

## **NJIT RESPONSES TO UCAN PROPOSALS**

NJIT reserves its rights to add to, delete or modify its responses and counterproposals.

### **Responses to UCAN Proposals for the Graduate Student and Research Employee Bargaining Unit:**

- ARTICLE I
  - Remove references to “Teaching Fellows.”
  - Accept change in union name.
  - Add exchange students to exclusions paragraph.
  - We propose the following change: “He or she must be an employee who... (2) is in good academic standing, *as defined by the Graduate Student Catalog...*”
- ARTICLE II
  - Same language as previous contract.
- ARTICLE III
  - Reject union’s proposed changes – we propose that one steward should be designated by the Union for each college at NJIT.
  - Make the following change: “Provided that such shall not interfere with or interrupt normal University operations *and instructional obligations...*”
- ARTICLE IV
  - Section D, second paragraph, change first sentence to read, “For employees receiving support for 9 month academic year.
  - Add to paragraph E – NJIT will charge an agreed upon administrative fee for its processing time.
- ARTICLE V
  - Accept removal of language regarding strike and lockout. We propose replacing language with: “*UCAN and NJIT agree to comply with governing state laws and regulations concerning strikes and lockouts.*”
  - Reject including policy regarding Violence in the Workplace.
- ARTICLE VI
  - Same language as previous contract.
- ARTICLE VII
  - Reject union’s proposed change regarding University WiFi.
- ARTICLE VIII
  - We propose updating the language as follows: “The Employer retains its right, *including but not limited to the following, to:*”
  - Reject union’s proposed language for Section D (which was not highlighted as being a new paragraph) – we propose using the following, “*The Faculty supervisor retains the discretion/control over instructional delivery.*”
- ARTICLE IX
  - We propose the following change to the union’s proposed language: “*Twice a semester, or upon reasonable request, the University agrees to furnish to UCAN...*”
  - NJIT will make a counter-proposal in regards to the information requested in the Appendix

- ARTICLE X
  - Accept the proposed changes. We also propose that language be included that states that meetings cannot interfere with academic or instructional obligations; and that every effort will be made to schedule labor-management meetings during common hours.
- ARTICLE XI
  - We need to further discuss the current language regarding initial appointments with our internal team.
  - Accept the addition of the language concerning split appointments.
- ARTICLE XII
  - Reject union's proposed change for graduate student status notification – we propose changing to *"on or before May 31<sup>st</sup>."*
- ARTICLE XIII
  - Reject union's deletion of the probationary language – we propose changing the probationary period to six (6) months.
- ARTICLE XIV
  - Same language as previous contract.
- ARTICLE XV
  - Reject union's proposed changes.
- ARTICLE XVI
  - Reject union's deletion of the first two paragraphs
  - Accept union's deletion of third and fourth paragraphs
  - A. and B. Reject union's proposal for Graduate Student Employees. We propose the following:
    - Year 1 – no change
    - Year 2 – no change
    - Year 3 – minimum salary of \$22,000/year
    - Year 4 – minimum salary of \$23,000/year
  - Reject the union's new language in Paragraph C.
  - Accept the union's proposal in paragraph D.1, except for the minimum salary for Research Associates (pending further discussion with internal team).
  - Reject the union's proposal in paragraph D.2 – any increases must be grant driven and in line with the provisions of the grant – this point requires further discussion.
  - We need to further discuss a portion of any increase being tied to performance (merit increases).
  - We need to further discuss the issue regarding health benefits for the graduate student employees with our internal team.
- ARTICLE XVII
  - Reject union's proposed changes.
  - Accept deletion of "upon request" from Section D. We also propose adding to the end of that section: *"... the employee reasonably believes could result in disciplinary action, which may be waived by the employee in writing."*
- ARTICLE XVIII
  - Same language as previous contract.

- ARTICLE XIX
  - Reject union’s proposed changes regarding number of hours of work per week.
  - Reject union’s deletion of the last sentence regarding arbitrability of grievances related to work hours.
- ARTICLE XX
  - Reject union’s addition of “immigration status” as a protected characteristic.
  - Accept union’s addition of language regarding protected characteristics under NJ law.
- ARTICLE XXI
  - Same language as previous contract.
- ARTICLE XXII
  - Reject union’s proposed changes. NJIT will develop a paid orientation for Graduate Student TAs and RAs and submit a full proposal; Post Doc Research Associates and Research Associates already receive paid orientation from HR shortly after hire date.
- ARTICLE XXIII
  - We propose removing the Tuition Remission policy from the CBA and linking it to university policy online, like we did with the other CBAs. We will share the most recent version of the policy for UCAN’s review.
- ARTICLE XXIV
  - Reject union’s proposed new grievance procedure.
- ARTICLE XXV
  - We need to further discuss the health and safety issue with our internal team.
- ARTICLE XXVI
  - Paragraph B - Accept union’s deletion of “generally.”
- ARTICLE XXVII
  - Same language as previous contract.
- ARTICLE XXVIII
  - Reject union’s increase to three personal days.
- ARTICLE XXIX
  - Reject union’s proposed vacation payout.
- ARTICLE XXX
  - NJIT proposes removing the Family Leave policy from the CBA, and linking it to the university policy online.
- ARTICLE XXXI
  - Same language as previous contract.
- ARTICLE XXXII
  - Same language as previous contract.
- ARTICLE XXXIII
  - We need to further discuss the issue regarding health benefits for the graduate student employees with our internal team.
- ARTICLE XXXIV
  - Reject union’s deletion of “\*for information only.”
- ARTICLE XXXV
  - Reject union’s addition of “working days.” We propose using “calendar days.”

- Accept union's deletion of last sentence.
- ARTICLE XXXVI
  - Same language as previous contract.
- ARTICLE XXXVII
  - Reject union's proposal regarding parking.
  - We propose that the Graduate Student Employees continue to be charged the student parking rates.
  - For the other Research Employees, the new policy is as follows:

**PROGRAM AND FEES** - The following parking fees shall be charged and collected through payroll deductions for all Research Employees desiring to park and duly registering his/her motor vehicle with the University according to published University regulations, enabling and entitling him/her to daily parking privileges on University premises:

1. All parking at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration or a Research Employee's motor vehicle, entitling him/her to parking privileges at the fee schedule rate set out below.

2. Parking fees for all Research Employees shall be calculated as .4% (.004) of the member's annual salary, and shall be deducted in twenty-four (24) installments throughout the fiscal year.

3 For the length of this contract, the following university parking rules will be applicable:

a. It will be assumed that all employees currently utilizing NJIT parking will continue to park at NJIT during the upcoming parking permit period and permits will renew automatically.

b. Employees who wish to opt-out of parking must notify the Office of Security Systems, Photo Identification, & Parking Services and return their parking permit by no later than June 15th for the July 1- December 31 parking period, and/or no later than December 15th for the January 1 –June 30 parking period.

c. There will be no rebates or discounts for partial use of parking permits. Returning a parking permit before the end of a parking permit period will not eliminate the parking fee. Also, unused parking days cannot be used in a new period.

d. Employees who request a parking permit for the first time will begin incurring fees as of the date their vehicle is registered with the Office of Security Systems, Photo Identification, & Parking Services.

e. New hires who would like to park at NJIT will be provided a parking registration application during their initial onboarding process. The new employee must bring the parking registration application to the Office of Security Systems, Photo Identification, & Parking Services, in order to receive a parking permit. Once the parking permit is issued, the Office of Security Systems, Photo Identification, & Parking Services will notify the Payroll Department to initiate the biweekly parking fee deduction.

f. Requests for a hardship exception must be submitted in writing, with the appropriate

supporting documentation, to the Office of Security Systems, Photo Identification & Parking Services and will be reviewed and resolved by the University Parking Committee.

- ARTICLE XXXVIII
  - Accept union's deletion of "solely."
- ARTICLE XXXIX
  - Same language as previous contract.
- ARTICLE XL
  - Accept union's proposed changes.
- APPENDIX
  - Bi-Weekly Payroll Information Exchange – NJIT will propose a format for this information consistent with how our information is stored.