



# New Jersey City University Employee Handbook

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## **Welcome**

Welcome to New Jersey City University, a place we hope you will feel at home and be excited about contributing to the world-class educational experience we strive to provide all our students. NJCU staff and faculty reflect the diversity of our students and we embrace the vibrancy and creativity that emerges from that diversity. Our highly-personalized approach to teaching, supported by dedicated staff and innovative faculty, make NJCU an exciting community in which to work.

NJCU has progressed from its founding in 1929 as a State Teachers College to become a comprehensive university with numerous graduate programs. We cherish our past and are committed to a future full of exciting new programs and facilities to enrich the experience of our students and staff.

This handbook contains information on NJCU policies, procedures, benefits and standards for conduct in your employment at the University. It is intended to provide a summary of all the information we hope will be beneficial to you in understanding the essential employment processes and benefits available to you at NJCU.

## **Structure of the Handbook and How to Find Material that Applies to You**

This handbook contains information on NJCU policies, procedures, benefits and standards for conduct in your employment at the University. It is intended to provide a summary of all the information we hope will be beneficial to you in understanding the essential employment processes and benefits available to you at NJCU.

The handbook is divided into sections which are clearly labeled in a way to help you find the material in which you are interested. Because the material in the handbook generally applies to all employees at the University but there are differences in the substance of the material based upon the title you hold at the University, you should seek the material in each section which applies specifically to you. The three major categories of positions under which you will find the material relevant to someone in your title are set forth immediately below and will appear in the same order under each section of the handbook for easy reference. If you have any questions as to which category includes your specific title, please refer your question directly to the Office of Human Resources.

### *Classified Collective Negotiations Unit Positions*

The titles included under this heading are primarily those which are represented for purposes of collective negotiations by the CWA, IFPTE and AFSCME. These titles, in addition to being subject to the policies/procedures at the University, also reside within the jurisdiction of the State Department of Civil Service rules and regulations. Therefore, there are links contained in this handbook to relevant material in the collective negotiations agreements and the New Jersey Administrative Code as well as to University policies/procedures.

### *Unclassified Collective Negotiations Unit Positions*

The titles included under this heading are primarily those which are represented for purposes of collective negotiations by the AFT and include faculty, librarians and professional staff at the University. The terms of employment for employees in these titles are governed by the collectively negotiated agreements; policies developed by the Office of the Provost/Vice Presidents for specific use in their divisions; and the policies/rules and regulations of the Board of Trustees of the University under authority granted by State statute. Links are provided to relevant material in the collective negotiations agreement and the New Jersey Statutes Annotated as well as to University policies/procedures.

### *Non Unit Managers*

The titles included under this heading are those which are not represented by any collective negotiations unit. The terms of employment for employees in these titles are established by the University.

### **Covered Employees and Disclaimer**

The policies and provisions included in this handbook apply to all employees unless otherwise specified or superseded in appropriate collectively negotiated agreements or state/federal regulations.

The Employee Handbook is designed to provide employees with a reference guide about policies and other provisions which affect their employment at the University. None of the University's policies, procedures or practices, including those provided in this handbook, are to be viewed as a contract, promising or creating any contractual rights of any kind. Rather, they are guidelines which are subject to the University's sole interpretation, and which can be suspended or changed by the University at its discretion at any time and without prior notice to employees. This handbook supersedes and replaces all previous handbooks covering all employees and other statements of University policies, rules and procedures except for the Faculty Handbook to the extent that it covers personnel policies and other provisions set forth in regulation and/or appropriate collectively negotiated agreements affecting employment that are academic in nature and applicable only to faculty. Nothing contained in this handbook or any other manual or policy, work rule or oral or written statement of the University constitutes a contract of employment or as making any promises or creates any contractual right of any kind to employment or the benefits of employment. Only the President of the University or his/her designee has the authority to enter into a contract of employment.

### **Mission**

The mission of NJCU is to provide a diverse population with an excellent university education. The University is committed to the improvement of the educational, intellectual, cultural, socio-economic, and physical environment of the surrounding urban region and beyond.

## **SECTION 1. STARTING YOUR JOB**

### **New Employee Benefits Orientation and Enrollment**

During the hiring process, employees may meet with HR and Benefits to finalize on-boarding information including important University policies previously transmitted electronically. General orientation sessions to review policies and other general information are held regularly.

### **Background Checks, Fiduciary Checks & Education Validation**

When an offer of employment is accepted, all employees are required to undergo a background check which includes a fiduciary review for select positions requiring the handling of money and/or responsibility for the financial affairs of the University and a driver's license validation for positions operating University vehicles. Verification of educational credentials is included for positions requiring a post-secondary degree. Details may be viewed by accessing the following link: [Background Check Procedures](#)

All offers of employment are conditioned on the completion of a background check and receipt of the subsequent report containing information that is consistent with the requirements set forth in NJCU policy. All background checks are conducted in conformity with the Federal Fair Credit Reporting Act, the Americans with Disabilities Act, and state and federal privacy and anti-discrimination laws. The content of the report is confidential and is available only to individuals in HR who are directly involved in the hiring process.

If information obtained in a background check would lead NJCU to deny employment, a copy of the report will be provided to the applicant, and the applicant will have the opportunity to dispute the accuracy of the report. Background checks may include a criminal record check, although a criminal conviction does not automatically bar an applicant from employment.

Applicants for positions identified by the University must take a drug test before receiving an offer of employment or beginning work. Refusal to submit to testing will result in disqualification for further consideration for employment.

### **Reference Checks**

Consistent with best practice, reference checks are conducted on all applicants who are considered finalists for the position and/or may be made an offer of employment. At the appropriate time in the search process, the University will request a list of names and contact information for current and/or former employers, peers and business contacts.

### **Employment Eligibility / I-9 form**

Federal regulations require NJCU to verify the identity of all employees and their qualification, under law, to work in the United States. Within three days of the start of employment, all employees must provide HR with proof of employment eligibility and identity and must sign the

I-9 form. Individuals who fail to provide appropriate documentation (lists of acceptable documentation are included with the I-9 form) within three days of employment may not continue in their employment at the University. Individuals who fail to provide appropriate documentation (lists of acceptable documentation are included with the I-9 form) in a timely fashion but in no case any later than within three days of employment may not continue in their employment at the University.

### **Moving and Relocation Expenses**

#### **Policy**

At its discretion, the University may, as part of an offer of employment, agree to pay a portion of the moving and/or relocation expenses of a new faculty member or manager where the qualifications of the candidate and/or market conditions warrant such an accommodation.

#### **Keys**

If you are an active employee of the University and you require keys to your office/department please contact the Public Safety Office following the procedures set forth below:

1. Contact Public Safety at 201-200-3127 or [publicsafety@njcu.edu](mailto:publicsafety@njcu.edu) for a form.
2. Fill in the appropriate information (location, number of keys, etc.) All requests must be approved and signed by the respective Director, Department Chair, Dean or Vice President.
3. The Public Safety supervisor will notify the requestor when the keys are ready to be picked up in V-129 from 8:30am to 4:30pm.
4. The requestor must sign a Key Agreement stating that he/she will be responsible for the issued key(s).
5. Key exchanges and duplicating of keys are not permitted.

### **Personnel Records and Information Accuracy**

The Office of Human Resources is the appropriate custodian of the official record of employment actions maintained in that area for all employees at the University. Our information is only as correct as the information provided by employees. To view your on-line records please log-in to Gothic Net and access employee data through our self-service module. If you require any changes or updates, you can send an e-mail to [HR@njcu.edu](mailto:HR@njcu.edu); please provide your Employee ID# so that we can correctly identify and update your records. You may contact the Office of Human Resources to review other hard copy personnel records.

Upon hire and throughout employment, all employees are responsible for providing accurate information related to their employment. Any misrepresentation at hire or during employment may be cause for termination. Employees must also notify the Office of Human Resources of any felony, drug, alcohol or sex related offense where a plea of guilty or no-contest was filed or for any conviction on such offenses.

### **NJCU Gothic Card**

The GothicCard is the official identification card for New Jersey City University. Your photograph, GothicNet number and your status appears on your card. It is a convenient pre-paid money management account designed for the New Jersey City University community. As such, it is more than just your ID. With just one card, you can enjoy campus-wide purchasing power for food, snacks, books, supplies, clothing, and more. It also allows access to facilities on campus, parking in the University lots and the ability to borrow books from the library.

Once you have funded your Gothic Card it becomes a purchasing card and you can begin to make "cash free" purchases at vending machines, the bookstore and food service locations throughout the campus.

New and replacement cards can be obtained at cost at the:

Card Services, Hepburn Hall Room 114  
Tel: 201-200-2273 Fax: 201-200-2551

If you lose your Gothic Card, you should contact the University Service Center at the above number immediately to disable the card and prevent theft of use. The University will not be responsible for any expenses incurred on a lost or stolen Gothic Card.

### **Parking**

Once you have obtained your Gothic Card, it will give you access to any of the parking areas on campus. For your convenience there is a staff parking lot available at no cost to employees (Parking Lot #7). Access to this lot is on Route 440. (Parking lots and rates are subject to change).

Additional information about parking can be obtained at the University Service Center. The University allows online payments to your Gothic Card and payroll deductions for those opting to park in the fee-based parking areas.

### **GothicNet Access**

GothicNet is the University's web-based portal that provides an array of convenient online services. With GothicNet you can view your paycheck, compensation history, voluntary deductions, benefits, insurance, direct deposit, and much more. To access GothicNet, visit <http://gothicnet.njcu.edu>. During the on-boarding process the Office of Human Resources will provide you with your USERNAME and password that has been determined by the IT Department.



### **NJCU Email Account**

Your e-mail address will be provided to you during your on-boarding process by the Office of Human Resources. University email is to be used only for work-related purposes as set forth in the University Policy on Responsible Computing.

New Jersey City University uses a web-based email application Outlook Web App (OWA) for Faculty and Staff. Outlook Web App allows you to use a web browser to access your mailbox from any computer that has an internet connection.

You can also access your NJCU email on GothicNet Portal through Outlook Web App (OWA), the University's web-based email system. Use your NJCU email to check for University information and to communicate with the NJCU community. You should frequently and consistently check for NJCU email messages as email is the official means of communication from the University to its employees.

## **SECTION 2. YOUR CAREER PATH**

### **Classification of Jobs**

#### **Classified Collective Negotiations Unit Positions**

Classified collective negotiations unit positions are governed by the State Civil Service, Board of Trustees policies and the provisions of collectively negotiated agreements pertaining to these employees. They are assigned titles, pay ranges and fixed steps within each range based on rules/regulations/provisions contained therein. As a general matter, employees hired into classified positions at the University are selected from Civil Service lists ranking candidates on the score they received on the competitive exam for the position. The University also has the prerogative to hire classified employees on a provisional basis pending the Civil Service exam for the position. In these instances, the employee is encouraged to take the exam as soon as possible to provide for the opportunity to become permanent in the title. More detail concerning Civil Service job classifications may be found at [https://www.nj.gov/csc/nj\\_title4a/chapter3/ch3\\_4.htm](https://www.nj.gov/csc/nj_title4a/chapter3/ch3_4.htm) or in the Civil Service State Title Listing: <https://info.csc.nj.gov/TitleList/StateList.aspx>

#### **Unclassified Collective Negotiations Unit Positions**

Unclassified collective negotiations unit positions (faculty, librarians and AFT professional staff) are governed by the collectively negotiated agreement, and/or policies developed by the Office of the Provost/Vice Presidents for specific use in their units, and the policies/rules and regulations of the Board of Trustees of the University under authority granted by State statute and rely on titles and salary ranges adopted pursuant to that authority. In hiring for positions in the unclassified service, the University has complete discretion to select the candidate of its choice through its established selection process. Once employed, progression along the individual steps in the salary ranges is set forth in the appropriate collectively negotiated agreements.

#### **Non-Unit Managers**

Consistent with the statutory authority granted to the University Board of Trustees for all unclassified employees at the University, NJCU has established titles and corresponding salary ranges for non-collective negotiations unit management positions based on knowledge, scope, level of work, budgetary accountability, and skill, competency and educational qualifications. Generic job descriptions which contain general specifications and role families (ie; Director I, 2 or 3) are used as a guide to assign ranges to management positions within the departments of the University based upon such factors as:

- Scope and organizational relationships
- Typical duties and responsibilities
- Examples of work
- Minimum requirements and qualifications essential to work performance

Additional information such as competitive market benchmark survey data is used by the Office of Human Resources working in concert with senior management within the department to ensure that these managerial positions are properly classified in terms of salary and appropriate placement in the organizational structure and reporting hierarchy of the University.

New position titles are reviewed and evaluated by Office of Human Resources which offers recommendations for range and title to the affected Vice President and subject to approval by the President.

### **Position Descriptions**

Every position requires a current department position description that includes:

- Business / department title
- Summary
- Essential functions and accountabilities
- Dimensions of supervision, budget accountability, education and experience, and other pertinent skills and competencies

The Office of Human Resources maintains standardized generic descriptions used to assign the appropriate salary level to department positions and titles. (See Section 3 for more detail). Divisions and departments are responsible for maintaining updated local descriptions detailing specific job related duties and to regularly provide Human Resources with copies for personnel files. Further, as changes occur, regular updates of position descriptions are required for Human Resources to perform periodic classification review. Human Resources additionally reviews positions to ensure that all management positions and other qualifying unclassified positions are in compliance with the standards for exemption under the Fair Labor Standards Act, 29 U.S.C. 201 et seq.

### **Opportunities for Advancement**

#### **All Non-Faculty Positions**

In all instances, the University seeks to employ highly qualified candidates for position vacancies at the University while recognizing its commitment to equal employment opportunity under relevant law. Current employees who demonstrate excellent performance of their current job responsibilities may potentially advance in their careers at the University through several avenues:

- reclassification of the position which one currently holds;
- through competition with internal and/or external candidates for a newly created or vacated position at a higher level at the University;
- or, for non unit managers at the University, in unique circumstances in which there is a highly qualified candidate who has demonstrated his/her competency in duties assigned to a vacant position at a higher title in his/her work unit, and the performance of those responsibilities is critical to current priorities of the University

With respect to reclassification, consideration for a change in the classification of a position may be initiated in one of two ways: at the request of the employee holding the position, or, by management due to a singular or comprehensive review of the organizational structure of the work unit. If an employee currently occupies a position which has been reclassified upward due to changing needs in the work unit, the employee may be selected to move to the new position based upon his/her qualifications and performance. In all cases, consultation with the Office of Human Resources should occur prior to a determination as to how the change in the classification of a position should be handled in accordance with appropriate collectively negotiated agreements, regulations and statutes.

### **How to Apply for Opportunities for Advancement**

NJCU has a job posting system to announce and solicit internal and external candidates for all regular and part time permanent new and replacement positions. Employees may apply to opportunities that are posted and will be considered based on their background and qualifications as they relate to the scope and requirements of the position. Employment opportunities can be found at <http://www.njcu.edu/jobs-njcu>

Positions are posted using requisition and management approval procedures using the Taleo.

### **Classified Collective Negotiations Unit Positions**

For classified employees, eligibility for position vacancies is set forth in Civil Service regulations and/or appropriate collectively negotiated agreements. Affected employees should refer to those regulations/agreements before applying.

### **Unclassified Collective Negotiations Unit Positions**

Unclassified positions follow search guidelines designed to promote diversity and consistency of selection standards and process.

### **Non Unit Managers**

Managers who are not included in a collective negotiations unit may apply for any position vacancy for which they are qualified. The established search guidelines will apply.

### **Performance Assessment**

NJCU's dedication to excellence requires that employees' work effort and outcomes are aligned with University-wide values and objectives and that individual goals support the overall mission of the University. In order to ensure the highest quality performance of all employees at the University, there are formal systems of performance assessment in place which are designed to provide regular and constructive feedback and two-way communication between managers and supervised staff. Formal performance assessment additionally provides constructive career feedback and helps identify training needs for future opportunities. Managers/supervisors are also encouraged to actively engage employees on an informal and on-going basis providing

support and feedback to enhance performance and to address any performance issues that may arise on a timely basis.

### **Classified Collective Negotiations Unit Staff**

The performance appraisal system for classified staff at NJCU is the ePAR. It is used as a means to assist managers and supervisors to accomplish the following:

- understand and eliminate any problems associated with the performance of the employee;
- recognize the strengths and weaknesses of the employee and address areas in need of improvement;
- assist the employee to make positive contributions to his/her work unit and the University;
- encourage the employee to accept responsibilities and challenges;
- help the employee acquire new capabilities;
- enable the University to make the best use of the talents of the employee within the parameters of his/her job description

### **Unclassified Collective Negotiations Unit Staff**

The performance of professional staff in the AFT collective negotiations unit is assessed at the time of reappointment to determine if such reappointment is warranted based upon a judgment concerning his/her performance in the responsibilities of the position. Annual and multi-year reappointments require both a self-assessment and supervisory review. Additional documentation may include peer review. Standardized forms are distributed to candidates with a copy to supervisors in September, November or February in accordance with the reappointment schedule and length of service. Approved reappointments are submitted by the President to the Board of Trustees in accordance with timetables set forth in the appropriate collective negotiations agreement.

### **Non Unit Managers**

NJCU has established a performance management program to assess the performance of its managers. The program requires active engagement between evaluators and managers in performance planning, development and evaluation. It has a strong career focus by encouraging regular interaction between a manager and his/her subordinates with respect to individual goals including personal development. Planning and review of the functions and responsibilities of the position as well as goals are completed annually. The program also provides the framework, procedures and tools to align managers' goals, skills, talents and performance outcomes with the University's vision, mission and strategic plan.

At the end of the plan year, non unit managers' performance is assessed on the basis of a short document prepared by the manager setting forth whether he/she achieved the goals set forth for that year and listing no more than three additional major accomplishments which the manager wants to highlight. Additionally, goals for the coming year are established at this time. Based on the judgment of the manager's direct supervisor, the appropriate vice president and President as to whether the manager's performance so warrants, the President may recommend

reappointment for the coming year to the Board of Trustees and the manager may receive a letter of reappointment for that period. Managers who are hired after January 1<sup>st</sup> will be evaluated and considered for reappointment in the end of year cycle following June of the year in which they were hired.

## **SECTION 3. YOUR PAY**

### **Compensation Philosophy**

NJCU seeks to recognize/reward employees for extraordinary performance. In accordance with best practices, elements considered in the philosophy are:

- Consideration of equity (pay proximity of positions requiring comparable training and experience, similar duties and responsibilities) and market considerations in hiring and subsequent personnel actions whenever possible.
- Ensuring consistent standards with respect to compensation administration in all units across the University
- Making NJCU an employer of choice recruiting, retaining and rewarding talented and effective staff
- Communication as transparently as possible within the constraints of regulations and collectively negotiated agreements
- Salary ranges reflecting appropriate organizational hierarchy and market considerations
- Empowering managers to play a role in managing pay effectively and consistently through communication and training
- Appropriate processes for performance which falls below acceptable standards where regulation and collectively negotiated agreements permit

Where NJCU has discretion over compensation, salary ranges and rates of pay, the University strives to be competitive with and at or above median salaries of aspirational, national and regional peer institutions based on those of similar or slightly larger size and in comparable geographic markets with demographic characteristics similar to those at NJCU. However, actions to maintain competitiveness are at the sole discretion of the University based upon its judgment and are always subject to availability of funds.

### **Salary Structures and Hiring Rates**

#### **Collective Negotiations Unit Positions**

For employees covered by collective negotiations agreements, the salary structure has multiple ranges which consist of a series of steps within the range. Employees move along the steps in the range in accordance with the appropriate collectively negotiated agreement.

#### **Classified Collective Negotiations Unit Positions**

For classified collective negotiations unit employees, the hiring rate is required under Civil Service regulations not to exceed step four of the range except for a limited number of positions.

#### **Unclassified Bargaining Unit Positions**

For unclassified collective negotiations unit employees, the University has greater discretion over hiring rates and bases its determination on a judgment with respect to the candidate's

credentials and experience with consideration to consistency across similar titles/positions at the University and competitive market rates.

### **Non Unit Managers**

NJCU strives to base its compensation for non unit management positions on the compensation philosophy set forth above. The salary structure consists of a series of ranges associated with generic titles which serve as a reference point for hiring, promotion and other adjustments to pay. The structure is regularly reviewed with recommendations for adjustments approved by the Board of Trustees. The University has discretion over the hiring rate which is determined on the basis of credentials and experience with consideration to consistency across similar titles/positions at the University. Generally, a non-unit manager would need to be in his/her position for more than six months before being considered to be eligible for a normal salary increase. Increases are based upon a judgment of performance and vary on that basis within the limits of the pool established for this purpose on an annual basis.

### **Salary Increases Based upon Promotion, Adjustments and Reclassifications**

#### **Promotions**

#### **Classified and Unclassified Collective Negotiations Unit Positions**

When an employee in a classified or unclassified collective negotiations unit position is promoted to a title at a higher level than their current position, they are eligible to receive a pay increase. The respective collective negotiations agreements provide the mechanism for determining promotional increases with the general rule being that the employee is moved to the next step on the current salary range and then equalized on to the new range at the next highest step.

#### **Non Unit Managers**

Promotional increases for non unit managerial employees are dependent upon the scope of the increase in responsibilities and are generally set between five to fifteen percent depending on the range to which the employee is being moved and the degree of increase in the scope of responsibilities as well as consideration of what the salary might be if hiring an external candidate.

#### **Adjustments**

#### ***Unclassified Collective Negotiations Unit Positions***

In accordance with appropriate collective negotiations agreements, the University may adjust an individual faculty or professional staff member's salary range.



### ***Non Unit Managers***

In certain circumstances, and based upon the recommendation of the appropriate vice president to the Office of Human Resources, with the approval of the President, the University may effectuate an adjustment to a manager's compensation/pay to address one or more of the following circumstances:

- Internal equity considerations with respect to other comparable positions
- To address an issue of salary compression
- To retain an exceptional performer where documented competitive market inequities exist in which pay has not kept pace with escalating markets due to technology demand, or other demand anomalies in external market functions. Guidelines for in-range adjustments are 5-10% and no more than 15% for a range level change.
- Restructuring / reorganization where substantial change has occurred in the complexity and scope of the position with clearly identified new areas of responsibility/accountability. The normal standard for determining the new salary will be that the manager will be treated as if he/she were a new hire.

When a non unit manager has been serving in an acting capacity in a title at a higher salary range and successfully competes with internal and/or external candidates for a new appointment, the normal standard for considering the size of the adjustment to the manager's salary will be that he/she will be treated as a new hire.

Similarly, when a non unit manager has been serving in an acting capacity in a title at a higher salary range and returns to his/her original position, his/her salary will then conform to the salary which he/she would be earning if he/she had continued in that original position.

### **Reclassifications**

Reclassification of positions is primarily a mechanism used to enhance institutional flexibility by allowing a realignment of duties/responsibilities in a changing work environment, especially when the creation of a new position is not a viable option. A consideration of a reclassification may be deemed appropriate only when the duties and responsibilities of a position substantively expand or contract due to factors such as organizational restructuring, technology and/or regulatory changes. Further, reclassification is only considered within the same functional area/work unit.

Based upon the judgement of the University, when position functions change so significantly as to warrant a search for the newly defined position, the position will be posted and be subject to the normal search procedures in effect at the University. Any qualified employee within or outside a collective negotiations unit may apply for that position.

## **Classified and Unclassified Collective Negotiations Unit Positions**

Reclassifications for classified and unclassified collective negotiations unit employees may be initiated by departments/ supervisors or at employee written request. Requests from departments/ supervisors are to be submitted during the budget process with appropriate vice presidential approval. Classified and unclassified professional staff reclassification requests are reviewed by the Office of Human Resources with a recommendation provided to the employee's supervisors and the determination as to new range and step follow civil service and appropriate collective negotiations agreement formulas respectively. Reclassification requests will be considered only on the basis of substantive change for reasons including:

- Restructuring / reorganization where substantial change has occurred with identified new areas of responsibility/accountability
- Additional duties assigned which add complexity and increased scope to a position

Should a determination be made that the new duties of the position warrant a reclassification, the University may effect the reclassification; modify the duties being performed; or remove the new duties from the position and decline to reclassify the position.

Classified reclassifications may be appealed to the State Department of Civil Service. Appeals of unclassified collective negotiations unit reclassification decisions for professional staff may be made pursuant to the provisions set forth in the appropriate collective negotiations agreements. The Office of Human Resources should be contacted for forms and procedures for classified and unclassified professional staff reclassification requests.

## **Non Unit Managers**

Requests for adjustment in the compensation/pay for non unit management positions are submitted by department/division management during the budget process with the appropriate vice president's approval after consultation with the Office of Human Resources and the Office of the President. Adjustments to compensation/ pay require documentation of reasons including competitive market conditions and/ or internal comparisons which, in the judgment of the University, justify a change. Should a non unit manager wish to be considered for a position which is being reclassified, he/she should utilize the procedures in place to be considered.

## **Distribution of Paychecks**

Payment is made through direct deposit into the employee's bank account(s).

## **Viewing Paychecks**

Through GothicNet, all faculty, staff and student employees may view their paychecks. To view pay stubs, log into GothicNet. From the main menu, select employees, staff self-service and view paycheck.

### **Direct Deposit**

Direct deposit is mandatory at NJCU for all employees. Payment is made through direct deposit into the employee's bank account(s) or onto a payroll card (similar to a debit card). Please be sure to complete the requisite form available from Payroll with respect to how you want your paycheck deposited.

## **SECTION 4. UNDERSTANDING YOUR BENEFITS**

NJCU offers a variety of Health, Dental and Prescription Plans to suit your individual or family's needs which are provided in accordance with the State Health Benefits Plan of the State of N.J. There are pre-tax programs and plans available in which employees may enroll to cover such expenses as the employee cost for medical and dental plan coverage, unreimbursed medical and dependent care, and for commuting and parking. Payroll deductions for participation in these programs are permitted and forms are available from Human Resources.

Employees who have questions about their eligibility for coverage for the benefits described in this section or who need clarification of the options from which they may choose should contact the Office of Human Resources for assistance.

With respect to leaves of absence, employees are required to make the necessary arrangements through the Office of Human Resources and in accordance with relevant statute, regulations, policy and appropriate collectively negotiated agreements. Immediately upon receiving a request for leave of absence, Human Resources will alert the employee's out of unit supervisor in writing and will consult with the appropriate vice president concerning the effective dates of the potential leave and its impact on operations before approving any leave request. Requests for leaves of absence for any reason other than an emergency medical leave due to an unforeseen illness or accident must be received within a reasonable timeframe for the University to make the necessary arrangements to cover the employee's job responsibilities and in no case less than two months prior to the beginning of the requested leave, and, for faculty, no later than one semester's notice. (Please refer to the University Fitness for Duty Policy for any related leave request)

### **HEALTH BENEFITS**

#### **Benefits Eligibility**

The University, as a State employer, provides health, dental and prescription benefits to all full-time employees and their eligible dependents. Coverage begins two months from date of hire. 10-month faculty hired for Fall Semesters are covered beginning on September 1. 10-month faculty hired for Spring Semesters are covered beginning on February 1. Health, Dental and Life Insurance benefits continue during summer months without interruption. Any extra premiums necessary to continue benefits are taken prior to final pay check of academic year.

Eligible dependents include spouse, same-sex domestic partner as defined by the Domestic Partnership Act, civil union partners, and unmarried children until the end of the year in which they attain age 26. Coverage will cease automatically December 31 following the attainment of age 26 for dependent children. Coverage can be continued on an individual basis through COBRA for up to 3 years. Certain overage children may be eligible for coverage until age 31. The child must be: under age 30; unmarried; have no dependents; be a resident of New Jersey or full time student; and not covered by another plan. Additional information is available at the following link: [Factsheet 74](#)

A child who, because of intellectual disability or physical handicap, is incapable of self-support upon attaining age 26 may be continued under the plan while remaining incapacitated and unmarried, subject to the employee's coverage continuing in effect. *Proof of incapacity must be received by the Division of Pensions and Benefits within 60 days prior to the date coverage would otherwise terminate.*

Part-time employees of the State and part-time faculty at institutions of higher education that participate in the SHBP are eligible for coverage if they are members of a State-administered pension system. The employee or faculty member must pay the full cost of the coverage. Additional information is available at the following link: [factsheet 66](#)

### **Domestic Partnerships**

On July 10, 2004, The Domestic Partnership act went into effect. This law provides for the extension of State Health Benefits Program benefits to same-sex domestic partners of State employees. The member and spouse level coverage will be used for an employee with a domestic partner. The premium rate for Member and Spouse and Member and Domestic Partner will be the same. If the employee also has children enrolled for coverage the Family level coverage will include the domestic partner at the same cost as if a spouse were covered.

### **Health Plans**

The University offers comprehensive health and prescription coverage with various plans offered by the State Health Benefits Program. Plans offered include a PPO, HMOs and several low cost plans. Employees pay a percentage of premiums, based on level of coverage and annual salary or 1.5% of base salary, whichever is greater. The low cost plans that are offered have higher deductibles and copays which in turn reduce employee payroll deductions. All plans should be reviewed carefully and compared with spousal/partner coverage if available prior to making an enrollment decision. Once enrolled changes will not be permitted with the exception of open enrollment periods and due to qualifying family events such as marriage, divorce, birth and death. Additional information on health plans that are offered is available from the Benefits Office or at the following link: [Health plans](#)

### **Dental Plans**

Full time employees have a choice between two types of dental plans, a DPO or indemnity type plan.

DPOS are companies that contract with a network of providers for dental services. There are several DPOS offered. If you select DPO coverage you must use providers who participate with the DPO you enroll in.

The indemnity plan allows you to choose any licensed dentist for your dental care. There is an annual deductible and you will be reimbursed a percentage of reasonable and customary charges for services that are covered under the plan.

Once enrolled, you and your eligible dependents must remain in the dental plan you elect for a minimum of 12 months before you change plans or drop coverage. In the event you wish to change dental plans, you will not be permitted to do so until the Open Enrollment period following the 12 month period. A payroll deduction is required. All plans should be reviewed carefully and compared with spousal/partner coverage if available prior to making an enrollment decision. Once enrolled, changes will not be permitted with the exception of open enrollment periods and due to qualifying family events such as marriage, divorce, birth and death. Additional information on dental plans that are offered is available from the Benefits Office or at the following link: [Dental](#)

### **Prescription Drug Coverage**

The Prescription Drug Program helps meet the cost of drugs prescribed for employees and their eligible dependents. There is a co-payment for each 30-day supply when purchased at a retail pharmacy. The copays vary based on health plan coverage and type of drug. If a “participating pharmacy” is used; the copay is paid to the pharmacy when the prescription is dispensed. If a “non-participating pharmacy” is used, the employee must pay the full amount and file a claim form for reimbursement. The employee will then be reimbursed per a schedule of approved fees. Forms are available on the Benefits website at the following link:

There is also a mail order component to the program designed for those taking prescription medications on an ongoing basis. The mail order program allows up to a 90 day supply of medication with various copays based on health plan coverage and type of drug. It is required that the physician write the prescription as a 90 day supply with refills when ordering through mail order. Mail order forms are available at the following link: [Prescription](#)

Ahttp://www.state.nj.us/treasury/pensions/pdf/handbook/hp0506.pdfadditional information on the prescription plan is available at the following link:

### **Vision Care Plan**

*Benefits are paid in accordance with the collective negotiations unit agreement.* This plan covers all full-time employees and their eligible dependents after two months of employment, for partial reimbursement towards eye exams and lenses (single, bifocal or contact). There is no reimbursement toward frames. Please refer to your bargaining unit agreement for specific reimbursement rates. An itemized receipt indicating the cost of the exam along with the cost and type of lenses should be submitted to the Benefits Office of the Office of Human Resources for reimbursement. There is no salary deduction for coverage.

### **“Section 125” Program**

The State of New Jersey provides employees participating in the State Health Benefits Program a benefit plan under the provisions of Section 125 of the Internal Revenue Code. Section 125 includes the option of participating in any or all of the following plans.

1. **The Premium Option Plan** allows employees to pay any State Health Benefits Program medical and/or dental premiums they have with before-tax dollars.
  - Premiums are deducted from each paycheck before Federal income and FICA (Social Security & Medicare) taxes are taken out — thereby saving the employee money.
  - Enrollment into the Premium Option Plan will be automatic *unless an employee signs the Declination of Premium Option Plan Form and returns it to the Benefits Office in the Office of Human Resources.*
2. **Unreimbursed Medical Spending Account:** The Unreimbursed Medical Spending Account allows employees to set aside before-tax dollars to pay for medical and dental expenses NOT paid by insurance.
  - The employee elects to set aside money from his/her pay for the entire calendar year for this plan.
  - The payroll deductions are taken from each paycheck before Federal income and FICA (Social Security & Medicare) taxes are taken out — thereby saving employee money.
  - Employees can use the account for health care services such as co-payments and deductibles for medical, prescription and dental bills, and services not covered by insurance.
  - Minimum election is \$100 per year.
  - Maximum election is \$2,500 per year.
3. **Dependent Care Spending Account:** The Dependent Care Spending Account allows employees to set aside before-tax dollars to pay for eligible dependent care expenses.
  - The employee elects to set aside money from his/her pay for the entire calendar year for this plan.
  - The payroll deductions are taken from each paycheck before Federal income and FICA (Social Security and Medicare) taxes are taken out — thereby saving the employee money.
  - Qualifying expenses are those dependent care expenses necessary to enable the employee and spouse (if married) to work.
  - Eligible dependents include the employee's children below age 13, spouse (if a full-time student or physically or mentally incapable of self-care), or any other person, regardless of age, who is considered the employee's dependent for tax purposes and who is incapable of self-care.
  - Minimum election is \$250 per year.
  - Maximum election is \$5,000 per year for a married person who files their federal income tax jointly; \$2,500 maximum if married, filing separately.

### **Health Savings Account**

Health savings accounts are a component of some of the health plans that are offered. Employees may not enroll in both a health savings account and unreimbursed medical spending account. Information on the differences between Flexible Spending Accounts and Health Savings Accounts is available at the following link: [Health Savings Account](#)

### **Pre-Tax Commuter and Parking Benefits**

Whether you pay to ride the train, bus, light rail, or pay to park, you can save on your commuting expenses through a pre-tax program. Pre-tax deductions can be taken to purchase tickets for NJ Transit or for parking expenses. Please contact the Benefits Unit in the Office of Human Resources for additional information.

### **Medicare**

Employees reaching the age of 65 are usually eligible for Medicare. Current federal law prohibits employers from requiring Medicare enrollment for active employees. The law does allow employees who are still working to drop their employer's insurance plan and replace it with Medicare. If you do enroll in the Medicare Program while you are still employed or if you were already enrolled when you were hired (and are a participant in the State Health Benefits Program), the State Health Benefits Program will become your primary insurance plan and Medicare will be the secondary plan.

Although Medicare enrollment is not required for those who continue to work, we strongly urge you to contact the Social Security Administration when you or your spouse reach age 65 so that you understand how to secure Medicare coverage when you leave work or retire.

State law requires that anyone who has retired and is eligible for Medicare ***must enroll in the full*** Medicare Program in order to be covered under the retiree group of the State Health Benefits Program. If you do not submit proof of your enrollment in the full Medicare Program (Part A & Part B) when required, your coverage under the State Program will be terminated. As a retiree, once enrolled in Medicare, Medicare will become the primary plan and the State Health Benefits Program will become secondary coverage. Additional information is available at the following link: [Medicare Parts A & B for Retirees](#)

### **Job-Related Insurance Coverage**

#### **On-the-Job Injuries**

New Jersey Workers' Compensation law provides medical treatment, wage replacement and permanent disability compensation to employees who suffer job-related injuries or illnesses, and death benefits to dependents of workers who have died as a result of their employment.



If an injured employee is disabled for a period of more than seven days, the employee will be eligible to receive temporary total benefits at a rate of 70% of the employee's average weekly wage, not to exceed 75% of the Statewide Average Weekly Wage (SAWW), or fall below the minimum rate of 20% of the SAWW. These benefits are provided during the period when an employee is unable to work and is under medical care. Determination of eligibility for temporary compensation benefits is made by the Bureau of Risk Management.

All work related injuries or illnesses must be reported to your supervisor and the Department of Human Resources immediately, but in no case later than 24 hours after the incident. If these offices are closed, Public Safety must be notified. If urgent medical care is required, the employee should go to the emergency room of a local hospital and explain that billing should not go through regular insurance, but rather be handled as worker compensation. During the next business day, an accident report must be completed in the Department of Human Resources.

All medical treatment must be authorized and coordinated by the Benefits Office and/or a case manager from Horizon Casualty and be provided by a participating physician. Treatment should not be obtained by the employee's personal physician. Failure of the employee to comply with these provisions will result in compensation claims being denied.

All employees are urged to exercise extreme caution in the performance of their duties and to recognize that it is an individual responsibility to utilize safe and healthy practices on the job, thus avoiding injury. Instances of unsafe conditions should be reported to the supervisor and/or the Department of Human Resources.

### **Disability**

Employees must notify the Department of Human Resources at the onset of any disability in order to protect their rights to payments under disability insurance plans.

Under the New Jersey Temporary Disability Benefits Law, cash benefits may be payable when an employee cannot work because of illness or injury not caused by the job.

Each employee must contribute a payroll tax with a maximum deduction in each calendar year. The wage base for premium deductions will vary each year with the State-wide average weekly wage of the preceding year.

Each claimant is paid two-thirds (2/3) of his/her average weekly wage up to the maximum amount payable set for that calendar year. The maximum weekly benefit rate is \$559 for disabilities beginning on or after January 1, 2011.

The weekly maximum benefit is payable for no more than 26 weeks and ***a claim cannot be filed until exhaustion of accumulated sick leave.***

The employee must file a claim for benefits within 30 days of the start of the disability. Forms are available in the Department of Human Resources, or at the following link: [DOL](#)

## **Long Term Disability**

Members of the Alternate Benefit Program (typically Faculty, Managers and Professional staff) are eligible for Long -Term Disability. Eligibility begins six months from the date of disability and generally provides for 2/3 salary when eligibility requirements are met. Additional information is available at the following link: [Disability long term](#) or by contacting the Benefits Unit in the Office of Human Resources.

## **Disability Retirement**

Members of the Public Employees Retirement System enrolled on or before May 21, 2010 may be eligible for Ordinary disability or Accidental Disability retirement. Additional information is available at the following link: [Disability Retirement](#)

## **Retirement and Life Insurance Benefits**

### **Retirement**

Membership in a retirement system is mandatory as a condition of employment for all full-time unclassified, permanent classified (full-time & part-time) employees, or provisional classified employees after 12 consecutive months of employment. Certain part-time, hourly employees may be eligible depending on income level and length of service. Additionally, certain temporary unclassified employees may be eligible for ABP enrollment depending upon the length of service.

#### **1. Alternate Benefit Program (ABP)**

- A. Description-The Alternate Benefit Program (ABP) is a defined contribution retirement program for eligible employees of the public institutions of higher education in New Jersey. Full-time and adjunct faculty, part-time instructors, officers, visiting professors, and certain professional administrative staff and managers required to possess a college degree or its equivalent participate in the ABP. In addition to retirement benefits, the ABP provides members with life insurance and disability coverage. The program allows members to direct their own retirement accounts while offering portability of accumulated contribution balances. Vested members are permitted to allocate and transfer employer and employee contributions to any one or combination of authorized investment carriers. The variety of investment choices and distribution methods offered by the authorized carriers provide members flexibility in meeting their retirement goals.

Members have the opportunity to invest with various investment vendors. A summary of investment vendors is available at the following link: [pension](#)

- B. Contributions-Contributions made to the participating vendor of your choice are based on a percentage of your base salary. You contribute 5% of your salary and NJCU contributes 8% of your salary for a total contribution of 13%.The required 5% employee contribution is on a tax-deferred basis. This decreases taxable income and increases take-home pay. The required 5% reduction is covered by

provisions of IRS Code 414(h). Federal taxes are deferred. However, the calculation of the State income taxes, Social Security taxes and other benefits based upon compensation will not be affected. Pension contributions will be taxable at the time of retirement or withdrawal. Additional tax-deferred contributions can be made under the provisions of IRS Code 403(b) as described under “Supplemental Benefit Programs,” 2.a.(1) below.

- C. Benefits-The amount of benefits you receive at retirement depends on various factors such as the amount of contributions made over the years, the sum of your accumulation, and your age when you begin annuity income.
- D. Loans- Loans are available to active employees. Provisions of loans are determined by your vendor.
- E. Vesting-After one year of service, contributions made on your behalf by NJCU are fully vested.
- F. Termination of Employment- Employees are not entitled to the University’s contribution if you terminate employment during the initial year of participation. If an employee terminates employment after one year of service, contributions made by the University are fully vested. Employer contributions may not be withdrawn prior to age 55.
- G. Applications for Retirement-Contact the Benefits Office as soon as you are considering retirement. After consultation with that office, application for retirement is made to the vendor(s) with whom you have invested.
- H. Purchase of credit for prior public service is not permitted.

Additional information is available at the following link: [ABP Pension](#)

## **2. Public Employees Retirement System (PERS)**

### **A. Description**

All eligible employees not enrolled in the Alternate Benefit Program must join New Jersey’s Public Employees Retirement System (PERS). PERS is a defined benefit system. The contribution rate will increase from 6.5% to 7.5% phased in equally over a 7-year period beginning July 2012. The contribution rate will increase by 0.14% each year with the first payroll of July until the 7.5% contribution rate is reached in July 2018. Federal income tax will be deferred on mandatory pension contributions. This decreases taxable income and increases take-home pay. However, the calculation of the State income taxes, Social Security taxes and other benefits based upon compensation will not be affected. Pension contributions will be taxable at the time of retirement or withdrawal.

### **B. Benefits**

Enrollment criteria, retirement age and benefit options vary based on date of enrollment. A summary of enrollment tiers and benefits is available at the following link: [Tiers chart](#)

### **C. Purchases**

The amount of service credit impacts your retirement so it is beneficial to you to purchase additional service credit if you are eligible to do so. Only active members of the retirement system are permitted to purchase

service credit. An active member is one who has made contributions to the retirement system within two years of his or her purchase request and who has not retired or withdrawn his or her contributions.

A summary of purchase options is available at the following link:

[Purchase factsheet](#)

D. Loans

After three years of membership an employee may borrow up to one-half of his/her contributions to the plan. PERS members must submit loan requests using the Loan Application program of the Member Benefits Online System (MBOS) or the Automated Information System at (609) 777-1777. When using MBOS or the Automated Information System you can determine your eligibility to borrow, the maximum amount you may borrow, and calculate various repayment options.

You can sign up for MBOS at the following link: [MBOS sign up](#)

E. Withdrawals

Upon resignation, you may leave your contributions on deposit and continue an inactive membership in the fund for a maximum period of two years.

Should you return to active service in a position covered by the pension fund before the expiration of your membership, you may reactivate your account with the same service credit established at the time you ceased employment.

The period during which you were inactive will not count as service credit for retirement. To withdraw the balance of your pension contributions in a lump sum, you must have resigned your position and no longer be employed in a covered position.

You must complete the *Application for Withdrawal* which is available through the Member Benefits Online System (MBOS) at the following link: [MBOS sign up](#)

F. Retirement

If you are within two years of retirement, you may use the Member Benefits Online System (MBOS) to get a retirement estimate. MBOS retirement estimates use the current posted salary and service information on file with the Division of Pensions and Benefits. You may also file for retirement online through MBOS. Please consult with the Benefits Office *3 months prior to retirement* to allow for timely retirement processing.

## **Supplemental Benefit Programs**

Additional deductions may be made to provide for supplemental retirement income.

1. Supplemental Retirement Annuities (SRAs)

In addition to the regular retirement plan, you may also use Supplemental Retirement Annuities (SRAs) to build extra accumulations on a tax-deferred basis under the voluntary 403(b) component of the program. Federal income tax will be deferred on the 403(b) contribution. However, the calculation of the State income taxes, Social Security taxes and other benefits based upon compensation will not be affected. Members are required to complete a Salary Reduction Agreement to participate. Loans are available against SRA accounts. You must contact your investment carrier(s) directly for details.

2. Supplemental Annuity Collective Trust (SACT)

The Supplemental Annuity Collective Trust of New Jersey (SACT) is a voluntary investment program that provides retirement income separate from, and in addition to, your basic pension plan. Your contributions are invested conservatively in the stock market. The program consists of two separate plans, the SACT-Regular Plan and the SACT-Tax-Sheltered Plan (IRC Section 403(b)). Additional information can be found at the following link: [factsheet 35](#)

3. Additional Contributions Tax-Sheltered (ACTS)

The Additional Contributions Tax-Sheltered (ACTS) Program provides options for supplemental tax-deferred annuities with the same carriers currently available to members of the Alternate Benefit Program (ABP). To be considered eligible, the employee must normally work 20 hours or more per week.

The ACTS Program is separate from and in addition to the basic pension benefit, the Supplemental Annuity Collective Trust (SACT) Fund and the Deferred Compensation Plan. Contributions may not exceed the statutory exclusion allowance under Section 403(b) or the limitations of Section 415 of the Internal Revenue Code.

Additional information is available at the following link: [factsheet 34](#)

4. DEFERRED COMPENSATION PLAN

The New Jersey State Employees Deferred Compensation Plan (NJSEDCP) provides you, as an eligible state employee, an opportunity to voluntarily shelter a portion of your wages from federal income taxes while saving for retirement and/ or make roth after-tax contributions which are free from federal income tax when withdrawn from retirement.

This plan is administered by Prudential. Additional information is available at the following link: [Deferred Compensation](#)

*Please contact the Benefits Unit if you wish to enroll in any of these plans.*

## **Social Security**

All employees participate in the Federal Social Security Program. Deductions, as specified by Federal statute, are withheld from the employee's paycheck. The State, likewise, makes regular contributions to the Social Security system for each of its employees.

### **Payment for Unused Sick Time at Retirement**

For eligible employees payment for 1/2 of accumulated unused sick leave at retirement to a maximum of \$15,000 is authorized. According to State regulations, faculty are considered ineligible for this benefit.

Employees not eligible to enroll in the State Retirement programs are not eligible for payment of unused sick leave.

### **Life Insurance**

Life Insurance Coverage is provided as a feature of respective retirement systems. Reduced death benefits are continued after retirement in cases where an employee was a member of the Pension Plan for a minimum of ten years prior to retirement.

Employees not eligible to enroll in the State Retirement programs are not eligible for life insurance.

No medical examination is required unless the member attained the age of 60 prior to enrollment.

Internal Revenue states that the value of the premium cost of group life insurance coverage in excess of \$50,000 is taxable income to the employee. Effective January 1, 1988, the Federal Revenue Act of 1987 requires that the value of Group-Term Life Insurance coverage in excess of \$50,000.00 constitutes wages for F.I.C.A. tax purposes. Prior to this, the fringe benefit value was subject only to Federal and State income taxes. You have the option of canceling the insurance above in excess \$50,000 to avoid the tax liability. The cancellation will stay in effect until a reinstate form is completed (one year minimum). Additional information is available at the following link: [Life insurance factsheet](#)

#### **1. Life insurance under the Alternate Benefit Program (ABP)**

ABP provides insurance for members at 3-1/2 times the participant's annual salary over the last 12 months of creditable service, the premium for which is paid by the State, effective the day of enrollment in the program. The insurance payable during the initial year of employment is computed based upon earned base salary.

#### **2. Life Insurance under the Public Employees Retirement System (PERS)**

Members of PERS are insured for the non-contributory group life insurance at 1-1/2 times the annual salary during the last 12 months of creditable service (date of enrollment in system). During the first year of membership, members are required to participate in the contributory coverage to provide an additional 1-1/2 times the pro-rated annual salary coverage at a cost (payroll deduction) to the employee of 0.50 of 1% of his/her annual salary. Thereafter this contributory coverage is optional. Coverage is not reduced while actively employed, even after attainment of age 70. Once contributory coverage is terminated, it cannot be reactivated.

### **Continuation of Benefits During Leaves of Absences**

## **Health Benefits**

### **1. Leave of Absence with Pay**

All health benefits continue in full force and effect while on leave of absence with pay. (This includes cases of leaves of absence resulting from approved Workers' Compensation claims.)

### **2. Unpaid Medical Leave of Absence**

#### **A. Health and Prescription Coverage**

An employee can continue health and prescription coverage while on an approved leave of absence without pay for illness. Coverage would be provided by the University for the first three months following the last day the employee would normally be covered. The employee must pay the normal payroll deductions to the University for this three month period. Coverage may be continued for an additional nine months provided the employee pays the full cost of the coverage. COBRA will be offered beyond the nine month period if the employee remains out of work.

#### **B. Dental Coverage**

An employee can continue dental coverage while on an approved leave of absence without pay for illness. The employee is eligible to continue coverage for three months only with a prepayment made immediately upon starting the leave of absence without pay. Following the three month period, COBRA will be offered if the employee remains out of work.

### **3. Family Leave**

An employee who is taking family leave is entitled under the State Family Leave Act (NJFLA) to continue 12 weeks of health care coverage in any 24 month period while on family leave. This includes all health care benefits, including Prescription Drug, Dental, and Vision Care benefits. State Family Leave is defined as leave from employment to provide care for the birth or adoption of a child, or the serious illness of a child, parent, or spouse.

The Federal Family Leave Act (FMLA) has benefits similar to the State Family Leave Act with the exception that the federal act also requires that leaves of up to 12 weeks in any 12 month period be permitted for the employee's own serious illness. The employee must pay the normal payroll deductions to the University during this time frame. Leave usually runs concurrently for both State and federal entitlements, except in the instance where an employee could be eligible for up to 24 weeks of leave in one year under certain circumstances. An employee could request a leave for maternity and then childcare leave. The leave for maternity, which qualifies as personal illness, counts toward the FMLA. The employee would still be entitled to an additional 12 weeks under the NJFLA to care for the newborn child.

### **4. Leave of absence without pay for reasons other than illness**

An employee who is permitted to take an approved leave of absence for reasons other than illness, family leave, or furlough, may continue health and prescription coverage under the SHBP for up to nine months and dental coverage for up to three months. The full cost of the coverage must be paid to the employer in advance. If the employee remains on leave beyond the time for which coverage has been purchased, then the

Active Group coverage will terminate. The coverage may be extended under COBRA for a period not to exceed the 18 months, including the total leave time.

### **Life Insurance during Leave of Absence**

In order to guarantee continued coverage during a period of leave of absence without pay, you or someone acting in your behalf should immediately obtain approval of such leave from the College citing the reason (illness, maternity, family leave, personal business, military service, etc.) Should you be granted an official leave of absence without pay, your insurance will be continued as follows:

- up to two years while on leave due to illness
- up to one year while on leave to fulfill a residency requirement for an advanced degree, or as a full-time student at an institution of higher education;
- up to ninety-three days while you are on leave for personal reasons including family leave or leave for childcare.

It is important to note that no contributions will be required from members covered by contributory life insurance to continue their insurance during an approved leave of absence without pay for reasons of illness, maternity or family leave. However, contributions will be required to continue your contributory insurance if you are on a leave of absence for any reason other than illness, maternity or family leave. In the event you are granted a leave of absence with pay, your insurance coverage will continue during the entire period of the leave, and contributions for your contributory insurance coverage, if applicable, will continue to be deducted from wages.

### **Other (COBRA)**

#### **1. Health Benefits**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985 contains a provision pertaining to the continuation of health care benefits for persons enrolled for coverage through an employer group plan. COBRA requires that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage called "Continuation Coverage" at group rates plus two percent in certain instances where coverage under the plan would otherwise end.

Employees whose coverage terminates because of a reduction in working hours or termination of employment can choose to continue their coverage in the program. However, employees terminated because of gross misconduct are ineligible for such coverage.

If the employee is a spouse of an individual covered by the State Health Benefits Program, he/she has the right to choose continuation coverage if coverage is lost.

Under COBRA, the employee or a family member has the responsibility to inform the employer within 60 days of a divorce, legal separation, or a child losing dependent status under the State



Health Benefits program. The employer has the responsibility to notify the State Health Benefits Program of the employee's death, termination of employment or reduction of hours, or Medicare eligibility.

When notified that one of these events has happened, the employer will in turn notify the employee of the right to choose continuation coverage. Under the law, the employee has 60 days from the date notified to elect continued coverage. If continued coverage is decided, the employee must submit an application form to the Division of Pensions and Benefits, COBRA section, Post Office Box 299, Trenton, NJ 08625-0299.

If the employee does not choose continuation coverage, Group Health Insurance Coverage will end.

The law requires that the employee and dependents be afforded the opportunity to maintain continuation coverage for:

18 months if:

- employee terminates employment (other than for gross misconduct)
- employee work hours are reduced
- employee is on an unpaid leave of absence

36 months if:

- employee legally separates or divorces
- employee dies
- dependent child exceeds age of limit of policy
- employee becomes eligible for Medicare

However, the law also provides that continuation coverage may be cut short for any of the following five reasons:

- The employer no longer provides Group Health Coverage to any of its employees;
- The premium for continuation coverage is not paid;
- The employee becomes covered under another Group Health Plan;
- The employee becomes eligible for Medicare;
- The employee was divorced from a covered employee and subsequently covered under another Group Health Plan.

The employee must pay the entire premium for continuation coverage, the full group rate plus 2%.

## **2. Life Insurance**

If employment is terminated before retirement, the employee will continue to be protected for the next 31 days. During the 31-day period he/she may convert the life insurance, without a medical

examination, to an individual policy issued by Prudential. He/she may select any type of individual policy customarily being issued by the Prudential Co., except term insurance or a policy containing disability benefits. The individual policy will be effective at the end of the 31-day period. The premiums will be the same as what would ordinarily be paid if an individual policy were applied for at that time. A request for an individual policy should be submitted directly to the nearest Prudential office, together with the Group Life Insurance certificate. If the group life insurance has not been converted to an individual policy by the end of the 31-day period, life insurance protection will terminate.

If public service resumes after having converted the life insurance to an individual policy, and individual policy is still in force when the employee again becomes a member, he/she will be required to discontinue the individual policy or submit satisfactory evidence of insurability before the employee may again be insured under the Group Policy.

### **3. HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) requires the College to certify the type of benefit coverage the employee had at the time of separation from the College. The College will send the employee and/or members of the employee's family a "Certificate of Coverage". This certificate will attest to the person's length of continuous coverage under the NJSHBP.

### **Working After Retirement**

Persons who have retired from a state-administered retirement program should be aware that public employment after retirement may affect the pension benefit they receive. Additional information is available at the following link:

<https://www.nj.gov/treasury/pensions/documents/factsheets/fact86.pdf>

Please consult with the Division of Pensions and Benefits if consideration is being given to working after retirement.

### **Continuation of Benefits Upon Retirement**

#### **1. Health Benefits**

The right to continue the health insurance at retirement is one of the most important features of the State Program. The employee will be able to continue his/her coverage, provided the coverage was in effect immediately preceding the effective date of his/her retirement. The coverage to be continued will be one of the same type (meaning Single, Husband and Wife/Civil Union/Domestic Partner, Family or Parent and Child) which the employee had as an active employee. Retired employees will pay the cost of the insurance for themselves and their covered dependents, unless they are eligible to have the payment for the insurance made by the State.

State subsidized coverage will be in accordance with bargaining unit agreement at time of retirement.

Employees who elect deferred retirement are not entitled to health benefits under this provision.

The retiring employee will be contacted by the Division of Pensions concerning the continuation of coverage.

## **2. Life Insurance**

Upon retirement, if the employee's life insurance coverage is in force, it will be reduced to an amount specified by law. Generally, this amounts to 1/2 final salary for ABP members, and 3/16 for PERS members, assuming:

- 10 years of service
- attainment of age 60
- in active pay status at retirement

However within the 31-day period following the effective date of retirement, the employee has the privilege of conversion as explained in the preceding section with respect to the amount by which his/her life insurance has been reduced.

It is important to note that group long-term disability insurance cannot be converted to an individual policy.

## **Unemployment**

Each employee must contribute a percent of covered wages. The wage base for this deduction will vary each year. There is no deduction made after the maximum deduction has been reached. Upon separation, all employees, other than student employees, may be eligible for unemployment insurance compensation with the Division of Unemployment Insurance Compensation, New Jersey Department of Labor and Industry. Eligibility determinations are rendered by the Division of Unemployment Insurance.

## **Change of Benefit Status**

Each employee is reminded of the potentially critical need to advise the Office of Human Resources immediately of any change in personal status which might affect employee benefits coverage (e.g., marital status, number of dependents, dependents attaining age 26, attainment of the age of 65, etc.) The rates charged for benefits are based on type of coverage elected by employee.

## **Tuition Waiver Policies**

NJCU encourages employees to further their education and utilizes tuition waiver as the appropriate vehicle to accommodate that endeavor in accordance with the Tuition Waiver Policy.

Dependents of active NJCU full-time employees are eligible for 40% reimbursement/waiver of tuition subject to requirements set forth in the link below.

Full details of the tuition waiver program are available by referring to Section 6 of the Employee Handbook.

## **SECTION 5. TIME AWAY FROM YOUR JOB**

### **Holidays**

At the end of every calendar year, the Office of Human Resources will distribute a holiday schedule applicable to all employees at the University for the coming year. These holidays are

established in statute by the State and are also memorialized in the appropriate collectively negotiated agreements.

### **Vacation**

For employees who are covered by a collective negotiations agreement, vacation leave balances are credited on a calendar year basis. For non unit managers, such balances are credited on or about July 1<sup>st</sup>.

#### **Unclassified Collective Negotiations Unit Employees**

Non-faculty professional staff in the AFT collective negotiations unit earn 22 vacation days per fiscal year as set forth in the appropriate collectively negotiated agreement in the link below. During the first year of employment such employees earn their days on a monthly basis.

A process for scheduling vacation time is established at the department level consistent with the provisions of the appropriate collectively negotiated agreement. Please inquire of your supervisor/non unit manager concerning the scheduling of vacation time. Please see Article XXIVb in the [AFT Agreement](#).

#### **Classified Collective Negotiations Unit Employees**

Classified employees earn vacation days based upon length of service in accordance with Civil Service regulations and the appropriate collectively negotiated agreement set forth in the links below. The allotment of vacation time begins with 12 days and for the first year of employment, these days are earned on a monthly basis.

A process for scheduling vacation time is established at the department level consistent with the provisions of the appropriate collectively negotiated agreement. Please inquire of your supervisor/non unit manager concerning the scheduling of vacation time.

[AFSCME Contract](#) see page 36

[CWA Contract](#) See Article 22f

[IFPTE Contract](#) see Article 18/20

#### **Non Unit Managers**

Non unit managers earn 22 days of vacation time which may be scheduled with the approval of one's non unit supervisor.

### **Sick Leave**

For employees who are covered by a collective negotiations agreement, sick leave balances are credited on a calendar year basis. For non unit managers, such balances are credited on or about July 1<sup>st</sup>.

## **Classified and Unclassified Collective Negotiations Unit Employees**

Employees may on occasion be unavoidably absent because of personal or family illness. An employee who finds it necessary to be absent because of illness should communicate with his or her non unit manager, supervisor or designated officer. Please see NJCU's Sick Leave Policy and the appropriate collectively negotiated agreements as set forth below:

[AFSCME Contract](#) see page 33

[AFT Agreement](#) see Article XXIVc

[CWA Contract](#) See Article 22e

[IFPTE Contract](#) see Article 32

## **Non Unit Managers**

Non unit managers accrue 15 sick days annually which may be used to remain in pay status for a personal for family illness. Please refer to NJCU's Sick Leave Policy for details.

## **Administrative Leave**

### **Classified Collective Negotiations Unit Employees**

In accordance with Civil Service regulations and appropriate collectively negotiated agreements, classified employees at the University are allocated a limited number of days to be used for administrative leave. Please see the agreements set forth in the links below for details:

[AFSCME Contract](#) see page 31

[CWA Contract](#) see Article 22a

[IFPTE Contract](#) see Article 19/20

## **Bereavement Leave**

All employees may use sick leave or other approved leave time for bereavement purposes. Appropriate documentation may be requested.

## **Personal Leave**

### **Classified Collective Negotiations Unit Employees**

Personal leaves may be granted to permanent employees by the University. Please refer to the Administrative Code as set forth in the link below. [Leaves](#)

[Title 4a Administrative Code](#) see section 4A:6-1.10

### **Unclassified Collective Negotiations Unit Employees**

Leaves of absence without pay are offered to members of the AFT collective negotiations unit in accordance with the appropriate collectively negotiated agreement set forth in the link below:

[AFT Agreement](#) see Article XXVI A

## **Non Unit Managers**

The University may grant leaves of absence without pay to full-time non unit managers for a period not to exceed one year. The one-year leave may be extended for exceptional circumstances upon request of the employee and approval of the University.

### **Unauthorized Leave**

Any employee who is absent from duty five or more consecutive days without the approval of his or her supervisor shall be considered to have abandoned his or her position. An employee who has not returned to duty for five or more consecutive business days following an approved leave of absence shall also be considered to have abandoned his or her position. Please refer to the link provided below for further details:

[Title 4a Administrative Code see Section 4A:2-6.2](#)

### **Jury Duty or Court Appearance**

All employees of the University shall be granted leave with pay for the time required to attend jury duty during work hours. Documentation will be required. Similarly, time off with pay shall be granted when an employee is summoned as a witness before a judicial or quasi-judicial proceeding to which he/she is not a named party. In instances in which the employee is a party to such proceedings, time off without pay shall be granted for the appearance. Please refer to the links set forth below for additional details:

[Title 4a Administrative Code](#) see section 4A:6-1.19

[AFSCME Contract](#)

[CWA Contract](#)

[IFPTE Contract](#)

## **Unclassified Collective Negotiations Unit Employees**

Please refer to the appropriate collectively negotiated agreement through the link provided below:

[AFT Agreement](#)

## **Non Unit Managers**

Non unit managers are provided paid leave for required jury duty on the same basis as set forth in the regulations detailed in the link provided below:

[Title 4a Administrative Code](#) see section 4A:6-1.19

### **Family Leave and Medical Leaves of Absence under Federal and State Law**

In accordance with applicable Federal and State Family Leave law, all eligible NJCU employees are entitled to take up to 12 weeks of unpaid leave due to a serious illness, the serious illness of a family member, or for the birth or adoption of a child. During the period of this approved leave,

all applicable health benefits will continue and all rights guaranteed by law shall be in full force and effect.

Qualifying medical leaves of absence will be processed in accordance with University policy/procedure for implementing leaves pursuant to Federal and State Family Leave. Employees seeking a medical leave of absence and/or family leave must contact the Office of Human Resources for eligibility requirements and an application.

<http://www.njcu.edu/sites/default/files/fmla.pdf>

### **Military Leave**

For all employees seeking military leave, please contact the Office of Human Resources for the most up-to-date information or see section 4A:6-1.11 in the Civil Service regulations. The provisions set forth below shall be applicable to all employees seeking military leave regardless of whether in classified, unclassified or non unit manager titles.

[Title 4a Administrative Code](#)

### **Temporary Workers Compensation**

NJCU is committed to providing a safe environment for its employees. In recognition of the fact that employees may, from time to time, sustain injuries while working, the policy set forth in the link below provides detailed information as to how such injuries must be reported/treated in order to qualify for coverage for compensation under Temporary Workers Compensation.

<http://www.njcu.edu/sites/default/files/workerscompensation.pdf>



## **SECTION 6. UNIVERSITY AND EMPLOYMENT STANDARDS, POLICIES AND REGULATIONS**

Unless specifically stated, the following policies and regulations apply to all NJCU employees.

### **New Jersey State Policy Prohibiting Discrimination, Harassment or Hostile Environments in the Workplace**

[NJ State Policy prohibiting discrimination](#)

### **Procedures for Internal Complaints Alleging Discrimination, Harassment or Hostile Work Environment**

[Procedures for Internal Complaints](#)

#### **Title IX**

Title IX is a federal civil rights law and provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance.

As an academic community, we share responsibility to foster and maintain a safe campus free from discrimination. With regards to reports of incidents of sexual violence and other conduct in violation of Title IX, all employees (with the exception of Counseling Center, Health & Wellness Center and the Speicher-Rubin Women's Center) are required to report any such incidents which come to their attention to a Title IX Coordinator.

For University resources and additional information, visit [Title IX](#)

### **Consensual Relationships Policy**

Consensual romantic and/or sexual relationships between students and faculty or staff are strongly discouraged. No person involved in a romantic or sexual relationship with a student shall have responsibility for evaluating the student's academic performance or for making decisions regarding the student's rights or benefits because of the inherent conflict of interest.

Further, it is the expectation of NJCU that all employees with supervisory or evaluative responsibility over other employees, including student employees at the University, preserve the ethical, legal, behavioral and professional boundaries consistent with accepted professional norms. The University therefore strongly discourages these consensual relationships as well.

Consensual romantic and/or sexual relationships may become the basis for serious charges of sexual harassment. These relationships may also appear to others as exploitative even if the parties view their relationship as consensual.

### **Americans with Disabilities Act / Disability Accommodation Policy**

New Jersey City University is committed to diversity and nondiscrimination, and supports the full employment of qualified individuals with disabilities in its workforce in accordance with state and federal laws and regulations, including Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1992 (ADA), as amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA).

This policy applies to exempt and nonexempt staff members. Faculty requests for accommodations should be directed to the Office of the Provost/Vice President of Academic Affairs.

## **Policy**

To ensure equality of access for individuals with disabilities, the University will provide reasonable accommodations, including auxiliary aids, to enable staff members to perform the essential functions of their jobs and to participate in all University programs and activities. Individuals applying for staff positions can request reasonable accommodation in connection with the application process.

*Staff Members* shall initiate requests for any desired disability-related workplace accommodation by contacting Human Resources (HR), either orally or in writing. The University will take such requests seriously.

*Supervisors* shall immediately notify HR of any staff accommodation request brought to their attention. Supervisors shall also implement reasonable accommodations that HR recommends, keep the disability request confidential, and monitor any interactions with the requesting individual to ensure that such interactions are not legitimately construed as retaliatory.

*Human Resources* shall:

- Inform applicants and employees of the disability accommodation request process;
- Coordinate requests for disability accommodations;
- Refer employees to appropriate offices for assistance in evaluating their requests;
- Oversee the disability accommodation process for employment-related requests;
- Provide advice, guidance, and assistance in ADA accommodation requests, including determining what type of medical documentation is necessary;
- In consultation with the supervisor, other appropriate offices, and other resources as needed, decide if requested accommodations are appropriate and effective.
- Requests that are granted to faculty for a reasonable accommodation may be reviewed on a semester to semester basis. Staff members may also be reviewed periodically to determine if an accommodation that was granted remains warranted if no time frame was indicated.

Human Resources also provides information relating to the employment provisions of the ADA and employer obligations, including issues of employment discrimination based on disability status.

Human Resources may also be contacted for resources for obtaining technical and assistive equipment for disability reasonable accommodations, as well as information on funding options for disability accommodations.

*Employee Assistance Program (EAP)*

The EAP is responsible for providing confidential counseling to employees who seek assistance in resolving concerns, including work-related concerns. Information on the EAP program may be obtained from the Director of Human Resources.

### **University Code of Ethics and Outside Employment**

This Code of Ethics is established and adopted in accordance with the N.J. Conflicts of Interest Law (N.J.S.A. 52:13D-12 et seq., N.J.A.C. 19:6-1.1 et seq.) to specify the general standards of conduct necessary for the proper and efficient operation of New Jersey City University (NJCU). It is essential that the conduct of public employees shall hold the respect and confidence of the people. Therefore, public employees of New Jersey City University must strive to avoid conduct which is in violation of the public trust or which creates a justifiable impression among the public that such trust is being violated.

This Code of Ethics is applicable to all employees paid from federal, state, county, or other funds and who are employed by New Jersey City University. All references to employees include University faculty, staff, administrators, and student employees. Furthermore, this code is applicable to all members of the Board of Trustees of New Jersey City University. University employees are also subject to existing University policies that govern employee conduct and activities and the applicable compliance procedure therein, as well as the requirements of the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq. and applicable regulations of the Executive Commission of Ethical Standards. N.J.A.C. 19:61.

### **Guidelines on Outside Employment for Full-Time Employees**

[Personal and Business Relationships Disclosure Form](#)

### **Guidelines for Responsible Computing**

NJCU expects all members of its community to use electronic communications and computer resources made available through and at the University in a responsible manner. The University may restrict the use of its computers and network systems for electronic communications, in response to complaints presenting evidence of violations of other University policies, codes, guidelines, state or federal laws. Specifically, the University reserves the right to limit or remove access to its networks through University-owned or other computers, and to limit or remove access to material posted on University-owned servers.

The University reserves the right to limit, restrict, or remove computing privileges from anyone who violates the University's computer use policies, local, state or federal laws.

### **Drug and Alcohol Abuse/Testing**

New Jersey City University is required by the Drug Free Workplace Act of 1988 (41 USC Section 701-707) to notify all employees that the unlawful manufacture, sale, distribution, possession or use of a controlled substance in or on any premises or property owned or

controlled by the University is prohibited. A controlled substance is any substance defined by federal or state statute or regulation.

In an effort to promote a drug free workplace, the University urges its employees who experience drug-related problems to seek assistance through the Employee Advisory Service (EAS). Employees who are experiencing performance problems in the workplace may be required to undergo treatment for substance abuse or be subject to disciplinary action up to and including dismissal. Further, and consistent with the Drug-Free Workplace Act, those convicted of violating a criminal drug statute while at the workplace will be subject to appropriate disciplinary action, including termination, or will be required to participate satisfactorily in an approved drug assistance or rehabilitation program or both. Employees who are convicted under a criminal statute for a drug-related offense that occurred in the workplace are required under the Act to notify the University's Human Resources Office within five days of the conviction.

### **Personnel Files**

#### **Classified and Unclassified Collective Negotiations Unit Employees**

An official personnel file is maintained for each employee at NJCU. Employees have the opportunity to review the contents of their personnel files. For details, please refer to the appropriate collectively negotiated agreement set forth in the links below:

[AFT Agreement](#) See Article XXIX

[CWA Agreement](#) See Article 26

[IFPTE Agreement](#) See Article 16

[AFSCME Contract](#) See Article 12

#### **Non Unit Managers**

Non unit managers may review the contents of their personnel files by making an appointment with the Office of Human Resources.

### **Tuition Waiver Policies**

#### **Tuition Waiver Program**

**(Applicable to full-time, permanent classified employees; unclassified employees serving as faculty, librarians and professional staff; and non unit managers.)**

All full-time, permanent classified employees; unclassified employees serving as faculty, librarians and professional staff; and, non unit managers at New Jersey City University who want to further their professional development and/or enhance their effectiveness on the job through participation in credit-bearing courses, certificate programs or other approved programs of study at the University are eligible to apply for tuition waiver. This program is for tuition waiver only; other fees and expenses are the responsibility of the employee.

To qualify for tuition waiver, the applicant must meet the admissions standards of the approved program of study, where appropriate. To remain eligible for tuition waiver, an employee must maintain a GPA of 2.00 or higher for study at the undergraduate level or a GPA of 3.0 or higher for study at the graduate level. Academic regulations and guidelines applicable to tuition-paying students will also apply to those for whom tuition is waived.

### **Application for the Program**

Application for participation in the Tuition Waiver Program shall be made on forms available in the Office of Human Resources and is subject to the recommendation of the employee's division vice president and final approval as delegated by the President to the AVP of Human Resources. The Office of Human Resources will issue tuition waiver authorization cards to employees whose application for participation in the program is approved.

### **Conditions**

The Tuition Waiver Program provides tuition only. All other fees and expenses are the responsibility of the employee.

Employees at the dissertation stage of their doctoral studies are eligible for a maximum of two semesters of waiver for a dissertation research course.

Any course for which tuition waiver is granted must be scheduled on the employee's own time. However, an employee may request an adjusted work schedule. Any such schedule adjustments must be consistent with the requirements of the employee's job and must be approved by the employee's division Vice President and the AVP for Human Resources.

Employees applying for tuition waiver must submit an application for financial aid. If an employee receives any state or federal financial aid that can be applied to the payment of tuition, such as a Tuition Aid Grant (TAG), the waiver shall apply to the balance due after such financial assistance is credited to his/her account.

If an employee does not complete the course with a passing grade, he/she shall reimburse the University for all tuition waived for that course. Until such reimbursement has been made, no further waivers will be available to that employee. Reimbursement for all tuition waived is also required for any employee who separates or is separated from employment at the University prior to successful completion of the approved course.

Classified employees pursuing their first bachelor's degree are eligible to have a maximum of 24 credits waived in any one year. All other employees shall be subject to a six credit cap per year. For purposes of implementation, the year will begin on July 1 and end June 30.

This program is subject to availability of funds for this purpose and to evaluation by New Jersey City University of the level of participation, financial impact, and effectiveness of the program.

## **Criteria**

In granting approval for participation in the Tuition Waiver Program, the University will take into account the relevance of the course, certificate program or other approved program of study to the employee's current job; the quality of the applicant's performance in his/her jobs; the priority needs of the applicant's current job and work unit; the quality of the applicant's performance in prior courses for which tuition was waived; the availability of seats in the requested course(s) and other relevant considerations. The appropriate out of unit manager shall determine whether the individual meets these criteria in consultation with the Office of Human Resources.

Please contact the Office of Human Resources for additional information regarding Tuition Waivers.

## **Travel Policies**

For University travel policies and procedures, visit Procurement Services.

[Travel Policy and Procedures](#)

## **Donated Leave Policy**

### **Purpose**

This policy will establish a University-wide program which permits eligible employees to voluntarily donate portions of their earned sick and/or vacation time to other eligible employees who have exhausted their own earned leave time and who are suffering from a catastrophic illness or injury which necessitates the prolonged absence from work by the employee.

### **Eligibility for Receiving Donated Leave**

- The recipient must have completed at least one (1) year of continuous service at the University.
- The recipient must be suffering from a catastrophic illness or injury which necessitates the employee's prolonged absence from work and for which the employee has no availability of paid leave.
- The recipient must have exhausted all accrued leave time including compensatory time off, sick leave, vacation leave, and administrative leave.
- The recipient must receive a total of at least five (5) donated days from anyone or more leave to participate in the program.
- An employee receiving donated leave shall not receive temporary disability benefits for the same period he or she is paid wages from donated sick or vacation time.
- The eligible recipient's leave time will be credited with the donated time indicating the donation. The recipient may receive days from more than one donor but may not use a

total of more than one hundred eighty (180) days. The donated leave cannot be received on a retroactive basis.

### **Donor Eligibility Requirements**

- An eligible employee may donate up to ten (10) days to one recipient. He or she must have at least twenty (20) days of accrued sick leave if donating sick leave and at least twelve (12) days of accrued vacation leave if donating vacation leave.
- An eligible leave donor may not revoke the leave donation once the donation is made in writing through the Human Resources Department.

### **Procedures**

- Any eligible employee may participate in this program as a leave recipient or donor by contacting the Human Resources Department. A supervisor may also initiate the process on behalf of the employee for their participation in the program as a leave recipient by contacting Human Resources.
- Medical certification from a physician or other licensed health care provider providing the nature and anticipated duration of the illness or injury must be submitted by the employee or supervisor requesting participation in the program. Decisions regarding eligibility will be made on a case-by-case basis by the Human Resources Department.
- Once a recipient is approved for the program the Human Resources Department will post or announce by other appropriate means the name(s) of eligible employee(s) who will have exhausted all earned paid leave time by a designated date. This will be announced with the recipient's consent. If the employee is unable to consent a member of the employee's immediate family may consent on behalf of the employee as long as the family member has the employee's written authorization to participate.
- The donor and the recipient (or family representative) will fill out the required forms. No one shall directly or indirectly intimidate, threaten or coerce, or attempt to intimidate, threaten or coerce any other employee for the purpose of interfering with any right which such employee may have with respect to contributing, receiving or using paid leave under this program. This shall include promising to confer or conferring any benefit (such as appointment, promotion, or compensation) or effecting or threatening to effect any reprisal (such as deprivation of an appointment, promotion, or compensation). Any employee who engages in the above prohibited conduct may be subject to disciplinary action as applicable.

### **Conditions**

- The donor's leave time will be reduced by the number of days which are donated and he or she will be notified of this in writing.
- While using donated leave time the leave recipient shall accrue sick leave and vacation leave and be entitled to retain sick leave upon his or her return to work.

- Upon retirement, the leave recipient shall not be granted supplemental compensation on retirement for any unused sick days which he or she had received through the donated leave program.
- Should the recipient employee return to work or otherwise terminate the use of leave with donated time remaining, that time will be returned to the donor(s) on a prorated basis in whole days. Any pro ration that would amount to less than one whole day per donor will not be returned.
- The donated leave program does not alter existing policies regarding entitlement and/or accrual of sick, vacation or compensatory time.



## **SECTION 7. EMPLOYEE CONDUCT – POLICIES AND REGULATIONS**

### **Personal Appearance and Dress**

New Jersey City University's commitment to excellence requires a standard of personal appearance from all employees that recognizes their role as University ambassadors to their peers and to students. In selecting the manner of dress and personal appearance for work, employees must be aware that they are modeling professional behavior and must adhere to good professional norms. In circumstances in which the University has determined that standardized uniforms shall be the required dress for work, employees shall adhere to that requirement.

Further, appropriate personal hygiene is expected at all times. If an employee reports to work with a less than satisfactory degree of personal cleanliness, the supervisor may relieve the employee of duty with the requirement that the employee correct the problem before returning to work.

### **Violence in the Workplace**

NJCU complies with the State of New Jersey's Policy Against Violence pursuant to Executive Order #49 (1996) related to violence in the workplace and/or disruptive behavior exhibited by any faculty, staff or contract employees. The goal of the policy is to create a safe work environment free from intimidation, threats, and acts of violence. Workplace violence includes the threat or actual infliction of violence. Moreover, violence or threats of violence against University property shall not be tolerated.

This policy is intended to foster positive, supportive human relations, create a productive work environment for our academic programs and administrative services and create a campus environment conducive to the mission of learning.

Administrators, managers and supervisors are expected to promote positive behavior and to lead by example treating all employees with respect and dignity. Emphasis is placed on creating a workplace where established standards of conduct are clear, well-communicated, and consistently enforced, and where corrective action is used to deal with instances of unacceptable behavior.

### **Use of University Property**

Theft or misuse of University property or of another employee's property will subject an employee to disciplinary action up to and including termination. Employees are required to use University property in accordance with department standards, policies and procedures, and in full compliance with all laws, regulations, and environmental and safety provisions.

## **Discipline Procedures**

The vast majority of University employees will never find themselves in a situation that requires them to be the subject of disciplinary procedures. However, when problems arise, efforts are made to resolve them informally with the employee and the supervisor(s), sometimes with the assistance of the Office of Human Resources. In all cases, both at the informal and formal stage of the discipline process, the supervisor shall notify the Office of the Provost/appropriate vice president of any situation in which disciplinary action is being contemplated and the Provost/vice president shall approve such action prior to any imposition of discipline. When discipline is deemed necessary, its purpose is normally corrective and it is intended to facilitate the employee's attention and commitment to better performance.

Discipline procedures are outlined in the appropriate collectively negotiated agreements set forth in the links below:

[AFT Agreement](#)

[CWA Agreement](#)

[IFPTE Agreement](#)

[AFSCME Contract](#)

## **Time & Attendance**

Time & Attendance of all NJCU employees is entered into the Time & Recording System residing in GothicNet. Employees may log into GothicNet and access the Time & Recording System under the Employees section. All employees are expected to enter their time (days taken/used) bi-weekly and all employees are responsible for the integrity of the accuracy of this record.

In all instances of absenteeism, the employee is responsible for notifying his/her supervisor of his/her intention to be absent from work at the earliest possible time but in no circumstance any later than prior to the work day(s). Employees who use five or more consecutive sick days may be expected to furnish a doctor's note upon their return to work pursuant to the Attendance Policy. Doctor's notes shall be delivered to the Office of Human Resources or faxed to 201-200-2219.

Employees who anticipate being out two weeks or longer or have planned sick leave must contact the Benefits Unit in the Office of Human Resources. Please view Section 5 of this Handbook for additional information regarding the use of leave time.

For all collective negotiation's unit staff, new allotments for leave time are made annually in January. Non-unit managers leave time allotments are made annually in July.