

# NJIT/UCAN AGREEMENT

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**July 1, 2017 - June 30, 2019**

**Adjunct Instructor Bargaining Unit**

**Agreement Between:**

**New Jersey Institute of Technology**

**and**

**United Council of Academics at NJIT, Rutgers Council of AAUP Chapters, AAUP - AFT, AFL – CIO**

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## **PREAMBLE**

The University and UCAN enter into this Agreement with the expectation that its implementation will enhance the ability of the University to serve its constituents. The purpose of this Agreement is to promote and ensure harmonious and constructive relations between the parties with respect to terms and conditions of employment.

The parties recognize that it is the responsibility of the University to provide students with a quality educational program, to broaden the horizons of knowledge through research and to make available its resources to the needs of the larger community.

In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of academic freedom, professional ethics and responsibilities.

## **ARTICLE I**

### **RECOGNITION**

NJIT recognizes the United Council of Academics at NJIT (UCAN), Rutgers Council of AAUP Chapters, AAUP-AFT, AFL-CIO, as the sole and exclusive representative of all adjunct instructors (including full-time non-faculty and non-instructional employees in their adjunct capacity) employed by NJIT for the purpose of collective negotiations for terms and conditions of employment set forth in this Agreement.

Excluded from the bargaining unit are all managerial executives, confidential employees and supervisors within the meaning of the Public Employer Employee Relations Act, deans, associate deans, assistant deans, provosts, vice-provosts, associate provosts, craft employees, police and public safety employees, casual employees, temporary employees, part-time employees who are employed in positions constituted by the University to provide no more than sixty percent (60%) of a full-time workload, employees represented by other bargaining units except non-faculty, non-instructional employees in their adjunct capacity, and all other employees.

The parties agree that the employees to be covered will consist of adjunct instructors and any non-faculty, non-instructional employees teaching as an adjunct instructor under an Additional Compensation Contract.

## ARTICLE II

### MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of New Jersey and the United States of America. These rights include but are not limited to its inherent right to manage, direct and control the University and its programs, and to determine and make decisions on the manner in which the University's operations will be conducted, except as expressly and specifically limited by this Agreement. This Agreement shall be interpreted so as not to deprive the University of its Legal Authority to control all final decisions regarding its academic and non-academic programs.

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

C. The Employer retains its responsibility to promulgate and enforce rules and regulations subject to limitations imposed by law governing the conduct and activities of employees not inconsistent with the expressed provisions of this Agreement and subject to recognition of the fact that proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the UCAN, before they are established.

## ARTICLE III

### UNION REPRESENTATIVES

Authorized representatives of UCAN and/or the AFT, who are not employees of NJIT, shall be admitted to the premises of NJIT under the condition that reasonable access to workplace and facilities will be granted so long as it does not interfere with or disrupt ongoing work or NJIT activities and operations.

Stewards shall be designated by the Union for each academic unit. Names of the employees selected to act as Stewards and their areas of responsibility who represent employees shall be certified in writing to NJIT annually in January by the Local Union.

Provided that such shall not interfere with or interrupt normal University operations, stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance, to discuss the grievance with the employee's immediate supervisor, and to present, discuss and adjust grievances with NJIT, provided such person is an employee of NJIT.

Additionally, in order to provide the necessary security for adjunct instructors in their capacity as stewards, all duly designated stewards shall be guaranteed at least one class per semester of their choosing.

## ARTICLE IV

### UNION SECURITY AND POLITICAL CHECK-OFF

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (N.J.S.A. 52:14-15 9e, as amended) the Employer agrees to deduct the Union Dues and regular assessment of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

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

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

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

For Ten month employees, the deductions of Union Dues made from each of twenty (20) paychecks out of an even twenty two (22) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15) day of the calendar month succeeding that in which such deductions are made together with a list of names of Union members from whose pay such deductions were made.

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

F. Representation Fee (Agency Fee)

1. Purpose of Fee

a. Subject to the conditions set forth in 1 b. below, all eligible non-member employees in this unit will be required to pay to the majority representative a Representation Fee in lieu of Dues for services rendered by the majority representative. Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the implementation of the Agency Fee Program is predicated on the one-time demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members.

2. Amount of Fee

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

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

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the Representation Fee (according to 1-b above), the Employer will deduct the Fee for all eligible employees in accordance with this Article.

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

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

The Employer shall deduct the Representation Fee from a new employee after thirty (30) days from the beginning date of employment in a position in this unit.

If during the course of the year, the nonmember becomes a UCAN member, the University shall cease deducting the representation fee and commence deducting union dues after receipt of a voluntary written authorization for such deduction on a form acceptable to NJIT.



4. Demand and Return System

The Representation Fee in lieu of Dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

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

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

The Union shall submit a copy of the Union review system to the Employer. The deduction of the Representation Fee shall be available only if the Union establishes and maintains this review system. If the employee is dissatisfied with the Union's decision, he/she may appeal to a three (3) member board established by the Governor.

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by an employee in the negotiations unit which arises from deductions made by the Employer in accordance with these provisions. The Employer shall not be held liable to the Union for any retroactive or past due Representation Fee for an employee who in good faith was mistakenly or inadvertently omitted from deduction of the Representation Fee.

6. Legal Requirements

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

G. Deduction of Retroactive Dues and Representation Fees

In the event that the Employer has not made the proper deductions of union dues and/or representation fees for any employee represented by UCAN due to clerical errors or otherwise, and it appears that the Employer should have made such deductions in prior payroll periods, UCAN agrees that retroactive deductions of the amounts past due shall commence in the month immediately following the month in which the discrepancy is discovered. The Employer shall prorate the amount of retroactive dues or fees over the next six (6) months of the affected employee's employment or until the employee's separation from the University, whichever is earlier. The Employer shall provide UCAN a list of all employees for whom retroactive deductions are being made, the amount of the retroactive deduction for each pay period and the starting and ending dates of the retroactive deductions.

H. Clerical or inadvertent errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by UCAN as a violation of the Agreement.

I. Political Check-Off

To the extent permitted by law, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed the limits prescribed by law, for the purpose of contributing

to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit. The indemnification provisions found in Appendix E shall apply.

## ARTICLE V

### VIOLENCE IN THE WORKPLACE

NJIT is committed to providing its people with a safe work environment. That means we will not tolerate any form of actual or threatened violence, intimidation or menacing of others or attempts to instill fear from any member of the NJIT community, including employees or students. The possession of weapons in the workplace, menacing behavior, implied threats and stalking are all prohibited actions. It is also a violation of New Jersey Law to falsely report a fire, bomb threat or baseless emergency (N.J.S.A. 2C33-3). Violations of this policy will result in disciplinary action, up to and including termination of employment. Additionally, such misconduct will often result in civil and or criminal sanctions following proper investigation and involvement of appropriate law enforcement authorities. Individuals who are the subject of or directly witness violent behavior, should contact either their supervisor or the Department of Public Safety at extension 3111 immediately.

## ARTICLE VI

### BULLETIN BOARD

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

## ARTICLE VII

### USE OF UNIVERSITY FACILITIES, CAMPUS MAIL & EQUIPMENT

#### A. Use of NJIT Facilities

Representatives of UCAN shall be permitted to transact official business on NJIT property at all reasonable times, provided that this shall not interfere with or interrupt normal NJIT operations.

UCAN and its representatives shall have the right to use NJIT buildings at reasonable hours for meetings provided they follow regular NJIT procedures.

UCAN shall have the right to make reasonable use of NJIT facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with NJIT procedures. UCAN shall pay reasonable costs as established by NJIT for the use of facilities and equipment

#### B. Campus Mail

To the extent permitted by law, upon the effective date of this Agreement, NJIT will carry without charge via NJIT interoffice campus mail the union newsletters addressed to bargaining unit members up to three times per semester.

C. Electronic Communication

So long as use is subject to all policies, procedures and practices generally applicable to use of NJIT email and NJIT's email system, including those applicable on a NJIT-wide, campus, department, program or unit basis, UCAN and its officers and stewards who are employees shall be entitled to use of NJIT electronic mail (email) for communication with one another, with NJIT's representatives and with bargaining unit members for purposes of scheduling meetings, responding to informational inquiries, disseminating information pertaining to normal union activities, and bargaining unit employees shall be entitled to use their NJIT email accounts to send and receive information pertaining to normal union activities.

D. University WiFi

Bargaining unit members and UCAN representatives shall have access to university wifi in the conduct of university and union business.

## ARTICLE VIII

### ACADEMIC FREEDOM

As academic professionals, adjunct instructors retain their right to make all academic judgments concerning: (a) courses, curriculum, and instruction; (b) the content of courses, instructional materials, the nature and form of assignments required including examinations and other work; (c) methods of instruction; (d) grades for students, as the instructor of record for a class.

In order to guard against any interference with their instructional duties, all adjunct instructors are guaranteed the right to academic freedom and free expression in the pursuit of knowledge in the classroom, like any and all other academic employees of the University including the full time faculty. The parties hereto recognize the principles of academic freedom embodied in the AAUP's most recent "red book" statements on academic freedom.

## ARTICLE IX

### UNION-EMPLOYER INFORMATION EXCHANGE

A. On every biweekly payroll date, The University agrees to furnish to UCAN a register of the employees covered by this Agreement. The register shall be in the form of an Excel file made available electronically, with the following fields, provided in an Appendix to this agreement.

B. The UCAN agrees to furnish to the Division of Labor/Employee Relations a complete list of all officers and representatives of the UCAN, including titles, addresses and designation of responsibility, and to keep such list current. Where applicable to the administration of the Agreement and to labor-management purposes, the UNION will also provide copies of relevant provisions of its current constitution and by-laws or other governing articles.

## ARTICLE X

### LABOR MANAGEMENT CONFERENCES

A Labor Management Conference is a meeting between UCAN, the Division of Labor Relations and other representative(s) that NJIT deems appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, and shall take place at a mutually convenient time and place and may be attended by UCAN Representatives. Those employed by NJIT shall not lose pay for time spent during their regular working hours at such a meeting. Rutgers Council of AAUP-AFT Chapters, AFT National Representatives, AFT New Jersey State Federation Staff Representatives and/or other authorized representatives of UCAN may attend such meetings. Agreements reached at Labor Management Conferences may be reduced to writing.

## ARTICLE XI

### INITIAL APPOINTMENT

A. Prior to employment prospective employees shall receive an appointment letter from NJIT indicating the position, appointment term, title, salary, department, supervisor, the period for which the appointment is effective, course(s) assigned, number of contact hours, approximate number of students which she/he is expected to teach in the section/course for which she/he is hired, and the date, time and location of the mandatory paid orientation for all new adjunct instructors. Such employee shall be advised that the terms and conditions of their employment are governed by the UCAN contract and the University's policies and procedures. The employee will be provided with the appropriate website reference on which this Agreement shall be available. Upon appointment the employee shall be given a copy of the applicable job description and where such exists, any other criteria related to a specific assignment (including but not limited to course/project titles and descriptions.)

B. Departments shall provide new adjunct instructors with materials orienting them to the academic and administrative functions of the Department and the University, which shall be consistent with the provisions of this Agreement and University regulations and procedures. The University shall provide, in writing to adjunct instructors, a list of University websites and/or information related to obtaining identification cards, parking permits, direct deposits of salary checks, and all available benefits.

C. Appointments for adjunct instructors shall be considered a fraction of a full time appointment. Adjunct instructors may request and receive additional compensation on a pro rata basis for additional duties for their academic unit beyond classroom instruction, including but not limited to: mentoring students, recommendation letters, independent study, developing new courses, committee work, university outreach, fundraising, conference attendance and representing the university at events. Fractional additions to an adjunct instructor's workload, duties, and salary shall be reflected in their appointment letter.

## ARTICLE XII

### REAPPOINTMENT

In accordance with the academic needs of a department, Adjunct instructors shall be appointed for a semester teaching position. Adjunct instructors shall be reappointed on the basis of seniority, with the first hired in each academic unit given preference for teaching their desired classes which they are qualified to teach. Accordingly, in the case of diminished needs for teaching, employees most recently hired shall be the first to be non-renewed. Each academic unit shall maintain a regularly updated seniority list of all adjunct instructors employed and their date of initial appointment. Duly designated stewards shall be guaranteed teaching at least one class per semester. Notice of re-appointment for a future semester shall be given no later than 30 working days prior to the end of the Spring or Fall semester.

Notwithstanding the above, adjunct instructors may be hired at any time for an annual or multi-year term.

## ARTICLE XIII

### PROMOTIONS

After four (4) semesters of teaching (including winter and summer instruction, where applicable), adjunct instructors shall be offered one (1) year appointments, with an annual contract stipulating the classes to be taught throughout the year and attaining the rank of Adjunct Instructor II. After eight (8) semesters of teaching, adjunct instructors shall be offered two (2) year contracts, attaining the rank of Adjunct Instructor III.

With each increase in rank, adjunct instructors shall receive a 10% increase to their base salary.

Adjunct Instructors at the rank of Adjunct Instructor II or Adjunct Instructor III shall be given first consideration based on seniority for appointments to full time University Lecturer positions within their department, if they choose to apply, when a position becomes available. Departments shall notify adjunct instructors electronically when such a position becomes available and inform them of their right to apply for the open position, and provide them with information about how to go about applying.

## ARTICLE XIV

### EVALUATIONS

- A. Adjunct instructors shall be evaluated once per semester of active instruction by a committee of their peers. Employees are guaranteed ten (10) working days notice before the date of evaluation.

- B. When necessary, the employee's supervisor shall include clear and specific expectations for improvement with corresponding dates for milestones to be achieved.
- C. A written evaluation will be provided to the employee for his/her review. The employee may append comments within ten (10) working days of receiving the evaluation. Afterwards, the evaluation becomes part of the employee's personnel file.
- D. Within ten (10) working days after receiving the written evaluation, the employee may request a meeting with his/her supervisor to discuss the evaluation if one was not already conducted.
  - a. The evaluation shall be based upon the employee's ability to effectively perform in the position, adherence to the job description and expected duties and responsibilities of the position.
- E. The Union and the University shall create a committee specifically charged with the task of developing criteria for evaluation of adjunct instructors.

## **ARTICLE XV**

### **SUMMER, WINTER, AND ONLINE APPOINTMENT**

The University may determine whether or not adjunct instructors will be appointed during winter or summer sessions, as well as online. In such cases, the compensation shall be the same based upon the nature and duration of the duties. The University will provide notice of a summer or winter appointment at least 30 working days before the end of the preceding semester.

## **ARTICLE XVI**

### **SALARY**

#### A. Salary

Adjunct instructors at NJIT shall be paid per credit hour no less than a minimum salary equivalent to the pro rated minimum salary for a full time University Lecturer.

#### B. Pay Dates

Employees shall be paid their salary in bi-weekly increments effective on the first day of his/her appointment and payable no later than the first payroll period after the date of hire.

## ARTICLE XVII

### DISCIPLINE AND TERMINATION

- A. Adjunct instructor's contract may be terminated during its term only for cause.
- B. Written reprimands, letters of suspension and letters of termination given to an employee will contain the reasons for such action. All such notices shall be delivered in person to the employee, or sent via regular mail or email. A copy shall be sent to the Union.
- C. An employee shall be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believes could result in disciplinary action.

## ARTICLE XVIII

### NON-DISCRIMINATION

In the application of provisions of this Agreement there shall be no discrimination by NJIT students, administration, other university employees or UCAN against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to UCAN, or any legally protected status under New Jersey law. These terms shall have the meaning as defined by the New Jersey Law Against Discrimination (NJLAD) as of the date of the alleged act of discrimination.

## ARTICLE XIX

### EMPLOYEE ASSISTANCE PROGRAM

So long as NJIT offers its employees an Employee Assistance Program for counseling and referrals regarding personal and professional issues which affect the performance of their duties as NJIT employees, bargaining unit employees shall be eligible to use the Employee Assistance Program at no cost on the same basis and to the same extent as all other NJIT employees.

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

## ARTICLE XX

### SUPPORT FOR ADJUNCT INSTRUCTORS

- A. At the beginning of the Academic Year, the University shall conduct a mandatory paid orientation workshop for all adjunct instructors to provide general instruction, information on University policies and procedures, healthcare and benefits, and to review general job expectations and job requirements.
- B. Representatives of UCAN will be provided with up to an hour or time at every paid orientation workshop for adjunct instructors in order to provide union information and membership applications to all attendees, answer questions about the contract, and communicate with members of the bargaining unit.
- C. The adjunct instructor and the supervisor shall also meet to go over the job description, and specific job responsibilities and performance expectations. The University shall provide adjunct instructors with access to instructional materials and services that aid in performing their teaching responsibilities. Adjunct instructors shall be granted adequate teaching space for their instructional needs over the course of the semester.
- D. Departments which employ adjunct instructors shall identify a space within the resources allocated to the department, for adjunct instructors to meet as required with their students. If an adjunct instructor believes that an alternative space within the resources of the department would be more effective in meeting with students, they should discuss the matter with the departmental chairperson. Where possible and consonant with departmental practice, departments shall provide adjunct instructors with access to a telephone, fax, computer, and printer for work directly pertaining to the teaching and administration of the adjunct instructor's course, or advise the adjunct instructor of the locations at the University where such resources are available.
- E. Departments shall advise adjunct instructors of the campus location where their mail, notices, student work, messages and other communications will be available. Departments shall be encouraged to consider adjunct instructors to be a part of the faculty and provide them with relevant information, announcements, and communications.
- F. When records of syllabi, texts, or other instructional material for courses previously taught are maintained by a department, such information will be available for inspection by adjunct instructors. Copies of such records will be made available to adjunct instructors.
- G. Where the department specifies the texts that are to be used in a course for which an adjunct instructor is employed to teach, the department shall provide a desk copy, for the duration of the course, if a desk copy is not provided to the adjunct instructor by the publisher.
- H. Where possible and consonant with departmental practice, support services, such as copying, supplies and telephone messages, shall be provided, from the resources allocated to the Department.
- I. Departments shall be encouraged to welcome adjunct instructors at general departmental meetings or portions thereof. When a department meeting results in the adoption of policies or procedures which are pertinent to the responsibilities or other employment-related activities of adjunct instructors employed by that department, such adjunct instructors will be notified in writing of such policies or procedures. Departments shall also be encouraged to invite adjunct instructors to attend special events, guest lectures, socials, and any other extracurricular activities organized by NJIT and their academic unit.
- J. For each course taught by an adjunct instructor, there is a load credit multiplier (LCM) that when multiplied by the number of credit hours for the course yields the load credit received by the adjunct instructor for teaching the course, with a commensurate pro rated increase to salary. The LCM guide for a course is determined by the enrollment in the course on the 10th day of the semester according to the following table:

#### **Load Credit Multiplier**

**From 1 to 39 students: 1.00**



**From 40 to 49 students: 1.25**

**From 50 to 74 students: 1.50**

**From 75 to 99 students: 1.75**

**100 or more students: 2.00**

## ARTICLE XXI

### TUITION REMISSION FOR ADJUNCT INSTRUCTORS

Adjunct instructors, and where applicable, their dependent children are eligible to participate in the University's Tuition Remission Policy program, a copy of which is set forth in Appendix C, and subject to the compliance with all applicable rules and regulations governing the Tuition Remission Policy program.

## ARTICLE XXII

### GRIEVANCE PROCEDURE

- A. A grievance is defined as a claimed violation of any provision of this Agreement or of any NJIT policy relating to terms and conditions of employment. This includes but is not limited to circumstances of unjust discipline, harassment, discrimination, and issues relating to non-reappointment. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims brought under this grievance procedure. Remedies that come from any step of this procedure are binding.

The written statement of the grievance must include the following:

- i. Statement of facts surrounding the grievance including the provision or provision of the Agreement, Regulations, policies, other agreements, or administrative decision which have allegedly been violated.
- ii. Remedy sought.

Any information requests included within the grievance statement shall be answered within (15) working days of the filing.

- B. Informal Procedure:

Prior to filing a written grievance, the aggrieved party shall attempt to resolve the issue informally with their immediate supervisor. If the grievance is not resolved within ten (10) working days after the action occurred or when UCAN should have been made aware of the issue. The grievance should proceed to Step 1 as detailed below. Any agreements made during this informal procedure shall not be precedential but are binding.

- C. Step One:

Grievances that are not resolved during the informal procedure shall be presented in writing to the Department Chair within sixty (60) working days after the action occurred or when UCAN should have been made aware of the issue. Within fifteen (15) working days of receipt of the written statement, the Chair or their designee will arrange for a meeting. UCAN may have up to two representatives at the meeting not including the grievant. Within ten (10) working days of the conclusion of this meeting, the grievant shall be sent a written decision. UCAN representatives should be copied.

D. Step Two:

If the grievance is not resolved at the above meeting any grievant may submit any grievance to mediation. The mediation process shall be completed within thirty (30) working days of the receipt of the grievance filing.

A pool of six jointly selected professional arbitrators/mediators shall be established for the duration of this agreement. Both parties may reopen negotiations regarding the mediator pool after twelve months. Mediator fees for service shall be jointly paid for by NJIT and UCAN. Participants in mediation shall be limited to the mediator, the grievant, the department chair (or their designee) and one more representative from NJIT.

Resolutions from mediation shall be binding and are not precedent setting. If no resolution is made during mediation the grievance shall proceed to Step Three as detailed below.

E. Step Three:

UCAN may request the grievance be heard by the Provost, Senior Vice President for Academic Affairs or their designees. This meeting should happen within ten (10) working days from the date of mediation. The grievant is to be accompanied by up to two representatives from UCAN. A written decision shall be sent to the grievant within five (5) working days of this meeting. UCAN representatives should be copied.

If there is no resolution to the grievance at Step Three the grievance may proceed to the final step, Step 4, as detailed below.

F. Step Four:

Any grievance not resolved through the above steps may be submitted to arbitration by the grievant. The decision to submit to arbitration shall be made within fifteen (15) working days of receipt of decision at step 3.

The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.

No arbitrator functioning under the provisions of this grievance procedure shall have the authority to add to, subtract from, amend, modify, or delete any provision of this agreement or any policy of the Employer. The award of the arbitrator shall be binding upon NJIT and UCAN, and the grievant, to the extent permitted by and in accordance with applicable law.

Arbitration costs will be paid jointly by UCAN and NJIT.

## ARTICLE XXIII

### HEALTH AND SAFETY

1. A bargaining unit member designated by the Union shall participate as a regular member of the University Safety Committee.
2. No bargaining unit member shall be required to work under conditions where there has been a determination, on a reasonable basis in fact, that those conditions pose an immediate danger to health and safety. Bargaining unit members are responsible for reporting health and safety problems to their dean or director and to the NJIT Environmental Health & Safety Office.
3. NJIT shall use the standards and procedures adopted by the Occupational Safety and Health Administration when determining if a violation has occurred.

## ARTICLE XXIV

### SICK LEAVE

- A. Adjunct instructors shall receive three (3) sick days per semester employed. Unused sick leave may be accrued with no maximum limit. There shall be no payout of unused sick leave.

Sick leave may be used by employees when they are unable to perform their work by reason of personal illness, injury or exposure to contagious disease or for the emergency attendance of the employee upon a member of the immediate family (father, mother, spouse, the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law child, foster child, sister, brother, grandmother, grandfather, or relative residing in the same household) who is seriously ill, or whose spouse is hospitalized due to pregnancy. Sick leave may also be used for dental, optical or medical examination or treatment.

Sick leave for spousal care shall include those persons residing in the same household as the eligible employee and continuously living in a proven, singular spousal relationship with the eligible employee. The Employer is entitled to reasonable proof of such relationship prior to sick leave entitlement.

Accumulated sick leave may be used to grieve the death and/or attend the funeral of the employee's immediate family; father, mother, spouse, the registered domestic partner or civil union partner, as recognized and defined by applicable New Jersey law, child, foster child, sister or brother of employee and relatives of employees residing in the same household as employee. Leave used for bereavement shall be limited to three (3) days per occurrence unless exception for extraordinary reason is made by and at the discretion of the Vice President of Human resources or his/her designee.

The employer may investigate cases where there is reasonable suspicion of abuse of sick leave or patterned absenteeism. The Employer may, upon advance notice to the employee, require medical certification for any future use of sick leave.

## **ARTICLE XXV**

### **PERSONAL LEAVE**

Adjunct instructors shall be entitled to **one (1) personal day per semester** to be used for emergencies, observances of religious holidays, personal business and attendance at a funeral.

## **ARTICLE XXVI**

### **HEALTH BENEFITS**

Language pending research on NJ health care plans.

## **ARTICLE XXVII**

### **RETIREMENT AND LIFE INSURANCE**

Adjunct instructors are deemed to be employees of the State for purposes of participation in the Alternate Benefits Program consistent with the rules and regulations governing this program, and any changes in the rules and regulations made by the State of New Jersey.

**ARTICLE XXVIII**

**LAYOFF/REDUCTION IN FORCE**

The University reserves the right to layoff or reduce the amount of unit member employees due to financial reasons and/or reorganization needs. In such cases, the University agrees to provide thirty (30) working days written notice to the effected employee(s) (with a copy to the union) prior to the termination of employment.

The University shall effect a reduction in force through the seniority principle of "last hired, first fired" in each department or academic unit. The administration shall maintain a regularly updated seniority list of all adjunct instructors in each academic unit, starting with the date of initial appointment teaching as an adjunct instructor.

**ARTICLE XXIX**

**JURY DUTY**

NJIT shall grant time off with regular pay to those employees who are required to perform jury duty. Employees are required to submit to their supervisor the notification of jury duty as soon as possible. It is the responsibility of the employee to report to work after being released from duty.

**ARTICLE XXX**

**PARKING**

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 them to daily parking privileges on the Employer's premises.

2. All parking at all available locations, including the Employer's parking deck, and except for reserved spaces shall be on a first come first serve basis at the following rates. Except in the case of promotions and/or reclassifications, parking fees are to be determined on salary effective the first full pay on or after July 1, of each fiscal year or for bargaining unit members commencing employment after July 1, calculated as of the date of initial employment.

3. Parking 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. The fees shall apply as follows:

- a. Base Salary of \$0 - \$26,500.00.....pays \$25 per semester.

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

4. 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.

5. Parking fees will not be charged during the summer term.

6. 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.'

#### **ARTICLE XXXI PROFESSIONAL DEVELOPMENT**

NJIT will provide a Professional Development Fund, in the amount of \$50,000 for each academic year of this contract for professional development activities specifically related to pedagogic and related professional development needs of adjunct instructors in connection with and related to their professional activities at NJIT. The Fund will be administered by the Provost's office. Only adjunct instructors with bargaining unit status shall be eligible to apply for money from this Fund. Applications by adjunct instructors for funding shall first be submitted to the Department Chairperson or Program Director for review and endorsement consideration, and shall then be submitted to the Dean for approval. Only applications that are approved by the Dean may be submitted to the Provost's office for consideration. The entire \$50,000 must be awarded in any given year. The University shall provide the Union with copies of all award and denial letters.

#### **ARTICLE XXXII**

##### **SEVERABILITY/GENERAL**

NJIT and UCAN understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modification of existing rules governing working conditions shall be presented to UCAN and negotiated upon the request of the UCAN as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

### **ARTICLE XXXIII**

#### **DURATION**

The term of this Agreement shall be for a term commencing July 1, 2017 and ending June 30, 2019.

### **ARTICLE XXXIV**

#### **MISCELLANEOUS**

A. For personal tax purposes, adjunct instructors may request an official summary of their work at NJIT, containing the number of credit hours taught, number of semesters employed, seniority placement, total amount of pension deductions, total salary to date and paycheck deductions.



**Tuition Remission Policy**

*All Tuition Remission Plans described in this Policy are subject to the availability of funds as determined by the President of the University. While NJIT expects to continue the Tuition Remission Program as a benefit for employees, it reserves the right, subject to contractual obligations or other limitations, to modify or discontinue the Plan should it become necessary or advisable. To the extent that collective bargaining agreements contain different provisions, such provisions shall be controlling.*

**Overview**

New Jersey Institute of Technology (hereinafter “NJIT”) recognizes the importance of investing in Tuition Remission for its employees. To this end, NJIT’s Tuition Remission Policy provides eligible employees and their dependent child(ren) with the opportunity to advance their education, and provides employees with a means to achieve, maintain or enhance existing professional skills. The Policy summarizes who may participate in the Plan, what programs qualify for reimbursement, and how to apply for Tuition Remission assistance. The Human Resources Department is responsible for Plan administration.

**The Program**

**A. General Eligibility for Employees:**

1. Tuition assistance is available to full-time employees and part-time employees who work a minimum of 20 hours per week, and members of the Air Force Reserve Officers’ Training Corps (AFROTC). Adjunct faculty, temporary workers, consultants, leased or contracted individuals and other employees who work fewer than 20 hours per week, are not eligible for tuition remission benefits.
2. Eligibility begins after one year of continuous employment at NJIT and continues while the employee is actively employed when course(s) are completed. The employee must be admitted in an undergraduate or graduate degree program as a matriculated student, or be admitted to a university credit-bearing certificate program.

**B. General Conditions of Program for Employees:**

1. **Costs and Associated Expenses:** An eligible employee must meet the administrative and academic requirements and follow all admissions and registration procedures. The cost of fees, textbooks, laboratory breakage, travel (where applicable) and other incidental expenditures are the responsibility of the employee. Any penalties associated with late submission of forms and any other documents are the responsibility of the employee.
2. **Coverage:**
  - (a). **General:**
    - (i.) Approved programs, which include both degree programs and credit-bearing certificate programs, must provide an employee with the skills and competencies that can be applied to a specific career development program. Approved programs



must be related to an employee's career at NJIT and support the goals and objectives of the university. This determination shall be made by the area Vice President with the consultation and approval of the Vice President for Human Resources.

(ii.) The Plan does not reimburse for professional seminars, continuing education, conferences, workshops, licenses, licensed examinations, entrance exams, non-credit-bearing certificate programs and non-academic courses. Funds may be available from the employee's department to cover non-credit bearing courses and certifications that are not eligible for tuition remission benefits.

(iii.) When departmental funds are used to cover tuition costs, employees may take non-matriculating college credit courses to enhance their on-the-job skills, provided they receive advance written approval from the appropriate Department Head/ Dean and area Vice-President.

(b.) **Programs at NJIT:**

A maximum of two (2) credit bearing courses, per Fall or Spring semester, or Summer, may be taken by full-time employees at NJIT for a maximum of (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses are paid only for the minimum required for the program. Eligible part-time employees may enroll in one (1) course per Fall, Spring, or Summer semester, up to a maximum of three (3) courses during the year.

(c.) **Programs Taken at Other Colleges/Universities:**

(i.) **Course Limits:**

A maximum of two (2) credit-bearing graduate or undergraduate courses, per Fall or Spring semester, or Summer, for tuition only, up to a maximum of the NJIT in-state per credit tuition rate, may be taken by the employee at another accredited college or university, for a maximum of six (6) courses during the year. This includes thesis supervision/dissertation. Thesis courses will be paid up to a maximum of the tuition rate at NJIT. Tuition balances that exceed the NJIT in-state per credit tuition rate at another accredited college or university, and all fees, are the responsibility of the employee.

(ii.) **Cross Registration:**

Tuition costs for courses taken at Rutgers-Newark or Essex County College during the Fall or Spring semesters are eligible for tuition remission if the employee cross-registers for a mandatory course that is not offered at NJIT.

(iii) **On-Line Courses:**

Many on-line accredited colleges and universities operate on a lesson or unit basis rather than by semesters. The employee must provide a statement from the college or university showing the total number of lessons or units in the course, the total cost for the course (less fees and cost for books and other equipment), and the amount of tuition paid, if applicable, and submit the final grade upon completion of the course. Tuition for on-line courses will be paid up to the maximum in-state per credit tuition rate paid for courses taken at NJIT.

**3. Other Requirements and Conditions for Employees:**

(a.) **Primary Employment Obligation:**

Tuition assistance approval does not excuse the employee from work. Employees are expected to schedule classes that do not conflict with regular working hours. If a course is only available during work hours, the employee's supervisor will decide whether or not to release him or her from work to attend the class based on the work requirements of the department, charging leave banks where appropriate. Employees are expected to make up lost work time.

(b.) **Spouses:**

Neither the employee's spouse, domestic partner nor civil union partner is eligible to receive tuition benefits.

(c.) **Separating from NJIT:**

If an employee terminates employment with NJIT, whether voluntarily or involuntarily, reimbursement will be paid for courses successfully completed before the last day worked. Employees who leave the employ of NJIT before completing the course must reimburse the university.

C. **Eligibility for Dependent Children:**

1. **Employment Status of Parent:**

(a.) Eligibility for tuition remission as an NJIT student (including NJIT cross-registration programs) begins immediately upon employment of the parent at NJIT. Tuition remission benefits for dependents are not available for programs at other universities that are not part of an NJIT-affiliated program.

(b.) The parent of the child must be regularly employed on a full-time basis as of the first day of the course. To remain eligible, the dependent's parent must maintain full-time employment with the university. If the parent separates from NJIT after the child begins a semester, whether voluntary or involuntarily, or due to death or disability, eligibility will continue during the semester, but end upon completion of the semester.

2. **Definition of Dependency:**

(a.) A dependent child shall be defined as a child who is dependent upon the employee for support as defined by the Internal Revenue Service, and claimed as a dependent on the employee's federal income tax return. The university reserves the right to request a copy of the parent or legal guardian's federal income tax return.

(b.) The dependent child must be the biological child, adopted child, stepchild, or ward of the employee and must be the employee's dependent (documentation is required).

(c.) The dependent child must be less than 23 years old at the time of enrollment. Married children are not classified as dependents, and are not eligible for tuition remission benefits.

3. **Requirements and Conditions for Dependents:**

(a.) Dependent children must register for a full-time, matriculating, undergraduate program at NJIT for the child's first baccalaureate degree. Dependent children must be registered for no fewer than 12 credits and not more than 19 credits per semester. The Plan does not cover graduate courses for dependent children. The dependent child may register as part-time only during the last semester of his or her senior year.

(b.) Dependent children must meet the university's academic admissions requirements and follow registration procedures. The cost of textbooks, fees, travel, laboratory breakage and other incidental expenditures are the responsibility of the employee.

(c.) Dependent children will receive tuition assistance for only one summer course. Eligibility for tuition remission during the summer will require written approval of the student's academic advisor and will count as one semester of tuition assistance.

**D. Other Program Requirements Applicable to All Eligible Participants:**

**1. Satisfactory Academic Progress:**

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility.

**2. Scholarships, Grants, G.I. Bill Benefits:**

(a.) The plan will not pay for any course more than once, and it will not duplicate other educational assistance the dependent may be receiving, such as scholarships, veteran's educational benefits or other financial aid. In no case will tuition be granted beyond 10 terms for a 4 year program or beyond 12 terms for a 5 year program.

(b.) After scholarships, grants, G.I. Bill benefits, and other third party grant sources of payment, if any, have been applied to tuition and fees, the remaining balance of tuition and fees (if applicable) shall be eligible for waiver in accordance with the terms of this policy.

**3. Courses Taken During Previous Semesters:**

Tuition cannot be approved retroactively for courses taken during previous semesters.

**4. Auditing or Repeating a Course:**

Tuition Remission will not be granted if the employee or dependent chooses to audit a course and therefore does not receive a grade. Tuition Remission does not cover the cost of tuition for courses that the employee or dependent elects or is required to repeat.

**5. Reimbursement:**

(a.) Prior to the grant of Tuition Remission benefits the employee must complete the required Tuition Remission Form making his or her request and authorizing NJIT to deduct from his or her salary any amount that may become due under the Tuition Remission Program because of the receipt by the employee and/or his or her eligible dependent of a grade of less than "C", Fail or Incomplete.

(b.) Reimbursement for employees and/or their eligible dependents can be paid through the Bursar's Office, or through payroll deductions set up through the Payroll Office.

**6. IRS Taxable Income:**

The Tuition Remission benefit may be considered taxable income in accordance with the Internal Revenue Service (IRS) regulations. NJIT will determine whether or not the benefits received from the Tuition Remission Plan are subject to withholding as compensation, based on the provisions of the Internal Revenue Code. The sections of the tax code that govern whether or not NJIT must withhold tax on a reimbursement are subject to change.

## **7. Grades:**

### **(a.) Submission Deadline:**

Employees and their dependents taking courses at NJIT are not required to submit grades. Final grades will be obtained by the Human Resources Office through the SIS system. Upon the completion of a course, employees taking courses outside of NJIT are required to submit a transcript of their final grades to the Human Resources Office within 30 days of completion of the course(s). If grades are not submitted, tuition reimbursement will not be processed for the following semester.

### **(b.) Grades of “C” or Better; Pass:**

The employee or dependent must maintain satisfactory academic progress in order to maintain eligibility. If a course is not completed, or the employee and/or dependent receives a grade below a “C”, or in a Pass/Fail course the course is failed, the cost of tuition for the course(s) must be repaid by the employee to the university at the per credit rate.

### **(c.) Grades Less than “C”, Fail or Incomplete – NJIT Reimbursement:**

As noted, the employee shall be responsible for the costs of taking the course and must reimburse NJIT for the cost of tuition and fees, if applicable, for courses taken by the employee or his/her dependent for grades of, “D” (deficient), “F” (failed), or failing to convert a grade of “I” (incomplete) to a grade of “C” or better within one (1) semester. Reimbursements for dependents will be calculated on the per credit rate charged. The employee will be required to make arrangements with the Payroll Office to reimburse the university tuition remission benefits paid on behalf of the employee and/or their dependent.

If the employee does not agree to make arrangements to reimburse the university, further tuition remission benefits will be denied, and the university reserves the right to commence automatic payroll deductions from the employee’s salary not to exceed ten percent (10%) of the employee’s bi-weekly salary until the full amount due is paid. As noted above, by signing the Tuition Remission Form, the employee authorizes NJIT to deduct the reimbursement from their salary.

### **(d.) Withdrawing from a Course:**

If an employee or his or her dependent withdraws from an NJIT course after the Registrar’s Office withdrawal deadline date, (the add/drop period) the employee must reimburse the university. If an employee withdraws from a non-NJIT course, the employee must reimburse the university if NJIT paid for the course.

## **E. Procedures for Applying for Tuition Remission:**

1. Initial submission of the applicable forms for tuition remission approval must be filed thirty (30) business days prior to the start of the semester. Thereafter, the employee must complete and submit a Tuition Remission Form before the beginning of each

semester. The appropriate documentation must be attached to the tuition form, and the form must be signed by the employee and approved by the employee's Department Head/ Dean and area Vice President. Incomplete forms will be returned.

2. When all approval levels have been met, the Tuition Remission Form must be submitted to the Human Resources Office for processing.

3. Employees who are requesting tuition remission benefits for their eligible dependents must complete a Tuition Remission Form at the beginning of each semester. The form must be signed by the employee, and approved by the employee's Department Head/ Dean and area Vice President. Adequate supporting documentation must be submitted to support the amount of the benefits requested. Supporting documentation can include Bursar's Office statements, financial aid information and course statements from the registrar, or other documentation, as requested.

4. Tuition Remission Forms are available in the Human Resources Office or can be downloaded from the HR website at [www.njit.edu/humanresources](http://www.njit.edu/humanresources)

5. If courses are taken at another accredited college or university, the enrollment form, invoice or proof of payment must be attached to the Tuition Remission form.

## APPENDIX B – BIWEEKLY PAYROLL INFORMATION EXCHANGE

Every biweekly payroll, the University shall provide the union with a complete list of all bargaining unit employees and the following information in the form of distinct fields in an excel spreadsheet file:

Field name in biweekly admin file	Field type	Field description
PayendDt	Num	payroll date
UnitNm	Text	unit name
SSN	Text	socsecno - no data provided
KeyBit	Num	id calculated using ssn
Nm	Text	name
CamCd	Text	campus code
DivCd	Text	division code
DeptCd	Num	department code

CamNm	Text	campus name
DivNm	Text	division name
DepNm	Text	department name
EmpStat	Text	employment status (active,inactive,on paid/unpaid leave)
BirthDt	Num	birth date
EmpDate	Num	employment date
Gender	Text	gender (M,F)
Ethnic	Text	ethnic
TenureDt	Num	tenure date
UnionDuesCd	Text	union dues code (U,R)
Addr1	Text	home address
Addr2	Text	home address
City	Text	home city
State	Text	home state
Zip	Text	home zip code
BldgNo	Num	building number
MinorCmp	Text	minor campus
MajorCmp	Text	major campus
BldgNm	Text	building name
CamAddr	Text	campus address
CamCity	Text	campus city
CamState	Text	campus state
CamZip	Text	campus zip code
ApptBegDt	Num	last appointment date
ApptEndDt	Num	last appointment expiration date
Jc	Num	job code
PAYGROUP_DESCR	Text	paygroup description

Title	Text	title
PayCd	Text	pay code
RankCd	Num	rank code
Rank	Text	rank
Rg	Num	no data
St	Num	no data
PTPct	Num	part time percent
TeachingCredits	Num	teaching credits (almost no data)
FULL_Salary	Num	full salary
Salary	Num	current salary
County	Num	county salary
StatePct	Num	state percent
AESPct	Num	aes percent
FedPct	Num	federal percent
AUXPct	Num	aux percent
GrantPct	Num	grant percent
Email	Text	email
CmpPhoneNbr	Text	campus phone
CmpPhoneExt	Text	campus phone extension
RoomNbr	Text	campus room number
ApptNo	Num	appointment number
HeathPln	Text	health plan name
HEALTH_PLAN_CODE	Text	health plan code
RCP_ID	Num	rcp id
employee_id	Num	employee id
TenureTrack	Text	tenure track
JOBCLASS_TITLE	Text	title according to job class code

PRIME_IND	Text	prime job index
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