

MEMORANDUM OF AGREEMENT

Rutgers, The State University of New Jersey ("Rutgers") and the Union of Rutgers Administrators-American Federation of Teachers (the "URA-AFT") agree to the following:

- A. The URA-AFT will withdraw its unfair practice charge (Docket # CO-2016-<sup>147</sup>~~273~~) with prejudice. *GR 1/26/17*  
*FGH 1/26/17*
- B. The URA-AFT will withdraw its Information Request dated September 13, 2016 regarding Time Reporting.
- C. Rutgers makes no admission of liability by entering into this Agreement.

D. WORK HOURS

Pursuant to Article 4 of the Collective Negotiations Agreement between Rutgers and the Union, alternate work schedules are provided as a potential option to take educational courses and not for any other reason. To the extent that employees in Rutgers Institutional Planning and Operations (the "Department"), who are not exempt from overtime, request in writing an alternate work day arrangement for reasons other than to take an educational course, such requests will be considered on a case-by-case basis by the supervisor, in the supervisor's sole discretion. The supervisor will provide a response in writing to the employee's written request for an alternate arrangement.

E. TIME REPORTING

1) Non-Exempt (NE) Staff

There is an expectation that employees who are not exempt from overtime must report to work on time and punch in at their scheduled start time.

The computerized time system will round all punches to the nearest tenth of an hour (a 6-minute interval). Employees who punch in seven (7) minutes or more before their scheduled start time or punch out seven (7) minutes or more after their scheduled end time may generate unauthorized overtime or not satisfy their standard workweek hours (35, 37.5 or 40). Employees who do not satisfy their standard workweek hours may have their pay reduced accordingly. Supervisors should notify Employee Services if an employee has not worked their standard workweek hours during any week. Additionally, unauthorized overtime, consistently punching in late even within the rounding period and/or not

satisfying the standard workweek may result in the imposition of discipline pursuant to Article 19 of the Collective Negotiations Agreement between Rutgers and the Union. Unauthorized additional time worked will be paid even though the employee may still be subject to discipline.

If an employee forgets to punch in or out, or is in a remote location without access to a time clock, he or she must immediately notify his or her supervisor of the missed punch via phone or e-mail. That employee should not then attempt to punch in or out in that instance. The supervisor or the department's time management system administrator will correct the employee's record to reflect the correct hours worked. The procedure described does not preclude the supervisor from taking disciplinary action if and when it is determined necessary. Discipline could potentially result, for example, if the missed punch was intentional and/or the employee repeatedly does not punch in or out.

2) Exempt (NL) Staff

URA-AFT unit employees in the Department who are classified as exempt from overtime pay are not required to punch both in at the beginning of their scheduled shift and out at the end of their scheduled shift. However, for Absence Reporting, these employees still are required to punch in once during a day in which they work (preferably at or near the beginning of their scheduled shift) in order to document that they are actively working and present in the workplace on that day.

F. OVERTIME AUTHORIZATION

The parties acknowledge that when overtime for employees in the Department who are classified as non-exempt is pre-planned, notification is provided to eligible employees in advance of the assignment. URA-AFT unit employees in the Department who are classified as non-exempt who have not already been authorized for overtime, and who, during the course of their work shift face the possibility of working overtime near the end of a shift or who must work emergency overtime, must follow the following guidelines:

1) Near the end of shift

With respect to the anticipated need for overtime near the end of a shift, the employee must obtain approval from his/her supervisor via phone or e-mail. If the employee's supervisor cannot be reached via phone or e-mail, he or she must contact his/her supervisor's supervisor for approval. If the employee does not obtain approval to work overtime and the circumstances do not constitute an

"Unanticipated Emergency" as defined in F.2, he/she must not work past his/her regularly scheduled shift.

2) Unanticipated Emergencies

With respect to an "Unanticipated Emergency," the employee must attempt to obtain approval from his/her supervisor via phone or e-mail, and, if his/her supervisor cannot be reached via phone or e-mail, the employee should contact his/her supervisor's supervisor for approval. If the emergent circumstance precludes an employee from obtaining approval from either his/her supervisor or his/her supervisor's supervisor, the employee must notify his/her supervisor via phone or e-mail as soon as the Unanticipated Emergency has been resolved.

For purposes of this Agreement, an Unanticipated Emergency that would necessitate overtime that has not been pre-authorized is defined as a situation that would pose a health, safety, or security risk to University property or individuals.

G. TRAINING

The Department acknowledges that certain URA-AFT unit employees may desire additional training or assistance on the computerized time keeping system being used by the Department. URA-AFT unit employees in the Department may attend training sessions that the University, in its sole discretion, may offer from time-to-time, on the computerized time system being used by the Department, or they may request more immediate assistance by contacting the Assistant Director, Michael Fitzgerald.

Supervisors will be informed that they must keep accurate records of employees' actual time worked (including, but not limited to, any alternate arrangement approved pursuant to section D), which may require correcting default settings of the computerized time management system.


H. INFORMATION EXCHANGE

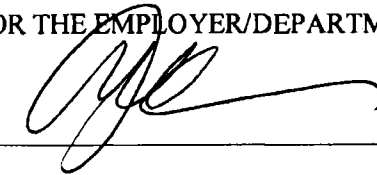
The University agrees to provide a listing of the default meal break for each URA-AFT unit employees in the Department as of the date of this agreement.


I. The Parties agree that the provisions of this Agreement shall not preclude any rights under the Collective Negotiations Agreement between the Parties.

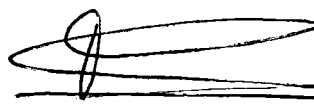
FOR THE UNION

FOR THE EMPLOYER/DEPARTMENT

 1/9/16  
Donna Lapinski Date

 1/12/17  
Date

 1/4/16  
Greg Rusciano Date

 1/13/17  
Date