

# **NJIT/UCAN AGREEMENT**

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**September 1, 2012 - June 30, 2015**

**Agreement Between:**

**New Jersey Institute of Technology**

**and**

**United Council of Academics at NJIT, AFT, AFL – CIO – Ratified March 28, 2014**

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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, 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 for the employees are to be categorized into the following groups:

#### **Graduate Student Employees**

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

- Graduate Student Research Assistant (RA)
- 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:

- Postdoctoral Research Associates – includes all post doctoral titles
- Research Architects/Engineers/Scientist
- 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 Employees 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**

- A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America. 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.
- B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged or modified by this Agreement
- C. 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. 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 Article IV.E shall apply.

## ARTICLE V

### NO 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.

## 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.