
OPEIU AGREEMENT

July 1, 2007— June 30, 2011

Agreement Between:

NEW JERSEY INSTITUTE OF TECHNOLOGY

and

LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

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NJIT/OPEIU AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer or NJIT, and Local 32, Office of Professional Employees International Union, AFL-CIO, hereinafter referred to as the Union, this 13th day of August 2007.

ARTICLE I

RECOGNITION

A. The employer recognizes the Union as the sole and exclusive negotiating agent for the purposes of negotiating terms and conditions of employment for:

All regular full-time and part-time white-collar employees employed by New Jersey Institute of Technology, in the positions listed under Appendix A attached hereto and included herein by reference, but excluding all teaching personnel, employees with academic rank, professional staff employees not listed on Appendix A, confidential employees, managerial executives, supervisors within the meaning of the act, police employees, craft employees, part-time employees working normally nineteen (19) hours or less per week, student employees, employees assigned to The Council of Higher Education in Newark (CHEN), and employees represented in all other collective negotiations units.

B. The inclusion of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Agreement unless the substance of the provisions describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for such programs or coverage under provisions of this Agreement, appropriate pro-rations will be made in accord with their part-time status. Nothing in this Article shall be construed to limit the Union's right to propose changes to the terms and conditions of employment of part-time employees represented by the Union unless such are regulated by law.

C. Temporary Employees shall be entitled to those benefits determined by law, but shall not be members of the bargaining unit for which the Union is recognized as the sole and exclusive negotiating agent nor shall such employee be entitled to any benefits or protection provided by the Agreement. A Temporary Employee is defined as an employee on the university payroll who is hired to work temporarily.

D. Whenever new job titles are created, the Employer will assign the title a bargaining unit designation. If appropriate, the Employer will notify the Union in writing of such designation. If requested in writing, the Employer will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussion, the

dispute shall be submitted to the Public Employment Relations Commission for resolution, consistent with its rules and regulations relating to unit determination.

ARTICLE II

NEGOTIATION PROCEDURE

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

B. The parties agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively, in an orderly manner, in an effort to resolve such impasse.

ARTICLE III

NON-DISCRIMINATION

There shall be no unlawful discrimination by NJIT or the Union against any employee because of race, color, sex, sexual orientation, religion, age, marital status, national origin, or disability. There will be no discrimination by NJIT or the Union against any employee because of membership or non-membership in the Union.

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 conditions 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 and modified by this Agreement.

C. The Employer retains its responsibility to promulgate and enforce the rules and regulations, subject to limitations imposed by law, governing the conduct of and activities of employees not inconsistent with the expressed provisions of this Agreement.

ARTICLE V

DUES DEDUCTION

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-

15 9e, as amended) the Employer agrees to deduct the Union Dues and regular assessment of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

B. The right of the Dues deduction for any employee in the bargaining unit shall be limited to the Union and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

C. The amount of the Union Dues shall be such amount as shall be certified to the Employer by the Union at least thirty (30) days prior to the date on which deductions of Union Dues are to begin.

D. The deductions of Union Dues made from each of twenty-four (24) paychecks out of an even twenty six (26) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15) day of the calendar month succeeding that in which such deductions are made, together with a list of names of Union members from whose pay such deductions were made.

E. The Union agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claims arising out of such deduction and the Union assumes full responsibility for the disposition of any such funds once they have been turned over to the Union as provided.

F. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

G. Representation Fee (Agency Shop)

1. Purpose of Fee

- a. Subject to the conditions set forth in b. below, all eligible non-member employees in this unit will be required to pay to the majority representative a Representation Fee in lieu of Dues for services rendered by the majority representative until June 30, 2011. 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 Union that more than 50% of the eligible employees in the negotiating unit are Dues paying members of the Union.

If at the signing of this contract the above percentage has not been achieved, the Agency Fee Plan will not be implemented. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1,

July 1 or October 1, the Agency Fee Plan shall be implemented by the next quarterly date with proper notice to the affected employees.

In each year of the contract 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 Union will notify the Employer in writing of the amount of regular membership Dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the Representation Fee for that contract year. Any changes in the Representation Fee structure during the contract year shall be in accordance with G. above.

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

3. Deduction and Transmission of Fee

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

The mechanics of the deduction of Representation Fees and the transmission of such Fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership Dues to the Union.

The Employer shall deduct the Representation Fee as soon as possible after the tenth (10th) day following re-entry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from Leave without pay, and for previous employee members who become eligible for the Representation Fee because of non-member status.

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 only shall be available to the Union if the procedures hereafter are maintained by the Union.

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

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

The Union shall submit a copy of the Union review system to the Employer. The deduction of the Representation Fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

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

ARTICLE VI

RIGHTS OF THE UNION

A. Union representatives who are not employees of NJIT shall be permitted to transact Union business on the Employer's property at all reasonable times during the period of time NJIT is normally open, providing they first report to the Department of Human Resources in order that the department which they wish to visit can be notified and they do not interfere or interrupt normal university operations or the work of any individual employee or group of employees.

B. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official Union business. In the selection of locations for posting, priority shall be granted to those locations with the greatest public exposure and intended employee utilization. To the extent practicable, there will be posting allowed in at least four (4) buildings. Buildings where posting will be allowed where bulletin board space is available are, the East Building, Cullimore Hall, West Building, ITC, Faculty/Tiernan, the Student Mall and the Public Safety Department. Except where express permission is granted by the Senior Vice President for Administration and Treasurer, bulletins will be removed after the announced event or after two (2) weeks of posting, whichever occurs first.

C. Stewards shall be designated in specific, geographic areas. Names of employees selected to act as Chief Steward and stewards, their areas of responsibility, the total number of stewards and the names of other Union representatives who represent employees shall be certified in writing to the Employer by the Union. The Chief Steward or designee shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a Grievance and/or to discuss the Grievance with the employee's supervisor, and to discuss and adjust Grievances with the Employer. Stewards shall not leave his/her work without first obtaining permission of his/her supervisor, which permission shall not be unreasonably withheld. In certain limited situations, when specifically requested by the Chief Steward (or his/her designee) or the Vice President of Human Resources (or his/her designee), it may be advantageous to grant stewards other than the Chief Steward or designee release time during the workday to investigate alleged Grievances, and release time for such purpose shall not be unreasonably withheld. Such release time shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a Grievance hearing.

D. The Employer agrees to submit to the Union and Chief Steward each month, a list of new employees eligible for the bargaining unit and their job classification. The Chief Steward or other Union representative may meet, on a weekly basis, with the proper Department of Human Resources representative in order to receive a list of new hires and their job classification.

E. The Employer agrees to send copies of job postings, changed assignments,

promotions, demotions, disciplinary actions and reclassification actions effecting members of this negotiating unit to the Union and Chief Steward.

F. The Employer agrees to recognize those members of the negotiating unit not to exceed eight (8) who are designated by the Union as Union representatives for collective negotiations by written notice of the names of such members of the negotiation 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. The Union recognizes that this release time is significant and commits to request release of less than the full contingent of representatives when the issues not relevant to the entire unit are being discussed. Further, the Union recognizes that negotiating during regular work hours may not be prudent and therefore discontinued when negotiations are protracted.

ARTICLE VII

LABOR/MANAGEMENT COMMITTEE

A Labor/Management Committee consisting of the Employer and Union representatives may meet for the purpose of reviewing matters of general interest 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 Union for such a meeting will be made to the Vice President of Human Resources. Any claims of harassment may be the subject of a Labor/Management meeting. 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) employee representatives of the Union may attend such meetings.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

A. Disciplinary actions or measures shall include only the following:

Oral reprimand, written reprimand, suspensions with notice given in writing and discharge.

B. Except as set out in E. below, any disciplinary action or measure imposed upon a non-probationary employee may be processed as a Grievance through the regular Grievance Procedure.

C. The Employer shall not discharge any non-probationary employee without just cause. Any such employee who is suspended or discharged may file a Grievance at the Third Step of the Grievance Procedure and the matter shall be handled in accordance with this Procedure through the final appeal step, if such is deemed to be necessary by either party.

D. If a non-probationary employee is to be discharged he/she shall be initially suspended without pay for a five (5) workday period with notice to his/her Steward and the Union in order that such discharge may be processed as a Grievance if the employee desires. Under no circumstances shall such suspension be considered a separate disciplinary action but shall merely be utilized for the Grievance activities of the Union prior to formal discharge.

E. The following enumerated conduct each independently constitutes just and sufficient cause for serious discipline of an employee, up to and including termination. (For Public Safety Officers, the conduct constitutes cause for termination and absent extraordinary circumstances mitigating the impropriety of the conduct, termination will not ever be too severe an action by the Employer.

1. Entrance, without formal express authorization, into any restricted area within the university premises. Restricted areas include private offices or other private work areas, any common area that is off-limits to the general university constituency without authorization, or any locked or otherwise secured area of the university.
2. Unauthorized use of equipment, supplies or any other property belonging to the university or any of its agents or employees, after entering into and located in an unauthorized and restricted area, as set out above. This includes, by way of illustration only, telephones, facsimile machines, copy machines or computing equipment.
3. Use of telephone access code not formally assigned to the employee unless express authorization is provided.

The only grievable or otherwise contestable issues under this provision is whether the offense cited in E.1, E.2, or E.3 above was, in fact, committed by the charged employee and whether, if committed, there are mitigating factors such that termination is too severe.

F. Failure of an employee to return to work following the exhaustion of his or her authorized leave(s) shall be deemed just cause for termination of employment, without the necessity of the employer to demonstrate that the employee intended to abandon his or her employment.

1. This paragraph shall not be deemed to prevent an employee from requesting an unpaid leave of absence as a reasonable accommodation under the Americans with Disabilities Act or the Law Against Discrimination, provided that the employee fully cooperates with the Department of Human Resources in providing such medical information as is necessary to make a determination as to whether the medical condition qualifies as a disabling condition under applicable law, and whether an unpaid leave is a reasonable accommodation to such condition.

2. Any application for an unpaid leave of absence shall be governed by the provisions of Article XX (Extraordinary Leaves of Absence).

ARTICLE IX

GRIEVANCE PROCEDURE

A. Except as expressly restricted under Article VIII, Discipline and Discharge, above, any member of the negotiating unit, or the Union on behalf of any member of the negotiating unit, may appeal the interpretation, application, or alleged violation of policies or agreements in writing affecting him/her providing he/she alleges he/she has suffered harm and personal injury without just cause.

B. Failure of a grievant to meet any of the calendar limitations stipulated in the Procedures below will constitute a waiver of his/her rights to claim Grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any Step in the Grievance Procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available Step in that Procedure. It is understood, 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 university administration.

C. Procedure for Handling Grievances

1. Informal Conference

A grievant shall first discuss his/her Grievance informally with his/her immediate supervisor. The grievant may, at his/her option, be accompanied by a Steward or other Union representative.

2. Step One

- a. Within fifteen (15) calendar days 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, submit in writing to the Vice President of Human Resources the facts of the Grievance and the desired adjustment. Time which begins after the written Grievance is submitted may be mutually extended by the parties only in writing. The Union shall be notified by the Vice President of Human Resources, or his/her designee within the Department, in the event the grievant is not represented by the Union and a representative shall have the right to be present at this time and all subsequent Steps in the Grievance Procedure and to present the position of the Union.

The Vice President of Human Resources or his or her designee as determined by the Vice President shall act as a Hearing Officer. Within ten (10) calendar days after designation by the Vice President of Human Resources, but no later than twenty (20) calendar days following receipt of the written Grievance, the Hearing Officer shall meet with the grievant and his/her Steward in an effort to resolve the Grievance. The Hearing Officer shall indicate his/her disposition of the Grievance to the grievant and to the Union, in writing, within ten (10) calendar days of said meeting. A copy of the disposition shall be forwarded to the Vice President of Human Resources if he or she elects not to hear the grievance directly.

3. Step Two

If the grievant remains unsatisfied after Step One and the alleged Grievance involves a specific violation of the written Agreement and the Union desires to institute arbitration proceedings, it must, within fourteen (14) calendar days of receipt of the Step One reply, give proper notice to the New Jersey Public Employment Relations Commission with a copy both to the Vice President of Human Resources and the General Counsel. Such arbitration proceedings shall be in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

4. The decision of the Arbitrator shall not in any manner cause anything to be added to or subtracted from this Agreement or any policy of the Employer. The award shall be final and binding on the parties.
5. Fees and expenses of the Arbitrator, if such occur, shall be shared equally by the Employer and the Union. Only with prior written agreement of the parties shall any other expense or fee contained in the Grievance Procedure be shared.
- 6.. The Employer will give written notification to the Chief Steward of all Grievance meetings or hearings beginning with Step One for all employees in the bargaining unit. The Chief Steward shall also be sent copies of all Grievance answers.
7. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing Steps of the Grievance Procedure. In the event it is necessary to require the attendance of other employees during regular working hours at the Step Two meeting, such employees shall not lose pay for such time.

ARTICLE X

CHILD CARE PROGRAM

The Child Care Program will be the subject of continuing review and recommendations for the improvement of the Child Care Program at the university. This review shall occur as a periodic item on the agenda for the Labor/Management Committee set out in Article VII, Labor Management Committee.

ARTICLE XI

SENIORITY

A. Recognition

1. New bargaining unit employees shall serve a probationary period of 120 calendar days during which they may be discharged without recourse of the Grievance Procedure. Effective the 121st day of employment, such employee shall be added to the seniority roster with his/her seniority date effective the date of hire.
2. Seniority is university service based. Part-time employees in the bargaining unit shall earn seniority service credit at the rate of one-half (½) day of service credit for each day in active employment of less than a full regular shift. Part-time employees who work full daily shifts but not a full five (5) day work week shall earn seniority service credit on the basis of one (1) day credit for each day worked or on paid, excused Leave while in active employment status. Full-time employees in the bargaining unit shall earn seniority service credit at the rate of one (1) day of service credit for each day in active employment or on paid, excused Leave from employment but remaining in active employment status. Employees who become members of the bargaining unit after serving in a temporary service capacity for at least a ten (10) consecutive month period, shall earn seniority service credit commencing with the date of bargaining unit recognition.
3. The continuous service record of an employee shall be broken upon termination of employment by voluntary Resignation, discharge for just cause, Layoff of over 18 calendar months, Retirement or death. In any of such events, seniority status shall be terminated.
4. On July 1st of each year or upon request, the Department of Human Resources shall furnish the Union with a seniority list showing the continued service of each employee. Finally, whenever a Layoff is planned an updated seniority list shall be prepared and sent to the Union. A copy of said seniority list shall be made available for inspection to the

local Union at any time and upon advance request by the Union to a bargaining unit member. Questions pertaining to seniority shall be forwarded to the Department of Human Resources for compliance herewith.

B. Application

1. Layoff

- a. If a reduction in force is necessary, Layoffs shall take place within a designated department or job classification in the inverse order of the date of hire into the job classification.
- b. The Employer shall simultaneously provide the Union and the employee(s) concerned at least two (2) weeks notice of Layoff. The Union may request and have scheduled a meeting with the Vice President of Human Resources or his/her designee to discuss possible alternatives; however, the final discretion rests with the Employer.
- c. When an employee is scheduled for Layoff due to reduction or reorganization in the workforce, prior to any bumping permitted pursuant thereto, the employee shall be considered for transfer into a vacancy if one exists and if determined qualified by the Employer, transferred into said vacancy. Transference into the vacant position carries a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee's performance but no earlier than sixty (60) days into the probationary period it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off. Existence of the probationary period satisfies the notice of Layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.
- d. When an employee is scheduled for a Layoff due to a reduction or reorganization in the workforce, he/she shall be permitted to exercise his/her seniority rights to replace (bump) an employee with less seniority provided the employee with greater seniority is qualified to perform the work and provision c. above has been followed, if

applicable.

- i. For purposes of this Agreement “qualifications” shall be determined by the Employer. However, the Union may discuss any questions of “qualifications” with the designee of the Vice President of Human Resources and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.
- ii. Bumping is permitted upward, laterally or downward. Qualifications review of a bumping applicant shall begin with the least senior held position in the classification of the bumping applicant and proceed to the next least senior held position in that classification until an actual bumping is accepted by the Employer, or the five (5) least senior positions are exhausted. In the event of failed bumping into the same classification from which laid off, a bumping applicant shall be entitled to qualifications review of the first to fifth least senior held positions in another classification. No employee may be bumped more than once during any fiscal year.
- iii. An employee successfully exercising his/her bumping privileges pursuant hereto, shall serve a ninety (90) day performance based probationary period. During said period, if the Employer is not satisfied with the probationary employee’s performance, but not earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off. Existence of the probationary period satisfies the notice of Layoff requirement. Nothing herein waives or modifies the right of the Employer to terminate an employee for just cause at any time. Discharge during the probationary period is not grievable.
- iv. An employee exercising bumping privileges shall be limited to one (1) placement and no position shall be subjected to more than one (1) bumping

during any period of Layoff. For example, should position X in Department A experience employee displacement due to contractually authorized bumping, position X is thereafter exempt from bumping eligibility for the duration of the defined period of Layoff(s). For purposes of the remaining term of the controlling Collective Bargaining Agreement and this provision, there shall be two (2) defined periods of Layoff. The first period shall incorporate any and all Layoffs enacted from July 1, 2007 through June 30, 2009. The second period shall incorporate any and all Layoffs enacted from July 1, 2009 through June 30, 2011.

- v. The members of the unit so laid off and thereafter electing to exercise their bumping rights must notify the university of said election within one (1) business day following formal notification of Layoff.
- vi. Salary Range and Step placement for an employee successfully exercising the contractually authorized bumping privilege shall be as follows:

(1) Bumping to Same Salary Range Position

No change.

(2) Bumping to Lower Range Position

The employee should be placed at the same or nearest higher Step on the new Salary Range from that Step occupied prior to Layoff, if available in the Range. If not available within the Range, then the employee shall be placed at the closest Step available within the Range.

(3) Bumping to Higher Range Position

The employees shall be placed at the same or nearest higher Step on the new Salary Range from that step occupied prior to Layoff.

- vii. For purposes of determination and implementation of university Layoff(s) and seniority and

qualification driven bumping only, all formally recognized OPEIU Stewards shall be considered the most senior employees in the bargaining unit. Among and between said Stewards actual seniority ranking shall control if and when the election to exercise superior seniority status amongst and between said Stewards is necessary.

- viii. The parties hereto commit to work together toward minimization of departmental, university and bargaining unit disruption caused by implementation of the contractually authorized Layoff and bumping scheme.

2. Recall

- a. The Recall period shall be for twelve (12) calendar months from the date of original Layoff.
- b. For the period of Recall, employees laid off from their positions shall be entitled to Recall, by seniority, to the job classification within the department from which originally laid off. Additionally, for the period of Recall, employees laid off from their positions shall be eligible for probationary Recall into any job classification, regardless of department, however, for Recall to any position other than the position from which originally laid off, the employee must first be considered qualified to perform in the position to which Recall is desired and second must serve a ninety (90) day performance based probationary period, during which time the employee may be discharged without resort to the Grievance Procedure. During said period, if the Employer is not satisfied with the probationary employee's performance, but no earlier than sixty (60) days into the probationary period, it will then place such employee on Layoff. An employee thus laid off shall remain entitled to Recall for the remainder of the Recall period but shall not be entitled to bump again unless recalled and he/she successfully completes the associated probationary period after which he/she is again laid off.
- c. Employees laid off, pursuant to this Agreement, shall retain, in addition to the twelve (12) month Recall potential, only those contractual benefits required by law.
- d. All employees on the Recall roster must be recalled to their former jobs, if reinstated, prior to the hiring of new

employees into such positions.

- e. Employees recalled or offered Recall review pursuant hereto must accept the position or review within ten (10) calendar days of notice thereof by the Employer or they shall be removed from the Recall roster permanently. Notice herein shall be effective three (3) business days following posted mailing by both certified and regular mail of Recall or Recall review or by actual, personal or telephone notification to the subject employee, whichever first occurs.
- f. Employees who have accepted a position with the Employer on Recall must, in any event, return fully to the position within ten (10) calendar days of acceptance or they shall be removed from the Recall roster permanently.

ARTICLE XII

JOB DESCRIPTIONS

The Employer shall provide to the Union job descriptions for all jobs in the bargaining unit.

ARTICLE XIII

TRAINING

A. The Employer shall continue to offer training programs of proven worth which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. The Employer shall continue to provide training it deems necessary when new equipment, policies or procedures are introduced. Such offering may be regulated or limited by availability of funds or other factors.

B. When in-service or out-service training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the Employer; the potential of an employee to benefit by the training and to contribute either to the immediate operational program in which he/she is employed or other existing or potential Employer programs in which employee could be employed; and with due regard to the principle of fair opportunity for all eligible employees within the group as well as the economy and efficiency of the Employer's operations. The Chief Steward shall be notified of the programs that pertain to the bargaining unit employees. Training opportunities and enrollment will be reviewed by the Employer and the Union at least monthly or upon specific reasonable request in Labor/Management Committee meeting.

C. The Employer shall, to the extent possible, annually provide the following training opportunities to all members of the bargaining unit:

1. Sexual Harassment Training.
2. Family Leave Training.
3. Right to Know Training.
4. Computing Skills Training.
5. Other training deemed necessary and directly related to employment by the Training Committee.

Scheduling and provision thereof shall be on a systematic, noticed interval basis.

ARTICLE XIV

JOB POSTING/PROMOTION AND TRANSFER

A. Hiring Policy:

1. Whenever a permanent job opening within the negotiating unit occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on the Department of Human Resources bulletin board, located in the East Building, for five (5) working days except in those circumstances in which a Temporary Employee of the same category and classification is changed to a regular status.

The Employer will not close the job vacancy search until the opening has been posted internally for five (5) working days. If such permanent job opening occurs as a result of increased job duties and a reclassification of the employees presently on that job, or if, consistent with Equal Employment Opportunity guidelines, a position is filled through promotion within a departmental or office unit, such shall not be posted.

2. During this five (5) day period employees who wish to apply for the open position may do so. The application shall be submitted to the Department of Human Resources.

The Union representative, if he/she so requests, may inspect the listing in the Department of Human Resources of those who have applied for such vacancy.

3. The Employer is not restricted to filling the job opening from only those who apply and in filling such opening shall first consider the qualifications of the applicants and providing such qualifications are equal, he/she shall then consider the length of continuous service of the applicants.

4. Unless approved by the Vice President of Human Resources or his/her designee, upon application by a candidate for promotion, no bargaining unit member will be entitled to bid for and accept a new position within the bargaining unit for a period of one (1) year from date of hire into his/her current position.

B. Temporary Positions/Employees:

1. Temporary Positions are defined as job vacancies that may periodically develop in a bargaining unit job classification that either aren't intended at the outset to remain a permanent part of NJIT's position roster, or aren't intended to remain open as the incumbent who is absent from NJIT employment is expected to return.
2. Temporary Employees are defined as persons hired to fill Temporary Positions. Temporary Employees may be hired from outside the university or outside the bargaining unit, but from within the university. Employees assigned from within the bargaining unit to fill Temporary Positions are considered to be employed in an acting capacity as set out in Article XXXV, Acting Capacity.
3. Temporary employment assignments shall be filled at the discretion of the employer, subject to the following:

If a Temporary assignment becomes a permanent position vacancy above Range 13, prior to hiring the Temporary Employee filling the position that will become permanent, the position shall be posted in accordance with A. "Hiring Policy", above.
4. If and when a Temporary Employee is made a regular employee without any break in service, such employee's seniority date shall be the date of hire as a permanent employee.
5. Temporary assignments may be considered as training assignments by which an employee may obtain experience which may enable him/her to qualify for future promotions.

C. A member of the bargaining unit who has served a probationary period of 120 calendar days and who accepts another position in the bargaining unit as a result of a lateral transfer or unsearched promotion shall not be discharged without just cause.

ARTICLE XV

HOLIDAYS

A. The Employer shall provide to all members of the bargaining unit the following paid Holidays:

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

B. In the event any one or more of the regular paid Holidays above listed falls on an employee's second consecutive regular day off (i.e. Sunday), the Holiday shall be observed on the first following workday (i.e. Monday). In the event any one or more of the regular paid Holidays, above listed, falls on an employee's first of two (2) consecutive regular days off (i.e. Saturday), the Holiday shall be observed on the immediately preceding regular workday.

C. The four (4) regular week days falling between the Christmas and New Year's Holidays shall be paid university Holidays provided to all members of the bargaining unit whose service and attendance is not essential to university operations during this period.

1. 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 Article XVI, Administrative Leave, of this Agreement.
2. Prerequisite to required attendance during this period, shall be the provision of written notice to all affected bargaining unit members on or before December 1 of each year.

D. An employee in good standing for at least one (1) year preceding the requested Holiday may be granted one-half (1/2) additional paid Floating Holiday during each of the four (4) years under this Agreement commencing July 1, 2007. The employee may, at his/her option, take either one-half (1/2) floating day per year for each year in which he/she is qualified, or one (1) full floating holiday every second year of the contract. An employee may carry over up to one-half (1/2) day of a floating holiday to the following year. These Floating Holiday(s) are available only for employees with at least one (1)

year seniority service credit as of the date of the requested Holiday. Requests for use of the Floating Holiday must be submitted within reasonable notice, approved in advance with mutual agreement by the employee's supervisor, and shall not be unreasonably denied. A Floating Holiday is not useable as an emergency absence. An unused Floating Holiday shall not survive the expiration of the term of this Agreement, nor shall an employee take more than one (1) full day of a floating holiday entitlement in any given year. No unused floating holiday time shall carry over beyond June 30, 2011.

1. An employee in good standing shall be defined for purposes of this provision only, as an employee without any formal written disciplinary record as maintained in the employee's official Personnel File located in the Department of Human Resources.

E. The nine (9) named Holidays provided under provision A. herein, the other four (4) Holidays provided under provision C. herein, and the possible Floating Holiday provided under provision D. herein constitute the entire paid Holiday schedule provided by the university.

F. It is expressly intended and understood that there are no additional paid days available to members of the bargaining unit, except as expressly provided by other provisions of this Agreement.

ARTICLE XVI

ADMINISTRATIVE LEAVE

A. Administrative Leave time is allocated as follows:

<u>Eligibility</u>	<u>Hours Earned</u>	<u>Which equates to</u>
Newly hired full time employees	3.5 hours (35 hour work week) or 4 hours (40 hour work week) for each full calendar month of employment to a maximum of 21 hours (35 hour work week) or 24 hours (40 hour work week) for the remainder of that fiscal year	One-Half (1/2) day for each full calendar month of employment to a maximum of three (3) days of Administrative Leave for the remainder of that fiscal year.
For full time employees thereafter	21 hours (35 hour work week) or 24 hours (40 hour work week), in a full fiscal year	Three (3) days of Administrative Leave in a full fiscal year
For part time employees	Pro-rata Administrative Leave based on the length of their work week.	

B. Requests for Administrative Leave must be 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. Seniority will govern if there is a conflict in scheduling within the work unit, except in the case of emergencies.

ARTICLE XVII

SICK LEAVE

A. Accrual

Eligibility	Hours Earned	Which equates to
Full Time New employees, commencing their third full month of employment	7 hours (35 hour work week) or 8 hours (40 hour work week) per month to the end of that fiscal year	One (1) day per month to the end of that fiscal year
Thereafter, full time employees shall earn	8.75 hours (35 hour work week) or 10 hours (40 hour work week) per month	Fifteen (15) working days per fiscal year

B. Utilization

1. Sick Leave may be utilized by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the attendance of the employee upon a member of the immediate family who is seriously ill, or whose spouse domestic partner or civil union partner (as defined and recognized by State law, respectively) is hospitalized due to pregnancy.
2. In the event of an early closing, any bargaining unit member who is absent due to an authorized pre-approved leave of absence for that day will have his/her accumulated leave bank pro-rated based upon the time of the closing. Any bargaining unit member who calls out the day of an early closing will be charged the value of a full day against his/her respective leave bank in accordance with Article XLIV, Emergency Closing Policy.

C. Authorization and Validation

1. **Anticipated Leave:** Any proper utilization 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 utilization. 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 utilization 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 of the Sick Leave did occur.

2. **Unanticipated Leave:** For unit members who are not public safety officers, utilization 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 (½) hour after the beginning of the employee's scheduled workday, the employee's supervisor or by utilizing such method specifically directed by the employee's supervisor to notify the Employer of unanticipated Sick Leave.

Public Safety Officers who call in sick for unanticipated illness must give a minimum of three (3) hours advance notification, prior to the commencement of the Officer's scheduled shift, to the Department of Public Safety in accordance with departmental procedures for leave request and approval. Failure of a Public Safety Officer to provide a minimum of three (3) hours advance notification, absent exceptional circumstances, shall be considered an offense subject to disciplinary action under Article VIII.

D. Validation

1. 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.
2. Long term absences for sick leave that exceed the sixty (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 thirty (30) days.
3. Upon reasonable suspicion of abuse or patterned absenteeism, the Employer may require the employee to provide medical certification for single day or multiple day absences.
4. 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.

5. 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 a 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.

E. Confidentiality of Records: All medical reports and diagnosis provided pursuant to this Article shall remain confidential within the Department of Human Resources subject to such disclosure as may be needed by the Office of General Counsel and university officials with a direct need to know.

F. Unused Sick Leave – Retirement

Subject to the provision of N.J.S.A. 11:14-9 and rules and regulations promulgated there under, a full-time 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 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 (½) 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/her 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.

ARTICLE XVIII

FAMILY LEAVE

NJIT has long recognized the importance of family issues as an integral component of a responsive human resource environment in which its employees will prosper. It has heretofore provided a number of benefits including leaves of absence for personal and family reasons. Both State and Federal government have recently determined to

specifically legislate in this regard by affording unpaid leave to employees under certain specific circumstances. The result demands that university policies, State law and Federal law be properly recognized and promulgated in lawful, equitable and contemporary policy. NJIT, therefore, hereby certifies the following Family Leave Policy, which incorporates as appropriate (and shall be interpreted consistent with) NJIT's other standing leave policies.

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 (listed in Section A below).
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 utilized thereafter upon submission of medical certification updates to be provided in intervals of not less than every 30 days.

A. Available Leave

Under prescribed parameters as set out hereafter, an eligible employee may take a Leave of Absence from employment for up to twelve (12) weeks during a defined twelve (12) month period for any one of the following reasons:

1. Birth and child care of an employee's biological child during the child's first year of life.
2. Adoption or foster care placement and care for the infant/child in his/her first year following adoption or foster care placement.
3. Serious illness or health related, disabling condition of a spouse, domestic partner or civil union partner (as defined and recognized by State law, respectively) child(ren), or parent.
4. Serious illness or health related, work disabling condition of the employee.

B. Twelve Week Period (Parameters)

1. While NJIT may, under other provisions of employment or of its own discretion, authorize Leaves of Absence greater than twelve (12) weeks and for other purposes under this policy, a maximum of twelve (12)

weeks' Leave for any and all enabling reasons may be taken during the same twelve (12) month period for Leaves pursuant to A.1., 2., or 3. above. One twelve (12) week Leave pursuant to A.4. above may also be taken in each defined twelve (12) month period. The twelve (12) month period is defined in provision E. below.

2. For Leaves taken pursuant to A.1. or 2. above, the maximum twelve (12) week period must commence prior to the child's first year following birth (A.1.) or prior to the first anniversary date of an adoption or foster care placement (A.2.).
3. The twelve (12) week period amounts to sixty (60) workdays that may be taken as set out below.
4. The Leave may be taken on a consecutive week, intermittent weeks or Reduced Time basis as follows:
 - a. Intermittent Leave consists of leave taken in separate blocks of time, and may include leave of periods from an hour or more to at least one (1) week intervals that are not necessarily consecutive, and within the twelve (12) month period. Intermittent Leave may only be scheduled and taken with the consent of NJIT, when invoking Leave under Provisions A.1. or 2. above.
 - b. Reduced Time Leave consists of a work reporting schedule that allows a shortened workday or shortened workweek. Reduced Time Leave may only be scheduled and taken with the consent of NJIT when invoking provisions A.1 or 2. above. An employee on Reduced Time Leave may, at the discretion of NJIT, be transferred for the term of Leave, to another position of equivalent pay and benefits that better accommodates NJIT. Leave under this Provision shall be accounted for and charged on an hour for hour basis.
 - c. Requests for Reduced Time Leave or Intermittent Leave under Provisions A.1 and 2. above, shall be forwarded to the Department of Human Resources for a case by case review and determination following consultation with the department head or other appropriate supervisor of the applicant.
 - d. All Leaves, for all reasons, are predicated upon the employee providing the university as much notice as possible. Absent extraordinary circumstances, at least fifteen (15) days advance notice of Leave is required.

Failure to provide such notice except where appropriately waived, shall result in a delay in commencement of Leave, if otherwise, entitled, for the requisite fifteen (15) day period.

C. Leave Validation

Each Leave, as set out in provision A. above, is subject to prerequisite validation as follows:

1. Both A.1 and 2. Leaves must be validated, at NJIT's request, as to the enabling facts of the Leave. For example, it must be established by the applicant for Leave hereunder that he/she is the parent, within the express meaning of that term as hereinafter defined.
2. Leave, under A.3 above, must be validated by a written Certification from a qualified, licensed, health care provider, that the employee is needed and able to provide care directly related to and on account of an acutely or chronically debilitating health condition requiring hospitalization and/or continuing licensed health provider intervention and treatment. The Certification must also specify the debilitating condition and the prognosis for abatement or recovery with medical opinion as to time anticipated for abatement or recovery. Finally, upon request by NJIT, the employee must validate, through reasonable means, the enabling family relationship.
3. Leave, under A.4. above, must be validated by a written Certification of expert opinion by a qualified, licensed health care provider, describing the work debilitating illness or other work debilitating health related condition and its disabling onset, affect and anticipated duration.
4. Under Leave enabling provisions A.3. and 4. above, when NJIT reasonably believes a submitted Certification is suspect, in significant degree, it may require a second opinion from a licensed health care provider who is qualified in the field of the contended disability/illness. An opinion concurring with the employee's submitted validation shall result in Leave validation. An opinion dissenting from a suspect/faulty validation shall result in referral, as set out hereunder, to a third, independent health care provider, qualified in the field of the contended disability/illness, for final, binding opinion either validating or invalidating the Leave.
 - a. Referral for a third, binding health care professional's opinion shall be by agreement of the employee selected health care provider and NJIT's selected health care provider. Failing agreement, referral shall be by agreement of the employee and NJIT. Failing secondary agreement, referral shall be made by NJIT.

- b. Both second and third health care provider's opinions shall be arranged and paid for by NJIT.
 - c. Failure by an employee to provide a Certification which, on its face, purports to meet the primary validation requirements set out above, shall result in denial of Leave and its benefits, and not a second or third opinion, as the original Certification is the sole responsibility of the employee as prerequisite to either any Leave entitlement or a second or third opinion by a licensed health care provider.
- 5. While an employee is on Family Leave, pursuant to provisions A.3. or 4. above, NJIT may request and is then entitled to periodic formal updates or recertifications as appropriate to the original Certification parameters. NJIT imposed requirement for update or recertification hereunder shall not be unreasonably applied, and NJIT will consider, in good faith, the necessity and frequency of update or revalidation unique to each individual leave based upon the nature and parameters of the original Certification and any factual change in individual circumstance.
- 6. Prior to an employee's return to the university from Leave provided pursuant to provision A. 4. above, NJIT may request and receive health care provided Certification that the employee on Leave is no longer work disabled from the originally certified health condition and can return to the workplace as sufficiently recovered to perform the regular, necessary functions of the job. NJIT will cooperate fully with the health care provider in making this assessment by providing, if necessary, a position description and/or through discussion of the dimensions of the position not easily gleaned from such position description.
- 7. All medical records provided in accordance with policy and consistent with law shall remain confidential with the university and within NJIT, shall remain disclosable only to the Department of Human Resources or those officers of the university with a need to know. In the event that the employee chooses to voluntarily disclose the health condition diagnosis to other employees outside of Human Resources (including the employee's supervisor) the university will not be held responsible for the disclosure of the confidential information to such persons, or other employees to whom the recipients reveal such medical information. The employee may choose to disclose the health condition diagnosis to his/her immediate supervisor or others in which case the legal confidentiality of the information is waived with respect to such agents to which such information is disclosed or to which disclosure is reasonably to be anticipated by the employee's disclosure.
- 8. For Reduced Time Leave or Intermittent Leave taken under provisions

A.3 and 4 above, employee's must notify in writing, with copies to the appropriate supervisor and the Department of Human Resources, time taken (hours, days, weeks) for authorized Family Leave. Notice can be summarized in one (1) document for each pay period, as appropriate.

D. Leave Prerequisites

1. Prerequisite to Family Leave:

- a. An employee must have worked for NJIT at least one (1) year prior to commencement of Leave. However, the time need not be consecutive nor need it be full-time.
 - b. An employee must have worked a minimum of 1,000 hours in the year (twelve (12) consecutive months) immediately preceding the Leave for Leaves under provision A. 1. 2. and 3. above.
 - c. An employee must have worked a minimum of 1,250 hours in the year (twelve (12) consecutive months) immediately preceding the Leave for Leave pursuant to A. 4. above.
2. The hours prerequisites set out above refer to actual hours worked at the university and do not refer to excused or unexcused absences.
 3. FLSA exempt employees will be presumed to have worked the requisite number of hours if they have met the twelve (12) months of prior employment requirement. The presumption is rebuttable. The burden of rebuttal is with NJIT.

E. Leave Year

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

F. Leave Entitlements

1. Compensation: Family Leave is, of itself, an Unpaid Leave.

- a. For Leave under provisions A. 1 and 2. above, an employee will be afforded an option to charge accrued Vacation and/or Administrative Day Leave for the absence.
- b. For Leave under provisions A. 3. and 4. above, an employee will be required to charge any and all accrued

Sick Leave, until exhausted, as prerequisite to taking Unpaid Leave under this Policy. Additionally, an employee may elect to charge accrued vacation and/or administrative day leave, for leave invoked under these provisions.

- c. Charged Vacation, Administrative Day or Sick Leave banked accruals will be charged hour for hour in cases of Intermittent and reduced workweek when the leave is for less than one (1) full day.
- d. Elected or required utilization of paid Vacation, Administrative Day, or Sick Leave accruals does not extend Family Leave or otherwise modify those other Leaves available to employees of the university.

2. Health Benefits: That health benefits coverage in effect and covering the employee immediately prior to Leave shall be maintained throughout the period of Family Leave subject only to program participation and parameters alteration as appropriately negotiated and/or implemented, consistent with law.

3. Other Benefits: Other benefits available to employees on Leave shall be governed by the provision applicable to the Leave. If for example, the employee is drawing paid Sick Leave while depleting Family Leave, the provisions of Sick Leave Policy not inconsistent with this Policy shall govern, while the provisions of Unpaid Leave Policy that are not inconsistent with this Policy shall govern an unpaid Family Leave or any portion thereof.

4. Worker's Compensation: Follow up visits to medical professionals as a result of Worker's Compensation claims that are not covered under Workers' Compensation Leave may be chargeable as Family Leave when all enabling prerequisites are met. If prerequisites are not met, sick leave banks may be utilized.

5. Reinstatement: An employee ready and able to return to his/her position of employment immediately following exhaustion of Family Leave will be returned to his/her position or, at NJIT's discretion, to an equivalent position with equivalent pay and benefits unless the employee would have been terminated in the absence of any Leave (e.g., layoff, contractual non-reappointment, or natural term expiration of a terminal or temporary position of employment).

a. Key Employee Exception:

- i. Employees of NJIT who, during a period of Family

Leave taken pursuant to A. 1., 2. or 3. above, are within the top five percent (5%) of the university's employees with respect to gross income paid by the university, are "Key Employees" and may be denied leave as set out above if such Leave will, as can be established by the university, cause substantial and grievous economic or other organizational harm to NJIT.

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

G. Definitions

1. **Child:** A child is the biological, adopted or formally placed, foster care child, stepchild or legal ward of the employee requesting Leave and under eighteen (18) years of age or eighteen (18) years and over but certifiably incapable of self-care because of mental or physical impairment.
2. **Parent:** A parent is the biological or legally recognized parent of a child. For Leave pursuant to provision A. 3. above, a parent shall include parents-in-law.

3. **Spouse**: A spouse is the legally recognized, married partner of the employee requesting Leave or the registered domestic partner, or civil union partner, as recognized and defined by applicable New Jersey law.
4. **Serious Illness or Health Related Condition**: This is defined as illness, injury or physical or mental impairment that involves a period of incapacity or treatment following in-patient care in a hospital, hospice, or residential medical care facility; a period of incapacity requiring more than three (3) days absence from work and continuing treatment by a health care provider; or continuing treatment by a health care provider for a chronic or long term health condition that is so serious that, if not treated would likely result in incapacity of more than three (3) days; or continuing treatment by or under the supervision of a health care provider or a chronic or long term condition or disability that is incurable.
5. **Health Care Provider**: A “health care provider” is defined as any doctor of medicine or osteopathy, podiatry, optometry, or psychiatry or any nurse practitioner or psychologist performing within the scope of their licensed practice as defined under law.

H. Jurisdiction

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

ARTICLE XIX

BEREAVEMENT LEAVE

A. Eligibility

Bereavement Leave under Section C below is available to employees in good standing, who have a minimum of one (1) year of seniority service credit and have no unpaid or unauthorized absences within one (1) full year immediately preceding the Bereavement Leave, except for such authorized Unpaid Leave taken pursuant to Article XVIII, Family Leave, herein.

B. Term

The Bereavement Leave Program benefit commences July 1, 2007 and expires June 30, 2011.

C. Program Benefits

Up to seven (7) days of Paid Leave for purposes of Bereavement, as defined below, may be taken once during the term of the Program. No more than three (3) days may be taken in any one (1) fiscal year. This Paid Leave shall not be chargeable to any other Paid

Leave accrued.

D. Program Regulation

1. Bereavement Leave may be used to grieve and/or attend to the death and funeral of an eligible employee's immediate family, defined for purposes of this provision only as father, mother, spouse, domestic partner or civil union partner (as defined and recognized by State law, respectively) children (natural or legally recognized) and brother or sister.
2. Bereavement Leave may be combined with the benefit under Section E below, **Additional Benefit – Use of Sick Time**, only upon application to the Vice President of Human Resources, or his/her designee and then only where the employee's Sick Leave utilization separate from Family Leave utilization, is less than ten (10) days in the past year. The determination of the Vice President of Human Resources or his/her designee is final and not subject to Grievance Procedure.
3. Written validation of the need for Bereavement Leave must be provided at the request of the employer. Invalid utilization of this benefit is a disciplinable offense up to and including termination.

E. Additional Benefit – Use of Sick Time

1. Where Bereavement leave as described above in paragraphs A through D is not available, accumulated Sick Leave may be used to grieve the death and/or to attend the funeral of the employee's immediate family: father, mother, spouse, domestic partner or civil union partner (as defined and recognized by State law, respectively) child, foster child, sister, brother, grandchild, grandparent, mother in law, father in law, step parent and step children of the employee and relatives of the employees residing in the same household as the employee. Leave utilized for Bereavement under this provision shall be limited to two (2) 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, which shall not be unreasonably denied.
2. Sick Leave taken for purposes of Bereavement shall not be counted for purposes of either the five (5) or ten (10) day validation requirement set forth in the **Sick Leave** provision, Article XVII D 4 above. However, Bereavement utilization of Sick Leave must, upon request, be validated through independent written documentation whether anticipated or unanticipated

ARTICLE XX

EXTRAORDINARY LEAVE OF ABSENCE

A. Eligibility

1. Any employee, not entitled to, or after having exhausted, the other Leave benefits provided by this Agreement but desiring to remain employed by NJIT may apply for an Extraordinary Leave of Absence.

2. In reviewing requests for Extraordinary Leave of Absence, the Employer will ensure that Article XVIII, Family Leave, is fully complied with as prerequisite to its discretionary determination as to whether to grant a request and the parameters on such grant when given. There shall be no benefits bank accrual during any Unpaid Leave, nor shall there be any monetary contribution by the Employer on behalf of such employee except as may be mandated by law, or as otherwise expressly provided for by this Agreement.

B. Procedure

1. Any and all requests for Leave of Absence under this provision must be made in writing, with specific statement of need for Leave, as far in advance of the desired Leave as possible. Application for Leave must be submitted to the Vice President of the employing division with a copy to the employee's immediate supervisor and the Department of Human Resources, except in such cases where the specific statement of need recites a medical or other legally confidential basis, in which case the full application shall be submitted to the Department of Human Resources with notice to the immediate supervisor and the division Vice President that a request has been made for the duration stated on the application.
2. Approval or denial and any and all conditions on approval of the requested Leave shall, be provided by the Employer prior to any authorization for absence. Reason for denial of Unpaid Leave shall be provided with a denial of Leave by the Employer. Approval of the leave may only be granted by the division Vice President who must consult with Human Resources prior to any authorization to ensure policy consistency. Absence, of any duration, from employment, without authorized leave, constitutes job abandonment and therefore, immediate termination is effected.
3. Administration of this Article is grievable only on the limited basis that the Employer held no rational basis to deny the requested Leave. Problems arising out of the administration of this Article may be referred to the Labor/Management forum for discussion and attempted resolution.

C. Reinstatement

Conditions and parameters on reinstatement if and when enabled by the Employer shall be as determined by the Employer, at the outset of the Leave and noticed to the employee.

ARTICLE XXI

MILITARY LEAVE

- A.** In accordance with State and/or Federal regulations, NJIT shall grant an employee

who is a member of the U.S. military reserves a leave of absence for up to thirty (30) days in any calendar year without loss of pay or benefits. NJIT shall grant an employee who is a member of the State militia a leave of absence for up to ninety (90) days in any calendar year without loss of pay or benefits. Should the employee be called to active duty for a national or state emergency or foreign conflict which exceeds the thirty (30) or ninety (90) days, NJIT shall grant a leave of absence up to one year without loss of benefits and shall pay the employee the difference between their applicable salary and their military pay provided the employee provides proof of military service and salary.

B. These Military Leaves of Absence shall be in addition to vacation, personal, and sick leave and shall not reduce the employee's accumulated leave banks. Furthermore, for the periods of Military Leaves of Absence in paragraph 1 above, the employee shall be eligible to accrue vacation, personal leave and sick leave.

C. An employee eligible for Military Leave of Absence shall not suffer any loss of seniority.

D. NJIT, at its sole discretion, may extend the period of Military Leaves of Absence, with or without pay, if the employee is required to serve in active duty for a national or state emergency or foreign conflict beyond the one-year period.

E. To the extent that Federal and/or State law may be amended to provide a greater benefit to the employee than set forth herein, such law shall supersede the terms of this contract.

ARTICLE XXII

COURT REQUIRED SERVICE

A. Jury Duty

In the event an employee is scheduled for Jury Duty, the employee shall receive full pay for such term of service which he/she is required to serve. The time off shall not be counted as Administrative, Sick or Vacation Leave. It is the responsibility of the employee to report for work on the day he/she is excused from Jury Duty.

B. Witness/Party in Employer Sanctioned Proceeding(s)

Employees scheduled to appear as either a witness or a party before a judicial, administrative or legislative tribunal of competent jurisdiction, when such appearance is part of the Employer sanctioned job function, shall be released from regular reporting to work without loss of regular pay, for that period of time actually required to serve. If and when excused from the Employer sanctioned proceeding with more than one (1) hour remaining in an employee's regular workday, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude.

C. Subpoenaed Service

Employees required, by properly authorized subpoena, to appear before a judicial or administrative tribunal of competent jurisdiction as a non-party witness in which they have no personal or financial interest shall be released with pay from duty to the Employer for that period of time actually required to appear and remain. Subpoenaed employees called as witnesses in a civil or administrative action must make application to the Department of Human Resources for consideration as to whether their required appearance shall be paid or unpaid under the above standard. The Department of Human Resources shall, where appropriate, consult with the Office of General Counsel, for advice upon the nature of the subpoenaed service relative to the employee's participation. If the employee has a personal or financial interest in the proceedings, or is a party to the judicial proceedings, they may be allowed unpaid release time from work pursuant to the subpoena, although the employee may request that the employer allow him/her to use accrued vacation or personal leave for the subpoenaed appearance. If and when excused from subpoenaed duty with more than one (1) hour remaining in an employee's regular work day, driving time to the Employer inclusive, the employee is expected to report to work. Failure to do so shall be considered a disciplinable offense of serious magnitude. Validation of service day(s) and times shall be provided to the Employer upon request.

ARTICLE XXIII

MATERNITY LEAVE

All leaves necessitated by pregnancy and/or childbirth are governed by Article XVIII, Family Leave. Please refer to Article XVIII, Family Leave, for all rights and limitations attendant to pregnancy and/or childbirth.

ARTICLE XXIV

INSURED PROGRAMS

A. Workers Compensation

Workers Compensation policy and procedure, including but not limited to payment(s), reporting procedures and medical validation and prescription, shall be limited to and governed by that mandated by law.

B. Long Term Disability

1. The Employer agrees to continue the long term disability program in effect at the university at the time of signing this Agreement. The Employer shall have brochures provided by the insurance company and make them available as requested.
2. All eligible full-time employees shall continue to be eligible for

participation in the existing temporary Disability Plan subject to the appropriate rules and regulations governing the plan for university employees.

ARTICLE XXV

VACATION

A. Vacation Allotment: Employees shall be granted an annual paid vacation for use in accordance with this provision on the following continuing employment basis:

Eligibility	Hours Earned	Which is the equivalent of:
Up to but less than one (1) full fiscal year	7 hours (35 hour work week) or 8 hours (40 hour work week) per month	1 work day per month
Beginning the second nd (2 nd) full fiscal year through ten (10) full fiscal years	105 hours (35 hour work week) or 120 hours (40 hour work week) per year, available at the beginning of each fiscal year	15 work days per year, available at the beginning of each fiscal year
Beginning the eleventh th (11 th) full fiscal year through twenty-four (24) full fiscal years	140 hours (35 hour work week) or 160 hours (40 hour work week) per year, available at the beginning of each fiscal year	20 work days per year, available at the beginning of each fiscal year
Beginning the twenty-fifth (25 th) full fiscal year	175 hours (35 hour work week) or 200 hours (40 hour work week) per year, available at the beginning of each fiscal year	25 work days per year, available at the beginning of each fiscal year

B. Vacation Utilization: While utilization of vacation is based upon mutual agreement of the Employer and the employee, full utilization is both expected and encouraged in a properly scheduled manner, giving appropriate consideration, for workload issues. In this regard, it is expected that supervisors will maintain a fully updated vacation record, showing unused allotment 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.

1. Vacation may be utilized in hourly increments, partial days, full days or consecutive days in a manner that permits operations flexibility and no significant disruption in university service.
2. Vacation may not be unilaterally scheduled or taken and neither may it be used to provide payment for an unauthorized absence.

3. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, preferential scheduling for specific vacation days shall be based upon seniority in accordance with the following procedure:
 - a. Before any member of a department may schedule his/her vacation, senior bargaining unit members, within the same department, shall be afforded a right of first refusal for the time period requested by a junior bargaining unit member.
 - b. A senior bargaining unit member may withhold his/her decision with respect to a given vacation request of a junior bargaining unit member that is more than six (6) months prior to the first day of requested vacation leave until six (6) months prior to the first day of said leave.
 - c. A senior bargaining unit member may not exercise the right of first refusal, with respect to the same junior bargaining unit member more than once in each of the four (4) years of this Agreement.

C. Vacation Carryover: Up to ten (10) days (70 hours for a 35 hour work week or 80 hours for a 40 hour work week) of unused vacation allotment, remaining on June 30th of each fiscal year may be carried over for use in the ensuing year.

For employees with 25 or more years of service, up to fifteen (15) days (105 hours for a 35 hour work week or 120 hours for a 40 hour work week) of unused vacation allotment, remaining on June 30th of each fiscal year, may be carried over for use in the ensuing year.

D. Use of Vacation Prior to Separation:

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 of a layoff, pursuant to Article XI(B), will receive up to fifteen (15) days of pay for unused vacation allotment. 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, they shall be permitted to utilize up to ten (10) days (70 hours for 35 hour work week or 80 hours for a 40 hour work week) of accumulated but unused vacation time at any time prior to the date of separation. For example if employee X has 10 vacation days (2 weeks), employee X must give at least 20 days (4 weeks) notice of resignation or retirement in order to utilize unused vacation.

E. Vacation periods shall not include more than fifteen (15) consecutive workdays at any one time.

F. If a paid Holiday, as set out under Article XV, Holidays, herein occurs during the regular workweek in which Vacation is taken by the employee, the employee shall have

the option of preserving a banked vacation day or extending the scheduled vacation one additional workday.

ARTICLE XXVI

LEAVE FOR UNION ACTIVITY

A. The Employer agrees to provide time off without loss of pay for delegates of the Union to attend Union conventions, conferences or educational programs provided that the total amount of time without loss of pay shall not exceed a total of fifteen (15) days available annually during the term of this Agreement. A maximum of five (5) unused days may be carried over from year to year. The right of the carryover expires with the term of this Agreement.

B. The Union shall request, in writing, approval from the designee of the Vice President of Human Resources to use such Leave. Such request shall be made in writing no less than four (4) weeks in advance by the Union specifying the type of Union activity for which time off is sought, the individual(s) to be granted the time off and the maximum amount of time to be utilized.

C. The University under specified conditions will provide non-probationary employees designated by the Union to act as a full-time paid Union employee the option to take an unpaid leave of absence without pay or benefits, but without loss of seniority for Union business, subject to the following conditions:

1. Not more than two clerical and one technical employee shall be granted a leave of absence at any given time.
2. During the leave of absence period, the employee shall not engage in any activities for the purpose of organizing unrepresented University employees.
3. The leave of absence for Union business for any employee shall not exceed one year.
4. During the leave of absence, the employee shall not accrue any university service credit for any benefit purpose.

D. A request for a leave of absence to take full-time employment with the Union or for any other Union activity will be submitted by the Union directly to the Vice President of Human Resources or his designee for consideration. The request will be granted whenever practicable unless operations in the bargaining unit member's department would be adversely affected by the absence.

E. Bargaining unit members who have been granted a leave of absence may, upon the expiration of their leave of absence, voluntarily resign with the understanding that upon their application for reinstatement at any time within eighteen (18) months of resignation,

they will be re-hired in their old position or a position of like pay and status, subject to budgetary and vacancy restrictions, and will retain all rights and benefits as provided for under this Agreement.

ARTICLE XXVII

ACCESS TO PERSONNEL FILES

An employee shall, upon request and with reasonable notice to the Department of Human Resources, have an opportunity to review his/her Personnel File in the presence of an appropriate official of the department. Such examination shall not require a loss of paid time. The Employer shall honor the request of such employee for copies of official documents in his/her file. If requested by the employee, a union representative may accompany the employee.

ARTICLE XXVIII

REST PERIODS

A. All employees' work schedules shall provide for a fifteen (15) minute Rest Period during each one half (½) shift. The Rest Period shall normally be scheduled near the middle of each one half (½) shift; however, such can be varied if necessary.

B. Employees, who are required to continue work on an Overtime basis with the anticipation that such Overtime work shall include one half (½) or more of the new shift, shall receive a fifteen (15) minute Rest Period before they begin work on such next shift.

C. In the event the Employer should provide a reduced workday or workweek during any period of the year, there shall be no afternoon Rest Period.

D. All employees are entitled to either a one half (½) hour or one (1) hour unpaid lunch break for each full day or shift worked. Certain Security and Dispatch employees are required to be "on call" during their lunch breaks and are therefore paid for their lunch break.

ARTICLE XXIX

SAFETY COMMITTEE

A bargaining unit member, designated by the Union, shall participate as a regular member of the university Safety Committee.

ARTICLE XXX

TUITION AND FEE REMISSION POLICY

A. Tuition Remission The Tuition Remission Program for employees and the Tuition Waiver Plan for the dependent children of employees approved by the Board of Trustees, are available to members of the bargaining unit.

B. Fee Remission

1. Fees, including the Employer's facilities fees, associated with Employer offered courses that are both approved as to Tuition Remission Program eligible and limited to those courses, that are tuition free, shall be waived, for bargaining unit employees, by the Employer, in content and credit quantity for the term of this Agreement only, subject to such restrictions as placed on that tuition remission available to bargaining unit employees, including compliance with the policy terms and conditions for waiver.
2. Fees, including the Employer's facilities fees, associated with credit bearing courses leading to an approved course of study and matriculation shall be waived by the Employer for dependent children of a bargaining unit employee for up to ten (10) semesters of study except:
 - a. Failing a course or withdrawal from a course for part-time students will nullify the fee waiver for such course and the fee will be due and owing upon the occurrence of either event.
 - b. Failing a course or withdrawal from a course for full-time students will result in loss of one (1) semester of fee waiver eligibility for each such event. Failing a course and/or withdrawal from a course owing to a semester in which disqualification hereunder cannot be fully effected will result in full refund of the waived fee for the semester.
 - c. There shall be no fee waiver for courses taken during summer term.
3. This Fee Remission Program is subject to all Employer sponsored fee program parameters otherwise effected by the Employer.

ARTICLE XXXI

PARKING

A. Program and Fees

1. Parking Fees shall be charged and collected through payroll deduction for all members of the bargaining unit desiring to park and duly registering his/her motor vehicle with the Employer according to published Employer regulation, enabling him/her to daily parking privileges on the Employer's premises.
2. . Parking Fees are as follows:

Fiscal Year 2008

- a. Base Salary of \$0 - \$26,500.00.....pays \$50 per semester.
- b. Base Salary of \$26,500.01-\$31,800.00...pays \$75 per semester.
- c. Base Salary of \$31,800.01-\$42,400.00...pays \$100 per semester.
- d. Base Salary of \$42,400.01-\$53,000.00...pays \$125 per semester.
- e. Base Salary of \$53,000.01-\$63,600.00...pays \$150 per semester.
- f. Base Salary of \$63,600.01-\$74,200 .00...pays \$175 per semester.
- g. Base Salary of \$74,200.01-\$84,800 .00...pays \$200 per semester.

Fiscal Year 2009

- a. Base Salary of \$0 - \$26,500.00.....pays \$55 per semester.
- b. Base Salary of \$26,500.01-\$31,800.00...pays \$80 per semester.
- c. Base Salary of \$31,800.01-\$42,400.00...pays \$105 per semester.
- d. Base Salary of \$42,400.01-\$53,000.00...pays \$130 per semester.
- e. Base Salary of \$53,000.01-\$63,600.00...pays \$155 per semester.
- f. Base Salary of \$63,600.01-\$74,200 .00...pays \$180 per semester.
- g. Base Salary of \$74,200.01-\$84,800 .00...pays \$205 per semester.

Fiscal Year 2010

- a. Base Salary of \$0 - \$26,500.00.....pays \$65 per semester.
- b. Base Salary of \$26,500.01-\$31,800.00...pays \$90 per semester.
- c. Base Salary of \$31,800.01-\$42,400.00...pays \$115 per semester.
- d. Base Salary of \$42,400.01-\$53,000.00...pays \$140 per semester.
- e. Base Salary of \$53,000.01-\$63,600.00...pays \$165 per semester.
- f. Base Salary of \$63,600.01-\$74,200 .00...pays \$190 per semester.
- g. Base Salary of \$74,200.01-\$84,800 .00...pays \$215 per semester.

Fiscal Year 2011

- a. Base Salary of \$0 - \$26,500.00.....pays \$75 per semester.
- b. Base Salary of \$26,500.01-\$31,800.00...pays \$100 per semester.
- c. Base Salary of \$31,800.01-\$42,400.00...pays \$125 per semester.
- d. Base Salary of \$42,400.01-\$53,000.00...pays \$150 per semester.
- e. Base Salary of \$53,000.01-\$63,600.00...pays \$175 per semester.
- f. Base Salary of \$63,600.01-\$74,200 .00...pays \$200 per semester.
- g. Base Salary of \$74,200.01-\$84,800 .00...pays \$225 per semester.

- 2. The Parking Fee Table is illustrative of the program schedule and outlines the fee methodology. The tables are not exhaustive and the program accommodates higher salaried employees according to the incremental methodology outlined above.
- 3. Fees shall be collected through payroll deduction and spread over the first five (5) consecutive pay periods following registration of a motor vehicle by an employee. There will be no rebates or discounts for partial use during any semester in which a vehicle is registered and therefore entitled to be parked on the Employer's premises.
- 4. Fees will not be charged during the Summer term.

ARTICLE XXXII

HEALTH BENEFITS

A. State Health Benefits Program

It is agreed that the State Health Benefits Program, and any rules and regulations governing its application, including amendments or revisions thereto shall be applicable to employees covered by this Agreement. The University agrees to continue to participate in the State Health Benefits Program for the duration of this agreement. A summary of present medical and prescription benefits are set forth in Appendix E.

1. It is agreed that changes in benefits or open enrollment periods adopted by the State Division of Pensions and Benefits for State employees are a requirement for continued participation in the State Health Benefits Program and the parties recognize that changes shall apply to employees represented by the Union. Changes, corrections or reinterpretations of the Program promulgated by the State including changes in plan operators, in co-payments and contributions, or other changes or modifications, shall be incorporated into the Agreement and thereafter be applicable to all employees.
2. Consistent with the above effective July 1, 2007 there shall be changes in co-payments and contributions for employees and retirees as determined by the State Division of Pension and Benefits. Additionally, employees enrolled in the State Health Benefits Plan will contribute 1.5% of their annual base salary for medical and prescription benefits, effective July 1, 2007.

Employees who retire with 25 years or more of pension credit service and/or who retire on a disability retirement on or after July 1, 2007 and wish to enroll in the State Health Benefits Plan will be required to contribute 1.5% of their pension allowance for State Health Benefits Plan coverage in retirement, and assume co payment charges in accordance with this agreement and/or any changes made by the State Health Benefits Commission.

B. Eye Care Program

1. It is agreed that Eye Care Program shall include all employees and their eligible dependents (spouse, domestic partner, civil union partner and unmarried children under 23 years of age who live with the employee in the regular parent-child relationship). The coverage shall be \$35 for regular glasses and \$40 for bifocal glasses or more complex prescriptions with all other conditions for eligibility as in the current plan.
2. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

3. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.
4. Each eligible employee and dependent may receive only one (1) payment for glasses and one payment for examinations during the period of July 1, 2007 to June 30, 2009 and one payment for glasses and one payment for examinations during the period of July 1, 2009 to June 30, 2011. This program ends on June 30, 2011. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

ARTICLE XXXIII

DEFERRED COMPENSATION

A. It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the Plan.

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

C. The State shall provide literature describing the Plan as well as a required enrollment or other forms to all employees when the Plan has been established.

D. It is further understood that the maximum amount of deferrable income under this Plan shall be as follows:

1. January 1, 2007 through December 31, 2007: Fifteen Thousand Five Hundred dollars (\$15,500) for all employees less than 50 years of age and Twenty Thousand Five Hundred dollars (\$20,500) for those employees 50 years of age or older.
2. Tax deferred annuity amounts through calendar year 2011 are subject to revision and determination by the Federal Internal Revenue Service (IRS). Presently, the IRS has determined that the maximum deferral limit will be adjusted for inflation on a calendar year basis in \$500 increments.

ARTICLE XXXIV

HOURS OF WORK

A. All full-time employees shall be scheduled to work a regular shift as determined by the Employer which work shifts shall have starting and quitting times. An employee whose shift is scheduled to be changed shall be given adequate advance notice which normally will be at least one (1) week and shall not be less than forty-eight (48) hours except in the case of an emergency. Should such advance notice not be given, an affected employee shall not be deprived of the opportunity to work the regular scheduled number of hours in his/her workweek. The employee's convenience shall be considered.

Members of the bargaining unit who, without prior notice to the contrary, report for their regularly scheduled work shift on any given day only to be relieved of shift assignment or receive adjustment in shift assignment prior to the end of their shift, shall receive, at minimum, the greater of regular compensation for work performed or four (4) hours pay at the regular rate of the position in question.

B. Part-time employees are assigned workweeks less than the standard workweek. The workweek shall consist of five (5) consecutive work days unless an official Flex-Time workweek is submitted to and approved by the supervising Vice President and the Department of Human Resources following review, registration and discussion as appropriate, as to time reporting protocol(s).

1. A Flex-time reporting structure may only be initiated by NJIT and must contain the following minimum parameters:
 - a. The schedule accommodates NJIT's business interest in providing greater service to its constituencies.
 - b. Employees will not be scheduled for unsupervised work.
 - c. There will be no reduction in the number of hours worked in the workweek.
 - d. The workweek will consist of at least four (4) days.
 - e. Overtime payments will only be due and owing in accordance with "Fair Labor Standards Act" legal requirements.
 - f. Where a choice of flex hours is available for two (2) or more employees in the same bargaining unit position, the most senior member of the unit will be given the right of first refusal on flex schedule, if, and only if, that employee

is in good standing.

- g. Good standing is defined herein under Article XV D.1., Holidays.

C. The regular hours of work each day shall be consecutive except for an unpaid lunch period of either one-half (½) or one (1) hour.

D. Overtime

Subject to provision B. above, time and one-half (½) the employee's regular hour rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of any regularly scheduled, and worked shift.
2. All work performed in excess of any regularly scheduled workweek in which any employee worked or received paid excuse there from.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work required by the Employer to be performed on an employee's regular sixth (6th) day.

If Overtime work is available, it shall be distributed first to the persons doing such work normally. If there is Overtime work that is normally performed by more than one person in the same job classification and there is only enough Overtime for one employee, the most senior employee shall have the right of first refusal on such time. The next such Overtime opportunity will go to the next most senior employee in the classification normally doing the work. If a greater number than those normally doing the work are required, the work shall be distributed equally among those within the same job classification qualified to perform the work.

The distribution of Overtime shall be posted each six (6) months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the appropriate supervisor and the Vice President of Human Resources or his/her designee.

If there are not the necessary number of volunteers to perform the required Overtime work, the Employer shall assign employees as required in reverse job classification seniority order beginning with the least senior.

E. The provisions of this Article do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the Employer in keeping with existing regulations and procedures.

F. The Employer shall continue, for the term of this Agreement, a summer hours schedule heretofore provided. The schedule shall operate from the first Monday of June through the third Friday of August. General hours of operation shall be reduced up to 30 hours for a regular 35 hour work week. The Employer agrees to meet and discuss with the Union the hours and days of operation prior to May 15th of each year. Should the workload require any workday to start at its regular shift time and/or continue up to its regular end of shift, those periods of time will not be considered Overtime. This provision does not apply to Security or Dispatch personnel unless otherwise agreed to in writing. Efficacy of NJIT operations shall be considered first priority.

ARTICLE XXXV

ACTING CAPACITY

A. When the Employer appoints, by written notice, an employee to temporarily work in a higher title, in an acting capacity, as an interim replacement, for a period of five (5) calendar days or more, the employee will be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title.

B. Upon being reassigned thereafter to his/her permanent position, he/she shall immediately receive the rate of pay at the lower salary range.

ARTICLE XXXVI

SALARY PROGRAM AND COMPENSATION

A. Salary

It is agreed that during the term of this Agreement: July 1, 2007 through June 30, 2011, the following salary improvements shall be provided to eligible employees in the bargaining unit in keeping with applicable policies and practices and the conditions set forth herein:

1. Subject to the State Legislature enacting appropriations for these specific purposes, the Employer agrees to provide the following benefits, effective at the time stated herein:
 - a. There shall be an across the board salary increase, to all employees on the active payroll, of 3.0% effective in the first full pay period of Fiscal Year 2008 (July 2007)
 - b. There shall be an across the board salary increase, to all employees on the active payroll, of 3.0% effective in the first full pay period of Fiscal Year 2009 (July 2008)
 - c. There shall be an across the board salary increase, to all

employees on the active payroll, of 3.5% effective in the first full pay period of Fiscal Year 2010 (July 2009)

- d. There shall be an across the board salary increase, to all employees on the active payroll, of 3.5% effective in the first full pay period of Fiscal Year 2011 (July 2010)
- e. The new Compensation Plan salary schedule shall be adjusted and amended in accordance with established procedures to incorporate the above cited base salary increases for each step of each range applicable to positions recognized as within the bargaining unit.
- f. Employees in their first fiscal year of employment shall not receive the increase as set out in “a.” through “d.” above.

B. Salary Program Administration

The parties acknowledge the existence and continuation, during the term of this Agreement, of the new Compensation Plan which incorporates, in particular, but without specific limitation, the following basic concepts:

- 1. A system of position classification with appropriate position descriptions.
- 2. A salary range with specific minimum and maximum rates as well as forty (40) merit based incremental steps therein for each position commencing July 1, 2007.
- 3. Regulations governing the administration of the plan, including an employee performance evaluation.
- 4. The authority, method and procedures to effect modification as such is required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

C. Merit Compensation Program

In each of the years of this Agreement, there shall be a Merit Compensation Program available to all employees in the bargaining unit with at least one (1) year of service as of July 1st of the year of award.

The Program shall be administered, as follows:

- 1. Each position in the bargaining unit shall consist of forty (40) equal steps from minimum to maximum salary.
- 2. Movement from one step to the next higher step shall occur only through the awarding

of performance based compensation, consistent with an employee's performance over the past year as regularly codified in performance evaluation. (See Article XL, Employee Performance Evaluation).

3. The merit pool shall consist of monies equivalent to 1.5% of the base composite salary of the bargaining unit as of June 1st of the year prior to the year of award. The merit pool shall exclude salaries of employees separated from employment as of June 30 of the year prior to the year of the award.

4. The merit pool amount will be distributed at the Executive level based upon the proportionate salary pool in the respective Executive area (excluding the employees separated from employment as of June 30.) Whether awarded on the Department(s) or Division(s) basis as determined by the appropriate Executive, within the Department(s) or Division(s), those rated ER will be awarded more steps than those rated MS.

5. The maximum award to an individual shall be three (3) steps (for MS) to five (5) steps (for ER) in any given year of this Program as set forth below.

7. An employee at the 38th step of his/her respective salary range is eligible for an award in:

- a. A non-salary base, merit bonus up to the value of five (5) steps in any given year of this Program.
- b. Base salary merit up to the value of two (2) steps upon the recommendation of the Merit Review Committee and the concurrence by the President.

8. All monies pooled for distribution will be paid over to eligible members of the bargaining unit.

- 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 evaluation rating.
- b. A maximum of twenty percent (20%) of the merit pool may be distributed, at the discretion of the Employer in cash awards less than the value of a Step or Step equivalent cash award, accompanied by a written rationale for the award to be provided to the union upon request.

9. Merit Appeal System.

- a. A member of the bargaining unit denied merit award inconsistent with performance shall, with the formal support of the Union, have a limited right to appeal the denial of award to the Merit Appeal Committee (The Committee). The Committee shall consist of the following representatives:

- i. University General Counsel (ex officio).
- ii. Two representatives selected by OPEIU.
- iii. Two representatives selected by NJIT.

In the case of deadlock, The Committee will select a 5th member of the university community, by consensus, to break the deadlock. If a mutual selection cannot be made, the parties will utilize the New Jersey Public Employment Relations Commission (PERC) procedures for selecting an arbitrator who will hear the appeals and break all deadlocks. The 5th member of The Committee will review the record and will not hear appeals anew.

- b. The Committee will hear appeals and render its decision on a majority basis within thirty (30) days of hearing. The employee appealing must prove with credible evidence, that the decision not to award merit to the employee, was both inconsistent with noticed performance expectations, performance demonstration and policy guidelines as set out, and in accordance with Article XL, Employee Performance Evaluation. The appeal must be in writing and state, with particularity, the evidence of improper action that proves a denial of merit was improper. The Committee will review the submission, determine if there exists a credible claim entitling an appellant to a hearing and notify the appellant of its decision as to whether a hearing will be provided or a decision rendered on the written claim. Where possible, hearings will be avoided and the decision will be based upon the written record.
- c. No more than ten (10) appeals may be advanced by the Union during any one awarding period (1 year) under this Agreement.
- d. An appeal must be filed by the Union on behalf of the employee within two (2) weeks of notice of award. All appeals are to be registered with NJIT's Department of Human Resources. All appeals will be heard together and within thirty (30) days of the end of the filing period.
- e. An employee who loses two (2) consecutive appeals will be barred from appealing for the ensuing year of merit awarding.
- f. A successful appellant's award shall be deducted from the ensuing merit pool.
- g. A merit Program Review Committee shall be established to review and make recommendations for improvements to the Program. The Merit

Program Review Committee shall consist of the Vice President of Human Resources and/or his/her designee, the OPEIU Chief Steward, one (1) member of the bargaining unit selected by NJIT and one (1) member of NJIT's supervisory management structure selected by OPEIU.

D. Shift Bonus Program

Only during the term of this Agreement, as restricted by the following parameters, a cash bonus Shift Program shall be effected for eligible employees in the bargaining unit:

1. For each year of this Agreement, any bargaining unit member who actually works a third shift, for a minimum of 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$200.
2. For each year of this Agreement, any bargaining unit member who actually works a third shift, for a minimum of 98 full shifts but less than 195 full shifts shall be entitled to a one-time cash bonus in the amount of \$100.
3. Third shift shall be defined for purposes of this provision only, as any shift beginning after 10:00 p.m. on a given day or before 5:00 a.m. on a given day.
4. Shift Bonus eligibility is conditioned upon actually working the prescribed shift as set out above. Excused, paid or unpaid absence from a third shift does not count toward Shift Bonus qualification. Further, an extended workday into a third shift, from any other shift, and for which Overtime compensation is paid pursuant to Agreement, does not count toward Shift Bonus qualification.

ARTICLE XXXVII

UNIFORMS PROGRAM

A. Program Policy

During the term of this Agreement, commencing July 1, 2007, full-time security and dispatch personnel employed in positions formally recognized by the Union and subject to its exclusive jurisdiction, shall participate in the following Uniform Program:

1. Each new officer/guard/dispatcher shall purchase his/her complete Employer required uniform upon employment. Upon successful completion of six (6) months of service to the Employer, as a member of the bargaining unit, each such officer/guard/dispatcher shall be reimbursed the entire cost of initial uniform issue.
2. Each officer/guard/dispatcher shall report to duty with the Employer in Employer designated, standard uniform in good condition.

3. The Employer shall determine the acceptable state of each Program participant's uniform and may direct the repair, maintenance or replacement of any participant's uniform. The Employer shall not unreasonably implement this discretion.
4. All cost of repair, expenses to maintain and replacement costs rest with each Program participant.

B. Uniform Allowance

For the first two years of the contract (July 1, 2007 through June 30, 2009), a total allowance of \$1200.00 shall be paid semi-annually. That allowance shall be increased to \$1250.00 annually for the last two years of the contract (July 1, 2009 through June 30, 2011). The uniform allowance shall be paid as follows:

1. Security/Dispatch personnel with at least six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (½) of the allowance in the first full pay period of July and the remainder of the first full pay period of January or the same fiscal year.
2. Security/Dispatch personnel with less than six (6) months full-time service, prior to July 1 of each given year of allowance shall receive one-half (½) of the allowance, further prorated as appropriate to the nearest month of service, payable in the first full pay period of the next January of the same fiscal year and one-half (½) of the allowance, prorated as appropriate to the nearest month of service, payable in the first full pay period of July, in the ensuing fiscal year.
3. The allowance is interchangeable and usable for purchase, maintenance, repair and/or replacement, as needed, on an individual basis.
4. Payment Conditions: A condition precedent to eligibility for uniform allowance shall be active or approved, inactive employment status at the time of scheduled payment.

ARTICLE XXXVIII

STRIKE LOCKOUT

The Union agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will eschew any threat, encouragement, support, or condoning of any such job action and the Employer agrees that it will not lock out its employees.

ARTICLE XXXIX

POSITION CLASSIFICATION REVIEW COMMITTEE

- A.** A committee “The Committee” shall be established to study the existing position classification review system and to make recommendations concerning its operation to NJIT.
- B.** The Committee shall consist of three (3) members – one (1) appointed by the Union, one (1) appointed by the Employer, and the third appointed by the two. The members shall be agreed upon mutually by the Employer and the Union.
- C.** The Committee shall be called within thirty (30) days of the signing of this Agreement between NJIT and Local 32, OPEIU, to review the NJIT Reclassification Policy and Procedure as applicable to members of the bargaining unit.
- D.** The Committee shall meet as frequently as the members deem it necessary. Members of the bargaining unit shall not lose pay for time spent during regular work hours at these meetings.
- E.** The recommendations of The Committee shall be submitted in writing to the Employer with a copy to Local 32, OPEIU. The recommendations of The Committee will be given deliberate and serious consideration prior to implementation of any amendment to the position classification review system.
- F.** All Committee members shall be provided with all available information and material usually associated with or utilized in the position classification review system.

ARTICLE XL

EMPLOYEE PERFORMANCE EVALUATION

A. Policy

Successful employee performance is crucial to the accomplishment of departmental objectives and achievement of the university’s mission as a public research university. In furtherance of a consistent methodology by which employee performance is measured, the Employer and Union agree to incorporate into this Agreement, by reference, the NJIT Performance Management Policy and Procedure (The Program).

B. Program

1. The Program consists of setting goals and objectives and reviewing attention to and attainment of these goals and objectives as well as identification and demonstration of job specific competencies that are determined to be necessary for successful performance in the position entrusted to each employee.

2. The Program expects continual monitoring of performance and demands at least annual evaluation of attention to and attainment of job specific goals and objectives as well as the successful demonstration of identified competencies of the position.
3. Both goals and objectives and job specific competencies will be shared and discussed with each employee periodically as performance is evaluated over the course of an annual period. All opportunities, goals and objectives not already stated in an employee's position description or previously communicated to the employee that will be evaluated as a measure of merit compensation, must be communicated in writing to the employee within the first three (3) months of the annual performance period.
4. Employees will be provided with a copy of each evaluative measure that is committed to writing by Employer and will be notified of all such evaluative measures that will be immediately or ultimately placed in an employee's official Personnel File. All such evaluative writings shall require a signature of the evaluated employee prior to placement in an employee's Personnel File. The employee's signature shall verify that he/she has seen and reviewed the evaluation. It does not necessarily denote agreement or concurrence with the evaluative writing.
5. Ratings as to goals and objectives accomplishment and performance characteristics shall be denoted as either "ER" (consistently exceeds established requirements and expectations), "MS" (consistently demonstrates mastery of the position's established requirements and responsibilities as well as showing an inexhaustible learning curve and initiative within the position's parameters), "MR" (consistently meets most or all established requirements and reasonable expectations), "MR-" (minimally meets most of the established requirements on a consistent basis), or "FS" (falls short, on balance, of established requirements). Ratings of "ER", "MS" "MR" or "FS" must be elaborated upon by the Employer in writing. Rating of MR- should also be elaborated upon, consistent with the compensation methodology herein set out. A written format for the evaluation shall be available from the Department of Human Resources.
6. The evaluation(s) shall be reviewed by the evaluator's supervisor for concurrence, comment or rejection. An approved evaluation, along with recertified match of competencies to position, shall serve as guiding factors in setting applicable goals and objectives for the ensuing performance period. A rejection shall be accompanied with rationale and shall be considered in evaluating the performance management of the evaluator. A rejected evaluation shall either be reformed by the evaluator and resubmitted for approval or provided to the employee by the evaluator's supervisor who reformed the evaluation.

7. Compensation: The approved evaluation shall serve as the dominant guide in determination of annual performance based compensation adjustment, as set out in Article XXXVI, Salary Program Compensation. The direct relationship of performance to enhanced compensation shall be in accordance with the following guide:

COMPENSATION GUIDE

PERFORMANCE	STEP/CASH EQUIVALENT AWARD
Exceeds Requirements (ER)	Maximum of 5 Steps (If five (5) steps, award must be with concurrence of President & MRC)
Mastery of Standards (MS)	Maximum of 3 steps
Meets Requirements Above Minimum Level (MR)	No Adjustment
Meets Requirements at Minimum Level (MR-) or Falls Short of Standards (FS)	No Adjustment

a. Definition of Performance Standards: Performance standards are expressed in position description, individualized performance program documents or both from time to time and as expressly published, consistent with the NJIT/OPEIU performance program, standards will be amended. Thereafter, merit program awards shall be determined in accordance with the following definitions:

i. Exceeds Requirements (ER): The employee consistently performs at a level and with a performance character that surpasses that expected and charted for the job. The highest awards are reserved for those who continue to perform at a level which surpasses charted performance expectations despite aggressive and newly introduced challenges to performance mastery. Consistent with the performance management program outlined in this Article, performance characteristics such as initiative, customer focus and achievement orientation are crucial to meeting demanding standards and are afforded significant weight in evaluation and performance pay. This rating is beyond that which defines the excellent employee and is not expected as a measure of success of an employee.

ii. Mastery of Standards (MS): The excellent employee in all regards best defines this rating. This employee demonstrates an inexhaustible learning curve and an ability to mobilize that learned into the practice of positional responsibilities serving as the prototype for maximum achievement within the position's responsibilities. This employee's performance character and associated attributes, such as commitment, initiative, longevity, respect, integrity, timeliness, customer focus and exemplary teaming skills must be uncompromised and serve as a position's prototype performance.

iii. Meets Requirements (MR): All employees are expected to meet those standards as set out for them in position description and published performance

program as a condition of employment in good standing. Meeting standards at a minimum established level is not of itself meritorious. Meeting increasingly challenging and/or elevated standards of a performance pact with demonstrated consistency is a greater accomplishment than meeting necessary, but routine, standards.

iv. Meets Requirements at Minimum Level (MR-) or Falls Short of Standards (FS): While good employees and potentially good employees may, from time to time or relative to certain performance issues, not meet minimum levels of consistently acceptable performance, performance at this level is not deserving of merit award under any circumstances. This does not mean that an employee who may fall short in certain aspects of performance has not met overall standards of the position, but it will hinder the overall performance and may serve to either disqualify an employee from merit award or to place that employee at a performance threshold where there are insufficient funds to make an award.

b. Award Distribution: – The number of step awards to be granted to an employee will be made at Executive level. In making this determination the following factors shall be considered:

i. Equity and fairness, given the pool amount assigned to the Executive area and its distribution to employees within the Executive area's respective Divisions and/or Departments.

ii. Whether awarded on the Department(s) or Division(s) basis as determined by the appropriate Executive, within the Department(s) or Division(s), those rated ER will be awarded more steps than those rated MS. Awards are within the Program year's pool only.

ii. All awards, except those awarded following a successful appeal, shall be determined and paid within ninety (90) days following the end of the applicable fiscal year of the Program unless there are over five (5) appeals advanced by the Union, in which case, the awarding will be delayed until the appeals are determined and a redistribution will be accordingly made from the original program pool. If less than 5 appeals, merit distribution may proceed, and appeal awards will be deducted from the next year's Program pool.

Once pooled merit funds are expended, the Employer's obligations hereunder are complete. As noted above, and except in the case of appeals as noted, awards are within the Program year's pool only

8. Formal annual evaluation shall be completed and submitted for performance based compensation consideration no earlier than June 1 and no later than June 15th before the end of each fiscal year of the program.

ARTICLE XLI

LEGISLATIVE ACTION

A. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

B. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

ARTICLE XLII

SAVINGS CLAUSE

A. If any provision of this Agreement shall conflict with any Federal or State law or rules or regulations of a State regulatory body, or have the effect of eliminating or making the State and/or the university ineligible for Federal and/or State funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

B. Upon request of either party the Employer and the Union, agree to meet and renegotiate any provision so affected.

ARTICLE XLIII

MAINTENANCE OF STANDARDS

A. Effects of Agreement

Any and all existing benefits, practices and general working conditions uniformly affecting all employees in the bargaining unit in effect on the date of this Agreement shall remain in effect to the extent that they are not modified by this Agreement. Any policies which have the effect of work rules covering the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the Employer will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, provided the matter is within the scope of issues which are mandatorily

negotiable under the Employer Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

B. Complete Agreement

The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

ARTICLE XLIV

EMERGENCY CLOSING POLICY

A. The university may, from time to time, officially close its operations in whole or in part following procedures outlined in the Contingency Plans for Emergency Closing, in response to unusual conditions such as inclement weather or unanticipated occurrences emanating from internal or external factors and rendering the university, or a part thereof, unfit for regular operations. The authority to close operations is vested in and restricted to the President and, as permanent designee, the Senior Vice President for Administration and Treasurer. A declaration that there is a state of emergency by the Governor of the State of New Jersey does not officially close university operations nor does it reduce the expectation that those herein deemed essential services personnel will report to active employment.

B. An Emergency Closing may be declared at any hour of the day and shall remain effective for the period specified by said authority or eight (8) hours from the time the closing is declared, whichever first occurs.

C. When the closing is effected, all employees covered by the declaration shall be released from reporting at work and shall be compensated at their regular rate of pay for such released period. All employees directed to report or remain at work during an Emergency Closing, and only such employees, shall be considered essential services personnel for the period in question and, if of the legal category of personnel eligible for Overtime, shall receive double their regular rate of pay for that period of actual work reporting during the university declared emergency closing.

D. When an Emergency Closing is regional to a building area, or part thereof and the university provides alternative work site for affected individuals, those employees are expected to remain at the alternative work site and will receive their regular rate of pay for the regular shift(s) worked at the alternative work site.

E. As a general rule, essential services personnel as described above are:

1. Physical Plant personnel involved in restoring, readying and/or ensuring an accessible work environment.
2. University Public Safety personnel.
3. Residence Life personnel.
4. Specific circumstance and operational needs may dictate express designation, on a case-by-case basis, of other personnel. Those designated employees are then governed by those reporting and pay parameters of essential services personnel.

F. When an employee is otherwise absent from the university in a pre-approved (or otherwise authorized) paid leave, and accordingly charged paid accrual of an appropriate benefits bank, and an Emergency Closing is effected on the same day as the pre-approved paid absence, only that time (on an hour-for-hour charge, for those eligible for Overtime, or a half (1/2) day charge for all others) that the university is open for regular reporting from such individual, had he/she not been on an approved leave, will be charged from the pre-approved or otherwise authorized paid benefits bank. This pro-ration of leave time will not occur if the leave is requested on the date of the emergency closing. In this event, if the leave is otherwise authorized, the full day will be charged.

G. When the university is not closed in accordance with this and/or other official policy and regulation or when an otherwise acceptable excused absence from employment in accordance with controlling policy is not properly utilized, all employees are expected to report to work in a timely fashion. Failure to report, due to serious weather conditions or other real impediment, shall result in the subject employee utilizing his/her choice of either available Administrative day accrual or Vacation accrual to account for the absence.

H. In the event of a non-reporting, due to inclement weather or other real impediment making it virtually impossible to report, personnel will be charged accrued time on an hour-for-hour exchange of absence and paid accrual.

ARTICLE XLV

MISCELLANEOUS

A. Full-time employees appointed on a regular ten (10) month basis generally receive benefits on a pro rata basis.

B. All references to employees in this Agreement designate both sexes, and whenever one gender is used it shall be construed to include both male and female employees.

ARTICLE XLVI

DRUG SCREENING

A. Introduction

New Jersey Institute of Technology's Public Safety Department has a legal responsibility and managerial obligation to maintain a safe work environment for its officers, and employees, as well as a duty to protect the community that it is sworn to serve. The professional responsibilities and the integrity of any law enforcement agency demands that its Public Safety Officers refrain, without excuse or exception, from the use and possession of illegal or medically unauthorized controlled dangerous substances (herein "drugs"). No person can function well while abusing drugs according to the New Jersey Department of Law and Public Safety Division of Criminal Justice. There is conclusive proof that the use and/or abuse of many types of drugs can and does produce negative effects on an individual's health. Public Safety Officers, being in positions of public trust and acting to promote the enforcement of the law, may not themselves operate outside of the law, whether on or off duty. Additionally, the possession and use of drugs in itself is a crime in this jurisdiction, and grounds for arrest, prosecution, incarceration and employment dismissal. A condition of employment must and shall be a Public Safety Officer who is free from drug possession, use and/or dependence. It is, therefore, the policy of NJIT's Public Safety Department that no Public Safety Officer shall possess or use any drugs, whether on or off duty, unless the drug has been legally prescribed for the Public Safety Officer by a physician licensed to practice medicine and issued in the manner prescribed.

B. Purpose

The purpose of this Policy is to protect the integrity, credibility and effectiveness of NJIT's Public Safety Department; to preserve the public trust earned by its Public Safety Officers; and to ensure a drug free workplace for Department members. Testing Public Safety Officers for substance abuse in accordance with legal parameters, will help ensure that these objectives are accomplished, while balancing the need to safeguard the rights of the individual members tested against unreasonable intrusions into their person. It is acknowledged that legal requirements pertaining to drug testing may change and evolve; the Policy may be amended from time to time to reflect changes in legal requirements and parameters, as well as the negotiated pacts of the university and its unionized Public Safety Officers.

C. Definition of Terms

- 1. Public Safety Officer** – All members of the collective bargaining unit serving within the Department of Public Safety other than those commissioned as Police Officers or in a managerial, supervisory, labor confidential, or clerical position.
- 2. Supervisors** – Sworn Police Officers, including superior officers, assigned to

positions having day-to-day responsibilities for supervision of Public Safety Officers.

3. **Urinalysis** - A urine test administered under approved conditions and procedure for detecting illegal drug usage.
4. **Reasonable Individualized Suspicion** – An apparent state of facts and/or circumstances found to exist upon inquiry by the supervisor, as determined by the Director of Public Safety, which would induce a reasonably intelligent and prudent person to believe that a reasonable, objective basis exists to suspect that a urinalysis will produce evidence of a drug as defined by this Policy.
5. **Drugs** – Controlled substances or illegal drugs, are defined in Title 2C of the New Jersey Statutes.

D. Drug Testing Parameters

1. **Pre-employment or Probationary Period Screening** – Drug screening shall occur as part of the pre-employment medical examination administered to persons applying for any Public Safety Officer positions with the NJIT Public Safety Department, including those former Public Safety Officers who are serving as police trainees during their attendance at a police training academy. Additionally, screening at the discretion of NJIT may take place at any time during a Public Safety Officer’s probationary period with the Department of Public Safety. Upon successful completion of the probationary period, drug screening shall be conducted in accordance with the standards set forth in paragraph 2. (Employment Screening) below. Rehabilitation for substance abuse, rather than dismissal, will be considered only under exceptional circumstances and at the discretion of NJIT, consistent with law and NJIT labor policy and practice and generally depending on the type of drug being abused and the severity of the problem.
2. **Employment Screening** – In balancing the NJIT community’s right to have a drug-free Public Safety Department against the Public Safety Officer’s right to privacy, urinalysis will be the chosen method of screening. Screening will be administered as follows: (1) screening of all Public Safety Officers, in the absence of “reasonable individualized suspicion” may be conducted at NJIT’s discretion at any time upon five (5) calendar days’ notice or (2) individual screening will be administered only when there is a “reasonable individualized suspicion” to believe that an individual Public Safety Officer is using drugs in violation of policy. Testing will be required based on the objective facts and on rational inferences, drawn by a supervisor, to indicate that the usage of any drug may be the cause of an unfit condition where the Public Safety Officer is:

- a. Impaired in, or incapable of performing his or her assigned duties, and/or
- b. The subject of investigation “where sufficient evidence and facts are present to constitute a reasonable/individualized suspicion” that he or she is involved in the use, possession or sale of drugs and/or
- c. Experiencing (without plausible, legitimate explanation proffered and fully validated) excessive absenteeism and significantly reduced productivity, and/or
- d. Found to have excessive or otherwise suspicious on-duty injuries or other accidents indicating negligence in relation to assigned duties; and/or
- e. Exhibiting unusual and/or bizarre behavior patterns, reasonably deemed inconsistent with regular and appropriate behavior patterns.

E. Testing Procedures

1. Any Public Safety Officer who is consuming a prescribed medication which may not otherwise be defined as a drug under this Policy or ingesting over-the-counter drugs, shall, upon being ordered to submit to drug testing, inform their immediate, supervisor of the nature of the illness or injury, along with the name and type of medication being taken and the physician prescribing same. Any prescribed drug shall be identified and noticed to the Public Safety Officer’s immediate supervisor prior to the start of duty during which the prescribed medication is issued and to be taken. The form to be utilized is set forth on Attachment A.
2. In the case of drug testing based upon reasonable individualized suspicion, supervisors shall prepare a written report requesting urinalysis, where there is a credibility to the sources of information, e.g., by tip, informant, personal knowledge, observations, other documentation or reliable information that a Public Safety Officer is a user of drugs. The report, which shall be confidential, shall be forwarded to the Director of Public Safety, documenting the specific reasons for the request with all circumstances and/or corroborating evidence supporting individualized, reasonable suspicion (e.g., relevant facts exhibited by the Public Safety Officer).
 - a. The decision to test a Public Safety Officer for drugs based upon satisfaction of the standards for reasonable individualized suspicion shall be made by the Director of Public Safety. If the Director of Public Safety cannot be

contacted within a reasonable period of time, the Assistant Director and Deputy Chief of Police or a Lieutenant may (acting in his absence) order such test.

3. Notification of Drug Screening

a. A Public Safety Officer tested on the grounds of “reasonable individualized suspicion” or discretionary testing during his or her probationary period, need receive no minimum notification that drug screening, through urinalysis, will be conducted prior to reporting to the testing location, other than that notification time that is necessary for transportation purposes. Whenever practicable, Public Safety Officers shall be notified during their tour of duty on the date of the test, and testing itself will be conducted during a tour of duty. Discretionary testing, following an Officer’s probationary position, may be conducted upon five (5) calendar days’ notice to the unit.

b. Any Public Safety Officer who refuses to appear for testing at the time and place designated by the Department, will be dismissed from NJIT employment.

4. Responsibility

A supervisor designated by the Director of Public Safety shall be directly responsible for scheduling and supervising the conducting of all drug screening for Public Safety Officers.

5. Processing of Urine Specimen

a. Designated Laboratory and Test

The State of New Jersey Medical Examiner’s Toxicology Laboratory, Newark, New Jersey shall be the sole facility for testing procedures for Public Safety Officers. The following two step process will be followed:

i. The Enzyme Multiplied Immunoassay Test (EMIT) and Thin Layer Chromatography (TLC) will be used as initial drug screening procedures.

ii. Gas Chromatography/Mass Spectrometry (GCMS) technique is used to confirm all positive results of initial drug screening.

b. Preliminary Acquisition Procedures

Before a Public Safety Officer is ordered to submit to a drug test on the basis of “reasonable individualized

suspicion”, the Department shall prepare a confidential report which documents the basis therefore. The Director of Public Safety (or such individual designated by this Policy to render approval of testing) shall base his/her decision on the contents of this confidential report. No such report shall be required in the event of allowable discretionary testing.

Prior to the submission of a urine sample for any type of testing, the Public Safety Officer shall complete a medical questionnaire which clearly describes all medications, both prescription or over the counter, which he or she ingested during the prior thirty (30) days.

c. Specimen Acquisition Procedure

At the time the urine sample is provided, the Public Safety Officer will have the option to submit two samples. Both samples will be acquired according to the procedures outlined herein. One will be forwarded to the State Medical Examiner Laboratory for testing; the remaining sample will be stored in a frozen state within, or accessible to, the Department according to departmental procedures regarding chain of custody and evidence storage. This sample will be made available, upon request through the appropriate channels, to the Public Safety Officer or his or her authorized employment representative (which for this process only may include retained counsel).

The Director of Public Safety shall designate the Assistant Director and Deputy Chief of Police or a Lieutenant to serve as the official monitor responsible for urine sample acquisitions. As the official monitor, he/she shall be responsible for ensuring that all relevant disclosure forms have been thoroughly completed by the Public Safety Officer. Prior to the submission of the urine sample to the laboratory for testing, both the official monitor and the Public Safety Officer shall inspect the specimen bottle packet for indications of pre-void tampering. The official monitor may also choose to designate another witness to the sample acquisitions.

6. Drug Test Results

a. Notification

It is the procedure of the State Medical Examiner’s Toxicology Laboratory to notify the Director of Public Safety, as to the result of the urinalysis, immediately upon completion of the test. The laboratory will retain only those samples, which have been confirmed to be positive

for the presence of drugs. All oral notifications are normally followed up with written reports.

b. Positive Results

All Public Safety Officers who are screened and confirmed to be positive for the presence of drugs shall:

- i. Be notified of this fact by the Director of Public Safety as soon as practicable after oral notification is received from the laboratory.
- ii. Be provided with a copy of the laboratory report, as soon as practicable after receipt of same.
- iii. Be suspended from duty, without pay, pursuant to Article XIX(C) of the collective bargaining agreement (Discipline & Discharge) pending a due process hearing for dismissal from employment.
- iv. Be given the opportunity to challenge a termination from employment based upon a confirmed positive result in the same manner as provided in the collective bargaining agreement for challenging disciplinary impositions involving termination of employment. The only grievable issues with regard to discipline resulting from a positive drug test are as follows: (1) a challenge to the testing results or procedure; or (2) in the case of drug testing based upon “reasonable individualized suspicion”, a claim that reasonable ground for testing did not exist.

c. Negative Results

- i. If the test result as determined at any stage of the process is negative, the allegation of drug abuse against the Public Safety Officer shall be classified as “unfounded”.
- ii. Any Public Safety Officer whose specimen is found to be negative, or who has a verified, lawfully issued, medically valid prescription explaining a positive result, shall receive a letter from the Director of Public safety stating that no illegal substances were found and no negative inferences may be drawn from the testing itself. A copy of the letter will be placed in the Public Safety Officer’s personnel file and all records regarding the test will

be destroyed.

- iii. Negative specimens shall be destroyed immediately upon completion of urinalysis by the Medical Examiner's Toxicology Laboratory.

F. Searches and Seizures

1. Any Supervisor finding a Public Safety Officer in possession or control of drugs or contraband, shall immediately notify the Director of Public Safety or, in his absence, the Assistant Director and Deputy Chief of Police or a Lieutenant, and follow existing police procedures regarding the seizures of the evidence.
2. All properties belonging to NJIT's Public Safety Department are subject to searches at any given time, upon the existence of a state of facts which would rationally indicate that drugs or contraband may be present therein. Such state of facts shall be set forth in a written report, to be filed with the Director of Public Safety within a reasonable amount of time following the search. This warrantless search may occur, without notice, as there is no expectation of privacy in or on NJIT owned property provided for the Public Safety Officer's storage of clothing and personal effects, unless otherwise specifically authorized in writing by NJIT.
3. Property includes, but is not limited to, NJIT police-owned vehicles, desks, drawers, containers, file cabinets and storage lockers.
4. Lockers that are assigned to department members, including those that may be locked, are also subject to searches by the Director of Public Safety and/or his designee(s) in the presence of the Public Safety Officers, with or without their permission. There is no expectation of privacy (from the university's authorized personnel) in said lockers, notwithstanding the allowance of department members to secure their valuables from others.
5. All confiscated items shall be inventoried by the supervisor, invoiced on a Property Evidence Receipt, as investigatory evidence, and placed in a property envelope and delivered to the Newark Police Department.
6. The Supervisor conducting the search shall submit a detailed report to the Director of Public Safety, fully documenting all evidence that supported the existence of a rational suspicion which led to the search. The results of the search shall also be clearly articulated.

ARTICLE XLVII

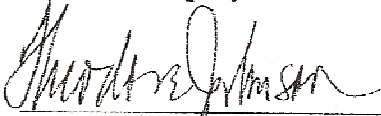
DURATION

A. Except as otherwise specified, all portions of this Agreement shall be effective July 1, 2007 and all portions of the Agreement shall terminate as of June 30, 2011.

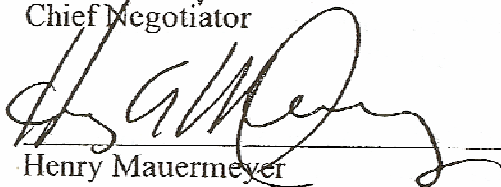
B. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 2011, subject to the provisions set forth in Article II, Negotiating Procedure.

C. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and Local 32, Office and Professional Employees.


For the Employer:



Theodore Johnson
Chief Negotiator



Henry Mauermeyer
Negotiating Team Member

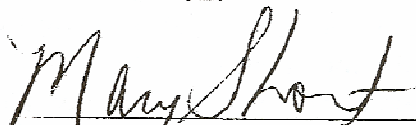


Holly Stern
Negotiating Team Member

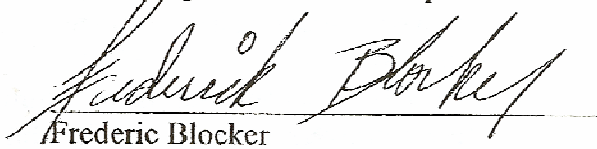


Denise Coleman
Negotiating Team Member

For the Union:



Mary Short
Chief Negotiator/Chief Shop Stewart



Frederic Blocker
Negotiating Team Member



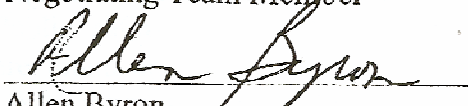
Roberta Spencer
Negotiating Team Member



Rhonda Greene-Carter
Negotiating Team Member



Tracy Holston
Negotiating Team Member



Allen Byron,
Business Manager

APPENDIX A

JOB TITLE TABLE

Range	Title
L23	ACADEMIC CONSULTANT
L16	ACCOUNTANT ASSISTANT BURSAR
L13	ACCOUNTING ASSISTANT
L13	ACCOUNTING TECHNICIAN
L14	ACCOUNTS PAYABLE CLERK
L17	ACCOUNTS PAYABLE SUPERVISOR
L17	ADMINISTRATIVE ASSISTANT II
L18	ADMINISTRATIVE ASSISTANT II
L16	ADMINISTRATIVE ASSISTANT III
L15	ADMINISTRATIVE CLERK WORD PROCESSOR
L12	ASSISTANT CASHIER
L17	ASSISTANT THEATRE TECHNICIAN
L18	BUYER
L15	CAREER RESOURCE ASSISTANT
L11	CLERICAL ASSISTANT
L16	COMPUTER OPERATOR A
L17	COMPUTING STORES SPECIALIST
L13	CUSTOMER SERVICE REPRESENTATIVE
L14	CUSTOMER SERVICE REPRESENTATIVE I
L15	CUSTOMER SUPPORT SPECIALIST
L22	CUSTOMER SUPPORT SPECIALIST
L14	DATA CONTROL CLERK
L14	DATA ENTRY CLERK
L13	DATA ENTRY SPECIALIST
L16	DATABASE COORDINATOR
L13	DELIVERY SUPERVISOR
L19	DEVELOPMENT ASSISTANT RECORDS MANAGEMENT
L22	DP OPS SUPERVISOR I
L19	DP OPS SUPERVISOR II
L15	FINANCIAL AID GENERALIST
L14	FLOATER/SECRETARIAL ASSISTANT III

L14	GENERALIST/DATA PROCESSING CLERK
L18	HEAD CASHIER
L15	HEAD CLERK
L18	HELP DESK COMPUTER OPERATOR TECHNICIAN
L16	HELP DESK SUPPORT SPECIALIST
L23	INFORMATION TECHNOLOGY CONSULTANT
L21	JAVA PROGRAMMER
L20	JUNIOR ACADEMIC CONSULTANT
L19	LEAD COMPUTER OPERATOR
L12	LIBRARY ASSISTANT
L16	LIBRARY ASSISTANT I
L14	LIBRARY ASSISTANT II
L11	LIBRARY ASSISTANT III
L09	MAIL CLERK
L16	MEDIA DELIVERY SPECIALIST
L17	MEDIA PRODUCTION TECHNICIAN
L27	NETWORK ANALYST
L14	OFFICE TECHNICAL ASSISTANT
L14	PAYROLL CLERK
L23	PC LAB SUPERVISOR
L25	PC NETWORK SPECIALIST
L13	PRINCIPAL CLERICAL ASSISTANT
L11	PRINCIPAL CLERK
L16	PRINCIPAL CLERK BOOKKEEPER
L13	PRINCIPAL CLERICAL ASSISTANT
L14	PRINCIPAL SECRETARY TECHNICAL
L20	PRODUCTION CONTROL COORDINATOR
L20	PROGRAMMER - TIDE
L22	PROGRAMMER ANALYST
L22	PROGRAMMER ANALYST B
L20	PROGRAMMER – TELUS
L09	RECEPTIONIST
L15	RECORDS ASSISTANT
L17	SECRETARIAL ASSISTANT II
L15	SECRETARIAL ASSISTANT III
L11	SECURITY OFFICER
L14	SECURITY OFFICER DISPATCHER
L16	SECURITY SYSTEMS ASSISTANT
L14	SECURITY SYSTEMS OPERATOR
L23	SENIOR ACADEMIC CONSULTANT
L17	SENIOR ADMINISTRATIVE ASSISTANT III
L18	SENIOR COMPUTER OPERATOR

L13	SENIOR SECURITY OFFICER
L15	STUDENT PERSONNEL CUSTOMER SERVICE REPRESENTATIVE
L18	STUDENT PERSONNEL SPECIALIST
L15	STUDENT SERVICE GENERALIST
L20	SYSTEMS ANALYST I
L15	TECHNICAL ASSISTANT
L22	TELECOMMUNICATIONS SPECIALIST
L18	THEATRE TECHNICIAN
L20	VIDEO PRODUCTION ASSISTANT
	This listing is current as of August 2007. The Employer shall notify the union when new titles are added, deleted, or reclassified.

APPENDIX B

LETTER OF UNDERSTANDING

FLOATER POOL

New Jersey Institute of Technology hereinafter referred to as (NJIT) and Local 32, Office of Professional Employees International Union, AFL-CIO, hereinafter referred to as (OPEIU) agree as follows:

- 1.** The Employer and OPEIU recognize the concept of a small pool of full-time employees recognized by this collective Agreement as “Floaters” who will operate under the supervision and assignment of central administration, filling vacancies as they occur around campus. The Department of Human Resources shall maintain a “Floater” pool with secretarial and clerical skills whom may be assigned to departments in times of unusual temporary need. These needs include vacancies, annual leave, sick leave, family leave, and heavy workload periods.
- 2.** At no time for the duration of this Agreement shall the “Floater” pool fall below two (2) employees.
- 3.** “Floater” positions shall be assigned essential functions outlined in the appropriate job description (Appendix C) and accordingly classified at the Range 14 rate on the salary matrix (Appendix F). When Floater appointees are assigned to perform duties of positions covered by this contract other than Range 14 they shall continue to be compensated based upon the clerical skills assigned at the Range 14 rate.
- 4.** A “Floater” appointment may be established at any percent of full time.
- 5.** Issues regarding administration of the Floater positions, including consideration for expansion of the pool, shall be discussed by the parties in the Labor/Management forum, set forth in Article VII.
- 6.** For the purpose of this Agreement “job related qualifications” shall be determined by the Employer. However, the Union may discuss any questions of “qualifications” with the Vice President of Human Resources and/or his/her designee, and/or the Labor/Management Committee established under Article VII, Labor/Management Committee, of this Agreement.

APPENDIX C

FLOATER JOB DESCRIPTION

NJIT POSITION DESCRIPTION

Department of Human Resources

Created August, 2003

EMPLOYMENT UNIT:	<i>Office of the President</i>
DEPT/DIVISION:	Human Resources
TITLE:	Floater/Secretarial Assistant III (Full Time)
SYSTEM TITLE:	Floater/Secretarial Assistant
REPORTS TO:	Vice President for Human Resources (or designee)

DEFINITION:

Under the assignment management and performance evaluation coordination of the Vice President for Human Resources (or designee) and under the performance evaluation and task/responsibilities direction and supervision of the assigned supervisor, the Floater/Secretarial Assistant III will be assigned to assist and support university departments, as needed, providing a full array of support services of clerical, secretarial and ministerial administrative character.

ESSENTIAL FUNCTIONS:

- 1. Secretarial/Ministerial Administration:** It is the responsibility of the incumbent to adapt to changing environments and perform a myriad of clerical, secretarial, ministerial and administrative duties including, but not limited to, the following:
 - Maintaining appointment calendar(s) for the administrators within the assigned department, including preparing confirming memoranda, letters or electronic mail, making arrangements for on campus meetings and coordinating travel arrangements (transportation, hotel accommodations) for out of town meetings.
 - Preparing letters, memoranda, and reports using the full complement of spreadsheet and word processing software; including mail merge and electronic mail to send, receive and accomplish assigned tasks.
 - Answering and screening incoming telephone calls to the assigned department;

providing routine information to faculty, staff, students, and outside callers following established policies and procedures; referring requests for information to appropriate person in office.

- Providing routine and special project technical and administrative services including, by way of illustration statistical and other arithmetic calculations, coordination of and editing reports, and preparation of primary or secondary works under specific direction.
- Processing incoming and outgoing mail for the assigned department and maintaining essential files and records for assigned department.
- Constructing and maintaining an accurate filing and associated records maintenance and retrieval system.
- Using Financial Records System (FRS) to enter purchase requisitions, receiving reports and general inquiries related to the departmental budget. This also includes preparing work orders, supply, duplicating and mailing requisitions, travel expense vouchers, room reservations, food service forms and other standard forms.
- Using Student Information System to make general inquiries related to students and/or faculty.
- Operating standard office equipment, such as but not limited to, personal computer, typewriter, duplicating equipment, FAX equipment, calculator.
- Performing related duties as assigned.

ESSENTIAL CHARACTERISTICS:

Confidential: While this position is not assigned responsibilities of labor confidentiality, the incumbent will be expected to maintain strict confidentiality for all matters dealing with student and employee related bio-demo and employment information to the extent not authorized by policy or directive.

Accomplishment Aptitude: Establishes and follows through on a systematic course of action for self or others to assure accomplishment of a specific objective. Determines priorities and allocates time and resources effectively producing desired results at the level expected for the position.

Customer Focus: Focuses one's efforts on identifying and meeting internal and external customer's needs in a manner that provides satisfaction for the customer, within the parameters of the position and the available resources, cognizant of departmental and /or university policy and authorized practices.

Initiative: Evaluates, selects and acts on various methods and strategies for solving problems and meeting objectives within parameters of position before being asked or required to do so; self-directed rather than passively complying with instructions or assignments.

Teamwork/Team Orientation: Willingly cooperates and works collaboratively toward solutions which generally benefit all involved parties; works cooperatively with others to accomplish departmental and university objectives.

Adapting to Change: Responds to change with a positive attitude and a willingness to learn new ways to accomplish work activities and objectives.

Range: Adapts while maintaining high quality performance and continued focus, challenging situations of a varied nature, calling upon differing and sometimes competing competencies.

PREREQUISITE QUALIFICATIONS:

High school diploma required. Three to Five years of secretarial/administrative experience required. The incumbent must be self-directed and possess initiative, be organized and have the ability to handle several projects simultaneously. In addition, the incumbent must be proficient in the use of word processing, specifically Microsoft Word applications and possess a working knowledge of developing spreadsheets by use of Excel.

PREFERRED QUALIFICATIONS:

A college or business school degree from an accredited institution in secretarial science is preferred as well as experience in a public sector, higher education environment. Demonstrable computing skills literacy and efficiency in word processing, electronic mail processing, spreadsheet application is preferred as is proofreading acumen. Knowledge of NJIT Financial Records System (FRS) and Student Information System (SIS) is strongly desirable

At the university's discretion, the education and experience prerequisites may be excepted where the candidate can demonstrate to the satisfaction of the university, an equivalent combination of education and experience specifically preparing the candidate for success in the position.

Signatures and Approvals

<i>Prepared by:</i> <i>Signature of Preparer</i>	<i>Date</i>
<i>Position Description Approval:</i> <i>Signature of Area Vice President</i>	<i>Date</i>
<i>Position Authorization:</i> <i>Signature of Initiator</i>	<i>Date</i>

All authorized position descriptions require the approval of Human Resources

This section to be completed by Human Resources:

FLSA Classification:	Non-Exempt
Labor Classification:	OPEIU
Salary Classification:	14
Employment Terms	120 Days At-Will Probation Succeeded by Continuous Appointment Subject to Just and Other Legitimate Cause
Vacation Allotment	15 Days Per Year
Retirement Program:	Public Employee's Retirement System (PERS)

<i>Human Resources Approval</i> Signature Human Resources Representative	<i>Date</i>
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APPENDIX D

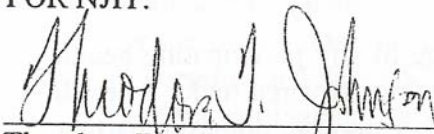
LETTER OF AGREEMENT

New Jersey Institute of Technology ("NJIT") and Office and Professional Employees International Union, AFL-CIO, Local 32 ("OPEIU") in consideration of the mutual exchange of covenants made and enforceable in the parties' successor collective negotiations agreement with the term July 1, 2007 through June 30, 2011 hereby agree as follows:

1. Tuition Remission - OPEIU acknowledges that the Tuition Remission Program is currently under review and will be revised. It acknowledges and agrees that such revision will include but not be limited to provisions and procedures to assure that NJIT is reimbursed by the employee for tuition benefits and fees extended where the employee/dependent fails to receive a grade of "C" or better, or a pass in a pass/fail course. It is further agreed that upon adoption of a revised policy, "dependent child(ren)" is (are) to be defined as an unmarried dependent child (ren) under the age of 23 years who is claimed on the employee's federal income tax return
2. Parking - The parties further agree to discuss and/or negotiate as applicable the adoption of a parking policy which incorporates a provision to provide for reserved and/or guaranteed parking at a premium parking rate above the existing contractual scale set forth in the July 1, 2007 through June 30, 2011 Agreement.

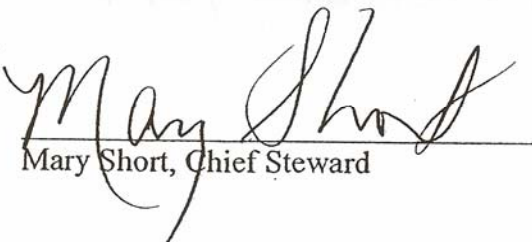
Executed this 13th day of August, 2007.

FOR NJIT:



Theodore T. Johnson, Vice President of Human Resources

FOR OPEIU:



Mary Short, Chief Steward

APPENDIX E

SUMMARY OF STATE HEALTH BENEFITS PROGRAM – PRESENT BENEFITS

As noted in the Successor Agreement for the term July 1, 2007 through June 30, 2011, the parties have agreed to participate in the State of New Jersey Health Benefits Program for the duration of the Agreement. As set forth in Article XXXII, it is recognized that from time to time changes, corrections or reinterpretations of the State Health Benefits Program are promulgated by the State Division of Pension and Benefits, and the parties have acknowledged and agreed that those changes and/or modifications are applicable to all employees.

The purpose of this Appendix is to summarize for informational purposes those benefits that are currently in effect at the time of the signing of the Agreement. It is understood that the Plan, including co-payments, contributions and deductibles may change as determined by the State Division of Pension and Benefits. A summary of the benefits currently in effect follows.

Health Plan Coverage

Presently, the State Health Benefits Plan provides medical coverage for eligible employees (those who work at least 20 hours per week or more) under three Plans, the Traditional Plan, N.J. Plus and approved Health Maintenance Organizations (HMO). Effective July 1, 2003, newly hired employees are ineligible for participation in the Traditional Plan.

Coordination of Benefits

If a husband and wife, (domestic partners or civil union partners) are both eligible for coverage under the State Health Benefits Program as employees:

1. Each may elect single coverage in any participating health plan, provided that he or she is not covered under a health plan as a dependent of his or her spouse, domestic partner or civil union partner; or an employee can select member and spouse/partner coverage; and the spouse/partner can elect to waive coverage.
2. Each qualified dependent is eligible for coverage under one parent only.

Deductibles and Co-Payments:

1. Effective July 1, 2007 an employees enrolled in the State Health Benefits Plan contributes 1.5% of their annual base salary for medical and/or prescription benefits.
2. Effective July 1, 2007, the deductible for the Traditional Plan is two hundred fifty dollars (\$250.00).
3. Effective July 1, 2007, HMO and NJ Plus co-payments for primary and specialists (i.e. office visits) are fifteen dollars (\$15.00) per visit. The co-payment for a visit to an emergency room is \$50. The emergency room co-payment is waived if the employee is admitted to the hospital.
4. **Medicare B Reimbursement:** Consistent with law, the State no longer reimburses active employees or their spouses for Medicare part B premium payments (original effective date 1/1/96).

Prescription Drug Program

Prescription drug benefits are available to all eligible unit employees and their eligible dependents provided the employee pays the required 1.5% contributions, and the required co-payment. Employees can enroll in the prescription drug plan without enrolling for medical coverage.

Effective July 1, 2007, the co-payment for a 30-day supply of retail drugs is \$3.00 for generic drugs and \$10.00 for brand name prescription drugs without generic equivalents.

If an employee can establish the he or she has an intolerance to a drug's generic equivalent or there is a therapeutic failure of the generic equivalent a member may be permitted to obtain a third tier brand name prescription under the Third Tier Co-payment Exception. The Third Tier Exception includes a \$25.00 co-payment for brand name drugs where a generic equivalent is available for a 30-day supply purchased at a retail pharmacy.

The mail order prescription drug co-payments, for up to a 90-day supply, is \$5.00 for generic drugs and \$15.00 for brand name drugs without generic equivalents. The third tier mail order co-payment is \$40.00 for brand name drugs where a generic equivalent is available.

Dental Care Program

Full time employees and their eligible dependents are eligible to participate in the Dental Care Program, also know as the Dental Expense Plan administered by AETNA, established by the State.

1. Full-time employees and eligible dependents are eligible for the State administered Dental Care Program.
2. Participation in the Dental Care Program shall be voluntary with a condition of participation being that each participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected, e.g., individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program, enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.
5. An optional Dental Program Organization (DPO) which will provide services through specific dentists will be made available to employees in this unit. Participation in this Program shall be voluntary with a condition that each participating employee authorizes a biweekly salary deduction not to exceed 50% of the cost of the coverage for a one (1) year period.
6. Employees will be able to enroll in only one (1) of the two (2) programs or in no program at all.

Retirees Health Insurance

Employees who retire with 25 years or more of pension credit service and/or who retire on a disability retirement on or after July 1, 2007 and wish to enroll in the State Health Benefits Plan are required to contribute 1.5% of their pension allowance for State Health Benefits Plan coverage in retirement, and assume co payment charges in accordance with the agreement and/or any changes made by the State Health Benefits Commission

Employees who are barred from participation in the Traditional Plan will not be eligible to select Traditional Plan upon retirement. Retirees will not be offered a plan for which they were ineligible as active employees.

Co-payments for prescription drugs for retirees participating in the Traditional Plan and NJ Plus are \$8.00 for generic prescription drugs, \$17.00 for preferred, and \$34.00 for other brand prescription drugs. The mail order co-payments for retirees for a 90-day supply are \$6.00 for generic, \$19.00 for preferred and \$32.00 for other brands.

The Retiree Dental Expense Plan administered by AETNA Dental for the State Health Benefits Plan, is available to State retirees eligible to enroll in the Retired Group of the SHBP. All State retirees are responsible for paying the full cost of their coverage.

A complete description of the benefits presently available under the State Health Benefits Plan and the applicable requirements and conditions are set forth in the State Health Benefits Summary Program Description brochure located in the Department of Human Resources. This and other applicable information is also set forth on the State of New Jersey, Division of Pension and Benefits website at:
<http://www.state.nj.us/treasury/pensions/shbp.htm>

APPENDIX F

OPIEU Salary Schedule: FY 2008 (Effective 07/01/2007 - 07/12/2008)															OPIEU Salary Schedule: FY 2008 (Effective 07/01/2007 - 07/12/2008)														
Step	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20	Range 21	Range 22	Range 23	Range 24	Range 25	Range 26	Range 27	Range 28	Range 29	Range 30							
1	26,249	27,388	28,581	29,834	31,145	32,528	33,980	35,501	37,102	38,786	40,549	42,401	44,347	46,391	48,537	51,760	54,171	56,707	59,368	62,163	65,098	68,179							
2	26,540	27,694	28,902	30,171	31,500	32,900	34,370	35,912	37,533	39,238	41,024	42,900	44,871	46,941	49,115	52,379	54,821	57,389	60,085	62,915	65,888	69,009							
3	26,833	28,000	29,223	30,508	31,855	33,272	34,760	36,322	37,965	39,690	41,504	43,399	45,395	47,491	49,692	52,997	55,471	58,071	60,802	63,668	66,678	69,838							
4	27,124	28,305	29,545	30,844	32,209	33,645	35,151	36,733	38,395	40,142	41,975	43,898	45,919	48,042	50,270	53,616	56,122	58,754	61,518	64,420	67,468	70,667							
5	27,416	28,611	29,865	31,181	32,563	34,017	35,541	37,144	38,827	40,594	42,449	44,397	46,444	48,592	50,848	54,234	56,772	59,436	62,235	65,173	68,258	71,496							
6	27,707	28,917	30,186	31,518	32,918	34,389	35,932	37,554	39,258	41,047	42,924	44,896	46,967	49,142	51,426	54,853	57,421	60,119	62,952	65,925	69,048	72,326							
7	28,000	29,223	30,508	31,855	33,272	34,760	36,322	37,965	39,690	41,504	43,399	45,395	47,491	49,692	52,004	55,471	58,071	60,802	63,668	66,678	69,838	73,155							
8	28,291	29,529	30,828	32,192	33,627	35,133	36,713	38,375	40,122	41,952	43,874	45,894	48,016	50,242	52,580	56,090	58,721	61,484	64,385	67,430	70,628	73,985							
9	28,583	29,835	31,149	32,528	33,982	35,505	37,104	38,786	40,552	42,404	44,349	46,393	48,540	50,792	53,158	56,708	59,371	62,167	65,102	68,183	71,418	74,814							
10	28,875	30,141	31,471	32,865	34,336	35,877	37,494	39,197	40,984	42,856	44,824	46,892	49,064	51,343	53,736	57,327	60,021	62,850	65,818	68,935	72,208	75,643							
11	29,167	30,447	31,792	33,203	34,690	36,249	37,884	39,608	41,415	43,308	45,298	47,391	49,588	51,893	54,314	57,945	60,671	63,531	66,535	69,688	72,998	76,472							
12	29,458	30,753	32,112	33,540	35,045	36,621	38,275	40,018	41,847	43,761	45,773	47,891	50,113	52,443	54,892	58,564	61,322	64,214	67,252	70,441	73,788	77,302							
13	29,751	31,059	32,434	33,877	35,399	36,993	38,665	40,428	42,278	44,214	46,248	48,389	50,637	52,992	55,469	59,182	61,972	64,897	67,969	71,193	74,578	78,131							
14	30,042	31,365	32,754	34,214	35,753	37,365	39,056	40,838	42,710	44,666	46,723	48,889	51,161	53,542	56,046	59,801	62,622	65,579	68,685	71,946	75,368	78,960							
15	30,334	31,670	33,075	34,550	36,109	37,737	39,446	41,248	43,142	45,118	47,198	49,389	51,685	54,093	56,624	60,420	63,272	66,262	69,401	72,698	76,158	79,789							
16	30,625	31,977	33,397	34,887	36,463	38,109	39,836	41,659	43,572	45,570	47,673	49,887	52,210	54,643	57,202	61,038	63,922	66,945	70,118	73,450	76,948	80,618							
17	30,918	32,283	33,717	35,224	36,817	38,481	40,227	42,069	44,004	46,022	48,147	50,387	52,734	55,194	57,780	61,657	64,573	67,627	70,834	74,203	77,738	81,447							
18	31,209	32,589	34,038	35,561	37,172	38,854	40,617	42,480	44,435	46,475	48,622	50,886	53,257	55,744	58,358	62,275	65,223	68,310	71,551	74,955	78,528	82,277							
19	31,500	32,895	34,360	35,898	37,526	39,225	41,007	42,890	44,866	46,927	49,097	51,385	53,781	56,294	58,936	62,894	65,873	68,992	72,268	75,707	79,318	83,107							
20	31,792	33,201	34,680	36,234	37,880	39,597	41,398	43,301	45,297	47,379	49,572	51,884	54,306	56,844	59,513	63,512	66,523	69,674	72,985	76,460	80,108	83,936							
21	32,083	33,507	35,001	36,572	38,236	39,969	41,788	43,711	45,729	47,831	50,047	52,383	54,830	57,394	60,091	64,131	67,172	70,357	73,702	77,213	80,898	84,765							
22	32,376	33,813	35,323	36,909	38,590	40,341	42,179	44,122	46,160	48,283	50,522	52,882	55,354	57,944	60,668	64,749	67,823	71,040	74,418	77,965	81,688	85,594							
23	32,667	34,120	35,643	37,246	38,944	40,714	42,569	44,532	46,592	48,737	50,996	53,381	55,879	58,494	61,246	65,368	68,473	71,722	75,134	78,718	82,478	86,423							
24	32,959	34,425	35,965	37,582	39,299	41,086	42,959	44,943	47,024	49,189	51,471	53,880	56,403	59,045	61,824	65,986	69,123	72,405	75,851	79,470	83,268	87,252							
25	33,251	34,731	36,286	37,920	39,654	41,458	43,351	45,353	47,454	49,641	51,946	54,379	56,927	59,595	62,402	66,605	69,773	73,087	76,568	80,223	84,058	88,081							
26	33,543	35,036	36,607	38,257	40,008	41,829	43,741	45,764	47,886	50,093	52,421	54,878	57,451	60,145	62,979	67,223	70,423	73,770	77,284	80,976	84,848	88,912							
27	33,834	35,342	36,928	38,593	40,363	42,201	44,131	46,175	48,317	50,545	52,896	55,377	57,976	60,695	63,557	67,842	71,073	74,453	78,001	81,728	85,638	89,741							
28	34,126	35,649	37,249	38,930	40,717	42,573	44,522	46,585	48,749	50,997	53,370	55,876	58,500	61,245	64,135	68,460	71,724	75,134	78,718	82,480	86,428	90,570							
29	34,418	35,955	37,570	39,267	41,071	42,946	44,912	46,996	49,180	51,450	53,845	56,376	59,024	61,795	64,713	69,079	72,374	75,817	79,435	83,233	87,218	91,399							
30	34,710	36,261	37,892	39,604	41,427	43,318	45,302	47,406	49,612	51,903	54,320	56,875	59,548	62,345	65,290	69,697	73,024	76,500	80,152	83,985	88,008	92,228							
31	35,002	36,567	38,212	39,941	41,781	43,690	45,693	47,817	50,043	52,355	54,795	57,374	60,073	62,895	65,867	70,315	73,674	77,183	80,867	84,738	88,798	93,057							
32	35,294	36,873	38,533	40,278	42,135	44,061	46,083	48,227	50,474	52,807	55,270	57,874	60,597	63,446	66,445	70,934	74,324	77,865	81,584	85,491	89,588	93,887							
33	35,585	37,179	38,855	40,614	42,490	44,434	46,474	48,638	50,906	53,259	55,745	58,372	61,120	63,996	67,023	71,553	74,974	78,548	82,301	86,243	90,378	94,716							
34	35,877	37,485	39,175	40,952	42,844	44,806	46,864	49,048	51,337	53,711	56,219	58,872	61,644	64,546	67,601	72,171	75,624	79,231	83,018	86,996	91,168	95,546							
35	36,168	37,792	39,496	41,289	43,198	45,178	47,254	49,459	51,769	54,164	56,695	59,370	62,169	65,096	68,179	72,790	76,275	79,913	83,735	87,748	91,958	96,375							
36	36,461	38,098	39,817	41,626	43,553	45,551	47,645	49,868	52,200	54,616	57,170	59,870	62,693	65,646	68,756	73,409	76,925	80,595	84,451	88,501	92,748	97,204							
37	36,752	38,404	40,138	41,962	43,907	45,923	48,035	50,279	52,632	55,068	57,645	60,369	63,217	66,196	69,333	74,027	77,574	81,277	85,168	89,253	93,538	98,033							
38	37,044	38,709	40,459	42,300	44,261	46,294	48,425	50,690	53,064	55,520	58,120	60,868	63,742	66,746	69,911	74,646	78,224	81,960	85,884	90,006	94,328	98,862							
39	37,335	39,015	40,780	42,637	44,615	46,667	48,816	51,100	53,495	55,972	58,595	61,367	64,266	67,297	70,489	75,265	78,875	82,643	86,601	90,758	95,118	99,692							
40	37,627	39,321	41,101	42,973	44,971	47,039	49,207	51,511	53,927	56,425	59,069	61,866	64,790	67,847	71,067	75,883	79,525	83,325	87,318	91,510	95,908	100,522							

This matrix is constructed in accordance with Article XXXVI of the within 7/1/07-6/30/11 Agreement. Errors and/or discrepancies, if any shall be resolved in accordance with the written provisions of Article XXXVI.

APPENDIX F

OPIEU Salary Schedule: FY 2009 (Effective 07/13/2008 - 07/11/2009)															OPIEU Salary Schedule: FY 2009 (Effective 07/13/2008 - 07/11/2009)														
Step	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20	Range 21	Range 22	Range 23	Range 24	Range 25	Range 26	Range 27	Range 28	Range 29	Range 30							
1	27,036	28,210	29,438	30,729	32,079	33,504	34,999	36,566	38,215	39,950	41,765	43,673	45,677	47,783	49,993	53,313	55,796	58,408	61,149	64,028	67,051	70,224							
2	27,336	28,525	29,769	31,076	32,445	33,887	35,401	36,989	38,659	40,415	42,255	44,187	46,217	48,349	50,588	53,950	56,466	59,111	61,888	64,802	67,865	71,079							
3	27,638	28,840	30,100	31,423	32,811	34,270	35,803	37,412	39,104	40,881	42,745	44,701	46,757	48,916	51,183	54,587	57,135	59,813	62,626	65,578	68,678	71,933							
4	27,938	29,154	30,431	31,769	33,175	34,654	36,206	37,835	39,547	41,346	43,234	45,215	47,297	49,483	51,778	55,224	57,806	60,517	63,364	66,353	69,492	72,787							
5	28,238	29,469	30,761	32,116	33,540	35,038	36,607	38,258	39,992	41,812	43,722	45,729	47,837	50,050	52,373	55,861	58,475	61,219	64,102	67,128	70,306	73,641							
6	28,538	29,785	31,092	32,464	33,906	35,421	37,010	38,681	40,436	42,278	44,212	46,243	48,376	50,616	52,969	56,499	59,144	61,923	64,841	67,903	71,119	74,496							
7	28,840	30,100	31,423	32,811	34,270	35,803	37,412	39,104	40,881	42,745	44,701	46,757	48,916	51,183	53,564	57,135	59,813	62,626	65,578	68,678	71,933	75,350							
8	29,140	30,415	31,753	33,158	34,636	36,187	37,814	39,526	41,326	43,211	45,190	47,271	49,456	51,749	54,157	57,773	60,483	63,329	66,317	69,453	72,747	76,205							
9	29,440	30,730	32,083	33,504	35,001	36,570	38,217	39,950	41,769	43,676	45,679	47,785	49,996	52,316	54,753	58,409	61,152	64,032	67,055	70,228	73,561	77,058							
10	29,741	31,045	32,415	33,851	35,366	36,953	38,619	40,373	42,214	44,142	46,169	48,299	50,536	52,883	55,348	59,047	61,822	64,736	67,793	71,003	74,374	77,912							
11	30,042	31,360	32,746	34,199	35,731	37,336	39,021	40,796	42,657	44,607	46,657	48,813	51,076	53,450	55,943	59,683	62,491	65,437	68,531	71,779	75,188	78,766							
12	30,342	31,676	33,075	34,546	36,096	37,720	39,423	41,219	43,102	45,074	47,146	49,328	51,616	54,016	56,539	60,321	63,162	66,140	69,270	72,554	76,002	79,621							
13	30,644	31,991	33,407	34,893	36,461	38,103	39,825	41,641	43,546	45,540	47,635	49,841	52,156	54,582	57,133	60,957	63,831	66,844	70,008	73,329	76,815	80,475							
14	30,943	32,306	33,737	35,240	36,826	38,486	40,228	42,063	43,991	46,006	48,125	50,356	52,696	55,148	57,727	61,595	64,501	67,546	70,746	74,104	77,629	81,329							
15	31,244	32,620	34,067	35,587	37,192	38,869	40,629	42,485	44,436	46,472	48,613	50,871	53,236	55,716	58,323	62,233	65,170	68,250	71,483	74,879	78,443	82,183							
16	31,544	32,936	34,399	35,934	37,557	39,252	41,031	42,909	44,879	46,937	49,103	51,384	53,776	56,282	58,918	62,869	65,840	68,953	72,222	75,654	79,256	83,037							
17	31,846	33,251	34,729	36,281	37,922	39,635	41,434	43,331	45,324	47,403	49,591	51,899	54,316	56,850	59,513	63,507	66,510	69,656	72,959	76,429	80,070	83,890							
18	32,145	33,567	35,059	36,628	38,287	40,020	41,836	43,754	45,768	47,869	50,081	52,413	54,855	57,416	60,109	64,143	67,180	70,359	73,698	77,204	80,884	84,745							
19	32,445	33,882	35,391	36,975	38,652	40,402	42,237	44,177	46,212	48,335	50,570	52,927	55,394	57,983	60,704	64,781	67,849	71,062	74,436	77,978	81,698	85,600							
20	32,746	34,197	35,720	37,321	39,016	40,785	42,640	44,600	46,656	48,800	51,059	53,441	55,935	58,549	61,298	65,417	68,519	71,764	75,175	78,754	82,511	86,454							
21	33,045	34,512	36,051	37,669	39,383	41,168	43,042	45,022	47,101	49,266	51,548	53,954	56,475	59,116	61,894	66,055	69,187	72,468	75,913	79,529	83,325	87,308							
22	33,347	34,827	36,383	38,016	39,748	41,551	43,444	45,446	47,545	49,731	52,038	54,468	57,015	59,682	62,488	66,691	69,858	73,171	76,651	80,304	84,139	88,162							
23	33,647	35,144	36,712	38,363	40,112	41,935	43,846	45,868	47,990	50,199	52,526	54,982	57,555	60,249	63,083	67,329	70,527	73,874	77,388	81,080	84,952	89,016							
24	33,948	35,458	37,044	38,710	40,478	42,319	44,248	46,291	48,435	50,665	53,015	55,496	58,095	60,816	63,679	67,966	71,197	74,577	78,127	81,854	85,766	89,870							
25	34,249	35,773	37,375	39,058	40,844	42,702	44,652	46,714	48,878	51,130	53,504	56,010	58,635	61,383	64,274	68,603	71,866	75,280	78,865	82,630	86,580	90,723							
26	34,549	36,087	37,705	39,404	41,208	43,084	45,053	47,137	49,323	51,596	53,994	56,524	59,175	61,949	64,868	69,240	72,536	75,983	79,603	83,405	87,393	91,579							
27	34,849	36,402	38,036	39,751	41,574	43,467	45,455	47,560	49,767	52,061	54,483	57,038	59,715	62,516	65,464	69,877	73,205	76,687	80,341	84,180	88,207	92,433							
28	35,150	36,718	38,366	40,098	41,939	43,850	45,858	47,983	50,211	52,527	54,971	57,552	60,255	63,082	66,059	70,514	73,876	77,388	81,080	84,954	89,021	93,287							
29	35,451	37,034	38,697	40,445	42,303	44,234	46,259	48,406	50,655	52,994	55,460	58,067	60,795	63,649	66,654	71,151	74,545	78,092	81,818	85,730	89,835	94,141							
30	35,751	37,349	39,029	40,793	42,670	44,618	46,661	48,828	51,100	53,460	55,950	58,581	61,334	64,215	67,249	71,788	75,215	78,795	82,557	86,505	90,648	94,995							
31	36,052	37,664	39,358	41,139	43,034	45,001	47,064	49,252	51,544	53,926	56,439	59,095	61,875	64,782	67,843	72,424	75,884	79,498	83,293	87,280	91,462	95,849							
32	36,353	37,979	39,689	41,486	43,399	45,383	47,465	49,674	51,988	54,391	56,928	59,610	62,415	65,349	68,438	73,062	76,554	80,201	84,032	88,056	92,276	96,704							
33	36,653	38,294	40,021	41,833	43,765	45,767	47,868	50,097	52,433	54,857	57,417	60,123	62,954	65,916	69,034	73,700	77,223	80,904	84,770	88,830	93,089	97,557							
34	36,953	38,610	40,350	42,181	44,129	46,150	48,270	50,519	52,877	55,322	57,906	60,638	63,493	66,482	69,629	74,336	77,893	81,608	85,509	89,606	93,903	98,412							
35	37,253	38,926	40,681	42,528	44,494	46,533	48,672	50,943	53,322	55,789	58,396	61,151	64,034	67,049	70,224	74,974	78,563	82,310	86,247	90,380	94,717	99,266							
36	37,555	39,241	41,012	42,874	44,860	46,918	49,074	51,364	53,766	56,254	58,885	61,666	64,574	67,615	70,819	75,611	79,233	83,013	86,985	91,156	95,530	100,120							
37	37,855	39,556	41,342	43,221	45,224	47,301	49,476	51,787	54,211	56,720	59,374	62,180	65,114	68,182	71,413	76,248	79,901	83,715	87,723	91,931	96,344	100,974							
38	38,155	39,870	41,673	43,669	45,689	47,833	49,878	52,211	54,656	57,186	59,864	62,694	65,654	68,748	72,008	76,885	80,571	84,419	88,461	92,706	97,158	101,828							
39	38,455	40,185	42,003	43,916	45,953	48,067	50,280	52,633	55,100	57,651	60,353	63,208	66,194	69,316	72,604	77,523	81,241	85,122	89,199	93,481	97,972	102,683							
40	38,756	40,501	42,334	44,263	46,320	48,450	50,683	53,056	55,545	58,118	60,841	63,722	66,734	69,882	73,199	78,159	81,911	85,825	89,938	94,253	98,785	103,538							

This matrix is constructed in accordance with Article XXXVI of the within 7/1/07-6/30/11 Agreement. Errors and/or discrepancies, if any shall be resolved in accordance with the written provisions of Article XXXVI.

APPENDIX F

OPIEU Salary Schedule: FY 2010 (Effective 07/12/2009 - 07/10/2010)														OPIEU Salary Schedule: FY 2010 (Effective 07/12/2009 - 07/10/2010)											
Step	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20	Range 21	Range 22	Range 23	Range 24	Range 25	Range 26	Range 27	Range 28	Range 29	Range 30			
1	27,982	29,197	30,468	31,805	33,202	34,677	36,224	37,846	39,553	41,348	43,227	45,202	47,276	49,455	51,743	55,179	57,749	60,452	63,289	66,269	69,398	72,682			
2	28,293	29,523	30,811	32,164	33,581	35,073	36,640	38,284	40,012	41,830	43,734	45,734	47,835	50,041	52,359	55,838	58,442	61,180	64,054	67,070	70,240	73,567			
3	28,605	29,849	31,154	32,523	33,959	35,469	37,056	38,721	40,473	42,312	44,241	46,266	48,393	50,628	52,974	56,498	59,135	61,906	64,818	67,873	71,082	74,451			
4	28,916	30,174	31,496	32,881	34,336	35,867	37,473	39,159	40,931	42,793	44,747	46,798	48,952	51,215	53,590	57,157	59,829	62,635	65,582	68,675	71,924	75,335			
5	29,226	30,500	31,838	33,240	34,714	36,264	37,888	39,597	41,392	43,275	45,252	47,330	49,511	51,802	54,206	57,816	60,522	63,362	66,346	69,477	72,767	76,218			
6	29,537	30,827	32,180	33,600	35,093	36,661	38,305	40,035	41,851	43,758	45,759	47,862	50,069	52,388	54,823	58,476	61,214	64,090	67,110	70,280	73,608	77,103			
7	29,849	31,154	32,523	33,959	35,469	37,056	38,721	40,473	42,312	44,241	46,266	48,393	50,628	52,974	55,439	59,135	61,906	64,818	67,873	71,082	74,451	77,987			
8	30,160	31,480	32,864	34,319	35,848	37,454	39,137	40,909	42,772	44,723	46,772	48,925	51,187	53,560	56,052	59,795	62,600	65,546	68,638	71,884	75,293	78,872			
9	30,470	31,806	33,206	34,677	36,226	37,850	39,555	41,348	43,231	45,203	47,278	49,457	51,746	54,147	56,669	60,453	63,292	66,273	69,402	72,686	76,136	79,755			
10	30,782	32,132	33,550	35,036	36,604	38,246	39,971	41,786	43,691	45,687	47,785	49,989	52,305	54,734	57,285	61,114	63,986	67,002	70,166	73,488	76,977	80,639			
11	31,093	32,458	33,892	35,396	36,982	38,643	40,387	42,224	44,150	46,168	48,290	50,521	52,864	55,321	57,901	61,772	64,678	67,727	70,930	74,291	77,820	81,523			
12	31,404	32,785	34,233	35,755	37,359	39,040	40,803	42,662	44,611	46,652	48,796	51,054	53,423	55,907	58,518	62,432	65,373	68,455	71,694	75,093	78,662	82,408			
13	31,717	33,111	34,576	36,114	37,737	39,437	41,219	43,098	45,070	47,134	49,302	51,585	53,981	56,492	59,133	63,090	66,065	69,184	72,458	75,896	79,504	83,292			
14	32,026	33,437	34,918	36,473	38,115	39,833	41,636	43,535	45,531	47,616	49,809	52,118	54,540	57,078	59,747	63,751	66,759	69,910	73,222	76,698	80,346	84,176			
15	32,338	33,762	35,259	36,833	38,494	40,229	42,051	43,972	45,991	48,099	50,315	52,651	55,099	57,666	60,364	64,411	67,451	70,639	73,985	77,500	81,189	85,059			
16	32,648	34,089	35,603	37,192	38,871	40,626	42,467	44,411	46,450	48,580	50,822	53,182	55,658	58,252	60,980	65,069	68,144	71,366	74,750	78,302	82,030	85,943			
17	32,961	34,415	35,945	37,551	39,249	41,022	42,884	44,848	46,910	49,062	51,327	53,715	56,217	58,840	61,596	65,730	68,838	72,094	75,513	79,104	82,872	86,826			
18	33,270	34,742	36,286	37,910	39,627	41,421	43,300	45,285	47,370	49,544	51,834	54,247	56,775	59,426	62,213	66,388	69,531	72,822	76,277	79,906	83,715	87,711			
19	33,581	35,068	36,630	38,269	40,005	41,816	43,715	45,723	47,829	50,027	52,340	54,779	57,333	60,012	62,829	67,048	70,224	73,549	77,041	80,707	84,557	88,596			
20	33,892	35,394	36,970	38,627	40,382	42,212	44,132	46,161	48,289	50,508	52,846	55,311	57,893	60,598	63,443	67,707	70,917	74,276	77,806	81,510	85,399	89,480			
21	34,202	35,720	37,313	38988	40,761	42,609	44,548	46,598	48,750	50,990	53,352	55,842	58,452	61,185	64,060	68,367	71,609	75,004	78,570	82,313	86,241	90,364			
22	34,514	36,046	37,656	39347	41,139	43,005	44,965	47,037	49,209	51,472	53,859	56,374	59,011	61,771	64,675	69,025	72,303	75,732	79,334	83,115	87,084	91,248			
23	34,825	36,374	37,997	39708	41,516	43,403	45,381	47,473	49,670	51,956	54,364	56,906	59,569	62,358	65,291	69,686	72,995	76,460	80,097	83,918	87,925	92,132			
24	35,136	36,699	38,341	40064	41,895	43,800	45,797	47,911	50,130	52,438	54,871	57,438	60,128	62,945	65,908	70,345	73,689	77,187	80,861	84,719	88,768	93,015			
25	35,448	37,025	38,683	40425	42,274	44,197	46,215	48,349	50,589	52,920	55,377	57,970	60,687	63,531	66,524	71,004	74,381	77,915	81,625	85,522	89,610	93,898			
26	35,758	37,350	39,025	40784	42,650	44,592	46,630	48,787	51,049	53,402	55,884	58,502	61,246	64,117	67,138	71,663	75,075	78,642	82,389	86,324	90,452	94,784			
27	36,069	37,676	39,367	41142	43,029	44,988	47,046	49,225	51,509	53,883	56,390	59,034	61,805	64,704	67,755	72,323	75,767	79,371	83,153	87,126	91,294	95,668			
28	36,380	38,003	39,709	41501	43,407	45,385	47,463	49,662	51,968	54,365	56,895	59,566	62,364	65,290	68,371	72,982	76,462	80,097	83,918	87,927	92,137	96,552			
29	36,692	38,330	40,051	41860	43,784	45,782	47,878	50,100	52,428	54,849	57,401	60,099	62,923	65,877	68,987	73,641	77,154	80,825	84,682	88,731	92,979	97,436			
30	37,002	38,656	40,395	42220	44,163	46,180	48,294	50,537	52,889	55,331	57,908	60,631	63,481	66,463	69,603	74,301	77,848	81,553	85,446	89,533	93,821	98,320			
31	37,314	38,982	40,736	42579	44,540	46,576	48,711	50,976	53,348	55,813	58,414	61,163	64,041	67,049	70,218	74,959	78,540	82,280	86,208	90,335	94,663	99,204			
32	37,625	39,308	41,078	42938	44,918	46,971	49,126	51,413	53,808	56,295	58,920	61,696	64,600	67,636	70,833	75,619	79,233	83,008	86,973	91,138	95,506	100,089			
33	37,936	39,634	41,422	43297	45,297	47,369	49,543	51,850	54,268	56,777	59,427	62,227	65,157	68,223	71,450	76,280	79,926	83,736	87,737	91,939	96,347	100,971			
34	38,246	39,961	41,762	43657	45,674	47,765	49,959	52,287	54,728	57,258	59,933	62,760	65,715	68,809	72,066	76,938	80,619	84,464	88,502	92,742	97,190	101,856			
35	38,557	40,288	42,105	44016	46,051	48,162	50,376	52,726	55,188	57,742	60,440	63,291	66,275	69,396	72,682	77,598	81,313	85,191	89,266	93,543	98,032	102,740			
36	38,869	40,614	42,447	44375	46,430	48,560	50,792	53,162	55,648	58,223	60,946	63,824	66,834	69,982	73,298	78,257	82,006	85,918	90,029	94,346	98,874	103,624			
37	39,180	40,940	42,789	44734	46,807	48,957	51,208	53,600	56,108	58,705	61,452	64,356	67,393	70,568	73,912	78,917	82,698	86,645	90,793	95,149	99,716	104,508			
38	39,490	41,265	43,132	45094	47,185	49,352	51,624	54,038	56,569	59,188	61,939	64,888	67,952	71,154	74,528	79,576	83,391	87,374	91,557	95,951	100,559	105,392			
39	39,801	41,591	43,473	45453	47,561	49,749	52,040	54,475	57,029	59,669	62,465	65,420	68,511	71,742	75,145	80,236	84,084	88,101	92,321	96,753	101,401	106,277			
40	40,112	41,919	43,816	45812	47,941	50,146	52,457	54,913	57,489	60,152	62,970	65,952	69,070	72,328	75,761	80,895	84,778	88,829	93,086	97,554	102,242	107,162			

This matrix is constructed in accordance with Article XXXVI of the within 7/1/07-6/30/11 Agreement. Errors and/or discrepancies, if any shall be resolved in accordance with the written provisions of Article XXXVI.

APPENDIX F

OPIEU Salary Schedule: FY 2011 (Effective 07/11/2010 - 07/09/2011)															OPIEU Salary Schedule: FY 2011 (Effective 07/11/2010 - 07/09/2011)														
Step	Range 9	Range 10	Range 11	Range 12	Range 13	Range 14	Range 15	Range 16	Range 17	Range 18	Range 19	Range 20	Range 21	Range 22	Range 23	Range 24	Range 25	Range 26	Range 27	Range 28	Range 29	Range 30							
1	28,961	30,219	31,534	32,918	34,364	35,891	37,492	39,171	40,937	42,795	44,740	46,784	48,931	51,186	53,554	57,110	59,770	62,568	65,504	68,588	71,827	75,226							
2	29,283	30,556	31,889	33,290	34,756	36,301	37,922	39,624	41,412	43,294	45,265	47,335	49,509	51,792	54,192	57,792	60,487	63,321	66,296	69,417	72,698	76,142							
3	29,606	30,894	32,244	33,661	35,148	36,710	38,353	40,076	41,890	43,793	45,789	47,885	50,087	52,400	54,828	58,475	61,205	64,073	67,087	70,249	73,570	77,057							
4	29,928	31,230	32,598	34,032	35,538	37,122	38,785	40,530	42,364	44,291	46,313	48,436	50,665	53,008	55,466	59,157	61,923	64,827	67,877	71,079	74,441	77,972							
5	30,249	31,568	32,952	34,403	35,929	37,533	39,214	40,983	42,841	44,790	46,836	48,987	51,244	53,615	56,103	59,840	62,640	65,580	68,668	71,909	75,314	78,886							
6	30,571	31,906	33,306	34,776	36,321	37,944	39,646	41,436	43,316	45,290	47,361	49,537	51,821	54,222	56,742	60,523	63,356	66,333	69,459	72,740	76,184	79,802							
7	30,894	32,244	33,661	35,148	36,710	38,353	40,076	41,890	43,793	45,789	47,885	50,087	52,400	54,828	57,379	61,205	64,073	67,087	70,249	73,570	77,057	80,717							
8	31,216	32,582	34,014	35,520	37,103	38,765	40,507	42,341	44,269	46,288	48,409	50,637	52,979	55,435	58,014	61,888	64,791	67,840	71,040	74,400	77,928	81,633							
9	31,536	32,919	34,368	35,891	37,494	39,175	40,939	42,795	44,744	46,787	48,933	51,188	53,557	56,042	58,652	62,569	65,507	68,593	71,831	75,230	78,801	82,546							
10	31,859	33,257	34,724	36,262	37,885	39,585	41,370	43,249	45,220	47,286	49,457	51,739	54,136	56,650	59,290	63,253	66,226	69,347	72,622	76,060	79,671	83,461							
11	32,181	33,594	35,078	36,635	38,276	39,996	41,801	43,702	45,695	47,784	49,980	52,289	54,714	57,257	59,928	63,934	66,942	70,097	73,413	76,891	80,544	84,376							
12	32,503	33,932	35,431	37,006	38,667	40,406	42,231	44,155	46,172	48,285	50,504	52,841	55,293	57,864	60,566	64,617	67,661	70,851	74,203	77,721	81,415	85,292							
13	32,827	34,270	35,786	37,378	39,058	40,817	42,662	44,606	46,647	48,784	51,028	53,390	55,870	58,469	61,203	65,298	68,377	71,605	74,994	78,552	82,287	86,207							
14	33,147	34,607	36,140	37,750	39,449	41,227	43,093	45,059	47,125	49,283	51,552	53,942	56,449	59,076	61,838	65,982	69,096	72,357	75,785	79,382	83,158	87,122							
15	33,470	34,944	36,493	38,122	39,841	41,637	43,523	45,511	47,601	49,782	52,076	54,494	57,027	59,684	62,477	66,665	69,812	73,111	76,574	80,213	84,031	88,036							
16	33,791	35,282	36,849	38,494	40,231	42,048	43,953	45,965	48,076	50,280	52,601	55,043	57,606	60,291	63,114	67,346	70,529	73,864	77,366	81,043	84,901	88,951							
17	34,115	35,620	37,203	38,865	40,623	42,458	44,385	46,418	48,552	50,779	53,123	55,595	58,185	60,899	63,752	68,031	71,247	74,617	78,156	81,873	85,773	89,865							
18	34,434	35,958	37,556	39,237	41,014	42,871	44,816	46,870	49,028	51,278	53,648	56,146	58,762	61,506	64,390	68,712	71,965	75,371	78,947	82,703	86,645	90,781							
19	34,756	36,295	37,912	39,608	41,405	43,280	45,245	47,323	49,503	51,778	54,172	56,696	59,340	62,112	65,028	69,395	72,682	76,123	79,737	83,532	87,516	91,697							
20	35,078	36,633	38,264	39,979	41,795	43,689	45,677	47,777	49,979	52,275	54,696	57,247	59,919	62,719	65,664	70,077	73,399	76,876	80,529	84,363	88,388	92,612							
21	35,399	36,970	38,619	40,352	42,188	44,100	46,107	48,229	50,456	52,775	55,219	57,796	60,498	63,326	66,302	70,760	74,115	77,629	81,320	85,194	89,259	93,527							
22	35,722	37,308	38,974	40,724	42,579	44,510	46,539	48,683	50,931	53,274	55,744	58,347	61,076	63,933	66,939	71,441	74,834	78,383	82,111	86,024	90,132	94,442							
23	36,044	37,647	39,327	41,095	42,969	44,922	46,969	49,135	51,408	53,774	56,267	58,898	61,654	64,541	67,576	72,125	75,550	79,136	82,900	86,855	91,002	95,357							
24	36,366	37,983	39,683	41,467	43,361	45,333	47,400	49,588	51,885	54,273	56,791	59,448	62,232	65,148	68,215	72,807	76,268	79,889	83,691	87,684	91,875	96,271							
25	36,689	38,321	40,037	41,839	43,754	45,744	47,833	50,041	52,360	54,772	57,315	59,999	62,811	65,755	68,852	73,489	76,984	80,642	84,482	88,515	92,746	97,184							
26	37,010	38,657	40,391	42,211	44,143	46,153	48,262	50,495	52,836	55,271	57,840	60,550	63,390	66,361	69,488	74,171	77,703	81,394	85,273	89,345	93,618	98,101							
27	37,331	38,995	40,745	42,582	44,535	46,563	48,693	50,948	53,312	55,769	58,364	61,100	63,968	66,969	70,126	74,854	78,419	82,149	86,063	90,175	94,489	99,016							
28	37,653	39,333	41,099	42,954	44,926	46,973	49,124	51,400	53,787	56,268	58,886	61,651	64,547	67,575	70,764	75,536	79,138	82,900	86,855	91,004	95,362	99,931							
29	37,976	39,672	41,453	43,325	45,316	47,384	49,554	51,854	54,263	56,769	59,410	62,202	65,125	68,183	71,402	76,218	79,854	83,654	87,646	91,837	96,233	100,846							
30	38,297	40,009	41,809	43,698	45,709	47,796	49,984	52,306	54,740	57,268	59,935	62,753	65,703	68,789	72,039	76,902	80,573	84,407	88,437	92,667	97,105	101,761							
31	38,620	40,346	42,162	44,070	46,099	48,206	50,416	52,760	55,215	57,766	60,458	63,304	66,282	69,396	72,676	77,583	81,289	85,160	89,225	93,497	97,976	102,676							
32	38,942	40,684	42,516	44,441	46,490	48,615	50,845	53,212	55,691	58,265	60,982	63,855	66,861	70,003	73,312	78,266	82,006	85,913	90,017	94,328	98,849	103,592							
33	39,264	41,021	42,872	44,812	46,882	49,027	51,277	53,665	56,167	58,764	61,507	64,405	67,437	70,611	73,951	78,950	82,723	86,667	90,808	95,157	99,719	104,505							
34	39,585	41,360	43,224	45,185	47,273	49,437	51,708	54,117	56,643	59,262	62,031	64,957	68,015	71,217	74,588	79,631	83,441	87,420	91,600	95,988	100,592	105,421							
35	39,906	41,698	43,579	45,557	47,663	49,848	52,139	54,571	57,120	59,763	62,555	65,506	68,595	71,825	75,226	80,314	84,159	88,173	92,390	96,817	101,463	106,336							
36	40,229	42,035	43,933	45,928	48,055	50,260	52,570	55,023	57,596	60,261	63,079	66,058	69,173	72,431	75,863	80,996	84,876	88,925	93,180	97,648	102,335	107,251							
37	40,551	42,373	44,287	46,300	48,445	50,670	53,000	55,476	58,072	60,760	63,603	66,608	69,752	73,038	76,499	81,679	85,592	89,678	93,971	98,479	103,206	108,166							
38	40,872	42,709	44,642	46,672	48,836	51,079	53,431	55,929	58,549	61,260	64,128	67,159	70,330	73,644	77,136	82,361	86,310	90,432	94,761	99,309	104,079	109,081							
39	41,194	43,047	44,995	47,044	49,226	51,490	53,861	56,382	59,025	61,757	64,651	67,710	70,909	74,253	77,775	83,044	87,027	91,185	95,552	100,139	104,950	109,997							
40	41,516	43,386	45,350	47,415	49,619	51,901	54,293	56,835	59,501	62,257	65,174	68,260	71,487	74,859	78,413	83,726	87,745	91,938	96,344	100,968	105,820	110,913							

This matrix is constructed in accordance with Article XXXVI of the within 7/1/07-6/30/11 Agreement. Errors and/or discrepancies, if any shall be resolved in accordance with the written provisions of Article XXXVI.