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JULY 1, 1999 - JUNE 30, 2003

**NJIT/OPEIU
AGREEMENT**

Agreement Between:

NEW JERSEY INSTITUTE OF TECHNOLOGY
and
LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

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AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer or NJIT, and Local 32, Office and Professional Employees International Union, 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 regular full-time and part-time white collar employees employed by New Jersey Institute of Technology, in the positions listed under Appendix A attached hereto and included herein by reference, but excluding all teaching personnel, employees with academic rank, professional staff employees not listed on Appendix A, confidential employees, managerial executives, supervisors within the meaning of the act, police employees, craft employees, part-time employees working normally nineteen (19) hours or less per week, student employees, employees assigned to The Council of Higher Education in Newark (CHEN), and employees represented in all other collective negotiations units.

B. The inclusion of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Agreement unless the substance of the provisions describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for such programs or coverage under provisions of this Agreement, appropriate prorations will be made in accord with their part-time status. Nothing in this Article shall be construed to limit the Union's right to propose changes to the terms and conditions of employment of part-time employees represented by the Union unless such are regulated by law.

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

D. Whenever new job titles are created, the Employer will assign the title a bargaining unit designation. If appropriate, the Employer will notify the Union in writing of such designation. If requested in writing, the Employer will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussion, the dispute shall be submitted to the Public Employment Relations Commission for resolution, consistent with its rules and regulations relating to unit determination.

ARTICLE II

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 of the final year of the Agreement. On or before November 1, the Employer shall meet with the Union for the purpose of negotiating, in good faith, a mutually acceptable agreement.
- B. The parties agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively, in an orderly manner, in an effort to resolve such impasse.

ARTICLE III

NON-DISCRIMINATION

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

ARTICLE IV

MANAGEMENT RIGHTS

- A. The Employer retains and reserves unto itself all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and 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 V

DUES DEDUCTION

- A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 9e, as amended) the Employer agrees to deduct the Union Dues and regular 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 begin.

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 non-member employees in this unit will be required to pay to the majority representative a Representation Fee in lieu of Dues for services rendered by the majority representative until June 30, 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 Agency Fee Program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are Dues paying members of the Union.

If at the signing of this contract the above percentage has not been achieved, the Agency Fee Plan will not be implemented. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the Agency Fee Plan shall be implemented by the next quarterly date with proper notice to the affected employees.

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

2. Amount of Fee

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

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

3. Deduction and Transmission of Fee

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

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

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

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

4. Demand and Return System

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

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

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

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

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

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by 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 VI

RIGHTS OF THE UNION

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

B. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official Union business. In the selection of locations for posting, priority shall be granted to those locations with the greatest public exposure and intended employee utilization. To the extent practicable, there will be posting allowed in at least four (4) buildings. Buildings where posting will be allowed where bulletin board space is available are, Cullimore, Hazell, ITC, Faculty/Tiernan, the Student Mall and the Public Safety Department. Except where express permission is granted by the Senior Vice President for Administration and Treasurer, bulletins will be removed after the announced event or after two (2) weeks of posting, whichever occurs first.

C. Stewards shall be designated in specific, geographic areas. Names of employees selected to act as Chief Steward and stewards, their areas of responsibility, the total number of stewards and the names of other Union representatives who represent employees shall be certified in writing to the Employer by the Union. The Chief Steward or designee shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a Grievance and/or to discuss the Grievance with the employee's supervisor, and to discuss and adjust Grievances with the Employer. Stewards shall not leave his/her work without first obtaining permission of his/her supervisor, which permission shall not be unreasonably withheld. In certain limited situations, when specifically requested by the Chief Steward (or his/her designee) or the Executive Director of Employment Policy and Relations (or his/her designee), it may be advantageous to grant stewards other than the Chief Steward or designee release time during the workday to investigate alleged Grievances, and release time for such purpose shall not be unreasonably withheld. Such release time shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a Grievance hearing.

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

E. The Employer agrees to send copies of job postings, changed assignments, promotions, demotions, disciplinary actions and reclassification actions effecting members of this negotiating unit to the Union and Chief Steward.

F. The Employer agrees to recognize those members of the negotiating unit not to exceed eight (8) who are designated by the Union as Union representatives for collective negotiations by written notice of the names of such members of the negotiation unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party. The Union recognizes that this release time is significant and commits to request release of less than the full contingent of representatives when the issues not relevant to the entire unit are being discussed. Further, the Union recognizes that negotiating during regular work hours may not be prudent and therefore discontinued when negotiations are protracted.

ARTICLE VII

LABOR/MANAGEMENT COMMITTEE

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

ARTICLE VIII

DISCIPLINE AND DISCHARGE

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

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

B. Except as set out in E. below, any disciplinary action or measure imposed upon a non-probationary employee may be processed as a Grievance through the regular Grievance Procedure.

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

D. If a non-probationary employee is to be discharged he/she shall be initially suspended without pay for a five (5) workday period with notice to his/her Steward and the Union in order that such discharge may be processed as a Grievance if the employee desires. Under no circumstances shall such suspension be considered a separate disciplinary action but shall merely be utilized for the Grievance activities of the Union prior to formal discharge.

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

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

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

ARTICLE IX

GRIEVANCE PROCEDURE

A. Except as expressly restricted under Article VIII, Discipline and Discharge, above, any member of the negotiating unit, or the Union on behalf of any member of the negotiating unit, may appeal the interpretation, application, or alleged violation of policies or agreements in writing affecting him/her providing he/she alleges he/she has suffered harm and personal injury without just cause.

B. Failure of a grievant to meet any of the calendar limitations stipulated in the Procedures below will constitute a waiver of his/her rights to claim Grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any Step in the Grievance Procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available Step in that Procedure. It is understood, however, that nothing contained in this Procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the university administration.

C. Procedure for Handling Grievances

1. (Step One)

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

2. (Step Two)

a. Within fifteen (15) calendar days of the occurrence causing the Grievance or of the time the grievant should have reasonably known of the occurrence causing the Grievance, the grievant shall, if he/she is not satisfied through the informal discussion provided for in Step 1, submit in writing to the designee of the Executive Director of Employment Policy and Relations 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 designee of the Executive Director of Employment Policy and Relations 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 his/her views. The designee of the Executive Director of Employment Policy and Relations, within ten (10) calendar days after receipt of the written Grievance, shall meet with the grievant and his/her Steward in an effort to resolve the Grievance. The designee of the Executive Director of Employment Policy and Relations shall indicate his/her disposition of the Grievance to the grievant and the Union, in writing, within ten (10) calendar days of said meeting.

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 of the Executive Director of Employment Policy and Relations, deliver the Grievance to the Executive Director of Employment Policy and Relations. The Executive Director of Employment Policy and Relations 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 Executive Director of Employment Policy and Relations' reply, give proper notice to the New Jersey Public Employment Relations Commission with a copy to the appropriate university 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 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.
7. The Employer will give written notification to the Chief Steward of all Grievance meetings or hearings beginning with Step 2 for all employees in the bargaining unit. The Chief Steward shall also be sent copies of all Grievance answers.
8. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing Steps of the Grievance Procedure. In the event it is necessary to require the attendance of other employees during regular working hours at the Step 4 meeting, such employees shall not lose pay for such time.

ARTICLE X

CHILD CARE PROGRAM

The Child Care Program will be the subject of continuing review and recommendations for the improvement of the Child Care Program at the university. This review shall occur as a periodic item on the agenda for the Labor/Management Committee set out in Article VII, Labor Management Committee.

ARTICLE XI

SENIORITY

A. Recognition

1. New bargaining unit employees shall serve a probationary period of 120 calendar days during which they may be discharged without recourse to the Grievance Procedure. Effective the 121st day of employment, such employee shall be added to the seniority roster with his/her seniority date effective the date of hire.
2. Seniority is university service based. Part-time employees in the bargaining unit shall earn seniority service credit at the rate of 1/2 day of service credit for each day in active employment of less than a full regular shift. Part-time employees who work full daily shifts but not a full five (5) day work week shall earn seniority service credit on the basis of one (1) day credit for each day worked or on paid, excused Leave while in active employment status. Full-time employees in the bargaining unit shall earn seniority service credit at the rate of one (1) day of service credit for each day in active employment or on paid, excused Leave from employment but remaining in active employment status. Employees who become members of the bargaining unit after serving in a temporary service capacity for at least a ten (10) consecutive month period, shall earn seniority service credit commencing with the date of bargaining unit recognition.

3. The continuous service record of an employee shall be broken upon termination of employment by voluntary Resignation, discharge for just cause, Layoff of over 18 calendar months, Retirement or death. In any of such events, seniority status shall be terminated.
4. On July 1 of each year or upon request, the Department of Human Resources shall furnish the Union with a seniority list showing the continued service of each employee. Finally, whenever a Layoff is planned an updated seniority list shall be prepared and sent to the Union. A copy of said seniority list shall be made available for inspection to the local Union at any time and upon advance request by the Union to a bargaining unit member. Questions pertaining to seniority shall be forwarded to the Office of Legal and Employment Affairs for compliance herewith.

B. Application

1. Layoff

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

- i. For purposes of this Agreement "qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the designee of the Executive Director of Employment Policy and Relations and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.
- ii. Bumping is permitted upward, laterally or downward. Qualifications review of a bumping applicant shall begin with the least senior held position in the classification of the bumping applicant and proceed to the next least senior held position in that classification until an actual bumping is accepted by the Employer, or the five (5) least senior positions are exhausted. In the event of failed bumping into the same classification from which laid off, a bumping applicant shall be entitled to qualifications review of the first to fifth least senior held positions in another classification. No employee may be bumped more than once during any fiscal year.
- iii. An employee successfully exercising his/her bumping privileges pursuant hereto, shall serve a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee's performance, but not earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off. Existence of the probationary period satisfies the notice of Layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.
- iv. An employee exercising bumping privileges shall be limited to one (1) placement and no position shall be subjected to more than one (1) bumping during any period of Layoff. For example, should position X in Department A experience employee displacement due to contractually authorized bumping, position X is thereafter exempt from bumping eligibility for the duration of the defined period of Layoff(s). For purposes of the remaining term of the controlling Collective Bargaining Agreement and this provision, there shall be two (2) defined periods of Layoff. The first period shall incorporate any and all Layoffs enacted from July 1, 1999 through June 30, 2001. The second period shall incorporate any and all Layoffs enacted from July 1, 2001 through June 30, 2003.

v. The members of the unit so laid off and thereafter electing to exercise their bumping rights must notify the university of said election within one (1) business day following formal notification of Layoff.

vi. Salary Range and Step placement for employee successfully exercising the contractually authorized bumping privilege shall be as follows:

(1) **Bumping to Same Salary Range Position**

No change

(2) **Bumping to Lower Range Position**

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

(3) **Bumping to Higher Range Position**

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

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

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

2. Recall

- a. The Recall period shall be for twelve (12) calendar months from the date of original Layoff.
- b. For the period of Recall, employees laid off from their positions shall be entitled to Recall, by seniority, to the job classification within the department from which originally laid off. Additionally, for the period of Recall, employees laid off from their positions shall be eligible for probationary Recall into any job classification, regardless of department, however, for Recall to any position other than the position from which originally laid off, the employee must first be considered qualified to perform in the position to which Recall is desired and second must serve a ninety (90) day performance based probationary period, during which time the employee may be discharged without resort to the Grievance Procedure. During said period, if the Employer is not satisfied with the probationary employee's performance, but no earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off.
- c. Employees laid off, pursuant to this Agreement, shall retain, in addition to the twelve (12) month Recall potential, only those contractual benefits required by law.
- d. All employees on Recall roster must be recalled to their former jobs, if reinstated, prior to the hiring of new employees into such positions.
- e. Employees recalled or offered Recall review pursuant hereto must accept the position or review within ten (10) calendar days of notice thereof by the Employer or they shall be removed from the Recall roster permanently. Notice herein shall be effective three (3) business days following posted mailing by both certified and regular mail of Recall or Recall review or by actual, personal or telephone notification to the subject employee, whichever first occurs.
- f. Employees who have accepted a position with the Employer on Recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the Recall roster permanently.

ARTICLE XII

JOB DESCRIPTIONS

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

ARTICLE XIII

TRAINING

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

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

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

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

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

ARTICLE XIV

JOB POSTING/PROMOTION AND TRANSFER

A. **Hiring Policy:**

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

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

2.
 - a. During this five (5) day period employees who wish to apply for the open position may do so. The application shall be submitted to the Department of Human Resources.
 - b. The Union representative, if he/she so requests, may inspect the listing in the Department of Human Resources of those who have applied for such vacancy.
3. The Employer is not restricted to filling the job opening from only those who apply and in filling such opening shall first consider the qualifications of the applicants and providing such qualifications are equal, he/she shall then consider the length of continuous service of the applicants.
4. Unless approved by the Executive Director of Employment Policy and Relations, upon application by a candidate for promotion, no bargaining unit member will be entitled to bid for and accept a new position within the bargaining unit for a period of one (1) year from date of hire into his/her current position.

B. Temporary Positions/Employees:

1. Temporary Positions are defined as job vacancies that may periodically develop in a bargaining unit job classification that either aren't intended at the outset to remain a permanent part of NJIT's position roster, or aren't intended to remain open as the incumbent who is absent from NJIT employment is expected to return.
2. Temporary Employees are defined as persons hired to fill Temporary Positions. Temporary Employees may be hired from outside the university or outside the bargaining unit, but from within the university. Employees assigned from within the bargaining unit to fill Temporary Positions are considered to be employed in an acting capacity as set out in Article XXXV, Acting Capacity.
3. Temporary employment assignments shall be filled at the discretion of the employer, subject to the following:
 - a. If a Temporary assignment becomes a permanent position vacancy above Range 13, prior to hiring the Temporary Employee filling the position that will become permanent, the position shall be posted in accordance with A. Hiring Policy", above.
 - b. The Employer and OPEIU will study, for potential full-time job recognition, the concept of a small pool of full-time employees recognized by this collective Agreement as "Floaters" who will operate under the supervision and assignment of central administration, filling vacancies as they occur around campus. If a "Floater" pool and corresponding policy is not created before the close of the second year of this Agreement (June 30, 2001), the parties agree to reopen negotiations concerning this Article and specifically provision B. above, Temporary Positions/Employees.

4. If and when a Temporary Employee is made a regular employee without any break in service, such employee's seniority date shall be the date of hire as a permanent employee.
5. Temporary assignments may be considered as training assignments by which an employee may obtain experience which may enable him/her to qualify for future promotions.

C. For the purpose of this Agreement "job related qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the Executive Director of Employment Policy and Relations and/or his/her designee, and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.

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

ARTICLE XV

HOLIDAYS

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

1. New Year's Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Friday after Thanksgiving Day
9. Christmas Day

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

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

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

D. An employee in good standing for at least one (1) year preceding the requested Holiday may be granted one (1) additional paid Floating Holiday during each of two (2) the terms under this Agreement commencing July 1, 2000. The first term is for the period July 1, 2000 through June 30, 2002. The second term is for the period July 1, 2002 through June 30, 2003. This Floating Holiday(s) is available only for employees with at least one (1) year seniority service credit as of the date of the requested Holiday. The Floating Holiday shall be administered in accordance with those rules applicable to Administrative Leave, B. 2. as provided under Article XVI, Administrative Leave, of this Agreement including mutual agreement and reasonable notice. A Floating Holiday is not useable as an emergency absence. An unused Floating Holiday shall not survive the expiration of the term of this Agreement.

1. An employee in good standing shall be defined for purposes of this provision only, as an employee without any formal written disciplinary record as maintained in the employee's official Personnel File located in the Department of Human Resources.

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

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

ARTICLE XVI

ADMINISTRATIVE LEAVE

A. There will be three (3) Administrative Leave days for full-time employees; part-time employees shall have Administrative Leave pro-rated in accordance with the length of their workweek. 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 fiscal year, and three (3) days Administrative Leave in each fiscal year thereafter.

B. Requests for Administrative Leave must be approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such Leave may be used for religious observance or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be: 1) emergencies, 2) religious observance or days of celebration, and 3) personal affairs. Seniority will govern if there is a conflict in scheduling within the work unit, except in the case of emergencies.

ARTICLE XVII

SICK LEAVE

A. Accrual

Commencing their third full month of employment, new employees shall earn one (1) working day per calendar month to the end of the fiscal year and 1-1/4 working days or fifteen (15) working days per fiscal year thereafter.

B. Utilization

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse 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 Employment Policy and Relations.
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.

C. Authorization and Validation

1. **Short Term Leave:** Sick Leave pursuant to this provision, of two (2) work weeks 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 upon request by the Employer 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 (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employee's 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 or injury enabling Sick Leave usage. An employee absent for unanticipated Sick Leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling Sick Leave usage.

Sick Leave taken for purposes of Bereavement, pursuant to provision B. 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 recertification and following fifteen (15) days usage in a fiscal year on account of said illness, to provide additional recertification of the chronic illness.

2. **Long Term Leave:** Sick Leave, pursuant to this provision, of over two (2) work weeks 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 medical progress reports concerning the illness or injury. 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.

Prior to return to active employment with the university an employee on Long Term Sick Leave may, at the Employer's option, be required to secure written medical Certification attesting to the employee's ability to perform the regular functions of the position.

b. **Unanticipated Leave:** While prior notification and approval may, in extraordinary circumstances, be impossible or impracticable for every circumstance and condition enabling long term paid Sick Leave, the same procedures and reciprocal rights of the Employer and the employee as outlined in C. 2. a. above shall apply to unanticipated leave 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 C. 2. a. above.

3. **Confidentiality of Records:** All medical reports and diagnosis provided pursuant to this Article shall remain confidential within the Department of Human Resources and the Office of Legal and Employment Affairs only.

D. Unused Sick Leave - Retirement

Subject to the provision 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/her credit any earned and unused accumulated Sick Leave shall be entitled to receive supplemental compensation for such earned and unused accumulated Sick Leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (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/her employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one (1) year of the effective date of retirement.

ARTICLE XVIII

FAMILY LEAVE

NJIT has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has heretofore provided a number of benefits including leaves of absence for personal and family reasons. Both State and Federal government have recently determined to specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that university policies, State law and Federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. NJIT, therefore, hereby certifies the following Family Leave Policy which incorporates as appropriate (and shall be interpreted consistent with) NJIT'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/her 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 NJIT may, under other provisions of employment or of its own discretion, authorize Leaves Of Absence greater than twelve weeks and for other purposes under this policy, a maximum of twelve (12) weeks' Leave for any and all enabling reasons may be taken during the same twelve 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) work days 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 a 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 NJIT, 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 NJIT when invoking provisions A. 1. or 2. above. An employee on Reduced Time Leave may, at the discretion of NJIT, be transferred for the term of Leave, to another position of equivalent pay and benefits that better accommodates NJIT. 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. and 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 university 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. and 2. Leaves must be validated, at NJIT's request, as to the enabling facts of the Leave. For example, it must be established by the applicant for Leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
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 NJIT, 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 NJIT reasonably believes a submitted Certification is suspect, in significant degree, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's submitted validation shall result in Leave validation. An opinion dissenting from a suspect/faulty validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the Leave.
 - a. Referral for a third, binding health care professional's opinion shall be by agreement of the employee selected health care provider and NJIT selected health care provider. Failing agreement, referral shall be by agreement of the employee and NJIT. Failing secondary agreement, referral shall be made by NJIT.
 - b. Both second and third health care provider's opinions shall be arranged and paid for by NJIT.

- 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, NJIT may request and is then entitled to periodic formal updates or recertifications as appropriate to the original Certification parameters. NJIT imposed requirement for update or recertification hereunder shall not be unreasonably applied, and NJIT 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, NJIT may request and receive health care provided Certification that the employee on Leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered to perform the regular, necessary functions of the job. NJIT 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 university and within NJIT, 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 Executive Director of Employment Policy and Relations and the Associate General Counsel and Director of the Office of Legal and Employment Affairs. The employee may choose to disclose the health condition diagnosis to his/her immediate supervisor or others in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.

D. Leave Prerequisites

1. **Prerequisite to Family Leave:**
 - a. An employee must have worked for NJIT at least one (1) year 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 provision 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 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.

3. FLSA exempt employees (professional/administrative staff and faculty) will be presumed to have worked the requisite number of hours if they have met the twelve (12) months of prior employment requirement. The presumption is rebuttable. The burden of rebuttal is with NJIT.

E. Leave Year

NJIT will calculate available Leave by the "rolling" method. This means that when requesting otherwise available Leave under this Policy, NJIT 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) work weeks sixty (60) days. Each Leave year is then unique to each employee of NJIT.

F. Leave Entitlements

1. **Compensation:** Family Leave is, of itself, an Unpaid Leave.

a. For Leave under provisions A. 1. and 2. above, an employee will be afforded an option to charge accrued Vacation and/or Administrative Day 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. Additionally, an employee may elect to charge accrued vacation and/or administrative day leave, for leave invoked under these provisions.

c. Charged Vacation, Administrative Day or Sick Leave banked accruals will be in hour for hour increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt employees the charge will be to the nearest half (1/2) day. (For example, a professional staff employee who takes four (4) full days and one (1) five (5) hour day Leave in one (1) week will be charged five (5) full days as accrued (35 hours of banked time).

d. Elected or required utilization of paid Vacation, Administrative Day, or Sick Leave accruals does not extend Family Leave or otherwise modify those other Leaves available to employees of the university.

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. **Worker's Compensation:** Time away from regular employment reporting appropriately governed by Worker's Compensation Law and program regulation is, if and when all enabling prerequisites are met, chargeable as Family Leave pursuant to enabling provision A. 4. above.
5. **Reinstatement:** An employee ready and able to return to his/her position of employment immediately following exhaustion of Family Leave will be returned to his/her position or, at NJIT's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any Leave (e.g., layoff, contractual non-reappointment, or natural term expiration of a terminal or temporary position of employment).

a. **Key Employee Exception:**

- i. Employees of NJIT 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 university, are "Key Employees" and may be denied leave as set out above if such Leave will, as can be established by the university, cause substantial and grievous economic or other organizational harm to NJIT.
- ii. Employees of NJIT who, during a period of Family Leave taken under any enabling provision, are within the top 10% of NJIT's employees with respect to gross income paid by NJIT are also "Key Employees" and may be denied reinstatement as set out above, if such reinstatement will, as can be established by NJIT, cause substantial and grievous economic or other organizational harm to NJIT.
- iii. Key Employees must be individually noticed by NJIT, 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 university immediately and given an opportunity to immediately return from Leave with full restoration to his/her position prior to denial of further Leave or denial of reinstatement.

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 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 of NJIT and shall be administered consistent with other NJIT policies, including collectively negotiated policies, and the law.

ARTICLE XIX

BEREAVEMENT LEAVE

A. Eligibility

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

B. Term

The Bereavement Leave Program benefit commences July 1, 2000 and expires June 30, 2003.

C. Program Benefits

Up to six (6) days of Paid Leave for purposes of Bereavement, as defined below, may be taken once during the term of the Program. No more than three (3) days may be taken in any one fiscal year. This Paid Leave shall not be chargeable to any other Paid Leave accrued.

D. Program Regulation

1. Bereavement Leave may be used to grieve and/or attend to the death and funeral of an eligible employee's immediate family, defined for purposes of this provision only as father, mother, spouse, children (natural or legally recognized) and brother or sister.
2. This benefit may be combined with Bereavement Leave under Article XVII, Sick Leave, only upon application to the Executive Director of Employment Policy and Relations and then only where the employee's Sick Leave utilization separate from Family Leave utilization, is less than ten (10) days in the past year. The determination of the Executive Director of Employment Policy and Relations or his/her designee is final and not subject to Grievance Procedure.
3. Written validation of the need for Bereavement Leave must be provided at the request of the employer. Invalid utilization of this benefit is a disciplinable offense up to and including termination.

ARTICLE XX

OTHER LEAVES OF ABSENCE

A. Eligibility

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

B. Procedure

1. Any and all requests for Leave of Absence under this provision must be made in writing, with specific statement of need for Leave, as far in advance of the desired Leave as possible. Application for Leave must be submitted to the 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.

2. Approval, denial or modified approval of the requested Leave shall, except in the case of emergency, be provided within two (2) weeks by the Employer. Reason for denial of Unpaid Leave shall be provided with a denial of Leave by the Employer.
3. Administration of this Article is grievable only on the limited basis that the Employer held no rational basis to deny the requested Leave. Problems arising out of the administration of this Article may be referred to the Labor/Management forum for discussion and attempted resolution.

C. Reinstatement

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

ARTICLE XXI

MILITARY LEAVE

Leave for 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 reemployment.

ARTICLE XXII

COURT REQUIRED SERVICE

A. Jury Duty

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

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

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

C. Subpoenaed Service

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no 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 work day, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the Employer upon request.

ARTICLE XXIII

MATERNITY LEAVE

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

ARTICLE XXIV

INSURED PROGRAMS

A. Workers Compensation

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

B. Long Term Disability

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

ARTICLE XXV

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 (1) full year.....1 work day per month.
2. Over one (1) year, through twelve (12) full years.....15 work days.
3. Over twelve (12) years, through twenty-five (25) years.....20 work days.
4. Over twenty-five (25) years.....23 work days:

a. All accrual shall remain consistent with a twenty (20) day accrual schedule and the additional days to be afforded hereunder shall be added to the vacation bank of the qualifying employee in the last accrual period of the year in which the employee becomes eligible therefor.

B. Vacation 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, preferential scheduling for specific Vacation days shall be based upon seniority in accordance with the following procedure:

1. Before any member of a department may schedule his/her Vacation, senior bargaining unit members, within the same department, shall be afforded a right of first refusal for the time period requested by a junior bargaining unit member.
2. A senior bargaining unit member may withhold his/her decision with respect to a given Vacation request of a junior bargaining unit member that is more than six (6) months prior to the first day of requested Vacation leave, until six (6) months prior to the first day of said leave.
3. A senior bargaining unit member may not exercise the right of first refusal, with respect to the same junior bargaining unit member more than once in each of the four (4) years of this Agreement.

C. Vacation periods shall not include more than fifteen (15) consecutive work days at any one time.

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

ARTICLE XXVI

LEAVE FOR UNION ACTIVITY

A. The Employer agrees to provide time off without loss of pay for delegates of the Union to attend Union conventions, conferences or educational programs provided that the total amount of time without loss of pay shall not exceed a total of fifteen (15) days available annually during the term of this Agreement. A maximum of five (5) unused days may be carried over from year to year. The right of the carryover expires with the term of this Agreement.

B. The Union shall request, in writing, approval from the Office of Legal and Employment Affairs 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 XXVII

ACCESS TO PERSONNEL FILES

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

ARTICLE XXVIII

REST PERIODS

A. All employees' work schedules shall provide for a fifteen (15) minute Rest Period during each one half (1/2) shift. The Rest Period shall normally be scheduled near the middle of each one half (1/2) shift; however, such can be varied if necessary.

B. Employees, who are required to continue work on an Overtime basis with the anticipation that such Overtime work shall include one half (1/2) or more of the new shift, shall receive a fifteen (15) minute Rest Period before they begin work on such next shift.

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

ARTICLE XXIX

SAFETY COMMITTEE

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

ARTICLE XXX

TUITION AND FEE REMISSION POLICY

A. 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.

B. Fee Remission

1. 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.
2. 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:
 - a. Failing a course or withdrawal from a course for part-time students will nullify the fee waiver for such course and the fee will be due and owing upon the occurrence of either event.
 - b. Failing a course or withdrawal from a course for full-time students will result in loss of one semester of fee waiver eligibility for each such event. Failing a course and/or withdrawal from a course owing to a semester in which disqualification hereunder cannot be fully effected will result in full refund of the waived fee for the semester.
 - c. There shall be no fee waiver for courses taken during Summer term.
3. This Fee Remission Program is subject to all Employer sponsored fee program parameters otherwise effected by the Employer.

ARTICLE XXXI

PARKING

A. Program and 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/her 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. All parking (except grandpersoned spaces) at all available locations, including the Employer's parking deck, shall be on a first come first served basis following registration of a bargaining unit member's motor vehicle, entitling him/her to parking privileges at the following rates:
 - a. Base Salary of \$0 - \$26,500.00.....pays \$50 per semester
 - b. Base Salary of \$26,500.01 - \$31,800.00.....pays \$75 per semester
 - c. Base Salary of \$31,800.01 - \$42,400.00.....pays \$100 per semester
 - d. Base Salary of \$42,400.01 - \$53,000.00.....pays \$125 per semester
 - e. Base Salary of \$53,000.01 - \$63,600.00.....pays \$150 per semester
2. 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.
3. 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.
4. Fees will not be charged during the Summer term.

ARTICLE XXXII

HEALTH BENEFITS

A. State Health Benefits Program

1. The State Health Benefits Program is applicable to employees by this Agreement. 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 to 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. It is agreed that the State shall continue the Prescription Drug Benefit Program 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 for 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 and 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 XXXIII

DEFERRED COMPENSATION PLAN

- A.** It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the Plan.
- B.** It is understood that the State shall be solely responsible for the administration of the Plan and the determination of policies, conditions and regulations governing its implementation and use.
- C.** The State shall provide literature describing the Plan as well as a required enrollment or other forms to all employees when the Plan has been established.
- D.** It is further understood that the maximum amount of deferrable income under this Plan shall be twenty-five (25%) percent or \$8,000.00 whichever is less.

ARTICLE XXXIV

HOURS OF WORK

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

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

B. Part-time employees are assigned workweeks less than the standard workweek. The workweek shall consist of five (5) consecutive work days unless an official Flex-Time workweek is submitted to and approved by the supervising Vice President and the Department of Human Resources following review, registration and discussion as appropriate, as to time reporting protocol(s).

1. A Flex-time reporting structure may only be initiated by NJIT and must contain the following minimum parameters:
 - a. The schedule accommodates NJIT's business interests in providing greater service to its constituencies.
 - b. Employees will not be scheduled for unsupervised work.

- c. There will be no reduction in the number of hours worked in the workweek.
- d. The workweek will consist of at least four (4) days.
- e. Overtime payments will only be due and owing in accordance with "Fair Labor Standards Act" legal requirements.
- f. Where a choice of flex hours is available for two (2) or more employees in the same bargaining unit position, the most senior member of the unit will be given the right of first refusal on flex schedule, if, and only if, that employee is in good standing.
- g. Good standing is defined herein under Article XV D. 1., Holidays.

C. The regular hours of work each day shall be consecutive except for an unpaid lunch period of either one-half (1/2) or one (1) hour.

D. Overtime

Subject to provision B. above, time and one-half (1/2) 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 any regularly scheduled, and worked shift.
2. All work performed in excess of any regularly scheduled workweek in which any employee worked or received paid excuse 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 (6th) day.

If Overtime work is available, it shall be distributed first to the persons doing such work normally. If there is Overtime work that is normally performed by more than one person in the same job classification and there is only enough Overtime for one employee, the most senior employee shall have the right of first refusal on such time. The next such Overtime opportunity will go to the next most senior employee in the classification normally doing the work. If a greater number than those normally doing the work are required, the work shall be distributed equally among those within the same job classification qualified to perform the work.

The distribution of Overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the appropriate supervisor and the Executive Director of Employment Policy and Relations or his/her designee.

If there are not the necessary number of volunteers to perform the required Overtime work, the Employer shall assign employees as required in reverse job classification seniority order beginning with the least senior.

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

F. The Employer shall continue, for the term of this Agreement, a summer hours schedule heretofore provided. The schedule shall operate from the first Monday of June through the third Friday of August. General hours of operation shall be reduced by up to one (1) hour daily with only one fifteen (15)-minute break period during any reduced workday. Should the workload require any workday to start at its regular shift time and/or continue up to its regular end of shift, these periods of time will not be considered Overtime. This provision does not apply to Security or Dispatch personnel. Efficacy of NJIT operations shall be considered first priority.

ARTICLE XXXV

ACTING CAPACITY

A. When the Employer appoints, by written notice, an employee to temporarily work in a higher title, in an acting capacity, as an interim replacement, for a period of five (5) calendar days or more, the employee will be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title.

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

ARTICLE XXXVI

SALARY PROGRAM AND COMEPNESATION

A. Salary

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:

1. Subject to the State Legislature enacting appropriations for these specific purposes, the Employer agrees to provide the following benefits, effective at the time stated herein:
 - a. There shall be a 2.5% across-the-board increase, to the Compensation Plan salary schedule for the period commencing with the first full pay period of July, 1999 through the last pay period of Fiscal Year 2000.
 - b. There shall be an across-the-board salary increase, to all employees on the active payroll, of 2% effective in the first full pay period of Fiscal Year 2001 (July 2000).
 - c. There shall be an across-the-board base salary increase, to all employees on the active payroll, of 1.5% effective in the first full pay period of January, 2001.

- d. There shall be an across-the-board base salary increase, to all employees on the active payroll, of 2% effective the first full pay period of Fiscal Year 2002 (July 2001).
- e. There shall be an across-the-board base salary increase, to all employees on the active payroll, of 2% effective in the first full pay period of January, 2002.
- f. There shall be an across-the-board base salary increase to all employees on the active payroll of 2% effective in the first full pay period of Fiscal Year 2003 (July 2002).
- g. There shall be an across-the-board base salary increase to all employees on the active payroll of 2.5% effective in the first full pay period of January 2003.
- h. The new Compensation Plan salary schedule shall be adjusted and amended in accordance with established procedures to incorporate the above cited base salary increases for each step of each range applicable to positions recognized as within the bargaining unit.
- i. Employees in their first fiscal year of employment shall not receive the increase as set out in "a". through "g". above.

B. Salary Program Administration

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

1. A system of position classification with appropriate position descriptions.
2. A salary range with specific minimum and maximum rates as well as twenty (20) merit based, incremental steps therein for each position commencing July 1, 2000, and forty (40) merit based incremental steps therein for each position commencing July 1, 2002. Until that time, annual, incremental merit steps shall continue to be provided, consistent with the program methodology of the currently controlling Collective Bargaining Agreement with a term July 1, 1999 through June 30, 2003.
3. Regulations governing the administration of the plan, including an employee performance evaluation.
4. The authority, method and procedures to effect modification as such is required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

C. Merit Compensation Program

In each of the last three (3) years of this Agreement commencing July 1, 2000, there shall be a Merit Compensation Program available to all employees in the bargaining unit with at least one (1) year of service as of July 1st of the year of award. The Program shall be administered for July 2000, through awarding for July 2001, as follows:

1. Each position in the bargaining unit shall consist of twenty (20) equal steps from minimum to maximum salary.
2. Movement from one step to the next higher step shall occur only through the awarding of performance based compensation, consistent with an employee's performance over the past year as regularly codified in performance evaluation. (See Article XL, Employee Performance Evaluation).
3. The merit pool shall consist of monies equivalent to 1% of the base composite salary of the bargaining unit as of July 1st of years two (2) and three (3) of this Agreement.
4. The maximum award to an individual shall be four steps.
5. An employee at the 20th step of his/her respective salary range is eligible for an award in a non-salary base merit bonus up to the value of four steps in any given year of this Program.
6. All monies pooled for distribution will be paid over to eligible members of the bargaining unit.

In the last year of this Agreement, commencing July 1, 2002, the Merit Compensation Program available to all employees in the bargaining unit with at least one (1) year of service, as of July 1st of the year of award, shall be amended and administered as follows:

1. Each position in the bargaining unit shall consist of forty (40) equal steps from minimum to maximum salary.
2. Movement from one step to the next higher step shall occur only through the awarding of performance based compensation, consistent with an employee's performance over the past year as regularly codified in performance evaluation. (See Article XL, Employee Performance Evaluation).
3. The merit pool shall consist of monies equivalent to 1.5% of the base composite salary of the bargaining unit as of July 1st 2002.
4. The maximum award to an individual shall be five (5) steps in any given year of this Program.
5. An employee at the 38th step of his/her respective salary range is eligible for an award in:
 - a. A non-salary base, merit bonus up to the value of five (5) steps in any given year of this Program.

- b. Base salary merit up to the value of two (2) steps upon the recommendation of the Merit Review Committee and the concurrence by the President.
6. All monies pooled for distribution will be paid over to eligible members of the bargaining unit.

7. **Merit Appeal System (July 1, 2000 through June 30, 2003):**

- a. A member of the bargaining unit denied merit award inconsistent with performance shall, with the formal support of the Union, have a limited right to appeal the denial of award to the Merit Appeal Committee (The Committee). The Committee shall consist of the following representatives:

- i. University General Counsel (ex officio).
- ii. Two representatives selected by OPEIU.
- iii. Two representatives selected by NJIT.

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

- b. The Committee will hear appeals and render its decision on a majority basis within thirty (30) days of hearing. The employee appealing must prove with credible evidence, that the decision not to award merit to the employee, was both inconsistent with noticed performance expectations, performance demonstration and policy guidelines as set out, and in accordance with Article XL, Employee Performance Evaluation. The appeal must be in writing and state, with particularity, the evidence of improper action that proves a denial of merit was improper. The Committee will review the submission, determine if there exists a credible claim entitling an appellant to a hearing and notify the appellant of its decision as to whether a hearing will be provided or a decision rendered on the written claim. Where possible, hearings will be avoided and the decision will be based upon the written record.
- c. No more than ten (10) appeals may be advanced by the Union during any one awarding period (1 year) under this Agreement.
- d. An appeal must be filed by the Union on behalf of the employee within two (2) weeks of notice of award. All appeals are to be registered with NJIT's Office of Legal and Employment Affairs. All appeals will be heard together and within thirty (30) days of the end of the filing period.
- e. An employee who loses two (2) consecutive appeals will be barred from appealing for the ensuing year of merit awarding.
- f. A successful appellant's award shall be deducted from the ensuing merit pool.

(July 1, 2000 through June 30, 2003):

8. A merit Program Review Committee shall be established to review and make recommendations for improvements to the Program. The Merit Program Review Committee shall consist of the Director of Human Resources, the OPEIU Chief Steward, one (1) member of the bargaining unit selected by NJIT and one (1) member of NJIT's supervisory management structure selected by OPEIU.

D. Shift Bonus Program

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

1. For each year of this Agreement, any bargaining unit member who actually works a third shift, for a minimum of 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$200.
2. For each year of this Agreement, any bargaining unit member who actually works a third shift, for a minimum of 98 full shifts but less than 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$100.
3. Third shift shall be defined for purposes of this provision only, as any shift beginning after 10:00 p.m. on a given day or before 5:00 a.m. on a given day.
4. Shift Bonus eligibility is conditioned upon actually working the prescribed shifts as set out above. Excused, paid or unpaid absence from a third shift does not count toward Shift Bonus qualification. Further, an extended workday into a third shift, from any other shift, and for which Overtime compensation is paid pursuant to Agreement, does not count toward Shift Bonus qualification.

ARTICLE XXXVII

UNIFORMS PROGRAM

A. Program Policy

During the term of this Agreement, commencing July 1, 1999, full-time security and dispatch personnel employed in positions formally recognized by the Union and subject to its exclusive jurisdiction, shall participate in the following Uniform Program:

1. Each new officer/guard/dispatcher shall purchase his/her complete Employer required uniform upon employment. Upon successful completion of six (6) months of service to the Employer, as a member of the bargaining unit, each such officer/guard/dispatcher shall be reimbursed the entire cost of initial uniform issue.

2. Each officer/guard/dispatcher shall report to duty with the Employer in Employer designated, standard uniform in good condition.
3. The Employer shall determine the acceptable state of each Program participant's uniform and may direct the repair, maintenance or replacement of any participant's uniform. The Employer shall not unreasonably implement this discretion.
4. All cost of repairs, expenses to maintain and replacement costs rest with each Program participant.

B. Uniform Allowance

A total allowance of \$1,100.00 to be paid semi-annually as follows:

1. Security/Dispatch personnel with at least six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (1/2) of the allowance (\$550) in the first full pay period of July and the remainder in the first full pay period of January of the same fiscal year.
2. Security/Dispatch personnel with less than six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (1/2) of the allowance, further prorated as appropriate to the nearest month of service, payable in the first full pay period of the next January of the same fiscal year and one-half of the allowance, prorated as appropriate to the nearest month of service, payable in the first full pay period of July, in the ensuing fiscal year.
3. The allowance is interchangeable and usable for purchase, maintenance, repair and/or replacement, as needed, on an individual basis.

ARTICLE XXXVIII

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 XXXIX

POSITION CLASSIFICATION REVIEW COMMITTEE

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

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

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

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

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

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

ARTICLE XL

EMPLOYEE PERFORMANCE EVALUATION

A. Policy

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

B. Program

1. The Program consists of setting goals and objectives and reviewing attention to and attainment of these goals and objectives as well as identification and demonstration of job specific competencies that are determined to be necessary for successful performance in the position entrusted to each employee.
2. The Program expects continual monitoring of performance and demands at least annual evaluation of attention to and attainment of job specific goals and objectives as well as the successful demonstration of identified competencies of the position.
3. Both goals and objectives and job specific competencies will be shared and discussed with each employee periodically as performance is evaluated over the course of an annual period. All opportunities, goals and objectives not already stated in an employee's position description or previously communicated to the employee that will be evaluated as a measure of merit compensation, must be communicated in writing to the employee within the first three (3) months of the annual performance period.
4. Employees will be provided with a copy of each evaluative measure that is committed to writing by Employer and will be notified of all such evaluative measures that will be immediately or ultimately placed in an employee's official Personnel File. All such evaluative writings shall require a signature of the evaluated employee prior to

placement in an employee's Personnel File. The employee's signature shall verify that he/she has seen and reviewed the evaluation. It does not necessarily denote agreement or concurrence with the evaluative writing.

5. **FY'01-FY'02 (July 2000-June 2002):**

Ratings as to goals and objectives accomplishment and performance characteristics shall be denoted as either "ER" (consistently exceeds established requirements and expectations), "MR+" (consistently demonstrates mastery of the position's established requirements and responsibilities), "MR" (consistently meets most or all established requirements and reasonable expectations), "MR-" (minimally meets most of the established requirements on a consistent basis), or "FS" (consistently falls short of established requirements). Ratings of "ER", "MR+" or "FS" must be elaborated upon by the Employer in writing. Rating of MR beyond assessment of meeting minimal standards and requirements must also be elaborated upon, consistent with the compensation methodology herein set out. A written format for the evaluation shall be available from the Department of Human Resources.

5a. **FY'03 (July 2002-June 2003):**

Ratings as to goals and objectives accomplishment and performance characteristics shall be denoted as either "ER" (consistently exceeds established requirements and expectations), "MS" (consistently demonstrates mastery of the position's established requirements and responsibilities as well as showing an inexhaustible learning curve and initiative within the position's parameters), "MR" (consistently meets most or all established requirements and reasonable expectations), "MR-" (minimally meets most of the established requirements on a consistent basis), or "FS" (falls short, on balance, of established requirements). Ratings of "ER", "MS", "MR" or "FS" must be elaborated upon by the Employer in writing. Rating of MR- should also be elaborated upon, consistent with the compensation methodology herein set out. A written format for the evaluation shall be available from the Department of Human Resources.

6. The evaluation(s) shall be reviewed by the evaluator's supervisor for concurrence, comment or rejection. An approved evaluation, along with recertified match of competencies to position, shall serve as guiding factors in setting applicable goals and objective for the ensuing performance period. A rejection shall be accompanied with rationale and shall be considered in evaluating the performance management of the evaluator. A rejected evaluation shall either be reformed by the evaluator and resubmitted for approval or provided to the employee by the evaluator's supervisor who reformed the evaluation.

7. **Compensation:** The approved evaluation shall serve as the dominant guide in determination of annual performance based compensation adjustment, as set out in Article XXXVI, Salary Program Compensation. The direct relationship of performance to enhanced compensation shall be in accordance with the following guide:

COMPENSATION GUIDE
(FY 2000 – FY 2001)

PERFORMANCE	STEP/CASH EQUIVALENT AWARD
Exceeds Standards	3 or 4 Steps
Meets Standards Above Minimum Level	1 or 2 Steps
Meets Standards at Minimum Level or Falls Short of Standards	No Adjustment

COMPENSATION GUIDE
(FY 2003 & AFTER)

PERFORMANCE	STEP/CASH EQUIVALENT AWARD
Exceeds Standards	4 Steps (5 Steps with concurrence of President & MRC)
Mastery of Standards	2 or 3 Steps
Meets Standards Above Minimum Level	1 Step
Meets Standards at Minimum Level or Falls Short of Standards	No Adjustment

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

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

ii. **Mastery of Standards (Commencing FY'03 for application in evaluating FY'02 performance):** The excellent employee in all regards best defines this rating. This employee demonstrates an inexhaustible learning curve and an ability to mobilize that learned into the practice of positional responsibilities serving as the prototype for maximum achievement within the position's responsibilities. This employee's performance character and associated attributes, such as commitment, initiative, longevity, respect, integrity, timeliness, customer focus and exemplary teaming skills must be uncompromised and serve as a position's prototype performance.

iii. **Meets Standards:** All employees are expected to meet those standards as set out for them in position description and published performance program as a condition of employment in good standing. Meeting standards at a minimum established level is not of itself meritorious. Meeting increasingly challenging and/or elevated standards of a performance pact with demonstrated consistency is a greater accomplishment than meeting necessary, but routine, standards and will be accorded greater weight in merit awarding.

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

b. **Award Distribution:** All awards to those found to exceed position standards shall be funded and distributed before any other awards. Thereafter, award funding and distribution shall be as follows:

(July 2000 – July 2001 awards):

- i. Meets Standards above minimum level – 1 Step Award
- ii. Meets More Challenging/Difficult Standards – Additional Step Award.
- iii. Redistribution of unexpected pool monies.

(July 2002 and after):

- i. Mastery of Standards – 2 Steps.
- ii. Meets Standards above Minimum Level – 1 Step Award as available.
- iii. Unexpended, secondary fund distribution to the best of those mastering positional standards.

Any deficiency in pool funds to award two (2) Steps to those mastering standards ("i" above for July 2002 award program) will be made up as follows:

- (1) Inclusive of successful appeals, the first Ten Thousand Dollars beyond pool funds will be deducted from the ensuing year's merit pool.
- (2) Funds in excess of Ten Thousand Dollars will be rounded to the nearest thousand, and deduced on a pro rata basis from the next across-the-board salary adjustment for all members of the Union. All awards, except those awarded following a successful appeal, shall be determined and paid within ninety (90) days following the end of the applicable fiscal year of the Program unless there are over five (5) appeals advanced by the Union, in which case, the awarding will be delayed until the appeals are determined and a redistribution will be accordingly made from the original program pool.

Except and only as set out above, once pooled merit funds are expended, the Employer's obligations hereunder are complete.

8. Formal annual evaluation shall be completed and submitted for performance based compensation consideration no earlier than ninety (90) days and no later than forty-five (45) days before the end of each fiscal year of the Program.

ARTICLE XLI

LEGISLATIVE ACTION

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

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

ARTICLE XLII

SAVINGS CLAUSE

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

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

ARTICLE XLIII

MAINTENANCE OF STANDARDS

A. Effects of Agreement

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

B. Complete Agreement

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

ARTICLE XLIV

EMERGENCY CLOSING POLICY

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

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

C. When the closing is effected, all employees covered by the declaration shall be released from reporting at work and shall be compensated at their regular rate of pay for such released period. All employees directed to report or remain at work during an Emergency Closing, and only such employees,

shall be considered essential services personnel for the period in question and, if of the legal category of personnel eligible for Overtime, shall receive double their regular rate of pay for that period of actual work reporting during the university declared emergency closing.

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

E. As a general rule, essential services personnel as described above are:

1. Physical Plant personnel involved in restoring, readying, and/or ensuring an accessible work environment.
2. University Public Safety personnel.
3. Residence Life personnel.
4. Specific 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.

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

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

H. In the event of a non-reporting, due to inclement weather or other real impediment making it virtually impossible to report, 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.

ARTICLE XLV

MISCELLANEOUS

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

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

ARTICLE XLVI

DRUG SCREENING

A. Introduction

New Jersey Institute of Technology's Public Safety Department has a legal responsibility and managerial obligation to maintain a safe work environment for its officers, and employees, as well as a duty to protect the community that it is sworn to serve. The professional responsibilities and the integrity of any law enforcement agency demands that its Public Safety Officers refrain, without excuse or exception, from the use and possession of illegal or medically unauthorized controlled dangerous substances (herein "drugs"). No person can function well while abusing drugs according to the New Jersey Department of Law and Public Safety Division of Criminal Justice. There is conclusive proof that the use and/or abuse of many types of drugs can and does produce negative effects on an individual's health. Public Safety Officers, being in positions of public trust and acting to promote the enforcement of the law, may not themselves operate outside of the law, whether on or off duty. Additionally, the possession and use of drugs in itself is a crime in this jurisdiction, and grounds for arrest, prosecution, incarceration and employment dismissal. A condition of employment must and shall be a Public Safety Officer who is free from drug possession, use and/or dependence. It is, therefore, the policy of NJIT's Public Safety Department that no Public Safety Officer shall possess or use any drugs, whether on or off duty, unless the drug has been legally prescribed for the Public Safety Officer by a physician licensed to practice medicine and issued in the manner prescribed.

B. Purpose

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

C. Definition of Terms

1. Public Safety Officer - All members of the collective bargaining unit serving within the Department of Public Safety other than those commissioned as Police Officers or in a managerial, supervisory, labor confidential, or clerical position.
2. Supervisors - Sworn Police Officers, including superior officers, assigned to positions having day-to-day responsibilities for supervision of Public Safety Officers.
3. Urinalysis - A urine test administered under approved conditions and procedure for detecting illegal drug usage.

4. **Reasonable Individualized Suspicion** - An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, as determined by the Director of Public Safety, which would induce a reasonably intelligent and prudent person to believe that a reasonable, objective basis exists to suspect that a urinalysis will produce evidence of a drug as defined by this Policy.
5. **Drugs** - Controlled substances or illegal drugs, as defined in Title 2C of the New Jersey Statutes.

D. **Drug Testing Parameters**

1. **Pre-employment or Probationary Period Screening** - Drug screening shall occur as part of the pre-employment medical examination administered to persons applying for any Public Safety Officer positions with the NJIT Public Safety Department, including those former Public Safety Officers who are serving as police trainees during their attendance at a police training academy. Additionally, screening at the discretion of NJIT may take place at any time during a Public Safety Officer's probationary period with the Department of Public Safety. Upon successful completion of the probationary period, drug screening shall be conducted in accordance with the standards set forth in paragraph 2. (Employment Screening) below. Rehabilitation for substance abuse, rather than dismissal, will be considered only under exceptional circumstances and at the discretion of NJIT, consistent with law and NJIT labor policy and practice and generally depending on the type of drug being abused and the severity of the problem.
2. **Employment Screening** - In balancing the NJIT community's right to have a drug-free Public Safety Department against the Public Safety Officer's right to privacy, urinalysis will be the chosen method of screening. Screening will be administered as follows: (1) screening of all Public Safety Officers, in the absence of "reasonable individualized suspicion" may be conducted at NJIT's discretion at any time upon five (5) calendar days' notice or (2) individual screening will be administered only when there is a "reasonable individualized suspicion" to believe that an individual Public Safety Officer is using drugs in violation of policy. Testing will be required based on the objective facts and on rational inferences, drawn by a supervisor, to indicate that the usage of any drug may be the cause of an unfit condition where the Public Safety Officer is:
 - a. Impaired in, or incapable of performing his or her assigned duties, and/or
 - b. The subject of investigation where sufficient evidence and facts are present to constitute a "reasonable/individualized suspicion" that he or she is involved in the use, possession or sale of drugs and/or
 - c. Experiencing (without plausible, legitimate explanation proffered and fully validated) excessive absenteeism and significantly reduced productivity, and/or

ARTICLE XLVII

DURATION

A. Except as otherwise specified, all portions of this Agreement shall be effective July 1, 1999 and all portions of the Agreement shall terminate as of June 30, 2003.

B. 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.

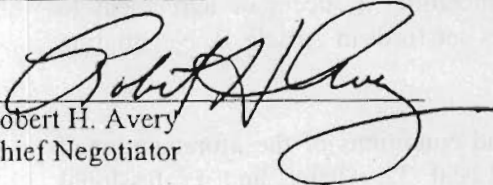
C. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and Local 32, Office and Professional Employees.

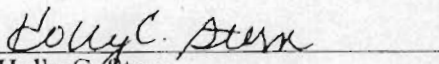
International Union, AFL-CIO, effective the first day of July, 1999 except as otherwise set out herein and which will terminate June 30, 2003.

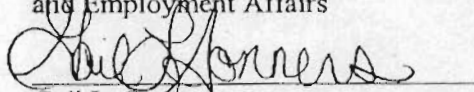
Signed this 9th day of December

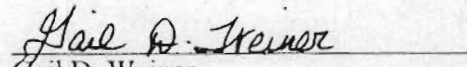
1999.

For the Employer:

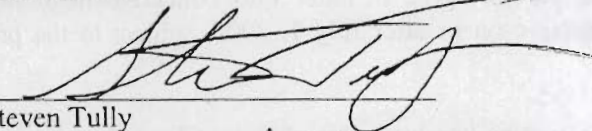

Robert H. Avery
Chief Negotiator

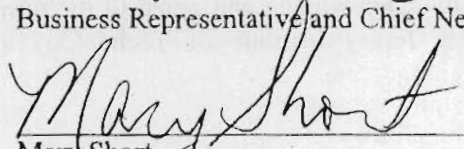

Holly C. Stern
Director of Office of Legal
and Employment Affairs

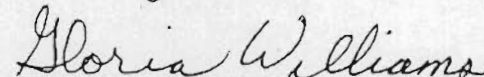

Gail L. Sommers
Executive Director of Human Resources

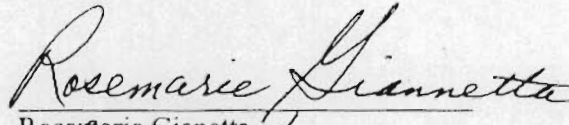

Gail D. Weiner

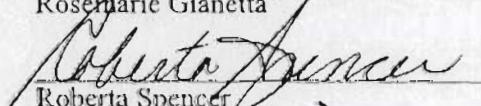
For the Union:

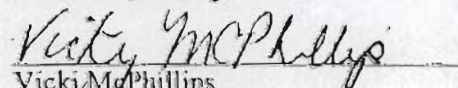

Steven Tully
Business Representative and Chief Negotiator

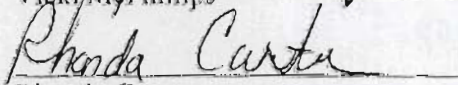

Mary Short
Chief Shop Steward

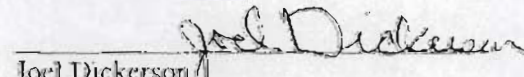

Gloria Williams

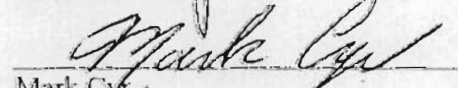

Rosemarie Gianetta



Roberta Spencer


Vicki McPhillips


Rhonda Carter


Joel Dickerson


Mark Cye


Ivie Canzater

- d. Found to have excessive or otherwise suspicious on-duty injuries or other accidents indicating negligence in relation to assigned duties; and/or
- e. Exhibiting unusual and/or bizarre behavior patterns, reasonably deemed inconsistent with regular and appropriate behavior patterns.

E. **Testing Procedures**

1. Any Public Safety Officer who is consuming a prescribed medication which may not otherwise be defined as a drug under this Policy or ingesting over-the-counter drugs, shall, upon being ordered to submit to drug testing, inform their immediate supervisor of the nature of the illness or injury, along with the name and type of medication being taken and the physician prescribing same. Any prescribed drug shall be identified and noticed to the Public Safety Officer's immediate supervisor prior to the start of duty during which the prescribed medication is issued and to be taken. The form to be utilized is set forth on Attachment A.
2. In the case of drug testing based upon reasonable individualized suspicion, supervisors shall prepare a written report requesting urinalysis, where there is a credibility to the sources of information, e.g., by tip, informant, personal knowledge, observations, other documentation or reliable information that a Public Safety Officer is a user of drugs. The report, which shall be confidential, shall be forwarded to the Director of Public Safety, documenting the specific reasons for the request with all circumstances and/or corroborating evidence supporting individualized, reasonable suspicion (e.g., relevant facts exhibited by the Public Safety Officer.)
 - a. The decision to test a Public Safety Officer for drugs based upon satisfaction of the standards for reasonable individualized suspicion shall be made by the Director of Public Safety. If the Director of Public Safety cannot be contacted within a reasonable period of time, a Lieutenant may (acting in his absence) order such test.

3. **Notification of Drug Screening**

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

- b. Any Public Safety Officer who refuses to appear for testing at the time and place designated by the Department, will be dismissed from NJIT employment.
4. **Responsibility** A supervisor designated by the Director of Public Safety shall be directly responsible for scheduling and supervising the conducting of all drug screening for Public Safety Officers.
5. **Processing of Urine Specimen**
- a. **Designated Laboratory and Test**
The State of New Jersey Medical Examiner's Toxicology Laboratory, Newark, New Jersey shall be the sole facility for testing procedures for Public Safety Officers. The following two step process will be followed:
 - i. The **Enzyme Multiplied Immunoassay Test (EMIT)** and **Thin Layer Chromatography (TLC)** will be used as initial drug screening procedures.
 - ii. **Gas Chromatography/Mass Spectrometry (GCMS)** technique is used to confirm all positive results of initial drug screening.
 - b. **Preliminary Acquisition Procedures**
Before a Public Safety Officer is ordered to submit to a drug test on the basis of "reasonable individualized suspicion", the Department shall prepare a confidential report which documents the basis therefor. The Director of Public Safety (or such individual designated by this Policy to render approval of testing) shall base his/her decision on the contents of this confidential report. No such report shall be required in the event of allowable discretionary testing.

Prior to the submission of a urine sample for any type of testing, the Public Safety Officer shall complete a medical questionnaire which clearly describes all medications, both prescription or over the counter, which he or she ingested during the prior thirty (30) days.
 - c. **Specimen Acquisition Procedure**
At the time the urine sample is provided, the Public Safety Officer will have the option to submit two samples. Both samples will be acquired according to the procedures outlined herein. One will be forwarded to the State Medical Examiner Laboratory for testing; the remaining sample will be stored in a frozen state within, or accessible to, the Department according to departmental procedures regarding chain of custody and evidence storage. This sample will be made available, upon request through the appropriate channels, to the Public Safety Officer or his or her authorized employment representative (which for this process only may include retained counsel).

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

c. Negative Results

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

F. Searches and Seizures

- 1. Any supervisor finding a Public Safety Officer in possession or control of drugs or contraband, shall immediately notify the Director of Public Safety or, in his absence, a Lieutenant, and follow existing police procedures regarding the seizure of the evidence.
- 2. All properties belonging to NJIT's Public Safety Department are subject to searches at any given time, upon the existence of a state of facts which would rationally indicate that drugs or contraband may be present therein. Such state of facts shall be set forth in a written report, to be filed with the Director of Public Safety within a reasonable amount of time following the search. This warrantless search may occur, without notice, as there is no expectation of privacy in or on NJIT owned property provided for the Public Safety Officers' storage of clothing and personal effects, unless otherwise specifically authorized in writing by NJIT.

3. Property includes, but is not limited to, NJIT police-owned vehicles, desks, drawers, containers, file cabinets and storage lockers.
4. Lockers that are assigned to department members, including those that may be locked, are also subject to searches by the Director of Public Safety and/or his designee(s) in the presence of the Public Safety Officers, with or without their permission. There is no expectation of privacy (from the university's authorized personnel) in said lockers, notwithstanding the allowance of department members to secure their valuables from others.
5. All confiscated items shall be inventoried by the supervisor, invoiced on a Property Evidence Receipt, as investigatory evidence, and placed in a property envelope and delivered to the Newark Police Department.
6. The supervisor conducting the search shall submit a detailed report to the Director of Public Safety, fully documenting all evidence that supported the existence of a rational suspicion which led to the search. The results of the search shall also be clearly articulated.

ARTICLE XLVII

DURATION

- A. Except as otherwise specified, all portions of this Agreement shall be effective July 1, 1999 and all portions of the Agreement shall terminate as of June 30, 2003.
- B. 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.
- C. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and Local 32, Office and Professional Employees.

Appendix A
Job Title Table
July 1999

	<i>Job Title</i>	<i>Range</i>	<i>Revision</i>	<i>Date Revised</i>
1.	Academic Consultant	22		
2.	Accountant Assistant/Bursar	15		
3.	Accounting Assistant	13		
4.	Accounting Technician	13		
5.	Accounts Payable Clerk	13		
6.	Accounts Payable Supervisor	17		
7.	Administrative Assistant II	18		
8.	Administrative Assistant III	16		
9.	Administrative Clerk/Word Processor	15		
10.	Assistant Cashier	12		
11.	Benefits Assistant	18		
12.	Buyer	18		
13.	Career Resource Assistant	15		
14.	Clerical Assistant	11		
15.	Computer Operator A	16		
16.	Computing Stores Specialist	17		
17.	Customer Service Representative	13		
18.	Customer Service Representative I	14		
19.	Customer Support Specialist	22		
20.	Data Control Clerk	13		
21.	Data Entry Clerk	14		
22.	Data Entry Specialist	13		
23.	Delivery Supervisor	13		
24.	Development Assistant Records Management	19		
25.	DP OPS Supervisor I	22		

	Job Title	Range	Revision	Date Revised
26.	DP OPS Supervisor II	19		
27.	Financial Aid Generalist	15		
28.	Generalist/DP Clerk	14		
29.	Head Cashier	18		
30.	Head Clerk	15		
31.	Help Desk Computer Operator Technician	18		
32.	Jr. Academic Consultant	20		
33.	Lead Computer Operator	19		
34.	Library Assistant I	16		
35.	Library Assistant II	14		
36.	Library Assistant III	11		
37.	Mail Clerk	9		
38.	Network Analyst	27		
39.	Office Technical Assistant	14		
40.	Payroll Clerk	14		
41.	PC Lab Supervisor	23		
42.	PC Network Specialist	25		
43.	Principal Clerical Assistant	13		
44.	Principal Clerk	11		
45.	Principal Clerk Bookkeeper	16		
46.	Principal Clerk Stenographer	13		
47.	Principal Secretarial Technical	14		
48.	Principal Clerk Typist	13		
49.	Production Control Coordinator	20		
50.	Program Assistant	19		
51.	Receptionist	9		
52.	Records Assistant	15		
53.	Recruitment Assistant	15		

	Job Title	Range	Revision	Date Revised
54.	Secretarial Assistant II	17		
55.	Secretarial Assistant III	15		
56.	Security Officer/Dispatcher	14		
57.	Security Officer	11		
58.	Security Systems Assistant	16		
59.	Security Systems Operator	14		
60.	Senior Academic Consultant	23		
61.	Senior Clerk Typist	15		
62.	Senior Security Officer	13		
63.	Statistical Typist Secretary	13		
64.	Student Personnel Customer Service Specialist	15		
65.	Student Personnel Specialist	18		
66.	Student Services Generalist	15		
67.	Systems Analyst I	20		
68.	Telecommunications Specialist	22		
69.	Theatre Technician	18		
70.	Video Production Assistant	20		
71.				
72.				
73.				
74.				
75.				
76.				
77.				
78.				
79.				

Effective July 8, 2001 - January 5, 2002

Age/Stp	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
9	\$21,348	\$21,823	\$22,298	\$22,772	\$23,247	\$23,721	\$24,196	\$24,671	\$25,146	\$25,620	\$26,094	\$26,569	\$27,044	\$27,518	\$27,993	\$28,468	\$28,942	\$29,417	\$29,891	\$30,366
10	\$22,274	\$22,772	\$23,270	\$23,767	\$24,265	\$24,763	\$25,261	\$25,758	\$26,256	\$26,754	\$27,252	\$27,750	\$28,247	\$28,745	\$29,243	\$29,741	\$30,238	\$30,736	\$31,234	\$31,732
11	\$23,245	\$23,767	\$24,290	\$24,812	\$25,334	\$25,857	\$26,379	\$26,901	\$27,423	\$27,945	\$28,467	\$28,989	\$29,512	\$30,034	\$30,557	\$31,079	\$31,601	\$32,123	\$32,645	\$33,167
12	\$24,264	\$24,812	\$25,360	\$25,908	\$26,456	\$27,004	\$27,552	\$28,100	\$28,648	\$29,196	\$29,744	\$30,292	\$30,840	\$31,388	\$31,936	\$32,485	\$33,033	\$33,581	\$34,129	\$34,677
13	\$25,331	\$25,908	\$26,484	\$27,061	\$27,638	\$28,214	\$28,791	\$29,368	\$29,944	\$30,521	\$31,097	\$31,674	\$32,251	\$32,827	\$33,404	\$33,981	\$34,557	\$35,134	\$35,710	\$36,287
14	\$26,456	\$27,061	\$27,666	\$28,271	\$28,877	\$29,482	\$30,087	\$30,692	\$31,298	\$31,902	\$32,508	\$33,113	\$33,718	\$34,323	\$34,928	\$35,533	\$36,138	\$36,744	\$37,348	\$37,955
15	\$27,636	\$28,271	\$28,907	\$29,541	\$30,177	\$30,812	\$31,447	\$32,082	\$32,717	\$33,352	\$33,987	\$34,622	\$35,257	\$35,892	\$36,527	\$37,162	\$37,797	\$38,433	\$39,068	\$39,703
16	\$28,874	\$29,542	\$30,209	\$30,877	\$31,545	\$32,213	\$32,881	\$33,548	\$34,216	\$34,884	\$35,552	\$36,219	\$36,887	\$37,555	\$38,223	\$38,890	\$39,558	\$40,225	\$40,893	\$41,561
17	\$30,175	\$30,877	\$31,578	\$32,280	\$32,982	\$33,683	\$34,385	\$35,087	\$35,789	\$36,490	\$37,192	\$37,894	\$38,595	\$39,297	\$39,999	\$40,701	\$41,402	\$42,104	\$42,806	\$43,507
18	\$31,078	\$31,803	\$32,528	\$33,253	\$33,978	\$34,703	\$35,428	\$36,153	\$36,878	\$37,602	\$38,327	\$39,052	\$39,777	\$40,502	\$41,227	\$41,952	\$42,677	\$43,401	\$44,126	\$44,851
19	\$32,979	\$33,752	\$34,525	\$35,297	\$36,070	\$36,842	\$37,614	\$38,386	\$39,159	\$39,931	\$40,704	\$41,476	\$42,248	\$43,021	\$43,793	\$44,566	\$45,338	\$46,111	\$46,883	\$47,656
20	\$34,485	\$35,297	\$36,109	\$36,920	\$37,732	\$38,544	\$39,356	\$40,168	\$40,980	\$41,792	\$42,604	\$43,416	\$44,227	\$45,039	\$45,850	\$46,663	\$47,475	\$48,287	\$49,099	\$49,910
21	\$36,067	\$36,920	\$37,773	\$38,626	\$39,478	\$40,331	\$41,183	\$42,036	\$42,889	\$43,742	\$44,594	\$45,447	\$46,299	\$47,152	\$48,005	\$48,858	\$49,710	\$50,563	\$51,415	\$52,268
22	\$37,731	\$38,626	\$39,520	\$40,415	\$41,310	\$42,205	\$43,100	\$43,994	\$44,889	\$45,784	\$46,679	\$47,574	\$48,469	\$49,364	\$50,258	\$51,154	\$52,048	\$52,943	\$53,838	\$54,733
23	\$39,476	\$40,415	\$41,354	\$42,293	\$43,232	\$44,171	\$45,110	\$46,054	\$46,993	\$47,933	\$48,873	\$49,812	\$50,752	\$51,692	\$52,632	\$53,571	\$54,511	\$55,450	\$56,390	\$57,330
24	\$42,097	\$43,103	\$44,109	\$45,115	\$46,121	\$47,127	\$48,133	\$49,140	\$50,146	\$51,152	\$52,158	\$53,165	\$54,171	\$55,177	\$56,183	\$57,188	\$58,194	\$59,201	\$60,207	\$61,213
25	\$44,058	\$45,115	\$46,173	\$47,230	\$48,288	\$49,345	\$50,402	\$51,460	\$52,518	\$53,575	\$54,633	\$55,690	\$56,748	\$57,805	\$58,863	\$59,920	\$60,977	\$62,035	\$63,093	\$64,150
26	\$46,120	\$47,230	\$48,341	\$49,451	\$50,562	\$51,671	\$52,780	\$53,889	\$55,002	\$56,112	\$57,223	\$58,333	\$59,443	\$60,553	\$61,664	\$62,774	\$63,884	\$64,994	\$66,105	\$67,216
27	\$48,285	\$49,451	\$50,617	\$51,782	\$52,948	\$54,114	\$55,280	\$56,445	\$57,611	\$58,776	\$59,943	\$61,108	\$62,274	\$63,439	\$64,605	\$65,771	\$66,937	\$68,103	\$69,269	\$70,435
28	\$50,558	\$51,782	\$53,006	\$54,230	\$55,454	\$56,678	\$57,902	\$59,126	\$60,351	\$61,574	\$62,798	\$64,022	\$65,246	\$66,471	\$67,695	\$68,919	\$70,143	\$71,367	\$72,591	\$73,815
29	\$52,945	\$54,230	\$55,515	\$56,800	\$58,085	\$59,371	\$60,656	\$61,940	\$63,225	\$64,511	\$65,796	\$67,081	\$68,366	\$69,651	\$70,936	\$72,221	\$73,506	\$74,791	\$76,076	\$77,361
30	\$55,451	\$56,800	\$58,149	\$59,498	\$60,847	\$62,196	\$63,545	\$64,894	\$66,243	\$67,591	\$68,940	\$70,289	\$71,639	\$72,987	\$74,336	\$75,685	\$77,034	\$78,383	\$79,732	\$81,081

Effective January 6, 2002 - July 6, 2002

Rq#/Stp	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
9	\$26,616	\$26,858	\$27,100	\$27,343	\$27,585	\$27,827	\$28,069	\$28,311	\$28,553	\$28,795	\$29,037	\$29,279	\$29,521	\$29,763	\$30,005	\$30,247	\$30,489	\$30,731	\$30,973	\$31,215
10	\$27,797	\$28,039	\$28,281	\$28,523	\$28,765	\$29,007	\$29,249	\$29,491	\$29,733	\$29,975	\$30,217	\$30,459	\$30,701	\$30,943	\$31,185	\$31,427	\$31,669	\$31,911	\$32,153	\$32,395
11	\$29,037	\$29,279	\$29,521	\$29,763	\$30,005	\$30,247	\$30,489	\$30,731	\$30,973	\$31,215	\$31,457	\$31,699	\$31,941	\$32,183	\$32,425	\$32,667	\$32,909	\$33,151	\$33,393	\$33,635
12	\$30,339	\$30,581	\$30,823	\$31,065	\$31,307	\$31,549	\$31,791	\$32,033	\$32,275	\$32,517	\$32,759	\$33,001	\$33,243	\$33,485	\$33,727	\$33,969	\$34,211	\$34,453	\$34,695	\$34,937
13	\$31,719	\$31,961	\$32,203	\$32,445	\$32,687	\$32,929	\$33,171	\$33,413	\$33,655	\$33,897	\$34,139	\$34,381	\$34,623	\$34,865	\$35,107	\$35,349	\$35,591	\$35,833	\$36,075	\$36,317
14	\$33,158	\$33,400	\$33,642	\$33,884	\$34,126	\$34,368	\$34,610	\$34,852	\$35,094	\$35,336	\$35,578	\$35,820	\$36,062	\$36,304	\$36,546	\$36,788	\$37,030	\$37,272	\$37,514	\$37,756
15	\$34,667	\$34,909	\$35,151	\$35,393	\$35,635	\$35,877	\$36,119	\$36,361	\$36,603	\$36,845	\$37,087	\$37,329	\$37,571	\$37,813	\$38,055	\$38,297	\$38,539	\$38,781	\$39,023	\$39,265
16	\$36,263	\$36,505	\$36,747	\$36,989	\$37,231	\$37,473	\$37,715	\$37,957	\$38,199	\$38,441	\$38,683	\$38,925	\$39,167	\$39,409	\$39,651	\$39,893	\$40,135	\$40,377	\$40,619	\$40,861
17	\$37,937	\$38,179	\$38,421	\$38,663	\$38,905	\$39,147	\$39,389	\$39,631	\$39,873	\$40,115	\$40,357	\$40,599	\$40,841	\$41,083	\$41,325	\$41,567	\$41,809	\$42,051	\$42,293	\$42,535
18	\$39,686	\$39,928	\$40,170	\$40,412	\$40,654	\$40,896	\$41,138	\$41,380	\$41,622	\$41,864	\$42,106	\$42,348	\$42,590	\$42,832	\$43,074	\$43,316	\$43,558	\$43,800	\$44,042	\$44,284
19	\$41,518	\$41,760	\$42,002	\$42,244	\$42,486	\$42,728	\$42,970	\$43,212	\$43,454	\$43,696	\$43,938	\$44,180	\$44,422	\$44,664	\$44,906	\$45,148	\$45,390	\$45,632	\$45,874	\$46,116
20	\$43,456	\$43,698	\$43,940	\$44,182	\$44,424	\$44,666	\$44,908	\$45,150	\$45,392	\$45,634	\$45,876	\$46,118	\$46,360	\$46,602	\$46,844	\$47,086	\$47,328	\$47,570	\$47,812	\$48,054
21	\$45,486	\$45,728	\$45,970	\$46,212	\$46,454	\$46,696	\$46,938	\$47,180	\$47,422	\$47,664	\$47,906	\$48,148	\$48,390	\$48,632	\$48,874	\$49,116	\$49,358	\$49,600	\$49,842	\$50,084
22	\$47,613	\$47,855	\$48,097	\$48,339	\$48,581	\$48,823	\$49,065	\$49,307	\$49,549	\$49,791	\$50,033	\$50,275	\$50,517	\$50,759	\$51,001	\$51,243	\$51,485	\$51,727	\$51,969	\$52,211
23	\$49,850	\$50,092	\$50,334	\$50,576	\$50,818	\$51,060	\$51,302	\$51,544	\$51,786	\$52,028	\$52,270	\$52,512	\$52,754	\$52,996	\$53,238	\$53,480	\$53,722	\$53,964	\$54,206	\$54,448
24	\$52,201	\$52,443	\$52,685	\$52,927	\$53,169	\$53,411	\$53,653	\$53,895	\$54,137	\$54,379	\$54,621	\$54,863	\$55,105	\$55,347	\$55,589	\$55,831	\$56,073	\$56,315	\$56,557	\$56,799
25	\$54,652	\$54,894	\$55,136	\$55,378	\$55,620	\$55,862	\$56,104	\$56,346	\$56,588	\$56,830	\$57,072	\$57,314	\$57,556	\$57,798	\$58,040	\$58,282	\$58,524	\$58,766	\$59,008	\$59,250
26	\$57,114	\$57,356	\$57,598	\$57,840	\$58,082	\$58,324	\$58,566	\$58,808	\$59,050	\$59,292	\$59,534	\$59,776	\$60,018	\$60,260	\$60,502	\$60,744	\$60,986	\$61,228	\$61,470	\$61,712
27	\$59,684	\$59,926	\$60,168	\$60,410	\$60,652	\$60,894	\$61,136	\$61,378	\$61,620	\$61,862	\$62,104	\$62,346	\$62,588	\$62,830	\$63,072	\$63,314	\$63,556	\$63,798	\$64,040	\$64,282
28	\$62,364	\$62,606	\$62,848	\$63,090	\$63,332	\$63,574	\$63,816	\$64,058	\$64,300	\$64,542	\$64,784	\$65,026	\$65,268	\$65,510	\$65,752	\$65,994	\$66,236	\$66,478	\$66,720	\$66,962
29	\$65,154	\$65,396	\$65,638	\$65,880	\$66,122	\$66,364	\$66,606	\$66,848	\$67,090	\$67,332	\$67,574	\$67,816	\$68,058	\$68,300	\$68,542	\$68,784	\$69,026	\$69,268	\$69,510	\$69,752
30	\$68,060	\$68,302	\$68,544	\$68,786	\$69,028	\$69,270	\$69,512	\$69,754	\$70,000	\$70,242	\$70,484	\$70,726	\$70,968	\$71,210	\$71,452	\$71,694	\$71,936	\$72,178	\$72,420	\$72,662

Effective January 5, 2003

Rge/Slp	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
9	\$22,766	\$23,019	\$23,272	\$23,525	\$23,778	\$24,031	\$24,284	\$24,538	\$24,791	\$25,044	\$25,297	\$25,550	\$25,803	\$26,056	\$26,309	\$26,563	\$26,816	\$27,068	\$27,321	\$27,574
10	\$23,754	\$24,019	\$24,284	\$24,550	\$24,815	\$25,081	\$25,346	\$25,611	\$25,877	\$26,142	\$26,407	\$26,673	\$26,938	\$27,204	\$27,469	\$27,734	\$28,000	\$28,265	\$28,531	\$28,796
11	\$24,789	\$25,067	\$25,346	\$25,624	\$25,903	\$26,181	\$26,460	\$26,738	\$27,017	\$27,295	\$27,574	\$27,852	\$28,131	\$28,409	\$28,687	\$28,966	\$29,244	\$29,523	\$29,801	\$30,079
12	\$25,875	\$26,167	\$26,460	\$26,756	\$27,044	\$27,336	\$27,628	\$27,920	\$28,213	\$28,505	\$28,797	\$29,090	\$29,382	\$29,674	\$29,966	\$30,258	\$30,551	\$30,843	\$31,135	\$31,427
13	\$27,013	\$27,321	\$27,628	\$27,936	\$28,244	\$28,551	\$28,858	\$29,166	\$29,473	\$29,780	\$30,088	\$30,395	\$30,703	\$31,010	\$31,318	\$31,625	\$31,933	\$32,240	\$32,547	\$32,855
14	\$28,213	\$28,535	\$28,858	\$29,181	\$29,504	\$29,826	\$30,149	\$30,472	\$30,794	\$31,117	\$31,440	\$31,763	\$32,085	\$32,408	\$32,731	\$33,054	\$33,376	\$33,699	\$34,021	\$34,344
15	\$29,472	\$29,810	\$30,149	\$30,488	\$30,826	\$31,165	\$31,503	\$31,842	\$32,181	\$32,519	\$32,858	\$33,196	\$33,535	\$33,874	\$34,213	\$34,551	\$34,890	\$35,228	\$35,567	\$35,906
16	\$30,791	\$31,147	\$31,503	\$31,859	\$32,215	\$32,571	\$32,927	\$33,284	\$33,640	\$33,996	\$34,352	\$34,709	\$35,065	\$35,421	\$35,776	\$36,132	\$36,489	\$36,846	\$37,202	\$37,557
17	\$32,179	\$32,553	\$32,927	\$33,301	\$33,676	\$34,050	\$34,424	\$34,798	\$35,172	\$35,546	\$35,920	\$36,294	\$36,668	\$37,043	\$37,417	\$37,792	\$38,166	\$38,540	\$38,914	\$39,288
18	\$33,639	\$34,032	\$34,424	\$34,817	\$35,209	\$35,601	\$35,993	\$36,385	\$36,777	\$37,169	\$37,561	\$37,953	\$38,345	\$38,737	\$39,129	\$39,521	\$39,913	\$40,305	\$40,701	\$41,195
19	\$35,169	\$35,581	\$35,993	\$36,405	\$36,817	\$37,229	\$37,641	\$38,053	\$38,465	\$38,877	\$39,288	\$39,700	\$40,112	\$40,524	\$40,936	\$41,348	\$41,760	\$42,171	\$42,583	\$42,995
20	\$36,776	\$37,208	\$37,641	\$38,074	\$38,507	\$38,939	\$39,372	\$39,805	\$40,238	\$40,671	\$41,104	\$41,537	\$41,969	\$42,402	\$42,836	\$43,268	\$43,701	\$44,134	\$44,568	\$45,000
21	\$38,463	\$38,917	\$39,372	\$39,827	\$40,282	\$40,736	\$41,191	\$41,645	\$42,100	\$42,555	\$43,009	\$43,464	\$43,918	\$44,373	\$44,828	\$45,283	\$45,737	\$46,192	\$46,646	\$47,101
22	\$40,236	\$40,714	\$41,191	\$41,668	\$42,145	\$42,622	\$43,099	\$43,577	\$44,054	\$44,531	\$45,008	\$45,485	\$45,962	\$46,439	\$46,916	\$47,393	\$47,870	\$48,348	\$48,825	\$49,302
23	\$42,097	\$42,598	\$43,099	\$43,706	\$44,317	\$44,710	\$45,104	\$45,605	\$46,106	\$46,607	\$47,108	\$47,609	\$48,110	\$48,611	\$49,112	\$49,613	\$50,114	\$50,615	\$51,116	\$51,617
24	\$44,893	\$45,429	\$45,966	\$46,502	\$47,038	\$47,575	\$48,112	\$48,648	\$49,184	\$49,721	\$50,257	\$50,793	\$51,330	\$51,866	\$52,403	\$52,940	\$53,476	\$54,013	\$54,549	\$55,086
25	\$46,984	\$47,548	\$48,111	\$48,675	\$49,239	\$49,803	\$50,367	\$50,931	\$51,495	\$52,058	\$52,622	\$53,186	\$53,750	\$54,314	\$54,877	\$55,441	\$56,005	\$56,569	\$57,133	\$57,697
26	\$49,182	\$49,775	\$50,367	\$50,959	\$51,551	\$52,143	\$52,735	\$53,327	\$53,919	\$54,511	\$55,103	\$55,695	\$56,287	\$56,879	\$57,471	\$58,063	\$58,655	\$59,247	\$59,839	\$60,431
27	\$51,491	\$52,113	\$52,735	\$53,356	\$53,978	\$54,600	\$55,221	\$55,843	\$56,465	\$57,086	\$57,708	\$58,329	\$58,951	\$59,572	\$60,193	\$60,815	\$61,437	\$62,058	\$62,680	\$63,302
28	\$53,915	\$54,568	\$55,221	\$55,874	\$56,526	\$57,179	\$57,831	\$58,484	\$59,137	\$59,790	\$60,442	\$61,095	\$61,748	\$62,400	\$63,053	\$63,706	\$64,358	\$65,011	\$65,663	\$66,316
29	\$56,461	\$57,146	\$57,832	\$58,517	\$59,202	\$59,887	\$60,572	\$61,257	\$61,943	\$62,628	\$63,313	\$63,999	\$64,684	\$65,369	\$66,054	\$66,739	\$67,424	\$68,109	\$68,795	\$69,480
30	\$59,133	\$59,853	\$60,572	\$61,292	\$62,011	\$62,730	\$63,449	\$64,169	\$64,888	\$65,607	\$66,326	\$67,046	\$67,765	\$68,484	\$69,203	\$69,923	\$70,642	\$71,361	\$72,080	\$72,799

Rge/Slp	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
9	\$27,827	\$28,080	\$28,333	\$28,587	\$28,840	\$29,093	\$29,346	\$29,599	\$29,852	\$30,105	\$30,358	\$30,611	\$30,864	\$31,117	\$31,370	\$31,623	\$31,876	\$32,129	\$32,383	\$32,636
10	\$29,062	\$29,327	\$29,593	\$29,858	\$30,123	\$30,389	\$30,654	\$30,919	\$31,185	\$31,450	\$31,716	\$31,981	\$32,246	\$32,512	\$32,777	\$33,043	\$33,308	\$33,574	\$33,839	\$34,104
11	\$30,358	\$30,636	\$30,914	\$31,193	\$31,472	\$31,750	\$32,029	\$32,307	\$32,586	\$32,864	\$33,143	\$33,421	\$33,700	\$33,978	\$34,256	\$34,535	\$34,813	\$35,092	\$35,370	\$35,648
12	\$31,720	\$32,012	\$32,304	\$32,596	\$32,889	\$33,181	\$33,473	\$33,765	\$34,057	\$34,350	\$34,642	\$34,934	\$35,226	\$35,519	\$35,811	\$36,103	\$36,395	\$36,688	\$36,980	\$37,272
13	\$33,162	\$33,470	\$33,778	\$34,085	\$34,393	\$34,700	\$35,007	\$35,315	\$35,622	\$35,930	\$36,238	\$36,545	\$36,852	\$37,160	\$37,467	\$37,774	\$38,082	\$38,389	\$38,697	\$39,004
14	\$34,667	\$34,989	\$35,312	\$35,635	\$35,958	\$36,280	\$36,602	\$36,925	\$37,248	\$37,571	\$37,893	\$38,216	\$38,539	\$38,862	\$39,184	\$39,507	\$39,830	\$40,153	\$40,475	\$40,798
15	\$36,244	\$36,583	\$36,921	\$37,260	\$37,599	\$37,937	\$38,276	\$38,615	\$38,953	\$39,292	\$39,630	\$39,969	\$40,307	\$40,646	\$40,985	\$41,324	\$41,662	\$42,001	\$42,339	\$42,678
16	\$37,913	\$38,268	\$38,624	\$38,980	\$39,336	\$39,692	\$40,049	\$40,405	\$40,761	\$41,117	\$41,473	\$41,829	\$42,185	\$42,541	\$42,897	\$43,253	\$43,609	\$43,965	\$44,321	\$44,677
17	\$39,662	\$40,036	\$40,410	\$40,784	\$41,158	\$41,533	\$41,907	\$42,281	\$42,655	\$43,029	\$43,404	\$43,778	\$44,152	\$44,526	\$44,900	\$45,274	\$45,649	\$46,023	\$46,397	\$46,771
18	\$41,669	\$41,979	\$42,270	\$42,768	\$43,266	\$43,563	\$43,860	\$44,341	\$44,843	\$45,126	\$45,409	\$45,914	\$46,420	\$46,699	\$46,978	\$47,370	\$47,762	\$48,155	\$48,547	\$48,939
19	\$43,407	\$43,819	\$44,230	\$44,642	\$45,054	\$45,466	\$45,878	\$46,290	\$46,702	\$47,114	\$47,525	\$47,937	\$48,349	\$48,761	\$49,173	\$49,585	\$49,997	\$50,409	\$50,821	\$51,233
20	\$45,453	\$45,866	\$46,279	\$46,732	\$47,164	\$47,597	\$48,030	\$48,463	\$48,895	\$49,329	\$49,762	\$50,195	\$50,628	\$51,061	\$51,494	\$51,927	\$52,359	\$52,792	\$53,225	\$53,658
21	\$47,556	\$48,010	\$48,465	\$48,919	\$49,374	\$49,829	\$50,283	\$50,738	\$51,193	\$51,647	\$52,102	\$52,557	\$53,011	\$53,466	\$53,921	\$54,375	\$54,830	\$55,285	\$55,739	\$56,194
22	\$49,779	\$50,256	\$50,734	\$51,211	\$51,688	\$52,165	\$52,642	\$53,119	\$53,596	\$54,073	\$54,550	\$55,028	\$55,505	\$55,982	\$56,459	\$56,937	\$57,414	\$57,891	\$58,368	\$58,845
23	\$52,118	\$52,619	\$53,120	\$53,621	\$54,123	\$54,624	\$55,125	\$55,626	\$56,127	\$56,628	\$57,129	\$57,630	\$58,131	\$58,632	\$59,133	\$59,634	\$60,135	\$60,636	\$61,137	\$61,639
24	\$55,622	\$56,159	\$56,695	\$57,232	\$57,768	\$58,305	\$58,841	\$59,377	\$59,914	\$60,450	\$60,986	\$61,523	\$62,059	\$62,596	\$63,133	\$63,669	\$64,206	\$64,742	\$65,278	\$65,815
25	\$58,281	\$58,825	\$59,369	\$59,912	\$60,456	\$61,000	\$61,544	\$62,088	\$62,632	\$63,176	\$63,720	\$64,264	\$64,808	\$65,352	\$65,896	\$66,440	\$66,984	\$67,528	\$68,072	\$68,616
26	\$61,023	\$61,615	\$62,207	\$62,799	\$63,391	\$63,983	\$64,575	\$65,167	\$65,759	\$66,351	\$66,943	\$67,535	\$68,127	\$68,719	\$69,311	\$69,903	\$70,495	\$71,087	\$71,679	\$72,271
27	\$63,933	\$64,545	\$65,156	\$65,768	\$66,380	\$66,991	\$67,603	\$68,214	\$68,826	\$69,437	\$70,048	\$70,659	\$71,270	\$71,881	\$72,492	\$73,103	\$73,714	\$74,325	\$74,936	\$75,547
28	\$66,969	\$67,621	\$68,274	\$68,926	\$69,579	\$70,232	\$70,885	\$71,538	\$72,190	\$72,843	\$73,495	\$74,148	\$74,801	\$75,454	\$76,106	\$76,759	\$77,412	\$78,065	\$78,717	\$79,370
29	\$70,165	\$70,860	\$71,555	\$72,250	\$72,945	\$73,640	\$74,335	\$75,030	\$75,725	\$76,420	\$77,115	\$77,810	\$78,505	\$79,200	\$79,895	\$80,590	\$81,285	\$81,980	\$82,675	\$83,370
30	\$73,519	\$74,238	\$74,957	\$75,676	\$76,395	\$77,114	\$77,833	\$78,552	\$79,271	\$79,990	\$80,709	\$81,428	\$82,147	\$82,866	\$83,585	\$84,304	\$85,023	\$85,742	\$86,461	\$87,180