

PREFACE

This Agreement made and entered into this_____ day of March, 2005 by and between New Jersey Institute of Technology, hereinafter referred to as the "Employer", and New Jersey Institute of Technology Professional Staff Association, Inc./AAUP, hereinafter referred to as the "Association", witnesseth: Whereas the parties hereto have entered into collective negotiations and desire to reduce the results thereof to writing. Now therefore, it is mutually agreed as follows:

ARTICLE I

PURPOSE

The parties express their goal of maintaining harmonious relations in establishing responsible and accountable terms and conditions of employment and in effectively resolving disputes. In order to enhance the educational mission of the University, the Association and the Employer agree to work together through collective negotiations, shared governance and collegial decision-making to achieve excellence in teaching and research and to establish sound working conditions necessary to attract and retain Faculty and Professional Staff to fulfill the University's mission.

ARTICLE II

RECOGNITION

The Employer hereby recognizes the Association as the exclusive collective negotiating representative for a negotiating unit composed of faculty and all Professional Staff employees including:

A. All Full Time Teaching Staff as Follows:

1. Distinguished Professor
2. Professor
3. Associate Professor
4. Assistant Professor
5. Special Lecturer

B. Academic Administrators Holding Faculty Rank:

The following positions are recognized relative to faculty and associated administrative and professional duties, excluding supervisory duties as defined by the New Jersey Public Employment Relations Commission (PERC):

1. Department Chair
2. Sponsored, Foundation or Endowed Chair
3. Assistant or Associate Dean
4. Center or Program Director
5. Head Librarian

C. All full-time Visiting Professors who hold a tenure-track or tenured position at another institution, upon entering his or her second consecutive term of full-time appointment in said position(s), and all contractual term Research Professors and Visiting Professors without a tenure track or tenured position at another institution, upon hire.

D. All full-time, Professional Staff who are non-supervisory as defined by PERC and below the level of an administrative or professional director/head of any department, office, center, division, or program, and including associate directors, assistant directors, administrative assistants I, program or function coordinators, assistants to deans, assistants to directors, assistants to department and/or sponsored chairs, assistants to department heads, program or function managers, professional librarians, program, function or center supervisors, and operational specialists in professional fields.

E. Excluded from PSA recognition are: All deans, associate deans without academic rank, assistant deans without academic rank, center or program directors without academic rank, Head Librarian without academic rank and temporary teaching or research staff.

1. Temporary staff are those filling positions that neither constitute part of the Employer's regular, continuing, position roster nor are budgeted for more than one academic year for teaching staff or one full fiscal year for Professional Staff.

F. Also excluded are all clerical employees, security officers/dispatchers, police officers (including patrol officers, sergeants and lieutenants), craft employees, confidential employees, managerial executives, PERC defined supervisory employees, part-time employees, student employees, all employees properly included within all other collective negotiation units and all others not specifically included under provisions A., B., C. and D. above.

1. Part-time employees excluded from recognition hereunder, include both academic personnel and Professional Staff who are employed in positions constituted by the Employer to provide no more than sixty percent (60%) of a full-time workload. Employees hired into positions at greater than the sixty percent (60%) threshold shall participate in negotiated university benefits on a pro rata basis and shall participate in State of New Jersey programs, in which the Employer participates, in accordance with the program parameters.

G. In the event of the creation of a new job title, such title shall be subject to evaluation by a committee consisting of a member of the Association Governing Board and a member of the Administration in order to determine whether such title appropriately belongs in the bargaining unit. In the event of a decision by the Employer adverse to the position of the Association, such decision shall be resolved in accordance with the rules and regulations of PERC.

ARTICLE III

NEGOTIATING PROCEDURE

A. The Association shall present to the Employer its demands in writing relating to terms and conditions of employment on or before October 1. On or before November 1, the Employer shall meet with the Association for the purpose of negotiating, in good faith, a mutually acceptable Agreement.

B. As part of the negotiations for a successor Agreement, the parties agree that the failure of the Association, in any one year or any number of consecutive years, to present a demand for the purpose of negotiations or to participate in negotiations concerning terms and conditions of employment, establishment of new work rules or modifications of existing work rules, shall not constitute a waiver of the right of the Association to perform the function of exclusive representative as constituted by the New Jersey Employer-Employee Relations Act, and as amended.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America.

B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained and may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged or modified by this Agreement and the system of faculty governance at New Jersey Institute of Technology.

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 working conditions shall be negotiated with the Association or determined by faculty governance as it functions at New Jersey Institute of Technology, before they are established.

ARTICLE V

RIGHTS OF THE ASSOCIATION

A. Dues Deduction

1. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52: 14-15.9e, as amended), the Employer agrees to deduct from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, the Association dues of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.
2. The amount of the Association dues shall be such amount as shall be certified to the Employer by the Association at least thirty (30) days prior to the date on which deductions of Association professional dues are to be begun.
3. The deductions of Association dues made from each paycheck except for one (1) paycheck during each of the two (2) months in which three (3) paydays occur, pursuant hereto shall be remitted by the Employer to the Association before the fifteenth (15th) day of the calendar month succeeding that in which such deductions are made, together with a list of the names of Association members from whose pay such deductions were made.
4. The Association agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claim arising out of such deduction and the Association assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Association as provided. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Association as a violation of this Agreement.

B. Representation Fee (Agency Shop)

1. Purpose of Fee

- a. Subject to the conditions set forth in 1.b. below, all eligible nonmember employees in this unit will be required to pay to the majority representative beginning thirty (30) days after signing of the Agreement a representation fee in lieu of dues for services rendered by the majority representative until June 30, 2007.

Nothing herein shall be deemed to require any employee to become a member of the majority representative.

- b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than fifty percent (50%) of the eligible employees in the negotiating unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through the calendar year, after which it shall be discontinued unless the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, at which time the agency fee plan shall be reinstated with proper notice to affected employees.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

2. Amount of Fee

Prior to the beginning of each contract year, the Association will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association 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 certified to the Employer thirty (30) days in advance of the requested date of such change. The change will be reflected in payroll deductions at the earliest time after the receipt of the request.

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 eighty-five percent (85%) of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

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

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

The Employer shall deduct the representation fee as soon as possible after the tenth day (10th) following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status. For purposes of Section B., individuals employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

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

4. Demand and Return System

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

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

The Association 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 Association 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 pro rata share subject to refund shall not reflect, however, the costs of support of lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented advantages in wages, hours, and other conditions of employment in addition to those secured through collective negotiations with the public employer.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Association 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 Association.

The Association shall submit a copy of the Association review system to the Office of General Counsel. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.

If dissatisfied with the Association's decision, the employee may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Association hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from the Employer's agreement to make deductions in accordance with this provision. The Employer shall not be liable to the Association or employee for any retroactive or past due representation fee for an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirements set by statute.

C. 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 the Association due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, the Association 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 the Association 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. The Association agrees to indemnify the Employer for all claims by any employee for whom retroactive dues or fee deductions are made pursuant to this Agreement and save it harmless from

any monetary liability for payments made in the Employer's proper performance of this obligation.

D. The Employer agrees to recognize those members of the negotiating unit not to exceed five (5) who are designated by the Association as Association Representatives for collective negotiations by written notice of the names of such members of the negotiating unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

E. Representatives of the Association shall be permitted to transact official business on the Employer's property at all reasonable times during the period of time the university is normally open provided that they shall not interfere with or interrupt normal university operations.

F. Whenever any representative of the Association is scheduled to participate during working hours in negotiations or grievance procedures, he/she shall suffer no loss in pay nor be expected to compensate in any other way for time spent in carrying out such responsibilities. However, both parties shall make reasonable efforts to avoid scheduling negotiations or grievance procedures in such a manner as to interfere with the meeting of scheduled classes.

G. The Association shall have the right to make reasonable use of university facilities and equipment, including available duplication, computer, office, and audiovisual equipment, all in accordance with university procedures. The Association shall pay reasonable costs for the use of such facilities and equipment.

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

ARTICLE VI

GRIEVANCE PROCEDURE

A. Preface

Any member of the bargaining unit or the Association on behalf of any member of the bargaining unit or on its own behalf may grieve alleged violation of the Collective Bargaining Agreement, applicable policy(ies) and regulations and administrative determinations made without just cause affecting the bargaining unit member. There shall exist two (2) separate exclusive processes to respond to such grievances. All grievances except for those involving promotion, and/or tenure denial or non-reappointment of non-tenured faculty shall proceed through and in accordance with that process set out by provision B., Arbitrable Grievances, below. All grievances, by faculty, surrounding determinations regarding promotion, and/or

tenure and all those regarding non-reappointment of non-tenured faculty shall proceed through and in accordance with that process set out by provision C., Faculty Tenure; Promotion; Non-Reappointment Grievances, below.

B. Arbitrable Grievances

1. Time Parameters

The purpose of this process is to assure prompt and equitable solutions to the problems arising from the administration of this Agreement or other conditions of employment. Such promptness is an essential element. Failure of a grievant to meet any of the calendar limitations stipulated in the procedure below will constitute a waiver of his/her rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. Time limits provided in this Article may be extended by mutual agreement of the parties. It is understood, however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the administration.

2. Procedure for Handling Grievances

a. Step One

A Grievant shall set forth his/her grievance, in writing, specifying the facts involved, the alleged improper action and the requested remedy. This grievance must then be discussed formally with the appropriate Dean or Director. The Dean or Director shall provide written response to the grievant, with a copy to the Vice President of Human Resources within ten (10) days following the discussion. All settlements of grievances at this level are expressly without precedent.

b. Step Two

Within forty (40) calendar days after the date of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he/she is not satisfied or has not received response through the process provided for in Step One, submit in writing to the Vice President of Human Resources or Provost, the facts of the grievance and the desired adjustment. For grievances involving faculty, teaching staff and academic administrators, the Vice

President of Human Resources shall forward the grievance to the Provost who shall designate a Step II Hearing Officer. Grievances brought by or on behalf of Professional Staff members shall be referred to the Vice President of Human Resources who shall then designate a Step II hearing officer.

The Association shall be notified by the Step II Hearing Officer in the event the grievant chooses not to be represented by the Association for the subject grievance, and an Association representative shall have the right to be present at this and all subsequent steps in the grievance procedure and to present the views of the Association. The Step II Hearing Officer, within fourteen (14) days after receipt of the written grievance, shall meet with the grievant in an effort to resolve the grievance. The Step II Hearing Officer shall indicate his or her disposition of the grievance, in writing, within fourteen (14) days of said meeting to the grievant, and the Association, with copies to the Vice President of Human Resources.

c. **Step Three**

If the grievance is not satisfactorily resolved at Step Two of this procedure, the grievant or the Association, on its own initiative, shall, within fourteen (14) days, from the date of notice of the Step Two response, transmit the grievance to the Provost or the Vice President of Human Resources, depending upon whether the grievance involves Professional Staff or faculty. The Provost, or the Vice President of Human Resources, as applicable (the Step III Hearing Officer) may hold a meeting on the grievance if he/she deems it necessary. The Step III Hearing Officer shall review the grievance record and shall issue a written response to the grievance within twenty (20) days following notice of the Step Three transmittal.

d. **Step Four**

If the grievance is one which can be carried beyond Step Three and no satisfactory solution has been reached, and the Association desires to institute binding arbitration proceedings, it must, within thirty (30) days of notification of the Step III reply, give proper notice to PERC with a copy to the Vice President of Human Resources, who shall provide copies to the General Counsel and the Provost. Such binding arbitration proceedings shall be in accordance with the rules and regulations of PERC.

- e. A grievance alleging a violation of the negotiated Agreement may be resolved by settlement only if agreed to in writing by the Employer and the Association.
- f. Copies of the written decision reached at each formal step of the grievance procedure together with all written documents specifically cited as rationale for the decision shall be provided to the Association within fourteen (14) days of specific request for documents by the Association.
- g. The grievance procedure shall be available only through Step Three in cases involving decisions related to salary increments.

3. Parameters on Arbitration:

- a. The only grievances which may be processed beyond Step Three and which may be arbitrated are those based upon an allegation that there has been a violation of this locally negotiated Agreement, including negotiated terms and conditions of employment embodied in university policy and regulation incorporated into the Agreement by reference.
- b. The Arbitrator shall have no authority to rule on grievances which concern actions taken by individuals or officials outside of the university, or which relate to governmental statutes or regulations affecting terms and conditions of employment.
- c. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement, any policy of the Employer, or any official agreement secured through faculty governance.
- d. Fees and expenses of the Arbitrator, as such occur, shall be shared equally by the Employer and the Association.

C. Faculty Tenure; Promotion; Non-Reappointment Grievances

1. Grievance Process

- a. The purpose of this exclusive process is specifically to provide the faculty recipient of an unfavorable tenure, promotion or non-reappointment determination, an opportunity to have such determination(s) expeditiously reviewed by the Employer, through an exclusive, binding and final process, to ensure the determination is not the result of a violation of procedure or capricious or

discriminatory treatment of the grievant of substantial prejudicial affect upon the substantive academic decision rendered. A finding by the authorized designee of the Parties to the Agreement, of a substantial violation of procedure and/or caprice and/or discriminatory treatment, unduly prejudicing the affected faculty member, shall result in remand, only, to academic process for academic reconsideration absent those specific process irregularities and/or improprieties unduly affecting and prejudicing the original determination grieved pursuant hereto. Nothing herein shall modify or abridge the authority of the President and the Board of Trustees of the Employer from utilization of the management prerogatives specifically retained, pursuant to this Agreement, relative to promotion, reappointment and tenure.

- b. The provisions concerning the requirements of timely filing and notice, in Article VI, Grievance Procedure, provision B., Arbitrable Grievances, and D., Notice, herein, shall apply with equal force to all steps of Article VI, Grievance Procedure, provision C. Faculty Tenure; Promotion; Non-Reappointment Grievances, above. It is further expressly understood that no procedural defect in original academic determination grieved, pursuant hereto, or in the process hereafter set out, shall result in reappointment, tenure or promotion; these are deliberative processes that may not be gained through error, omission or default in action.

2. **Procedure for Handling Grievances**

a. **Step One**

The grievant must file his/her grievance, in writing, with the appropriate Dean, setting forth a summary of facts relied upon in making the specific claim of redressable impropriety in the promotion, tenure and/or reappointment process that serves as the basis of the grievance. Any and all grievances must be filed at Step One within thirty (30) calendar days of notice to the grievant of the academic decision grieved.

Within ten (10) days following formal filing with the Dean, consistent with the notice provisions herein, the Dean or his/her designee shall provide a meeting with the grievant (and Association representative if the grievant so desires) to hear the grievance and review its procedural and substantive merit. Within ten (10) calendar days following the grievance meeting, the Dean or his/her designee shall provide written response to the grievant, the Vice President of Human Resources and to the Association,

disposing of the grievance, either affirmatively or negatively, and with or without conditions or qualifications.

b. **Step Two**

Within fourteen (14) days following noticed disposition of the grievance at Step One, if the grievant remains dissatisfied with the imposed or proposed resolution at Step One, the grievant may advance the grievance to Step Two for review and response from the Provost or his/her designee.

The grievance as submitted to Step Two must specifically identify those aspects of the Step One response that are unsatisfactory and why. It must explicitly state why the grievance is valid, attaching or identifying all evidence in support of such continuing claim. The redress demanded must be specified.

Within fourteen (14) days following formal filing with the Provost, consistent with the notice provisions herein, a hearing with the grievant and an Association representative, if the grievant so desires, shall be conducted for the purpose of procedural and substantive review of the merit of the claim(s). Within fourteen (14) days following the hearing, the Provost or his/her designee shall provide written response to the grievant disposing of the grievance, either affirmatively or negatively and with or without conditions or qualification(s), and setting forth specific reasons for the disposition. A copy of the disposition shall be forwarded to the Vice President of Human Resources and the Association.

c. **Step Three**

Within fourteen (14) days following noticed disposition of the grievance at Step Two, if the grievant and the Association remain dissatisfied with the imposed or proposed resolution at Step Two, the Association may file the grievance with the university Academic Process Review Committee ("APRC") in the manner set forth in D(4) of this Article, for final, exclusive, formal disposition of the grievance, within the parameters set out below:

i. **University Academic Process Review Committee (APRC) Term and Composition**

The APRC shall serve one (1) year terms to expire at the close of each fiscal year of this Agreement (June 30). However, the APRC shall retain jurisdiction to hear all grievances, formally filed and appropriately at Step Three

herein, during its term. Subject to c.iii. below the APRC shall be comprised of four (4) university employees, two (2) selected by the Association and two (2) selected by the Employer. Selection may come only from among those faculty at the rank of Professor and Distinguished Professor. Additionally, neither the Provost, the University President, the Association President, the Association Grievance Chair nor any prior step hearing officer may serve as a member of the APRC.

- (1) All members of the APRC must, during his/her term, abstain from discussion and voting on promotion, tenure and/or reappointment decisions concerning faculty within the APRC members' respective academic department.

ii. APRC Charge

The APRC's purpose is expressly and exclusively directed and limited to review of the functioning of the academic process in issue, for a determination of whether there exists substantial process failure, resulting in capricious determination, or substantial procedural violation or discriminatory treatment by the university bodies so charged to render the academic and/or employment recommendation(s) or judgment(s) that serve as the subject of the grievance. The members of the APRC must reduce their collective findings to writing and failing consensus, each dissent therefrom must be express, in writing and available to the university, the Association and an arbitrator as selected pursuant to Agreement.

iii. APRC Authority

The APRC's disposition is expressly limited to either dismissal of the grievance with prejudice or remand to academic process, where process failure is found, for reconsideration, in compliance with university policy, absent the process failure determined. Remand or Dismissal shall be unconditional. Recommendation may be made for disqualification, from remanded review, of an individual, group of individuals or entire APRC, if the APRC finds prejudice is unabateable upon remand, except that recommendation that the university President be disqualified in his/her role as Employer is prohibited.

iv. **Investigative Process**

The APRC shall be entitled to official minutes of deliberative meetings of the Department and University Promotion and Tenure APRC that pertain only to the grievant. Additionally, the APRC shall be entitled to that packet of material as submitted by the grievant for review in accordance with established procedures. The APRC may call pertinent witnesses from the recommending bodies, the Employer or others who the APRC has identifiable reason to believe hold information relevant to disposition. Disposition shall be in writing and noticed to the Employer and Association and shall be based upon majority determination. Under no circumstances shall the APRC substitute its judgment for the academic judgment rendered by the bodies/persons charged with making such judgments.

v. **Advocacy**

Within thirty (30) days after the filing of the grievance to Step Three, the grievant must submit a detailed statement to the APRC and the Employer setting forth the evidence (including a list of documents and a summary of testimony of proposed witnesses) which the grievant intends to submit in support of his/her grievance. Within twenty (20) days after the submission of the grievant's detailed statement, the Employer may submit a responsive statement to the APRC setting forth its evidence (including a list of documents and a summary of proposed witnesses) in opposition to the grievance. Within ten (10) days after receipt of the Employer's Statement, the APRC shall schedule one or more hearings at which evidence may be presented.

Representatives of the Employer and/or the Association may file written briefs and/or make oral argument in support of or in opposition to the grievance. Said advocacy shall not be denied if and when opted, and must be considered in final determination to the extent such advocacy is timely submitted and relevant to the issue before the APRC. Briefs must be submitted, to the APRC, within fourteen (14) days of the final hearing date, in duplicate. One (1) copy shall be transmitted to the

opposing advocate when all briefs are in. Argument not made before the APRC is discouraged from appearing in the brief for the first time. Such argument may be excluded from consideration by the APRC. Submission of reply briefs shall generally be unavailable. However, upon request to the APRC, based upon argument not made theretofore, reply briefs shall not be unreasonably denied the advocates.

vi. **Parameters on Remand**

While the APRC is free to offer recommendation on improved process it shall not direct a schedule of compliance nor impose substantive or procedural regulation of the outcome or the process, beyond that available as codified policy relative to reappointment, promotion and tenure. If on remand, a prior academic judgment is overturned and tenure and/or promotion and/or reappointment is awarded, a grievant shall be made whole by ensuring no contractually guaranteed salary at the rate paid for the new position (i.e., tenure and/or promotion and/or reappointment) at the time of the academic decision overturned is lost to the grievant. This is the only, exclusive restitution available to a grievant under this provision of the Agreement.

vii. **APRC Deadlock**

Should the APRC fail, following a total of one hundred and twenty (120) days for investigation and deliberation of the submitted grievance, to determine, through majority decision, the limited issue(s) before it, then and in that event, the parties shall stipulate the record before the APRC and present same to an arbitrator/mediator, selected by the parties or, failing agreement between the parties, by PERC for decision within the guidelines herein established. The arbitrator/mediator shall question the parties for purposes of clarification of the record, however, there will be no other further advocacy allowed. The mediator's/arbitrator's jurisdiction shall be limited to determination as to whether the record before him/her compels remand under the enabling provision; C., Faculty Tenure; Promotion; Non-Reappointment Grievances, 1.a. Grievance Process, supra.

viii. Decision Finality with Prejudice

Remand shall be available only once per academic process determination, based upon the same set of facts. A grievance claiming failed academic process, for the limited enabling reasons set out, supra, shall therefore, be heard but once, through to its conclusion as set out herein, unless the grievance is based upon an entirely different claim from that of original grievance and charges a new set of factual errors, omissions or misconduct not in existence at the time of the original grievance.

D. Notice

1. Grievant

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

2. Employer

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

3. Association

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

4. Academic Process Review Committee

Notice to the APRC shall be deemed to have occurred upon actual receipt by the APRC, c/o Provost's Office, of such notice or if mailed in the Continental United States, five (5) days following posted mailing to the APRC, c/o Provost's Office, at the correct university address, through the U.S. mail, whichever first occurs. If not mailed in the continental United States, notice to the APRC shall only be deemed to have occurred upon actual receipt by the APRC.

5. Days

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 VII

FACULTY RIGHTS AND RESPONSIBILITIES

A. Departments shall attempt, as a normal practice, to schedule weekly teaching responsibilities within four (4) school days unless exceptional circumstances shall interfere.

B. Such other responsibilities as have traditionally been assigned to members of the bargaining unit shall continue to be scheduled at the discretion of the Employer.

C. Teaching staff members shall meet individually with their Department Chairperson during the academic year to discuss the planned utilization of the teaching staff member's unassigned day.

D. The utilization of such an unassigned day shall be a consideration in the overall assessment of the teaching staff member's professional performance.

ARTICLE VIII

ACADEMIC FREEDOM AND RESPONSIBILITY

The purpose of this statement is to promote public understanding and support of academic freedom and agreement upon procedures to assure them in New Jersey Institute of Technology. Institutions of higher education are conducted for the common good and not to further the interest of either the individual teacher or the institution as a whole. The common good depends upon the free search for truth and its free exposition.

Institutions of higher education are committed to the solution of problems and controversies by the method of rational discussion. Acts of physical force or disruptive acts which interfere with the university activities, freedom of movement on the campus, or freedom for students to pursue their studies are the antitheses of academic freedom and responsibility as are acts which in effect deny freedom of speech, freedom to be heard, and freedom to pursue research of their own choosing to members of the academic community or to invited visitors to that community.

Academic freedom is the right of scholars in institutions of higher education freely to study, discuss, investigate, teach and publish.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the teacher in teaching and of the student to freedom in learning. It carries with it duties correlative with rights.

A. Academic Freedom

1. The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research for the pecuniary return should be based upon an understanding with the authorities of the Institution.
2. The teacher is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful to present the various scholarly views related to his/her subject and avoid presenting totally unrelated material. Limitations of academic freedom because of religious or other aims of the institution should be clearly stated in writing at the time of the appointment.

B. Academic Responsibility

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he/she speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances and should make every effort to indicate that he/she is not an institutional spokesperson.

ARTICLE IX

PROFESSIONAL STAFF

A. Employment Basis

A Professional Staff member who enters his or her fourth or fifth year of employment on their anniversary date between July 1, 1977 and July 1, 1978, and who thereafter continues working in, or is transferred into a position for which tenure is not available, shall complete a probationary period of five (5) years from date of last hire and thereafter shall not be discharged except for just cause.

All Professional Staff members who are newly hired shall serve a one (1) year probationary period, commencing from the date of hire. The probationary period for those who are reclassified into a bargaining unit position shall be no more than one year, further reduced by that period of time certified as working at the reclassified level of responsibility and accountability. Those formally promoted into a new bargaining unit position from another Association represented position for which the full probationary period has been served, shall enter into non-probationary contractual appointment upon hire. Formal promotion is herein defined by the Department of Human Resources as a position with greater responsibility within the bargaining unit. Those who bump into a new position or who are recalled to a new position after layoff shall serve a six (6) month probationary period commencing from the date of recall or bumping. With the exception of those employees newly hired to the University who have not completed an initial probationary period, employees serving a new or continuing probationary period in a position to which they are anticipated to be permanently appointed shall be entitled to placement upon Range and Step of the appropriate salary matrix and shall be entitled to participate in and be eligible to receive compensation from all applicable programs including but not limited to across-the-board increments and performance pay. Thereafter, they shall, during the term of the one (1) or multi-year, employer determined contractual appointment, be employed on a contractual term basis as follows:

1. Following the end of the probationary period through the next ten (10) consecutive, full, fiscal years of annual or multiyear contractual appointment, Professional Staff shall maintain just cause protection during the Employer determined, renewable, contractual term appointments, but shall maintain no employment rights beyond the expiration of the term(s).
2. Professional Staff with at least ten (10), consecutive, full fiscal years of non-probationary, contractual appointment, will be expressly afforded a "Contractual Expectation Interest" in renewal of contractual appointment.
 - a. Contractual Expectation Interest shall be defined for purposes of this provision only as the right to reappointment in accordance with this provision, absent an Employer expressed and documented rational basis for non-reappointment, based upon substandard performance or misconduct, noticed in writing to the Professional Staff employee at least ninety (90) days before the expiration of his/her contractual term.
 - b. Professional Staff holding a Contractual Expectation Interest who are not re-appointed in accordance with this provision may grieve the non-reappointment on the basis that the Employer did not have or timely provide a performance based rational basis to not reappoint that employee. The burden of proof shall be the Employer's.

- c. The Employer shall provide the Association with written rationale for a reorganization based position deletion for any position holding contractual expectation interest.
3. The Employer shall maintain at least thirty-five percent (35%) of the Professional Staff workforce on multi-year employment contracts, inclusive of all Professional Staff holding just cause protection pursuant to provision A. Employment Basis, above.
4. Layoff due to fiscal based position deletion must be preceded by thirty (30) calendar days notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff employee. Layoff due to reorganization based position deletion must be preceded by sixty (60) calendar days notice or equivalent salary compensation paid in lieu of notice to the affected Professional Staff employee. Discharge for just cause may occur at any time and the discharged employee shall only be entitled to that notice, if any notice, mandated by law.

B. Hours of Work

1. The general business hours of university operations are Monday through Friday, from 8:30 a.m. to 4:30 p.m.; if a summer schedule of Monday through Thursday is adopted, bargaining unit members shall be notified no later than April 1 of each calendar year. In that event, general business hours of university operations will be from 8:30 a.m. to 5:00 p.m. for the duration of the period summer hours are observed.
2. For the purpose of University accounting, employees with exempt status under Fair Labor Standards Act 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. If the parties agree to a four day work week, a full day of leave time used shall be debited as 8.75 hours and a half day of leave time used shall be debited as 4.375 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.
3. Release Time: Professional exempt staff are expected to work the equivalent of the hours of operation set forth in Paragraph 1, and certain positions carry the expectation of some evening or weekend work, in addition to the general hours of operation, as part of the job description. For example, certain periodic university functions occur at night or on weekends. 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.

4. Individual Flex-time Schedules: Individual flexible time reporting schedules deviating from the standard workday may be adopted, provided that they are consistent with business necessity and do not impair university operations. Such individual flex-time schedules either altering the starting and ending time, or reducing reporting from five days to four days must be agreed to by the employee and his/her supervisor and approved by the Vice President of Human Resources, who shall keep a record of all approved flexible time arrangements for unit members. Such reporting structures must meet the following minimum standards:
 - a. The schedule must accommodate NJIT's business interests in providing greater service to its constituencies.
 - b. No flex-time schedule will be approved that reduces the minimum number of hours worked in the work week.
 - c. The work week will consist of at least four (4) days, and will not be subject to further reduction in days during summer months.
 - d. Where a choice of flexible hours cannot be made available to all employees within the same bargaining unit provisions, the most senior member of the unit will be given the right of first refusal on flexible scheduling, provided that such employee is in good standing.
 - e. Flexible schedules may be ended, in the discretion of the university, upon two (2) weeks' minimum notice.
 - f. It is expressly understood that no flex-time arrangement shall in any way alter the expectations outlined in the unit members' position description (except as may be required as a "reasonable accommodation" to a disability defined by State and Federal law). Further, it is understood that the granting of a flex-time arrangement shall not change situations where the employer, in its sole discretion, may extend the work hours of an employee as necessary.

C. Evaluations

1. Annual Evaluations: Each Professional Staff member's supervisor must annually complete a written evaluation on or before May 15th and provide a copy to the employee. Within ten (10) working days after receipt of the

written evaluation, each Professional Staff employee shall have an annual, performance based, evaluation conference with his/her supervisor. Both employee and supervisor must sign the evaluation which will then be placed in the employee's personnel file within five (5) working days of the meeting. There will be a standard evaluation format used. The employee may provide a written commentary, including rebuttal, concerning the evaluation and forward it to the Department of Human Resources where it will be placed in the employee's personnel file and become appended to the performance evaluation. Comparatively ranked recommendation for merit award shall be identified as part of the evaluation and forwarded for action in accordance with Article XIII, Conditions of Employment.

D. Vacation Leave

1. Vacation Allotment:

Employees shall be granted an annual paid vacation for use in accordance with this provision on the following basis:

- a. Professional Staff shall be entitled to a vacation earned at the rate of one and two thirds ($1\frac{2}{3}$) days per month of employment, from the date of hire, not to exceed twenty days per fiscal year, which for payroll purposes is accounted as one hundred and forty hours (140) 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.

2. Vacation Use:

- a. While use of vacation accrual is based upon mutual agreement of the Employer and the employee, full usage is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. 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 well 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.
 - i. It is expected that supervisors will maintain a fully updated vacation record, showing unused accrual and usage, and will take a proactive role in scheduling vacation usage in a

manner that is mutually beneficial to the university and its employees.

- ii. Vacation may be used in half days, full days, or consecutive days in a manner that permits operations flexibility and no significant disruption in university service.
- iii. Nothing herein relative to hourly accrual of vacation time pursuant to university records shall be construed by NJIT to remove exempt status from those employees deemed exempt under law by virtue the nature of their employment duties.

3. Vacation Carryover:

- a. Professional Staff shall be entitled to accrue and carry over into the next fiscal year up to a maximum of twenty-five (25) unused vacation days or one hundred seventy-five (175) hours remaining at the end of any fiscal year. Unused, accrued vacation over the maximum shall be forfeited at the beginning of the next fiscal year.

4. Vacation Payout: Upon separation from employment, unused vacation accrual computed at the daily rate of the salary of the separating employee at the time of separation will be handled as follows:

- a. July 1, 2003 – June 30 2005: A total of \$200,000 of pooled funds will be available, in the fiscal years 2004 and 2005, to pay out up to one year's annual accrual of unused vacation for the Professional Staff member(s) upon voluntary separation from employment, layoff, non-reappointment or death. Upon exhaustion of those funds, no payout of vacation will be available, for any bargaining unit member.
 - i. In the event that the separation of multiple employees on the same effective date results in exhaustion of the available funds prior to full payout of vacation to each of the employees terminated as of such date, each of said employees will receive a pro-rata allocation of remaining funds that will correspond to their individual leave balances available for payout.
- b. July 1, 2005 and thereafter: No payout of vacation will be available for any bargaining unit member except that any bargaining unit member who separates from employment as a

result to layoff, pursuant to Article IX (J)(2), will receive up to twenty days of pay (or 140 vacation hours) for unused vacation allotment. In the event that a bargaining unit members receives notification of non-reappointment to their contractual position, they may use up to twenty vacation days (or 140 hours) prior to their termination date, which days will be scheduled with the approval of their supervisor. In the event a bargaining unit member has more than twenty accumulated vacation days, he/she may use any additional vacation leave time, with the consent of their supervisor. In the event a bargaining unit member gives written notice of resignation or retirement, not less than two (2) weeks prior to the planned date of separation, he/she shall be permitted to use up to ten (10) days (or 70 hours), of accumulated but unused vacation time at anytime prior to the date of separation. .

E. Holidays

1. The Employer shall provide the following paid holidays to full-time Professional Staff members of the bargaining unit:
 - a. New Year's Day
 - b. Martin Luther King Jr. Day
 - c. Good Friday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. Friday after Thanksgiving Day
 - i. Christmas Day
2. 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.
3. The four (4) regular week days falling between the Christmas and New Year's holidays shall be paid university holidays provided to all full-time Professional Staff members of the bargaining unit whose service and attendance is not deemed essential to university operations during this period.
 - a. Those bargaining unit members whose attendance is required during all or part of said period shall be provided one floating holiday for each day of service to the university, up to the

maximum four (4) days provided by this provision. Rules for use of floating holidays shall be governed by those applicable to Administrative Leave, as provided under provision E., Administrative Leave, infra, of this Agreement.

- b. Prerequisite to required attendance during this period shall be the provision of written notice to all affected bargaining unit members on or before December 1st of each year.
4. The nine (9) named holidays provided under provision D. 1., herein, and the other four (4) holidays provided under provision D., 3., herein, constitute the entire paid holiday schedule provided by the Employer.
5. It is expressly intended and understood that there are no additional paid days available to Professional Staff members of the bargaining unit, except as expressly provided by other provisions of this Agreement.
6. Professional Staff members of the bargaining unit on less than twelve (12) month annual contracts shall not be entitled to payment for holidays falling during a contractual break in employment.
7. 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 Professional Staff member is in unpaid employment status with the university. Further, in order to receive each or any of the holiday benefits, herein provided, the administrator must be in paid employment status at least one (1) day prior to and one (1) day after the holiday benefit sought.

F. Administrative Leave

1. A newly hired Professional Staff member of the bargaining unit shall be entitled to one-half (½) day or three and ½ hours of administrative leave after each full calendar month of employment, to a maximum of three (3) full days or twenty-one (21) hours during his/her first fiscal year of full-time Professional Staff employment.
2. The Employer shall annually provide three (3) administrative leave days to all Professional Staff members of the bargaining unit on twelve (12) month contracts, upon entering their second or subsequent fiscal year of full-time Professional Staff employment.
3. Professional Staff members of the bargaining unit employed on less than a twelve (12) month contract basis shall be entitled to a prorated benefit in accordance with the length or nature of his/her contract.

4. Administrative leave days cannot accrue beyond three (3) at any time and cannot be carried over beyond the fiscal year in which they are provided, pursuant to this provision.
5. Administrative leave days are not available, cannot accrue, nor shall there be any payment in lieu thereof, while any Professional Staff member is in unpaid employment status with the university. Further, in order to use a banked administrative day, the Professional Staff member must be in paid employment status at least one (1) day prior to and one (1) day after the administrative leave benefit sought.
6. Requests for administrative leave must be requested and approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such leave may be used for religious observance or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be 1) emergencies; 2) religious observance or days of celebration; and 3) personal affairs.

G. Sick Leave

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 Professional Staff 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, 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 specific 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 Professional Staff member is in unpaid employment status with the university. Further, in order to use a banked sick leave day, the Professional Staff 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 G.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 - Retirement

Subject to the provision of N.J.S.A. 11A:6-17 and rules and regulations promulgated thereunder, a full time qualifying employee who enters retirement, pursuant to the provisions of a State administered or approved retirement system, and has to his/her credit any earned and unused accumulated sick leave accrued during service in an administrative capacity shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed the statutory limit. This supplemental compensation shall be paid in a lump sum after the effective

date of retirement. It may be deferred by the employee for payment within one (1) year of the effective date of retirement.

H. Family Leave

The Family Leave Policy adopted by the Board of Trustees on January 19, 1995, as revised on March 7, 1995, shall apply to all employees covered by this Agreement. As the policy reflects current State and Federal law with respect to the rights of employees and obligations of employees, the policy may be amended from time to time to reflect mandatory changes in the law. In the event that the university intends to amend the policy with regard to negotiable terms and conditions, it shall provide the PSA notification of the proposed changes. In the event that the PSA demands negotiations concerning proposed changes, it shall do so in writing within sixty (60) days, to the Vice President of Human Resources, with a copy to the General Counsel, in which case the parties will proceed with good faith negotiations concerning the proposed changes, consistent with their rights and obligations under law. If the university receives no written demand by the PSA for negotiations within such time, the University may proceed to implement such changes.

For informational purposes only, the University may preliminarily designate an employee's absence as Family Leave when:

1. An employee (or a spokesperson on behalf of an employee) notifies the Department of Human Resources or the immediate supervisor of a personal serious health condition or the serious health condition of an eligible family member.
2. Upon the employee or the supervisor's notification to the Department of Human Resources after three (3) consecutive days of paid or unpaid absence.

Family Leave runs concurrently with accumulated sick leave. Accumulated sick leave balances that exceed the 60 days of Family Leave may continue to be used thereafter upon submission of medical certification updates to be provided in intervals of not less than every 30 days.

I. Leaves of Absence

1. Eligibility

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

- b. 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.

2. Procedure

- a. 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.
- b. All requests for unpaid leave of absence shall be made as far in advance as possible.
- c. Application for leave must be submitted to the employee's immediate supervisor. In the event that the reason for the leave requires confidentiality, the employee may submit the application to the Department of Human Resources instead of the immediate supervisor. In that case, the employee shall inform the supervisor in writing that an application has been submitted to Human Resources and shall specify the beginning and ending dates for the leave as requested on the application.
- d. Except where an emergency requires a quicker response, the Employer shall act on the application for an unpaid leave within two (2) weeks from the date of the application 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.
- e. Denial of a request under this Article is grievable only on the limited basis that the Employer had no rational basis for its action.
- f. Any problems arising from the administration of this Article may be referred to the Labor/Management forum for discussion and resolution, if possible.

3. Reinstatement

- a. An employee who is ready and able to return after completion of a short-term leave of a total duration of ninety (90) consecutive calendar days or less shall be returned to his/her former position or an equivalent position with equivalent pay and fringe benefits including retirement system benefits.

- b. The Employer will make every reasonable effort to reinstate an employee who is ready and able to return to work after completion of a long-term leave of a total duration of ninety-one (91) consecutive calendar days or more to his/her former position or a comparable position. Except where otherwise required by law, there is no entitlement to a position with the Employer following a long-term leave of absence.
- c. If at the employee's scheduled return to work, the Employer reasonably determines that reinstatement will jeopardize the health and safety of the employee, other employees or the students, and provides the employee with a statement of the basis for its determination, the Employer may require that the employee submit a certification from a licensed professional (doctor, psychologist or other appropriate specialty) attesting to the employee's fitness prior to permitting the employee to resume work. The Employer may also require examination and certification of the employee for return to work by a physician of its choosing and its own expense prior to reinstatement.
- d. The reinstatement provisions set forth herein shall not be unreasonably applied by the Employer nor abused by the employee.
- e. 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. Accumulated seniority to the extent accrued under this Agreement shall be maintained and reinstated upon reinstatement from the leave.
- f. 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.

J. Professional Staff Sabbatical Leave

- 1. Professional Staff members of the bargaining unit shall continue to be eligible for sabbatical leaves. The individual shall submit requests for such leave accompanied by a detailed proposal of sabbatical activity to his/her supervisor for recommendation and comment. The appropriate

area Vice President shall either approve or disapprove all requests on the basis of the relevance of the proposal to the university and the ability to release the individual for the period of time requested. A rejection of a sabbatical application shall be in writing with the rationale for the rejection cited.

2. Decisions of the university relative to this provision shall not be grievable.

K. Seniority

1. Recognition

New Professional Staff bargaining unit members shall be entitled to seniority after completion of their Association based probationary period. Subject to the provisions of controlling Collective Bargaining Agreement, all Professional Staff starting from their second (2nd) consecutive annual employment contract in the same job classification, shall be entitled to seniority service credit, retroactive to the initial date of hire into said specific job classification. Service credit shall be computed and earned at the rate of one (1) day of service credit for each day in active employment status. Any period of authorized leave with pay afforded pursuant to Collective Bargaining Agreement, shall not cause a break in seniority credit computation. Professional Staff employees on less than full twelve (12) month contracts shall receive seniority service credit on a pro rata basis specific to their contract.

Except as expressly noted herein, seniority service credit in a new classification commences on the effective date of transfer. Seniority service credit in the former classification shall also continue to accrue after the transfer for a period of five (5) years. In the event of a transfer back to the former classification within the five (5) year period, the employee shall be credited with all accrued seniority in that position. In the event of a transfer back to the former classification after the five (5) year period, the employee will not be entitled to accrued seniority service credit in the former position. Seniority service credit shall not be broken by reclassification of a position held by an incumbent. Seniority service credit shall be deleted upon loss of employment for any other reason whatsoever.

Seniority recognition and its effect, in no way alters the contractual basis of employment for Professional Staff. Neither does it alter the probationary status of employees in their first year of employment in a bargaining unit position except as specifically set out under provision 2. Layoff, and provision 3. Recall, infra.

2. **Layoff**

If and when a reduction or reorganization in the workforce is necessary, following at least thirty (30) calendar days notice, for fiscal necessity based layoffs inclusive of opportunity for the Group Review Committee to respond and sixty (60) calendar days notice for reorganization based layoffs, layoff shall occur through deletion of Professional Staff position(s) as determined by the Employer.

Within seven (7) calendar days of the receipt of official written notice of layoff due to a reduction or reorganization in the workforce, a university funded employee shall be specifically permitted to submit, in writing, application for and then receive good faith review of up to five (5) continuing positions whose incumbents are university funded and hold the least seniority in the same generic position classification from which the laid off employee holds greater seniority. Employees who have completed three full years of service in (a) the same grant-funded position; or (b) different associated-represented positions under the same grant funding source, are eligible to participate in the bumping process outlined herein. Employees who have not completed three full years of service as outlined above do not have bumping rights, regardless of the length of other university funded employment.

The Employer shall consider all requests to bump in order of seniority service of the applicant. The Employer shall determine whether the applicant is qualified to bump the least senior employee in the positions applied for. If the Employer determines that the applicant is not qualified to bump in that position, the Employer shall determine whether the applicant is qualified to bump the next least senior employee in the positions applied for. This process shall continue until the applicant is deemed qualified for a bump or all five (5) positions have been considered.

If the displaced employee is determined to hold the qualifications for the position reviewed, the employee shall be permitted to exercise his/her seniority rights to displace an employee with less seniority in the generic job classification for which the employee currently holds seniority or for which the employee holds seniority service credit accumulation, in the job classification from which a position was held immediately prior to the current job classification from which the employee is being laid off. Displacement is potentially available only for and within the following two (2) groupings:

- a. Assistant Director, Administrative Assistant I, Assistant to Dean, Assistant to Director, Assistant to Chair, Assistant to Sponsored Chair, Program or Function Coordinator or Manager.
- b. Professional Service Librarian (excluding Head Librarian) professional specialists within the specific specialty area.

The Employer retains its right to determine whether an employee possesses the qualifications to fill the position into which he/she seeks to bump. Qualification determination shall be based upon the qualifications set out by the position description, as may be amended from time to time, as matched with the bumping applicant's qualifications and performance record. Consideration of performance as negatively effecting qualifications herein, shall be restricted to a formal performance record that is officially, and in writing, less than satisfactory overall or a performance record evidencing active disciplinary status. Within seven (7) calendar days of receipt of notification that a bumping applicant is not qualified for a position sought, the Association may submit a written request for review to the Position Review Committee. The Position Review Committee shall issue its recommendation to the Vice President of Human Resources or his/her designee, not later than seven (7) calendar days after submission by the Association. The Vice President of Human Resources or his/her designee, shall, in good faith consider recommendation(s) made pursuant hereto, prior to final determination. The determination by the Vice President of Human Resources or his/her designee is final and binding on the issue of the right to bump the position in issue.

The Position Review Committee of three (3) serve one (1) year terms to end on June 30th of each year and shall review all bumping applicants submitted by the Association to it. It shall be selected as follows:

- a. Two (2) members are to be selected by the Association.
- b. One (1) member to be selected by the Employer.
- c. Members may be from among the university's entire employment pool.

An applicant who is successful at bumping into a new position shall be required to complete a new six (6) month probationary period. The probationary period attendant to a successful bumping applicant or to an employee recalled to a position other than the same position from which laid off (See "Recall", infra) shall be limited to performance concerns. In any event, except as expressed and limited by this provision only, infra, dismissal during a probationary period is not grievable. A successful

bumping shall mandate that the probationary employee be given the first ninety (90) days of probationary appointment to assimilate departmentally specific knowledge while performing in the new job and therefore a successful bumping applicant shall not be dismissed from employment during the first ninety (90) days of his/her probationary contract of employment, unless there is, at least, an expressed rational basis related to poor performance, in which case the Association may grieve only the existence of a rational basis for dismissal during this period.

A successful bumping shall result in a probationary contract of employment to expire at the end of the fiscal year in which the bumping occurs. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period.

Any bumping which results in displacement of an employee in a higher salary classification shall result in the successful bumping applicant receiving the step on the new range closest to his/her salary step on the previous range.

3. Recall

In the event that the Employer revives the same position which was deleted within eighteen (18) calendar months from the date of the layoff, the employee on layoff from that position shall be entitled to recall. No new probationary period shall be required. An employee recalled under this provision shall be entitled to an employment contract to expire at the end of the fiscal year in which recalled.

In the event that any positions become available within a period of eighteen (18) calendar months from the effective date of layoff, employees shall be entitled to recall to a job opening from the generic job classification from which laid off, if it is determined, in the same manner as applies to successful bumping, that the employee holds the requisite qualifications for the position. An employee recalled to such position classification other than to his/her former position shall serve a six (6) month probationary period as outlined under provision 2. "Layoff", supra, except that there shall be no grievable issue under any circumstances whatsoever during said probationary period. An employee recalled under this provision shall be entitled to a probationary contract of employment to expire at the end of the fiscal year in which recalled. A successor contract of employment prior to the end of a probationary period in no way modifies that probationary period.

Once contacted for recall, an employee must accept the proffered position within one (1) week of offer or apply for recall review within one (1) week of contact by the Employer, as the recall situation may be, or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

A recalled employee must fully return to a recalled position within one (1) month from date of offered recall or said employee shall be removed from the recall roster and all rights secured pursuant hereto shall be immediately extinguished.

Notice activating the recall response and/or return timeliness shall be considered the earlier of actual verified receipt of notice via telephone or in person or, alternatively, five (5) days following certified and regular posted mailing to the employee's last known address.

Employees on recall roster who are otherwise employed at NJIT or who refuse the proffered recall shall be removed from the recall roster and all rights to recall under this Agreement shall be immediately extinguished.

Employees who are on layoff are not entitled to have or and do not accrue any rights or benefits at NJIT, except the right to recall provided herein and any rights mandated by law.

L. Acting Capacity

When an employee is temporarily, formally assigned to work in a higher job classification specifically encompassing all responsibilities and accountability inherent therein, for a period of more than ten (10) successive work days, due to the absence of the incumbent in such classification, the employee so working shall receive compensation at the rate of the higher job, retroactive to formal appointment, unless the job description of the formally assigned subject employee's job specifically includes, in its description of responsibilities the duty to act in behalf of or in the stead of the absent incumbent in which case the waiting period shall be thirty (30) successive work days and payment shall be prospective only.

M. Meal Reimbursement

When a Professional Staff member of the bargaining unit is unexpectedly required or previously scheduled to remain a minimum of two and one-half (2 ½) hours beyond a regular Professional Staff business day unique to the Professional Staff position in issue, upon providing a receipt for purchase of food stuffs, other than alcoholic beverages, for the day in issue, NJIT shall reimburse the Professional Staff member the cost, up to a maximum of Seven dollars and fifty cents (\$7.50) per eligible day, for the meal. The receipt must be verified by the supervisor of the requesting Professional Staff member as to the directed additional time.

N. Anniversary Date

Professional Staff members' anniversary date, for purposes of annually tied compensation adjustments, shall correspond with the university's fiscal year (July 1st). Professional Staff members in their first year of Association represented employment commencing on or after July 1st and on or before December 31st shall receive anniversary based compensation adjustments beginning the following July 1st. Professional Staff members commencing Association represented employment on or after January 1st and on or before June 30th shall receive anniversary based compensation adjustments beginning with the start of the fiscal year immediately succeeding the following July 1st.

O. Resident Life Staff Parking

Professional Staff members who are employed full-time, on either ten (10) or twelve (12) month residential life employment contracts that include necessary residence on university premises, will be provided with parking privileges at no cost. This privilege is not transferable.

ARTICLE X

TIME STANDARDS FOR NON-REAPPOINTMENT

A. Tenure-Track Faculty

The following time standards shall be applied by the Employer for written notification of non-reappointment to non-tenured members of the tenure-track faculty:

1. Not later than March 1st during the first year of service shall a tenure-track faculty member be notified of non-reappointment at the completion of that first academic year.
2. Not later than January 15th during the second year of service shall a tenure-track faculty member be notified of non-reappointment at the completion of that academic year.
3. Not later than June 30th during the third, fourth or, fifth year of service shall a tenure-track faculty member be notified of non-reappointment in which event he/she shall receive a terminal contract ending the subsequent academic year.

B. Professional Staff

The following time standards shall be applied, by the Employer, for notification of non-reappointment of Professional Staff members of the bargaining unit at the end of their contractual term:

1. A Professional Staff member shall be entitled to at least thirty (30) calendar days notice of non-reappointment through the first four (4) years of non-probationary, consecutive annual contractual appointment afforded by the Employer. Commencing with Professional Staff member's fifth (5th) year of non-probationary, consecutive annual contractual appointment, he/she shall be entitled to at least sixty (60) calendar days notice of non-reappointment. Commencing with a Professional Staff member's eleventh (11th) year of non-probationary, consecutive annual contractual appointment, he/she shall be entitled to at least ninety (90) calendar days notice of non-reappointment, along with written rationale for the decision.
2. In lieu of, either the thirty (30) or sixty (60) or ninety (90) calendar days notice requirement, as outlined, supra, the Employer may, in its discretion, provide equivalent salary compensation to the employee, waive the notice requirement and release the employee from all employment responsibilities.

C. Non-Tenure Track Academic Personnel:

The following time standards shall be applied by the Employer for written notification of non-reappointment of non-tenure track academic personnel:

1. Not later than April 1st of the last year of the first and second contractual appointment shall non-tenure track academic personnel be notified of non-reappointment following completion of their contractual term.
2. No later than January 31st of the last year of the third or later contractual appointment, shall non-tenure track academic personnel be notified of non-reappointment following completion of their contractual term.
3. Non-tenure track academic personnel will be defined as personnel whose regular, continuing position responsibilities include teaching at least six (6) contact hours per semester.

D. Nothing herein shall be construed to alter the nature and parameters on the various position structures authorized by the Employer.

ARTICLE XI

NON-DISCRIMINATION

A. There shall be no discrimination by the Employer, employees, or the Association against any teaching staff member or administrator based upon membership or non-membership in or participation in legitimate activity on behalf of the Association.

B. The willingness of the parties to continue the non-discrimination clause in the Agreement is predicated on the mutual understanding of the intent to comply with the Supreme Court decision in Teaneck Board of Education v. Teaneck Teachers Association, that discrimination claims relating to inherent managerial prerogatives cannot be subject to binding arbitration and with the limitations on arbitrability set forth in the Agreement.

C. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE XII

GROUP REVIEW COMMITTEE

A committee shall be established to review all group terminations of members of the negotiating unit when such terminations are for any reason other than individual performance and shall function as follows:

A. The Committee to be comprised of six (6) persons from the negotiating unit, with three (3) selected by the President of the Association;

B. The Committee shall meet at least once annually at an appropriate time with the appropriate Academic Officer to review the situation;

C. The Committee may make written recommendations to the appropriate Academic Officer;

D. The Employer will consider recommendations of the Committee prior to making its final determination;

E. The appropriate Academic Officer shall notify the Committee of the final determination prior to its general release.

ARTICLE XIII

CONDITIONS OF EMPLOYMENT

A. Appropriation of Funds

All commitments which so require are subject to the appropriation of funds and any necessary legislative action.

B. Appendices

Reference to 1977 - 1979 Agreement, Appendix A

Administrative Deletion, Appendix B

Salary Guide - Step Progression Table, Appendix C

NJIT/PSA Salary Matrices, Appendix D

Letter of Understanding - Off Campus/Irregular Hours, Appendix E

C. Compensation Plan

1. Twelve Month Faculty Appointments

- a. Salaries for Twelve-month faculty appointments shall be arrived at by adjusting the academic year salaries by fifteen Percent (15%) for the duration of a Twelve-month appointment.

2. Across-the Board Salary Guide Adjustments

- a. From the first full payroll in Fiscal Year 2004 through the last full payroll in Fiscal Year 2004, the operative salary guide for bargaining unit members shall not be adjusted by an across-the-board increase.
- b. There shall be a two and nine-tenths percent (2.9%) across-the-board increase to each step of the salary matrix, as of June 30, 2004, of all eligible bargaining unit members effected in the first full pay period of Fiscal Year 2005 for employees paid on a twelve month basis and the first pay period of academic year 2004/2005 for employees paid on a ten month basis respectively.
- c. There shall be a two percent (2%) across-the-board increase to each step of the salary matrix, as of June 30, 2005, of all eligible bargaining unit employees effected in the first full pay period of Fiscal Year 2006 for employees paid on a twelve month basis and the first pay period of academic year 2005/2006 for employees paid on a ten month basis respectively. There will be an additional two

percent (2%) increase to each step of the salary matrix as of June 30, 2005, of all eligible bargaining unit employees effective the first full pay period after January 1, 2006 for employees paid on a twelve month basis and in the first full pay period after February 1, 2006 for employees paid on a ten month basis.

- d. There shall be a two and twenty-five hundredths percent (2.25%) across-the-board increase to each step of the matrix salary, as of June 30, 2006, of all eligible bargaining unit employees, effected in the first full pay period of Fiscal Year 2007 for employees paid on a twelve month basis and the first pay period of academic year 2006/2007 for employees paid on a ten month basis respectively. There will be an additional two and thirty-five hundredths percent (2.35%) increase to each step of the salary matrix, as of June 30, 2006, of all eligible bargaining unit employees, effective the first pay period after January 1, 2007 for employees paid on a twelve month basis and in the first full pay period after February 1, 2007 for employees paid on a ten month basis.
- e. The salary guide shall be adjusted as set forth in Appendix C, NJIT/PSA Salary Matrices, to incorporate salary guide increases set forth above, for each step of each salary range on the guide. Each bargaining unit member on salary range and step shall receive the stated increases by remaining at the step in the range occupied prior to the adjustments.
- f. Employees in their first year of employment are not eligible for those increases set out in “a.” through “e.” above, effected during their first year of employment. First year of employment for purposes of this provision shall be defined as the period of time from date of hire in an Association represented position to the ensuing July 1st but no less than six (6) full months and no greater than eighteen (18) months. Additionally, those employees who separated from university employment prior to ratification of this Agreement are not eligible to receive retroactive application of those increases outlined in “a.” through “e.” above.
- g. Bargaining unit members whose base salaries are not set on nor accountable to salary guide shall receive the across-the-board increases as set out in C., Compensation Plan, 2. a. through (e.), Across-the-Board Salary Guide Adjustments, above, through incorporation to individually set annual salary, except that employees fully funded through grants shall be compensated according to and consistent with the terms of

the grant, with salaried increases not to exceed that set out by grant parameters, and newly hired bargaining unit members shall receive that salary fixed upon hire for the initial, annual contract period.

- h. Subject to provision h. above and j. below, employees in fixed term, non-tenure track academic contracts shall receive a minimum of the across-the-board increases set in Article XIII, Conditions of Employment, C., Compensation Plan. Employees whose multi-year contracts already provide for at least the minimum increase shall not receive the increases set forth in Article XIII, Conditions of Employment, C., Compensation Plan, unless specified in their individual contracts.
- i. Research Professors and Visiting Professors, including but not limited to Assistant Research Professors, Associate Research Professors, Distinguished Research Professors, and Research Professor - Executive Director, recognized under Article II, Recognition, supra, shall be exempted from the dictates of this provision.

3. Salary Step Progression

- a. See Appendix C, Salary Guide-Step Progression Table, for quick reference.
- b. Step Progression Cap
 - i. Professional Staff: Beginning in the fourth year of the contract, commencing with the first full pay period after July 1, 2006, the step progression cap shall be extended for all Professional Staff members on range and step. The new step progression cap effective July 1, 2006 shall be 46 steps, with a twenty-four (24) month delay in step progression by merit for all members at Step 43. Any Professional Staff member who has been at Step 43 for at least twenty-four (24) months as of July 1, 2006 shall be eligible for step progression beyond Step 43.
 - ii. Faculty: Beginning in the fourth year of the contract, commencing with the first full pay period after July 1, 2006, for all faculty members on range and step, the step progression cap shall become Step 100. Effective July 1, 2004, the progression from Step 95 to Step 100 shall be limited to one merit step per year to that faculty member's base salary indicated on the salary matrix, with the

remaining award paid as cash merit, not applied to base salary, subject to further limitations set forth herein. There shall be a twenty-four (24) month delay at Step 91 prior to progressing to the next highest step by merit. Any faculty member who has been at Step 91 for at least twenty-four (24) months as of July 1, 2006, shall be eligible for step progression beyond Step 91.

4. Faculty Promotion Policy

The promotion of a member of the faculty shall be governed by the following:

The salary step on the controlling salary progression matrix that is closest to, but not less than, a seven and one half (7.5%) adjustment to the base salary of a promoted faculty member shall be made upon the effective date of the promotion. Promotional adjustment shall be applied prior to merit award adjustment to base salary, effective at the same time.

5. Special Salary Actions

Special salary actions, in addition to extended range placement set out above, shall be made at the sole discretion of the university in response to bona fide outside employment offers, to respond to market conditions in critical academic areas, to recognize extraordinary achievement, and to implement salary equity adjustments. The maximum number of faculty subject to special salary actions shall not exceed ten percent (10%) of the faculty. These salary actions shall not be drawn from any negotiated salary program or pool of money. The PSA will receive notification of any such actions.

6. Merit Program (Policy & Procedure)

There shall be a merit compensation program, applicable to those bargaining unit members whose salary is on or expressly attributable to a salary range and step, for each of the four (4) years of this Agreement.

Except as otherwise noted herein, all merit compensation shall be in step awards to base salary. Eligibility for merit compensation shall be based upon at least one (1) year of Association represented employment in the position otherwise eligible for merit and formally classified salary range and step status. One year of Association represented employment shall be defined as the period of time from the first day of Association represented employment to the ensuing July 1st but no less than six (6) full months and no greater than eighteen (18) months.

a. Faculty Merit

- i. **Salary Matrix** – The salary ranges will each consist of one hundred (100) equal steps. Advancement on the matrix will occur only through merit award.
- ii. **Merit Award Limits:**
 - (1) **Base Salary** – Up to six (6) steps may be awarded to the base salary of an eligible faculty member, at all ranks, each year of the program.
 - (2) **Cash Step Equivalents** – Up to a four (4) step equivalent cash award may be provided to all eligible faculty who have either been delayed at Step 91 in his/her salary range, or are limited to receipt of one step or no steps to base, in each year of the program.
 - (3) **Combination** – A maximum of eight (8) steps, or step equivalents in total, may be awarded in each year of the program to an eligible faculty member at any rank.

Example:

Associate Professor X is at Step 87 in 2004/2005. In 2004/2005, Associate Professor X may receive up to four (4) steps to base salary and an additional four (4) steps in non-base cash award.

iii. **Merit Pool:**

(July 2003 – June 2005)

Specifically excluding Academic Administrators' faculty salaries, the merit pool for faculty will be set at 1.75% of the eligible faculty salary base as of July 1st of the year of awarding. However, in no event shall the calculation of the pool be less than \$350,000 or greater than \$400,000. Eligibility toward base calculation shall be defined as all tenure-track or tenured faculty holding a salary range and step, with at least one (1) year of service (as defined above)

as of July 1st of the year of awarding (July 1, 2003 and July 1, 2004).

(July 2005 – June 2007)

Specifically excluding Academic Administrators' faculty salaries, the merit pool for faculty will be set at 1.75% of the eligible faculty salary base as of the last full pay of the academic year preceding awarding. For pooling purposes, faculty salary base shall include all tenure-track or tenure faculty hired prior to January 1st of the pooling year but exclude: (a) those with employment agreements which precludes their eligibility to be placed on range and step by July 1st of the calendar year of award; and (b) those who are no longer employed as tenure or tenure track faculty as of the second full pay in September. The Association shall be provided a draft spreadsheet of the Faculty salary base no later than June 15th. No later than October 1st, Academic Departments and the Association shall each be provided with a final list in order to rank performance as set forth herein. Payment of awards will be made on or before the first full pay of December of the year of the award. A faculty member is not eligible for merit consideration unless he/she contributed to the merit pool.

iv. Merit Allocation

The merit pool for faculty shall be initially allocated to the university departments on a straight pro rata basis, with the allocation equivalent to that percentage of the merit pool as determined by the size of the department to the entire eligible faculty unit. For example, if the merit pool is \$100,000, department X, consisting of 25 of the university's eligible 250 faculty, shall receive an initial allocation of \$10,000. The department's initial allocation may be adjusted by the Employer. The Employer may reallocate, to other eligible faculty constituted departments, up to forty percent (40%) of each department's initial allocation. A department may not receive more than one hundred and fifty percent (150%) of its initial allocation. This adjusted allocation shall, thereafter, be awarded as follows:

- (1) The merit process shall originate with the faculty Promotion and Tenure Committee (“P&T”) who shall meet, and rank order all eligible faculty for the purpose of receiving merit awards. The rank ordering shall be accompanied by written rationale for the recommendations, with a description of the emphasis accorded to the areas of teaching, research and scholarship, and service to the department, the university, the community and the profession. The Department Chairperson shall not vote upon the rank ordering of the members of the Department or School, but may provide a separate ranked list from that of the P&T Committee, together with written rationale for any recommended deviation from the P&T Committee. A minimum of eighty percent (80%) of said final allocation shall be distributed to the nominated faculty as rank ordered by the P&T Committee. Eligible Chairs (those not otherwise eligible to participate in the Academic Administrators merit program) shall be added at the discretion of the Dean without altering the numerical ordering of the P&T Committee. Merit determinations shall be based upon the university’s established performance categories of teaching, scholarship and service to the department, university, community and profession, and merit awarding determinations shall accordingly be based upon and accompanied by written rationale tied to the university’s long established performance criteria.

Merit awarding which results in maximum step advancement shall be reserved for those exceptional faculty whose contributions to the university and/or their respective professional and academic disciplines is of a character and quality that is consistent with the university’s vision and mission as demonstrated by the merit determinations necessary to receive extended step placement.

Unless and until eighty (80%) of the final allocation is awarded, the rank ordered list must be of the P&T Committee must be utilized, without alteration, to distribute the awards. The Dean, in consultation with the Chair and Provost shall set the amount of

award for each ranked faculty member until a minimum of the first eighty percent (80%) of final allocation is distributed without alteration of the rank ordering and considering the expressed rationale behind the P&T Committee rankings. Except as specifically and identifiably based upon reasonable cause for significant departure in award amount from ranking, it is expected that awarding of the first eighty percent (80%) of allocation will be reasonably consistent with ranking.

- (2) Twenty percent (20%) of said final allocation shall be distributed to those eligible faculty members selected by the Employer. Recipients may, but need not, be within the department from which twenty percent (20%) of adjusted allocation is utilized for award, pursuant hereto. The Employer may utilize this allocation to supplement awarding among the ranked faculty receiving the initial eighty percent (80%) awarding without regard for relative ranking.
- (3) In any event, a minimum expenditure of forty-eight percent (48%) of each department's initial allocation of pooled merit monies shall be distributed to each department's eligible faculty, and one hundred percent (100%) of the merit pool shall be distributed to the university's eligible faculty.

Example:

- (a) Merit Pool = \$100,000; Eligible Faculty = 250. Department A's Eligible Faculty = 25.
- (b) Initial Allocation to Dept. = \$10,000.
- (c) University Discretionary Reallocation = less \$4,000.
- (d) Department A's Adjusted Final Merit Pool Allocation = \$6,000.
- (e) 80% or \$4,800 in Awards shall be distributed to highest ranked and eligible faculty members).

- (f) 20% or \$1,200 in Awards shall be distributed to any eligible faculty member in any department in the university.

v. **Appeal Process**

- (1) The merit ranking, evaluative selection and awarding process is not grievable pursuant to Article VI, Grievance Procedure, supra. However, the following is appealable to the University Academic Process Review Committee (APRC or “2+2”) whose charge, scope of review and authority is as set out below:
 - (a) Denial of Merit Award for three (3) successive years – and/or
 - (b) Awarding appellant less than the department’s median award for three (3) successive years if appellant is ranked in the top 20th percentile of the Department, and/or
 - (c) Irrational or capricious determination as to merit recipient selection and/or amount of award - and/or
 - (d) Violation of the Program Procedure with substantial prejudice to the appellant established by a preponderance of the evidence.
- (2) The (APRC) charge shall be to determine whether or not there was, as evidenced by a departmentally comparative evaluation of the faculty member’s teaching, scholarship and service, a university established rational basis for the action appealed under (a), (b) and (c) above and/or whether, by a preponderance of the evidence, it is established by the appellant that there has been a violation of the program procedure, resulting in substantial prejudice to the appellant under (d) above. It is the appellant’s burden of proof to establish the merit of his/her appeal.

- (3) The finding of a meritorious appeal by the (APRC) shall result in such redistribution, if any, of the merit step awards, within program limits, that is necessitated by the elimination of the cause giving founded validity to the appeal. The cost of any such redistribution and/or supplemental award shall be charged to the merit pool in effect in the year of finding.
- (4) This appeal process shall be the exclusive process available for challenging merit awarding under the terms of this collective agreement. Any appeals must be filed no later than sixty (60) calendar days following individual notification to the affected members that merit awards have been made.

vi . Additional Considerations – Merit Program

- (1) The recommendations, judgments and determinations of those authorized to make same, concerning merit compensation, are not grievable except as set out for faculty under provision C.4.a.v., Appeal Process, immediately above.
- (2) The Employer covenants to administer the merit program in good faith and with the expediency practicable. The Association covenants to cooperate fully in fostering efficient, effective administration. As departmental pool allocation will likely not match any step award combination exactly, the final funding will be rounded up if there is one half ($\frac{1}{2}$) step (at the average value of a step in the department) or more remaining after formula funding and rounded down if there is less than one half ($\frac{1}{2}$) step remaining after formula funding. Nothing herein requires the university to select a merit recipient based upon a step value that would more closely match allocation to formula awarding, if paid. Finally, it is fully expected that both faculty ranking and Employer award determination will be based upon reasonable judgments that are backed by written rationale for both ranking and awarding.

(a) **Professional Staff Merit:**

- (i). **Salary Matrix** Commencing the first full payroll of July 2006, the forty-three (43) Step matrix shall be expanded to forty-six (46) steps, with a twenty-four month delay at Step 43. Advancement on the matrix will occur only through merit award.

(b) **Merit Award Limits:**

- (i) **Base Salary** – Up to six (6) steps may be awarded to the base salary of an eligible Professional Staff member, each year of the program.
- (ii) **Cash Step Equivalents** – Up to a four (4) step equivalent cash award may be provided to all eligible Professional Staff who have reached the highest Step available in the range for the year of the program in which merit is awarded.
- (iii) **Combination** – A maximum of eight (8) steps, or step equivalents in total, may be awarded in each year of the program to an eligible Professional Staff member at any rank.

Example:

Professional Staff member X is at Step 40 in 2003-2004. In 2004/2005, Professional Staff X may receive up to three (3) steps to base salary and an additional four (4) steps in non-base cash award.

vii. **Merit Pool:**

(July 2003 – June 2004)

The merit pool for Professional Staff shall be set at 1.75% of the eligible Professional Staff as of July 1st of the year of awarding. However, in no event shall the calculation of the

pool be less than \$225,000 or greater than \$255,000. Eligibility toward base calculation shall be defined as all Professional Staff holding a salary range and step, with at least one year of service (as defined above) as of July 1st, of the year of awarding (July 1, 2003).

(July 2004 - June 2007)

The merit pool for Professional Staff shall be set at 1.75% of the eligible Professional Staff salary base as of July 1st, prior to application of the across-the-board increases, for that fiscal year and excluding the base salary of any employee who leaves employment on or before June 30th of the calendar year of the award. This base shall include the salaries of continuing ten-month Professional Staff employees who are otherwise eligible to pool. Eligibility toward final base calculation shall be defined as all Professional Staff holding a salary range and step, with at least one year of service (as defined above) as of July 1st of the year preceding awarding. A Professional Staff member is not eligible for merit consideration unless he/she contributed to the merit pool. The Association shall be provided a draft spreadsheet of the Professional Staff salary base no later than July 15th to review and comment. Thereafter and no later than August 1st, Senior Administration and the Association shall each be provided with a final list.

- (viii) **Merit Awarding Policy and Procedure** – The merit awarding to Professional Staff shall be based upon performance, charted through performance evaluation as set out in Article IX, Professional Staff, B. Evaluations, above.

The procedure is as follows:

- (1) **Allocation Process:** The original distribution of merit pool funds shall be based upon the same percentage of pool funds as the composite base salary of the Senior Administration areas pooled for purposes of Professional Staff merit is to the entire base salary:

Up to twenty-five percent (25%) of the original allocation of funds may at the discretion of the Employer, be moved from one executive level

grouping and distributed to one (1) or more other groupings in final awarding should that result provide a greater correlation between certified performance evaluation and merit award distribution.

(2) **Awarding Process:** Each evaluating supervisor of a Professional Staff member must identify, on the certified, written evaluation, the performance level of the staff member under their supervision. The completed evaluation will then be forwarded to the Department of Human Resources for review, compilation of performance level rankings and distribution of the composite performance level certifications to the Senior Administration for funding determination in accordance with the following parameters:

(a) A minimum of eighty percent (80%) of the merit pool will be distributed in Step or Step equivalent cash awards as set out above and according to the final certified performance levels as follows:

(i) All those identified in Performance Level-1.0-1.99: “Outstanding Performance Mastery of Discipline(s)” will be the first recipients awarded merit from the pool funds. These individuals will not receive lesser awards than those certified at lower performance levels.

(ii) All those identified in Performance Level-2.0-2.99: “Strong Performance Demonstrated Learning toward Mastery of Discipline(s)” will receive a secondary distribution of merit awards from any remaining pool funds. These individuals will not receive lesser awards than those certified at lower performance levels.

- (iii) Those identified in Performance Level-3.0–3.99: “Solid Performance” will receive a distribution of merit awards from any remaining pool funds. These individuals will not receive a lesser award than those certified at lower performance levels.
 - (iv) Those identified in Performance Level-4.0–4.99: “Marginally Acceptable Performance” will receive a distribution of merit awards from any remaining pool funds.
 - (v) All those identified in Performance-Level-5: “Inadequate-Performance Demonstrable Deficiencies” are ineligible for merit award.
- (b) **Evaluation Certification:** The Evaluator’s supervisor must review and concur with the Evaluator’s performance evaluation rating prior to assignment of a performance level and notice to the Professional Staff Member, on or before May 15th.
- (c) A maximum of twenty percent (20%) of the merit pool may be distributed, at the discretion of the Employer, by the President of the University, accompanied by a written rationale for the award to be provided to the Association upon request.
- (d) Payments under this program, following notification to the Association and an award letter corresponding to the recipient, will be made on or before the second full pay period of September following the evaluation of the immediately preceding full fiscal year’s service by the merit recipient.

(e) Final, prepared award roster and accompanying award amounts, broken down by the executive level unit set out above, will be provided to the Association at least one (1) week prior to distribution of the awards.

(3) **Appeals:** There are three (3) appeal avenues available to the Association, either of its own volition or on behalf of a Professional Staff employee. This is the exclusive avenue for challenging the award process pursuant to this Agreement. All appeals must be in writing, identifying both all relevant facts relied on in bringing the appeal and the basis for a finding, credibly meeting the appellant's burden. Any appeal must be filed no later than sixty (60) days following receipt of individual notification to the individual employee, in his/her annual letter, that merit awards have been made.

(a) **Appeal of President's Award**

This appeal may be based only upon an award that holds no rational basis. The burden of moving forward shall be the Appellant's. The burden of providing a rational basis shall be the Employer's.

(b) Appeal of performance certification at least one (1) full level from the level asserted by Appellant as appropriate. This appeal is available to an individual who contends a proper performance certification would result in a distribution necessarily favorable to him/her at one (1) or more full performance levels higher. The burden of proof shall be the Appellant's, demonstrating that the certified rating holds no rational basis, given the credible evidence of performance. The Appellant must also demonstrate that a corrected performance rating would inure to his/her benefit. Each performance level consists of the entire intermediate gradation between each whole

number. For example, an appeal of an evaluation at 4.3 can only be brought where the Appellant contends that the evaluation should have been certified at 3.3 or higher.

- (c) Appeal by the Association, of a prejudicial procedural violation. The burden of proof shall be the Association's concerning both the violation and the prejudicial affect upon one (1) or more employees.

An Appeals Committee, comprised of two (2) members of the non-aligned administrative staff to be selected by the Employer, and two (2) members of the Association represented Professional Staff to be selected by the Association, shall serve two (2) year terms for the purpose of hearing appeals hereunder. The decision of the Committee must be by majority of the Committee and must be in writing, providing explicit rationale for the decision. Failing a majority, the Chair of the Committee shall break the deadlock and create a majority. The Chair of the Appeals Committee shall be selected by the Committee for one (1) year terms to coincide with the performance award process. Absent unanimous selection for Chair from the Committee, the Chair shall be selected for one (1) year terms, starting with an Association selected Committee member succeeded by an Employer selected Committee member and alternating annually thereafter.

The Appeals Committee shall be limited in award authorization or repeal to a maximum of two (2) steps for each individual Appellant. The awarding of additional steps to an Appellant, not offset by repealed steps, will result in a dollar for dollar decrement in the succeeding merit pool, further indexed by any across-the-board adjustment to the awarded step value in the succeeding year.

The maximum number of appeals that may be filed in one performance period is twenty-five (25).

(4) **Academic Administrator's Merit.** The Academic Administrator Merit Program (Program) governed by this Agreement shall consist of a step award program to base faculty salary, utilizing the salary step matrix appropriate to the professional rank of the Academic Administrator. This Program shall consist of the following parameters:

(a) **Annual Award:** Each year that a faculty member holds an Academic Administrator position, recognized as such by the Employer pursuant to this Agreement, and has at least one (1) full year in the position, the range and step status of the Academic Administrator shall subject to salary ceilings set forth herein be adjusted by two (2) steps on the faculty salary matrix. This salary matrix adjustment shall be imputed to the faculty salary such that there is no adjustment in total salary received.

(b) **Discretionary Award:** Each year that a faculty member holds an Academic Administrator position recognized as such by the Employer, pursuant to this Agreement, and has at least one (1) full year in the position, the Academic Administrator's faculty salary may be adjusted by as much as four (4) additional steps to base pay on the faculty salary matrix. This award will be recognized in a dollar for dollar adjustment to the overall salary of the Academic Administrator for the year of award.

(c) **Eligibility (One Full Year) Defined:** At least one (1) academic year of faculty service and one-half (1/2) fiscal year of supervisory/administrative service, immediately preceding the year of award,

are prerequisite to participation in the Program. Faculty with one (1) or more years of faculty service and less than one-half (1/2) of one (1) year of service as an Academic Administrator will be eligible for and participate in the Faculty Merit Program in accordance with parameters set out in C., Compensation Plan, 4., Merit Program (Policy and Procedure), a., Faculty Merit above.

(d) Ranking and Awarding Process:

(July 2003 – June 2005)

Each year, on or before September 1st of the year of award, the university Deans shall rank order performance (highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to him/her in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before October 1 of the year of the award.

(July 2005 – June 2007)

Each year the merit pool for Academic Administrators' faculty salaries will be set from year-to-year but not less than 1.75% of the eligible Academic Administrators' faculty salary base as of the last full pay of the academic year preceding awarding. For pooling purposes, Academic Administrators' faculty salary base shall include all Academic

Administrators appointed prior to January 1st of the pooling year but exclude: (a) those with employment agreements which precludes their eligibility to be placed on range and step by July 1st of the calendar year of award; and (b) those who are no longer holding Academic Administrator status as of the second full pay in September. An Academic Administrator is not eligible for merit consideration unless he/she contributed to the merit pool. The Association shall be provided a draft spreadsheet of the Faculty salary base no later than June 15th. No later than October 1st, Deans and the Association shall each be provided with a final list in order to rank performance as set forth herein. (Highest performance is #1) with written rationale attached, for all Academic Administrators entrusted to their supervisory stewardship and forward the rank ordered roster and accompanying rationale to the Provost. The Provost shall review the rankings and accompanying rationale, consolidate the ranked rosters and slot all Academic Administrators reporting directly to him/her in determined order of relative performance without altering that rank ordering among those ranked by the Deans. The Provost will then, in consultation with the Deans, determine the amount to be awarded to each participant and direct payment accordingly on or before the first full pay of December of the year of the award.

- (e) **Appeal Procedure:** An Academic Administrator denied merit award may, as an exclusive avenue for redress under this Collective Bargaining Agreement, file an appeal with the President of the University. Any appeal must be filed no later than sixty (60) days following receipt of individual notification to the affected members that merit awards have been made.

The sole basis for appeal shall be that the denial of merit award was without a rational basis, given the demonstrated record of performance. The President will consider the appeal and make a determination within thirty (30) days of receipt of the appeal. The Appellant carries the burden of demonstrating that the denial of merit held no rational basis and is responsible for providing (or identifying where unavailable to him/her) all evidence in support of this contention.

If the President determines to hold a meeting to discuss the appeal, within the initial thirty (30) day period, the time limits in which to respond will be extended for an additional thirty (30) days following the meeting.

The decision of the President will be final and binding.

D. Fringe Benefits

1. The Employer shall provide travel support for travel to meetings of scholarly and professional organizations or such other travel as is necessary in support of scholarly or professional activities.

2. **Health Benefits Program**

The State Health Benefits Program, health and medical, prescription, and dental, is applicable to employees by this Agreement and the University agrees to continue to participate in the State Health Benefits Program unless or until it is modified in a successor agreement. Changes in benefits or open enrollment periods adopted by the State Health Benefits Commission 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. A summary of changes are available from the Department of Human Resources or on the State Health Benefits web site; www.state.nj.us/treasury/pensions/shbp.htm

3. **Eye Care Program**

It is agreed that NJIT shall continue the Eye Care Program during the period of this Agreement unless or until it is modified in a successor Agreement. Changes in benefits adopted by the Board of Trustees of NJIT

shall apply to employees represented by the union. A summary of changes are available from the Department of Human Resources.

4. Deferred Compensation

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

E. Professional Conditions

1. A member of the negotiating unit may pursue outside activities in accordance with the guidelines expressed in the New Jersey Institute of Technology Faculty Handbook and appropriate State and Federal regulations and official conflict of interest policy.
2. Members of the negotiating unit are permitted to review their University file upon request of written application to the Department of Human Resources. They may forward material for inclusion in their university file; however, only material reasonably expected to contribute to the administration of the university will be included.
 - a. Material which is derogatory will not be placed in the university personnel file unless the employee has been afforded an opportunity to review it and attach any comment he/she may desire. If the employee does not attach such comment to the document after having been given the opportunity to do so, a statement to that effect shall be affixed to the document.
3. Notice will be given internally, by the Employer, of any vacancy prior to any general advertisement of the vacancy.

F. Parking

1. Fees (Regular Privileges)

- a. July 1, 2003 to December 31, 2004
All parking (except grandpersoned spaces) at all available locations, including NJIT's parking deck, shall be on a first come, first served basis following registration of a bargaining unit member's motor vehicle, entitling him/her to parking privileges. The fee shall be One Hundred and Seventy-Five Dollars (\$175.00) per semester for all faculty requiring regular parking privileges.

All parking fees for non-faculty members of the bargaining unit are according to the following scale:

Base Salary of \$0 - \$26,500 pays \$50 per semester.
Base Salary of \$26,500.01 - \$31,800 pays \$75 per semester.
Base Salary of \$31,800.01 - \$42,400 pays \$100 per semester.
Base Salary of \$42,400.01 - \$53,000 pays \$125 per semester.
Base Salary of \$53,000.01 - \$63,600 pays \$150 per semester.
Base Salary of at least \$63,600.01 pays \$175 per semester.

b. January 1, 2005 to June 30, 2005

All parking fees for all bargaining unit members are according to the following scale:

Base Salary of \$0 - \$26,500 pays \$50 per semester.
Base Salary of \$26,500.01 - \$31,800 pays \$75 per semester.
Base Salary of \$31,800.01 - \$42,400 pays \$100 per semester.
Base Salary of \$42,400.01 - \$53,000 pays \$125 per semester.
Base Salary of \$53,000.01 - \$63,600 pays \$150 per semester.
Base Salary of \$63,600.01 - \$74,200 pays \$175 per semester.
Base Salary of at least \$74,200.01 pays \$185 per semester.

c. July 1, 2005 to June 30, 2006

All parking fees for all bargaining unit members are according to the following scale:

Base Salary of \$0 - \$26,500 pays \$50 per semester.
Base Salary of \$26,500.01 - \$31,800 pays \$75 per semester.
Base Salary of \$31,800.01 - \$42,400 pays \$100 per semester.
Base Salary of \$42,400.01 - \$53,000 pays \$125 per semester.
Base Salary of \$53,000.01 - \$63,600 pays \$150 per semester.
Base Salary of \$63,600.01 - \$74,200 pays \$175 per semester.
Base Salary of at least \$74,200.01 pays \$195 per semester.

d. July 1, 2006 to June 30, 2007

All parking fees for all bargaining unit members are according to the following scale:

Base Salary of \$0 - \$26,500 pays \$50 per semester.
Base Salary of \$26,500.01 - \$31,800 pays \$75 per semester.
Base Salary of \$31,800.01 - \$42,400 pays \$100 per semester.
Base Salary of \$42,400.01 - \$53,000 pays \$125 per semester.
Base Salary of \$53,000.01 - \$63,600 pays \$150 per semester.
Base Salary of \$63,600.01 - \$74,200 pays \$175 per semester.
Base Salary of at least \$74,200.01 pays \$205 per semester.

- e. Salaries are calculated as of June 30th of each year of the ensuing Fall Semester and December 31st of each year for the ensuing Spring Semester.
- f. There shall be no increase in parking fees during a semester. Promotions, reclassifications or other salary modifications during a semester shall not affect the fee attributable to an income category once the semester commences.

2. Fees (Daily Pay Privileges)

The University provides a pay as you park lot and/or system that is intended for and will accommodate the occasional user of parking privileges at the university in accordance with a fee schedule that is mutually agreeable to the Association and the university and at a rate no less than Four (\$4.00) Dollars per day and no greater than Six (\$6.00) Dollars per day, and utilization parameters that are economically viable and not undermining of the regular parking program.

3. Grandperson Space

- a. A listing of formerly identified reserve space parking permit holders shall be retained in duplicate by NJIT and the PSA for entitlement to priority parking lot designation should parking congestion increase dramatically in the future. Faculty and Staff Lots shall be identified.
- b. For all bargaining unit members who share a grandpersoned space, there shall be only one parking fee paid for the space, provided that only one member uses university parking facilities on a given day.

ARTICLE XIV

TRAVEL REIMBURSEMENT FOR OFF-CAMPUS TEACHING

For the term of this Agreement the following travel allowance shall be paid to those bargaining unit faculty participating in off-campus teaching on behalf of NJIT:

- A. Five Hundred and fifty dollars (\$550) per semester for each course assignment greater than fifteen (15) miles one way, from NJIT but less than thirty (30) miles, one way, from NJIT.

B. One Thousand, seventy-five dollars (\$1,075) per semester for each course assignment at least thirty (30) miles, one way, from NJIT but less than sixty (60) miles, one way, from NJIT.

C. One Thousand, Six Hundred dollars (\$1,600) per semester for each course assignment at least sixty (60) miles, one way, from NJIT.

D. Additionally, unusual, out-of-pocket, necessary expenses, such as cost of overnight accommodations where inclement weather precludes travel, will, upon providing receipt(s) therefore, and up to Two Hundred and fifty dollars (\$250) per semester, be reimbursed by NJIT.

E. To the extent practicable, a faculty member teaching at an off-campus site will not be assigned on campus teaching duties the same day, unless mutually agreeable to the faculty member.

F. The remuneration provided for under this Article is intended to accommodate both additional costs and inconvenience reasonably associated with directed travel that is further from the faculty member's personal residence than NJIT. Where the faculty member's personal residence is closer to the off campus teaching site than to NJIT, and where the faculty member teaching off campus is not also scheduled to teach at NJIT on the same day, this provision is not applicable. Where significant professional inconvenience can be demonstrated by an unusual set of circumstances where this article's travel stipend does not apply, yet an economic injustice to a faculty member is caused by the administration of this policy, the matter may be referred to the Joint Advisory Committee for review as to whether a special accommodation should be afforded. Accommodations will only be afforded where the spirit of the article would be more accurately served thereby.

ARTICLE XV

JOB ACTION

The Association agrees that it will refrain from any unlawful act such as strike, work stoppage, slow down, or other job action during the life of this contract and will eschew any threat, encouragement, support, or condoning of any such job action.

ARTICLE XVI

JOINT PSA/AAUP AND NJIT ADVISORY COMMITTEE

A Joint Advisory Committee, consisting of representatives of the Employer and Association shall be formed and maintained for the purpose of conferring over joint interests and concerns other than grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Association for such a meeting will be made to the Vice President of Human Resources.

Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) Professional Staff representatives of the Association may attend such meetings.

Additionally, an ongoing priority agenda for at least quarterly meetings, discussion and review shall consist of the following issues:

- A. Faculty Load assignment, progress toward and maintenance of the nominal load and its complement of scholarship and service.
- B. Conflicts of Interest Procedures.
- C. Distance Learning Policy & Procedure.
- D. Retirement contributions from authorized grants in accordance with grant parameters, TIAA-CREF parameters and State regulation.

Provisions B., C. and D. are submitted to standing committees which are charged by the Employer and the Association with submitting formal recommendation for adoption within one (1) year of ratification of this Agreement.

ARTICLE XVII

GENERAL

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.

B. 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 the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

C. Within thirty (30) days or as soon thereafter as possible after the ratification and signing of this Agreement by both parties, copies of this Agreement shall be printed by the Employer, who will deliver one hundred (100) to the Association for their office use and will arrange distribution of one copy per Association member, to all members of the bargaining unit now employed at the university who request same from the Department of Human Resources. Additionally, the Agreement shall be made available upon the Department of Human Resources website: http://www.njit.edu/human_resources/divisions/labor/contracts.php. Distribution to new members of the negotiating unit shall be effected by the Employer at the time of personnel processing.

D. Release Time - Association Business

1. The Association President shall be entitled to three (3) credit hours of release time per semester for legitimate Association business, each year of this Agreement. The entitlement is available in both fall and spring semesters but is not cumulative year to year.
2. The Association shall be further entitled, in each year of this Agreement, to an additional six (6) credit hours total (per semester) of release time for allocation to Association designated faculty for purposes of engaging in legitimate Association business. Allocation must be in at least one (1) credit hour increments per semester. The entitlement is available in both fall and spring semesters but is not cumulative beyond the year in which allocation accrual reaches three (3) hours.
3. The Association shall be entitled to a total of twelve (12) days per year for allocation to Professional Staff members to attend conferences and/or educational seminars. Utilization is subject to prior request of, and approval from, the relevant bargaining unit member's supervisor, and it will not be unreasonably denied. These days are not cumulative year to year.

E. Office Space

The Association shall be afforded an office space on the main campus of the university.

ARTICLE XVIII

DURATION

This Agreement shall become effective July 1, 2003 and shall terminate as of June 30, 2007.

Signed this ___ day of _____, 2005.

For the Professional Staff Association,
Inc./AAUP:

For the Employer:

Robert Dresnack, Chief Negotiator

Holly C. Stern, Chief Negotiator

Eugene Golub, President PSA

Robert Lynch,
Negotiating Team Member

Roberta Hartlaub,
Negotiating Team Member

Kevin McDermott,
Negotiating Team Member

Scott Kline,
Negotiating Team Member

Manny Perez,
Negotiating Team Member

Michelle Tellefsen,
PSA/AAUP Representative

Gail D. Weiner,
Negotiating Team Member

Theodore T. Johnson,
Negotiating Team Member

Connie J. Sutton-Falk,
Negotiating Team Member

Thomas Blake,
Negotiating Team Member

Fadi Deek,
Negotiating Team Member

Urs Gauchat,
Negotiating Team Member

Stephen Seidman,
Negotiating Team Member

Mark Somers,
Negotiating Team Member

APPENDIX A

REFERENCE TO 1977 – 1979 AGREEMENT

Faculty Rights and Responsibilities as referenced in the 1977-79 Agreement.

A. The following matters may be grieved up to and including Step 3 but shall not be subject to the arbitration provisions of this Agreement unless and until special legislation is passed providing for such arbitration.

1. The Employer agrees to involve the faculty, through faculty governance, in the development of proposals for possible restructuring of the University.

2. The President of the University shall consult with the Faculty Council prior to any planned substantial change in the number of tenured personnel or the percentage of tenured personnel based on the number of full-time teaching lines and shall give serious consideration to any disagreement expressed.

APPENDIX B

ADMINISTRATIVE DELETION

Any Professional Staff member of the bargaining unit, who had just cause protection pursuant to previous contract between the Professional Staff Association and the University, and who have been deleted from the bargaining unit shall not be terminated without just cause. Where the University terminates such former member of the bargaining unit for just cause, that action can be grieved through a grievance procedure similar to that existing between the Professional Staff Association and the University.

APPENDIX C

SALARY GUIDE - STEP PROGRESSION TABLE

2003/2004 – 2006/2007

Rank	Maximum Merit Steps Base (See Page	Maximum Merit Steps Cash* for Text)	Maximum Combined Award
Professional Staff	6	4	8
Assistant Professor	6	4	8
Associate Professor	6	4	8
Professor	6	4	8
Distinguished Professor	6	4	8

*Cash award(s) are available when an Association member has reached the maximum base limitation for that awarding year.

APPENDIX D

NJIT/PSA SALARY MATRICES

I. Faculty and Professional Staff

II. Professional Staff

III. Faculty

APPENDIX E

LETTER OF UNDERSTANDING OFF CAMPUS/IRREGULAR HOURS

Cognizant of the need for certain programmatic scheduling of weekend and/or evening classes and/or off-campus instruction, faculty may be assigned such classes, from time to time, with the following caveats:

A. Faculty and bargaining unit instructional staff hired from July 1, 1993 and thereafter shall be informed of the potentiality for weekend, evening and/or off-campus instruction and shall be assignable without limitation.

B. The employer will accept qualified volunteers from among the faculty in the subject discipline and familiar with the course(s) to be taught.

C. Unilateral assignment of such evening and weekend class(es) shall continue to respect statement(s) relative to parameters as set out in the Faculty Handbook with respect to tenured faculty.