

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), 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)

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 as defined by the Graduate Student Catalog; (3) is enrolled for an entire academic year in an approved NJIT PhD program (Students admitted and enrolled in PhD programs beginning in the Spring semester of an academic year are deemed to meet this requirement; (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. 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 and instructional obligations, 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 **Nine** 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. NJIT will charge an agreed upon one time administrative fee for its processing time.
- 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.

J. NJIT may charge an agreed upon one-time administrative fee for setup and initial processing.

ARTICLE V - 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.

For reference this is the link to the appropriate NJIT workplace violence policy:
<https://www.njit.edu/policies/sites/policies/files/Workplace%20Violence%20Policy.pdf>

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.

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.

ARTICLE IX- UNION-EMPLOYER INFORMATION EXCHANGE

The University agrees to furnish to UCAN a register of the employees covered by this Agreement *once a month, or upon reasonable request*. The register shall be in the form of an Excel file made available electronically, as agreed to by both parties.

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. Such meetings shall not interfere with instructional time, and efforts will be made to schedule them during common hours. 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.

Students enrolled in doctoral degree programs may expect to receive NJIT-funded, full or partial, assistantship support for no more than four academic years. This is defined as eight semesters and four summers. Funding beyond four academic years may be made on an as available basis.

Generally, appointments will not be "split" in order to create multiple, part time graduate student employee positions at half-time or any fraction of a full appointment, except in situations where the grant(s) cannot fully support a student for a full term. A reduced appointment period, as in the case of a single semester of full time employment, when necessary due to grant constraints, shall not negate the union membership status of any graduate student employee.

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 four (4) 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 May 15. Notification shall indicate either appointment or non-reappointment. If not reappointed, the notice should include a written explanation of the reasons.

B. 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 six-month probationary period, commencing from the date of hire.

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 such employment shall be based upon the nature and duration of the duties, and the availability of funds, at a minimum of \$3,000 for summer duties.

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

The University will make a reasonable effort to provide notice of a summer appointment at least two (2) weeks prior to the start of the summer session, except in exceptional circumstances.

ARTICLE XVI - COMPENSATION

A. Graduate Student Employee

Academic Year **2017-2018**- The minimum stipend for a full academic year appointment shall be **\$22,000**.

All appointed students for 2017-18 shall receive a one-time bonus payment of \$400 payable within two (2) pay periods of the ratification of this agreement.

Effective Spring semester **2019**- The minimum stipend for a full academic year appointment shall be **\$24,000**.

Stipends will be prorated in cases where the students are not employed for the full academic year.

B. Research Employees

1. Effective Fiscal Year **2017-2018** - the minimum salary for a full time appointment shall be:
 - A. Research Architects/Engineers/Scientist - **\$47,476**
 - B. Postdoctoral Research Associates - **\$47,476**
 - C. Research Associates - **\$38,000**
 - D. *Any employee at or above the minimum listed for their title in subsections A. – C. on July 1, 2018 shall receive an increase to base salary of two percent (2%).*

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 **first** payroll period after the date of hire.

G. Direct Deposit

Employees shall sign up for direct deposit of their bi-weekly paychecks. Current employees will be able to receive their pay in the form of a paper check until July 1, 2018.

ARTICLE XVII - DISCIPLINE AND TERMINATION

- A. For Research Employees-following the end of the six month probationary period, during any subsequent contractual term, such contract may be terminated during its

term only for cause. 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. 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 be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believes could result in disciplinary action, which may be waived by the employee in writing.

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 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 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 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, 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, Research 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.

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

Graduate Student Employees shall utilize the services provided by NJIT's Center for Counseling and Psychological Services.

ARTICLE XXII - SUPPORT FOR GRADUATE STUDENT AND RESEARCH EMPLOYEES

- A. At the beginning of the Academic Year, the University shall conduct a mandatory paid orientation for Graduate Student Employees to provide general instruction, information on University policies and procedures, health care, and benefits and to review general job expectations and job requirements.
- B. Research Employees will be notified of the general orientation for full time employees. This orientation will provide general instruction, information on University policies and procedures, health care, and benefits and to review general job expectations and job requirements.
- C. 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 employees with access to instructional materials and services that aid in performing their teaching assistant responsibilities.
- D. Representatives of UCAN will be provided with up to an hour of time at the start or end of each orientation 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 members of the bargaining unit.

- E. 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.
- F. 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.
- G. 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.
- H. Graduate Student and Research Employees will be sent notification of the date, time, and location of orientations.

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 the following link: <http://www.njit.edu/humanresources/benefits/tuition.php> 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.

ARTICLE XXIV - GRIEVANCE PROCEDURE

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 a 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, administrative decision, or of any NJIT policy relating to terms and conditions of employment. 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 ten (10) 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 at the informal step shall be presented in writing to the Department Chair within thirty (30) calendar days after the action occurred or when UCAN should have been made aware of the issue. Extensions to this deadline, made in writing, will be granted. Within ten (10) 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:

Within ten (10) working days of receipt of the Step One decision, UCAN may request a Step 2 hearing by forwarding the grievance to the Office of the Provost with a copy to Human Resources, requesting that the grievance be heard by the Provost, Senior Vice President for Academic Affairs or their designees. This meeting shall happen within ten (10) working days from the request for a Step Two hearing. The grievant is to be accompanied by up to two representatives from UCAN. A written decision shall be sent to the grievant within ten (10) calendar days of this meeting. UCAN representatives should be copied.

If there is no resolution to the grievance at Step Two the grievance may proceed to the final step, Step 3, as detailed below.

E. Step Three:

If UCAN is not satisfied with the Step 2 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 reference, UCAN within twenty one (21) calendar days of receipt of that answer, may submit the grievance to arbitration in accordance with the provision of this Agreement below. It is expressly understood that administrative decisions involving non-mandatorily negotiable issues of employment shall not be arbitrable.

F. If UCAN submits a grievance to arbitration, UCAN will submit to the Office of the General Counsel, Department of Human Resources, and 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.

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

H. 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 UCAN, and the grievant, to the extent permitted by and in accordance with applicable law.

I. 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.

J. 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.

The Time limits above may be extended by mutual agreement of the parties to the grievance.

Any written decision 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.

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 any 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.

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 comes first.
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 occurs first. 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. UCAN – Notice to UCAN shall be deemed to have occurred upon actual receipt by the UCAN President or expressly authorized designee, of such notice or five (5) days following posted mailing to the UCAN President or expressly authorized designee at the last known address, through the U.S., 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 by the Environmental health and Safety Director or his/her designee on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. Bargaining unit members are responsible for reporting health and safety problems to their department chair/Principal Investigator and/or to the NJIT Environmental Health & Safety Department.
- C. NJIT shall use the standards and procedures in accordance with the applicable State law 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 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) personal day 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:

- b. 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.
- c. 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.
- d. 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 shall be used prior to termination of employment, subject to a maximum of two weeks.

B. Graduate Student Employees are not entitled to vacation.

ARTICLE XXX - FAMILY LEAVE

A. The Family Leave Policy

NJIT has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has heretofore provided a number of benefits including leaves of absence for personal and family reasons. Both State and Federal government have determined to specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that NJIT policies, state law and federal law be properly recognized and promulgated in a lawful, equitable and contemporary policy. NJIT, therefore, hereby certifies that it's Family Leave Policy, (http://www5.njit.edu/policies/sites/policies/files/lcms/pdf/Family_Leave_Policy.pdf) which incorporates as appropriate (and shall be interpreted consistent with) NJIT's other standing leave policies.

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 dependents 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. Said amount shall be processed for reimbursement upon the submission of a receipt evidencing payment to such Program. This provision will sunset as of 6/30/2018.

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.
3. NJIT will cover Student Health Insurance premiums for Graduate Student Employees as of FY 2018-19, up to \$1,837 per year. UCAN reserves the right to renegotiate these particular terms if premiums or individual co pays significantly increase due to changes in health benefit provider.
4. NJIT will advertise to all Graduate Student Employees the availability of student health services provided at St. Michael's Medical Center.

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.

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) calendar 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 expiration date of a grant or contract, the University agrees to provide notice to the effected employee(s) of such expiration thirty (30) days prior to the expiration date 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

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 of 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, and Parking Services and return their parking permit 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 and 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 and Parking Services, in order to receive a parking permit. Once the parking permit is issued, the Office of Security Systems, Photo Identification and 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 and Parking Services and will be reviewed and resolved by the University Parking Committee

B. Graduate Student Employees

Effective Spring 2018, Graduate Student Employees will be charged the part-time student rate for parking fees.

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 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 July 1, 2015 and ending June 30, 2019.

APPENDIX A – JOB DESCRIPTIONS

TBD

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

2/7/2011

