

AGREEMENT

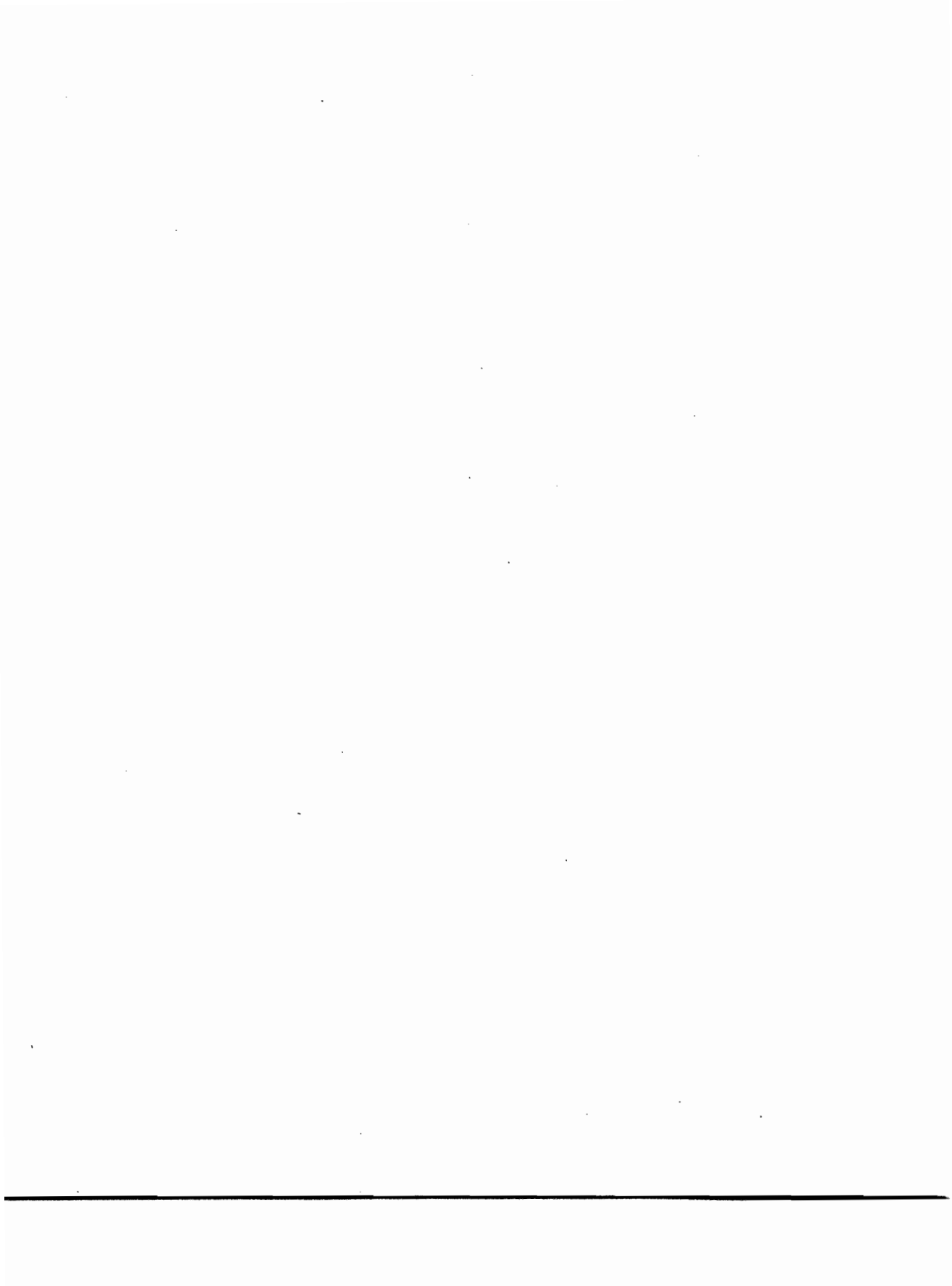
July 1, 1992 - June 30, 1995

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



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Agreement	1
I	RECOGNITION.....	1
II	NEGOTIATING PROCEDURE.....	2
III	NON-DISCRIMINATION.....	2
IV	MANAGEMENT RIGHTS.....	2
V	DUES DEDUCTION.....	3
VI	RIGHTS OF THE UNION.....	6
VII	LABOR MANAGEMENT COMMITTEE.....	7
VIII	DISCIPLINE AND DISCHARGE.....	7
IX	GRIEVANCE PROCEDURE.....	8
X	CHILD CARE COMMITTEE.....	9
XI	SENIORITY.....	10
XII	JOB DESCRIPTIONS.....	14
XIII	TRAINING.....	15
XIV	JOB POSTING/PROMOTION AND TRANSFER.....	15
XV	VIDEO DISPLAY TERMINAL OPERATORS.....	17
XVI	HOLIDAYS.....	17
XVII	ADMINISTRATIVE LEAVE.....	18
XVIII	SICK LEAVE.....	19
XIX	MILITARY LEAVE.....	22
XX	JURY DUTY.....	22
XXI	OTHER LEAVES OF ABSENCE.....	22
XXII	MATERNITY LEAVE.....	24
XXIII	INSURED PROGRAMS.....	26
XXIV	LEAVE FOR UNION ACTIVITY.....	26
XXV	VACATIONS.....	26
XXVI	ACTING CAPACITY.....	28
XXVII	ACCESS TO PERSONNEL FILES.....	28
XXVIII	REST PERIODS.....	28
XXIX	SAFETY COMMITTEE.....	29
XXX	TUITION REMISSION.....	29
XXXI	PARKING.....	29
XXXII	HEALTH BENEFITS.....	31
XXXIII	DEFERRED COMPENSATION PLAN.....	32
XXXIV	HOURS OF WORK.....	32
XXXV	SALARY PROGRAM AND COMPENSATION.....	34
XXXVI	UNIFORMS PROGRAM.....	36
XXXVII	EMERGENCY CLOSING.....	37
XXXVIII	STRIKE LOCKOUT.....	38
XXXIX	POSITION CLASSIFICATION REVIEW COMMITTEE...	38
XL	EMPLOYEE PERFORMANCE EVALUATION.....	39
XLI	LEGISLATIVE ACTION.....	40
XLII	SAVINGS CLAUSE.....	40
XLIII	MAINTENANCE OF STANDARDS.....	40
XLIV	MISCELLANEOUS.....	41
XLV	DURATION.....	41



AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer, 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. A temporary employee continuously employed for ten (10) months in an established bargaining unit position shall, upon

completion of that ten (10) month period, become a member of the bargaining unit.

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 to this negotiating unit. 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. 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 discrimination by NJIT or the Union against any employee because of race, color, sex, sexual orientation, religion, age, marital status, national origin, physical handicap, or 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 (NJSA 52:14-15 9 e, 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 be begun.

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

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

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

G. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in (b) below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until June 30, 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 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 V. 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 benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

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

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

The Employer shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay,

and for previous employee members who become eligible for the representation fee because of nonmember status.

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

4. Demand and Return System

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

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

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only 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-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 Human Resources Office in order that the department which they wish to visit can be notified and they do not interfere or interrupt normal Institute operations or the work of any individual employee or group of employees.

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.

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, (of the Director of Employee Relations or in his/her absence, his/her designee), it may be advantageous to grant Stewards other than the Chief Steward or designee time release during the work day to investigate alleged grievances, and time release for such purpose shall not be unreasonably withheld. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing.

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 Personnel 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 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.

ARTICLE VII

LABOR MANAGEMENT COMMITTEE

A. 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 for Employee Relations. 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. 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/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.

ARTICLE IX

GRIEVANCE PROCEDURE

A. 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 designees of the Executive Director of Employee 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 designees of the Executive Director of Employee 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 designees of the Executive Director of Employee 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 designees of the Executive Director of Employee Relations shall

indicate his/her disposition of the grievance, to the grievant and the Union in writing, within three (3) 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 designees of the Executive Director of Employee Relations 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 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 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.

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 COMMITTEE

The parties will establish a Child Care Committee composed of equal numbers of management and bargaining unit members to investigate

and make recommendations on the establishment of a child care program at the university.

ARTICLE XI

SENIORITY

A. Recognition:

1. New bargaining unit 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/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.
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 Employee Relations 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. 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 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-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 VII of this Agreement.

2. 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 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.
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.
4. An employee exercising bumping privileges shall be limited to one placement and no position shall be subjected to more than one 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, 1992 through June 30, 1994. The second period shall incorporate any and all layoffs enacted during the final year of the controlling Collective Bargaining Agreement (Fiscal Year 1995).
5. 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.

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

A. Bumping to Same Salary Range Position

a. no change

B. Bumping to Lower Range Position

a. 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.

C. Bumping to Higher Range Position

a. The employees shall be placed at the same or nearest higher step on the new salary range from that step occupied prior to layoff.

7. 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.

8. 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 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 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 to the operational program in which he/she is employed, and with due regard to a principle of fair opportunity for all eligible employees within the group. The Chief Steward shall be notified of the programs that pertain to the bargaining unit employees.

C. The Employer shall provide hazardous substance/conditions training, as regulated by appropriate "Right to Know" legislation, to all members of the bargaining unit. Scheduling and provision thereof shall be on a systematic, noticed interval basis.

ARTICLE XIV

JOB POSTING/PROMOTION AND TRANSFER

A. Promotions

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

The Employer will not externally advertise the permanent job opening until the opening has been posted internally for five (5) working days. If such permanent job opening merely occurs as a result of increased job duties and a reclassification of the employees presently on that job, such shall not be posted.

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

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

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

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

3. If and when such temporary employee is made a regular employee without any break in service, such employee's date of hire for seniority purposes shall be retroactive to his/her date of hire as a temporary employee.

C. Posting of Temporary Vacancies

1. Any temporary vacancy (as defined by paragraph B above) will be posted internally in accordance with the procedures of the Agreement.

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

D. 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. No employee shall be reassigned to the same temporary job opening in such a manner as to unreasonably make him/her more qualified in the event such job becomes permanently open.

E. 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 Director of Human Resources and/or the labor management committee established under Article VII of this Agreement.

F. A member of the bargaining unit who has served a probationary period of 90 calendar days and who accepts another position in the bargaining unit as a result of a lateral transfer or promotion shall not be discharged without just cause.

ARTICLE XV

VIDEO DISPLAY TERMINAL OPERATORS

A. Full time employees who operate VDT machines on a full time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in Article XXXII.

B. A full time VDT operator who is pregnant and experiencing significant discomfort at her work station may request reassignment to other work allowing greater flexibility as to position and posture. Such requests will be given consideration and may be granted in full or in part when there is comparable work available. These accommodations are, as to their degree or continuity, subject to the overriding needs of the Employer. Grievances concerning the determination to grant or refuse such requests or otherwise directly related to those determinations are not arbitrable.

ARTICLE XVI

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 a Sunday, the holiday shall be observed on the following Monday. In the event any one or more of the regular paid

holidays, above listed, falls on a Saturday, the holiday shall be observed on the immediately preceding Friday.

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 XVII 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. The nine (9) named holidays provided under provision A., herein, and the other four (4) holidays provided under provision C., herein, constitute the entire paid holiday schedule provided by the university.

E. 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 XVII

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 work week. 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 XVIII

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 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 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 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.

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 with the designee of 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/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 year of the effective date of retirement.

ARTICLE XIX

MILITARY LEAVE

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

ARTICLE XX

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.

ARTICLE XXI

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 the university may apply for an unpaid leave of absence.
2. In reviewing requests for unpaid leave of absence the Employer will ensure that both New Jersey's Family Leave Act

and the federal compliment, 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. 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:

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, at its expense, 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. Accumulated seniority will be

maintained and reinstated if and when necessary. 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 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 XXII

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 in any given year.
3. Subject to provision of federal and state family leave acts and parameters therein, extension of unpaid leaves may be granted in the sole discretion of the Employer.

C. Procedure:

To the extent possible, an employee intending to utilize the benefits of this provision, must formally notify her supervisor

and the Department of Human Resources at least one (1) month in advance, of the commencement of the leave and one month in advance of the anticipated end of such leave. Paid, accepted 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 of the work disabling affects of the employee's pregnancy.

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 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, at its expense.
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 her former position or an equivalent position with equivalent pay, and fringe benefits, including retirement system benefits. Accumulated seniority will be maintained and reinstated if and when necessary. 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 maternity leave, in 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. 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 XXIII

INSURED PROGRAMS

A. Workers Compensation:

Providing the employee on Workers Compensation endorses checks payable to the Institute and gives the university all the checks received from Workers Compensation, the Institute shall provide the employee with his/her 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.

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 XXIV

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 shall not exceed a total of twelve (12) days available annually during the term of this Agreement, although unused days are not cumulative from year to year.

The Union shall request in writing approval from the Office for 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 XXV

VACATIONS

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

1. Up to but less than one full year - 1 1/4 work days per month.
 2. Over one year, through fifteen full years - 15 work days.
 3. Over fifteen years, through twenty-five years - 20 work days.
 4. Over 25 years:
 - a. 1992/93 = 20 work days
 - b. 1993/94 = 22 work days
 - c. 1994/95 - 23 work days
 - d. All accrual shall remain consistent with a twenty (20) day accrual schedule and the additional days to be afforded in 1993/94 and 1994/95 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. 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, 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.
- 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 herein, occurs during the regular work week 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 work day.

ARTICLE XXVI

ACTING CAPACITY

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.

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

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 15 minute rest period during each one-half shift. The rest period shall normally be scheduled near the middle of each one-half shift; however, such can be varied if necessary.

B. Employees, who are required to continue work on an overtime basis with the anticipation 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.

C. In the event the Employer should provide a reduced work day 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 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.

ARTICLE XXXI

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 "grandpersoned" permits) = \$75 per semester (Spring and Fall).
- b. All unreserved category parking permits = \$0 Fall semester 1992 and Spring semester 1993.

2. 1993-94 (Year 2)

- a. All parking (except grandpersoned spaces) 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-\$25,000.00 pays \$50 per semester

- (2) Base Salary of \$25,000.01-\$30,000.00
pays \$75 per semester
- (3) Base Salary of 30,000.01-\$40,000.00
pays \$100 per semester
- (4) Base Salary of \$40,000.01-\$50,000.00
pays \$125 per semester
- (5) Base Salary of \$50,000.01-\$60,000.00
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-\$26,500.00 pays \$50
per semester
 - (2) Base Salary of \$26,500.01-\$31,800.00
pays \$75 per semester
 - (3) Base Salary of \$31,800.01-\$42,400.00
pays \$100 per semester
 - (4) Base Salary of \$42,400.01-\$53,000.00
pays \$125 per semester
 - (5) Base Salary of \$53,000.01-\$63,600.00
pays \$150 per semester
4. The Parking Fee Tables for both 1993-94 and 1994-95 are illustrative of the program schedule and outline the fee methodology. The tables are not exhaustive and the program accommodates higher salaried employees according to the incremental methodology outlined above. The 1994-95 salary indexing is not part of the program methodology but a specifically negotiated feature on the 1994-95 fee program.
 5. 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.
 6. 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 constituted 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 the OPEIU Local 32 president/chief steward.

ARTICLE XXXII

HEALTH BENEFITS

A. The current coverage shall be continued for eligible employees covered by this Contract, except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation. In addition, it is agreed that the Eye Care Program shall include all employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in the regular parent-child relationship.) The coverage shall be \$35 for regular glasses and \$40 for bifocal glasses with all other conditions for eligibility as in the current plan. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.

B. 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.

C. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during each of the two fiscal periods, namely July 1, 1991 to June 30, 1993 and July 1, 1993 to June 30, 1995. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

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

ARTICLE XXXIII

DEFERRED COMPENSATION PLAN

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

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

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

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

C. The regular hours of work each day shall be consecutive except for an unpaid lunch period of one hour.

D. Overtime

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 any regularly scheduled work day shift.
2. All work performed in excess of any regularly scheduled 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.

E. 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.

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

G. 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.

H. 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.

I. The Employer shall continue, for the term of this Agreement, the summer hours schedule heretofore provided during the summer of 1988 and 1989. The schedule shall operate from the first Monday of June through the third Friday of August. General hours of operation shall be 9:00 A.M. to 4:00 P.M. daily with one 15-minute rest period in the morning. Employees on shiftwork shall have their work day reduced appropriately during the same period. Should the workload require any work day to start between 8:30 A.M. and 9:00 A.M. or continue up to 4:30 P.M. these periods of time will not be considered overtime. This provision does not apply to Security or Dispatch personnel.

ARTICLE XXXV

SALARY PROGRAM AND COMPENSATION

A. Salary

It is agreed that during the term of this Agreement; July 1, 1992 through June 30, 1995, 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 no increase (0%), across the board, to the Compensation Plan salary schedule for the period of July 1, 1992 through September 26, 1993.
 - b. There shall be a five percent (5%) increase, across the board, to the Compensation Plan salary schedule, to be effected September 27, 1993 and continuing through July 5, 1994.
 - c. There shall be a six percent (6%) increase, across the board, to the Compensation Plan salary schedule, to be effected July 6, 1994 and continuing through June 30, 1995.
 - d. The Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate the above cited increases for each step of each range applicable to positions recognized as within the bargaining unit. Employees shall receive the increase by remaining at the step in the range occupied prior to salary adjustment.
 - e. Normal, annual salary increments shall be paid to all employees eligible for same within the policies of the Compensation Plan, during the term of this Agreement.
 - f. Employees, who have been at the eighth (8th) step of the same salary range for eighteen (18) months or longer, shall be eligible for movement to the ninth (9th) step, providing their performance warrants the salary adjustment.

B. Salary Program Administration

The parties acknowledge the existence and continuation, during the term of this Agreement, of the Compensation Plan which

incorporates, in particular, but without specific 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 intermediate, merit, incremental steps therein for each position.
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. 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. July 1, 1993 - June 30, 1994
Any bargaining unit member who actually works a third shift, for a minimum of 195 full shifts during the above referenced period, shall be entitled to a one-time cash bonus in the amount of \$200.
2. July 1, 1994 - June 30, 1995
Any bargaining unit member who actually works a third shift, for a minimum of 195 full shifts during the above referenced period, shall be entitled to a one-time cash bonus in the amount of \$200.
3. Third shift shall be defined for purposes of this provision only, as any shift beginning after 10:00 PM on a given day or before 5:00 AM on a given day.
4. Shift Bonus eligibility is conditioned upon actually working one hundred, and ninety-five shifts in the prescribed time period. Excused, paid or unpaid absence from a third shift does not count toward Shift Bonus qualification. Further, an extended work day 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 XXXVI

UNIFORMS PROGRAM

A. Program Policy

During the term of this Agreement commencing July 1, 1993, 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:

1. 1992/93 (Year 1):
 - a. \$500 annually, prorated to the nearest month of service and payable in full on or before the first full pay period in August, 1993.
2. 1993/94 (Year 2):

A total allowance of \$800 to be paid semi-annually as follows:

- a. Security/Dispatch personnel with at least six (6) months full-time service, prior to July 1, 1993 shall receive one-half of the allowance (\$400) on or before the first full pay period in August, 1993 and the remainder in the first full pay period of January, 1994.

- b. Security/Dispatch personnel with less than six (6) months full-time service, prior to July 1, 1993, shall receive one-half of the allowance, further prorated as appropriate to the nearest month of service, payable in the first full pay period of January, 1994 and one-half of the allowance, prorated as appropriate to the nearest month of service payable in the first full pay period of July, 1994.
3. 1994/95 (Year 3):

A total allowance of \$850 to be paid semi-annually as follows:

 - a. Security/Dispatch personnel with at least six (6) months full-time service, prior to July 1, 1994, shall receive one-half of the allowance (\$425) in the first full pay period of July, 1994 and the remainder in the first full pay period of January, 1995.
 - b. Security/Dispatch personnel with less than six (6) months full-time service, prior to July 1, 1994, shall receive one-half of the allowance, further prorated as appropriate to the nearest month of service, payable in the first full pay period of January, 1995 and one-half of the allowance, prorated as appropriate to the nearest month of service, payable in the first full pay period of July, 1995.
4. The allowance is interchangeable and usable for purchase, maintenance, repair and/or replacement, as needed, on an individual basis.

ARTICLE XXXVII

EMERGENCY CLOSING

A. An emergency day is any day that the university is officially closed following the procedures outlined in the Contingency Plans for Emergency Closing. An emergency day may be declared at any hour of the day and constitutes the balance of the calendar day (not a 24 hour period), or as deemed necessary by the President (or his designee).

B. When an emergency day is declared prior to the staff member's regular starting time, only those staff members advised in advance or called in by their supervisor will report to work. Such staff members will receive single time pay in addition to their regular pay (double time). All other staff members will not be expected to come to work but will receive single time pay. If they do

come to work, they will be advised to go home and will receive only their regular single time pay. If these staff members do not go home but choose to stay and work, they still will only receive single time pay. No exceptions will be made.

C. When an emergency day is declared during regular working hours, all staff members not notified in advance or not asked to stay by their supervisors will receive their regular single time pay for the balance of their regular working day. Staff members asked to stay and work by their supervisor will receive single time pay in addition to their regular pay (double time) for the balance of their working day. Staff members who are not asked to stay but who nonetheless continue to work will receive single time pay. No exceptions will be made.

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

1. A Committee shall be established to study the existing position classification review system and to make recommendations concerning its operation to the university.

2. The Committee shall consist of three members - one appointed by the Union, one appointed by the Employer, and the third appointed by the two. The members shall be agreed upon mutually by the Employer and the Union.

3. The Committee shall be called within 30 days of the signing of the Agreement between NJIT and Local 32, OPEIU.

4. 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.

5. The recommendations of the Committee shall be submitted in writing to the Employer with a copy to Local 32, OPEIU.

6. 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

1. Employee performance shall be evaluated and reviewed by the employee's supervisor annually, following the satisfactory completion of the probationary period. The overall evaluation shall fall into one of the following categories: "Exceptional", "Highly Effective", "Effective", "Marginal", or "Inadequate".

2. Each employee shall be notified of the rating determined for him/her and given an opportunity to participate in the formulation of performance standards and goals for improvement.

3. The employee shall be provided with a copy of the performance evaluation. The evaluation shall be signed by the supervisor and the employee before being placed in the employee's personnel file. The employee's signature shall verify that the employee has seen and reviewed the evaluation, but not that he/she necessarily concurs with the evaluation.

4. If an employee receives an overall rating of less than "Effective", his/her normal merit increment may be withheld. Employees having their normal merit increment withheld must be reevaluated following another ninety calendar days, and if the performance is evaluated as "Effective", or better, then the employee shall receive the normal merit increment as of the date of the re-evaluation. If upon re-evaluation, the performance has not come up to the "Effective" level then the normal merit increment shall be denied and the re-evaluation shall be considered a written warning for the purposes of disciplinary action. The supervisor shall advise the employee that failure to improve his/her performance may result in further disciplinary action up to and including termination for cause. Where a normal merit increment has been denied, the performance ratings concerned with the issue of restoration (as described in No. 4) shall not be grievable.

5. Employees who receive an overall rating of "Effective", or better shall receive their normal merit increment and will be eligible to be considered for a cash merit award which may be made available by the Employer. The denial of a normal merit increment shall be grievable through Step Three (3) of the grievance procedure. Disputes concerning cash merit bonus awards shall not be grievable.

6. In the event of a proposed modification or change in part of all of the Performance Evaluation Review System, the Employer agrees to meet and discuss such changes with the Union prior to its introduction and/or adoption. The only grievable matter is whether pursuant to the paragraph such a meeting and discussion took place.

ARTICLE XLI

LEGISLATIVE ACTION

1. 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.

2. 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

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.

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 are 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

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 XLV

DURATION

1. Except as otherwise specified, all portions of this Agreement shall be effective July 1, 1992 and all portions of the Agreement shall terminate as of June 30, 1995.

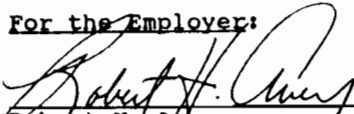
2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1995, subject to the provisions set forth in Article II, Negotiating Procedure.

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

Employees International Union, AFL-CIO, entered into this First day of July, 1992 and which will terminate June 30, 1995.

Signed this 10th day of January, 1994

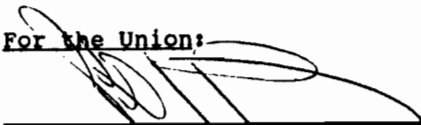
For the Employer:


Robert H. Avery
Chief Negotiator

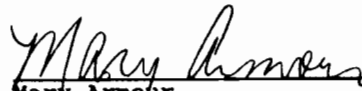

Holly C. Stern


Lisa B. Scalora

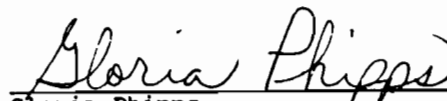
For the Union:



Patrick Tully
Business Manager

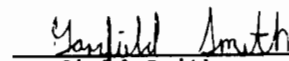

Lois Cuccinello
Chief Negotiator


Mary Armour
Chief Shop Steward


Rosemarie Giannetta


Gloria Phipps


Roberta Spencer


Garfield Smith