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AGREEMENT

July 1, 1989 - June 30, 1992

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



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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, departmental technical staff, food service workers and special service 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 inclusion of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Agreement unless the substance of the provisions describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for such programs or coverage under provisions of this Agreement, appropriate prorations will be made in accord with their part-time status.

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.

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. On or before November 1, the Employer shall meet with the Union for the purpose of negotiating in good faith a mutually acceptable Agreement.

B. The Institute agrees that any existing 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 decision of the court shall only apply to the specific Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to meet 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 to this Agreement, shall supercede or vary the provisions herein.

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

ARTICLE IV

DUES DEDUCTION

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52:14-15 9 e, as amended) the Employer agrees to deduct from each paycheck the Union 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 of each year provided the notice of withdrawal has been filed timely.

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

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

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

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

G. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in (b) below, all eligible 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, 1992. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If, at the signing of this Contract, the above percentage has not been achieved, the agency fee plan will 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, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to the affected employees.

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

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Employer, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with IV. C. 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 benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

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

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

The Employer shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of 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, only shall be available to the Union if the procedures hereafter are maintained by the Union.

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

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidently 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-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 arises from deductions made by the Employer in accordance with this provision. The Employer shall not be held liable to the Union for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly 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 exper-

tise 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 Institute is normally open providing they first report to the Personnel Office in order that the department which they wish to visit can be notified and they do not interfere or interrupt normal Institute 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 work week shall consist of five (5) consecutive eight hour days.

B. All employees shall be scheduled to work on a regular workshift and each workshift 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, work days, 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 and the Union.

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.

D. All employees' work schedules shall provide for a 15 - minute rest period during each one-half shift. The rest period shall normally be scheduled near the middle of each one-half 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 or more of the new shift, shall receive a 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 class are scheduled shall not constitute hours worked for overtime payment.

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

G. Except for 37-1/2 hours per week employees, whose lunch shall be thirty (30) minutes, a lunch period shall be sixty (60) consecutive minutes as scheduled by the employee's supervisor, but may be less if mutually agreed upon.

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 pertaining to payment of overtime compensation.

ARTICLE VII

HOLIDAYS

A. The regular paid holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and four (4) days designated by the Employer. In addition, members of the bargaining unit shall receive two (2) additional "floating" holidays during any one school year, provided such "floating" holidays shall be taken at a time agreeable to the supervisor.

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.

B. 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.

C. 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. If an employee works on any of the days designated by the Employer as a paid holiday, he shall be paid the following premium rates in addition to his holiday pay:

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

D. 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.

ARTICLE VIII

RATE OF PAY

A. Time and one-half 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 8 hours in any work

day or in excess of any regular scheduled work day shift.

2. All work performed in excess of 40 hours in any work week.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work 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 hours pay at overtime rate of time and one-half for call back work.

B. Any employee who is scheduled to report for work for a regular scheduled work day shift and who presents himself for work as scheduled shall be assigned to at least 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 in.
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

months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the Director of Employee Relations.

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. If a member of the bargaining unit is assigned full-time, on a temporary basis, to a job having a higher salary range, he shall, after five (5) continuous work days, be temporarily promoted to the higher salary range job retroactive to the first day. 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 granted an annual paid vacation for the period specified below, based upon the following service requirements:

1. Up to but less than one full year -- 1-1/4 days per month.
2. Over one year through 15 full years -- fifteen (15) work days.
3. Over 15 years -- twenty (20) work days.

B. 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.

C. Vacation periods shall not include more than 15 consecutive work days at any one time and shall normally be taken between June 15 and September 1. A vacation at a period other than this is at the sole discretion of the Employer.

D. If a paid holiday, as designated on the Institute calendar, occurs during the regular work week in which a vacation is taken by the employee, the employee's vacation shall be extended one additional work day.

E. The Employer shall continue its policy of compensating, in cash, any unused vacation time an employee has accumulated at the time of his separation of employment from the Institute.

ARTICLE X

MATERNITY LEAVE

1. Maternity Leave. An employee desiring to work during pregnancy must notify the supervisor not later than the 4th month of pregnancy. Unless her health or safety are endangered or she is unable to perform her job, the staff member shall be permitted to work, provided she submits a written doctor's approval.

a. An employee may use accumulated sick leave, administrative leave, and vacation leave to the extent she has it available.

b. If a staff member does not have or does not wish to use any accumulated paid leave, or when she has used all or part of her paid leave, the staff member may request a leave of absence without pay prior to and/or after the birth of the child for a period not to exceed ninety (90) calendar days.

c. In order to obtain a maternity leave, the employee must: (1) request the leave from her supervisor (whenever possible, at least one month prior to the commencement of the leave); (2) notify her supervisor (whenever possible, at least one month prior to the end of the leave) that she will be ready to return to work on the specified date.

2. If at the end of the ninety (90) calendar day period an employee is unable to return to work for medical reasons, the employee may request a medical leave of absence, provided the employee submits a physician's statement certifying that an extension is necessary for medical reasons.

3. Accepting a position with another employer while on a maternity leave of absence will result in forfeiture of the leave of absence and termination of Institute employment.

4. Reinstatement

a. A staff member returning from any short-term leave (generally three months or less) will be returned to his/her former position or an equivalent position with equivalent pay and accumulated seniority, retirement and fringe benefits.

b. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement which will be terminated at the time the employee returns from leave of absence.

c. The Employer will make every effort to place a staff member returning from a long term leave of absence (more than three months in duration) in his/her former position or a comparable position with the Institute.

ARTICLE XI

SICK LEAVE

A. New employees shall earn one working day per calendar month to the end of the calendar year and 1-1/4 working days or fifteen (15) working days per calendar year thereafter.

B. If absent for five (5) or more consecutive working days the employee must present a doctor's certificate to the Employer. An employee absent on sick leave for periods totaling more than ten (10) days in one calendar year, consisting of periods of less than five (5) days, may be required to submit a doctor's certificate. The provisions of this paragraph shall not be unreasonably applied.

C. Accumulated sick leave may be used to attend the funeral of the employee's immediate family -- father, mother, spouse, child, foster child, sister or brother of employee, relatives of employees residing in household.

D. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family 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.

E. 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.

F. An employee may request review of his/her medical records contained in the employee's personnel file which are related to the employee's on-the-job injuries.

G. Unused Sick Leave - Retirement:

Subject to the provisions of N.J.S.A. 11:14-9 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 (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 year of the effective date of retirement.

ARTICLE XII

LEAVE OF ABSENCE

Any request for a leave of absence will be made in writing and given to the employee's supervisor as soon as possible. Notification of Institute approval of such leave shall be given to the employee by the employee's immediate supervisor. The request for such leave shall be answered promptly. Reasons shall be given if the request for leave is denied.

ARTICLE XIII

MILITARY LEAVE

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

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 Employee Relations to use such leave. Such request shall be made, in writing, no less than four (4) 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

OTHER PAID LEAVES

A. Jury Duty:

In the event an employee is scheduled for jury duty, the employee shall receive full pay for such term of service up to a maximum of two (2) work weeks. The employee must receive confirmation from court if more than two (2) work weeks are served. If such confirmation is received, such employee shall receive full pay for such term of jury duty.

B. Administrative Leave:

Newly hired full time employees shall be granted one-half (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of that calendar year and three (3) days administrative leave in each calendar year thereafter. Administrative leave shall not be cumulative and any such leave credit remaining unused by the employee at the end of the calendar year or upon separation shall be cancelled. In granting or refusing a leave request, priority shall be as follows and approval must be secured in advance:

- (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. Workers Compensation:

Providing the employee on Workers Compensation endorses checks payable to the Institute and gives the Institute all the checks received from Workers Compensation, the Institute shall provide the employee with his regular normal paycheck for the period of time not over six (6) calendar months during which the employee receives Workers Compensation payments. Time on Workers Compensation will not be deducted from the individual's accumulated sick leave.

D. Long Term Disability:

1. The Employer agrees to continue the long term disability program in effect at the Institute 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 Institute employees.

ARTICLE XVI

APPLICATION OF SENIORITY

A. Layoff:

1. If a reduction in force is necessary, layoffs shall take place within a designated department or job classification in the inverse order of the date of hire.

2. The Employer shall simultaneously provide the Union and the employee(s) concerned a two-week notice of layoff. The Union may request and have scheduled a meeting with the Director of Employee Relations to discuss possible alternatives; however, the final discretion rests with the Employer.

B. Recall from Layoff:

For a period of twelve (12) calendar months from the date of layoff, employees shall be entitled to be recalled to the department or job classification from which layoff occurred in the event of increased work requirements, but shall retain no other contractual benefits. No new employees shall be hired into the classification or department until all employees on layoff status who desire to return to work have been recalled. During the layoff period of twelve (12) calendar months from the date of the layoff, employees, to the extent legally permissible, can pay for those fringe benefits normally paid by the Institute.

C. New employees shall serve a probationary period of 90 calendar days during which they may be discharged without recourse to the grievance procedure. Effective the 91st day of employment such employee shall be added to the seniority roster with his seniority date effective the date of hire.

D. Every six months, normally in January and July, the Department Head shall post on the designated bulletin boards a seniority list showing the continued service of each employee. A copy of the seniority list shall be furnished to the local Union when it is posted.

E. The continuous service record of an employee shall be broken by voluntary resignation, discharge for just cause, layoff of over 12 calendar months and retirement and in such event seniority status shall be terminated.

F. Promotions

1. Whenever a permanent job opening within the negotiating unit occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for five (5) working days except in those circumstances in which the most senior temporary employee of the same category and classification is changed to a regular status.

The Employer will not externally advertise the permanent job opening until the opening has been posted internally for five (5) working days. If such permanent job opening merely occurs as a

result of increased job duties and a reclassification of the employees presently on that job, such shall not be posted.

2. (a) During this five day period employees who wish to apply for the open position may do so. The application shall be submitted to the Personnel Office.

(b) The Union representative, if he so requests, may inspect the listing in the Personnel Office of those who have applied for such vacancy.

(c) Job descriptions shall be provided the Union for AFSCME jobs as such become available. The Union may contact the Personnel Office for review of personnel requisition information for jobs appearing as new jobs on job postings.

3. The Employer is not restricted to filling the job opening from only those who apply and in filling such opening shall first consider the qualifications of the applicants and providing such qualifications are equal, it shall then consider the length of continuous service of the applicants.

G. Temporary job openings are defined as job vacancies that may periodically develop in a job classification. If a job is being filled on a temporary basis while it is being posted for the required five (5) working days, such does not constitute a temporary job opening. Jobs may be filled temporarily for the period of time in which the normal occupant of that job has accumulated sick leave and vacation time. Before a temporary employee is hired to fill a temporary vacancy, the opportunity will be offered qualified applicants from the bargaining unit in seniority order.

1. A temporary employee shall be defined as one hired to temporarily fill a position assigned to a full time employee.

2. If a permanent vacancy occurs among regular employees of the same category and classification as that of the temporary employee, the most senior of such temporary employees shall be changed to regular status.

3. 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 shall be retro-active to his date of hire as a temporary employee.

H. Posting of Temporary Vacancies

1. Any temporary vacancy (as defined by paragraph G

above) will be posted internally in accordance with the procedures of the Agreement.

2. Any temporary vacancy which exists while such posting takes place and is completed shall be used at the discretion of the Employer.

I. Temporary assignments may be considered as training assignments by which an employee may obtain experience which may enable him to qualify for future promotions. No employee shall be reassigned to the same temporary job opening in such a manner as to unreasonably make him more qualified in the event such job becomes permanently open.

J. In the event an employee is displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, and if the Employer considers such employee qualified, he shall be transferred into a vacancy if one exists, and given no more than a ninety (90) day probationary period. If the Employer is dissatisfied with his work performance after such reasonable probationary period, it will then place such employee on layoff for a period of twelve (12) calendar months if no other suitable vacancy exists. If the employee is recalled from this type of layoff to a job for which the Employer believes he may be qualified, such employee shall then serve a ninety (90) day probationary period prior to being considered a permanent recall.

K. When an employee is scheduled for a layoff due to a reduction in the work force, he shall be permitted to exercise his seniority rights to replace an employee with less seniority provided the employee with greater seniority is qualified to perform the work.

L. For the purpose of this Agreement "qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the Personnel Director and/or the labor management committee established under Article XX of this Agreement.

M. Reassignment (for Union Officers and Stewards)

1. 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.

2. 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 XVII

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 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 an 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 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.

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 five (5) 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 Director of Personnel, the facts of the grievance and the desired adjustment. Time which begins after the written grievance is submitted may be mutually extended by the parties only in writing.

(b) The Union shall be notified by the Director of Personnel, 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 Director of Personnel, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and his steward in an effort to resolve the grievance. The Director of Personnel shall indicate his disposition of the grievance in writing, within three (3) 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 Director of Personnel, deliver the grievance to the President's

designee. The President's 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 a specific violation of the written agreement and the Union desires to institute arbitration proceedings, it must, within fourteen (14) calendar days of receipt of the President's designee's reply, give proper notice to the New Jersey Public Employment Relations Commission with a copy to the appropriate Institute officer. Such arbitration proceedings shall be in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

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 Director time during the work day to investigate alleged grievances, as necessary. It is understood that the Director shall schedule such time release 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 time release 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

SAFETY COMMITTEE

The Employer shall agree to the participation by a designee of the Union as a regular member of the Institute Safety

Committee. The Union may appoint up to two unit employees as representative(s) on the Institute Safety Committee.

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 for Employee Relations.

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 in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation.

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

A. It is agreed that during the term of this Contract; July 1, 1989 - June 30, 1992, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit, within the applicable policies and practices, and in keeping with the conditions set forth herein.

1. Subject to the State Legislature enacting appropriations of funds for these specific purposes, the Institute agrees to provide the following benefits effective at the time stated herein.

a. There shall be a four percent (4%) across the board increase applied to the current base salary, to be effective January eighth (8th) of fiscal year 1989-1990.

b. There shall be a four and one-half percent (4-1/2%) across the board increase, to be effective on September thirtieth (30th) 1990.

c. There shall be a five and one-half percent (5-1/2%) across the board increase, to be effective in the first full pay period in fiscal year 1991-1992.

The Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range

occupied prior to the adjustments.

d. Normal increments shall be paid to all employees eligible for such increments within the policies of the Compensation Plan during the term of this Contract.

2. a. Each full time employee who will have a full year of service on or before July 1, 1989 shall receive a cash uniform maintenance allowance of \$200. Each full time employee who will have six (6) months of service on or before July 1, 1989 shall receive \$100.

b. Each full time employee who will have a full year of service on or before July 1, 1990 shall receive a cash uniform maintenance allowance of \$275. Each full time employee who will have six (6) months of service on or before July 1, 1990 shall receive \$137.50.

c. Each full-time employee who will have a full year of service on or before July 1, 1991 shall receive a cash uniform maintenance allowance of \$350. Each full time employee who will have six (6) months of service on or before July 1, 1991 shall receive \$175.00.

3. a. A one-time bonus payment shall be made in the third year of the Agreement in the amount of Two Hundred (\$200) dollars, payable in December 1991, to all regular employees who, in the year beginning November 2, 1990 and ending October 30, 1991 and who continue to be in regular employment status on date of payment worked at least one hundred and ninety five (195) second or third shifts.

b. For purposes of payment of \$200 shift differential, any shift, which begins at any time between 6:00 A.M. and 2:00 P.M., shall be considered a day or first shift, all other shifts are to be considered either second or third shifts. During the term of this Agreement only, Food Service personnel scheduled to work 11:50 A.M. to 6:50 P.M. shall be considered second shift.

4. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants the salary adjustment.

B. HEALTH BENEFITS

The current coverage of Blue Cross - Blue Shield, including

Rider J provisions, and Major Medical shall be continued for eligible employees covered by this Contract, except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation. In addition, it is agreed that the 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 60 days.

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.

Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during each of the two fiscal periods, namely July 1, 1989 to June 30, 1991 and July 1, 1991 to June 30, 1993. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

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

Full time employees shall continue to be eligible for participation in the existing Temporary Disability Plan subject to the applicable rules and regulations governing the plan.

C. DEFERRED COMPENSATION PLAN

It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service, approved Federal Income Tax exempt, investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of

policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan, as well as required enrollment or other forms, to all employees, when the plan has been established.

It is further understood that the maximum amount of deferrable income, under this plan, shall be twenty-five percent (25%) or \$7500, whichever is less.

C. Salary Program Administration

The parties acknowledge the existence and continuation, during the term of this Agreement, of the Compensation Plan which incorporates, in particular, but without specific limit, the following basic concepts:

1. A system of position classifications with appropriate position descriptions.

2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.

3. The authority, method and procedures to effect modification as such are required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

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 clothes and shoes, in a reasonable amount, shall be provided by the Employer.

D. 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.

ARTICLE XXV

DURATION

1. Except as otherwise specified, this Agreement shall be effective as of July 1, 1989. All other portions shall be effective upon the date of signing, and all portions of the Agreement shall terminate as of June 30, 1992

2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1992, 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 New Jersey Institute of Technology and New Jersey Council #52, AFSCME, AFL-CIO, entered into July 1, 1989 and which will terminate June 30, 1992.

Signed this 2nd day of November, 1989

For the Union:

For the Employer:

Robert MacMillan (L.S.)

M.C. Thomas (L.S.)

Attest:

Richard Gollin (L.S.)

Anne M Potts (L.S.)

MEMORANDUM OF UNDERSTANDING

The university shall study its needs to provide student employment opportunities and the possible impact on bargaining unit positions in a good faith effort to resolve Union concerns relative to unit work.

M.C. Thomas (L.S.)
For the Employer

Robert MacMillan (L.S.)
For the Union

Date: November 2, 1989

Richard Gollin (L.S.)

