Fees

Parking Fees shall be charged and collected through payroll deduction for all members of the bargaining unit desiring to park and duly registering his motor vehicle with the Employer according to published Employer regulation, enabling him/her to daily parking privileges on the Employer's premises as follows:

1. **July 1, 1999 through June 30, 2001** (1<sup>st</sup> two (2) years of Agreement)

All parking (except grandpersoned spaces) at all available locations, including the Employer's parking deck, shall be on a first come first serve basis following registration of a bargaining unit member's motor vehicle, entitling him/her to parking privileged at the following rates, and except in the case of promotions and/or reclassifications set once for the two (2) year term, and based on salaries calculated as of July 1, 1999 or, for members of the bargaining unit commencing employment after July 1, 1999, calculated as of the date of initial appointment.

- Base Salary of \$0.....\$26,500.00 pays \$50 per semester
- Base Salary of \$26,500.01.....\$31,800.00 pays \$75 per semester
- Base Salary of \$31,800.01.....\$42,400.00 pays \$100 per semester
- Base Salary of \$42,400.01.....\$53,000.00 pays \$125 per semester
- Base Salary of \$53,000.01.....\$63,600.00 pays \$150 per semester

In the instance where a bargaining unit member is promoted and/or reclassified as to salary range during the initial two (2) year term, the rate shall be reset according to the above table for the next ongoing semester and thereafter frozen from the remainder of the term as set out above unless such bargaining unit member is again promoted and/or reclassified in which case the rate shall be reset and frozen accordingly.

2. **July 1, 2001 through June 30, 2003** (2<sup>nd</sup> Two (2) years of Agreement)

The parking fee schedule methodology and rates set out under provision A.1. above shall continue for the second parking fee term of this Agreement with salaries recalculated and set as of June 30, 2001 or for members of the bargaining unit, commencing employment after July 1, 2001, calculated as of the date of initial appointment.



3. The Parking Fee Table is illustrative of the program schedule and outlines the fee methodology. The Tables are not exhaustive and the program accommodates higher salaried employees according to the incremental methodology outlined above.
4. Fees shall be collected through payroll deduction and spread over the first five (5) consecutive pay periods following registration of a motor vehicle by an employee. There will be no rebates or discounts for partial use during any semester in which a vehicle is registered and therefore entitled to be parked on the Employer's premises.

## ARTICLE XXVII

### EMERGENCY CLOSING POLICY

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

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

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

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

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

1. Physical Plant personnel involved in restoring, readying, and/or ensuring an accessible work environment.
2. University Public Safety Personnel.



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

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

When an employee is otherwise absent from the university in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual of an appropriate benefits bank, and an Emergency Closing is effected on the same day as the pre-approved paid absence, only that time, (on an hour for hour charge, for those eligible for overtime, or a half (1/2) day charge for all others) that the university is open for regular reporting from such individual, had he not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank.

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

In the event of a non-reporting, due to inclement weather or other real impediment making it virtually impossible to report, non-exempt personnel will be charged accrued time on an hour for hour exchange of absence and paid accrual. Exempt personnel shall be charged the nearest half (1/2) day of paid accrual for the absence as rounded to the half (1/2) day.

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

1. The university in good faith will endeavor to form an emergency closing, prioritized, standing "Essential Services Team" prior to the date of any affected closing from which Essential Services Personnel will report to work as regularly scheduled, unless noticed in advance of reporting to the contrary.
2. In forming such team, the university will give priority consideration to volunteers. In the absence of sufficient volunteers the university will select necessary essential services members in inverse seniority order.
3. Failing the effectuation of such team, the provisions set out under Article XXVII, Emergency Closing Policy, above shall govern.



## ARTICLE XXVIII

### HEALTH BENEFITS

#### **A. State Health Benefits Program**

1. The State Health Benefits Program is applicable to employees by this Agreement. Changes, corrections or reinterpretations of the program promulgated by the State shall be incorporated into the Agreement and thereafter be applicable to all employees. Such employees will have the option on the open enrollment dates of selecting one of the following plans: Traditional Indemnity, Managed Care/Point of Service (New Jersey Plus), or an HMO approved by the State Health Benefits Commission. If both spouses are active State employees and eligible to participate in the State Health Benefits Program, the couple may choose only one HMO family policy.
2.
  - a. The Managed Care/Point of Service Plan (New Jersey Plus) shall remain without any premium cost to eligible employees and their eligible dependents during the term of this Agreement.
  - b. Effective July 1, 2000, employees who elect coverage in the Traditional Plan shall pay 25% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The premium cost provisions set forth in the 1995-1999 Agreement for the Traditional Plan shall remain in effect until June 30, 2000.
  - c. Effective July 1, 2000, employees who elect coverage in an approved HMO Plan shall pay 5% of the cost of the premium of that Plan as established by the State Health Benefits Commission. The approved HMO Plans shall remain without any premium cost from July 1, 1999 through June 30, 2000.
3. Active employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be by deductions from pay.
4. Effective January 1, 1996, consistent with law, the State will no longer reimburse active employees or their spouses for Medicare part B premium payments.

#### **B. Retirees Health Insurance**

1. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for State employees and their dependents including the cost of charges under Part B of the Federal Medicare Program for eligible employees and their spouses, but not including survivors, for employees who accrue twenty-five (25) years of pension credit service, as provided under the State plan, by July 1, 1997,



and those employees who retire for disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

2. Those employees who accrue twenty-five (25) years of pension credit service or retire on a disability retirement during the period from July 1, 1997 through June 30, 2000 are eligible to receive the following when they retire:
  - a. Employees in this group who elect to enroll in the Managed Care/Point Service (NJ Plus) or any of the approved HMO Plans shall not have to contribute to the cost of any premium for health insurance coverage.
  - b. Employees in this group who elect to enroll in the Traditional Plan and earn \$40,000 or more in base salary in the year they retire shall pay the difference between the cost of the Traditional Plan and the average of the cost of the State of the Managed Care/Point of Service (NJ Plus) and the approved HMO Plans for health insurance coverage.
  - c. Employees in this group who elect to enroll in the Traditional Plan and earn less than \$40,000 in base salary in the year they retire shall pay 1% of their annual base pay at retirement but not less than \$20.00 a month for health insurance coverage.
  - d. Employees in this group shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee and the employee's spouse.
3. Those employees who accrue twenty-five (25) years of pension credit service or retire on a disability retirement during the period from July 1, 2000 through June 30, 2003 are eligible to receive the following when they retire:
  - a. Employees in this group who elect to enroll in the Managed Care/Point of Service (NJ Plus) or any of the approved HMO Plans in retirement shall not have to contribute to the cost of any premium for health insurance coverage.

**C. Prescription Drug Program**

1. So long as the State continues the Prescription Drug Benefit Program, the Employer shall coordinate its administration during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.



**D. Eye Care Program**

1. It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse and unmarried children under 23 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 glasses with all other conditions for eligibility as in the current plan. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
3. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during each of the two (2) fiscal periods, namely July 1, 1999 to June 30, 2001 and July 1, 2001 to June 30, 2003. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

**E. Dental Care Program**

During the term of this Agreement, full-time employees and their eligible dependents shall continue to be eligible to participate in the Dental Care Program established by the State.

1. Full-time employees and eligible dependents shall be eligible for the State administered Dental Care Program which shall be continued during the life of this Agreement.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected, e.g., individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program, enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Group Dental Program which will provide services through specific dental clinics will be made available to employees in this unit. Participation in this Program shall be voluntary with a condition that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one (1) year period.



Employees will be able to enroll in only one (1) of the two (2) programs or in no program at all.

## ARTICLE XXIX

### DURATION

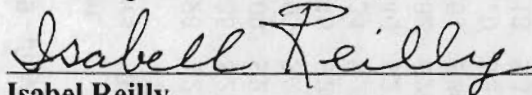
1. This Agreement shall be effective July 1, 1999 and shall terminate as of June 30, 2003. Except as otherwise specified, provisions herein shall become effective upon date of execution.
2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2003, subject to the provisions set forth in Article II, Negotiating Procedure.
3. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between the Employer (New Jersey Institute of Technology) and the Union (New Jersey Council #52, AFSCME, AFL-CIO).

Signed this 10<sup>th</sup> day of July, 2001.

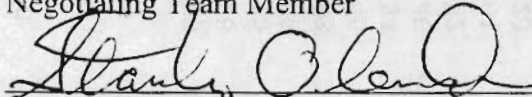
#### FOR THE UNION:




**Mervis Scott**  
Chief Negotiator, Council 52



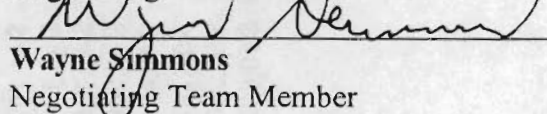
**Isabel Reilly**  
Vice President, Local 2282 and  
Negotiating Team Member



**Stanley Olender**  
Chief Steward, Local 2282 and  
Negotiating Team Member



**Filson K. Doris**  
President, Local 2282 and  
Negotiating Team Member

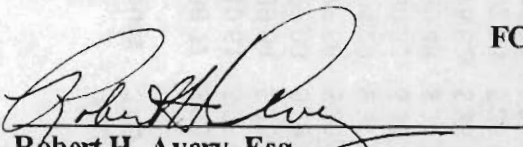


**Wayne Simmons**  
Negotiating Team Member



**Ujima Majed**  
Negotiating Team Member

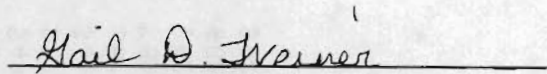
#### FOR THE EMPLOYER:



**Robert H. Avery, Esq.**  
Chief Negotiator



**Serena Branson**  
Negotiating Team Member



**Gail D. Weiner, Esq.**  
Negotiating Team Member



APPENDIX A

Salary Schedule July 11, 1999 - July 8, 2000

Salary Range	40 Hours	Minimum		Midpoint		Maximum	
		37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours	40 Hours
8	\$ 19,807.92	\$ 18,985.83	\$ 18,201.36	\$ 23,373.35	\$ 22,403.28	\$ 21,477.60	\$ 26,938.77
9	\$ 20,669.56	\$ 19,807.92	\$ 18,985.83	\$ 24,390.09	\$ 23,373.35	\$ 22,403.28	\$ 28,110.61
10	\$ 21,572.82	\$ 20,669.56	\$ 19,807.92	\$ 25,455.93	\$ 24,390.09	\$ 23,373.35	\$ 29,339.04
11	\$ 22,519.87	\$ 21,572.82	\$ 20,669.57	\$ 26,573.45	\$ 25,455.93	\$ 24,390.09	\$ 30,627.03
12	\$ 23,513.00	\$ 22,519.87	\$ 21,572.83	\$ 27,745.34	\$ 26,573.45	\$ 25,455.93	\$ 31,977.68
13	\$ 24,554.62	\$ 23,512.99	\$ 22,519.87	\$ 28,974.46	\$ 27,745.34	\$ 26,573.45	\$ 33,394.29
14	\$ 25,647.30	\$ 24,554.62	\$ 23,513.00	\$ 30,263.82	\$ 28,974.46	\$ 27,745.34	\$ 34,880.33
15	\$ 26,793.74	\$ 25,647.30	\$ 24,554.62	\$ 31,616.61	\$ 30,263.82	\$ 28,974.46	\$ 36,439.48
16	\$ 27,996.78	\$ 26,793.73	\$ 25,647.31	\$ 33,036.20	\$ 31,616.61	\$ 30,263.82	\$ 38,075.62
17	\$ 29,259.43	\$ 27,996.77	\$ 26,793.74	\$ 34,526.13	\$ 33,036.20	\$ 31,616.61	\$ 39,792.83
18	\$ 30,584.88	\$ 29,259.43	\$ 27,996.78	\$ 36,090.16	\$ 34,526.13	\$ 33,036.20	\$ 41,595.44
19	\$ 31,976.50	\$ 30,584.88	\$ 29,259.43	\$ 37,732.27	\$ 36,090.16	\$ 34,526.13	\$ 43,488.04
20	\$ 33,437.82	\$ 31,976.49	\$ 30,584.89	\$ 39,456.63	\$ 37,732.27	\$ 36,090.16	\$ 45,475.44
21	\$ 34,972.62	\$ 33,437.82	\$ 31,976.50	\$ 41,267.69	\$ 39,456.63	\$ 37,732.27	\$ 47,562.76
22	\$ 36,584.86	\$ 34,972.61	\$ 33,437.82	\$ 43,170.13	\$ 41,267.69	\$ 39,456.63	\$ 49,755.41
23	\$ 38,278.74	\$ 36,584.85	\$ 34,972.62	\$ 45,168.91	\$ 43,170.13	\$ 41,267.69	\$ 52,059.08
24	\$ 40,058.70	\$ 38,278.73	\$ 36,584.86	\$ 47,269.26	\$ 45,168.91	\$ 43,170.13	\$ 54,479.83
25	\$ 41,929.44	\$ 40,058.69	\$ 38,278.74	\$ 49,476.74	\$ 47,269.26	\$ 45,168.91	\$ 57,024.04
26	\$ 43,895.93	\$ 41,929.43	\$ 40,058.70	\$ 51,797.20	\$ 49,476.74	\$ 47,269.26	\$ 59,698.46
27	\$ 45,963.43	\$ 43,895.92	\$ 41,929.44	\$ 54,236.84	\$ 51,797.20	\$ 49,476.74	\$ 62,510.26
28	\$ 48,137.50	\$ 45,963.42	\$ 43,895.93	\$ 56,802.25	\$ 54,236.84	\$ 51,797.20	\$ 65,467.00
29	\$ 50,424.03	\$ 48,137.49	\$ 45,963.43	\$ 59,500.35	\$ 56,802.25	\$ 54,236.84	\$ 68,576.68
30	\$ 52,829.25	\$ 50,424.02	\$ 48,137.50	\$ 62,338.52	\$ 59,500.35	\$ 56,802.25	\$ 71,847.79



APPENDIX A

Salary Schedule July 9, 2000 - July 7, 2001

Salary Range	40 Hours	Minimum			Midpoint			Maximum		
		37.5 Hours	35 Hours	30 Hours	40 Hours	37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours
8	\$ 20,303.12	\$ 19,460.47	\$ 18,656.39	\$ 17,852.31	\$ 23,957.68	\$ 22,963.36	\$ 22,014.54	\$ 27,612.24	\$ 26,466.25	\$ 25,372.69
9	\$ 21,186.30	\$ 20,303.11	\$ 19,460.48	\$ 18,656.39	\$ 24,999.84	\$ 23,957.68	\$ 22,963.36	\$ 28,813.37	\$ 27,612.24	\$ 26,466.25
10	\$ 22,112.15	\$ 21,186.30	\$ 20,303.12	\$ 19,460.48	\$ 26,092.33	\$ 24,999.84	\$ 23,957.68	\$ 30,072.52	\$ 28,813.37	\$ 27,612.24
11	\$ 23,082.87	\$ 22,112.14	\$ 21,186.30	\$ 20,303.12	\$ 27,237.78	\$ 26,092.33	\$ 24,999.84	\$ 31,392.70	\$ 30,072.52	\$ 28,813.37
12	\$ 24,100.82	\$ 23,082.86	\$ 22,112.15	\$ 21,186.30	\$ 28,438.97	\$ 27,237.78	\$ 26,092.33	\$ 32,777.12	\$ 31,392.70	\$ 30,072.52
13	\$ 25,168.49	\$ 24,100.82	\$ 23,082.87	\$ 22,112.15	\$ 29,698.82	\$ 28,438.97	\$ 27,237.78	\$ 34,229.15	\$ 32,777.12	\$ 31,392.70
14	\$ 26,288.49	\$ 25,168.48	\$ 24,100.82	\$ 23,082.87	\$ 31,020.41	\$ 29,698.82	\$ 28,438.97	\$ 35,752.34	\$ 34,229.15	\$ 32,777.12
15	\$ 27,463.58	\$ 26,288.48	\$ 25,168.49	\$ 24,100.82	\$ 32,407.03	\$ 31,020.41	\$ 29,698.82	\$ 37,350.47	\$ 35,752.34	\$ 34,229.15
16	\$ 28,696.70	\$ 27,463.58	\$ 26,288.49	\$ 25,168.49	\$ 33,862.10	\$ 32,407.03	\$ 31,020.41	\$ 39,027.51	\$ 37,350.47	\$ 35,752.34
17	\$ 29,990.92	\$ 28,696.69	\$ 27,463.58	\$ 26,288.49	\$ 35,389.28	\$ 33,862.10	\$ 32,407.03	\$ 40,787.65	\$ 39,027.51	\$ 37,350.47
18	\$ 31,349.51	\$ 29,990.91	\$ 28,696.70	\$ 27,463.58	\$ 36,992.42	\$ 35,389.28	\$ 33,862.10	\$ 42,635.33	\$ 40,787.65	\$ 39,027.51
19	\$ 32,775.91	\$ 31,349.50	\$ 29,990.92	\$ 28,696.70	\$ 38,675.57	\$ 36,992.42	\$ 35,389.28	\$ 44,575.24	\$ 42,635.33	\$ 40,787.65
20	\$ 34,273.77	\$ 32,775.90	\$ 31,349.51	\$ 29,990.92	\$ 40,443.05	\$ 38,675.57	\$ 36,992.42	\$ 46,612.33	\$ 44,575.24	\$ 42,635.33
21	\$ 35,846.93	\$ 34,273.76	\$ 32,775.91	\$ 31,349.51	\$ 42,299.38	\$ 40,443.05	\$ 38,675.57	\$ 48,751.83	\$ 46,612.33	\$ 44,575.24
22	\$ 37,499.48	\$ 35,846.93	\$ 34,273.77	\$ 32,775.91	\$ 44,249.38	\$ 42,299.38	\$ 40,443.05	\$ 50,999.29	\$ 48,751.83	\$ 46,612.33
23	\$ 39,235.70	\$ 37,499.47	\$ 35,846.94	\$ 34,273.77	\$ 46,298.13	\$ 44,249.38	\$ 42,299.38	\$ 53,360.56	\$ 50,999.29	\$ 48,751.83
24	\$ 41,060.16	\$ 39,235.69	\$ 37,499.48	\$ 35,846.94	\$ 48,450.99	\$ 46,298.13	\$ 44,249.38	\$ 55,841.82	\$ 53,360.56	\$ 50,999.29
25	\$ 42,977.67	\$ 41,060.15	\$ 39,235.70	\$ 37,499.48	\$ 50,713.66	\$ 48,450.99	\$ 46,298.13	\$ 58,449.64	\$ 55,841.82	\$ 53,360.56
26	\$ 44,993.33	\$ 42,977.66	\$ 41,060.17	\$ 39,235.70	\$ 53,092.13	\$ 50,713.66	\$ 48,450.99	\$ 61,190.92	\$ 58,449.64	\$ 55,841.82
27	\$ 47,112.51	\$ 44,993.32	\$ 42,977.67	\$ 41,060.17	\$ 55,592.76	\$ 53,092.13	\$ 50,713.66	\$ 64,073.02	\$ 61,190.92	\$ 58,449.64
28	\$ 49,340.93	\$ 47,112.50	\$ 44,993.33	\$ 42,977.67	\$ 58,222.30	\$ 55,592.76	\$ 53,092.13	\$ 67,103.67	\$ 64,073.02	\$ 61,190.92
29	\$ 51,684.63	\$ 49,340.92	\$ 47,112.51	\$ 44,993.33	\$ 60,987.86	\$ 58,222.30	\$ 55,592.76	\$ 70,291.09	\$ 67,103.67	\$ 64,073.02
30	\$ 54,149.99	\$ 51,684.62	\$ 49,340.94	\$ 47,112.51	\$ 63,896.98	\$ 60,987.86	\$ 58,222.30	\$ 73,643.98	\$ 70,291.09	\$ 67,103.67



APPENDIX A

Salary Schedule July 8, 2001 - January 5, 2002

Salary Range	40 Hours	Midpoint			Maximum				
		37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours			
8	\$ 20,709.18	\$ 19,849.68	\$ 19,029.52	\$ 24,436.83	\$ 23,422.63	\$ 22,454.83	\$ 28,164.49	\$ 26,995.57	\$ 25,880.14
9	\$ 21,610.03	\$ 20,709.18	\$ 19,849.69	\$ 25,499.84	\$ 24,436.83	\$ 23,422.63	\$ 29,389.64	\$ 28,164.49	\$ 26,995.57
10	\$ 22,554.39	\$ 21,610.02	\$ 20,709.18	\$ 26,614.18	\$ 25,499.84	\$ 24,436.83	\$ 30,673.97	\$ 29,389.64	\$ 28,164.49
11	\$ 23,544.53	\$ 22,554.38	\$ 21,610.03	\$ 27,782.54	\$ 26,614.18	\$ 25,499.84	\$ 32,020.55	\$ 30,673.97	\$ 29,389.64
12	\$ 24,582.84	\$ 23,544.52	\$ 22,554.39	\$ 29,007.75	\$ 27,782.54	\$ 26,614.18	\$ 33,432.66	\$ 32,020.55	\$ 30,673.97
13	\$ 25,671.86	\$ 24,582.83	\$ 23,544.53	\$ 30,292.79	\$ 29,007.75	\$ 27,782.54	\$ 34,913.73	\$ 33,432.66	\$ 32,020.55
14	\$ 26,814.26	\$ 25,671.85	\$ 24,582.84	\$ 31,640.82	\$ 30,292.79	\$ 29,007.75	\$ 36,467.39	\$ 34,913.73	\$ 33,432.66
15	\$ 28,012.85	\$ 26,814.25	\$ 25,671.86	\$ 33,055.17	\$ 31,640.82	\$ 30,292.79	\$ 38,097.48	\$ 36,467.39	\$ 34,913.73
16	\$ 29,270.63	\$ 28,012.85	\$ 26,814.26	\$ 34,539.34	\$ 33,055.17	\$ 31,640.82	\$ 39,808.06	\$ 38,097.48	\$ 36,467.39
17	\$ 30,590.74	\$ 29,270.62	\$ 28,012.85	\$ 36,097.07	\$ 34,539.34	\$ 33,055.17	\$ 41,603.40	\$ 39,808.06	\$ 38,097.48
18	\$ 31,976.50	\$ 30,590.73	\$ 29,270.63	\$ 37,732.27	\$ 36,097.07	\$ 34,539.34	\$ 43,488.04	\$ 41,603.40	\$ 39,808.06
19	\$ 33,431.43	\$ 31,976.49	\$ 30,590.74	\$ 39,449.08	\$ 37,732.27	\$ 36,097.07	\$ 45,466.74	\$ 43,488.04	\$ 41,603.40
20	\$ 34,959.24	\$ 33,431.42	\$ 31,976.50	\$ 41,251.91	\$ 39,449.08	\$ 37,732.27	\$ 47,544.57	\$ 45,466.74	\$ 43,488.04
21	\$ 36,563.87	\$ 34,959.24	\$ 33,431.43	\$ 43,145.37	\$ 41,251.91	\$ 39,449.08	\$ 49,726.87	\$ 47,544.57	\$ 45,466.74
22	\$ 38,249.47	\$ 36,563.86	\$ 34,959.24	\$ 45,134.37	\$ 43,145.37	\$ 41,251.91	\$ 52,019.28	\$ 49,726.87	\$ 47,544.57
23	\$ 40,020.42	\$ 38,249.46	\$ 36,563.87	\$ 47,224.09	\$ 45,134.37	\$ 43,145.37	\$ 54,427.77	\$ 52,019.28	\$ 49,726.87
24	\$ 41,881.37	\$ 40,020.41	\$ 38,249.47	\$ 49,420.01	\$ 47,224.09	\$ 45,134.37	\$ 56,958.66	\$ 54,427.77	\$ 52,019.28
25	\$ 43,837.23	\$ 41,881.36	\$ 40,020.42	\$ 51,727.93	\$ 49,420.01	\$ 47,224.09	\$ 59,618.63	\$ 56,958.66	\$ 54,427.77
26	\$ 45,893.19	\$ 43,837.22	\$ 41,881.37	\$ 54,153.97	\$ 51,727.93	\$ 49,420.01	\$ 62,414.74	\$ 59,618.63	\$ 56,958.66
27	\$ 48,054.76	\$ 45,893.18	\$ 43,837.23	\$ 56,704.62	\$ 54,153.97	\$ 51,727.93	\$ 65,354.48	\$ 62,414.74	\$ 59,618.63
28	\$ 50,327.75	\$ 48,054.75	\$ 45,893.19	\$ 59,386.75	\$ 56,704.62	\$ 54,153.97	\$ 68,445.74	\$ 65,354.48	\$ 62,414.74
29	\$ 52,718.32	\$ 50,327.74	\$ 48,054.76	\$ 62,207.62	\$ 59,386.75	\$ 56,704.62	\$ 71,696.92	\$ 68,445.74	\$ 65,354.48
30	\$ 55,232.99	\$ 52,718.31	\$ 50,327.75	\$ 65,174.92	\$ 62,207.62	\$ 59,386.75	\$ 75,116.86	\$ 71,696.92	\$ 68,445.74



APPENDIX A

Salary Schedule January 6, 2002 - July 6, 2002

Salary Range	40 Hours	Minimum		Midpoint			Maximum		
		37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours
8	\$ 21,115.24	\$ 20,238.89	\$ 19,402.64	\$ 24,915.99	\$ 23,881.89	\$ 22,895.12	\$ 28,716.73	\$ 27,524.90	\$ 26,387.60
9	\$ 22,033.76	\$ 21,115.24	\$ 20,238.90	\$ 25,999.83	\$ 24,915.99	\$ 23,881.89	\$ 29,965.91	\$ 28,716.73	\$ 27,524.90
10	\$ 22,996.63	\$ 22,033.75	\$ 21,115.24	\$ 27,136.02	\$ 25,999.83	\$ 24,915.99	\$ 31,275.42	\$ 29,965.91	\$ 28,716.73
11	\$ 24,006.18	\$ 22,996.63	\$ 22,033.76	\$ 28,327.30	\$ 27,136.02	\$ 25,999.83	\$ 32,648.41	\$ 31,275.42	\$ 29,965.91
12	\$ 25,064.86	\$ 24,006.18	\$ 22,996.63	\$ 29,576.53	\$ 28,327.30	\$ 27,136.02	\$ 34,088.20	\$ 32,648.41	\$ 31,275.42
13	\$ 26,175.23	\$ 25,064.85	\$ 24,006.18	\$ 30,886.77	\$ 29,576.53	\$ 28,327.30	\$ 35,598.31	\$ 34,088.20	\$ 32,648.41
14	\$ 27,340.03	\$ 26,175.22	\$ 25,064.86	\$ 32,261.23	\$ 30,886.77	\$ 29,576.53	\$ 37,182.44	\$ 35,598.31	\$ 34,088.20
15	\$ 28,562.13	\$ 27,340.02	\$ 26,175.23	\$ 33,703.31	\$ 32,261.23	\$ 30,886.77	\$ 38,844.49	\$ 37,182.44	\$ 35,598.31
16	\$ 29,844.57	\$ 28,562.12	\$ 27,340.03	\$ 35,216.59	\$ 33,703.31	\$ 32,261.23	\$ 40,588.61	\$ 38,844.49	\$ 37,182.44
17	\$ 31,190.55	\$ 29,844.56	\$ 28,562.13	\$ 36,804.85	\$ 35,216.59	\$ 33,703.31	\$ 42,419.15	\$ 40,588.61	\$ 38,844.49
18	\$ 32,603.49	\$ 31,190.55	\$ 29,844.57	\$ 38,472.11	\$ 36,804.85	\$ 35,216.59	\$ 44,340.74	\$ 42,419.15	\$ 40,588.61
19	\$ 34,086.95	\$ 32,603.48	\$ 31,190.56	\$ 40,222.60	\$ 38,472.11	\$ 36,804.85	\$ 46,358.25	\$ 44,340.74	\$ 42,419.15
20	\$ 35,644.72	\$ 34,086.94	\$ 32,603.49	\$ 42,060.77	\$ 40,222.60	\$ 38,472.11	\$ 48,476.82	\$ 46,358.25	\$ 44,340.74
21	\$ 37,280.81	\$ 35,644.71	\$ 34,086.95	\$ 43,991.36	\$ 42,060.77	\$ 40,222.60	\$ 50,701.90	\$ 48,476.82	\$ 46,358.25
22	\$ 38,999.46	\$ 37,280.80	\$ 35,644.72	\$ 46,019.36	\$ 43,991.36	\$ 42,060.77	\$ 53,039.26	\$ 50,701.90	\$ 48,476.82
23	\$ 40,805.13	\$ 38,999.45	\$ 37,280.81	\$ 48,150.06	\$ 46,019.36	\$ 43,991.36	\$ 55,494.98	\$ 53,039.26	\$ 50,701.90
24	\$ 42,702.57	\$ 40,805.12	\$ 38,999.46	\$ 50,389.03	\$ 48,150.06	\$ 46,019.36	\$ 58,075.50	\$ 55,494.98	\$ 53,039.26
25	\$ 44,696.78	\$ 42,702.56	\$ 40,805.13	\$ 52,742.20	\$ 50,389.03	\$ 48,150.06	\$ 60,787.62	\$ 58,075.50	\$ 55,494.98
26	\$ 46,793.06	\$ 44,696.77	\$ 42,702.57	\$ 55,215.81	\$ 52,742.20	\$ 50,389.03	\$ 63,638.56	\$ 60,787.62	\$ 58,075.50
27	\$ 48,997.01	\$ 46,793.05	\$ 44,696.78	\$ 57,816.48	\$ 55,215.81	\$ 52,742.20	\$ 66,635.94	\$ 63,638.56	\$ 60,787.62
28	\$ 51,314.57	\$ 48,997.00	\$ 46,793.06	\$ 60,551.19	\$ 57,816.48	\$ 55,215.81	\$ 69,787.82	\$ 66,635.94	\$ 63,638.56
29	\$ 53,752.01	\$ 51,314.56	\$ 48,997.01	\$ 63,427.38	\$ 60,551.19	\$ 57,816.48	\$ 73,102.74	\$ 69,787.82	\$ 66,635.94
30	\$ 56,315.98	\$ 53,752.00	\$ 51,314.57	\$ 66,452.86	\$ 63,427.38	\$ 60,551.19	\$ 76,589.74	\$ 73,102.74	\$ 69,787.82



APPENDIX A

Salary Schedule July 7, 2002 - January 4, 2003

Salary Range	40 Hours	Minimum		Midpoint			Maximum		
		37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours	40 Hours	37.5 Hours	35 Hours
8	\$ 21,537.55	\$ 20,643.67	\$ 19,790.70	\$ 25,414.31	\$ 24,359.53	\$ 23,353.02	\$ 29,291.06	\$ 28,075.39	\$ 26,915.35
9	\$ 22,474.43	\$ 21,537.54	\$ 20,643.68	\$ 26,519.83	\$ 25,414.31	\$ 24,359.53	\$ 30,565.23	\$ 29,291.06	\$ 28,075.39
10	\$ 23,456.56	\$ 22,474.43	\$ 21,537.55	\$ 27,678.74	\$ 26,519.83	\$ 25,414.31	\$ 31,900.93	\$ 30,565.23	\$ 29,291.06
11	\$ 24,486.31	\$ 23,456.56	\$ 22,474.43	\$ 28,893.84	\$ 27,678.74	\$ 26,519.83	\$ 33,301.38	\$ 31,900.93	\$ 30,565.23
12	\$ 25,566.15	\$ 24,486.30	\$ 23,456.56	\$ 30,168.06	\$ 28,893.84	\$ 27,678.74	\$ 34,769.97	\$ 33,301.38	\$ 31,900.93
13	\$ 26,698.73	\$ 25,566.15	\$ 24,486.31	\$ 31,504.51	\$ 30,168.06	\$ 28,893.84	\$ 36,310.28	\$ 34,769.97	\$ 33,301.38
14	\$ 27,886.83	\$ 26,698.73	\$ 25,566.15	\$ 32,906.46	\$ 31,504.51	\$ 30,168.06	\$ 37,926.08	\$ 36,310.28	\$ 34,769.97
15	\$ 29,133.37	\$ 27,886.82	\$ 26,698.73	\$ 34,377.37	\$ 32,906.46	\$ 31,504.51	\$ 39,621.38	\$ 37,926.08	\$ 36,310.28
16	\$ 30,441.46	\$ 29,133.36	\$ 27,886.83	\$ 35,920.92	\$ 34,377.37	\$ 32,906.46	\$ 41,400.38	\$ 39,621.38	\$ 37,926.08
17	\$ 31,814.37	\$ 30,441.45	\$ 29,133.37	\$ 37,540.95	\$ 35,920.92	\$ 34,377.37	\$ 43,267.54	\$ 41,400.38	\$ 39,621.38
18	\$ 33,255.56	\$ 31,814.36	\$ 30,441.46	\$ 39,241.56	\$ 37,540.95	\$ 35,920.92	\$ 45,227.56	\$ 43,267.54	\$ 41,400.38
19	\$ 34,768.68	\$ 33,255.55	\$ 31,814.37	\$ 41,027.05	\$ 39,241.56	\$ 37,540.95	\$ 47,285.41	\$ 45,227.56	\$ 43,267.54
20	\$ 36,357.61	\$ 34,768.68	\$ 33,255.56	\$ 42,901.98	\$ 41,027.05	\$ 39,241.56	\$ 49,446.35	\$ 47,285.41	\$ 45,227.56
21	\$ 38,026.43	\$ 36,357.61	\$ 34,768.69	\$ 44,871.19	\$ 42,901.98	\$ 41,027.05	\$ 51,715.94	\$ 49,446.35	\$ 47,285.41
22	\$ 39,779.45	\$ 38,026.42	\$ 36,357.61	\$ 46,939.75	\$ 44,871.19	\$ 42,901.98	\$ 54,100.05	\$ 51,715.94	\$ 49,446.35
23	\$ 41,621.23	\$ 39,779.44	\$ 38,026.43	\$ 49,113.06	\$ 46,939.75	\$ 44,871.19	\$ 56,604.88	\$ 54,100.05	\$ 51,715.94
24	\$ 43,556.62	\$ 41,621.23	\$ 39,779.45	\$ 51,396.81	\$ 49,113.06	\$ 46,939.75	\$ 59,237.01	\$ 56,604.88	\$ 54,100.05
25	\$ 45,590.72	\$ 43,556.61	\$ 41,621.24	\$ 53,797.05	\$ 51,396.81	\$ 49,113.06	\$ 62,003.37	\$ 59,237.01	\$ 56,604.88
26	\$ 47,728.92	\$ 45,590.71	\$ 43,556.62	\$ 56,320.13	\$ 53,797.05	\$ 51,396.81	\$ 64,911.33	\$ 62,003.37	\$ 59,237.01
27	\$ 49,976.95	\$ 47,728.91	\$ 45,590.72	\$ 58,972.80	\$ 56,320.13	\$ 53,797.05	\$ 67,968.66	\$ 64,911.33	\$ 62,003.37
28	\$ 52,340.86	\$ 49,976.94	\$ 47,728.92	\$ 61,762.22	\$ 58,972.80	\$ 56,320.13	\$ 71,183.57	\$ 67,968.66	\$ 64,911.33
29	\$ 54,827.05	\$ 52,340.85	\$ 49,976.95	\$ 64,695.92	\$ 61,762.22	\$ 58,972.80	\$ 74,564.79	\$ 71,183.57	\$ 67,968.66
30	\$ 57,442.30	\$ 54,827.04	\$ 52,340.86	\$ 67,781.92	\$ 64,695.92	\$ 61,762.22	\$ 78,121.53	\$ 74,564.79	\$ 71,183.57



APPENDIX A

Salary Schedule January 5, 2003 - June 30, 2003

Salary Range	Minimum		Midpoint		Maximum	
	40 Hours	37.5 Hours	40 Hours	37.5 Hours	40 Hours	37.5 Hours
8	\$22,065.43	\$21,149.64	\$26,037.21	\$24,956.58	\$30,008.98	\$28,763.52
9	\$23,025.27	\$22,065.42	\$27,169.82	\$26,037.21	\$31,314.37	\$30,008.98
10	\$24,031.48	\$23,025.27	\$28,357.15	\$27,169.82	\$32,682.81	\$31,314.37
11	\$25,086.46	\$24,031.47	\$29,602.02	\$28,357.15	\$34,117.59	\$32,682.81
12	\$26,192.77	\$25,086.46	\$30,907.47	\$29,602.02	\$35,622.17	\$34,117.59
13	\$27,353.11	\$26,192.77	\$32,276.67	\$30,907.47	\$37,200.24	\$35,622.17
14	\$28,570.33	\$27,353.11	\$33,712.99	\$32,276.67	\$38,855.65	\$37,200.24
15	\$29,847.42	\$28,570.32	\$35,219.96	\$33,712.99	\$40,592.49	\$38,855.65
16	\$31,187.57	\$29,847.41	\$36,801.33	\$35,219.96	\$42,415.10	\$40,592.49
17	\$32,594.13	\$31,187.56	\$38,461.07	\$36,801.33	\$44,328.02	\$42,415.10
18	\$34,070.64	\$32,594.12	\$40,203.36	\$38,461.07	\$46,336.08	\$44,328.02
19	\$35,620.86	\$34,070.64	\$42,032.61	\$40,203.36	\$48,444.37	\$46,336.08
20	\$37,248.73	\$35,620.85	\$43,953.50	\$42,032.61	\$50,658.27	\$48,444.37
21	\$38,958.45	\$37,248.72	\$45,970.97	\$43,953.50	\$52,983.49	\$50,658.27
22	\$40,754.43	\$38,958.44	\$48,090.23	\$45,970.97	\$55,426.03	\$52,983.49
23	\$42,641.36	\$40,754.42	\$50,316.81	\$48,090.23	\$57,992.25	\$55,426.03
24	\$44,624.19	\$42,641.35	\$52,656.54	\$50,316.81	\$60,688.89	\$57,992.25
25	\$46,708.14	\$44,624.18	\$55,115.60	\$52,656.54	\$63,523.06	\$60,688.89
26	\$48,898.75	\$46,708.13	\$57,700.52	\$55,115.60	\$66,502.30	\$63,523.06
27	\$51,201.88	\$48,898.74	\$60,418.22	\$57,700.52	\$69,634.55	\$66,502.30
28	\$53,623.73	\$51,201.87	\$63,276.00	\$60,418.22	\$72,928.27	\$69,634.55
29	\$56,170.85	\$53,623.71	\$66,281.61	\$63,276.00	\$76,392.36	\$72,928.27
30	\$58,850.20	\$56,170.84	\$69,443.24	\$66,281.61	\$80,036.28	\$76,392.36



**APPENDIX B  
TECHNICAL TRADES AND LABORATORY STAFF ROSTER**

	<i>Job Title</i>	<i>Range</i>
1.	Carpenter	16
2.	Carpenter Foreperson	19
3.	Chief Electronics Technician	22
4.	Chief Operating Engineer	19
5.	Chief Research Lab Machinist	22
6.	Electrician Foreperson	19
7.	Electrician	16
8.	Electronics Technician	18
9.	Experimental Machinist	21
10.	Instrumentation Specialist	21
11.	Lab Mechanic	15
12.	Lab Supervisor	20
13.	Locksmith Foreperson	19
14.	Maintenance Mechanic/Locksmith	16
15.	Mechanic - HVAC	16
16.	Painter	16
17.	Plumber Foreperson	19
18.	Principal Lab Technician	19
19.	Recreation Area Foreperson	9
20.	Research Technician	21
21.	Senior Lab Service Worker	9
22.	Senior Lab Technician	16
23.	Sr Recreation Equipment Specialist	13

NOTE: THE ABOVE IS SUBJECT TO CHANGE BASED ON EMPLOYER POSITION ROSTER PEROGATIVE.