

AGREEMENT

July 1, 1992 - June 30, 1995

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

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

ARTICLE I

RECOGNITION

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

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

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

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

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

ARTICLE II

NEGOTIATING PROCEDURE

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

B. The Employer agrees that any written salary and fringe benefits which apply to all employees shall not be changed during the period of this Agreement unless such change is mandated by State action.

C. Should any Article, Section or portion thereof, of this Agreement be held unlawful and unenforceable by a court of competent jurisdiction, such decisions of the court shall only apply to the specified Article, Section or portion thereof, directly specified in the decision. Upon the issuance of such decision, the parties agree immediately, to meet and discuss a substitute for the invalidated Article, Section or portion thereof.

D. The foregoing constitutes the entire Agreement between the parties and shall not be changed, except by an amendment mutually agreed upon between the parties, in writing annexed hereto, and designated as an amendment of this Agreement.

ARTICLE III

MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged and modified by this Agreement.

C. The Employer retains its responsibility to promulgate and enforce the rules and regulations subject to limitations imposed by the law governing the conduct of and activities of the employees not inconsistent with the express provisions of this Agreement.

ARTICLE IV

DUES/FEE DEDUCTION

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

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

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

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 the monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

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

1. **Purpose of Fee**

- a. Subject to the conditions set forth in (b) below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee, in lieu of dues, for services rendered by the majority representative until June 30, 1995. Nothing herein shall be deemed to require any employee to become a member of the majority representative.
- b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If, at the signing of this Contract, the above percentage has not been achieved, the agency fee plan will be continued through pay

period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to the affected employees.

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

2. Amount of Fee

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

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

3. Deduction and Transmission of Fee

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

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

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

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

4. **Demand and Return System**

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

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

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

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

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

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

5. **Employer Held Harmless**

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

6. **Legal Requirements**

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

ARTICLE V

RIGHTS OF THE UNION

A. The Employer agrees to recognize those members of the negotiating unit, not to exceed five (5), who are designated by the Union as Union representatives for collective negotiations by written

notice of the names of such members of the negotiation unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

B. Representatives of Council #52 shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the university is normally open provided they first report to the Office of Employee Relations in order that the department which they wish to visit can be notified and they do not interfere with or interrupt normal university operations or the work of any individual employee or group of employees.

C. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official Union business.

D. The Employer agrees to submit to the local Union, each month, a list of new employees eligible for the bargaining unit, and their job classification.

E. The Employer agrees to send copies of job postings, changed assignments, promotions, demotions, disciplinary actions and reclassification actions to the local Union President and Council 52.

ARTICLE VI

HOURS OF WORK

A. The regular hours of work each day shall be consecutive except for interruptions for lunch periods and the work week shall consist of five (5) consecutive eight hour days.

B. All employees shall be scheduled to work on a regular workshift and each workshift shall have a regular starting and quitting time involving no more than eight (8) consecutive hours of work.

C. 1. Work schedules showing the employee's shifts, work days, and hours, shall be posted on all departmental bulletin boards at all times. Work schedules shall not be changed without reasonable notice to the employees affected, and the Union. Reasonable notice shall, except in demonstrably extenuating circumstances, be considered to be at least two (2) weeks in advance of the implementation of the shift change(s).

2. In the event the Employer decides to create new work shifts, the Employer shall meet and confer with the Union regarding any such new shift prior to its

implementation. Such conference may include any problem perceived by the Union. The parties shall attempt to reach, within a reasonable period of time, agreement on a resolution of any problem raised by the Union, but failure to reach such agreement shall not hinder the implementation of such new work shifts, and the only grievable matter is whether, pursuant to this paragraph, such a meeting and discussion took place.

3. Prior to implementation of a shift change for incumbent employees, except where the Employer adjusts a shift of an employee in active disciplinary status or unless a certain expertise is required on a given shift that all members do not have, volunteers shall first be solicited in order of seniority with the most senior incumbent given option of first refusal.

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

D. All employees' work schedules shall provide for a 15 minute rest period during each one-half shift, however, such can be varied if necessary.

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

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

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

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

ARTICLE VII

HOLIDAYS

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

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

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

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

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

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

D. Employees who are on the payroll on a day designated by the Employer as a paid holiday, shall receive their regular rate of pay for that day. Subject to and except for the limitations of the provisions of D.#3 infra., any employee who is required to work any of the days designated by the Employer as a paid holiday, shall be afforded the following premium pay in addition to the holiday pay:

1. For the first 8 hours, time and one-half for all hours worked.
2. For all hours in excess of eight (8), double time for all hours worked.
3. For the period of the four (4) regular week days falling between the Christmas and New Year's holidays, the Employer shall designate, for each bargaining unit member, two (2) of these days as paid holidays, as part of provision A. supra.

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

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

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

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

F. The thirteen holidays, annually provided, pursuant to this Agreement, constitute the entire paid holiday schedule provided by the university.

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

ARTICLE VIII

RATE OF PAY

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

1. All work performed in excess of 8 hours in any work day or in excess of any regular scheduled work day shift.
2. All work performed in excess of 40 hours in any work week.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work performed on an employee's regular sixth day.
5. Employees recalled to work for emergency reasons after having departed from work, following completion of a full regular work shift, shall be guaranteed a minimum of two hours pay at the overtime rate of time and one-half for call back work.

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

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

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

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

E. The distribution of overtime shall be posted each six months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the Executive Director of Employee Relations.

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

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

ARTICLE IX

VACATIONS

A. Employees shall be granted an annual paid vacation for the period specified below, based upon the following service requirements:

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

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

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

D. If a paid holiday, as designated pursuant to ARTICLE VII of this Agreement, occurs during the regular work week in which a vacation is taken by the employee, the employee's vacation shall either be extended one additional work day or not charged one day, as mutually agreed between Employer and employee.

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

ARTICLE X

MATERNITY LEAVE

A. **Paid Leave:** An employee, upon written verification by a physician attesting to the temporary, disabling affect of pregnancy, may use accumulated sick, administrative and/or vacation leave accrual to remain fully compensated during any and all disabling period(s) of pregnancy or directly caused by pregnancy.

B. **Unpaid Leave:**

1. An employee, otherwise eligible for paid maternity leave, who does not have or does not wish to use any accumulated paid leave, or when she has used all or part of her paid, accrued leave(s), may apply for a

leave of absence, without pay, for a period not to exceed ninety (90) calendar days.

2. Upon receipt of formal application for unpaid leave of absence attributable to pregnancy the Employer shall grant, at minimum, that period requested, not to exceed a total of ninety (90) calendar days of paid, unpaid or combined leave.
3. Extension of unpaid leaves may be granted in the sole discretion of the Employer. Application therefore must be accompanied by specific physician's statement, certifying that pregnancy related disability persists and that a prescribed additional period of time should sufficiently resolve pregnancy related disability.

C. **Procedure:** To the extent possible, an employee intending to utilize the benefits of this provision, must formally notify her supervisor at least one (1) month in advance, of the commencement of the leave and one (1) month in advance of the anticipated end of such leave. All leaves, provided pursuant to this provision, must be secured and validated by a physician's statement diagnosing specific pregnancy related disability and its duration. If, for any reason, a specific period of time of pregnancy disability cannot be provided to the Employer by a physician, the employee must provide the Employer with continuing physician's validation.

D. **Reinstatement:**

1. Should the Employer reasonably determine that an employee's return to work might jeopardize her health or safety the Employer may require a written physician's statement certifying the employee's fitness to return to work, as a prerequisite to such return. The Employer may, upon reasonable evidence of such jeopardy, require examination and certification for return to work by a physician of its choosing, at its expense.
2. An employee, ready and able to return to work from a short-term leave and/or long-term, fully validated and fully funded sick leave, permitted pursuant to the above provisions, will be returned to her former position or an equivalent position with equivalent pay, and fringe benefits, including retirement system benefits. A short-term leave is, in total consecutive duration, ninety (90) calendar days or less.
3. While the Employer will make every reasonable effort to place an employee, ready and able to return from long-term unpaid maternity leave, in her former position or a comparable position, there is no entitlement to a position with the university following such long-term

leave of absence. A long-term leave of absence is, in total consecutive duration, ninety-one (91) calendar days of unpaid leave or more, regardless of manner in which secured.

4. The parameters on conditions pertaining to reinstatement shall not be unreasonably applied by the Employer nor abused by any employee.
5. Accepting a position with another employer, while on a maternity leave of absence will result in forfeiture of the leave of absence and all benefits derived therefrom or maintained during said leave and immediate termination of university employment.

ARTICLE XI

SICK LEAVE

A. Accrual:

New employees shall earn one 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 Employee 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 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 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 hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employees supervisor to notify the Employer of unanticipated sick leave.

If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness enabling sick leave usage. An employee absent for unanticipated sick leave for any and all periods totalling more than ten (10) days in one 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 re-certification and following fifteen (15) days usage in a fiscal year on account of said illness to provide additional re-certification of the chronic illness. Nothing herein shall be deemed, except as specifically stated, to limit management's prerogatives relative to operational determinations including the potentiality for termination of an employee whose legitimate absenteeism is too excessive to continue in active employment.

2. **Long Term Leave:** Sick leave, pursuant to this provision, of over two (2) 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 periodic medical progress reports and verification or alteration of the originally anticipated return date secured from the attending physician. The Employer reserves the right, at its own expense, to direct and secure a second opinion from a university selected physician during the long-term leave of absence and continue or reject authorization and utilization of paid sick leave based thereon.

No employee may return to active employment with the university unless and until a physician's specific

prognosis of the employee's recovery from the disabling aspects of the paid illness or injury is certified by said physician, in writing.

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

3. **Confidentiality of Records:** All medical reports and diagnosis provided pursuant to this Article shall remain confidential with the Department of Human Resources and the Executive Director of Employee Relations only.

D. **Unused Sick Leave - Retirement:**

Subject to the provision of NJSA 11:14-9 and rules and regulations promulgated thereunder, a full time employee who enters retirement, pursuant to the provisions of a State administered or approved retirement system, and has to his credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one year of the effective date of retirement.

ARTICLE XII

OTHER LEAVES OF ABSENCE

A. **Paid Leave:** Except for those express paid leaves provided for elsewhere in this Agreement by specific provision, paid leave of absence may only be afforded under extraordinary circumstances in the sole discretion of the Employer, as formally approved by the President of the university. Terms of any such leave shall be entirely as set out by the Employer.

B. **Unpaid Leave:**

1. Any employee, not entitled to, not electing where optional, or after having exhausted, the other leave benefits provided by this Agreement but desiring to remain employed by the university may apply for an unpaid leave of absence.
2. In reviewing requests for an unpaid leave of absence, the Employer will ensure that both New Jersey's Family Leave Act and the Federal Family Leave Act are fully complied with as prerequisite to its discretionary determination as to whether to grant a request and the parameters on such grant when given. In addition to other parameters as may be individually applied as a condition to an individually granted leave, 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.

C. **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 be provided promptly 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.

D. **Reinstatement:**

1. Should the Employer reasonably determine that an employee's return to work might jeopardize his/her

health or safety or that of the university's students or other employees, the Employer may require a written medical, psychological or other licensed professional's certification, appropriate under the circumstances, attesting to the employees fitness to return to work, as a prerequisite to such return. The Employer may, upon reasonable evidence of such jeopardy, require examination and certification for return to work by a physician of its choosing.

2. An employee, ready and able to return to work from a short-term leave, permitted pursuant to the above provisions will be returned to his/her former position or an equivalent position with equivalent pay, and fringe benefits, including retirement system benefits. A short-term leave is, in total consecutive duration, ninety (90) calendar days or less.
3. While the Employer will make every reasonable effort to place an employee ready and able to return from a long-term leave of absence in his/her former position or a comparable position, there is no entitlement to a position with the university following a long-term leave of absence. A long-term leave of absence is, in total consecutive duration, ninety-one (91) calendar days or more.
4. Accepting a position with another employer, while on a leave of absence, except as may be expressly understood as part of the reason for leave and approved by the Employer in advance, will result in forfeiture of the leave of absence and all benefits derived therefrom or maintained during said leave and immediate termination of university employment.

ARTICLE XIII

MILITARY LEAVE

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

ARTICLE XIV

LEAVE FOR UNION ACTIVITY

The Employer agrees to provide time-off without loss of pay for delegates of the Union to attend Union conventions, conferences or educational programs provided that the total amount of time without

loss of pay, during the period of this Agreement, shall not exceed a total of twelve (12) days during each year of this Agreement.

The Union shall request, in writing, approval from the Office of Employee Relations to use such leave. Such request shall be made, in writing, no less than four (4) weeks in advance by the Union specifying the type of Union activity for which time-off is sought, the individual(s) to be granted the time-off and the maximum amount of time to be utilized.

ARTICLE XV

OTHER PAID LEAVES

A. Court Required Service:

In the event an employee is scheduled for jury duty or subpoenaed by a court of competent jurisdiction to testify before that court, the employee shall receive pay for such term of actual service. The employee must provide, upon the employer's request, confirmation from court, specifically certifying actual dates of required service and dates and time served. The employee's pay for such certified and/or ratified service shall be his/her regular rate of pay, less the amount of pay received from the court for such service.

B. Administrative Leave:

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

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

C. Workers Compensation:

Providing the employee on Workers Compensation endorses checks payable to the university and gives the university all the checks

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

D. Long Term Disability:

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

SENIORITY

A. Recognition:

1. New employees shall serve a probationary period of 90 calendar days during which they may be discharged without recourse to the grievance procedure. Effective the 91st day of employment such employee shall be added to the seniority roster with his seniority date effective the date of hire.
2. Seniority is job classification based and restricted to bargaining unit service. Part-time employees in the bargaining unit shall earn seniority service credit at the rate of 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.
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, death or voluntary or involuntary transfer from the job classification in which seniority is accrued. In any of such events, seniority status shall be terminated.

4. Every six months, normally in January and July, the Department of Employee Relations shall furnish the Union a seniority list showing the continued service of each employee. Additionally, each six months an updated seniority list shall be posted in a conspicuous location in the Physical Plant. Finally, whenever a layoff is planned, an updated seniority list shall be prepared and sent to the Union. A copy of said seniority list shall be made available for inspection to the local Union at any time and upon advance request by the Union to a bargaining unit member. Requests for lists and questions pertaining to seniority shall be forwarded to the Department of Employee Relations for compliance herewith.

B. **Application:**

1. **Layoff:**

- a. If a reduction in force is necessary, layoffs shall take place within a designated department or job classification in inverse order of the date of hire into the job classification.
- b. The Employer shall simultaneously provide the Union and the employee(s) concerned a two-week notice of layoff. The Union may request, and have scheduled, a meeting with the Executive Director of Employee 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 work force, 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.
1. For purposes of this Agreement "qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the designee of the Office of Human Resources and/or the labor management committee established under Article XX of this Agreement.
 2. Bumping is permitted laterally or downward in a classification only and only in a classification for which the employee has greater classification seniority than the employee bumped. Qualifications review of a bumping applicant shall begin with the least senior held position in the classification of the employee bumping applicant and proceed to the next least senior held position in that classification until an actual bumping is accepted by the Employer, or all less senior positions are exhausted. In the event of failed bumping into the same classification from which laid off, a bumping applicant shall be entitled to qualifications review of the first to fifth least senior held positions in another classification for which the employee holds seniority. No employee may be bumped more than once during any fiscal year.
 3. 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.

2. **Recall:**

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

or by actual personal telephone notification to the subject employee, whichever first occurs.

- f. Employees who have accepted a position with the Employer on recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the recall roster permanently.

3. **Temporary Positions:**

- a. Temporary job openings are defined as classification based position duties needed to be performed periodically in addition to or in substitution for that of full-time bargaining unit positions. The position at its inception is intended as non-permanent. A permanent position opening that is being posted and/or advertised for hire, which is temporarily filled during the posting and advertising period is not a temporary job opening.
- b. A temporary employee shall be defined as one who is hired in a temporary position other than a bargaining unit member who is filling in for another's absence, in accordance with the provisions herein.
- c. Subject to provision 3.d. below, when and if a temporary position, intended to last a minimum of two (2) weeks, is filled, prior to offering it to a temporary employee at the Employer's discretion, the Employer shall first offer the temporary position, in seniority order, to lower salaried employees considered minimally qualified to temporarily fill the position. Qualifications shall be determined by the Employer. The successful employee filling the vacancy shall be paid at the rate of the job filled and shall return to his/her position when the temporary position sunsets.
- d. At the Employer's discretion, a bargaining unit member who desires to learn the skills and duties of another classification for which there exists a temporary opening shall be allowed the training opportunity to obtain experience qualifying him/her an opportunity for positional promotion in the future. This training opportunity will not be unreasonably applied to the continuous exclusion of provision c. above.
 - (1) Training opportunities afforded pursuant to either 3.c. or 3.d. or both herein, shall be evaluated, in writing, by the Employer and will be submitted to the Employee's official Personnel File. The evaluation will provide critique of performance including area(s) and manner of improvement needed to satisfactorily meet the Employer's standards

for excellence in the position. The evaluation will also attest as to whether the trainee has met the standards for excellence set by the Employer. The Employer's determination that a trainee has met that standard shall serve as pre-qualification for promotion into a vacancy, consistent with provision 3.f. below. Initial determination by the Employer that a bargaining unit member is minimally qualified for temporary training opportunity shall not be construed as equivalent to pre-qualification for promotion based on Employer determined criteria to provide the university with highly qualified trainees for promotional opportunity. The evaluations conducted pursuant hereto, including but not limited to the Employer determined standards for promotion and discretion relative to meeting those standards, is not grievable under any circumstances. Problems in the administration of the program shall, at the request of either the Union or the Employer, be referred to the Labor/Management Committee for consideration as to the efficacy of the program and its application.

- e. All temporary job openings, as defined above, shall be posted internally in accordance with university policy and procedure. During the posting period, the temporary position may be filled in the Employer's discretion.
- f. If a temporary position is made permanent or if a permanent vacancy arises in the same job classification as that of a temporary employee filling a temporary position, the position, prior to posting for promotional opportunity or advertising for hire, shall be offered first, in seniority order, to the most senior of such satisfactory temporary employee(s).
 - (1) If and when such temporary employee is made a regular employee, without any break in service, such employee's date of hire, for seniority purposes and subject to 3.f.(2) below, shall be retroactive to his/her date of hire as a temporary employee.
 - (2) If and when such temporary employee is made a regular employee pursuant to the provisions herein, that employee, consistent with the provisions of this Agreement, shall serve a ninety (90) day performance based probationary period of employment in the new bargaining unit position. The Employer may discharge the employee without just cause, however, the discharge must be determined upon a rational basis. That rational

basis may be grieved, but not arbitrated. Dues or Agency Fee, as appropriate, may be deducted from such former temporary employee only following ninety (90) days of total service to the Employer, including the Seniority credited temporary service, or upon conversion to regular bargaining unit status, whichever is later.

4. **Promotions:**

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

described in ARTICLE XVI B.3.d., as well as the listing(s) of (internal) applicants for posted positions also on file with the Department of Human Resources.

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

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

ARTICLE XVII

DISCIPLINE AND DISCHARGE

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

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

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

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

D. If an employee is to be discharged, he shall be initially suspended for a five (5) workday period with notice to his steward and the Union in order that such discharge may be processed as a grievance if the employee desires. Under no circumstances shall such suspension be considered a separate disciplinary action but shall merely be utilized for the grievance activities of the Union prior to formal discharge.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. Any member of the negotiating unit may appeal the interpretation, application, or alleged violation of policies or agreements, in writing, affecting him, providing he alleges he has suffered harm and personal injury without just cause.

B. Failure of a grievant to meet any of the calendar limitations stipulated in the procedures below will constitute a waiver of his rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. It is understood however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration. Time limits, as set out herein, may only be extended by a mutual, written agreement.

C. Procedure for Handling Grievances:

1. (Step One)

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

2. (Step Two)

(a) Within five (5) workdays of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he is not satisfied through the informal discussion provided for in Step 1, submit in writing to the designee of the Executive Director of Employee Relations (Designee), the facts of the grievance and the desired adjustment.

(b) The Union shall be notified by the Designee, in the event the grievant is not represented by the Union, and a representative shall have the right to be present at this time and all subsequent steps in the grievance procedure and to present its views. The Designee, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and, at the option of the Union, his steward, in an effort to resolve the grievance. The Designee shall indicate his disposition of the grievance in writing, within three (3) calendar days of said meeting, to the grievant and the Union.

3. (Step Three)

If the grievance is such that no satisfactory solution is reached at this stage, the grievant or the Union shall, within seven (7) calendar days from the date of the disposition by the Designee, deliver the grievance to the Executive Director of Employee Relations. The Executive Director of Employee 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 Employee Relations' reply, give proper notice to the New Jersey Public Employment Relations Commission with a copy to the Office of General Counsel. Such arbitration proceedings shall be in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

5. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement or any policy of the Employer. The award shall be final and binding on the parties.

6. Fees and expenses of the Arbitrator, if such occur, shall be shared equally by the Employer and the Union. Only with prior written agreement of the parties shall any other expense or fee contained in the grievance procedure be shared.

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

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

ARTICLE XIX

SAFETY COMMITTEE

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

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

ARTICLE XX

LABOR MANAGEMENT COMMITTEE

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

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

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

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

ARTICLE XXI

PLEDGE AGAINST DISCRIMINATION AND COERCION

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, gender, marital status, race, color, creed, national origin, sexual orientation, or political affiliation.

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

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

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

ARTICLE XXII

STRIKE LOCKOUT

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

ARTICLE XXIII

SALARY PROGRAM AND COMPENSATION

A. It is agreed that during the term of this Contract; July 1, 1992 - June 30, 1995, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit, within the applicable policies and practices, and in keeping with the conditions set forth herein.

1. Subject to the State Legislature enacting appropriations of funds for these specific purposes, the university agrees to provide the following benefits effective at the time stated herein:
 - a. There shall be a five percent (5%) across the board increase applied to the current base salary, effective September 27, 1993.
 - b. There shall be a six percent (6%) across the board increase applied to the current base salary, effective in the first full pay period in fiscal year 1994-95.
 - c. Normal increments shall be paid to all employees eligible for such increments, within the policies of the Compensation Plan, during the term of this Agreement.
 - d. The Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases, incorporating the scheduled increases at each step of each salary range. Each employee shall be eligible for scheduled incremental compensation at the increased rates by remaining at the step in the range occupied prior to the adjustments.
 - e. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants the salary adjustment.

2. **Uniform Allowance:**

- a. Each full-time employee in the bargaining unit, who will have at least one full year of service on or before July 1, 1992 shall receive a cash uniform maintenance allowance of \$350. Each full-time employee in the bargaining unit who will have at least six (6) months of service on or before July 1, 1992 shall receive a cash uniform maintenance allowance of \$175.00.
- b. Each full-time employee who will have a full year of service on or before July 1, 1993 shall receive a cash uniform maintenance allowance of \$350. Each full-time employee who will have at least six (6) months of service on or before July 1, 1993 shall receive \$175.00.
- c. Each full-time employee who will have a full year of service on or before July 1, 1994 shall receive a cash uniform maintenance allowance of \$400.00. Each full-time employee who will have at least six (6) months of service on or before July 1, 1994 shall receive \$200.00.

3. **Shift Bonus:**

- a. A one-time cash bonus payment shall be made in each year of this Agreement, payable in the last pay period in each year of this Agreement, to eligible employees as follows:
 - (1) The employee must have worked at least one hundred and ninety five (195) second or third shifts in the fiscal year of eligibility (July 1-June 30) and
 - (2) The employee must continue in regular employment status on date of payment in any year for which the employee is eligible.
- b. The bonus amount shall be \$200 per eligible employee in fiscal year 1992-93 and 1993-94. The bonus amount shall be \$240 in 1994-95.
- c. For purposes of eligibility for payment of the shift bonus only, any shift which begins at or after 2:00 PM and before 6:00 AM shall be considered a second or third shift.

ARTICLE XXIV

MISCELLANEOUS

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

B. Permanent part-time employees (employees working more than twenty (20) hours per week) shall be entitled to receive vacation,

sick leave and administrative leave on a pro rata basis, to the extent permitted by law.

C. Outerwear clothing, work clothing and shoes, in reasonable issue, shall be provided by the Employer and shall be worn and maintained at all times during an employee's work shift.

D. 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.

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

ARTICLE XXV

PARKING

A. Fees:

The following 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 university according to published university regulation, enabling and entitling him/her to daily parking privileges on university premises:

1. 1992-93 (Year 1)

- a. All reserved category parking permits (including "grandparented" permits) = \$75 per semester (Spring and Fall)
- b. All unreserved category parking permits = \$0 Fall semester 1992; \$50 Spring semester 1993
- c. Should the NJIT parking deck continue to be inoperative, due to incompleteness, by March 15, 1993, unreserved parking permit fees shall be waived for Spring 1993 only. All monies deducted from all registered bargaining unit members shall be refunded in such contingency.

2. 1993-94 (Year 2)

- a. All parking at all available locations, including NJIT'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:

Salaries calculated as of June 30, 1993 for Fall Semester; December 31, 1993 for Spring Semester

- (1) Base Salary of \$0-\$25,000 pays \$50 per semester
- (2) Base Salary of \$25,001-\$30,000 pays \$75 per semester
- (3) Base Salary of \$30,001-\$40,000 pays \$100 per semester
- (4) Base Salary of \$40,001-\$50,000 pays \$125 per semester
- (5) Base Salary of \$50,001-\$60,000 pays \$150 per semester

3. 1994-95 (Year 3)

Salaries calculated as of June 30, 1994 for Fall Semester; December 31, 1994 for Spring Semester

- (1) Base Salary of \$0-\$26,500 pays \$50 per semester
- (2) Base Salary of \$26,501-\$31,800 pays \$75 per semester
- (3) Base Salary of \$31,801-\$42,400 pays \$100 per semester
- (4) Base Salary of \$42,401-\$53,000 pays \$125 per semester
- (5) Base Salary of \$53,001-\$63,600 pays \$150 per semester

4. There shall be no increase in parking fees during a semester. Promotions, reclassifications or other salary modifications during a semester shall not affect the fee attributable to an income category once the semester commences.
5. 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.

B. **Parking Committee:**

1. **Purpose:** A university parking committee shall be reconstituted to monitor issues arising from the parking program at NJIT and to make recommendations to the Employer concerning policies and procedures for addressing those issues.
2. **Membership:** One (1) member of the bargaining unit, selected by the Union shall be appointed annually to serve on the University Parking Committee. This delegate shall act as the official liaison between the Union and the Employer through appropriate parking committee involvement. The Chair of the Committee shall be the university's Director of Public Safety.
3. **Communications:** Official parking committee recommendations shall be forwarded to the university's Vice President of Administration and Treasurer with copy to the Executive Director of Employee Relations, the Department of Public Safety and each certified bargaining unit president/chief steward.

ARTICLE XXVI

DURATION

1. This Agreement shall be effective July 1, 1992 and shall terminate as of June 30, 1995. Except as otherwise specified, provisions herein shall become effective upon date of execution.

2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1995, subject to the provisions set forth in Article II, Negotiating Procedure.

3. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between the Employer (New Jersey Institute of Technology) and the Union (New Jersey Council #52, AFSCME, AFL-CIO).

Signed this 7th day of January, 1993

For the Union:

Mervis Scott 1-7-93
Mervis Scott
Chief Negotiator, Council 52

James Wigfall
James Wigfall
President, Local 2282

Wayne Simmons
Wayne Simmons
Chief Steward, Local 2282

Ujima Majied
Ujima Majied
Vice President, Local 2282

Jerry Bowe
Jerry Bowe
Negotiating Team Member

For the Employer:

Robert H. Avery
Robert H. Avery
Chief Neogotiator

Raymond O. Bolden
Raymond O. Bolden
Negotiating Team Member

Arthur Cook
Arthur Cook
Negotiating Team Member

Memorandum of Understanding

New Jersey Institute of Technology (Employer) and American Federation of State, County and Municipal Employees, AFL-CIO, Council 52, Local 2282 (Union) hereby agree to the following procedures for and parameters surrounding the Employer's determination to reconstruct certain positions and incumbent responsibilities within the representative jurisdiction of the Union:

1. The reconstructed custodial and affiliate positions with experiential requirements upon hiring and salary range are as follows:
 - a. Custodial Trainee; 0-3 months; Range 6
 - b. Custodian; 3-24 months; Range 8
 - c. Sr. Custodian; 24 + months; Range 9
 - d. Custodial Driver; 24+ months; Range 11
2. All new hires with up to three months Employer credited relevant custodial experience shall serve his/her entire probationary period of employment at Range 6 salary. Upon successful completion of the probationary period of employment such Custodial Trainee shall become a Range 8 Custodian for the next twenty-one months of continuous employment. At the completion of that period of employment in good standing the Range 8 Custodians shall become a Range 9 SR. Custodian.
3. All new hires with over three but no more than twenty-four months of Employer credited relevant custodial experience shall serve his/her first twenty-one months of employment as a Custodian at Range 8 salary. At completion of said period of continuous employment in good standing the Range 8 Custodian shall become a Range 9 Sr. Custodian.
4. All current Range 8 Custodians, as of the time of Union ratification of the controlling Collective Bargaining Agreement for the period July 1, 1992-June 30, 1995 shall be moved to Range 9 Senior Custodian, with pay adjustment, consistent with the Employer's Compensation Plan and effective within one full pay period following ratification of said Collective Bargaining Agreement.
5. All new hires with over twenty-four months of Employer credited relevant custodial experience shall be classified as Senior Custodian, Salary Range 9.

6. The position entitled Custodian/Mover shall be merged with the position Sr. Custodian And shall no longer exist as a separate position therefrom.
7. The position entitled Sr. Custodian/Driver has been reclassified, consistent with the Employer's Compensation Plan, at Salary Range 11 and all incumbents and all new hires shall be accordingly compensated. Incumbent's salaries shall be affected, consistent with the Employer's Compensation Plan, and effective within are full pay period following ratification of the above cited Collective Bargaining Agreement.
8. These parameters and procedures for administration of the reconstructed custodial and affiliate family of positions are set out herein for purposes of clarification and in no way abridge the Employer's management prerogatives as secured by law and retained in the aforecited Collective Bargaining Agreement concerning positional determinations and requisite duties attendant thereto.
9. The following table shall be incorporated into the aforecited Collective Bargaining Agreement as an Appendix for Purposes of reference on salary range movement among the custodial position family.

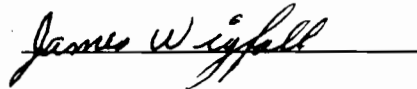
- Custodial, Positional Salary Ranges -

<u>Experience Upon Hiring As determined by Employer</u>	<u>Salary Range/ Duration</u>	<u>Position Title</u>
1. 0-3 mths.	6/ 90 days	Custodial Trainee
2. 3-24 mths.	8/ 21 mths.	Custodian
3. 24+ mths.	9/ N/A	Sr. Custodian
4. 24+ mths.	11/ N/A	Custodian/Driver

For NJIT/Date

 1/12/93

For the Union/Date



custod.