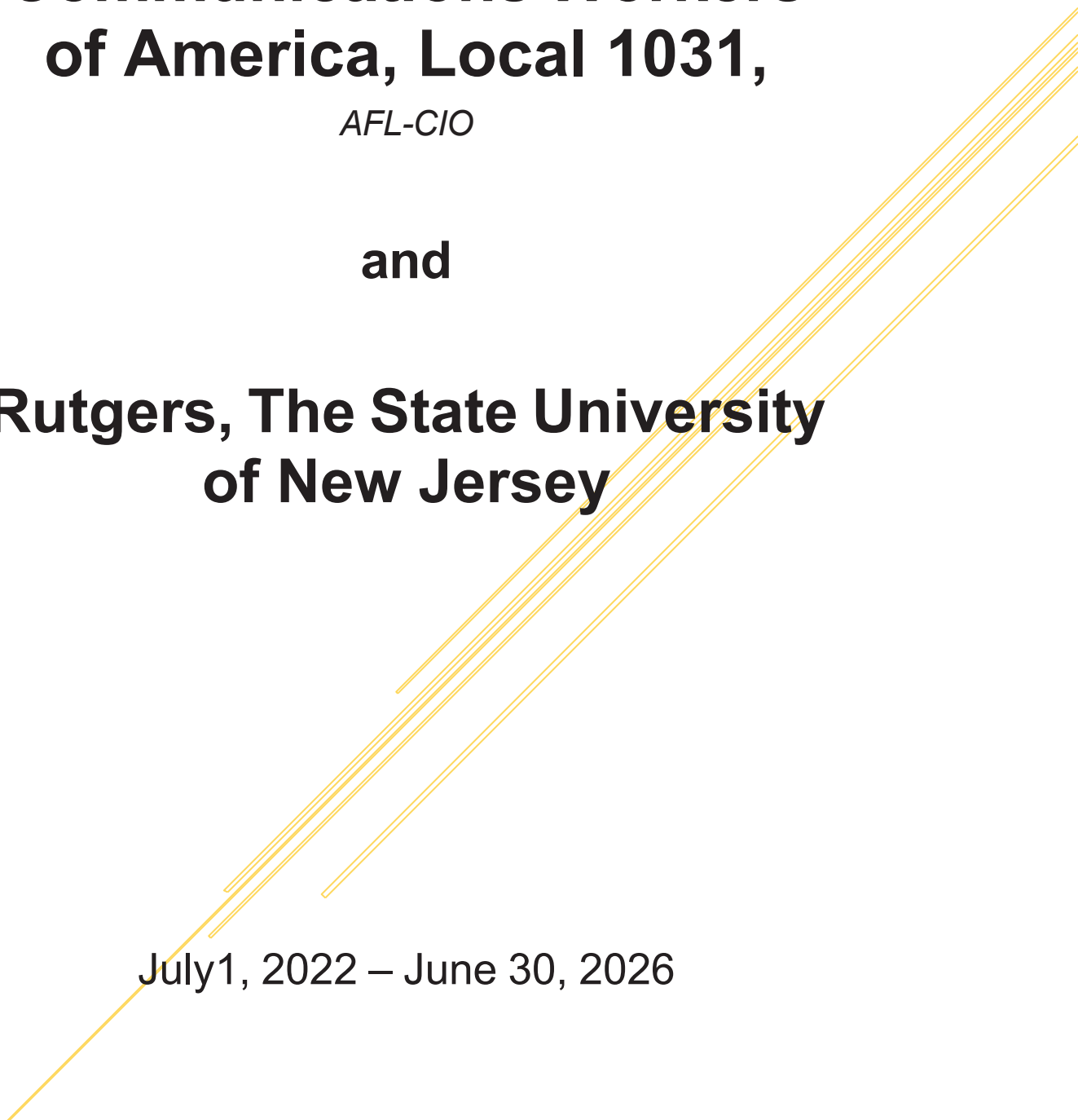


Agreement Between

**Communications Workers
of America, Local 1031,**
AFL-CIO

and

**Rutgers, The State University
of New Jersey**



July 1, 2022 – June 30, 2026

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Preamble

This Agreement is effective July 1, 2022, and is made between the Rutgers, the State University of New Jersey, 57 U.S. Highway 1 South, New Brunswick, NJ 08901 (hereinafter called “the University”) and the Communications Workers of America, AFL-CIO, (hereinafter called “the Union”).

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research and to provide patient care services to the larger community. This Agreement is intended to contribute to the fulfillment of those responsibilities. The University and the Union recognize that it is in the best interests of the parties that all dealings between them continue to be characterized by mutual responsibility and respect. To this end, they mutually enter into this Agreement, which sets forth the employment relationship between the University and the staff members subject to this Agreement under applicable State and Federal law.

The parties agree that the Preamble Clause is not subject to the grievance procedure.

1. Recognition

The University hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment in the bargaining unit, as certified by the Public Employment Relations Commission in its Certification of Representation dated April 29, 1994 (Docket No. RO-94-68) and as amended by decision of the Public Employment Relations Commission and by the agreement between the parties dated November 4, 1994.

The University recognizes the Union as the exclusive collective bargaining representative of any staff member covered by this Agreement. Staff members covered by this Agreement include all full-time and part-time employees in the titles listed at the end of this Agreement, in addition to employees performing negotiations unit work, who are not in a title represented by another employee organization representing employees at the University. Part-time employees covered by this Agreement include all employees in one of the listed titles or performing negotiations unit work and who work an average of four or more hours per week over a period of ninety (90) days. Excluded are those job titles set forth in the Certificate of Representation as not included in the unit, except for those titles required to be in the negotiations unit pursuant to the Employer-Employee Relations Act, N.J.S.A. 34:13A, et seq., as amended by the Workplace Democracy Enhancement Act.

2. Management Rights

The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States of America.

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the Union, all such rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of staff members are retained by the University.

3. Union Status

3.1 New Staff Members:

At the time a new staff member subject to this Agreement is hired, the University will deliver to him/her a mutually agreed upon written notice provided by the Union, which includes a list of Union Representatives. (Representatives are defined as staff members under this Agreement who are authorized by the Union to represent it.)

A representative designated by the Union will be provided time at new employee orientations, for a minimum of thirty (30) minutes and a maximum of one hundred-twenty (120) minutes, to speak with all new staff within thirty (30) calendar days of hire.

In lieu of being provided time at orientation, the Union shall be allowed a minimum of thirty (30) minutes to meet with newly hired or promoted staff members within thirty (30) calendar days of hire or promotion. Prior to meeting with a newly hired or promoted staff member, the Union shall notify the unit's member's manager or immediate supervisor and the Campus Human Resources Office.

3.2 Union Dues:

The University agrees to deduct from the regular paycheck of a staff member included in the bargaining unit, dues for the Union, provided that the staff member authorizes such deduction in writing in proper form to the local Human Resources Office. The University shall make Union dues deductions from a new staff member in the pay period next following the thirty (30) days after the staff member's date of hire. Union dues deductions from any staff member in the bargaining unit shall be limited to the Union, the duly certified majority representative.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary of staff. Withdrawals of unit member authorizations for the deduction of dues shall be in accordance with applicable statutes, court decisions and the terms of the agreement set forth between the CWA and the unit member on the membership/dues authorization card, or equivalent document.

In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the CWA shall be solely responsible for the return of such dues, provided the University transmitted the dues to CWA, and provided CWA or a court determines that CWA or the University is obligated to return the dues.

3.3 Transmission of Dues:

Dues so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of staff members included, the amount deducted, hours worked and their hourly rate of pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change.

3.4 Union Representatives, Rights and Limitations:

The Union shall furnish the University Office of Labor Relations a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the departments and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.

Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with the Section.

It is agreed that the Union will appoint or elect up to twelve (12) representatives, including officers who will be recognized by the University in their defined authority to act for the Union. The Union's Officers will be its Branch President, Branch Vice President and Branch Secretary-Treasurer for the Newark and Piscataway/New Brunswick Campuses.

The names of those representatives and officers will be provided to University Office of Labor Relations and updated within thirty (30) days of any change.

The University agrees that during working hours on its premises and without loss of base pay or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent a staff member in the department/work unit.
- b) Investigate a grievance, providing such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Human Resources or the Supervisor on duty, should the Office of Human Resources be closed.
- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team scheduled to attend by the Union.
- e) Attend scheduled meetings with the University.

The authorized Union representative shall provide reasonable notification to his/her manager or immediate supervisor whenever he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the manager or immediate supervisor of the authorized Union representatives has the right to seek rescheduling of appointments when the work situation warrants this.

The Union shall have the right to use the University's email system to communicate with negotiations unit members regarding collective negotiations, the administration of its collective negotiations agreement, the investigation of grievances, other workplace related complaints and issues, and internal union matters involving the governance or business of the union. The Union agrees that in using the University's e-mail system, it will comply with all policies and guidelines of the University Office of Information Technology.

Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey, 08852. When the Union has mail to be delivered to its officers or representatives, the University's Inter-Office Mail System will be made available provided that priority is retained for University business.

3.5 Union Business:

The University agrees to provide leave of absence at the base rate of pay equal to the length of the staff member's regular work shift for officers of the Union to attend Union activities.

The Union shall have the right to designate any Union officers (Local officers and Shop Stewards) for such leaves of absence. A total of twenty (20) days of such leave in the aggregate may be used each fiscal year of this Agreement.

This leave is to be used exclusively for participation in union meetings or conventions of labor organizations with which the Union is affiliated, or for training programs for Union representatives and Union Officers. Written notice from the Union to utilize such leave time for a staff member shall be given to the staff member's supervisor with a copy to the Office of Human Resources at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the University.

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of ten (10) days in the aggregate of such leave of absence without pay may be used in each fiscal year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

3.6 Information and Data:

A list of supervisory titles and their respective salary ranges shall be appended to the collective bargaining agreement. This is for informational purposes only. The Supervisory Title List shall be edited to include those titles in use at the time of the execution of the Agreement.

The University shall continue to provide the Union with revisions of University and Human Resource Policies in a timely manner. The Union will be placed on an e-mail list to receive all notices of changes in University policies and the changes in the policies.

Within ten (10) calendar days from the date of hire of negotiations unit employees, the University will provide the Union with the following information if it is on file with the University: name, ID, job title, department, union, building/location/work address, supervisor, job grade, home address, work telephone number, any home and personal cellular telephone numbers, date of hire, work email address, and any personal email address.

The University shall maintain a listing of bargaining unit employees who have separated from the University in the Union Data Library, and this list shall be updated monthly. This list will include: name, university ID, campus, title, hire date, separation date, unit/school, and salary table.

The University shall maintain a Union Data Library which shall contain the following information about members of the bargaining unit if on file with the University: last name, first name, home address, job title, job class code, grade, annual salary, position number, department, building/location/work address, workweek designation, percent of FTE, employment dates, email address, personal email address, member status, cellular phone number, work phone number, shift, and gender and preferred gender pronouns (if available). Access to the Union Data Library will be limited to a person(s) designated by the Union and agreed to with the Director of Labor Relations or his designee.

The University agrees to provide CWA, on a quarterly basis, with a report on all reclassifications within the bargaining unit.

The University agrees to provide CWA with a copy of each generic position summary for CWA bargaining unit titles.

3.7 Bulletin Boards:

The University shall provide space on four (4) centrally located bulletin boards: two (2) on the Newark campus, one (1) at the Robert Wood Johnson Medical School in Piscataway, and one (1) at the Clinical Academic Building in New Brunswick, for the exclusive use of the Union.

3.8 Union Access to Premises:

The University shall provide the Union access to negotiations unit employees including but not limited to:

1. The right to meet with individual negotiations unit employees on the campus of the university during the work day to investigate and discuss grievance, workplace-related complaints, and other workplaces issues:
2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the University campus to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union.
3. CWA shall have the right to use the University buildings and other facilities that are owned or leased by the University to conduct meetings with negotiations unit employees regarding collective negotiations, the administration of collective negotiations agreements, the investigations of grievances, other workplace-related complaints and issues, and internal, Union matters involving the governance or business of the Union. Meetings conducted in University buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or the purpose of distributing literature or information regarding partisan elections.
4. The access to negotiations unit employees set forth in numbers 1 through 3 above shall be subject to the following:
 - a) The Union will follow all regular University procedures applicable to reserving and using University facilities, including, if applicable, paying all fees ordinarily charged for reserving or using a meeting room;
 - b) The Union's access shall not interfere with the University operations;
 - c) The University reserves the right to deny a request by the Union to use a University facility. A request to use a University facility by the Union shall not be unreasonably denied.

4. Personnel Practices

4.1 Appointment to Position:

Appointment to a position shall be in writing with the date of hire, salary and any differential stated. A job description for the specific position occupied by the newly appointed staff member will be distributed to him/her prior to or at orientation. Other job descriptions defining all positions under this Agreement will be made available for review by an authorized Union representative upon request.

At the time of hire, each bargaining unit member will be informed of his/her current normal workweek and days, current travel requirements, current shift differential, and current on-call requirements. Bargaining unit members holding positions that are grant funded shall be notified in a timely manner if the status of the grant has changed and such change will impact upon the member's terms of employment.

4.2 Outside of Job Classification Work and Reclassifications:

Supervisors shall be assigned work appropriate to their job classification. The parties agree that Supervisors will not be assigned work substantially outside of their job classification.

Claims of work outside their job classification as identified by the Union are to be submitted to Compensation Services with copies sent to the Director of Human Resources Services and the Supervisor's department head. The claims will be investigated, and Compensation Services will provide a written decision within 120 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination and be provided to the Union and the Department.

If a Supervisor has performed work substantially outside his/her job classification for a period of three consecutive weeks or 25 or more work days in any 12-month period, the Supervisor will receive pay at the rate of a higher job classification for the period during which substantial higher-level duties were assigned.

If an employee is assigned the duties of a higher title for a period greater than 20 consecutive workdays, the Union or the Department may submit a request to Compensation Services to reclassify the position. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the Department and the Union within 120 calendar days from receipt of the request. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final, and implemented the next pay cycle. If appropriate, any implementation will be effective within the next two pay cycles.

In-grade salary adjustments may be used by management to provide increases to employees who experience a demonstrable increase in their job duties or who have fallen behind in pay according to market factors.

Requests for In-Grade Salary Adjustments will be made in writing, by the Union, to Compensation Services, with copies sent to the Director of Labor Relations. A written decision shall be rendered in ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of Compensation Services will be final and not subject to arbitration.

If, after Compensation Services renders a decision recommending an in-grade salary adjustment for an employee and the employee's Department does not adopt such decision, the Union may request a review of the Department's decision by the Senior Vice President for Human Resources & Organizational Effectiveness or her designee.

A. Acting and Interim Appointments

Acting Appointment - The appointment of a negotiations unit employee to another position, on a temporary basis, due to the absence of an incumbent (e.g. while a manager is on leave of absence).

Interim Appointment – The temporary appointment of a negotiations unit employee to another position for which no regular incumbent exists (e.g., a

vacant position or position which has not previously existed), due to the business needs of the school or operating unit.

Acting and interim appointments shall be consistent with University Policy 60.9.35 “Acting Appointments and Interim Appointments.”

4.3 Vacancies and Promotions:

Supervisors are eligible for a promotion when there is a vacancy, for which they are qualified, in a higher job classification.

All vacant bargaining unit positions that the University intends to fill will be posted through the University Human Resources Online Employment Application Process. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements, the salary range for the position.

The announcement of the position vacancy will be posted daily online. Interested candidates are to apply online.

All qualified internal candidates who submit timely bids will receive an interview for bargaining unit position vacancies. Upon request, copies of the job description shall be made available.

Each internal candidate will be notified in writing of the decision with respect to his/her candidacy. This decision will indicate: 1) the applicant has been offered the position, or 2) the applicant has not been offered the position, including a reason for such decision. Transfer in status or classification shall not delay the use of entitled benefits.

Voluntarily transferred and promoted bargaining unit members shall serve a ninety (90) calendar day probationary period, subject to a thirty (30) calendar day extension. Such Supervisors shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probationary period. Should the supervisor fail the probationary period, the University shall return the supervisor to his/her former position if it is still available or will attempt to place the supervisor in a vacancy suitable to his or her work experience. Such vacancy may be at the same or lower level than the title held by the supervisor prior to being transferred or promoted. Should the supervisor's former position not be available and should no suitable vacancy be available, the supervisor will be placed on the recall list.

At any time during the probationary period, the supervisor may return to his or her former position if it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for six months.

4.4 Reassignment:

Reassignment is the movement of a bargaining unit member from one job assignment to another within such staff member's job classification and within his/her

department. Such reassignment may be to another geographic location.

When a bargaining unit member is reassigned within his/her job classification, his/her salary shall not be reduced below that which he/she would have received had the staff member continued in his/her original position.

4.5 Labor-Management Committee:

1. University-Wide Labor-Management Committee

The Union and the University agree to the establishment of a Labor-Management Committee. The committee shall consist of representatives selected by the Union (not to exceed 8) and representatives of the University (not to exceed 8). The Director of Labor Relations or designee shall attend for the University. In addition, a representative from the administrative offices of the relevant administrative division of the University may attend a specific meeting of the Labor-Management Committee. This meeting will be on an ad hoc basis.

The Labor-Management Committee shall function completely separately from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions. The purpose of the meeting shall be to discuss matters of mutual concern. The Union agrees to supply a proposed agenda to the Director of Labor Relations, at least five (5) business days in advance of the meeting.

The University agrees to release from work, if necessary, the members of the Labor-Management Committee, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee meetings. The Union shall inform the University's Office of Human Resources of the members of these Committees thirty (30) days prior to the first meeting.

The University and the Union agree that campus-based issues may be discussed with the Director of Labor Relations or designee on an ad hoc basis.

2. Unit/School Labor Management Committees

The University and the Union agree to have ad hoc unit/school labor management committee meetings to address issues specific to the units or schools. The schools are: NJMS, RWJMS, SON, SHRP, RSDM, SGS, SPH. The units are: Central Administration, UBHC (including UCHC). These meetings will occur on an as needed basis but should not exceed a total of four (4) in a year.

There shall be representatives of the Union (not to exceed 8) and representatives of the University (not to exceed 8). The Union will provide an agenda at least fourteen (14) days in advance of the meeting date, along with a list of employees who might need to be released from work to attend.

4.6 Supervisor Performance Evaluation:

- A. The annual supervisory performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the supervisor will be provided a copy of his/her job description. The supervisor being evaluated will be provided a copy of his/her performance evaluation and will have three (3) calendar days, excluding holidays and weekends, to review the evaluation. By the conclusion of the time period, the supervisor may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the supervisor shall be included in the Supervisor's Personnel file in Human Resources.
- B. If comments are not made within this period or the supervisor does not sign within this period, the right to comment will be forfeited, the manager or immediate supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.
- C. Prior to evaluating a supervisor as a "2" or a "1," the supervisor's manager or immediate supervisor must notify the supervisor that his/her performance is deficient and that he/she may receive no performance-based increases. Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.
- D. Upon the mutual consent of the supervisor and his/her manager or immediate supervisor, his/her manager or immediate supervisor, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the supervisor is not subject to the grievance procedure.
- E. Beginning FY 2001, the Supervisor's annual evaluation will occur on or about November 1. Each overall evaluation shall fall into one of the following categories: "5" (highest), "4," "3," "2" or "1" (lowest).
- F. Each supervisor shall be notified of his/her rating and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and his/her manager or immediate supervisor.
- G. The supervisor shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the manager or immediate supervisor before being placed in the supervisor's personnel file. The supervisor's signature shall signify that the supervisor has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents.
- H. If a supervisor received a rating of "2," the manager or immediate supervisor shall review the substance of performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps which should be taken to improve

performance and shall review with the supervisor any warnings or prior counseling received with respect to performance. The supervisor receiving a “2” will have the right to have a union representative accompanying him/her. Also in attendance will be a representative from Labor Relations. The purpose of the meeting is not to challenge the rating, but to promote the supervisor’s understanding of the basis of the rating and appropriate steps for improvement.

The supervisor’s performance must be re-evaluated after another three (3) month period (within 90 days). If upon re-evaluation the performance has not come up to a “3” level, the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall also advise the supervisor that failure to improve performance may result in further discipline up to and including discharge. The supervisor will be provided with a fully executed copy of the re-evaluation.

- I. A supervisor receiving a rating of “1” shall not be entitled to receive any increase in compensation. Such performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall review the performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps that should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of supervisors receiving the level “1” evaluation shall be carefully monitored by the manager or immediate supervisor. If performance remains below the “3” level after three months, such supervisor shall be discharged.
- J. The supervisor’s performance evaluation rating is not subject to the contractual grievance procedure (Article 14).
- K. Violation of the procedure set forth above is subject to the contractual grievance procedure.

5. Supervisor Status

5.1 Classification:

A staff member will be classified as either (a) regular full-time (b) regular part-time benefits (c) regular part-time without benefits (d) casual or per diem.

5.2 Regular Full-time Staff Member:

A staff member hired to fill a position for an undetermined period of time, regular full-time non-exempt staff will work thirty-five (35), thirty-seven and one-half (37-1/2) or forty (40) hours each week, as determined by the position.

Regular full-time exempt staff will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments.

Regular full time non-exempt and exempt staff shall be eligible for all benefits pertaining to full-time status.

5.3 Regular Part-time Staff Member with Benefits:

A staff member who is hired to fill a position for an undetermined period of time twenty (20) hours or more each week but less than the full-time equivalent for the position.

Such staff members shall be eligible for pro-rated benefit time as per current University policy. In addition, they shall be eligible for health insurance, as per current University policy, subject to continued approval of the State Health Benefits Commission.

5.4 Regular Full-Time or Regular Part-Time with Benefits Staff Versus Regular Part-time Staff Members Without Benefits, Temporary, Casual, or Per Diem Staff:

When a staff member is hired or transfers into a position, such staff member shall be advised as to his/her status as either a regular full-time staff member, regular part-time staff member with benefits, regular part-time staff member without benefits, temporary, casual, or per diem staff member.

Regular part-time supervisors hired to work less than twenty (20) hours each week, temporary, casual or per diem staff are not eligible for any benefits except those required by law. Temporary staff are hired for a specified period of time. A casual or per diem staff member has an on-going but intermittent employment relationship with the University.

5.5 Probationary Period:

- A. All supervisors shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days.
- B. Following a voluntary transfer or promotion, Supervisors shall serve a ninety-day (90) calendar day probationary period. The University reserves the right to extend the initial probationary period up to an additional ninety (90) days.
- C. Prior to the start of a probationary period, an employee will be provided with the job description and the department will meet with the employee to review his or her performance expectations. The employee will receive feedback on his/her performance after thirty (30) and sixty (60) days, and if the probationary period is extended, after thirty (30) and sixty (60) days during the extended period. Notice of an unsatisfactory probation appraisal for a voluntarily transferred or promoted supervisor will be provided to the Union.
- D. A newly hired supervisor's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.
- E. If at the conclusion of a probationary period a promoted or voluntarily transferred supervisor is rated unsatisfactory, the supervisor will be provided with a statement setting forth the reasons for the unsatisfactory rating.

- F. Probationary supervisors will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

5.6 Personnel Files:

A staff member shall, within five (5) working days of a written request to Campus Human Resources, have an opportunity to review his/her central Campus Human Resource file in the presence of an appropriate official of the Campus Human Resources Office to examine any criticism, commendation of any evaluation of his/her work performance or conduct prepared by the University. Such examination shall not require a loss of paid time. If requested by the staff member, a Union representative may accompany the staff member.

A staff member shall be allowed to place in such file a response of reasonable length to anything contained herein. The University will honor a request made by a staff member for a copy of any derogatory item, the Employment application, resume, performance evaluations or any correspondence addressed to the staff member contained in the central Personnel file. The staff member will be charged Human Resources prevailing rate for any copies.

A staff member may request to expunge materials included in the file where there are pertinent and substantive inaccuracies, or for reasons of time duration, relevance or fairness. Such requests will be evaluated in relation to the University's needs for comprehensive and complete records but will not be unreasonably denied.

No document of anonymous origin shall be maintained in a staff member's central personnel file nor be part of any personnel action taken against a staff member.

5.7 Seniority:

- A. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.
- B. Loss of Seniority: A supervisor's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.
- C. Layoff: Layoffs shall be administered in accordance with university policy except as stated below:
 - 1. Seniority will prevail in layoffs due to economic reasons or reorganization.
 - 2. Within their respective departments/work units, regular supervisors shall not be laid off before temporary or newly hired probationary supervisors in the same job classification.
 - 3. Bumping Rights
 - a) First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. If

the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.

- b) Second, if a vacancy pursuant to “a” above is not available, the employee will be offered a vacancy in his/her current title on the campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- c) Third, if a vacancy pursuant to “a” or “b” above is not available, the employee will be offered the opportunity to fill a vacancy in the employee’s current or immediate prior title University-wide. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list.
- d) Fourth, if the employee is not placed in a vacancy pursuant to “a”, “b” or “c” above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “e” below.
- e) Fifth, if the opportunity to bump is not available pursuant to “d” above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “f” below.
- f) Sixth, if the employee is not offered the opportunity to bump pursuant to “e” above, the employee may bump the least senior employee in his/her immediate prior title campus-wide, provided the employee’s prior held title is in a CWA bargaining unit. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list.
- g) Seventh, if the employee is not offered the opportunity to bump pursuant to “f” above, the employee shall be offered the opportunity to fill a vacant position University-wide, other than in the employee’s current or immediate prior title, for which the employee is qualified. If the employee opts not to exercise his/her rights under this section, the employee may opt to be placed on the recall list.
- h) Employees who exercise rights under provisions “a” through “e” above will not be required to serve a probationary period.
- i) A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than 10% below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list. (See Appendix A for a listing of University Operating Units as they apply to Layoffs and Bumping.

4. Recall Rights:

All laid off staff members shall retain their rights of recall for 18 months from the date of layoff. Staff members will be recalled based on University seniority.

Laid off staff members have recall rights beginning with the title and job requirements of the position from which they are laid off, to positions with comparable or lower requirements within the same classification series.

Should a laid off staff member refuse a position when recalled, he/she shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to 10% less than the salary of their former position. Upon recall, a staff member shall retain his/her original date of hire.

5. A list of vacant positions will be available for review on the University website.
6. Employees recalled six months or more after being laid off will be required to serve a 90-day probationary period, subject to a 90 day extension, except that a supervisor who bumps or is recalled into the same job title within the same department shall not be required to serve a probationary period.
7. Layoff for Special Categories of Supervisors: All regular full or part-time supervisors shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:
 - a) Supervisors employed under a J-Visa shall not be eligible for coverage.
 - b) Supervisors employed under a H-Visa shall have bumping rights only into the same job classification.
 - c) Supervisors holding research position may only exercise a bump into a position in his/her own Department for which he/she is qualified and only if the project would not be seriously disrupted by the change in personnel as determined by the Vice President of Research.
 - d) If a supervisor cannot bump in the Department, he/she can bump into the immediate prior title (non-research) on the campus.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President for Academic Affairs' decision on bumping rights shall be limited to whether the criteria as to which positions shall be exempt from bumping were applied. Should an arbitrator find that the criteria were not applied by the Vice President, then his/her sole remedy shall be to refer the matter back to the Vice President for reconsideration.

The University will provide a minimum of twenty-eight (28) calendar days notice of layoff to any regular staff member affected.

Information to the Union: The University shall provide the Union with a copy of each layoff notice sent to supervisors. The notice shall be provided to the Union within 24 business hours of service of the notice to the individual supervisor. In the event that five or more supervisors are laid off within a pay period on campus, the University shall, upon notification to the Union of the

names and job titles of the supervisor affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles. Upon request, the University shall also provide the Union with a copy of the recall list maintained by the University and copies of all notices of vacancies sent to persons on the recall list.

6. Work Time

6.1 Normal Workday:

For the purpose of determining the application of any non-exempt staff member's base compensation rate, a regular non-exempt staff member's normal workday will be either eight (8), seven and one-half (7-1/2) or seven (7) work hours as determined by the staff members position. This hourly rate will also be used to calculate the compensation of regular part-time staff members. All defined workdays for non-exempt staff members, staff shall include a scheduled meal period as specified in Section 8.15.

Regular full-time exempt supervisors are salaried staff members, and as such their compensation is not determined by the number of hours they work in a workday. Exempt staff members are expected to work the necessary hours to complete their work assignments.

6.2 Normal Workweek:

The workweek begins at 12:01am, Sunday and ends midnight Saturday. When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.

6.3 Work Schedules:

Requests or preferences for time off will be submitted in writing no less than one(1) week in advance of the date(s) requested except that PH or AL day may be used with less notice in the case of an emergency. Management has the right to require proof of an emergency usage of PH or AL day. The University will respond in writing to all written requests within one (1) week of submission.

When there are vacancies on shifts, supervisors desiring a change in shift will submit such requests to their department, and shall apply for the position online. Such requests shall be given preferential treatment in the supervisor's order of seniority, subject to consideration of the employee's qualifications to perform the duties of the position and the operational needs of the University.

Supervisors shall receive no less than two (2) weeks notice, except in the event of an emergency, of a change in scheduled hours that requires a supervisor to work evening, night or weekend hours on a regular basis. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected staff. If possible, and where determined by the University to be appropriate, the University will seek volunteers to change to new department schedules as set

forth in this paragraph. A volunteer may be assigned such new department schedule, provided he/she is qualified to perform the work at issue.

6.4 Overtime Work and Compensatory Time Off:

A non-exempt staff member may request overtime payment or compensatory time off for hours worked in excess of his/her work week. The University retains the option of paying non-exempt staff members overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (F.L.S.A.) for public employment.

Compensatory time off for exempt staff members shall be in accord with current University policy.

Bargaining unit employees may be permitted to take at least two (2) compensatory days per month, provided that the employer approves of said request within its sole discretion, and based upon its operational needs.

Employees who are regularly scheduled to be on call to respond to mental health and other emergencies shall receive one (1) hour of compensatory time for every ten (10) hours they are required to be on call.

6.5 Weekend Defined:

A weekend shall be defined as Saturday and Sunday for all staff members.

7. Monetary Benefits: Time Worked

7.1 Regular Compensation Rate:

A staff member's regular compensation rate is his/her base rate of pay and does not include any differential, premiums or bonuses.

7.2 Premium Compensation Rate – Overtime Work:

A. Non-Exempt Staff

The University conforms to the Fair Labor Standards Act (FLSA) for Public Employment. All non-exempt staff members shall be compensated at time and one-half (1-1/2) for all time worked in excess of forty (40) hours for the week. Such overtime shall be compensated, at the University's option, either by (a) payment, or (b) compensatory time off.

For the purpose of computing overtime, all time worked on a holiday will be counted toward computing overtime. This will not affect the payment of the holiday premium paid for working a holiday.

All unworked but paid holidays shall be counted as hours worked for overtime and all paid vacation time shall be counted as hours worked for overtime purpose. However, all paid sick time shall not be counted as hours worked for overtime purposes.

B. Exempt Staff

Exempt staff members are not eligible for overtime payment. Compensatory time off for exempt staff members shall be in accord with current university policy.

7.3 Pay Period:

Frequency of payment will continue as heretofore. All paychecks shall be delivered and available on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated.

Staff members may opt for direct deposit of their paycheck into their personal bank account. Staff members may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility. When an error in pay has been made, the University will issue a check with the correction within two payroll (2) workdays of notification or error, with proper deductions.

7.4 Salary Increase Date:

Salary increases that may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect.

7.5 Daylight Savings Time:

If a non-exempt staff member actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she shall receive one (1) hours pay at either straight time or at time and one-half (1-1/2) depending on the hours worked that week. If a non-exempt staff member works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she will be compensated for the time actually worked.

7.6 Adverse Weather Events:

If required to work during adverse weather event, an employee will be compensated pursuant to University policy 60.1.29. Salaried employees, who are designated as essential and required to work during Delayed Openings, Closure/Weather Emergency, Closure/Emergency Curtailment of Operations, shall be granted compensatory time off on an hour for hour basis.

8. Monetary Benefits: Time Not Worked

8.1 Standard Day:

For the purposes of monetary benefits for time not worked, a standard day shall be defined as the standard work week hours for that classification (i.e., non-exempt 35 hours, or 37.5 hours, or 40 hours, or exempt a minimum of 37.5 hours) divided by 5. For example, 35 hours per week divided by 5 equals a standard day of 7 hours. This is pro-rated for part-time employees (e.g., 24 hours per week divided by 5 equals 4.8 hours as a day).

8.2 Holiday Designation:

The parties agree to use the Rutgers’ calendar, which is fiscal year based and runs from July 1 to June 30.

All Full Time staff members will be entitled annually to nine (9) holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The nine (9) holidays are:

New Year’s Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth(to be observed annually on the third Friday of June)	Christmas Day
Independence Day	

Employees who wish to observe religious or cultural holidays may do so by charging such absence to their yearly vacation or personal holiday allowance, or to administrative leave in accordance with those leave provisions, and such requests shall not be unreasonably denied.

Effective July 1, 2016, staff members shall receive nine (9) days off designated as follows: (a) two personal days (PH); (b) three administrative leave days (AL); and (c) four mandatory leave days (ML) received in November. Such paid days must be used in the same fiscal year, as they were received and are not eligible for payout upon separation. Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the university, during the designation of the four mandatory leave days referenced above.

Employees working in facilities/work units as referenced above, shall not lose the four mandatory leave days even if their facility/work unit does not close. Rather, they will be permitted to take the ML days or a personal day either on the same dates that Rutgers closes or some other date at the mutual agreement of the employee and their supervisor. Such paid ML, PH and AL days must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers. If operationally feasible, essential employees who request the use of an ML day on the shutdown day(s), referenced above, shall have them granted in seniority order. Such requests shall not be unreasonably denied.

Requests to use single paid personal days that are made with at least five (5) workdays notice in advance shall not be denied. Requests to use consecutive (2 or more) paid personal days that are made within 45 calendar days’ notice in advance shall not be denied. If more than one unit member requests the same time off, if operationally feasible the request off will be granted in seniority order.

PH and AL days may be used for emergencies, personal matters, observation of

religious or other days of celebration (but no officially recognized University holidays).

Managers or immediate supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of a supervisor to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

For staff members subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur, e.g., if Christmas falls on Saturday, it shall be observed on Saturday. For staff members subject to a Monday – Friday schedule, these holidays will be observed as follows:

If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on Sunday, it will be observed the next day, Monday.

Staff members, absent compelling documentation of illness or emergency, who call off on the scheduled day before or after a holiday or if scheduled to work the holiday call off, will be salary deleted and forfeit the holiday.

8.3 Holiday Entitlement:

The University shall have the right, at its sole discretion, to require any staff member to work on the holidays specified above. The University agrees to assign holidays off on an equitable and rotational basis.

If the holiday falls on a staff member's day off, he/she shall receive another day off for the holiday. The holiday may not be used prior to the date the actual holiday is observed and shall be scheduled within sixty (60) calendar days after the date the actual holiday is observed. If the staff member has requested, but not received the compensatory time off for the holiday by the sixty (60) calendar day period, the University will either pay the staff member for the holiday at his/her base rate of pay or shall be scheduled for the time off by the next pay period.

If a holiday falls during a staff member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

8.4 Holiday Pay:

- A. Non-exempt supervisors who are required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) their base rate of pay for all hours worked. In addition, they shall receive either a scheduled day off or be credited with one (1) day of compensatory time.
- B. Exempt supervisors who are required to work on a holiday shall be credited with one (1) day of compensatory time unless waived by mutual agreement between the supervisor and his/her manager or immediate supervisor. The exempt supervisor and his/her manager or immediate supervisor shall schedule the compensatory time off within a sixty (60) calendar day period.
- C. Non-exempt supervisors required to work on the following holidays will be paid at the rate of time and one half (1-1/2) of their basic rate of pay for all hours worked. In addition, the non-exempt supervisors shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
Memorial Day	Thanksgiving
Juneteenth	Christmas Day

D. Non-exempt supervisors who are required to work the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the non-exempt supervisors will receive a scheduled day off or be credited with one day compensatory time.

E. Holidays for Twelve Hour Shift Staff

1. All full and part-time staff in active status January 1 of each year will be credited with six (48 hours) float holidays and may use these holidays in accordance with University Policy and this Article.
2. Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine holidays (72) hours. University designated holidays are as follows:
 - a) For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated in a lump sum payment in December for all four (4) University designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday.
 - b) For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) University designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday, will not receive compensation for such holiday.
 - c) A non-exempt staff member scheduled to work on a contractually designated holiday will be compensated, at the rate of time and one-half at his/her base rate of pay or at his/her regular rate of all hours worked, depending on the holiday (See 8.02C and 8.02D).
 - d) Upon termination of employment or upon transfer out of the twelve-hour shift, the staff member will be compensated for accrued holiday pay for any University designated holiday which has not been paid less any monies the staff member may owe the University.

8.5 Vacation Amount:

Vacation accruals for newly hired or rehired staff will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the staff member's date of hire or rehire.

Vacation time will accrue in each fiscal year in accordance with the following

schedule. The annual rate will change in the month when the staff member reaches a service milestone if the staff member's anniversary date is before the 16th of the month and will change effective the following month if the staff member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one fiscal year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from the supervisor's department head and the Vice President of Faculty and Staff Resources.

8.6 Vacation Accruals:

A staff member will be paid for vacation at his/her base rate of pay.

Effective January 1, 2000	
Length of Service	Annual Rate per Month
1-10 years	One and one quarter Days (1-1/4 days)
11-20 Years	One and two thirds Days (1-2/3 days)
21 Years and Greater	Two and one twelfth Days (2-1/12 days)

8.7 Vacation Entitlement:

All regular Part-time staff who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the staff member is regularly scheduled to work. Vacation credit shall not accrue when a staff member is on an unpaid leave except that he/she will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the staff member returns on or prior to the 15th of the month.

A staff member who has resigned with appropriate notice, or who has been discharged except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a staff member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a staff member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said staff member's base salary rate at the time of death shall be calculated and paid to his/her estate less any overdrawn sick time allotment.

8.8 Vacation Scheduling:

The vacation period will be the entire year. The staff member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in manner designed to ensure the effective and efficient operation of the University, including

staffing needs. No part of a staff member's scheduled vacation may be charged to sick time.

The University may restrict the amount of vacation time granted to a staff member during prime vacation periods to allow for equitable distribution of prime vacation time among staff members. The prime vacation periods will normally be June 1 through Labor Day, December 1 to January 15th.

A staff member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding year.

By September 1st of each year, a staff member's department head/designee will advise the staff member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

Vacation requests for each "vacation year" of April through March 31 that involve the use of one (1) or more weeks of vacation, must be planned and requested by February 15th of each year. The staff member will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation are timely and two (2) or more staff members request the same time period, University seniority will prevail. A written response to the staff member's request will be provided by March 15th.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests for the upcoming year. Any vacation requests submitted after February 15th, including those of less than (1) week, will be treated on a first come basis and not decided by seniority. A request must be submitted a minimum of thirty

(30) days before the effective date of the vacation, unless waived by mutual agreement with the department head/designee. A written response to the request will be provided within seven (7) calendar days of receipt.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

Staff members assigned to units that are open 7 days a week, 24 hours a day, shall not be required to find replacement coverage for themselves as a condition of approval of requested vacation time, including weekends, unless the vacation is requested after the schedule is posted. Notwithstanding the above, the University has at all times the discretion to deny vacation requests based upon its operational needs, including staffing.

8.9 Sick Leave, Entitlement and Amount:

A. Accrual of Paid Sick Leave

1. Full-time employees shall accrue fifteen (15) days of sick Leave in each fiscal year at the rate of one and one fourth (1-1/4) days per month. During the first year of employment, employees will earn sick leave at the rate of one (1) day per month of service except that employees appointed on July 1 will earn sick leave at the rate of one and one fourth (1-1/4) days per month.

2. Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year (fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days).
3. Employees will be paid for sick leave at their regular rate of pay.
4. Unused sick leave is cumulative.

B. Use of Sick Leave

1. Sick leave may be used for the employee's own illness, exposure of the employee to contagious disease, and pre-planned medical and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Requests to use paid sick leave shall not be unreasonably denied. All requests shall be consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.
2. An employee may use up to 15 paid sick days to care for a seriously ill family member. A request to use additional paid sick leave to care for a seriously ill family member shall not be unreasonably denied.

Use of sick leave to care for a seriously ill family member includes, but is not limited to the following:

a. Emergency Attendance

Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) who is seriously ill.

b. Medically Certified Care

Employee's attendance upon the employee's seriously ill family member (as defined above) at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on

the form supplied by the university. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

Medically certified care does not cover such situations as illness not defined as seriously ill, matters-unrelated to medical needs, baby-sitting, running errands, and/or running a business for the family member while he/she is ill.

3. Use of paid sick leave under New Jersey's Earned Sick Leave Act
 - a. In addition, an employee may use up to 40 hours of accrued sick leave per fiscal year for the purposes set forth in the New Jersey Earned Sick Leave Law, and anytime designated as "NJESL" time by the employee shall be administered in accordance with the requirements of that law.
 - b. Nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the New Jersey Earned Sick Leave law (Assembly Bill No. A1827, an act concerning earned sick leave signed into law on May 2nd, 2018 and supplementing New Jersey P.L. 1966, c. 113 (C.34-11-56a *et seq.*) (the "Earned Sick Leave Act").
 - c. While on an unpaid leave an employee shall continue to receive health benefits, provided the employee contributes at the same rate the employee contributed prior to being on unpaid leave.

8.10 Procedures for the Use of Paid Sick Leave

1. Employees are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the employee must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date, he/she must call in with a new expected return date.
2. Employees taken ill while on duty or who are seeking treatment for a work related injury or illness and who leave their work station with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Employees may be excused without seeking medical attention at the University by their supervisor.
3. Whenever a regular employee retires, except an employee who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual regular rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement, provided however, that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

8.11 Leave for Death or Serious Illness in Immediate Family:

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. Such time must be utilized within one hundred and twenty (120) calendar days from notice of the date of death, but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons, shall not be unreasonably denied. A department may require verification. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave.

If an employee requests to use available vacation time to extend the bereavement leave, it will not be unreasonably denied.

In cases where the death of brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged.

Regular part time staff will receive pro-rated bereavement leave benefits.

8.12 Jury Duty Leave Amount:

Supervisors shall be granted necessary time off, at their base rate of pay, when they are summoned and perform jury duty as prescribed by applicable law and provided the staff member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard workday or workweek for the supervisor.

An employee who regularly works the night shift will be paid for the day on which the jury duty is served, if the employee was scheduled to work that night, based on the standard day work hours for his/her job classification. The schedule in question is subject to managerial discretion.

The receipt of a notice to report for jury duty must be reported immediately to the supervisor's manager or immediate supervisor.

8.13 Jury Duty Leave Procedure:

The supervisor shall notify his/her manager or immediate supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

If jury duty is canceled on a day the supervisor would have worked, he/she must immediately notify his/her manager or immediate supervisor and may be required to report to work.

8.14 Court Appearance:

Supervisors shall be granted necessary time off, at his/her base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within his/her scope of employment at the University. The supervisor shall immediately report receipt of any subpoena or court order related to his/her employment at the University to the University’s Office of Legal Management and to their manager or immediate supervisor.

8.15 Leave of Absence Limitation:

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Supervisors will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

8.16 Meal Period:

Non-exempt staff who work during their regularly scheduled meal period will, at the option of the University, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall be granted a meal period, during which time they shall remain available to respond to calls from the employer, unless the employee arranges for qualified coverage in his or her absence.

9. Leaves of Absence

9.1 Basis and Amount:

Type of Leave	Maximum Length
FMLA	In accordance with Federal Law
Military Leave	In accordance with State and Federal Statute
Personal	1 month
Academic	6 months

9.2 Procedure:

A. Federal Family Medical Leave (FMLA), New Jersey Family Leave (NJFLA), New Jersey SAFE Act Leave (NJ SAFE Act)

1. Notwithstanding any other provisions in this Agreement or in University policies, in the event that an employee is eligible, as set forth by Federal or State statute,

and takes a leave of absence under the FMLA or NJFLA accrued paid sick leave must be used concurrently with the leave permitted by the statutes.

2. Upon an employee's request, after all sick time is exhausted, he/she may use vacation, personal, or administrative time during this period of leave. Employees may also use donated sick time pursuant to University Policy 60.9.41 "Staff Leave Donation Program".
3. In the event that an employee exhausts applicable accrued paid sick time or sick leave, or if the employee does not have paid sick time or sick leave accruals to charge concurrently with an approved leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act, the remaining statutory leave time shall be unpaid.
4. Leave for an employee's own serious health condition under the FMLA or NJ SAFE Act:
 - a. Medical leaves of absence due to pregnancy shall be treated the same as other medical leaves.
 - b. A medical leave shall be granted upon presentation of a letter to Human Resources from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University may, at its cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or emending a medical leave of absence.
 - c. Upon return from leave, the employee must present to his/her Human Resources Generalist documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.
 - d. If an employee is approved for medical leave for his/her own serious health condition, only accrued sick time must be used concurrently with the statutory leave.
 - e. Notwithstanding University Policy, 60.9.20, for employees who are approved for a leave for their own serious health condition, the maximum leave permitted under the FMLA is twelve weeks.
 - f. If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act, the employee is still unable to perform the duties of his/her position because of his/her own serious health condition and has remaining accrued sick time available, the employee shall be permitted to extend his/her leave of absence by utilizing any remaining accrued sick time provided that the employee provides medical certification substantiating their need for such extension due to their own serious health

condition. At the employee's discretion, he/she may apply for donated sick time. If approved, the employee may use up to 12 weeks of donated time to extend his/her leave of absence.

- g. If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act and has exhausted their accrued sick time and donated time, and the employee is still unable to perform the duties of his/her position because of his/her own serious health condition, the employee may be permitted to extend his/her leave of absence by seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). To seek additional leave as an accommodation, the employee must submit such a request to Rutgers Office of Employment Equity and comply with the reasonable accommodation process.

5. Leave to care for a seriously ill family member under the FMLA or the NJFLA:

- a. In addition to the use of Earned Paid Sick Leave earned pursuant to the Earned Sick Leave Act, an employee may use up to 15 days of accrued paid sick leave to care for a seriously ill family member or to care for and bond with a child after birth, adoption or placement in foster care. A request to use additional paid sick leave to care for a seriously ill family member shall not be unreasonably denied.
- b. If an employee qualifies for NJFLA or FMLA leave to care for a seriously ill family member, up to 15 days of accrued sick leave must be used concurrently with any statutory leave.
- c. Upon an employee's request, he/she may use vacation, personal, or administrative time during a leave to care for a seriously ill family member, after exhausting the sick leave an employee is entitled to use pursuant to paragraph a above. Employees may also use donated sick time pursuant to University Policy 60.9.41 "Staff Leave Donation Program."
- d. For employees who are approved for leave to care for a family member, the maximum leave permitted under the FMLA and/or NJFLA is twelve weeks.

6. Leave under the New Jersey SAFE Act:

If an employee is approved for leave under the New Jersey SAFE Act, and such leave does not otherwise qualify for a leave of absence under the FMLA or NJFLA, the employee may use accrued sick time for of such leave. Upon an employee's request, he/she may use vacation, personal, or administrative time during this period of leave.

For employees who are approved for leave under the New Jersey Safe Act, the maximum leave permitted under the Act is twenty days.

B. Military Leave

Military leave will be governed by applicable State and Federal Statute. An employee who has a military leave commitment on a weekend day shall not be required to make up the weekend day.

C. Worker's Compensation

A bargaining unit member who becomes disabled due to a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.

If such leave is not approved by Risk and Claims management, application may be made by the bargaining unit member to use sick leave, if available, and then application maybe made for a medical leave of absence under University policy.

D. Personal Leave

In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

Requests for personal leaves must be accompanied with the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. An employee shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval. The maximum length of a personal leave is one (1) month.

E. Return from Leave

The University shall place an employee returning from an unpaid leave of six (6) months or less in his/her prior position. An employee who fails to return from leave within five (5) days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

10. Monetary Benefits: Health Benefit, Prescription Drug Program, Dental Care Program, Eye Care Program, Life Insurance, Pension, Disability, Parking, Tuition Refund

10.1 Health Benefits:

[SUBJECT TO CRU BARGAINING]

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the CWA and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2022.

The parties agree that immediately following the ratification of this Agreement by the membership of the CWA, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to CWA unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

10.2 Prescription Drug Program:

The State administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.

10.3 Dental Plan:

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible staff and their eligible dependents.

10.4 Vision Care

Employees of the University represented by CWA Local 1031 will be eligible for the Rutgers Vision Care Program.

10.5 Life Insurance Program:

Life insurance coverage is provided as part of the Public Employee Retirement System (PERS), or the Alternate Benefit Program. Both programs are administered by the New Jersey Division of Pensions. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

10.6 Pension:

The University is a participant in the Public Employee Retirement System (PERS)

and the Alternate Benefits Program. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. A written description of the PERS Program or Alternate Benefits Program is available on-line at the UMDNJ website, the State Health Benefits website, and can be obtained from the University's Benefits Office on each campus.

10.7 Temporary Disability Plan:

The University agrees to include staff in this unit in the State of New Jersey Temporary Disability Plan. It is a shared cost plan that provides payments to staff members who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

10.8 Parking:

1. For every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. Staff hired during any fiscal year shall pay a parking fee for the remainder of the fiscal year based on their salary at the time of hire
2. Effective July 1, 2024, Registration of vehicles and corresponding bi-weekly payments shall automatically renew, and the University shall provide at least ten business days' notice to employees of automatic renewal through a general email announcement to university employees.

Employees may cancel registration for parking during a Fiscal Year by notifying the Rutgers Department of Transportation Services by opening a case via its customer service portal. Other forms of notification such as email, telephone call, text message or in-person will not be accepted. Said notification will become effective as soon as operationally feasible after the request has been made. Employees who cancel registration for parking during a Fiscal Year shall not be responsible for the bi-weekly parking fee payroll deductions remaining in the Fiscal Year.

3. Separation from Rutgers will automatically terminate bi-weekly deductions after the point the notification of termination becomes effective, and the employee is no longer receiving regular pay from the university.
4. Employees who do not pay the annual motor vehicle registration fee may purchase up to ten (10) daily permits each Fiscal Year at the rate(s) established by the Rutgers Department of Transportation.

Sponsoring departments who have established event parking may register employees who are attending or working the event for the event parking.

5. Sections 3 and 4 shall be effective July 1, 2023.

10.9 Tuition Remission and Reimbursement for Continuing Education Courses:

- A. Effective Fall Semester 2015, dependent children of Local 1031 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.
- B. After June 30, 2021, employees covered by this collective negotiations agreement shall no longer be eligible to receive tuition reimbursement under Article 10.08; except that at the discretion of the department, employees who are required to obtain continuing education units as part of their job requirements may be reimbursed for continuing education units.
- C. Effective July 1, 2021, regularly appointed employees who are appointed on a full-time basis as of the first day of class for the semester in which tuition remission is sought may qualify for tuition remission for themselves as set forth in, the University's Educational Benefits policy in Section 60.2.1 of the University Policy Library so long as employees comply with all administrative and academic requirements. Retired employees are eligible for tuition remission in accordance with Policy 60.2.1.
- D. Effective July 1, 2023, UBHC unit members, who are required to obtain continuing education credits in order to maintain their licenses and/or certifications as a condition of their continued employment at Rutgers, shall be provided with time to complete such obligations, when operationally feasible.

11. Monetary Benefits Miscellaneous

11.1 Terminal Benefits:

A full-time or part-time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a) Twenty-eight (28) days' notice or compensation at the staff member's regular compensation rate to the extent such notice is deficient.
- b) Accrued but unpaid vacation and compensatory time to the staff member's termination date.

11.2 Resignation:

A staff member who terminates by resignation will give the University three (3) weeks written notice. Staff members who resign will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced but not accrued.

Staff who terminate by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags and keys, and computer software. Failure to return this property will allow University Management to withhold final paychecks.

After submitting a three (3) weeks notice of resignation, a staff member shall only be eligible to use a maximum of three (3) Paid Leave days within the last three weeks of employment, provided the requests for such Personal, Administrative, or Mandatory Leave days are approved.

11.3 Identification Cards:

The University shall furnish identification cards to all staff members. Lost cards shall be reported immediately. The staff member shall be responsible for paying for the replacement of lost cards at the then prevailing rate.

11.4 Continuing Education:

A supervisor may request in writing to his/her manager or immediate supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation. Such approval shall not be unreasonably denied.

The University will grant time off without loss of pay to those supervisors approved to attend Continuing Education conferences.

Night shift supervisors who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with University policy in order to be reimbursable.

11.5 Uniform Allowance:

Should the University require staff members to wear uniforms but choose not to provide them, the University will then provide full-time staff with an annual uniform allowance as follows:

<u>FY 2022</u>	<u>\$500</u>
<u>FY 2023</u>	<u>\$500</u>
<u>FY 2024</u>	<u>\$500</u>
<u>FY 2025</u>	<u>\$500</u>

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance in the fiscal year.

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or part-time payments will be based on the staff member’s status as of July 1st. The staff member must be in active pay status as of the date of payment.

11.6 On-Call:

Non-exempt staff required to work on-call, as defined by the Fair Labor Standards Act (F.L.S.A.), will be compensated as required by the Act. The rate for on-call compensation will be \$3.50/hour.

When a non-exempt staff member is called to work outside his/her regularly scheduled shift, he/she will be compensated for the actual hours worked. The staff member will be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work shall be treated in accordance with Article 6.04 of this Agreement.

11.7 Shift Differential:

Effective January 1, 2006, the shift differential for all supervisors who receive the differential shall be \$1.75/hour for all non-exempt supervisors.

Effective January 1, 2007, the shift differential will be \$2.00/hour for all non-exempt supervisors.

11.8 Reimbursement for Travel:

Travel expenses will be reimbursed to bargaining unit members as per University Policy.

12. Health and Safety

12.1 Health Examination:

The University will provide to each member of the bargaining unit a physical examination at the time of employment. Thereafter, an exam will be provided if required by the appropriate accrediting authority or the University or by statute.

Staff members returning from medical or disability leave must present a note from the treating physician which indicates the date the staff member was able to return to duty and certifying the staff member's fitness to return to work full duty. The University may, at its own cost and expense, have a physician of its choosing perform a physical examination of the staff member to ensure fitness and capability to return to work.

12.2 Employer Obligation:

The University agrees to provide adequate and regularly maintained sanitary facilities for supervisor's use. Each supervisor will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

The University shall make reasonable provisions for the safety and health of its supervisors and will observe all applicable health and safety laws and regulations. The University will provide safety devices for supervisors when deemed appropriate by the University or as required by law and will provide a reasonably safe and healthy place of employment.

A supervisor must report incidents of unsafe and/or unhealthful conditions to his/her manager or immediate supervisor immediately. The University shall respond in a

timely manner to all health and safety problems reported by the Union and/or bargaining unit members.

The University and CWA agree to discuss problems concerning health and safety at the bimonthly Labor/Management meetings. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the University's Safety Committee by the CWA Union's Committee representative.

The University shall, upon request, provide the Union with the results of all health and safety inspections of the facilities of the University. The University shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/bargaining unit member complaint and/or grievance. The University will also notify the Union in cases where on-going health and safety hazards which may affect bargaining unit members are discovered.

12.3 Joint Health and Safety

1. A General Statement

Rutgers and the Unions agree to the importance of a safe and healthy work environment and to strategically work together to improve health and safety. The University shall act in compliance with NJSA 34:6A-33 and shall furnish to each of their employees with employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death, serious injury or physical harm to their employees.

2. Response to Health and Safety Issues

- a. Employees shall report health and safety complaints to a chair, program director or dean and to the Rutgers Environmental Health and Safety (REHS). It shall be the responsibility of the department, program, or school leadership in conjunction with REHS to immediately take steps to investigate any employee complaint.
- b. The University shall use best efforts to make an initial determination of whether the conditions forming the basis for the complaint pose a danger to the health and safety of unit members within 48 hours from the filing of the complaint. If conditions pose an imminent danger to the health and safety of employees, the University shall take immediate steps to provide employees with a healthy and safe work environment. Those steps may include relocations to another university building or facility, remote work, early dismissal, or any other practical remedy. The University's initial determination shall be provided

to the affected department(s), the employee(s) filing the complaint, and the Union(s) representing the employee(s), and shall include a description of the steps to be taken to remediate the unsafe or unhealthy condition.

- c. If the Union or the employee disagrees with the determination of REHS, a grievance may be filed directly with OULR. CRU union collective negotiations agreements will provide for the expedited arbitration of health and safety grievances. For an imminent danger, an employee may request to be relocated while awaiting a finding by REHS, another unit of the University, PEOSH or an arbitrator appointed in accordance with the applicable collective negotiations agreement. The University will, if feasible, accommodate such a request and relocate the employee to a different university building or permit the employee to work remotely, if the employee's duties can be performed remotely.

3. Right to Information, including Access by Union Retained Health and Safety Expert

- a. Health and safety information requested by a Union shall be provided as soon as possible, but in no event later than seven business days from receipt of the request by the appropriate University office provided the requested information is available.
- b. At its own expense, a Union shall have the right to retain an expert. The Union may request that their expert enter the premises of the University to conduct an inspection of a condition alleged to be unsafe or unhealthy. Such a request shall not be unreasonably denied. The expert must be appropriately credentialed and/or licensed to conduct an inspection of a condition alleged to be unsafe or unhealthy. The Union shall give REHS and RUPD as much advance notice as possible, but in no event less than 24 hours' notice, that an expert will be conducting a health and safety inspection on University premises.

The inspection by the expert and any testing conducted by the expert shall not interfere with the operation of the University. The expert must act in conformity with all applicable University rules, regulations, and policies regarding access to facilities. If sampling is to be conducted, the expert must submit a sampling plan and conduct sampling in accordance with recognized industrial hygiene practices and established methods. Access to mechanical equipment and spaces will be authorized, coordinated, and provided by the appropriate University department(s) in coordination with the Union's expert. No

destructive testing is permitted without prior approval.

The expert and their company must provide their credentials and a certificate of insurance in compliance with the standards of same as set for by Procurement Services and the Office of Risk Management to the Office of Rutgers Environmental Health and Safety before entering any university premises. Any laboratories or third-party entities contracted by the expert must also provide the appropriate licenses, certifications, accreditations, and certificate of insurance as required of the expert.

- c. In cases of complaints filed with University Facilities regarding temperatures below or above the indoor work environment range recommended by PEOSHA – 68 degrees to 79 degrees - the University shall initiate corrective action. If the University is unable to provide a workplace within the temperature range recommended by PEOSHA, at the discretion of the employees' department head or designee, employees may be permitted to work from an alternate University location or work remotely. However, if a determination is made that the workplace temperature is unsafe or unhealthy, the University will immediately initiate remedial action, including relocating employees or permitting remote work.

4. A Joint Health and Safety Committee

- a. A Joint Health and Safety Committee consisting of one representative from each union shall meet at least quarterly with the Chief Operating Officer of the University or their designee and other University representatives authorized to address the agenda topics. So that the meeting shall be productive and appropriate personnel can be present, an agenda of topics to be discussed shall be submitted to the office of the Chief Operating Officer of the University at least five (5) business days in advance of the meeting date. The agenda shall minimally include discussion and status updates involving previously-made complaints that are unresolved.
- b. Meetings may be called by the CRU outside of the regular quarterly meeting, with the consent of the University, to address specific agenda topics provided in advance.

5. Violence Prevention, including safe and secure parking facilities

- a. The University shall establish committees as required by the Violence Prevention in Healthcare Facilities Act for its facility(s)

which are expressly covered under the Act and its implementing regulations (N.J.S.A. 26:2H-5.17 et seq.; N.J.A.C. 8:43E-11.4).

- b. The University, upon request, shall conduct safety walks to identify lighting deficiencies within parking facilities. Escorts may be requested, subject to availability of staff to accompany bargaining unit members to and from parking facilities when necessary to ensure their safety.

6. No Retaliation for Reporting Health and Safety Violations

Employees, who report health and safety concerns, will not be subject to retaliation, harassment, intimidation or discrimination.

13. No Strike/No Lockout

The Union and the bargaining unit members agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the University's facilities during the term of this Agreement. The University agrees that there shall be no lockouts during the term of this Agreement.

14. Discipline and Grievance/Arbitration Procedure

14.1 Definition:

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline. Oral counseling, although in writing, is not to be considered discipline and shall not be placed in the staff member's central personnel file.

The University shall have the right to discipline staff members for just cause. Just cause for discipline including discharge from employment shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including discharge from employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a second written warning for suspension without pay and such substituted warning shall substitute for suspension in the University's scheme of progressive discipline. Such warning shall not be arbitrable.

The University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the supervisor, deduct up to five days from vacation balances. The disciplinary penalty will be equivalent to the same number of days of

suspension and treated for all purposes as equivalent to a suspension.

All suspensions without pay for exempt employees or suspensions without pay of three days or more for nonexempt employees, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.02. No other disciplinary actions shall be subject to arbitration.

The University will notify the Union in writing of any discipline within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or staff member was notified of the action in writing.

Suspensions that are grieved shall be stayed until the issuance of a Step Two decision, unless the University determines that the employee is a threat to the health and safety of himself/herself or others or is a threat to University property. Until the issuance of Step Two decision, discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge.

In the event that an employee serves any portion of a suspension prior to filing a grievance, only the balance of the suspension will be stayed.

14.2 Grievance Procedure:

A. Definition

1. A breach, misinterpretation, or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

B. Purpose

The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of bargaining unit member grievances and to facilitate the uninterrupted operations of the University.

C. General Provision

No grievance settlement reached under the terms of this agreement shall add to, subtract from or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The terms of this Article shall not apply to newly hired employees serving a probationary period.

All time limits are of the essence and may be extended only by mutual agreement between authorized representatives of the University and the Union. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the Union and staff member and will not be considered.

A grievance which affects a substantial number or class of staff members, or in a case of suspension or discharge, or which the University representative at Step One lacks the authority to settle, may initially be presented at Step Two of the grievance procedure.

D. Preliminary Informal Procedure

A supervisor may orally present and discuss a grievance with his/her manager or immediate supervisor. At the supervisor's option, he/she may request the presence of a Union representative. If the supervisor exercises this option, the manager or immediate supervisor may determine that such grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

E. Formal Steps

Step One:

All disciplinary grievances must be signed by the individual grievants prior to the filing of the Step 1 (or Step II) appeal or within two (2) workdays of the filing of the appeal.

The grievance shall be reduced to writing and submitted to the department head within thirty (30) calendar days, excluding holidays, from the date upon which the bargaining unit member first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provision of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within fourteen (14) calendar days, excluding holidays, after its receipt.

Step Two:

The grievance may be appealed by written notice to the Vice President for Human Resources of the University or his/her representative within ten (10) calendar days, excluding holidays, after the Step One decision was rendered or due.

The grievances filed initially at Step II pursuant to the fifth paragraph of 14.02C, must be filed within thirty (30) calendar days of the date upon which the bargaining unit members first gained or should reasonably have gained knowledge of the action which is the subject of the grievance.

The Vice President for Labor Relations or his/her representative will convene a

hearing within thirty (30) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The bargaining unit members may be represented at such hearing by the Union representative or designee. The Vice President for Labor Relations or his/her representative will render a decision within thirty (30) calendar days from the date of the conclusion of the hearing.

Step Three Arbitration:

In the event the grievance has not been satisfactorily resolved in Step Two and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A(1) above or in the case of discipline as defined as arbitrable in section 14.01, paragraph 4, [then] a request for arbitration may be brought only by the Union within thirty (30) calendar days from the date the Union receives the Step Two decision. The request for arbitration shall be submitted in writing to the Public Employment Relations Commission, with a copy sent to the Director of Labor Relations.

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

The arbitrator selected shall be requested to hold the arbitration within one hundred and eighty (180) calendar days from receipt of the request for arbitration and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the interpretation and with general considerations reserved to management by the Public Staff Member Relations Act and case interpretation of the Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate a staff member with back pay, the staff member may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and staff member, unless either party seeks a review in an appropriate

court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

The terms of any settlement agreed upon in a case that has been filed for arbitration shall be implemented as soon as practical, but in any event no later than forty-five (45) days after the settlement is fully executed. The settlement may contain, if appropriate, either as a term of the settlement, or as an appendix, a statement(s) concerning the implementation of the terms of the settlement.

With respect to contract interpretation grievances, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award.

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

15. Nondiscrimination

Neither the University nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, sex, marital status, age, sexual orientation, or liability for service in the Armed Forces of the United States of America. Neither the University nor the Union will discriminate against any staff member because he/she is or is not a member of the Union, or because he/she has filed any complaints or grievance with the University or the Union.

16. Subcontracting Services

If the University contemplates contracting work normally performed by staff covered by this Agreement, the University agrees, prior to the execution for such contract to provide no less than five (5) weeks notice of such action, and to meet with the Union for discussion of the proposed contract. If such a contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least thirty (30) calendar days notice prior to being laid off.

17. Salary/Adjustment

17.1 Correcting Payroll Errors:

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 2 payroll workdays from the time the error is reported to Payroll by the affected staff member. Staff members scheduled to be off on payday may receive their paycheck the day before payday in accordance with University Policy.

17.2 Salary Program July 1, 2022 to June 30, 2026:

A. Salary Increases:

a. Fiscal Year 2023

- i. Effective July 1, 2022, a 4% across the board salary increase to base salary provided that the eligible employee¹

¹ For negotiations unit members to be considered an "eligible employee" for purposes of the salary increases set forth in sub-paragraphs a through d, such negotiation unit members must be a negotiations unit member on June 30 of the same year as the effective date of payment of the salary increase set forth in sub- paragraphs a through d. Additionally, for negotiations unit member, the salary increase shall be based on the negotiations unit member's salary as of June 30 of the same year as the effective date of payment of the salary increase set forth in sub-paragraphs a through d. An employee who is in unpaid status due to being on an unpaid leave or an unpaid suspension is "on payroll" as that term is used in subparagraphs a through d above. Employees on unpaid leave or unpaid suspension during the period of July 1, 2022 to June 30, 2023, shall be eligible for a pro-rata retroactive payment for the time the employee was in pay status.

Any negotiations unit employee who retires on July 1, 2023 or August 1, 2023, shall be provided the July 1, 2022 across the board increase and will be paid the retroactive pay associated with that increase from July 1, 2022

is on the University payroll in a negotiations unit position on the payment date.

b. Fiscal Year 2024

- i. Effective July 1, 2023, a 3.75% across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

c. Fiscal Year 2025

- i. Effective July 1, 2024, a 3.5% across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

d. Fiscal Year 2026

- i. Effective July 1, 2025, a 3.5% across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

The University shall make the retroactive salary payments and July 1, 2023 across-the-board increases as soon as operationally feasible.

- B. The minimums, mid-points and maximums of the applicable salary ranges shall be increased by the above across-the-board increases set forth above.

The above salary increases of this Article are subject to the appropriation of and allocation to the University by the State of adequate funding.

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in Fiscal Year 2026,² it is agreed that the invocation of the “subject to” language will be based on a determination by the University that there exists a fiscal emergency.³ If the University invokes the “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

through June 30, 2023 (for a July 1, 2023 retirement date) or July 31, 2023 (for an August 1, 2023 retirement date). The payment of this retroactive amount will be made as soon as operationally feasible and may be on a date later than the date scheduled for other negotiations unit members to receive the FY2023 increase and retroactive pay. The union agrees that this agreement shall not be used as a precedent for any future increases and the union further agrees that any retirees after August 1, 2023, but before the date of payment of the retroactive pay for the FY2023 increase shall not be entitled to such retroactive pay. Further, any retirees on July 1, 2023, or after, but before the date of payment of the FY2024 increase shall not be entitled to receive any retroactive pay related to that increase. The union shall not file any grievance, request for arbitration, or other action related to the payment date of the FY2023 or FY2024 increases in consideration for the benefits provided by the university in this agreement.

² The parties agree that the University will not seek to apply the “subject to” language for the first three years of this Agreement.

³ The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

1. The University shall provide CWA with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the CWA negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the CWA pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;

- The audited financial statements for the prior fiscal year;
- Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
- Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The CWA may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the CWA, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the CWA may file a 14.02 (A)(1) grievance pursuant to paragraph 5 below.

4. The CWA agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the CWA may file a grievance under Article 14.02(A)(1) of the Agreement. The grievance shall proceed directly to arbitration under Article 14.02. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Article 20 Section A. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of the "subject to" language contained in Paragraph A of this Article, the parties shall mutually agree upon another arbitrator.

When systematically feasible by Rutgers, the daily rate of pay shall be equal to the actual number of work days in the Rutgers' fiscal year which runs from July 1 to June 30.

When systematically feasible by Rutgers, the payroll projection shall be eliminated for an employee hired into the Local 1031 unit on or after the ratification of this Agreement by the parties.

6. Upon expiration of this Collective Bargaining Agreement, the parties agree to negotiate over the implementation of any portion of the following merit adjustment program.

Merit adjustments shall be made as follows:

Step 1: Determination of "share" value:

A "share" of the merit pool shall be determined as follows:

- a. The performance rating number (3, 4 or 5) shall be multiplied by the number of people in the operating unit receiving that rating.

Example:

10 people receive 5 $10 \times 5 = 50$

20 people receive 4 $20 \times 4 = 80$

50 people receive 3 $50 \times 3 = 150$

- b. Add the total number of "points" of resulting calculation:

$50 + 80 + 150 = 280$ "points"

- c. Divide the merit pool dollars by the total number of "points" to

determine the value of one “share”.

Example:

1.7% of operating unit payroll = \$45,000

\$45,000 divided by 280 = @ \$160 one (1) “share” = \$160

Step 2: Distribute merit pool by performance rating, as follows:

- a) Employees receiving a rating of “5” shall receive a merit adjustment of one share multiplied by five (5):

Example: 5x \$160 = \$800

All employees in the operating unit receiving a rating of 5 would receive a merit adjustment of \$800.

- b) Employees receiving a rating of 4 shall receive a merit adjustment of one share multiplied by four (4):

Example: 4 x \$160 = \$640

All employees in the operating unit receiving a rating of 4 would receive a merit adjustment of \$640.

- c) Employees receiving a rating of 3 shall receive a merit adjustment of one share multiplied by three (3):

Example: 3 x \$160 = \$480

All employees in the operating unit receiving a rating of 3 would receive a merit adjustment of \$480.

The numbers set forth above are included for illustrative purposes only, and are not intended to establish a guaranteed level of benefits as to any member of the bargaining unit.

Miscellaneous

1. Minimums and maximums for each salary range shall be as follows:
 - a) FY 06 – Increase by 2.5%
 - b) FY 07 – Increase by 2.5%
2. An individual whose salary increase as set forth above would raise his/her salary to an amount exceeding the maximum for the salary range for his/her title will be given a one time salary bonus in lieu of that portion of the salary increase which exceeds the salary range maximum.
3. The parties recognize and agree that the amounts distributed to employees may vary from one operating unit to another in any given year, as well as from year to year, based upon the aggregate results of the performance ratings in each operating unit each year.
4. In the event that the average performance appraisal score for the entire operating unit is less than a “3”, the following limitation will apply. The maximum merit adjustment which any individual employee may receive shall be capped at (4) times the stated percentage used to define the

merit pool based upon the employee's salary.

Example: If the merit pool is defined as one percent (1%) of CWA salaries in the operating unit, the maximum increase which an employee may receive is 4% of his/her salary (i.e., $4 \times 1\% = 4\%$).

5. There will be no other merit increase and no other "cost-of-living" or "across the board" increase other than those referred to above.
6. The dollar amounts expressed in this Article are unique to each fiscal year of this agreement and shall in no manner whatsoever be considered part of the status quo subsequent to the expiration of this agreement.

18. Successorship

The University shall notify the Union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership. The University agrees to provide the union with relevant information sought by the Union for the purpose of adequately representing the membership.

19. Maintenance of Benefits

The fringe benefits, which are substantially uniform in their application to bargaining unit members and which are currently provided to those staff members, shall remain in effect without diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties.

20. Complete Agreement

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

21. Availability of Contracts

The University agrees to post this contract on its web site.

22. Term of Agreement, Successor Agreement Negotiations Procedures

22.1 Term of Agreement:

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and

effect until June 30, 2026. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

22.2 Successor Agreement:

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to December 1, 2025. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2026 subject to the provision above.

22.3 Negotiations Procedures:

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

22.4 Notification Addresses:

Notice for the purpose of giving notice as provided in Article XXI, the University may be notified through the Vice President for Human Resources Rutgers, the State University of New Jersey, 57 U.S. Highway 1 South, New Brunswick, NJ 08901; and the Union through CWA, District 1, 102 S. Warren St., Trenton, NJ 08608.

Signature Page

IN WITNESS WHEREOF, Rutgers, the State University of New Jersey and the Communications Workers of America, District One, have caused this agreement to be signed by their duly authorized representative.

**Rutgers, The State University of
New Jersey**

**Communication Workers of America,
AFL-CIO**

Signed by:

David Cohen

16BA1B8977D3431...

David Cohen, Vice President for University
Labor Relations and Special Counsel for
Labor Affairs
Special Counsel to the President

DocuSigned by:

Kathryn

2DEFDFC361464A5...

Kathryn Hernandez, President,
CWA Local 1031

Signed by:

Harry M. Agnostak

CDA7A1D7D2B451...

Harry M. Agnostak, Associate Vice
President for Labor Relations

Kristen Affrime

Kristen Affrime,
CWA National Staff Representative

Signed by:

Abdel Kanan

2C4D63029A4A498...

Abdel Kanan, Director, Office of Labor
Relations

DocuSigned by:

Megan Boswell

A0BE2C5B4CFD439...
MEGAN BOSWELL

Signed by:

Syrion Jack

5E068C11224B405...

Syrion Jack, Associate General Counsel

Signed by:

Tracie Ciancio

81C6DEED6312461...
TRACIE CIANCIO

DocuSigned by:

Christina Pruden

83D741B16FAC4BB...
CHRISTINA PRUDEN

Signed by:

William Wilson

B0774EA7557A47B...
WILLIAM WILSON

Appendix A

List of University Operating Units for Purpose of Layoff

For the purpose of Article 5.07, Section C, "University Operating Units" are defined as follows:

1. **Newark Campus**
 1. N.J. Medical School
 2. RSDM
 3. School of Nursing
 4. UBHC, excluding UCHC
 5. Central Administration
 6. GSBS
 7. School of Health Professions

2. **New Brunswick/Piscataway Campus**
 1. Robert Wood Johnson Medical School
 2. UBHC
 3. Central Administration
 4. GSBS
 5. School of Nursing
 6. School of Health Professions
 7. RSDM

3. **Stratford/Camden Campus**
 1. UBHC
 2. Central Administration
 3. Robert Wood Johnson Medical School
 4. School of Nursing
 5. School of Health Professions
 6. RSDM
 7. GSBS

Physical Plant employees on the Newark Campus will be considered to be in one Operating Unit All accumulated benefits shall be retained by employees who bump and are bumped. **University Seniority** will prevail on recalls made within one (1) year from layoff.

Appendix B

January 30, 2024

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Article xx - Flexible Work Arrangements

All negotiations unit employees are eligible to request Flexible Work Arrangements (hereinafter “flexible work arrangement(s)”). Requests for flexible work arrangements shall not be unreasonably denied. This article shall not void any prior designated work schedules. A department may offer a flexible work arrangement based upon the nature of the work performed and departmental and/or university needs. An employee may also initiate a request for a flexible work arrangement with their supervisor. In either case, the department should enter into a University Flexible Work Arrangement, only if it is determined that the employee and the employee’s position are suitable for a flexible work arrangement.

Not all positions are suitable for flexible work arrangements. Suitability for a flexible work arrangement is based upon the operational and service delivery needs of the department, the individual employee, and the employee’s position. In all instances, consideration and approval of remote work arrangements must reflect a focus on mission, service to our students and patients, impact on the communities within which we operate, and a shared responsibility to provide an engaging, vibrant, and connected University experience for our students.

Decisions regarding suitability for flexible work arrangements including, but not limited to, types of remote work arrangements and forms of flexible work schedules shall rest with the University and shall be final.

I. Definitions

Ad Hoc: A work arrangement where employees are permitted or directed by a supervisor to work at an off-campus site, if job duties and technology resources permit such an arrangement, during circumstances such as, but not limited to, special projects or business travel. These arrangements are temporary (not to exceed 20 business days in a calendar year) and require prior approval by the direct supervisor or designee and have no expectation of continuance.

Alternate Work Location: A location other than the official University place of business from which an employee works. Such alternate work locations must (1) be in NJ, NY, PA or DE and (2) be within a reasonable commuting distance to the Assigned Work Location, as mutually agreed upon by the employee and Department Head.

Assigned Work Location: Any on- or off-campus property that is owned, occupied, leased, or used by Rutgers University at which the employee is regularly assigned to attend work. This includes all research sites and all leased indoor and outdoor spaces or spaces occupied with a user permit, license, or contract for the conduct of University business.

Compressed Workweek: A flexible work arrangement available only to those employees with fully in-person schedules. A compressed workweek schedule allows an employee to maintain a full-time schedule, but work hours are performed over less than five days per week or ten days per pay period. For example, a compressed 40-hour workweek can be four 10-hour days Tuesday through Friday and Mondays off. A compressed workweek cannot be combined with any other flexible work arrangement type.

Department Head: The person with the ultimate approval authority in the unit, or designee.

42 **Exempt:** Not subject to the overtime provisions of the Fair Labor Standards Act (FLSA).
43 (Employee titles coded as NL, NC, and N4).

44 **Emergency:** A crisis or other emergency, including certain inclement weather events, that
45 significantly disrupts a facility or facilities or the physical operation of a department as
46 determined by the university.

47 **Flexible Work Arrangement:** Non-standard work arrangements that include but are not
48 limited to Ad Hoc, Compressed Workweek, Flex Workday, Fully Remote, and Hybrid.

49 **Flex Workday:** A work schedule whereby an employee works a standard workweek but with
50 start and end times that differ from the regularly scheduled workday. This may include a split
51 schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12
52 PM and 3 PM-7:30 PM)

53 **Fully Remote:** A work arrangement whereby an employee performs job responsibilities at an
54 Alternate Work Location for all scheduled workdays in a workweek. Such alternate work
55 locations must (1) be in NJ, NY, PA or DE and (2) be within a reasonable commuting
56 distance to the assigned work location, as mutually agreed upon by the employee and
57 Department Head. In this work arrangement an employee may be scheduled to work
58 remotely regularly but also required, at times, to attend meetings or work from an on-campus
59 work site as directed by a supervisor or as operationally necessary. Fully remote work
60 arrangements may only be considered under extraordinary circumstances for a period not to
61 exceed one year with the potential for yearly renewals.

62 **Hours Worked:** For fixed workweek staff; hours are computed by adding all hours actually
63 worked during the workweek plus any paid time off, such as vacation and sick time, except
64 as modified by collective negotiations agreements.

65 **Hybrid:** A work arrangement where an employee is both regularly scheduled to work at an
66 assigned work location for a minimum number of days during a workweek and at an alternate
67 work location for the remaining scheduled workdays in a workweek.

68 **Non-exempt:** The employee's position is subject to the overtime provisions of the Fair Labor
69 Standards Act (FLSA). (Employee titles coded as 35, NE, and 40).

70 **Standard Hours Workweek:** The standard hours for work in a workweek are set forth in
71 University Policy 60.3.14, University Policy 60.9.27, and/or the appropriate collective
72 negotiations agreements.

73 II. Remote Work

74

75 A. Types of Remote Work Arrangements:

76

77 Remote work shall be scheduled as follows:

- 78 1. **Ad Hoc:** A work arrangement where employees are permitted or directed by a supervisor
79 to work at an off-campus site, if job duties and technology resources permit such an
80 arrangement, during circumstances such as, but not limited to, special projects or

81 business travel. These arrangements are temporary (not to exceed 20 business days in a
82 calendar year) and require prior approval by the direct supervisor or designee and have no
83 expectation of continuance.
84

85 **2. Hybrid:**

86
87 a. 1-2 Remote Workdays: A Department Head, or designee, may approve a work
88 arrangement where an employee is both regularly scheduled to work at an assigned work
89 location for a minimum of 3 days during a workweek and regularly scheduled to work at
90 an alternate work location for a maximum of 2 days during a workweek. Employees must
91 live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned
92 Work Location to participate in a hybrid work arrangement.
93

94 b. 3-4 Remote Workdays: Subject to Department Head, or designee, and approval from
95 the appropriate Cabinet Officer, a work arrangement will be permitted where an
96 employee is both regularly scheduled to work at the employee's assigned work location
97 for less than 3 days during a workweek and regularly scheduled to work at an alternate
98 work location for more than 2 days during a workweek. Employees must live in NJ, NY,
99 PA, or DE and within a commutable distance to the employee's Assigned Work Location
100 to participate in a hybrid work arrangement.
101

102 3. **Seasonal:** Remote work arrangements may be modified in accordance with the seasonal
103 business needs of the department for a period not to exceed three (3) months each fiscal
104 year with the potential for yearly renewals.
105

106 4. **Emergency:** Remote work that is precipitated by a crisis or other emergency, that
107 significantly disrupts a facility or facilities, or the physical operation of a department as
108 determined by the university. When needed to achieve business continuity and to
109 maintain critical functions, operations, and services, remote work arrangements may be
110 established during an emergency as defined in Section I above until normal operations
111 can be restored at the Assigned Work Location or until a different Assigned Work
112 Location is designated by the university.
113

114 5. **Fully Remote:** The appropriate Cabinet Officer and Senior Vice President of Human
115 Resources may approve a fully remote work agreement for a period not to exceed one
116 year and may be renewable on a yearly basis. These employees perform job
117 responsibilities at an alternate work location in NJ, NY, PA, or DE within a commutable
118 distance to the employee's assigned work location. In this work arrangement an
119 employee may be scheduled to work remotely regularly but also required, at times, to
120 attend meetings or work from an on-campus work site as directed by a supervisor or as
121 operationally necessary.
122

123 **B. Effect on Employee's other Terms and Conditions of Employment**

124 In all cases, remote work arrangements are revocable and can be discontinued at any time
125 when it is in the judgment of the department or the university that it is in the best interest of
126 the University to do so. Departments should give a minimum of 14 calendar days' notice of
127 discontinuance unless extenuating circumstances make such notice impracticable.

128 Remote work does not change an employee's terms and conditions of employment, including
129 required compliance with or the application of University policies. Additionally, an
130 employee's compensation and/or benefits do not change as a result of a remote work
131 arrangement.

132 **C. Effect on Employee's Leave**

133 Remote work is not intended to circumvent any leave that an employee has requested and is
134 entitled to pursuant to State and/or federal law, University policy, or prevailing collective
135 negotiations agreements.

136 **D. Alternate Work Location**

137 The alternate location from which an employee works remotely should be a predetermined
138 site, such as a home office, and should have a fixed work area that will provide the employee
139 with adequate access to the tools necessary for remote work, such as a telephone, computer,
140 internet connection, etc.

141 The alternate work location must be within an environment that is free of disruptions and
142 provides the appropriate level of privacy when discussing confidential or sensitive matters.

143 A supervisor or other appropriate University official may arrange to visit the alternate work
144 location both prior to and after a flexible work arrangement has been approved if there are
145 worksite-related concerns.

146 Employees with approved remote work arrangements should not hold business visits or in-
147 person meetings with professional colleagues, customers, or the public at alternate work
148 sites; exceptions to this provision must be approved in advance by the department.

149 A remote work arrangement does not convert the alternate work location into a University
150 place of business.

151 **E. Equipment, Costs, and Expenses**

152
153 Except as set forth below, employees must provide their own computer, telephone, telephone
154 service, internet connection, and any other equipment necessary to facilitate the remote work
155 arrangement, unless otherwise expressly agreed to and approved. The University does not
156 assume responsibility for the cost of employee-provided equipment or its repair or service.
157

158 The University will supply IT equipment, non-IT equipment, and office supplies, at its
159 discretion, only for the employee's primary Assigned Work Location, be it on-campus or
160 remote. The University will not reimburse employees for out-of-pocket expenses for

161 materials and supplies that are normally available at the employee's assigned work location.
162 Any additional equipment is the responsibility of the employee. There will be no
163 reimbursement for printing, cell phone, internet or home-office furniture set up. Except as
164 provided above, all costs, whether relating to the initial set-up or the maintenance of an
165 alternate work location, will be borne by the employee. The University does not assume
166 responsibility for operating costs, home maintenance, or other costs incurred by employees in
167 the use of their homes or other alternative work locations.
168

169 Departments are not prohibited from using University funds for reasonable expenses that are
170 necessary to facilitate the remote work arrangement, if there is a legitimate business need and
171 adequate funding exists. Such expenses must be consistent with existing University policies
172 regarding purchasing and business expenditures and equitable across employee groups.
173

174 When available, and at its discretion, departments may issue University-owned equipment
175 to an employee for use in remote work arrangements; however, the equipment is to be used
176 only by the employee to perform authorized University business. When University-owned
177 equipment is issued to an employee for remote work, the employee is responsible for
178 protecting it from theft, damage, and unauthorized use. University-issued equipment used in
179 the normal course of employment will continue to be supported by the department.
180 Employees must utilize all equipment in accordance with all University and OIT Policies and
181 Procedures.

182 **F. Accountability and Availability**

183 In general, remote work should not change the regular days and hours that an employee is
184 expected to be working. All employees working remotely are required to submit an
185 application in an approved university system detailing workdays, hours, and location, and
186 must receive approval prior to commencing their remote work schedules. Such arrangements
187 must be revisited and approved on a yearly basis. If it is found that an employee is not
188 performing work during the remote work hours, or is not at their designated Alternate Work
189 Location during remote work hours, their flexible work agreement can be revoked.

190 An employee with an approved remote work arrangement shall be available for
191 communication and contact during the scheduled workday, regardless of work location. An
192 employee with an approved remote work arrangement shall report to the regularly assigned
193 work location on non-remote workdays. In addition, supervisors may require that on a regular
194 remote workday an employee must report to the regularly assigned work location or elsewhere
195 as needed for work-related meetings or other events. In that event, the supervisor should give
196 the employee as much notice as is practicable.

197 Employees with approved remote work arrangements must adhere to the established standards
198 and protocol relating to information protection, security, and technology. Failure to adhere to
199 the standards and protocol may result in revocation of the University Remote Work
200 Agreement and appropriate disciplinary action.

201 **G. Assessment**

202 Certain adaptations may be necessary in how supervisors communicate expectations and
203 assignments, and provide ongoing assessment and feedback, due to the fact that the employee
204 with approved remote work arrangement is not always physically present in the regular
205 Assigned Work Location. The supervisor and the employee with approved remote work
206 arrangement should agree upon a workable means for delivering such information, such as
207 regular meetings or status emails. Likewise, supervisors should also review and/or revise the
208 criteria that will be utilized for annual performance appraisals where applicable. Such criteria
209 should be clearly defined and measurable in terms of quantity, quality, or time to complete.

210 **III. Flexible Work Schedules**

211 The definitions for all terms utilized in this section are the same as those utilized in the
212 Definitions section above unless otherwise noted.

213 **A. Forms of Flexible Work Schedules**

214 **1. Flex Workday**

215 The features of a Flex Workday are as follows:

- 216 a. A variable daily schedule with a pre-defined start and end time that may
217 differ from the regularly scheduled workday but revolves around a fixed
218 number of hours, which may vary by employee; or
- 219 b. A split schedule whereby an employee works a full workday with a
220 specific number of hours in two or more periods; and
- 221 c. A meal break of at least thirty (30) consecutive minutes.

222 **2. Compressed Workweek**

223 **a. Features of a Compressed Workweek**

- 224 i. A regularly-repeating weekly, or bi-weekly, schedule that is
225 shorter than five uniform and consecutive days in one workweek,
226 or ten uniform and consecutive days in two workweeks,
227 respectively;
- 228 ii. A regular workweek (e.g., 35, 37.5 or 40 hours) that is executed
229 over the shortened period of time so that there are fewer but longer
230 days in the new workweek(s);
- 231 iii. A workday that is for a specific number of hours, not including
232 a meal break, during which the employee must be at work;
- 233 iv. A meal break of at least thirty (30) consecutive minutes; and
- 234 v. One regularly-scheduled day off that the employee receives as a
235 result of the compression of the workweek(s). The regularly
236 scheduled day off may be any day during such workweek(s).

237 mutually agreed upon by the employee and their supervisor, which
238 shall repeat with regularity.

239 b. Examples of Compressed Workweek Arrangements

240 i. 4&1 Compressed Workweek Arrangement: In a 4&1
241 Compressed Workweek Arrangement, the employee will work four
242 (4) days and receive one (1) regularly scheduled day off in each
243 workweek.

244 An employee who is in a 35-hour per week position and who is
245 placed on a 4&1 Compressed Workweek Arrangement will work
246 four 8.75 days per workweek.

247 An employee who is in a 37.5-hour per week position and who is
248 placed on a 4&1 Compressed Workweek Arrangement will work
249 four 9.38-hour days per workweek.

250 An employee who is in a 40-hour per week position and who is
251 placed on a 4&1 Compressed Workweek Arrangement will work
252 four 10-hour days per workweek.

253 ii. 9&1 Compressed Workweek Arrangement: In a 9&1
254 Compressed Workweek Arrangement, the employee will work
255 nine (9) days and receive one (1) regularly scheduled day off in
256 every two consecutive workweeks. A 9&1 Compressed Workweek
257 Arrangement must correlate with an employee's pay period as
258 defined in the Definitions section above. A 9&1 Compressed
259 Workweek Arrangement is not available to overtime-eligible
260 employees.

261 NL employees: NL employees have a minimum average workweek
262 of 37.5 hours. Accordingly, an NL employee who is placed on a
263 9&1 Compressed Workweek Arrangement will work nine days of
264 at least 8.33 hours per two consecutive workweeks.

265 N4 employees: N4 employees are required to work a minimum of
266 40 hours per workweek because their primary function is to
267 directly supervise non-exempt, 40-hour, fixed workweek
268 employees. Accordingly, an N4 employee who is placed on a 9&1
269 Compressed Workweek arrangement will work nine 8.9- hour days
270 per two consecutive workweeks.

271 **B. Flexible Work Arrangements for Part Time Employees**

272 Compressed Workweek and Flex Workday Arrangements can be implemented for part-
273 time employees by following the same guidelines set forth in section A above, prorated
274 according to the employee's part-time percentage.

275 **C. Holidays and other Paid Leave Days**

- 276 1. The value of a holiday or paid leave day is equal to 1/5 of the employee's
277 regular workweek.
- 278 2. If a holiday falls, or paid leave day is taken, on an employee's regularly
279 scheduled day of work, the employee shall receive the day off. If due to the
280 Compressed Workweek Arrangement the length of the employee's workday is
281 greater than the value of the holiday or paid leave day, the difference must be
282 charged to another form of time or to leave without pay.
- 283 3. If a holiday falls on an employee's regularly scheduled day off, the employee
284 shall receive an alternate day off within the same workweek. If due to the
285 Compressed Workweek Arrangement the length of the employee's workday is
286 greater than the value of the holiday, the difference must be charged to another
287 form of time or to leave without pay.
- 288 4. If an employee is directed to work on a holiday, the employee shall receive pay
289 for the holiday. Additionally, if non-exempt, the employee shall receive time-and-
290 one-half premium pay for all hours worked on such holiday.
- 291 5. Current University policies for recording holiday time remain applicable.

292 **IV. Process**

- 293 Approval of flexible work arrangements must follow the established processes as set forth by the
294 University.
- 295
- 296 If an employee's request for a flexible work arrangement is denied, a written explanation shall be
297 provided to the employee along with the notice of denial. The Department Needs Assessment
298 and Team Agreement may serve as the written explanation.
- 299
- 300 If a flexible work arrangement request cannot be supported given the results of the Department
301 Needs Assessment and Teams Agreement, an employee may still submit the request into the
302 Flexwork@RU System. The employee must attest to understanding the department operational
303 needs, wants to submit a request based on specific circumstances, and provides supporting
304 details for the request in the Flexwork@RU System. Department Heads will need to review the
305 application and make a determination if the flexible work arrangement can be supported based
306 on the additional details provided by the employee.
- 307
- 308 Any requests for a reasonable accommodation must be submitted to the Office of Employment
309 Equity in University Human Resources.
- 310
- 311 A University Flexible Work Agreement may be discontinued by either the employee or the
312 department upon written notice via email or some other method. Departments should give a
313 minimum of fourteen (14) calendar days' notice of discontinuance unless extenuating
314 circumstances make such notice impracticable. The employee should give as much notice as is
315 reasonably necessary to facilitate resumed reporting to the work location.

January 30, 2024

316 V. This Article supersedes and replaces any current and existing articles in the signatories'
317 collective negotiations agreements related to flexible work arrangements (if any), including but
318 not limited to flexible work schedules and remote work.

319 **VI. Dispute Resolution**

320 Grievances alleging a violation of a University or Department's substantive determination under
321 this Article shall be concluded at the step of the grievance procedure with the Office of
322 University Labor Relations as set forth in the applicable collective negotiations agreement and
323 shall not be eligible for arbitration. If a grievance alleging a violation of the definitions or
324 processes of this Article proceeds to arbitration, an arbitrator's remedial authority is limited to
325 directing the University to comply with this Article's definitions and processes.

326

327

328

329 Agree:

330 
331 _____

332 Harry Agnostak

333

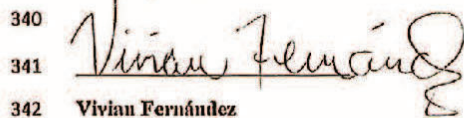
334 Date: 2-7-24

335 
336 _____

337 Julie Cartegna-Jones

338

339 Date: 2/7/24

340 
341 _____

342 Vivian Fernández

343

344 Date: 2-21-24

345

Agree:



AAUP-AFT-EOF

Date: 02/04/2024



CWA 1031

Date: 02/01/2024



HPAAE 5089

Date: 01/30/2024

January 30, 2024

346 

347 Abbe Kanan


By: Abbe Kanan (PA 1, 20110301 1110)

HPAE 5094

348

349 Date: 2/20/24

Date: 02/04/2024

350

351 


By: Jeff Maschil (PA 1, 20110301 1110)

352 Jeff Maschil

HPAE 5094

353

354 Date:

Date: 02/04/2024

355

356 


By: Chris Zigre (PA 1, 20110301 1110)

357 Chris Zigre

URA-AFT

358

359 Date: 2/21/24

Date: 01/30/2024

360

361 
362 David A. Cohen

363

364 Date: 2/7/24

Side Letter 1 – Layoff Rights

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America 1030
St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Layoff Rights

Dear Ms. Buckley:

As agreed, effective January 1, 1998 the University will allow individuals in this bargaining unit to bump into titles with the nomenclature “Assistant Supervisor” when appropriate and when the individuals are qualified. This agreement will not apply to the Physical Plant Staff.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 2 – Notice of Failed Probation

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America 1030
St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Notice of Failed Probation

Dear Ms. Buckley:

As agreed, please be advised that the University agrees that when members of this bargaining unit exercise a bump and are subject to a probationary period in their new positions, this probationary period will be automatically extended by thirty (30) calendar days if they are told that they failed probation without some form of prior notice of deficient performance.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 3 – Layoff Notice

June 1, 2003

Lynn Buckley, CWA Representative
Communications Workers of America 1030
St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Layoff Notice

Dear Ms. Buckley:

The University agrees to meet with the CWA at least one week, except in the case of an emergency, in advance of any notice of layoff of CWA personnel greater than five on a single campus. The purpose of the meeting is to discuss pending layoff situations. At that meeting, the Union is free to set forth its position on the pending layoff.

Abdel Kanan
Manager of Labor Relations

Lynn Buckley, CWA Representative
Communications Workers of America

Side Letter 4 – Hiring and Promotional Opportunities

November 6, 2006

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Hiring and Promotional Opportunities

Dear Ms. Buckley:

The University is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include consideration of work performance, time and attendance and demonstrated attributes consistent with the University's Code of Ethics and Conduct.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq. Director
of Labor Relations

Communications Workers of America

Side Letter 5 – Parking

December 4, 2018

Lynn Buckley, CWA Representative
Communications Workers of America
1030 St. Georges Avenue
Suite 304
Avenel, NJ 07001

RE: Parking at Rutgers University

Dear Ms. Buckley:

Notwithstanding the successful execution of a collective negotiations agreement for the period 2018-2022, either party reserves the right to re-institute negotiations regarding fees and other terms and conditions related to parking of the University.

Very truly yours,

Abdel Kanan, Esq. Director
of Labor Relations

Communications Workers of America

CWA Supervisory Title Listing

This list is for informational purposes only

JOB TITLE	GRADE
ACLS/PALS TRAINING COOR	27
ADMIN ANAL I	29
ADMIN ANAL II	26
ADMIN COOR I	21
ADMITTING SUPERVISOR	20
ASST REGISTRAR DATA MGMT	27
ASST REGISTRAR SHRP/SN	24
ASST SUPVR GENERAL STORES	16
ASST SUPVR VIVARIUM	18
BILLING OFFICE SUPVR	21
BIOMEDICAL SERVICE SUPVR	29
BLOOD BANK/TRANSFUSN SAFTY OFF	25
CAMPUS SAFETY OFFICER	29
CHIEF ANESTHESIA TECHN	21
CHIEF ANIMAL CARETAKER	16
CHIEF NEUROPHYSIO TECHNOLOGT	27
CHIEF NUCLEAR MEDICAL TECH	31
CHIEF PHYSICIAN ASSISTANT	31
CHIEF RADIATION THER	34
CHIEF RESPIRATORY THERAPIST	28
CHIEF SERIALS DEPT	24
CHIEF TECHNOL RADIOLOGY	29
CHIEF TECHNOL ANOTOMIC PATH	28
CHIEF TECHNOLOGIST PATH NWK	27
CHIEF TECHNOLOGT OPHTHALMOLOGY	25
CHIEF TECHNOLOGT	27
CHIEF ULTRASONOGRAPHER	24
CHIEF ULTRASONOGRAPHER	27
CHIEF VASCULAR TECH	26
CLIN COOR	30
CLIN DOC & CODG INTEGRITY SUPV	31
CLINICAL NURSE COOR	29
CLINICIAN SUPERVISOR	30
COOR ADMITTING SERVICES	22
COOR CLINICAL BILLING	17
COOR DATA SYSTEMS	29

COOR LOGISTICAL SVCS	20
COOR MEDIA RESOURCES	28
COOR MEDICAL RECORDS	20
COOR PATIENTS ACCTS COLLECTIONS	21
COORDINATOR SHIPPING & RECEIVING	24
COORDINATOR STERILIZATION	19
DATA ENTRY SUPVR	17
FINANCIAL AID SUPVR	24
FINANCIAL ASST ADVISOR SUPV	21
FLEET SUPERVISOR	25
FOOD SERVICE SUPVR	18
HLTH EDUCATOR I	25
IST ANAL I	30
IST SUPVR I	24
IST SUPVR II	21
LAB ANIMAL TECHNOLOGT	18
LAB SUPVR	24
LEAD CLINICAL AUDIOLOGIST	31
LEAD NUTRITIONIST	27
LEAD OR SUPPLY ROOM	16
LEAD TECHNOLOGIST RADIOLOGY	26
LEAD THERAPIST (PM&R)	31
MGMNT ASST	20
MORGUE SUPERVISOR	21
NUTRITION SERVICES SUPVR	20
OFFICE MGR	19
OFFICE SUPVR	17
OPERATIONS COOR	25
PATIENT TRANSPORT SVC SUPVR	18
PENSION SUPVR	23
PLANNER SCHED	21
PRACTICE SUPERVISOR	22
PRIN ACCOUNTANT	25
PRIN MGMNT ASST	24
PRIN RES ASSOCIATE	32
PROCUREMENT SUPVR	22
PRODUCTION SUPVR	21
PROG COOR	23
PROG COOR	25
PROG COOR	26
PROG COOR	27

PROG COOR TAC	28
PROG DEV SPEC I	26
PROG DIR FITNESS CENTER	24
PROG SUPVR	24
PROG SUPVR GENETICS	28
PROJ COOR	27
PROJ LEADER	31
PUBLIC HEALTH REP I	24
PUBLICATIONS EDITOR	25
PURCHASING COOR	26
RES TEACHING SPEC I	28
RESP THERPY CLIN SUPVR	28
SEC HD NUCLEAR MED	25
SEC HD OPHTHALMOLOGY	28
SEC HD PATHOLOGY	24
SEC HD RADIOLOGY	28
SEC HD SPEC HEMOSTASIS LAB	24
SECTION CHIEF	24
SHIFT SUPVR PATHOLOGY	24
SOCIAL WORK COOR	25
SPECIAL PROJECTS COOR	23
SR COOR BUDGET SVCS	28
SR LEAD GROUNDSKEEPER	19
SR MGMNT ASST	22
SR WRITER/ASST SR EDITOR	27
STAFFING COORD NURSING	21
STOREKEEPER I	18
STUDENT LOAN SUPVR	22
SUPERVISOR VOICE SYSTEM DESIGN	30
SUPVG ACCOUNTANT	27
SUPVG AP TECH	17
SUPVG BUDGET ANALYST	26
SUPVG CATALOGER	24
SUPVG CLINICAL COOR-LIVER TPLT	32
SUPVG HABILITATION COUNSLR	25
SUPVG LAB ENGINEER	27
SUPVG LAB TECHNOLOGIST	26
SUPVG LPN	21
SUPVG MEDICAL SVCS ASST	17
SUPVG MNTL HLTH SPEC UBHC	21
SUPVG PROG ASST I	21

SUPVG PROG ASST II	20
SUPVG STAFF ASST	21
SUPVR ACESS AREA PHLEB TEAM	25
SUPVR ADDICTION SERVICES	22
SUPVR AMBULATORY SERVICES	21
SUPVR ANATOMY STUDY LAB	24
SUPVR ACCOUNTS PAYABLE	22
SUPVR CENTRAL ACCESS	22
SUPVR CENTRAL SVC	19
SUPVR CLIN BILLING	20
SUPVR CLINIC SERVICES	19
SUPVR COMPUTER OPER	25
SUPVR CYTOPATHOLOGY	27
SUPVR DATA CENTER PROD	27
SUPVR DATA CONTROL	21
SUPVR DISPENSARY	17
SUPVR DISTRIBUTION	18
SUPVR DNTL LAB SERVICES	28
SUPVR ENVIRONMENTAL SVCS	19
SUPVR EXPANDED DUTY	17
SUPVR GENERAL STORES	20
SUPVR HOSP APPLIC ANALYST	32
SUPVR LOGISTICAL SVCS	20
SUPVR MAIL SVCS	19
SUPVR MAINT & CONSTR	24
SUPVR MEDICAL RECORDS	18
SUPVR MICROFILMING SVCS	17
SUPVR NURSING PAYROLL	22
SUPVR PATIENT ACCOUNTS	20
SUPVR PATIENT COLLECTION ACCOUNTS	21
SUPVR PATIENT PAYMENT ACCOUNTS	21
SUPVR PATIENT SERVICES	18
SUPVR PHARMACY	35
SUPVR PHARMACY UBHC	34
SUPVR PHYS & ANCIL BILL& COLL	21
SUPVR PMIS	31
SUPVR POWER PLANT	27
SUPVR PRINTING & DUPLICATG SVCS	23
SUPVR PRINTING OPERATOR I	22
SUPVR QUAL CONTL & AUDIT	21
SUPVR REGISTRATION	20

SUPVR RESEARCH ANIMAL FACILITY	21
SUPVR RETAIL SERVICES	18
SUPVR SHIPPING/RECEIVING	17
SUPVR SPECIAL ED SVCS	30
SUPVR TRAUMA REGISTRY	30
SUPVR UTILITIES	27
SUPVR VASCULAR LAB	27
TEAM SUPERVISOR	17
UNIV FIRE SAFETY COOR	30
UNIVERSITY ENVIRONMNTL COOR	30
USER SUPPORT SPEC I	30

Side Letter 6

Kristen Affrime, CWA Representative
Communications Workers of America
120 S. Warren St.
Trenton, NJ 08608

Re: Telework and Healthcare Benefits

Dear Ms. Affrime,

This correspondence confirms that issues related to Telework and Healthcare Benefits continue to be the subject of negotiations at a joint table with the Coalition of Rutgers Units as of the date of ratification of this Agreement.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor
Relations

Communications Workers of America

Side Letter 7

Kristin Affrime, CWA Representative
Communications Workers of America
120 S. Warren St.
Trenton, NJ 08608

Re: Lee- McLeod, et al. v. Rutgers, the State University of New Jersey, Docket
No. ESX-L-5193-21

Dear Ms. Affrime,

The respective rights and defenses of Plaintiffs and Rutgers in the ongoing litigation captioned Lee- McLeod, et al. v. Rutgers, the State University of New Jersey, Docket No. ESX-L-5193-21 (the “Litigation”) are expressly preserved. Unless expressly released, both Rutgers and Plaintiffs reserve their respective rights, including but not limited to the right to pursue any legal remedies and the right to defend against any and all claims in the Litigation or otherwise.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor
Relations

Communications Workers of America

