

NJIT/UCAN AGREEMENT

**Graduate Student and Research Employee
Bargaining Unit
July 1, 2015 - June 30, 2019**

Agreement Between:

New Jersey Institute of Technology

and

United Council of Academics at NJIT, Rutgers Council of AAUP Chapters, AFT- AAUP, AFL – CIO

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PREAMBLE

The University and UCAN enter into this Agreement with the expectation that its implementation will enhance the ability of the University to serve its constituents. The purpose of this Agreement is to promote and ensure harmonious and constructive relations between the parties with respect to terms and conditions of employment.

The parties recognize that it is the responsibility of the University to provide students with a quality educational program, to broaden the horizons of knowledge through research and to make available its resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

ARTICLE I

RECOGNITION

NJIT recognizes the United Council of Academics at NJIT (UCAN), ~~American Federation of Teachers~~ **Rutgers Council of AAUP Chapters, AAUP-AFT**, AFL-CIO, as the sole and exclusive representative of all regularly employed non-supervisory Graduate Student Assistants, Graduate Student Teaching Assistants, Graduate Student Research Assistants, Postdoctoral Research Associates, Research Associates, Research Architects/Engineers/Scientists, and, University- paid (non-grant funded) full time Teaching Fellows, employed by NJIT, for the purpose of collective negotiations for terms and conditions of employment set forth in this Agreement.

Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the Public Employer Employee Relations Act, craft employees, non-professional employees, police and public safety employees, casual employees, temporary employees, part-time employees who are employed in positions constituted by the University to provide no more than sixty percent (60%) of a full-time workload, or part time employees who are grant funded, employees represented by other bargaining units, and all other employees.

The parties agree that the employees are to be categorized into the following groups:

Graduate Student Employees

- o Graduate Student Teaching Assistant, which shall include Graduate Student Assistants, and University-paid Teaching Fellows (TA)

- o Graduate Student Research Assistant (RA)
- o Graduate Student Research Assistant/Teaching Assistant (TA/RA)

University-paid Teaching Fellows, Graduate Student Assistants, Graduate Student Research Assistant (RA) Graduate Student Teaching Assistant (TA) and Graduate Student Research Assistant/Teaching Assistant (TA/RA) may be referenced herein collectively as “Graduate Student Employee(s).”

Research Employee

Research Employees shall fall into three categories as follows:

- o Postdoctoral Research Associates – includes all postdoctoral titles
- o Research Architects/Engineers/Scientists
- o Research Associates – includes research scholars and assistants

Postdoctoral Research Associates, Research Architects/Engineers/Scientist, Research Associates, (including research scholars and research assistants (staff) may be referenced herein collectively as “Research Employee(s).”

A Graduate Student Employee must meet the following requirements in order to be governed by this Agreement. He or she must be an employee who: (1) is a full time graduate student according to University policy; (2) is in good academic standing; (3) is enrolled for an entire academic year in an approved NJIT PhD program; (4) has also received a full time scholarship for tuition and fees based upon his/her academic credentials, and (5) is receiving an employment stipend for services performed as an employee as set forth in a University approved job description. This Agreement shall govern the negotiable terms and conditions of said employment.

The current job description for a Graduate Student Employee and Research Employee, are set forth in Appendix A. The University reserves its managerial right to add to, subtract from, and/or otherwise modify such description as appropriate, and within the scope of the position.

ARTICLE II

MANAGEMENT RIGHTS

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. These rights include but are not limited to its inherent right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except as expressly and specifically limited by this Agreement. This Agreement shall be interpreted so as not to deprive the University of its Legal Authority to control all final decisions regarding its academic and non-academic programs.

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 or modified by this Agreement

The Employer retains its responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law governing the conduct and activities of employees not inconsistent with the expressed provisions of this Agreement and subject to recognition of the fact that proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the UCAN, before they are established.

ARTICLE III

UNION REPRESENTATIVES

Authorized representatives of UCAN and/or the AFT, who are not employees of NJIT, shall be admitted to the premises of NJIT under the condition that reasonable access to workplace and facilities will be granted so long as it does not interfere with or disrupt ongoing work or NJIT activities and operations. ~~Prior to entering the premises of NJIT, UCAN or AFT representatives shall make their presence and destination known to the Department of Human Resources in order that the department which they wish to visit can be notified and it can be determined that such would not interfere or interrupt~~

~~normal university operations, the work of any individual employee or group of employees.~~

Stewards, ~~which shall not exceed six (6)~~, shall be designated by the Union **for each academic unit**. Names of the employees selected to act as Stewards and their areas of responsibility who represent employees shall be certified in writing to NJIT annually in January by the Local Union.

Provided that such shall not interfere with or interrupt normal University operations, stewards 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, to discuss the grievance with the employee's immediate supervisor, and to present, discuss and adjust grievances with NJIT, provided such person is an employee of NJIT.

ARTICLE IV

UNION SECURITY AND POLITICAL CHECK-OFF

- A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 9e, as amended) the Employer agrees to deduct the Union Dues and regular assessment of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.
- B. The right of the Dues deduction for any employee in the bargaining unit shall be limited to the Union, and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.
- C. The amount of the Union Dues shall be such amount as shall be certified to the Employer by the Union at least thirty (30) days prior to the date on which deductions of Union Dues are to begin.
- D. For Twelve month employees, the deductions of Union Dues made from each of twenty-four (24) paychecks out of an even twenty six (26) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15) 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.

For Ten month employees, the deductions of Union Dues made from each of twenty (20) paychecks out of an even twenty two (22) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15) 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. Representation Fee (Agency Fee)

1. Purpose of Fee

a. Subject to the conditions set forth in 1 b. below, all eligible non-member employees in this unit will be required to pay to the majority representative a Representation Fee in lieu of Dues for services rendered by the majority representative. 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 one-time demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members.

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 C above.

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

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the Representation Fee (according to 1-b above), 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 (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from Leave without pay, and for previous employee members who become eligible for the Representation Fee because of nonmember status.

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

If during the course of the year, the nonmember becomes a UCAN member, the University shall cease deducting the representation fee and commence deducting union dues after receipt of a voluntary written authorization for such deduction on a form acceptable to NJIT.

4. Demand and Return System

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

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

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

The Union shall submit a copy of the Union review system to the Employer. The deduction of the Representation Fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Employer in accordance with these provisions. The Employer shall not be held liable to the Union for any retroactive or past due Representation Fee for an employee

who 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.

G. Deduction of Retroactive Dues and Representation Fees

In the event that the Employer has not made the proper deductions of union dues and/or representation fees for any employee represented by UCAN due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, UCAN agrees that retroactive deductions of the amounts past due shall commence in the month immediately following the month in which the discrepancy is discovered. The Employer shall prorate the amount of retroactive dues or fees over the next six (6) months of the affected employee's employment or until the employee's separation from the University, whichever is earlier. The Employer shall provide UCAN a list of all employees for whom retroactive deductions are being made, the amount of the retroactive deduction for each pay period and the starting and ending dates of the retroactive deductions.

H. Clerical or inadvertent errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by UCAN as a violation of the Agreement.

I. Political Check-Off

To the extent permitted by law, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit. The indemnification provisions found in Appendix E shall apply.

ARTICLE V

~~STRIKE OR LOCKOUT~~

~~UCAN agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. NJIT agrees that it will refrain from locking out its employees or from any threat thereof.~~

VIOLENCE IN THE WORKPLACE

NJIT is committed to providing its people with a safe work environment. That means we will not tolerate any form of actual or threatened violence, intimidation or menacing of others or attempts to instill fear from any member of the NJIT community, including employees or students. The possession of weapons in the workplace, menacing behavior, implied threats and stalking are all prohibited actions. It is also a violation of New Jersey Law to falsely report a fire, bomb threat or baseless emergency (N.J.S.A. 2C33-3). Violations of this policy will result in disciplinary action, up to and including termination of employment. Additionally, such misconduct will often result in civil or criminal sanctions following proper investigation and involvement of appropriate law enforcement authorities. Individuals who are the subject of or directly witness violent behavior, should contact either their supervisor or the Department of Public Safety at extension 3111 immediately.

ARTICLE VI

BULLETIN BOARD

UCAN shall have the right, without seeking permission or approval, to post on designated bulletin boards, bulletins and notices to the employees it represents relevant to official union business.

ARTICLE VII

USE OF UNIVERSITY FACILITIES, CAMPUS MAIL & EQUIPMENT

A. Use of NJIT Facilities

Representatives of UCAN shall be permitted to transact official business on NJIT property at all reasonable times, provided that this shall not interfere with or interrupt normal NJIT operations.

UCAN and its representatives shall have the right to use NJIT buildings at reasonable hours for meetings provided they follow regular NJIT procedures.

UCAN shall have the right to make reasonable use of NJIT facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with NJIT procedures. UCAN shall pay reasonable costs as established by NJIT for the use of facilities and equipment

B. Campus Mail

To the extent permitted by law, upon the effective date of this Agreement, NJIT will carry without charge via NJIT interoffice campus mail the union newsletters addressed to bargaining unit members up to three times per semester.

C. Electronic Communication

So long as use is subject to all policies, procedures and practices generally applicable to use of NJIT email and NJIT's email system, including those applicable on a NJIT-wide, campus, department, program or unit basis, UCAN and its officers and stewards who are employees shall be entitled to use of NJIT electronic mail (email) for communication with one another, with NJIT's representatives and with bargaining unit members for purposes of scheduling meetings, responding to informational inquiries, disseminating information pertaining to normal union activities, and bargaining unit employees shall be entitled to use their NJIT email accounts to send and receive information pertaining to normal union activities.

D. University WiFi

Bargaining unit members and UCAN representatives shall have access to university wifi in the conduct of university and union business.

ARTICLE VIII

THE EMPLOYER'S RIGHT TO ACADEMIC JUDGMENT AND DISCRETION

The Employer retain its right to:

- A. to make all academic judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses, instructional materials, the nature and form of assignments required including examinations and other work; (c) methods of instruction; (d) class size; and (e) grading policies and practices.
- B. to determine all academic policies, procedures, rules and regulations in regard to TA and RA status as students, including, but not limited to, all questions of academic standing, intellectual integrity, and any matter relating to academic progress in a University educational program; and,
- C. to make academic evaluations and determinations of TA and RA's progress as students, including the fulfillment of degree requirements.

A. In order to guard against any interference with their instructional duties, all graduate student employees and research employees are guaranteed the right to academic freedom and free expression in the pursuit of knowledge in the classroom, like any and all other academic employees of the University including the full time faculty. The parties hereto recognize the principles of academic freedom embodied in the AAUP's most recent "red book" statements on academic freedom.

ARTICLE IX

UNION-EMPLOYER INFORMATION EXCHANGE

A. On every biweekly payroll date, the University agrees to furnish to UCAN a register of the employees covered by this Agreement. The register shall be in the form of an Excel file made available electronically, with the following fields, provided in an Appendix to this agreement.

A. ~~On the first of each month, The University agrees to furnish to UCAN a register of the employees covered by this Agreement. The register shall be in the form of an Excel file made available electronically, with the following fields:~~

- Name
- Payroll ID# (or some other unique numerical identifier)
- Title
- Department
- Campus E-mail Address
- Home Address
- Home Phone #
- Date of Hire
- Current Salary
- Visa status (if any)
- Gender

B. On October 15th and March 1st of each year, the University agrees to furnish the following for each member of the bargaining unit whose salary is wholly or partially funded by one or more grants:

- Principal Investigator(s)' name(s)
- Funding agency/source
- Grant project Name
- Grant start date

- Grant expiration date
- C. The UCAN agrees to furnish to the Division of Labor/Employee Relations a complete list of all officers and representatives of the UCAN, including titles, addresses and designation of responsibility, and to keep such list current. Where applicable to the administration of the Agreement and to labor-management purposes, the UNION will also provide copies of relevant provisions of its current constitution and by-laws or other governing articles.

ARTICLE X

LABOR MANAGEMENT CONFERENCES

A Labor Management Conference is a meeting between UCAN, the Division of Labor Relations and other representative(s) that NJIT deems appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, and shall take place at a mutually convenient time and place ~~and may be attended by no more than three (3) UCAN Representatives.~~ Those employed by NJIT shall not lose pay for time spent during their regular working hours at such a meeting. Rutgers Council of AAUP-AFT Chapters, AFT National Representatives, AFT New Jersey State Federation Staff Representatives and/or other authorized representatives of UCAN may attend such meetings. Agreements reached at Labor Management Conferences may be reduced to writing.

ARTICLE XI

INITIAL APPOINTMENT

A. Initial and subsequent appointments for Graduate Student Employees shall be for one academic year period, (inclusive of breaks), or to the end of the academic year term if appointed after the start of the academic year. An academic year term appointment shall be considered a full time appointment. This appointment term is for payroll purposes only. Any work performed prior to the start of the academic year shall be used solely for orientation, training and preparation related to Graduate Student Employee assignments. Graduate Student Employees shall be recruited in accordance with the University's academic and/or research process.

B. Initial and subsequent appointments for Research Employees shall be for no more than one 12 month period. A twelve month term appointment shall be considered a permanent full time appointment. Appointments for less than 12 months shall be considered temporary employment not governed by this Agreement. Research Employees shall be recruited in accordance with the University's recruitment process.

C. Prior to employment prospective employees shall receive an appointment letter from NJIT indicating the position, appointment term, title, salary, department and supervisor. Such employee shall be advised that the terms and conditions of their employment are governed by the UCAN contract and the University's policies and procedures. The employee will be provided with the appropriate website reference on which this Agreement shall be available. Upon appointment the employee shall be given a copy of the applicable job description and where such exists, any other criteria related to a specific assignment (including but not limited to course/project titles and descriptions.)

The appointment letter is advisory and cannot be used as a basis for a grievance.

At no point shall appointments be "split" in order to create multiple part time graduate student employee positions.

ARTICLE XII

REAPPOINTMENT

A. Graduate Student Employees

1. Subject to the availability of grant and/or University funding allocated to such purpose, Graduate Student Employees who qualify as outlined herein and in this Agreement shall have an expectation of continued contractual employment for a period of no more than six (6) academic years.
2. Graduate Student Employees who are full-time students in good academic standing are eligible for reappointment. Such appointment is also subject to effective performance in the position. (See Article XIV Evaluations).
3. Graduate Student Employees shall be notified in writing of their status for the upcoming academic year, as applicable on or before ~~June~~ **March** 30. Notification shall indicate either appointment or non-reappointment. If not reappointed, the notice should include a written explanation of the reasons.

C. Research Employees

1. At or after the expiration of a Research Employee's contract, the University shall not be required to reappoint the employee for another contractual term.

2. Annual reappointment of Research Employees is subject to the provisions of the grant award including availability of grant funding, and to effective performance in the position. (See Article XIV Evaluations).
3. Research Employees shall be notified in writing of their reappointment status no later than 30 days prior to the one-year anniversary date of his/her hire date. Notification shall indicate either appointment or non-reappointment.
4. Research Employees who are employed under a grant may be terminated during the term of their contracts if the grant money runs out by giving them notice as soon as the University becomes aware of such lack of funding, but not less than two (2) weeks' notice. Such employees will be notified in their letter of appointment and reappointment contracts that their employment is contingent on continuation of grant funding.

ARTICLE XIII

PROBATIONARY PERIOD

~~All Research Employees who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. Those who are formally reassigned to another bargaining Unit position shall serve a probationary period of six (6) months in the new position.~~

ARTICLE XIV

EVALUATIONS

- A. Graduate Student Employees shall be evaluated periodically but at least once during the term of their employment on or before April 30.
- B. Research Employees shall be evaluated periodically but at least once during the term of their employment on or before 30 days prior to their one-year anniversary date of hire.
- C. When necessary, the employee's supervisor shall include clear and specific expectations for improvement with corresponding dates for milestones to be achieved.
- D. A written evaluation will be provided to the employee for his/her review. The evaluation forms are included in Appendix B of this Agreement, and may be updated and/or modified as appropriate to address the specific needs of the position. The

employee may append comments within ten (10) working days of receiving the evaluation. Afterwards, the evaluation becomes part of the employee's personnel file.

- E. Within ten (10) working days after receiving the written evaluation, the employee may request a meeting with his/her supervisor to discuss the evaluation if one was not already conducted.
- F. The evaluation shall be based upon the employee's ability to effectively perform in the position, adherence to the job description and expected duties and responsibilities of the position, and compliance with the requirements for the Graduate Student Employee position as set forth in the Recognition Clause.

ARTICLE XV

SUMMER APPOINTMENT

The University may determine whether or not Graduate Student Employees will be appointed during summer months. In such cases, the compensation for same shall be based upon the nature and duration of the duties, and the availability of funds.

Where the Graduate Student Employee is performing the same duties and responsibilities that he or she performed during the academic year, a reasonable attempt shall be made to compensate the student employee at the applicable pro rata rate where funding is available.

Nothing contained herein shall prevent the university from employing Graduate Employees on an hourly basis for a specific assignment.

The University will provide notice of a summer appointment ~~as soon as practicable but not later than June 30th.~~ **at least thirty (30) working days before the end of the preceding semester.**

ARTICLE XVI

SALARY

Subject to the State Legislature enacting appropriations for these specific purposes, NJIT agrees to provide the following benefits, effective at the time stated herein. Additionally, all commitments outlined hereunder are subject to the appropriation and availability of funds and any necessary legislative action.

Salary requirements for full-time research employees who are employed under a grant are subject to the grant salary requirements, and such employees may be terminated during the term of their contracts if the grant money runs out by giving them notice as soon as the University becomes aware of such lack of funding, but not less than two weeks notice.

There shall be no adjustment in salary for eligible employees during the term of this contract except as set forth below:

~~A. Effective July 1, 2012, each employee employed on the date this Agreement is signed, and who was previously employed in the same capacity in FY 2012, shall receive a \$300.00 cash bonus not to base. This is a one-time, non-precedent setting, bonus~~

A. Graduate Student Teaching Assistant

~~Academic Year 2012-2013~~ **2017-2018**- The minimum salary for a full time appointment shall be ~~\$18,315~~**25,969**.

Calendar Year 2017-2019 – The minimum salary for a full time appointment shall be \$29,604.

B. Graduate Student Research Assistant

~~Academic Year 2012-2013~~ **2017-2018** – Subject to availability of grant funds. The minimum salary for a full time appointment shall be ~~\$18,315~~**25,969**.

Calendar Year 2017-2019 – The minimum salary for a full time appointment shall be \$29,604.

C. Graduate Student Teaching and Research Assistants – 2018-2019

Academic year appointments: 10% increase

Calendar year appointments: 10% increase

Where not eligible for fees due to grant requirements, (excluding health care fees), a Graduate Student Research Assistant's salary may be adjusted upward up to \$1500 to cover the fees.

D. Research Employees

1. Effective Fiscal Year 2013-~~2017-2018~~ - the minimum salary for a full time appointment shall be:

A. Research Architects/Engineers/Scientist - ~~\$42,000~~\$47,476

B. Postdoctoral Research Associates - ~~\$42,000~~\$47,476

C. Research Associates - ~~\$30,000~~\$47,476

2. Effective Fiscal Year 2018-2019 – all research employees shall receive a 5% across the board increase to base salary. Minimum salaries for research employees shall also increase by the same amount to \$49,850.

2. ~~Subject to available grant funding, for fiscal Year 2013 there shall be a Merit Compensation Program for all Research Employees in the bargaining unit with at least one (1) year of service as of July 1, 2012. The merit pool shall consist of monies equivalent to 1.75% of the base composite salary of the bargaining unit Research Employees as of July 1, 2012.~~

~~The merit pool amount will be distributed at the Executive level based upon the proportionate salary pool in the respective Executive area, and shall be based on performance ratings for fiscal year 2012. Those rated Exceeds Requirements will be awarded a greater merit percentage than those rated Masters Requirements, and no award will be granted to those falling in the Falls Short category.~~

~~Although there is no requirement that everyone receiving a rating in the same category receive the same percentage increase, the Executive Level Administrator shall use his or her best efforts to assure that the percentage granted in each rating category is fairly and consistently applied across the departments and university.~~

~~One half of the merit award shall be applied to the base salary effective January 1, 2013. The balance one half of the merit award shall be applied to base salary effective close of business June 30, 2013. There shall no retroactive payments to July 1, 2012. Payment shall only be made to unit members who are on the payroll at the time of the merit award payout.~~

F. Pay Dates

Employees shall be paid their salary in bi-weekly increments effective on the first day of his/her appointment and payable no later than the ~~second~~first full-payroll period after the date of hire.

G. Reopener

~~— Either party by notice to the other in writing sixty (60) days prior to July 1 2013 may
— reopen Article XVI Salary, only for the purpose of negotiating general across the
— board increase and/or merit increases for fiscal years 2014 and 2015.~~

ARTICLE XVII

DISCIPLINE AND TERMINATION

A. For Research Employees, ~~following the end of the one year probationary period,
— during any subsequent contractual term,~~ such contract may be terminated during its term only for cause, which shall include, but not be limited to lack of grant funding. The termination of probationary employees shall not be grievable under this ~~— Agreement.~~

B. For Graduate Student Employees during the contractual term appointment, such contract may be terminated during its term only for cause, ~~which shall include but not
— be limited to lack of funding.~~ It is expressly understood that a Graduate Student Employee may be terminated if he /she is no longer enrolled as a student at the University and said termination shall not be grievable.

C. Written reprimands, letters of suspension and letters of termination given to an employee will contain the reasons for such action. All such notices shall be delivered in person to the employee, or sent via regular mail or email, and copied to the union.

D. An employee shall, ~~upon request,~~ be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believes could result in disciplinary action.

ARTICLE XVIII

HOURS OF WORK FOR RESEARCH EMPLOYEES

- A. The general business hours of University operations are Monday through Friday, from 8:30 a.m. to 4:30 p.m.
- B. It is understood that Research Employees are exempt under the Fair Labor Standards Act. For the purpose of University accounting, employees with exempt status are paid based on a 35 hour week. A full day of leave time used shall be debited as 7 hours and a half day of leave time used shall be debited as 3.5 hours. The use of hours for University accounting purposes is not intended by NJIT to affect the exempt status of an employee or position under the Fair Labor Standards Act.
- C. It is understood that exempt staff are expected to work some evening or weekend work hours, in addition to the general hours of operation as part of their job duties. However, where work demands require employees to work substantially beyond regular business hours and beyond the defined expectations of the job, such employees may be afforded release time (time off without debit of leave banks) with the approval of both the employee's supervisor, and the appropriate Department or Division head.

ARTICLE XIX

WORKLOAD FOR GRADUATE STUDENT EMPLOYEES

The professional activities of Graduate Student Employees are of such a nature that the weekly workload cannot be precisely measured. It is therefore understood that the weekly workload will fluctuate during the term of appointment but shall not exceed more than an average of ~~20~~ **15** clock hours during the term of appointment.

In the case of Graduate Student Teaching Assistants, clock hours shall apply to time spent on the following, and any time required preparing for the following:

1. Teaching support activities such as proctoring, tutoring, meeting with students and grading.
2. Supplementary teaching activities that are performed under the supervision of another instructor or faculty member such as lecturing, instructing a laboratory, and leading a recitation.
3. Teaching activities as an instructor who conducts the course and evaluates students without the supervision of another instructor or faculty member.

In the case of Graduate Students Research Assistants, clock hours shall be discussed and assigned by the supervising faculty member and/or the Principal Investigator.

In the case of all Graduate Student Employees, clock hours shall exclude duties associated with academic progress toward his or her academic degree; specifically, it is understood that the number of hours per week required to be worked for timely completion of an academic degree will routinely exceed ~~20~~ **15** hours per week.

Where travel to a conference or meeting is in furtherance of performing and discharging the Graduate Student employee's duty as an employee (in whole or in part), the time spent on travel and attendance shall not count towards more than ~~20~~ **15** clock hours for any given week in which he/she performs the travel or attends the meeting.

Prior to the academic year, and/or immediately following the appointment, the employee and supervisor shall meet to discuss workload expectations. Additionally, the supervisor will meet with the employee in advance if there is an expected substantial change to his/her workload and/or work duties.

If at any time over the course of an appointment, a Graduate Student Employee reasonably believes that his/her specifically assigned duties routinely require hours that will cumulatively exceed the hours of effort required by the appointment percentage over its full term, he/she may raise the matter informally with the appropriate supervisor, Department Chair, and/or program director. Such action shall satisfy the requirements of Step One of the grievance procedure in Article XXIV of this Agreement. If not satisfactorily resolved at Step 1, the employee may file a grievance at Step 2 in accordance with Article XXIV, ~~except that this grievance shall not be arbitrable to the extent that it involves the exercise of academic judgment.~~

ARTICLE XX

NON-DISCRIMINATION

In the application of provisions of this Agreement there shall be no discrimination by NJIT or UCAN against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, **immigration status**, ancestry, marital status, civil union status, domestic partnership status, familial status, age, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to UCAN, **or any legally protected status under New Jersey law.** **These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.**

ARTICLE XXI

EMPLOYEE ASSISTANCE PROGRAM

So long as NJIT offers its employees an Employee Assistance Program for counseling and referrals regarding personal and professional issues which affect the performance of their duties as NJIT employees, bargaining unit employees shall be eligible to use the Employee Assistance Program at no cost on the same basis and to the same extent as all other NJIT employees.

Employee use of the Employee Assistance Program shall be confidential except as may be required by law, or if waived by the employee.

ARTICLE XXII

SUPPORT FOR ~~TEACHING ASSISTANTS~~¹ GRADUATE STUDENT AND RESEARCH EMPLOYEES

A. At the beginning of the Academic Year, the University shall conduct an **a mandatory paid** orientation workshop for Graduate Student **and Research** Employees to provide general instruction, information on the University's policies **and procedures, healthcare and benefits**, procedures and to review general job expectations and job requirements.

B. The graduate student **or research** employee and the supervisor shall also meet to go over the job description, and specific job responsibilities and performance expectations. The University shall provide graduate student ~~Teaching Assistants~~ **graduate student employees** with access to instructional materials and services that aid in performing their teaching assistant responsibilities.

C. **Representatives of UCAN will be provided with up to an hour of time at every paid orientation workshop for graduate student and research employees in order to provide union information and membership applications to all attendees, answer questions about the contract, and communicate with employees.**

D. The University will identify useable spaces and/or common areas, where appropriate, where graduate student Teaching Assistants may meet with students or work on instructional activities and university matters, whenever space is available and wherever providing such space does not interfere with the operational and instructional needs of the University.

¹ Possible phase in needed.

E. The University may withdraw spaces at any time with advance notice to the Teaching Assistant based upon operational and/or instructional needs determined by the University. Where such spaces are not provided the University shall confirm in writing that fact to the graduate student.

F. In the event that there is any issue related to these terms that issue shall be brought to the attention of the University and UCAN by the Teaching Assistant. UCAN shall meet with the University, and discuss said issue. Issues related to this article shall be exclusively addressed in the Labor Management Conference pursuant to Article X.

ARTICLE XXIII

TUITION REMISSION FOR RESEARCH EMPLOYEE

Research Employees, and where applicable, their dependent children are eligible to participate in the University's Tuition Remission Policy program, a copy of which is set forth in Appendix C, and subject to the compliance with all applicable rules and regulations governing the Tuition Remission Policy program. Graduate Student Employees and their dependent children are not eligible to participate in the Tuition Remission Policy program. ~~Upon 30 day written notice to UCAN, NJIT may reopen discussions with respect to its Tuition Remission Policy Program.~~

ARTICLE XXIV

GRIEVANCE PROCEDURE

- A. **A grievance is defined as a claimed violation of any provision of this Agreement or of any NJIT policy relating to terms and conditions of employment. This includes but is not limited to circumstances of unjust discipline, harassment, discrimination, and issues relating to non-reappointment. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims brought under this grievance procedure. Remedies that come from any step of this procedure are binding.**

The written statement of the grievance must include the following:

- **Statement of facts surrounding the grievance including the provision or provision of the Agreement, Regulations, policies,**

other agreements, or administrative decision which have allegedly been violated.

- Remedy sought.

Any information requests included within the grievance statement shall be answered within (15) working days of the filing.

B. Informal Procedure:

Prior to filing a written grievance, the aggrieved party shall attempt to resolve the issue informally with their immediate supervisor. If the grievance is not resolved within ten (10) working days after the action occurred or when UCAN should have been made aware of the issue. The grievance should proceed to Step 1 as detailed below. Any agreements made during this informal procedure shall not be precedential but are binding.

C. Step One:

Grievances that are not resolved during the informal procedure shall be presented in writing to the Department Chair within sixty (60) working days after the action occurred or when UCAN should have been made aware of the issue. Within fifteen (15) working days of receipt of the written statement, the Chair or their designee will arrange for a meeting. UCAN may have up to two representatives at the meeting not including the grievant. Within ten (10) working days of the conclusion of this meeting, the grievant shall be sent a written decision. UCAN representatives should be copied.

D. Step Two:

If the grievance is not resolved at the above meeting any grievant may submit any grievance to mediation. The mediation process shall be completed within thirty (30) working days of the receipt of the grievance filing.

A pool of six jointly selected professional arbitrators/mediators shall be established for the duration of this agreement. Both parties may reopen negotiations regarding the mediator pool after twelve months. Mediator fees for service shall be jointly paid for by NJIT and UCAN. Participants in mediation shall be limited to the mediator, the grievant, the department chair (or their designee) and one more representative from NJIT.

Resolutions from mediation shall be binding and are not precedent setting. If no resolution is made during mediation the grievance shall proceed to Step Three as detailed below.

E. Step Three:

UCAN may request the grievance be heard by the Provost, Senior Vice President for Academic Affairs or their designees. This meeting should happen within ten (10) working days from the date of mediation. The grievant is to be accompanied by up to two representatives from UCAN. A written decision shall be sent to the grievant within five (5) working days of this meeting. UCAN representatives should be copied.

If there is no resolution to the grievance at Step Three the grievance may proceed to the final step, Step 4, as detailed below.

F. Step Four:

Any grievance not resolved through the above steps may be submitted to arbitration by the grievant. The decision to submit to arbitration shall be made within fifteen (15) working days of receipt of decision at step 3.

The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.

No arbitrator functioning under the provisions of this grievance procedure shall have the authority to add to or subtract from, amend, modify, or delete any provision of this agreement or any policy of the Employer. The award of the arbitrator shall be binding upon NJIT and UCAN, and the grievant, to the extent permitted by and in accordance with applicable law.

Arbitration costs will be paid jointly by UCAN and NJIT.

~~The purpose of this process is to assure prompt and equitable solutions to the problems arising from the administration of this Agreement or other conditions of employment. Such promptness is an essential element. Failure of a grievant to meet any of the calendar limitations stipulated in the procedure 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, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration.~~

~~A. A grievance is defined as a claimed violation of any provision of this Agreement or of any NJIT policy relating to mandatorily negotiable terms and conditions of employment. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims that could be brought under this grievance procedure.~~

~~All grievances must specifically cite which provision of this Agreement and/or NJIT policy is alleged to have been violated; must set forth who is alleged to have committed the violation; must set forth when and where the alleged violation occurred; and must set forth the penalty/remedy sought.~~

~~B. A grievance shall be handled in the following manner:~~

~~Step 1~~

~~Prior to filing a written grievance, the aggrieved party shall attempt to resolve the matter at issue informally with his/her immediate supervisor. Such efforts at informal resolution shall not suspend the timeliness requirements for filing a grievance as set forth below. Any agreements reached during an informal meeting shall not be precedential but shall be binding for the current matter only.~~

~~Step 2~~

~~If the grievance is not resolved at Step 1, the grievance will be presented in writing to the Department Chair within twenty one (21) calendar days after the action occurred or from the date the employee or UGAN knew of or should have known of the action. Within fourteen (14) calendar days of receipt of the written grievance, this next level of supervision, or his/her designee, will arrange for a meeting with the grievant. The grievant may have UGAN representation at the meeting if he/she desires. This next level of supervision, or his/her designee, will send his/her written answer within fourteen (14) calendar days after the meeting to the employee, to UGAN representative present, if any, to UGAN and to the Department of Human Resources.~~

~~Step 3~~

~~If UGAN is not satisfied with the Step 2 answer, UGAN may request a Step 3 hearing by the Provost, Senior Vice President for Academic Affairs/ Senior Vice President for Research and Development as applicable, or his or her designee by forwarding the grievance to the Provost, Senior Vice President for Academic Affairs / Senior Vice President for Research and Development within twenty one (21) calendar days of receipt of the Step 2 answer. Within fourteen (14) calendar days, Provost, Senior Vice President for Academic Affairs / Senior Vice President for Research and Development will arrange for a meeting. The grievant may be accompanied at the meeting by a UGAN representative. Within twenty one (21) calendar days after the meeting, the Provost, Senior Vice President for Academic Affairs / Senior Vice President for Research and Development will send a written answer to the employee and to UGAN representative present, if any to UGAN and to the Department of Human Resources.~~

~~Step 4~~

~~If UGAN is not satisfied with the Step 3 answer, and the grievance involves a violation of the express terms of this Agreement or a written NJIT policy involving negotiable terms and conditions of employment specifically incorporated into this Agreement by~~

~~referenced, UGAN, within twenty one (21) calendar days of receipt of that answer, may submit the grievance to arbitration in accordance with the provisions of this Agreement below. It is expressly understood that matters involving non-mandatory negotiable issues of employment and those involving the exercise of academic judgment, shall not be arbitrable.~~

~~If UGAN submits a grievance to arbitration, UGAN will submit to the Office of the General Counsel, and Department of Human Resources, Division of Labor Relations a copy of its submission. The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.~~

~~The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a written decision.~~

~~No arbitrator functioning under the provisions of this grievance procedure shall have the authority to add to, subtract from, amend, modify, or delete any provision of this Agreement or any policy of the Employer. The award of the arbitrator shall be binding upon NJIT and UGAN, and the grievant, to the extent permitted by and in accordance with applicable law.~~

~~The Arbitrator shall have no authority to rule on grievances which concern actions taken by individuals or officials outside of the University, or which are preempted by governmental statutes rules or regulations affecting terms and conditions of employment.~~

~~Costs and expenses incurred by each party will be paid by the party incurring such costs except that the fees of the arbitrator and PERC will be divided equally between the parties.~~

~~C. The time limits above may be extended by mutual agreement of the parties to the grievance.~~

~~D. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If NJIT should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance as set forth above.~~

~~E. An employee will not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working hours, such employee shall not lose pay for such time. However, this allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses.~~

~~F. Unless mutually agreed upon, no more than two (2) UGAN representatives may attend any grievance hearing.~~

~~G. Notice~~

1. Grievant

~~Notice to the grievant shall be deemed to have occurred upon actual receipt by grievant of such notice or five (5) days following posted mailing to the grievant's last known address, through the U.S. mail, whichever first occurs.~~

2. Employer

~~Notice to the Employer shall be deemed to have occurred upon actual receipt by the Employer's designated representative of such notice or, if mailed in the continental United States, five (5) days following posted mailing to the Employer's designated representative at the correct University address for such representative, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the Employer shall only be deemed to have occurred upon actual receipt by the Employer's designated representative.~~

3. UGAN

~~Notice to the UGAN shall be deemed to have occurred upon actual receipt by the UGAN President or expressly authorized designee, of such notice or five (5) days following posted mailing to the UGAN President or expressly authorized designee at the last known address, through the U.S. mail, whichever first occurs.~~

4. ~~For purposes of timely filing and advancement of grievances only, unless otherwise expressly referenced herein, days shall refer to calendar days, excluding all University holidays and recesses (including summer recess) and all federal holidays whereby the U.S. Postal Department closes services.~~

ARTICLE XXV

HEALTH AND SAFETY

- A. A bargaining unit member designated by the Union shall participate as a regular member of the University Safety Committee.
- B. No bargaining unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. ~~It shall be the responsibility of the University to make such determinations as rapidly as possible.~~ Bargaining unit members are responsible for reporting health and safety problems to their dean or director and to the NJIT Environmental Health & Safety Office.

A. NJIT shall use the standards and procedures adopted by the Occupational Safety and Health Administration when determining if a violation has occurred.

ARTICLE XXVI

HOLIDAYS

A. Research Employees are entitled to the following paid holidays:

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

In the event any one (1) 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 (1) or more of the regular holidays above listed falls on a Saturday, the holiday shall be observed on the immediately preceding Friday.

The four (4) regular week days falling between the Christmas and New Year's holidays shall be considered paid NJIT holidays.

The thirteen (13) holidays provided herein, constitute the entire paid holiday schedule provided by the Employer.

Research Employees employed shall not be entitled to payment for holidays falling during a contractual break in employment.

The holiday benefits, provided herein, are not available, shall not accrue, nor shall there be any banking or payment in lieu of the provided holiday scheduled, while any Research Employee is in unpaid employment status with the University. Further, in order to receive each or any of the holiday benefits, herein provided, the employee must be in paid employment status at least one (1) day prior to and one (1) day after the holiday benefit sought.

- B. Graduate Student Employees are generally not expected to work on the holidays outlined in Section A above that fall during the term of their contractual assignment. However, a Graduate Student Employee may choose to come into work to complete any outstanding job duties or assignments for the week(s) in question. Such holidays shall not accrue or be considered a paid benefit. Nor shall there be any banking or payment in lieu of the provided holiday scheduled, while any such employee is in unpaid employment status with the University.

ARTICLE XXVII

SICK LEAVE

- A. Graduate Student Employees:

Graduate Student Employees shall receive three (3) sick days per academic year. Unused sick leave may be accrued with no maximum limit. There shall be no payout of unused sick leave.

Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family (father, mother, spouse, the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law child, foster child, sister, brother, grandmother, grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.

Sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.

Accumulated sick leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave used 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 Vice President of Human resources or his/her designee.

The employer may investigate cases where there is reasonable suspicion of abuse of sick leave or patterned absenteeism. The Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave.

B. Research Employees:

1. Accrual

New employees shall earn one (1) working day or seven (7) hours per calendar month to the end of the fiscal year and 1-1/4 working days or 8.75 hours or which is equivalent to fifteen (15) working days (105 hours) per full fiscal year thereafter. Full-time Research Employee employees on contracts of less than twelve (12) months shall earn and be entitled to prorated, sick leave annual benefits.

2. Use of Sick Leave

- a. Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family (father, mother, spouse, the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law child, foster child, sister, brother, grandmother, grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.
 - (i) Use of sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.
 - (ii) Unless otherwise authorized under the provisions of the University's Family and Medical Leave Policy, emergency attendance on a member of the immediate family shall be limited to a maximum of fifteen (15) days per enabling occurrence. Exceptions to this limitation may be authorized only by the Vice President of Human Resources or his/her designee.
- b. 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 used 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 Vice President of Human resources or his/her designee.

- c. All unused sick leave may be accrued with no maximum limit.
- d. Medical validation of the need for sick leave will be required when there is evidence of abuse of the leave and/or when the leave exceeds five (5) consecutive days or a total of ten (10) days within the fiscal year, as more fully detailed below.
- e. Sick leave benefits are not available, shall not accrue, nor shall there be any payment in lieu thereof, while any Research Employee member is in unpaid employment status with the University. Further, in order to use a banked sick leave day, the Research Employee member must be in paid employment status at least one day prior to the sick leave benefit sought.

3. Authorization

a. Anticipated Leave

Any proper usage 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 usage. 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 use 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

Use of sick leave that cannot be anticipated in advance, such as sudden illness, must be validated by contacting, as soon as possible and, to the extent possible, within one-half (1/2) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by following such procedure specifically directed by the employee's supervisor to notify the Employer of unanticipated sick leave.

4. Validation

- a. In accordance with State and Federal regulations, the Employer may preliminarily designate an employee who has been absent for three (3) or more consecutive days or who has exhausted his/her earned sick leave banks on Family Leave, pending medical certification. Family Leave may at the option of the Employer run concurrently with sick leave usage.
- b. Long term absences for sick leave that exceed the 60 days of Family Leave may be taken thereafter utilizing accumulated sick leave balances, upon submission of medical certification updates to be provided in intervals of not less than every 30 days.
- c. If absent for five (5) or more consecutive working days, the employee must present a physician's statement specifically validating the duration and nature of illness or injury enabling sick leave usage. An employee absent for unanticipated sick leave for any and all periods totaling more than ten (10) days in one (1) fiscal year may be required to submit a physician's statement validating the duration and nature of illness enabling sick leave usage.
- d. The employer may investigate cases where there is reasonable suspicion of abuse or patterned absenteeism. If justified, and regardless of the threshold absences set forth in (c) above, the Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave for a period not to exceed one year.
- e. Sick leave taken for purposes of Bereavement, pursuant to provision .2.b. above, shall not be counted for purposes of either the five (5) or ten (10) day validation requirement. The Employer may request that Bereavement leave be validated through independent written documentation.
- f. 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 following fifteen (15) days usage of sick leave during fiscal year the Employer, the Union and Employee shall meet for the purpose of either investigating potential abuse and/or to discuss the absenteeism in attempt to avoid disciplinary action. In any event, an employee suffering from a certified chronic illness must at least once every six (6) months provide the Employer with medical recertification and following fifteen (15) days usage in a fiscal year on account of said illness, provide additional recertification of the chronic illness.

5. Confidentiality of Records

All medical reports and diagnosis provided pursuant to this Article shall remain confidential with the Department of Human Resources and the Office of General Counsel only.

6. Unused Sick Leave

There shall be no payout of unused sick leave.

ARTICLE XXVIII

PERSONAL LEAVE

- A. Research Employees shall be entitled to three (3) personal days per fiscal year to be used for emergencies, observances of religious holidays, personal business and attendance at a funeral
- B. Graduate Student Employees shall be entitled to ~~one (1)~~ **three (3)** personal days per academic year to be used for emergencies, observances of religious holidays, personal business and attendance at a funeral.

ARTICLE XXIX

VACATION

A. Research Employees

1. Vacation Allotment:

Research Employees shall be entitled to fifteen vacation leave days per fiscal year after 30 days from the date of hire. For payroll purposes the time is accounted as one hundred and five hours (105) per year on University records. Vacation leave is administered on a fiscal year calendar. The University's fiscal year is July 1st through June 30th of the following year. The time shall be prorated whenever the hire date does not coincide with the start of the fiscal year or whenever a break in employment does not coincide with the end of the fiscal year.

2. Vacation Use:

- a. Vacation shall be scheduled and taken at a time and at intervals that are mutually agreeable to the employee and that employee's designated supervisor, except and only where superceding law and policy allow vacation to be unilaterally invoked by the employee (e.g. when taking Family Leave). It is therefore expected that vacation will be requested of that employee's supervisor in advance of the desired use by an employee, where possible, so that the absence can be planned for and the regular work flow is minimally disrupted. However, full usage of all time is both expected and encouraged before the end of each fiscal year.
- b. Nothing herein shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.
- c. ~~There shall be no payout of unused vacation. Vacation days must be used during the fiscal year awarded or before the expected end date of employment, whichever comes first.~~ **Unused vacation days will be paid out at the end of the each fiscal year.**

B. Graduate Student Employees are not entitled to vacation.

ARTICLE XXX

FAMILY LEAVE

- A. The Family Leave Policy attached hereto as Appendix D reflects current State and Federal law with respect to the rights of employees and obligations of employees. The policy may be amended from time to time to reflect mandatory changes in the law.
- B. For informational purposes only, the University may preliminarily designate an employee's absence as Family Leave when:
 - 1. An employee (or a spokesperson on behalf of an employee) notifies the Department of Human Resources or the immediate supervisor of a personal serious health condition or the serious health condition of an eligible family member.
 - 2. Upon the employee or the supervisor's notification to the Department of Human Resources after three (3) consecutive days of paid or unpaid absence.
- C. Family Leave runs concurrently with accumulated sick leave. Accumulated sick leave balances that exceed the 60 days of Family Leave may continue to be used thereafter upon submission of medical certification updates to be provided in intervals of not less than every 30 days.

ARTICLE XXXI

LEAVES OF ABSENCE

A. Eligibility

Any employee who is not entitled to or has exhausted other leave benefits may apply for an unpaid leave of absence.

No employee who is entitled to leave under the New Jersey Family Leave Act or the Federal Family Leave Act shall be denied the right to use any period of leave required under these laws using the procedures set forth in the laws and applicable regulations.

B. Procedure

1. All applications for an unpaid leave of absence shall be made in writing. The application shall include a specific statement of the reasons for the leave request, the date on which the leave is requested to begin and the date the leave is requested to end.
2. All requests for unpaid leave of absence shall be made as far in advance as possible. For Research Employees, the maximum number of days available for such a leave is thirty (30) days unless travel to home country is required for a visa issue, then the max days available for leave will be sixty (60) days. For Graduate Student Employees, the maximum period available for such leave shall be one semester combined with the summer (if applicable).
3. Application for leave must be submitted to the Vice President for Human Resources with a copy to the employee's immediate supervisor, dean/director and the Provost/Senior Vice President for Research and Development, as applicable. Where the leave involves a request to pursue academic and/or scholarly pursuits the request must be submitted to the Office of the Provost Senior Vice President for Research and Development, as applicable, with a copy to the supervisor, dean/director and the Vice President for Human Resources. Where the leave requires confidentiality, the employee may submit the application directly to the Department of Human Resources, and in that case, the employee shall inform the supervisor in writing that an application has been submitted to Human Resources. In all cases, the request shall specify the reason for the request, the beginning and ending dates for the requested leave.
4. The Employer shall act on the application for an unpaid leave as soon as possible, and shall provide the employee with its decision in writing. If the request is denied in whole or in part, the reasons for the denial shall be set forth as part of the written decision.
5. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.
6. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.
7. There shall be no benefits bank accrual during any period of unpaid leave under this Article. There shall be no monetary contribution by the Employer on behalf of the employee during any period of unpaid leave, except as may be mandated by law or otherwise expressly provided for by this agreement.
8. Accepting employment with another employer while on a leave of absence will result in the forfeiture of the leave and all associated benefits and will

result in the immediate termination of University employment, unless such other employment was expressly understood as part of the reason for the leave and approved in advance by the Employer.

ARTICLE XXXII

MODIFIED DUTIES FOR GRADUATE STUDENT EMPLOYEES

If due to a serious illness or health related, work disabling condition of a Graduate Student Employee, who retains full time status as a student, is in need of a Modified Duties schedule, he/she shall consult with her supervisor to develop a plan to perform her clock hour responsibilities under a revised work plan, for up to only one semester, without reduction in pay and with continuation of all rights and benefits of regular employment. Once the Plan has been determined, it is to be submitted first to the Office of the Dean, and then to the Office of the Provost for approval, which shall not be unreasonably denied. Request for a modified schedule must be supported by proper medical documentation. Such medical documentation supporting the request and identifying the need for the modified schedule, the start and end date of the disabling condition shall be submitted to the Department of Human Resources, with an indication to the supervisor that such has been done.

An individual can only be on a Modified-Duties schedule once during his/her employment at NJIT.

ARTICLE XXXIII

HEALTH BENEFITS

A. State Health Benefits Program – Research Employees

It is agreed that the State Health Benefits Program, and any rules and regulations governing its application, including amendments or revisions thereto shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this agreement.

It is agreed that changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that changes shall apply to employees represented by the Union.

Changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, shall be incorporated into the Agreement and thereafter be applicable to all employees. It is specifically understood that the provisions of the Pension and Health Benefits Reform 2011 legislation under Chapter 78, P.L. shall be applicable to all Research Employees covered by this agreement.

1. In any event where an employee utilizes any type of leave, whether paid or unpaid, he or she shall continue payment of health plan premiums at the same level as those that he or she paid prior to the leave. If the premiums are raised or lowered, the employee will be required to pay the then-applicable premium rates.
2. If the employee charges his accrued vacation, sick, and/or administrative leave accruals for any leave, his share of premiums will be paid by payroll deductions continued in the same method as utilized during active employment status,
3. If the leave is unpaid, NJIT will advance payment of the Employee's health plan premiums for the period of leave (up to three of full months) and will bill the Employee for those premiums. Prior to the Employee's return from leave to active employment status, the Department of Human Resources will advise the Employee in writing of the full amount of health plan premiums advanced on his or her behalf by NJIT. Within seven (7) business days of his return to active employment status, the Employee must indicate, in writing, his or her selected method of repayment of the health plan premiums: (1) full repayment through the Bursar's Office within ten (10) business days, (2) additional payroll deduction at the same amount and rate as that of the Employee's biweekly payroll deduction for health plan premium payment, or (3) a repayment plan approved, in writing, by the Vice President of Human Resources. If the Employee fails to select a repayment option or does not make timely payments, NJIT, upon written notice, may take action to recover sums paid on the employee's behalf which may include charging additional payroll deductions until the full amount of health plan premiums paid on the Employee's behalf during his unpaid leave has been repaid in full.

4. Eye Care Program

It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 26 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 the current plan.

The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

Full-time employees and eligible dependants as defined above shall be eligible for a maximum payment of \$35 on the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2011 to June 30, 2013, and one (1) payment for the period July 1, 2013 to June 30, 2015. This program ends on June 30, 2015. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

B. Health Benefits – Graduate Student Employees

1. NJIT shall reimburse Graduate Student Employees for the cost of enrolling in the NJIT Group Student Accident and Sickness Insurance Program ~~not to exceed the amount of \$354 for the full academic year.~~ Said amount shall be processed for reimbursement upon the submission of a receipt evidencing payment to such Program.
2. The University will continue its efforts to secure specific state funding to enroll TA and RAs in the State Health Benefits Plan, at which point the University's obligation under 1 above shall terminate.

ARTICLE XXXIV

RETIREMENT AND LIFE INSURANCE*

Research Employees are deemed to be employees of the State for purposes of participation in the Alternate Benefits Program consistent with the rules and regulations governing this program, and any changes in the rules and regulations made by the State of New Jersey.

~~* For information only.~~

ARTICLE XXXV

LAYOFF/REDUCTION IN FORCE

The University reserves the right to layoff or reduce the amount of unit member employees due to financial reasons and/or reorganization needs. In such cases, the University agrees to provide thirty (30) **working** days written notice to the effected employee(s) (with a copy to the union) prior to the termination of employment. With respect to employees whose positions are funded in whole or in part by grants or contracts, employment is dependent upon the continued availability of grant or contract funds. Where there is a known scheduled expiration date of a grant or contract, the University agrees to provide notice to the effected employee(s) of such expiration thirty (30) **working** days prior to the expiration date of the grant or contract. ~~In all other cases, the University agrees that as soon as practical it will inform employees of the anticipated expiration or cessation of the grant or contract.~~

ARTICLE XXXVI

JURY DUTY

Research Employees

NJIT shall grant time off with regular pay to those employees who are required to perform jury duty. Employees are required to submit to their supervisor the notification of jury duty as soon as possible. It is the responsibility of the employee to report to work after being released from duty.

Graduate Student Employees

NJIT shall grant time off with regular pay to those employees who are required to perform jury duty when they are on scheduled work clock hours. Employees are required to submit to their supervisor the notification of jury duty as soon as possible. It is the responsibility of the employee to report to work after being released from duty, when he or she is scheduled to report to work.

ARTICLE XXXVII

PARKING

A. Research Employees

1. Parking Fees shall be charged and collected through payroll deduction for all members of the bargaining unit desiring to park and duly registering his/her motor vehicle with the Employer according to published Employer regulation, enabling him/her to daily parking privileges on the Employer's premises.
2. All parking at all available locations, including the Employer's parking deck, and except for reserved spaces shall be on a first come first serve basis at the following rates. Except in the case of promotions and/or reclassifications, parking fees are to be determined on salary effective the first full pay on or after July 1, of each fiscal year or for bargaining unit members commencing employment after July 1, calculated as of the date of initial employment.
3. Parking 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. The fees shall apply as follows:
 - a. Base Salary of \$0 - \$26,500.00.....pays ~~\$25~~**75** per semester.
 - b. Base Salary of \$26,500.01-\$31,800.00...pays ~~\$50~~**100** per semester.
 - c. Base Salary of \$31,800.01-\$42,400.00...pays ~~\$75~~**125** per semester.
 - d. Base Salary of \$42,400.01-\$53,000.00...pays ~~\$100~~**150** per semester.
 - e. Base Salary of \$53,000.01-\$63,600.00...pays ~~\$125~~**175** per semester.
 - f. Base Salary of \$63,600.01-\$74,200 .00...pays ~~\$150~~**200** per semester.
 - g. Base Salary of \$74,200.01-\$84,800 .00...pays ~~\$175~~**225** per semester.
4. 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.
5. Parking fees will not be charged during the summer term.
6. The Parking Fee Table is illustrative of the program schedule and outlines the fee methodology. The tables are not exhaustive and the program accommodates higher salaried employees according to the incremental methodology outlined above.'

~~B. Graduate Student Employees~~

~~— Student parking fees shall be charged in accordance with University Policy, and
— commuter tax shall continue to apply.~~

ARTICLE XXXVIII

REIMBURSEMENT FOR TRAVEL

A. Research Employees

Approved expenditures for official travel on University business, which have been incurred, shall be reimbursed in accordance with the University's Travel Policy

B. Graduate Students Employees

Graduate Student Employees shall be reimbursed for approved local travel expenses, incurred by them in connection with and when discharging the performance of their duties as a Teaching Assistant/Research Assistant. Travel expenses are hereby defined as reimbursement for mileage, public transportation and tolls.

C. Graduate Students Employees – Attendance at Conferences

Prior to incurring any expenditure for travel to attend conferences the graduate student employee shall discuss with his or her supervisor and/or director, whether such attendance falls within the scope of his or her contractual appointment, or is in furtherance of pursuing his or her academic degree.

If it is determined that the attendance is ~~solely~~ in furtherance of his or her academic degree, travel reimbursement in part or in full may be provided as determined by the university. Otherwise, reimbursement for travel shall be provided in accordance with the University's Travel Policy.

ARTICLE XXXIX

SEVERABILITY/GENERAL

NJIT and UCAN understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or

invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to UCAN and negotiated upon the request of the UCAN as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

ARTICLE XL

DURATION

The term of this Agreement shall be for a term commencing ~~September 1, 2012~~ **July 1, 2015** and ending ~~June 30, 2015~~ **June 30, 2019**.

APPENDIX A – JOB DESCRIPTIONS

JOB DESCRIPTION

TITLE: RESEARCH EMPLOYEE

DEPARTMENT:

POSITION SUMMARY:

Research Employees are full time employees and shall fall into one of the following categories:

- Postdoctoral Research Associates
- Research Architects/Engineers/Scientist
- Research Associates
 - Postdoctoral Research Associates are traineeships short term annual assignments for recently graduated PHD students to allow them to develop the skills required to become faculty or industrial research professionals. They are an apprentice learning the craft of a faculty member and developing individual credentials.
 - Research Architects/Engineers/Scientists are full time positions for individuals with the terminal degree in their profession (e.g., M. Arch for 1st or PhD. for other 2), generally associated with a specific project that has a finite duration based upon the availability of funding.
 - Research Associates are full time positions for individuals who may or may not have a terminal degree in their profession, who are and generally associated with a specific project that has a finite duration based upon the availability of funding.

ESSENTIAL FUNCTIONS

Research employees perform professional research activities independently and/or in consultation with or under the supervisor of research program faculty. Must be able to plan, lead and direct research projects. Professional research activities shall include but not be limited to knowledge of research program criteria, conducting research and experiments in accordance with research program specifications, criteria and university guidelines. Responsible for assuring that research program and university research objectives are achieved. Duties also include preparing, reviewing and reporting results from research and observations, and supervision of student work and instruction.

ADDITIONAL FUNCTIONS

Additional qualifications to be added as determined appropriate. Other duties as assigned.

ESSENTIAL CHARACTERISTICS

PREREQUISITE QUALIFICATIONS

PREFERRED QUALIFICATIONS

FLSA Exempt

BARGAINING UNIT

RANGE/BAND

JOB DESCRIPTION

TITLE: STUDENT GRADUATE TEACHING ASSISTANT

DEPARTMENT

POSITION SUMMARY

A Graduate Student Teaching Assistant or (TA) shall include Graduate Student Assistants. A TA is a full time graduate student as defined by university policy, in good academic standing enrolled for an entire academic year, in an approved NJIT graduate PhD program who has also received a full time scholarship for tuition and fees based upon his/her academic credentials.

ESSENTIAL FUNCTIONS

Under the supervision of Faculty a TA provides teaching assistance. Such assistance shall include but not be limited to instruction, conducting recitations and the set up and supervision of lab instruction.

A TA may also be assigned administrative tasks under the supervision of various department directors and supervisors to provide academic and/or administrative support services to various departments and divisions.

ADDITIONAL FUNCTIONS

Additional qualifications to be added as determined appropriate. Other duties as assigned.

ESSENTIAL CHARACTERISTICS

PREREQUISITE QUALIFICATIONS

- o Full time PhD graduate student
- o In good academic standing demonstrating sufficient academic progress toward his or her degree.
- o Enrolled for an entire academic year
- o Recipient of a full time scholarship for tuition and fees

PREFERRED QUALIFICATIONS

FLSA Exempt

BARGAINING UNIT

RANGE/BAND

JOB DESCRIPTION

TITLE: GRADUATE STUDENT RESEARCH ASSISTANT

DEPARTMENT:

POSITION SUMMARY

A Graduate Student Research Assistant (RA) is a full time graduate student as defined by university policy, in good academic standing enrolled for an entire academic year, in an approved NJIT graduate PhD program who has also received a full time scholarship for tuition and fees based upon his/her academic credentials.

JOB DUTIES

Under the supervision of Faculty and/or other designated staff, conducts research and provides research and administrative support. Such research and support shall include but not be limited to conducting research and experiments, student supervision and instruction, preparing, reviewing and reporting results from research and observations.

ADDITIONAL FUNCTIONS

Additional qualifications to be added as determined appropriate. Other duties as assigned.

ESSENTIAL CHARACTERISTICS

PREREQUISITE QUALIFICATIONS

- o Full time PhD graduate student
- o In good academic standing demonstrating sufficient academic progress toward his or her degree.
- o Enrolled for an entire academic year
- o Recipient of a full time scholarship for tuition and fees

PREFERRED QUALIFICATIONS

FLSA: Exempt

BARGAINING UNIT

RANGE/BAND

APPENDIX B – EVALUATIONS

CONFIDENTIAL ANNUAL REVIEW – Teaching Assistant (TA)

Name:

Department:

Date:

PART A

Is the TA a full time graduate student in good academic standing enrolled for an entire academic year: Yes or No

PART B

To be completed by TA

I. Teaching activities:

List course(s) for which you provided teaching activities, and summarize your role and responsibilities

II. Optional – Additional teaching related or activities:

Please set forth any additional information, not included above, that you wish to be considered

III. Goals for Upcoming Year

PART C

To be completed by Supervisor:

SUMMARY OF PERFORMANCE

AREAS IN NEED OF IMPROVEMENT

GOALS FOR UPCOMING YEAR

Signature: _____
Employee

Date: _____

Signature: _____
Supervisor

Date: _____

Signature: _____
Department Chair

Date: _____

Note: After signatures, the signed evaluation should be forwarded to the Department of Human Resources

2/7/2011

CONFIDENTIAL
ANNUAL REVIEW – Research Assistant (RA)

Name:

Department:

Date:

PART A

Is the RA a full time graduate student in good academic standing enrolled for an entire academic year: Yes or No

PART B

To be completed by RA:

Summarize your performance during the evaluation period. Include your accomplishment this past year and goals for the upcoming year in the areas of:

PART C

To be completed by Supervisor:

SUMMARY OF PERFORMANCE

AREAS IN NEED OF IMPROVEMENT

GOALS FOR UPCOMING YEAR

Signature: _____
Employee

Date: _____

Signature: _____
Supervisor

Date: _____

Signature: _____
Department Chair

Date: _____

Note: After signatures, the signed evaluation should be forwarded to the Department of Human Resources

2/7/2011

CONFIDENTIAL
ANNUAL REVIEW – Research Employee

Name:

Department:

Date:

PART A

To be completed by the Employees:

Summarize your performance during the evaluation period. Include your most significant accomplishments this past year and goals for the upcoming year in the areas of:

I. Scholarly Activities

Papers submitted
Meetings/Conference Papers submitted
Patents Submitted
Papers Accepted/Published
Meetings/Conference Papers

II. Proposals and Grants (PI: Principal Investigator, CP: Co-Principal, I: Investigator)

Finished Proposals
Ongoing Proposals

III. Other Activities

PART B

To be completed by Supervisor:

SUMMARY OF PERFORMANCE

OVERALL RATING:

ER MR FS

ER – Consistently *exceeds* established requirements and expectations. Employee performs at a level and with a performance character that *surpasses* that expected and charted for the job.

MR – Consistently demonstrates *mastery* of the position’s established requirements and responsibilities as well as showing an inexhaustible learning curve and initiative within the position’s parameters. *The excellent employee in all regards best defines this rating*

FS – Minimally meets most of the established requirements *or* falls short, on balance, of established requirements.

AREAS IN NEED OF IMPROVEMENT

GOALS FOR UPCOMING YEAR

Signature: _____
Employee

Date: _____

Signature: _____
Supervisor

Date: _____

Signature: _____
Department Chair

Date: _____

Note: After signatures, the signed evaluation should be forwarded to the Department of Human Resources

APPENDIX C – TUITION REMISSION POLICY



Tuition Remission Policy

All Tuition Remission Plans described in this Policy are subject to the availability of funds as determined by the President of the University. While NJIT expects to continue the Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable. To the extent that collective bargaining agreements contain different provisions, such provisions shall be controlling.

Overview

New Jersey Institute of Technology (hereinafter “NJIT”) recognizes the importance of investing in Tuition Remission for its employees. To this end, NJIT’s Tuition Remission Policy provides eligible employees and their dependent child(ren) with the opportunity to advance their education, and provides employees with a means to achieve, maintain or enhance existing professional skills. The Policy summarizes who may participate in the Plan, what programs qualify for reimbursement, and how to apply for Tuition Remission assistance. The Human Resources Department is responsible for Plan administration.

The Program

A. General Eligibility for Employees:

1. Tuition assistance is available to full-time employees and part-time employees who work a minimum of 20 hours per week, and members of the Air Force Reserve Officers’ Training Corps (AFROTC). Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for tuition remission benefits.
2. Eligibility begins after one year of continuous employment at NJIT and continues while the employee is actively employed when course(s) are completed. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

B. General Conditions of Program for Employees:

1. **Costs and Associated Expenses:** An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The cost of fees, textbooks, laboratory breakage, travel (where applicable) and other incidental expenditures are the responsibility of the employee. Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.

2. **Coverage:**

(a). **General:**

(i.) Approved programs, which include both degree programs and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs must be related to an employee's career at NJIT and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

(ii.) The Plan does not reimburse for professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses. Funds may be available from the employee's department to cover non-credit bearing courses and certifications that are not eligible for tuition remission benefits.

(iii.) When departmental funds are used to cover tuition costs, employees may take non-matriculating college credit courses to enhance their on-the-job skills, provided they receive advance written approval from the appropriate Department Head/ Dean and area Vice-President.

(b). **Programs at NJIT:**

A maximum of two (2) credit bearing courses, per Fall or Spring semester, or Summer, may be taken by full-time employees at NJIT for a maximum of (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses are paid only for the minimum required for the program. Eligible part-time employees may enroll in one (1) course per Fall, Spring, or Summer semester, up to a maximum of three (3) courses during the year.

(c). **Programs Taken at Other Colleges/Universities:**

(i.) **Course Limits:**

A maximum of two (2) credit-bearing graduate or undergraduate courses, per Fall or Spring semester, or Summer, for tuition only, up to a maximum of the NJIT

in-state per credit tuition rate, may be taken by the employee at another accredited college or university, for a maximum of six (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses will be paid up to a maximum of the tuition rate at NJIT. Tuition balances that exceed the NJIT in-state per credit tuition rate at another accredited college or university, and all fees, are the responsibility of the employee.

(ii.) **Cross Registration:**

Tuition costs for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for tuition remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

(iii) **On-Line Courses:**

Many on-line accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less fees and cost for books and other equipment), and the amount of tuition paid, if applicable, and submit the final grade upon completion of the course. Tuition for on-line courses will be paid up to the maximum in-state per credit tuition rate paid for courses taken at NJIT.

3. Other Requirements and Conditions for Employees:

(a.) **Primary Employment Obligation:**

Tuition assistance approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate. Employees are expected to make up lost work time.

(b.) **Spouses:**

Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive tuition benefits.

(c.) **Separating from NJIT:**

If an employee terminates employment with NJIT, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of NJIT before completing the course must reimburse the university.

C. Eligibility for Dependent Children:

1. Employment Status of Parent:

(a.) Eligibility for tuition remission as an NJIT student (including NJIT cross-registration programs) begins immediately upon employment of the parent at NJIT. Tuition remission benefits for dependents are not available for programs at other universities that are not part of an NJIT-affiliated program.

(b.) The parent of the child must be regularly employed on a full-time basis as of the first day of the course. To remain eligible, the dependent's parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntary or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

2. Definition of Dependency:

(a.) A dependent child shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee's federal income tax return. The university reserves the right to request a copy of the parent or legal guardian's federal income tax return.

(b.) The dependent child must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee's dependent (documentation is required).

(c.) The dependent child must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

3. Requirements and Conditions for Dependents:

(a.) Dependent children must register for a full-time, matriculating, undergraduate program at NJIT for the child's first baccalaureate degree. Dependent children must be registered for no fewer than 12 credits and not more than 19 credits per semester. The Plan does not cover graduate courses for dependent children. The dependent child may register as part-time only during the last semester of his or her senior year.

(b.) Dependent children must meet the university's academic admissions requirements and follow registration procedures. The cost of textbooks, fees, travel, laboratory breakage and other incidental expenditures are the responsibility of the employee.

(c.) Dependent children will receive tuition assistance for only one summer course. Eligibility for tuition remission during the summer will require written approval of the student's academic advisor and will count as one semester of tuition assistance.

D. Other Program Requirements Applicable to All Eligible Participants:

1. Satisfactory Academic Progress:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility.

1. Scholarships, Grants, G.I. Bill Benefits:

(a.) The plan will not pay for any course more than once, and it will not duplicate other educational assistance the dependent may be receiving, such as scholarships, veteran's educational benefits or other financial aid. In no case will tuition be granted beyond 10 terms for a 4 year program or beyond 12 terms for a 5 year program.

(b.) After scholarships, grants, G.I. Bill benefits, and other third party grant sources of payment, if any, have been applied to tuition and fees, the remaining balance of tuition and fees (if applicable) shall be eligible for waiver in accordance with the terms of this policy.

2. Courses Taken During Previous Semesters:

Tuition cannot be approved retroactively for courses taken during previous semesters.

3. Auditing or Repeating a Course:

Tuition Remission will not be granted if the employee or dependent chooses to audit a course and therefore does not receive a grade. Tuition Remission does not cover the cost of tuition for courses that the employee or dependent elects or is required to repeat.

5. Reimbursement:

(a.) Prior to the grant of Tuition Remission benefits the employee must complete the required Tuition Remission Form making his or her request and authorizing NJIT to deduct from his or her salary any amount that may become due under the Tuition Remission Program because of the receipt by the employee and/or his or her eligible dependent of a grade of less than "C", Fail or Incomplete.

(b.) Reimbursement for employees and/or their eligible dependents can be paid through the Bursar's Office, or through payroll deductions set up through the Payroll Office.

6. IRS Taxable Income:

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

7. Grades:

(a.) Submission Deadline:

Employees and their dependents taking courses at NJIT are not required to submit grades. Final grades will be obtained by the Human Resources Office through the SIS system. Upon the completion of a course, employees taking courses outside of NJIT are required to submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). If grades are not submitted, tuition reimbursement will not be processed for the following semester.

(b.) Grades of "C" or Better; Pass:

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility. If a course is not completed, or the employee and/or dependent receives a grade below a "C", or in a Pass/Fail course the course is failed, the cost of tuition for the course(s) must be repaid by the employee to the university at the per credit rate.

(c.) Grades Less than "C", Fail or Incomplete – NJIT Reimbursement:

As noted, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for courses taken by the employee or his/her dependent for grades of, "D" (deficient), "F" (failed), or failing to convert a grade of "I" (incomplete) to a grade of "C" or better within one (1) semester. Reimbursements for dependents will be calculated on the per credit rate charged. The employee will be required to make arrangements with the Payroll Office to reimburse the university tuition remission benefits paid on behalf of the employee and/or their dependent.

If the employee does not agree to make arrangements to reimburse the university, further tuition remission benefits will be denied, and the university reserves the right to

commence automatic payroll deductions from the employee's salary not to exceed ten percent (10%) of the employee's bi-weekly salary until the full amount due is paid. As noted above, by signing the Tuition Remission Form, the employee authorizes NJIT to deduct the reimbursement from their salary.

(d.) Withdrawing from a Course:

If an employee or his or her dependent withdraws from an NJIT course after the Registrar's Office withdrawal deadline date, (the add/drop period) the employee must reimburse the university. If an employee withdraws from a non-NJIT course, the employee must reimburse the university if NJIT paid for the course.

E. Procedures for Applying for Tuition Remission:

1. Initial submission of the applicable forms for tuition remission approval must be filed thirty (30) business days prior to the start of the semester. Thereafter, the employee must complete and submit a Tuition Remission Form before the beginning of each semester. The appropriate documentation must be attached to the tuition form, and the form must be signed by the employee and approved by the employee's Department Head/Dean and area Vice President. Incomplete forms will be returned.

2. When all approval levels have been met, the Tuition Remission Form must be submitted to the Human Resources Office for processing.

3. Employees who are requesting tuition remission benefits for their eligible dependents must complete a Tuition Remission Form at the beginning of each semester. The form must be signed by the employee, and approved by the employee's Department Head/Dean and area Vice President. Adequate supporting documentation must be submitted to support the amount of the benefits requested. Supporting documentation can include Bursar's Office statements, financial aid information and course statements from the registrar, or other documentation, as requested.

4. Tuition Remission Forms are available in the Human Resources Office or can be downloaded from the HR website at www.njit.edu/humanresources

5. If courses are taken at another accredited college or university, the enrollment form, invoice or proof of payment must be attached to the Tuition Remission form.

Review:

Holly C. Jew 1/18/08
General Counsel Date

Approval:

Shudore Johnson 1/15/08
Vice President for
Human Resources Date

[Signature] 1/17/08
Vice President for Academic
and Student Services Date

[Signature] 1/15/08
Senior Vice President for
Administration and Treasurer Date

[Signature] 1/18/08
Provost and Senior Vice Presidents
for Academic Affairs Date

[Signature] 1/15/08
President Date

APPENDIX D –

FAMILY AND MEDICAL LEAVE POLICY

The university has long recognized the importance of family issues as an integral component of a responsive human resource environment. It has provided a number of benefits including leaves of absence for personal and family reasons. As the state and federal government has specifically legislated in this area affording unpaid and paid leave to employees under certain specific circumstances, the university adopts the following Family Leave Policy. This Policy shall be interpreted consistent with applicable state and federal law, and shall be interpreted consistent with the university's other standing leave policies, including applicable collective bargaining agreement.

I. Available Leave

Under prescribed parameters as set out hereafter, an eligible employee may take a leave of absence from employment for up to twelve (12) weeks during a defined twelve (12) month period, with the exception of military Caregiver Leave as described in I.F, below, for anyone of the following reasons:

A. Birth and child care of an employee's biological child during the child's first year of life.

B. Adoption or foster care placement and care for the infant/child in his/her first year following adoption or foster care placement.

C. Serious illness or health related, disabling condition of a spouse, child(ren), domestic partner, civil union partner, or parent.

D. Serious illness or health related, work disabling condition of the employee.

E. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

F. To care for a covered service-member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service-member (Military Caregiver Leave).

Under prescribed parameters as set out hereafter, and in the Family and Medical Leave Act of 1993 (FMLA), as amended, an eligible employee may take a leave of absence from employment for up to 26 weeks of leave in a single 12-month period to care for a covered service-member. A covered service-member is (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.* . Eligible employees may be entitled to a combined total of up to

26 weeks of all types of FMLA leave during the single 12-month period.

*Note: The FMLA definitions of “serious injury or illness” for current service-members and veterans are distinct from the FMLA definition of “serious health condition.” For more information contact the Department of Human Resources.

II. Twelve Week Period (Parameters)

- A. While the university may, under other provisions of employment or of its own discretion, authorize leaves of absence greater than twelve weeks and for other purposes, under this policy a maximum of twelve week leave for any and all enabling reasons, (with the exception of Military Caregiver Leave as described in I.F., above, which allows a total of 26 weeks of leave in a single 12-month period,) may be taken during the same twelve month period for leaves pursuant to I. A., B. or C., Available Leave, above. One twelve week leave pursuant to I. D. or I. E. above may also be taken in each defined twelve month period. The twelve month period is defined in provision V., Leave Year, below.
- B. For leaves taken pursuant to I. A. or B., Available Leave, above, the maximum twelve week period must commence prior to the child's first year following birth (I. A., Available Leave) or prior to the first anniversary date of an adoption or foster care placement (A. 2., Available Leave).
- C. The twelve week period amounts to sixty (60) work days that may be taken as set out below.
- D. The leave may be taken on a consecutive week, intermittent weeks or reduced time basis as follows:
 - 1. Intermittent leave consists of leave taken in separate blocks of time, and may include leave of periods from one hour or more to at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent leave may only be scheduled and taken with the consent of the university, when invoking leave under provisions I. A. or B., Available Leave, above. If intermittent leave is to be taken for purposes of invoking New Jersey paid family leave benefits, such leave may only be scheduled and taken with the consent of NJIT and disclosure to the state Department of Labor.
 - 2. Reduced time leave consists of a work reporting schedule that allows a shortened work day or shortened work week. Reduced time leave may only be scheduled and taken with the consent of university when invoking provisions I. A. or B., Available Leave, above. An employee on reduced time leave may, at the discretion of the university, be transferred for the term of leave, to another position of equivalent pay and benefits that better accommodates the university. Leave under this provision shall be accounted for and charged on an hour for hour basis.

3. Requests for reduced time leave or intermittent leave under provisions I. A. and B., Available Leave, above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.
4. All leaves, for all reasons, are predicated upon the employee providing the university as much notice as possible. Absent extraordinary circumstances, at least thirty (30) days advance notice of leave is required, except where an employee is seeking leave under I.C. for purposes of New Jersey paid family leave benefits, in which event fifteen (15) days advance notice of leave is required. Failure to provide such notice except where appropriately waived, shall result in a delay in commencement of leave, if otherwise entitled, for the requisite fifteen (15) day period.

III. Leave Validation

Each leave, as set out in provision I., Available Leave, above, is subject to the prerequisite validation as follows:

- A. Both I. A. & B., Available Leave, leaves must be validated, at the university's request, as to the enabling facts of the leave. For example, it must be established by the applicant for leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
- B. Leave, under I. C., & I. F, Available Leave,. above, must be validated by a written certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by the university, the employee must validate, through reasonable means, the enabling family relationship.
- C. Leave, under I. D., Available Leave, above, must be validated by a written certification of expert opinion by a qualified, licensed health care provider, describing the work debilitating illness or other work debilitating health related condition and its disabling onset, affect and anticipated duration. When an employee seeks to take leave under I.D and may be eligible for leave rights under the federal Family and Medical Leave Act (FMLA), NJIT may include a statement of the essential functions of the employee's job with its request for medical certification. The medical certification may be deemed insufficient if the health care provider does not identify which essential functions the employee is unable to perform.
- D. Under leave enabling provisions I. C., D, and F., Available Leave, above, when the university reasonably believes a submitted certification is suspect, in significant degree, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's

submitted validation shall result in leave validation. An opinion dissenting from a suspect/faulty validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the leave.

1. Referral for a third, binding health care professional's opinion shall be by agreement of the employee selected health care provider and the university selected health care provider. Failing agreement, referral shall be by agreement of the employee and the university. Failing secondary agreement, referral shall be made by the university.
 2. Both second and third health care provider's opinions shall be arranged and paid for by the university.
 3. Failure by an employee to provide a certification which, on its face, purports to meet the primary validation requirements set out above, shall result in denial of leave and its benefits, and not a second or third opinion, as the original certification is the sole responsibility of the employee as prerequisite to either any leave entitlement or a second or third opinion by a licensed health care provider.
- E. Whenever an employee seeks to take a leave and may be eligible for FMLA leave rights, NJIT may designate a representative (such as a Department of Human Resources employee, Office of the General Counsel employee, or a health care provider), who is not the employee's direct supervisor, to contact the health care provider who provided any submitted medical certification supporting the employee's application for leave, for the purposes of authenticating and/or clarifying the medical certification. The employee must provide a HIPAA-compliant release to NJIT allowing such communication with the health care provider. NJIT may deny FMLA leave if the employee fails to provide such a release or if a medical certification is not otherwise authenticated and/or clarified.
- F. While an employee is on Family Leave, pursuant to provisions I. C., D, or F., Available Leave, above, the university may request and is then entitled to periodic formal updates or re-certifications as appropriate to the original certification parameters. The university imposed requirement for update or re-certification hereunder shall not be unreasonably applied, and the university will consider, in good faith, the necessity and frequency of update or revalidation unique to each individual leave based upon the nature and parameters of the original certification and any factual change in individual circumstance.
- G. Prior to an employee's return to the university from leave provided pursuant to provision I. D., Available Leave, above, the university may request and receive health care provided certification that the employee on leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered to perform the regular, necessary functions of the job. NJIT may include a statement of the essential functions of the employee's job with its request for medical certification. The university will cooperate fully with the health care provider in making

this assessment by providing, if necessary, a position description and/or thorough discussion of the dimensions of the position not easily gleaned from such position description.

Where an employee is on intermittent FMLA leave, NJIT may, where reasonable job safety concerns exist, request and receive health care provided certification, that the employee is able to perform the essential functions of his job. NJIT may only request such health care provided certification up to once every thirty (30) days.

- H. All medical records provided in accordance with policy and consistent with law shall remain confidential with the university and within the university, shall remain disclosable only to the Department of Human Resources or those officers and/or employees of the university with a need to know the certified rationale, including by way of illustration, the President, the Vice President for Human Resources and the General Counsel. The employee may choose to disclose the health condition diagnosis to his/her immediate supervisor or others in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.

IV. Leave Prerequisites

- A. Within the leave parameters set forth in A. Available Leave, above, the prerequisites to family leave are as follows
 - 1. An employee must have been employed by NJIT for 12 months and worked a minimum of 1,000 hours in the year (12 consecutive months) immediately preceding the leave for leaves under provision I. A. B. & C., Available Leave, above.
 - 2. An employee must have been employed by NJIT for 12 months and worked a minimum of 1,250 hours in the year (12 consecutive months) immediately preceding the leave for leave pursuant to I. D., E., and F., Available Leave, above. The time of the employment need not be consecutive nor need it be full-time.
 - 3. To qualify for leave rights under the New Jersey Paid Family Leave Act (New Jersey Temporary Disability Benefits Law), an employee must be eligible as defined by the state Temporary Disability Benefits Law, which states that an employee must have worked for NJIT for at least 20 weeks and earned no less than 20 times the minimum wage (currently \$165/week) or earned at least 1,000 times the minimum wage (currently \$8,250) in the year immediately preceding the leave taken pursuant to I.A., B., and C., above.
- B. The hours prerequisites set out above refer to actual hours worked at the university and do not refer to excused or unexcused absences.
- C. FLSA exempt employees (professional/administrative staff and faculty) will be presumed to have worked the requisite number of hours if they have met the twelve (12) months of

prior employment requirement. The presumption is rebuttable. The burden of rebuttal is with the university.

V. Leave Year

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

VI. Leave Entitlements

A. **Compensation** Family Leave is, of itself, an unpaid leave.

1. For leave under provisions I. A., B. & E., Available Leave, above, an employee will be afforded an option to charge accrued vacation and/or administrative day leave for the absence. In the event an employee seeks leave under I A. & B., Available Leave, above, and elects to utilize New Jersey paid family leave benefits, NJIT will not require the employee to charge any accrued leave (vacation and personal) during any New Jersey paid family leave time.
2. For leave under provisions I. C., D., or F., Available Leave, above, an employee will be required to charge any and all accrued sick leave, until exhausted, as prerequisite to taking unpaid leave under this policy. Additionally, an employee may elect to charge accrued vacation and/or administrative day leave for leave invoked under these provisions once sick time has been exhausted. However, in the event an employee seeks leave to care for a seriously ill spouse, domestic partner, civil union partner, parent or child and receives New Jersey Paid Family Leave Benefits, NJIT will not require the employee to charge more than two weeks of any accrued leave (sick) during any New Jersey paid family leave time.
3. Charged vacation, administrative day or sick leave banked accruals will be taken in hour for hour increments of time taken to time charged for FLSA non-exempt employees. For FLSA exempt employees the charge will be to the nearest half day. (For example, a professional staff employee who takes four full days and one five hour day leave in one week will be charged five full days as accrued 35 hours of banked time).
4. Elected or required utilization of paid vacation, administrative day, or sick leave accruals does not extend family leave or otherwise modify those other leaves available to employees of the university.

B. **Health Benefits:** The health benefits coverage in effect and covering the employee immediately prior to leave shall be maintained throughout the period of family leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law. Required health benefit contributions and/or copayments shall be continued during the family leave period.

- C. **Other Benefits:** Other benefits available to employees on leave shall be governed by the provision applicable to the leave. If for example, the employee is drawing paid sick leave while depleting Family Leave, the provisions of sick leave policy not inconsistent with this policy shall govern, while the provisions of unpaid leave policy that are not inconsistent with this policy shall govern an unpaid Family Leave or any portion thereof.
- D. **Worker's Compensation:** Time away from regular employment reporting appropriately governed by Worker's Compensation Law and program regulation is, if and when all enabling prerequisites are met, chargeable as Family Leave pursuant to enabling provision I. D. above.
- E. **Reinstatement:** An employee ready and able to return to his/her position of employment immediately following exhaustion of family leave will be returned to his/her position or, at the university's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any leave (e.g., layoff, contractual non-reappointment, or natural term expiration of a terminal or temporary position of employment).

A. Key Employee Exception

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

VII. Definitions

1. Child: A child is the biological, adopted or formally placed, foster care child, step child or legal ward of the employee requesting leave and under eighteen years of age or eighteen years and over but certifiably incapable of self-care because of mental or physical impairment.
2. Parent: A parent is the biological or legally recognized parent of a child. For leave pursuant to provision I. C. above, a parent shall include parents-in-law.
3. Spouse: A spouse is the legally recognized, married partner of the employee requesting leave or the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law.
4. Next of Kin: Next of kin of a covered service-member for the purposes of I.F (Military Caregiver Leave) shall be defined as determined under federal rules and regulations governing family leave and shall include the nearest blood relative other than the covered service-member's spouse, parent, son or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service-member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service-member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave under the FMLA.
5. Serious Illness or Health Related Condition: This is defined as an illness, injury or physical or mental impairment that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three (3) days' absence from work and continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long-term health condition that is so serious that, if not treated would likely result in incapacity of more than three days; or continuing treatment by or under the supervision of a health care provider of a chronic or long-term condition or disability that is incurable.
6. Health Care Provider: A "health care provider" is defined as determined under state and federal rules and regulations and shall include any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner or psychologist performing within the scope of their licensed practice as defined under law.

VIII. Jurisdiction

This policy applies to all employees of the university and shall be administered consistent with other university policies, including collectively negotiated policies, and the law.

APPENDIX E –SIDE LETTER AGREEMENTS –RECOGNITION; UNION SECURITY; ~~VIOLENCE IN THE WORKPLACE; VACATION EXCHANGE OF INFORMATION;~~

RECOGNITION

Part-time employees with the title Studio Assistant from the School of Architecture and Design shall not be considered bargaining unit employees for the purposes of this Agreement. Any issues that arise in connection with this Agreement shall be addressed upon the request of either Party at a Labor Management Conference.

UNION SECURITY

The parties agree that the basis for UCAN showing that more than 50% of bargaining unit employees are full -dues members three months after ratification of this agreement. Said payroll register must be accurate and complete. Otherwise, the basis for same will be the payroll register that is accurate and complete as soon as possible after that due date. Both parties must agree that the register is in fact accurate and complete.

~~VIOLENCE IN THE WORKPLACE~~

~~The parties agree to execute a Side Letter Agreement on Workplace Violence that will acknowledge that the University's Violence in the Work Place Policy, as set forth below applies to all bargaining unit employees.~~

VIOLENCE IN THE WORKPLACE POLICY

~~NJIT is committed to providing its people with a safe work environment. That means we will not tolerate any form of actual or threatened violence, intimidation or menacing of others or attempts to instill fear in coworkers. The possession of weapons in the workplace, menacing behavior and stalking are all prohibited actions. It is also a violation of New Jersey Law to falsely report a fire, bomb threat or baseless emergency (N.J.S.A. 2C33-3). Violations of this policy will result in disciplinary action, up to and including termination of employment. Additionally, such misconduct will often result in civil and or criminal sanctions following proper investigation and involvement of appropriate law enforcement authorities. Individuals who are the subject of or directly witness violent behavior, should contact either their supervisor or the Department of Public Safety at extension 3111 immediately.~~

VACATION

The parties acknowledge that some bargaining unit employees already have banked vacation time that has been carried-over for one or more fiscal years.

Therefore, bargaining unit employees with previously carried-over vacation time at the time of ratification of the Collective Agreement shall be permitted to use said time according to the terms of Article XXIX (Vacation), except that said banked time shall not automatically expire at the end of the fiscal year but must be used during the term of the Agreement. Unused banked vacation time not used during the term of the Agreement shall expire. All other provisions of Article XXIX (Vacation) shall apply, and consistent with that Article it is understood that there shall be no payout of unused vacation upon separation of employment.

BIWEEKLY PAYROLL INFORMATION EXCHANGE

Field name in biweekly admin file	Field type	Field description
PayendDt	Num	payroll date
UnitNm	Text	unit name
SSN	Text	socsecno - no data provided
KeyBit	Num	id calculated using ssn
Nm	Text	name
CamCd	Text	campus code
DivCd	Text	division code
DeptCd	Num	department code
CamNm	Text	campus name
DivNm	Text	division name
DepNm	Text	department name
EmpStat	Text	employment status (active,inactive,on paid/unpaid leave)
BirthDt	Num	birth date
EmpDate	Num	employment date
Gender	Text	gender (M,F)
Ethnic	Text	ethnic
TenureDt	Num	tenure date
UnionDuesCd	Text	union dues code (U,R)
Addr1	Text	home address

Addr2	Text	home address
City	Text	home city
State	Text	home state
Zip	Text	home zip code
BldgNo	Num	building number
MinorCmp	Text	minor campus
MajorCmp	Text	major campus
BldgNm	Text	building name
CamAddr	Text	campus address
CamCity	Text	campus city
CamState	Text	campus state
CamZip	Text	campus zip code
ApptBegDt	Num	last appointment date
ApptEndDt	Num	last appointment expiration date
Jc	Num	job code
PAYGROUP_DESCR	Text	paygroup description
Title	Text	title
PayCd	Text	pay code
RankCd	Num	rank code
Rank	Text	rank
Rg	Num	no data
St	Num	no data
PTPct	Num	part time percent
TeachingCredits	Num	teaching credits (almost no data)
FULL_Salary	Num	full salary
Salary	Num	current salary
County	Num	county salary
StatePct	Num	state percent
AESPct	Num	aes percent
FedPct	Num	federal percent
AUXPct	Num	aux percent

GrantPct	Num	grant percent
Email	Text	email
CmpPhoneNbr	Text	campus phone
CmpPhoneExt	Text	campus phone extension
RoomNbr	Text	campus room number
ApptNo	Num	appointment number
HeathPln	Text	health plan name
HEALTH_PLAN_CODE	Text	health plan code
RCP_ID	Num	rcp id
employee_id	Num	employee id
TenureTrack	Text	tenure track
JOBCLASS_TITLE	Text	title according to job class code
PRIME_IND	Text	prime job index