



UNION OF RUTGERS ADMINISTRATORS

AMERICAN FEDERATION OF TEACHERS · LOCAL 1766 · AFL-CIO

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MEMORANDUM

From: URA-AFT Bargaining Team:

- Barry Bailey, IPO Facilities Grounds, Cook-Douglass Campus *
- Charles Basden, Graduate School of Education, College Ave. Campus
- Diana Byrd, School of Business, Camden Campus
- Leigh-Anne Cobb, Rutgers Business School, Livingston Campus
- Ryan Csordas, SAS - EOF, Livingston Campus *
- Alex DelCollo, SEBS - Cooperative Extension of Salem County, Off-Campus *
- Joshua Eaise, NJ STEP - Sch. of Criminal Justice, Newark Campus
- Justin Esperon, Dining Services, Busch Campus
- Isaac Jiménez, SAS - Newark, Newark Campus
- Mary Ellen Maguire, SAS – PALS, Livingston Campus
- Mikaela Maria, Camden School of Nursing, Camden Campus
- Ira Mintz, Esq., Union Attorney *
- Jo Nagle, School of Law, Newark Campus
- Barbara Nowakowski, SAS – DLS, Busch Campus
- Christine O'Connell, URA-AFT President
- Jack Ouligian, Student Affairs, Douglass Campus
- Greg Rusciano Marti, URA-AFT Director *
- Ali Sperling, SAS – Writing Program, College Ave. Campus *

* Indicates non-voting or support role

To: URA-AFT Elections Committee

Date: July 10, 2023

Re: Union Ratification Vote, 2022-2026 Contract

Attached with this memo, please find the following, which altogether shall serve as the tentative agreement and which shall be presented to the general membership for a ratification vote consistent with the charge to your committee by the URA-AFT Executive Board and the URA-AFT Constitution:

- Memorandum of Agreement (MOA) between Rutgers University's Negotiations Team and the URA-AFT Negotiations Team which includes:
 - An agreement to continue negotiating over Article 15 (Health Insurance), Article 59 (Telecommuting), and any new article on alternate work or flex work arrangements through ongoing negotiations between Rutgers University and the Coalition of Rutgers Unions (CRU).
 - All tentatively-agreed-upon contract provisions. Tracked changes indicate comparisons to the 2018-2022 Collective Agreement between Rutgers University and URA-AFT.
- The agreed-upon Joint MOA between Rutgers University and CRU regarding Health and Safety

MEMORANDUM OF AGREEMENT

Agreement made this 6th day of July 2023 by and between the URA-AFT Local 1766 (“URA-AFT”) and Rutgers, The State University of New Jersey (“Rutgers”);

WHEREAS, URA-AFT and Rutgers are parties to a collective negotiations agreement covering the period July 1, 2018 to June 30, 2022 (“2018-2022 CNA”); and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract for the period of July 1, 2022 to June 30, 2026; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract for the period of July 1, 2022 to June 30, 2026, subject to ratification by URA-AFT membership and approval by Rutgers; and

WHEREAS, the negotiating committees for URA-AFT and Rutgers agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth herein the parties agree to the following.

This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. All other articles from the 2018-2022 CNA not changed by this MOA shall remain unchanged in the 2022-2026 collective negotiations agreement. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon.

This Agreement is subject to ratification by the members of the URA-AFT negotiations unit employed by Rutgers.

FOR URA-AFT LOCAL 1766

CHRISTINE O'CONNELL
PRESIDENT, URA-AFT

GREGORY RUSCIANO MARTI
DIRECTOR, URA-AFT

FOR RUTGERS UNIVERSITY

HARRY M. AGNOSTAK, J.D.
A.V.P., LABOR RELATIONS

JEFFREY MASCHI
DIRECTOR, LABOR RELATIONS

JULIE CARTEGNA-JONES
SR. LABOR RELATIONS SPECIALIST

CHRISTOPHER ZIGRE
LABOR RELATIONS SPECIALIST

Article 15 (Health Benefits), Article 59 (Telecommuting), and New Article regarding Alternative Work Arrangements are pending discussions at the Coalition of Rutgers Unions ("CRU") negotiations table. Upon agreement on final language between the CRU and the University, the parties shall incorporate agreed upon language into the final version(s) of Articles 15, 59, and/or any new Article.

The Union agrees to the University's counter proposal regarding Article 60 – Temporary and Casual Employees dated July 6, 2023 at 9:45 pm, and the parties agree that UHR shall provide notice of the end date of temporary appointments and any extensions either through Article 47, Section B of some other method agreed to by the parties should that means not be operationally feasible.

Article 3 – Administrative Leave

Full time employees shall be granted three (3) days administrative leave at the beginning of each fiscal year. Employees hired after the beginning of the fiscal year shall be granted a one-half day (1/2) administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three (3) days.

Employees appointed on a ten-month basis shall be granted administrative leave on the same basis, except the maximum ~~will~~ **shall** be two and one-half (**2 ½**) days (~~2 ½~~) per year.

If an employee is notified that their appointment is going to be converted from a twelve-month to a ten-month appointment, the employee shall not have the maximum reduced to two and one-half (2 ½) days during the fiscal year in which the employee receives the notification.

If an employee is notified that their appointment is going to be converted from a ten-month to a twelve-month appointment, the employee shall receive an additional one-half (1/2) day, for a maximum of three (3) days for the fiscal year in which the employee receives the notification and also the following fiscal year in cases where the notice is provided less than 45 days before the start of the following fiscal year.

Administrative leave for part time employees shall be prorated in accordance with the length of their work week.

Administrative leave shall be granted by Rutgers University upon request of the employee and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved. Requests for such leave shall not be unreasonably denied.

Administrative leave may be used for personal business, including emergencies and religious observances. Administrative leave may be taken in conjunction with other types of paid leave. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies and (2) religious **or cultural** holidays or other personal matters. If there is still a conflict, the matter ~~will~~ **shall** be resolved on the basis of seniority within the work unit. In the case of an emergency, where advance notice and approval are not possible, requests for administrative leave for emergencies shall not be unreasonably denied.

Administrative leave must be scheduled in minimum units of one (1) hour. Such leave shall not be cumulative. Unused balances in any year shall be cancelled. An employee who leaves employment shall not be required to reimburse Rutgers for earned days already used.

Article 6 – Bereavement Leave

An employee who is absent from work due or 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. 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. All bereavement leave must be utilized within ~~90~~ **120** calendar days from 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.

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

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Article 8 – Call Back Pay

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Any overtime eligible **(non-exempt)** employee who is directed to return to work ~~after he/she~~ **at their assigned work location (as defined in University Policy 60.3.22 dated 09/01/2022 after they** ~~has~~ **have** completed his/her **their** regularly scheduled work day and ~~has~~ **have** left his/her ~~their place of work~~ **assigned work location** shall be guaranteed a minimum of three (3) hours of work or compensation in lieu thereof. Such employees shall be required to work all hours, in addition to the three (3) hour minimum guarantee, which are required by ~~his/her~~ **their** supervisors.

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Any overtime ineligible **(exempt)** employee who is directed to return to work ~~after he/she~~ **at their assigned work location (as defined in University Policy 60.3.22 dated 09/01/2022 after they** ~~has~~ **have** completed his/her **their** regularly scheduled work day and ~~has~~ **have** left his/her ~~their place of work~~ **assigned work location** shall be guaranteed a minimum of **three (3) hours** ~~one (1) hour~~ of compensatory time. Such employees shall be required to work all hours, in addition to the **three (3) hour** ~~one (1) hour~~ minimum guarantee, which are required by their supervisors and shall be compensated with compensatory time for all such time worked.

Article 16 – Holidays and Personal Holidays

The ~~regular~~ **regularly-scheduled** paid holidays observed by Rutgers are: New Year's Day, Dr. Martin Luther King's Jr. ~~Day Birthday~~, Memorial Day, **Juneteenth National Independence Day (to be observed annually on the third Friday of June)**, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday ~~will~~ **shall** be observed in lieu of the holiday.

In addition, Rutgers shall **schedule and** observe as holidays either one (1) full holiday or two (2) half holidays during the year-end holiday season, and three (3) other holidays to be annually determined by Rutgers.

In addition, after six (6) months of employment, employees ~~shall will~~ be granted two (2) personal holidays. The rules for use of individually selected personal holidays ~~shall will~~ be governed by those applicable to administrative leave as provided in Article 3 of this Agreement.

An overtime non-exempt employee, whose regularly scheduled day off falls on a University holiday, may request a particular day off in that workweek as an alternate day off. If the request can be granted without interfering with the needs of the department, it ~~will~~ **shall** be granted. If the department determines that its needs do not permit granting that day, the department may assign another day during that workweek as the alternate day off. If the employee is not given an alternate day off during that workweek the University holiday counts as compensable hours toward overtime.

Employees who are eligible to receive premium compensation for overtime hours worked and who are authorized to work on an observed University holiday ~~shall will~~, in addition to ~~his/her~~ **their** regular pay for the day, earn compensation at time and one half the employee's regular rate for all hours worked as Holiday Premium pay.

When an overtime exempt employee is required to work on an observed holiday, that employee shall be granted an alternate day off at the mutual convenience of the supervisor and the employee, with the understanding that the employee's choice for the day off ~~shall will~~ not be unreasonably denied. However, employees who have been informed that, by virtue of their assigned job duties, they are hired to work holidays ~~will~~ **shall** not be eligible for such alternate days off.

Holidays ~~shall will~~ be appropriately prorated for an employee who is on a "reduced schedule" leave under the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.

Staff members who wish to observe religious **or cultural** holidays, **or Election Day**, 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.**

41 Members of the bargaining unit who are assigned to county offices which follow a
42 holiday schedule different from that set forth in the Agreement, shall follow the holiday
43 schedule established in their respective county of assignment except that no such member
44 shall receive less than ~~14~~ **fifteen (15)** holidays **(combined scheduled and personal paid**
45 **holidays)**. Employees who are assigned to counties which schedule less than ~~14~~ **thirteen**
46 **(13) paid** holidays shall receive ~~an extra~~ **additional** personal **paid** holiday(s) **in order to**
47 **ensure they receive fifteen (15) combined paid holidays. The additional days must** ~~to~~
48 be scheduled within the same fiscal year at the mutual convenience of the bargaining unit
49 member and ~~his/her~~ **their** supervisor. **In addition, employees who are assigned to**
50 **county offices which schedule more than thirteen (13) holidays shall be charged up**
51 **to their two (2) personal holidays for the difference.**

Article 17 – Job Openings

All vacancies for positions within the URA-AFT, including newly created positions within the URA-AFT, will be posted through the University’s applicant tracking system and displayed on the University Human Resources website except in cases of a reclassification of a ~~current~~ **an encumbered** URA-AFT employee **position. URA-AFT job postings shall include the classification title, be posted under the job category of “URA-AFT Administrative”, and may include unique recruitment identifiers. These recruitment identifiers will be displayed in parenthesis next to the classification title in the job posting.**

For the first five (5) business days from the date of posting, hiring departments will only be able to review URA-AFT internal candidates for vacant and newly created positions which are included in this collective negotiations unit. No external candidates will be ~~considered~~ **interviewed** for said vacancies or newly created positions until ~~the resumes of~~ URA-AFT internal candidates who have applied during the five (5) business day period, **and meet the requisite qualifications**, have been **considered** reviewed by the hiring department.

The hiring department shall be required to interview at least two (2) URA-AFT internal candidates who have applied during the five (5) business day period and meet the requisite qualifications as determined by University Human Resources. If there are more than two (2) URA-AFT internal candidates who meet the requisite qualifications, the candidates to be interviewed shall be determined by seniority. If there are less than two (2) URA-AFT candidates who meet the requisite qualification, the candidate who has met the requisite qualifications shall be interviewed.

Candidate selection for all positions will be at the sole and exclusive discretion of the hiring department and shall be based upon the specified criteria for the position. When multiple URA-AFT internal finalist applicants are equally qualified, and the hiring department is selecting one of said internal finalist applicants for the vacant or newly created position referenced above, the most senior internal finalist applicant shall be awarded the position.

When a URA-AFT applicant is not the successful candidate for a position, the applicant shall receive timely notice of same through the applicant tracking system.

Article 19 – Just Cause/Discipline

No employee shall be discharged, suspended, disciplined or receive a deficiency downgrade except for just cause.

The parties to this Agreement affirm the concept of progressive discipline. If prior discipline is considered in subsequent disciplinary actions, such prior discipline must be referenced in the new notice of discipline **with the corresponding date(s). Failure to provide the corresponding date(s) in a new notice of discipline shall not serve as a basis to rescind or reduce the discipline imposed or to nullify the notice of discipline.** Prior discipline that has been deemed to be removed from an employee's record may not be used in determining the level of discipline issued in subsequent disciplinary actions.

The sole and exclusive remedy for employees receiving written disciplinary action shall be to file a grievance in accordance with the Grievance Procedure set forth in this Agreement.

A verbal warning shall be specifically stated as a warning at the time it is issued. Written reprimands, letters of suspension, letters of demotion, letters of termination and letters of deficiency downgrade given to an employee ~~will~~**shall** contain the reasons for such action. All such notices shall **either be delivered in person,** sent by registered mail or ~~emailed-delivered in person to the employee with a copy.~~ **A copy of any such notice shall also be** sent to the URA-AFT email address provided by the URA-AFT.

Absent exigent circumstances, Rutgers shall provide advance written notice to both an employee and the union of a scheduled pre-termination conference by no later than noon of the preceding business day. All such notices shall be either delivered in person, sent by registered mail, or emailed to the employee and the union. Absent exigent circumstances, the union shall not request a postponement of a properly noticed pre-termination conference. The sole and exclusive remedy for failure to provide such notice to the union is to reschedule the pre-termination conference for a time within the next business day that the subject employee is scheduled to work.

An employee shall, upon request, be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believes could result in disciplinary action. **During any such investigatory meeting, a union representative may assist the employee.**

Article 23 – Meal Allowance

Effective July 1, ~~2023~~ 2018, employees, other than those working in the Division of Dining Services, who are required to work for more than twelve (12) consecutive hours are entitled to one meal allowance of \$~~10.00~~ 9.00.

Effective July 1, 2025, employees, other than those working in the Division of Dining Services, who are required to work for more than twelve (12) consecutive hours are entitled to one meal allowance of \$11.00.

The above does not apply in those situations when the employee is provided with a meal or is provided a meal voucher.

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2 **Article 27 – Non-Hostile Work Environment**
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4 The university and the union agree that the working environment shall be characterized by mutual respect
5 for the common dignity to which all individuals are entitled. It is therefore agreed that ~~verbal-oral,~~
6 **physical or written** harassment of an employee or a supervisor is inappropriate and unacceptable.
7

8 Any claims of a violation of this provision by employees covered by this agreement shall be the subject of
9 a **Labor Management Conference** ~~labor management conference~~. A full and fair investigation into any
10 alleged violations of this provision shall be the sole and exclusive duty of the university.
11

12 The Labor Management Conference shall be presided over by the Office of **University** Labor Relations
13 and attended by the employee **who made the claim(s)**, a representative or representatives of the union,
14 and a representative **or representatives** of the department associated with the alleged violation. Any
15 mutual agreements reached at a Labor Management Conference at which representatives of the Office of
16 **University** Labor Relations are present will be reduced to writing within fourteen (14) days. Such
17 agreement shall be **enforceable and** binding on the parties to the agreement.
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19 Should a particular supervisor **or employee** be the subject of more than one allegation under this Article
20 and should the parties at a Labor Management Conference (see Article 20) agree that responsive action
21 by the University is warranted to address a claimed violation of this Article in more than one such
22 instance, then repeated or continuing behavior by the same supervisor **or employee** may be grieved
23 pursuant to Article 14.
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25 The parties also acknowledge that the University Policy Prohibiting Harassment (University Policy Library
26 Section 60.1.12) prohibits harassment based on certain enumerated protected categories. Employees
27 may use the Harassment Complaint Process to report and remedy complaints covered by the Policy
28 Prohibiting Harassment.

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2 **Article 28 – Overtime/Compensatory Time Benefits**

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4 Thirty Five (35) Hour, Thirty Seven and One Half Hour (37.5), Forty (40) Hour Workweek
5 Employees:

6 Employees who are not exempt from overtime, and whose workweek is defined as “thirty five
7 (35)” or “thirty seven and one-half (37.5)” hours, shall receive overtime compensation for all
8 hours worked in excess of thirty seven and one half (37.5) during the workweek, which is, for
9 most departments, 12:01 a.m. Saturday to 12:00 midnight Friday. Such overtime compensation
10 may be either in cash at the rate of time and one-half the regular hourly rate, or in time off at
11 the rate of one and one-half hours (1.5) off from work for each hour worked in excess of thirty
12 seven and one-half (37.5), at the discretion of the employee’s department.

13 Employees who are not exempt from overtime, and whose workweek is defined as “forty (40)
14 hours”, receive overtime compensation for all hours worked in excess of forty (40) during the
15 workweek, which is, for most departments, 12:01 a.m. Saturday to 12:00 midnight Friday. Such
16 overtime compensation may be either in cash at the rate of time and one-half the regular
17 hourly rate, or in time off at the rate of one and one-half hours (1.5) off from work for each
18 hour worked in excess of forty (40), at the discretion of the employee’s department.

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20 **Exempt Employees (“NL” and “N4”)**

21 **Exempt “NL” and “N4” employees may have work schedules which are neither tied to a fixed**
22 **number of hours per day or per week, nor tied to a fixed number of days per week and which**
23 **may vary according to the nature and scope of the employee’s work.** ~~While the standard~~
24 ~~workweek for NL employees varies according to the nature and scope of the employee’s work,~~
25 ~~It is understood that in the course of a fiscal year the number of hours worked by an~~
26 ~~employee and the days on which such work must be performed may also vary to meet seasonal~~
27 ~~needs or specific demands of the position.~~

28 The parties to this Agreement recognize that ~~“NL” and “N4” exempt~~ employees are
29 professionals whose duties vary in content and schedule and sometimes require working more
30 than the **employee’s standard workweek designation.** At the same time, the parties to this
31 agreement acknowledge that there may be occasions where an employee believes that ~~he/she~~
32 **they are** is working an excessive workload. In such cases, ~~the employee shall do the following~~
33 **the following process shall occur:**

- 34 a. The employee shall request a meeting with ~~his/her~~ **their** supervisor, which ~~will~~ **shall** be
35 scheduled within five (5) work-days of the request, to discuss the nature of the
36 employee's work and the time required for the employee's duties. The employee shall
37 present to the supervisor ~~his/her~~ **their** rationale as to why the workload is considered
38 excessive, along with any documentation the employee may wish to present, such as
39 time records.
- 40
- 41 b. In cases where the supervisor concurs that the employee is working an excessive
42 workload, the supervisor will address such a situation through one or more of the
43 following actions:
- 44
- 45 i. Eliminating, reducing or modifying the duties the employee is performing;
- 46 ii. Providing logistical assistance or adding additional personnel on either a
47 temporary or permanent basis;
- 48 iii. Providing compensatory time off to the employee which is to be scheduled on a
49 mutually acceptable basis;
- 50 c. The supervisor will provide ~~his/her~~ **their** determination in writing, with a copy to the
51 ~~employee's personnel file maintained at UHR, union, and to the employee~~ within five
52 (5) work days of the meeting referenced in subsection "a." above.
- 53 d. ~~An employee who~~ **If the employee** is dissatisfied with the **determination** decision of
54 ~~his/her~~ **their** supervisor, **the employee** may elect to meet with the next higher level of
55 supervision **or their designee** to discuss the situation and to seek further relief. **The**
56 **meeting between the employee and the next higher level of supervision or their**
57 **designee shall occur within ten (10) workdays.** Should the matter not be resolved at
58 this level, at the request of the union there shall be a meeting between two (2) URA-AFT
59 representatives and two (2) UHR representatives in an attempt to come to a mutually
60 acceptable resolution. The employee may attend at the discretion of the union. Other
61 administration representatives may attend at the discretion of UHR. Any agreements
62 reached at this meeting shall be reduced to writing. The URA-AFT reserves the right to
63 grieve only where UHR refuses to meet and discuss the employee's complaint **and/or**
64 **where the parties disagree as to whether there is excessive workload or how to**
65 **address it** ~~and to attempt to come to a mutually acceptable resolution.~~ **The decision of**
66 **the Office of University Labor Relations as to whether there is an excessive workload**
67 **or about how to address it shall not be subject to binding arbitration.**

1 **Article 29 – Parking**

2 **A. 1.** The annual motor vehicle registration fee for employees wishing to register their
3 vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of
4 the employee's annual salary for employees earning less than \$25,000.
5 Thereafter, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one
6 percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th
7 of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be
8 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate
9 shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the
10 rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase
11 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion
12 thereof, the new rate to be applied to the entire salary.

13 ~~The fee shall be based on the employee's annual salary at the time of billing.~~

14 **2.** **The fee shall be based on the employee's annual salary in the last pay period**
15 **of the previous Fiscal Year. For employees who commence payment of the**
16 **motor vehicle registration fee after the start of the Fiscal Year, the fee shall**
17 **be determined by the annual salary at the time of sale.**

18 **B. Payroll deductions**

19 **1.** To the extent permitted by law, employees who pay the **annual** motor vehicle
20 registration fee for the use of **surface** campus parking facilities by way of payroll
21 deduction shall be given the option of paying said fee by way of a pretax payroll
22 deduction **from their bi-weekly pay in 26 equal payments. Employees hired**
23 **during the Fiscal Year and employees who register a motor vehicle after the**
24 **beginning of the Fiscal Year, shall pay a motor vehicle registration fee (as**
25 **determined above pursuant to paragraph A. 2) and are responsible only for**
26 **the bi-weekly pay periods remaining in the Fiscal Year. Registration of**
27 **vehicles and corresponding bi-weekly payments shall automatically renew,**
28 **and the University shall provide at least ten business days notice to**
29 **employees of automatic renewal through a general email announcement to**
30 **university employees.**

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

39 **3.** **Separation from Rutgers will automatically terminate bi-weekly deductions**
40 **after the point the notification of termination becomes effective, and the**
41 **employee is no longer receiving regular pay from the university.**

42 **4.** **Employees who do not pay the annual motor vehicle registration fee may**
43 **purchase up to ten (10) daily permits each Fiscal Year at the rate(s)**

44 **established by the Rutgers Department of Transportation.**
45 **Sponsoring departments who have established event parking may register**
46 **employees who are attending or working the event for the event parking.**
47 **5. Section B shall be effective July 1, 2023.**

1 **Article 33 – Probationary Employees**

2 All **negotiations unit** employees shall be considered as probationary employees for the
3 first ninety (90) calendar days of their employment. This probationary period may be
4 extended for no more than an additional ninety (90) calendar days without concurrence
5 of the URA-AFT. **Active Class 1 employees who have completed a probationary**
6 **period prior to entering the negotiations unit shall not be required to serve an**
7 **additional probationary period.**

8
9 **Notifications of probationary period extension shall be provided to the employee**
10 **in writing with a summary of the reason(s) for the extension, and the union shall**
11 **be provided with a copy. Upon receipt of the notice of probationary period**
12 **extension, an employee may request a meeting with the supervisor and/or their**
13 **designee to discuss the extension period and such meeting shall be held within**
14 **ten (10) business days.**

15 Probationary employees may be disciplined or terminated at any time for any reason
16 whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the
17 provisions of the Grievance Procedure.

Article 34 – Professional Development

I. Requests for attendance at professional conferences, workshops, seminars or conventions shall be submitted in writing to the employee's supervisor at least thirty (30) days prior to the event. The request must describe in detail how the professional development is of specific benefit to the employee's position/department, the time required to be away from work, and any costs, **including travel expenses,** involved.

The supervisor will advise the employee of his/her **their** decision **approving or denying attendance at professional conferences, workshops, seminars or conventions** in writing within ~~fifteen (15)~~ **ten (10) business** days of the submission of the request.

Approval of such requests shall be subject to available funds and shall not be unreasonably denied.

If attendance at professional conferences, workshops, seminars, or conventions has been approved and the professional conference, workshop, seminar, or convention is being held at a time that is not during an employee's regular work schedule, the employee may request an alternate work schedule in order to attend. Any such request shall not be unreasonably denied.

If an employee whose regular work schedule is an afternoon or night shift is approved to attend the requested professional development during non-work hours, the employee will be released from his/her **their** scheduled work shift on the date(s) of the event for an amount of time equal to the non-work hours spent at the event, not to exceed the number of hours in the employee's regularly scheduled workday.

An employee will be notified in advance of the costs involved with attendance at professional conferences, workshops, seminars, or conventions that may be eligible for reimbursement. All such reimbursement must be in accordance with University policies and school, division, department, and other applicable guidelines and shall be subject to the availability of departmental or other funds allocated for professional development for which the employee is eligible.

Employees may apply to attend university-sponsored professional conferences, workshops, seminars, or conventions that benefit the employee's position/department. If the sponsor of the university-sponsored professional conference, workshop, seminar, or convention is not the employee's department, the employee will be permitted to apply for reimbursement opportunities made available by the sponsoring

department. The sponsoring department shall have sole and exclusive discretion over all aspects of the application and selection process.

Employees who are not required to attend the Rutgers Defensive Driving course by their department but who want to take the course may request to do so at a time and date that is mutually convenient to the employee and the supervisor. Such a request shall not be unreasonably denied. All costs associated with taking the course for those employees who are not required to attend shall be borne by the employee.

II. With the exception of a valid driver's license, the University agrees to reimburse negotiations unit employees, upon prior written approval by a supervisor authorized to grant such approval, for costs associated with obtaining and maintaining any certification(s) and/or license(s) required by the University or the State of New Jersey for the position in which they are currently employed by the University and which the University has determined is necessary for the performance of the essential functions of the employee's position. This Section II shall not apply to expenses covered by University Policy 40.4.1, which shall continue to govern the reimbursement of expenses as set forth in that Policy.

III. No grievance under this article shall be eligible for arbitration.

Article 35 – Reclassification

Position Classification /Reclassification Definition

The process determines the appropriate classification and grade for new, vacant, and encumbered staff positions through a review of the position's duties and responsibilities. A review will be conducted whenever a new position is created or when the functions of an existing position (either vacant or encumbered) change significantly and either the position holder and/or the department requests a re-evaluation of the position grade. Classification reviews focus **solely** on the contents of the position, not the performance, length of service, or personal qualifications of the employee. Major classification factors considered are:

- Knowledge
 - Education & skills required
 - Determination of technical depth, breadth, and relation skills
- Problem solving
 - Environment – whether routine, standard, or broadly defined
- Accountability
 - Autonomy, freedom to act, impact on organization, authority

When the department initiates a reclassification, the employee shall receive a copy of the job description when finalized.

Process for Self-Initiated Reviews

1. An employee may self-initiate a request for reclassification of ~~his/her~~ **their** position, not more than once in a twelve (12) month period, by preparing the appropriate forms and submitting them to UHR. A supervisory signature is required prior to UHR review to confirm that the duties, responsibilities and requirements are accurately stated. The supervisor will provide a signature acknowledgment, electronic or otherwise, and whether or not the duties, responsibilities and requirements are accurately stated no later than thirty (30) days from when the employee presents the supervisor with the forms for review. **All employee requests shall receive an email acknowledgement of receipt within five (5) working days upon receipt to UHR.**
2. The review shall be completed within eight (8) weeks of receipt by UHR. If a self-initiated request for reclassification is denied, a written explanation will be provided to the employee **and the Union. The written explanation shall include a list of all documents used in the review.**
3. The employee may appeal if dissatisfied with the result of the UHR review by submitting a written request to UHR stating the basis for the appeal and including appropriate documentation. Appeal requests are to be submitted within six (6) weeks of notification of the original classification. UHR will conduct a telephone interview with the employee as part of the appeal process.
4. UHR will complete the appeal review within 8 weeks of receipt of the appeal request with an extension of thirty (30) calendar days if necessary.

5. The compensation for reclassifications to another grade will be effective retroactively to the payroll week start date following receipt of the completed request-for-reclassification materials by UHR.
6. The UHR website shall include guidance on how to prepare a self-initiated reclassification request.
7. UHR will provide an email address on the UHR website where self-initiated reclassification requests may be submitted as set forth in paragraph 1 of this article. Receipt of the self-initiated reclassification request in the designated email box will constitute notification to UHR and initiates the time frame set forth in paragraph 2 of this article.
8. UHR shall provide a written explanation to an employee if it is determined **during the appeal review** that an employee's salary grade has been retained. **The written explanation shall include a list of all documents used in the review.**
9. **When a final determination leads to a new CARF, the employee and the union shall be provided with the new CARF. In addition, if a final determination leads to a change in title or salary, the employee and union will receive the title, corresponding salary, and effective date of the changes.**
10. **If the union files a grievance to enforce this article, and it proceeds to arbitration, an arbitrator's remedial authority is limited to remanding for a new review in compliance with the above definitions and processes.**

Article 39 – Salary Adjustments

I. Starting Salary for New Hires

A. External Hires

Salary Ranges – The normal starting salary for a successful external candidate for a vacancy in a salary range may be established by the hiring department at a salary rate up to 15 percent above the established range minimum salary. Hires beyond the 15 percent hiring range, but not in excess of the established range maximum, require VP/Provost approval and authorization.

Salary Grade Structures – For a vacancy in the grade structure, the normal starting salary may be established up to ten (10) percent beyond the midpoint of the grade. Exceptions will require the approval of the appropriate Vice President/Provost and UHR.

Hiring at rates in excess of the range or grade maximum, ~~including requests for T-code appointments, are to be submitted to the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her designee for consideration and decision~~ **is not permissible.**

B. Internal Hires

The compensation level for a successful internal candidate (current Rutgers employee) for a job posting will be determined as detailed in the following section on Promotion or the section on lateral move as appropriate.

II. Promotion

Promotion is the formal advancement of an individual from one position to a more responsible vacant position in a higher salary range or grade. Promotion results either when an employee is the successful applicant for such a position or when a department decides to promote an employee internally to such a position. All vacant positions that are to be filled must be reviewed by UHR. Affirmative Action procedures must be followed during the recruitment process.

A. Salary

The salary increase resulting from a promotion is determined as follows. (Use the same formula for employees who are promoted into a URA-AFT covered position from another unit.)

- 1. The new salary cannot be less than the minimum or more than the maximum of the new range or grade.**

35 **2. Hiring authorities must consider the relative internal worth of the**
36 **position, qualifications of the candidate, internal equity, and external**
37 **competitiveness (i.e. midpoint for a comparable position within relevant**
38 **labor market and peer institutions) when setting the promotional salary**
39 **increase.**
40

41 **3.** ~~4.-A minimum of five (5) percent up to a maximum of fifteen (15) percent~~
42 ~~increase to the employee's salary at the discretion of the hiring authority. The~~
43 ~~new salary cannot be less than the minimum or more than the maximum of~~
44 ~~the new range or grade. Hiring authorities should consider the relative internal~~
45 ~~worth of the position, qualifications of the candidate, internal equity, and~~
46 ~~external competitiveness (i.e. midpoint within relevant labor market and peer~~
47 ~~institutions) when setting the promotional salary increase. An additional factor~~
48 ~~to take into consideration is whether the promotion results in an increase in~~
49 ~~the standard number of hours worked per week.~~
50

51 **4.** ~~2. Under extraordinary circumstances, a~~ **A Vice President, Vice Chancellor,**
52 ~~or Provost may request that an exception be made to provide an increase in~~
53 ~~excess of the above parameters. Exception requests should be forwarded to~~
54 ~~the Senior Vice President for Human Resources and Organizational~~
55 ~~Effectiveness or his or her~~ **their** designee.

56 B. Effective Date of Promotion

57 The effective date is the date on which, after all necessary approvals are
58 received, the employee begins work in the new title.

59 III. Lateral Move

60 If an employee moves laterally (i.e., to a new position that is evaluated in the same
61 range or grade as the position the employee is leaving), the employee will be placed in
62 the new title but will remain at the same salary, unless the department determines that
63 an in-range/grade adjustment is appropriate and approved in accordance with Section
64 V.

65 IV. Job Reclassification

66 Job reclassification is the formal change in a position's range or grade due to a
67 substantive change in job content. Reclassification may be downward or upward with a
68 corresponding change in compensation and possibly a change in job title. (See Article
69 35 regarding reclassification)

70 A. When a position has been reclassified to a higher range or grade, the effective
71 date of the upward reclassification will be the payroll begin date following receipt
72 of the completed **request for reclassification materials by UHR** Classification
73 and Recruitment Form by the Newark Human Resources Office, the Camden

~~Provost's Office, or UHR in New Brunswick.~~ The compensation level for the individual is determined by following the promotion policy in Section II.

- B. When a position is reclassified to a lower range or grade, the compensation level for the individual is determined by the downgrade policy in Section VI.

V. In-Range/Grade Salary Adjustments

In-range/grade salary adjustments may be used to provide increases to employees under the following conditions:

- A. When an employee in the same position assumes a demonstrable increase in the scope, depth, **impact, responsibility or** ~~and~~ complexity of their job functions and their outcomes, which do not warrant an upward reclassification of the employee's grade;
- B. When an employee transfers to a different position within the same salary grade and assumes a demonstrable increase in the scope, depth, **impact, responsibility or** ~~and~~ complexity of job functions and their outcomes, **which do not warrant an upward reclassification of the employee's grade** ~~as a result of the new position;~~
- C. When an employee receives a written external employment offer where the external position is at a comparable level to the employee's current position and within comparable job market, and a counter offer would not result in internal equity issues within the requesting department;
- D. In order to provide for an equity adjustment as a result of substantiated internal and/or **relevant** external market considerations.

All requests for in-range/grade salary adjustments require concurrence by the supervisor, the department/division head, and the appropriate Vice President/Provost. Requests will be submitted to UHR to determine if the additional responsibilities added to the position are appropriate within the current range/grade. UHR should consider the relative internal worth of the position, qualifications of the candidate, internal equity, and external competitiveness (i.e. midpoint **for a comparable position** within relevant labor market and peer institutions). In-range/grade salary adjustments must satisfy the following parameters:

- A. The salary adjustment ~~should~~ **shall** not exceed ten (10) percent.
- B. The resulting salary does not exceed the salary range/grade maximum.
- C. The employee has not had another in-range/grade salary adjustment within the last 12 months.
- D. The employee's grade has not been upgraded as a result of a reclassification or promotion within the last 12 months.

All requests that are outside of these parameters must be submitted to the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her their designee for approval.

VI. Downgrade

Moves to a lower job classification may occur as the result of an employee's personal choice (voluntary downgrade); for documented inadequate job performance (deficiency downgrade); or when through no fault of the employee the university determines that the individual position should be reclassified downward (involuntary, no-fault downgrade).

An employee who is given notice of layoff but who, before removal from the payroll, is the successful applicant for a lower-rated position, will be compensated in accordance with Section VI.A. - Voluntary, below. An employee who is laid off and then rehired will be compensated in accordance with the Policy on Employment Protection, Section 60.4.3, of the University Policy Library.

If an employee moves into a position covered by a bargaining unit as a result of a downward reclassification or as a result of being a successful candidate, the rules for that unit apply.

Salary adjustments resulting from these downward moves are calculated as follows:

A. Voluntary and Deficiency Downgrades

1. If an employee voluntarily elects to move to a lower-rated job and received an appraisal rating of Meets Standards on his or her their most recent performance evaluation, or if the downward move is a result of documented below-standard job performance or documented disciplinary action, the employee's salary is reduced by a minimum of five (5) percent and up to a maximum of fifteen (15) percent. If the reduced salary exceeds the maximum of the lower range or grade, the individual will be placed at the maximum of the lower range or grade.
2. The dean, director, or department head must submit a written request for a salary reduction to the Senior Vice President for Human Resources and Organizational Effectiveness or his or her their designee for consideration and decision.
3. The adjusted salary is effective the first day of the pay period following the date the employee begins work in the lower-rated job title after all necessary approvals have been received.

B. Involuntary Downgrade (No Fault Downgrade)

When the university, through no fault of the employee, determines that a position should be reclassified downward, the individual is moved on to the lower range or

grade at the same salary, not to exceed the maximum of the lower range or grade. If the salary falls above the range or grade maximum and the employee received an appraisal rating of Meets Standards on his or her most recent performance evaluation, the individual's salary will be frozen ("red-circled") until such time as the maximum is raised above that level, but not to exceed two years from the date the salary was frozen. If at the end of two years (2) the red-circled salary continues to exceed the maximum of the lower range or grade, the employee's salary will be reduced to the maximum of the lower range or grade at that time.

This Section does not apply to positions supported by grant funds. When a position that is supported by grant funds is reclassified downward, compensation will be calculated as in Section VI.A. – Voluntary.

VII. Title Upgrade

When the job content of a title remains essentially the same but the range or grade is deemed to be incorrect and the title is given a higher range or grade, incumbents are moved to the higher range or grade as follows:

A. The employee retains the same salary in the new range or grade.

B. If the employee's salary is below the minimum of the new range or grade, it will be increased to the minimum.

VIII. Title Downgrade

When the job content of a title remains essentially the same, but the range or grade is deemed to be incorrect and the title is given a lower range or grade, salary adjustments are calculated in accordance with Section VI.B. – Involuntary Downgrade (No Fault Downgrade).

IX. Red-Circled Employees

A. When a red-circled employee is promoted or reclassified upward, the compensation level for the individual is determined in accordance with the promotion policy in Section II – Promotion.

B. When a red-circled employee is reclassified downward, the compensation is determined by the downgrade policy in Section VI.B. – Involuntary Downgrade (No Fault Downgrade).

C. When a red-circled employee's title is upgraded, salary is calculated in accordance with Section VII.

D. When a red-circled employee's title is downgraded, salary is calculated in accordance with Section VIII.

182 X. Exceptions

183 Exceptions to this article may be granted only by the Senior Vice President for
184 University Human Resources and ~~Organizational Effectiveness~~ or his or her **their**
185 designee following written request by a dean, director, or department head.

186 XI. All determinations made pursuant to this Article shall be made at the sole and
187 exclusive discretion of the University.

Article 41 – Salary Improvements

STAFF COMPENSATION PROGRAM (“SCP”)

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement (refer to Appendix G for the application of this provision), the following economic provisions shall apply:

A. Eligibility

Employees who meet all the requirements listed in section C below for a particular fiscal year are eligible to participate in the SCP.

B. SCP Procedure

1. Performance Evaluation Process

a. Evaluations for all employees, who have completed their probationary period, will be completed by April 30 of each fiscal year. The performance evaluation form is in Appendix H of this Agreement. At the time of completion of the performance evaluation, the standards for the next year’s evaluation process will be set by the employee's supervisor and discussed with the employee.

b. Employees will be evaluated for the period starting May 1 of the previous year against the performance standards established during the previous evaluation process and any additions or modifications that have been communicated to the employee during the year.

c. Supervisors will notify employees of their performance evaluation ratings by May 15 of each year and will provide employees an opportunity to comment in writing by June 1. Comments shall be attached to the appraisal.

d. Employees who accepted another position included in the bargaining unit shall be included in the SCP in that fiscal year. Department heads from both the former and current units will collaborate on the performance appraisal.

e. Employees who report to a new supervisor within a particular fiscal year ~~are eligible for~~ shall be included in the SCP in that fiscal year. The new supervisor is responsible for discussing and collaborating with the former supervisor or department head, if available, to complete the evaluation.

f. Employees who announce their intent to retire must still be evaluated.

g. Employees who are temporarily red-circled as the result of a no-fault downgrade must still be evaluated.

h. The SCP outlined in this article shall only occur once per year as outlined above

(or twice in the case of Section B.2.b. below).

2. Performance Rating Categories The two rating categories are:

a. Meets Standards – This rating encompasses a wide range of performance from the employee satisfactorily meeting job expectations to making exceptional contributions in advancing the objectives of their departments and/or the university.

b. Does Not Meet Standards – Employees who do not satisfactorily meet job expectations and overall do not consistently perform their assigned responsibilities adequately will be given this rating. Employees who receive this rating will be provided specific guidelines on how to improve performance and will be re-evaluated again by October 15 of that year.

C. Salary Increase

The minimum and maximum salary for each grade shall be increased by the amount/percentages set forth below. Red-circled employees whose salary increase would put them above the maximum salary for the employee's ~~his/her~~ salary grade shall receive a one-time bonus for the amount of the increase that exceeds the maximum salary for the grade. Salary increases and bonuses, if any, for grant-funded employees shall be borne by, and shall be subject to the availability of funds for this purpose, the grant that supports the employee.

1. Fiscal Year 2023 ~~2018-2019~~

URA-AFT unit employees shall receive a retroactive across-the-board salary increase in the amount of ~~34%~~ effective July 1, 2022 ~~2018~~. To be eligible for this payment, members of the unit must be on the University's payroll in a URA negotiations unit position on ~~the date of ratification~~ June 30, 2022 and continue to be on the payroll in a URA negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2022 ~~2018~~.

2. Fiscal Year 2024 ~~2019-2020~~

URA-AFT unit employees shall receive a retroactive across-the-board salary increase in the amount of 3.75%, effective July 1, 2023 ~~2019~~ ~~(including any necessary retroactive amount)~~. To be eligible for this payment, members of the unit must be on the University's payroll in a URA negotiations unit position on June 30, 2023 ~~2019~~ and continue to be on the payroll in a URA negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be retroactive to July 1, 2023 ~~2019~~.

3. Fiscal Year 2025 ~~2020-2021~~

URA-AFT unit employees shall receive an across-the-board salary increase in the amount of 3.5% effective July 1, ~~2024~~ 2020. To be eligible for this payment, members of the unit must be on the University's payroll in a URA negotiations unit position on June 30, ~~2024~~ 2020, and continue to be on the payroll in a URA negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, ~~2024~~ 2020.

4. Fiscal Year ~~2026~~ 2021-2022

~~URA-AFT unit employees shall receive an across the board salary increase in the amount of 2.5%, effective July 1, 2021.~~

Effective July 1, 2025, URA-AFT unit employees shall receive an across-the-board flat dollar salary increase equal to 3.5% of the full time and part time average annual salaries of all unit employees who are on the University's payroll as of the first payroll date in March 2025. For calculation of the average annual salaries, the University will convert less than 1.0 FTE unit employees to a 1.0 FTE figure. Less than 1.0 FTE unit employees would receive a pro-rated portion of this amount based on the unit employee's actual FTE.

To be eligible for this payment, members of the unit must be on the University's payroll in a URA negotiations unit position on June 30, ~~2025~~ 2021 and continue to be on the payroll in a URA negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, ~~2025~~ 2021.

D. Payment of Across-the-Board increases

The above-stated increases for Fiscal Year 2023 and 2024, shall be implemented and paid as soon as operationally feasible after the Union's ratification of this Agreement. For Fiscal Year 2025 and Fiscal Year 2026, the above-stated increases shall be implemented and paid as soon as operationally feasible after July 1 of the Fiscal Year.

D-E. Special Circumstances

Salary increases granted to certain employees in the categories identified below pursuant to this SCP will be implemented as follows:

1. Eligible ten-month or part-time staff salary increases will be based on their prorated salary.
2. For extension service employees who are partially paid by a county, increases will be based upon their full salary, including the county portion.
3. For employees currently in an acting assignment, salary increases will be based on the pre- acting salary and then the acting rate will be recomputed.

~~E.~~ **F.** Appeal Process

1. Employees who claim that SCP procedures were not followed, that there was a demonstrable factual inconsistency in the employee's evaluation, or that they were not evaluated according to the performance standards for their job, may seek review only as described below, which shall be the sole and exclusive remedy and appeal for such claim. The judgment that forms the basis of whether an employee is evaluated as "meets standards" or "does not meet standards" shall be at the sole and exclusive discretion of the University and not subject to the above appeal process.

2. The employee may initiate a review within 30 days of receipt of the performance evaluation. The employee must inform ~~the employee's his or her~~ immediate supervisor in writing on a SCP Review Request Form available from University Human Resources of the claim that procedures have not been followed, that there was a demonstrable factual inconsistency in the employee's evaluation, or that ~~the employee he/she~~ was not evaluated according to the performance standards for the job. The supervisor must provide a written response to the employee within 30 days of receipt of the employee's completed Review Request Form.

3. If the employee is not satisfied with the supervisor's written response, the employee may, within 30 days of receipt of the supervisor's written response, request in writing a review of the matter by the dean, director or department head who shall meet with the employee and provide a written response within 30 days of receiving the request for review.

4. If the employee is not satisfied with the written response by the dean, director or department head, ~~the employee he/she~~ may within 30 days request in writing a review of the matter by the Vice President or Provost (or designee) for the employee's area who will provide a written response within 30 days of receiving the request for review. In all cases, the decision of the Vice President or Provost is final.

5. At each level, the employee shall provide a copy of all prior requests for review and prior written responses.

~~F.~~ **G.** Information Exchange

The union will be provided in writing the final report of the amount that each employee receives through the SCP no later than 30 days from the date ~~the employee he/she~~ is notified of the raise.

Article 58 – Handicap Accessible Parking

The Union may **submit to the Office of University Labor Relations a request for a Labor-Management Conference to discuss the number of accessible a lack of handicap parking spaces near at any worksite where negotiations unit** Union members are assigned. When such a conference is requested, the University will provide available data on the number of employees in the corresponding building(s) who have registered for **accessible handicap parking privileges, if such data exists and is maintained. Additionally, the requested conference must be scheduled within ten (10) business days of the request.**

When the data shows that the number of accessible parking spaces near the worksite referenced in paragraph 1 above is less than the number of individuals who have registered for accessible parking privileges at said worksite, and who have obtained proper disability identification from a state motor vehicle agency and registered with Rutgers Department of Transportation Services, Rutgers shall provide additional temporary or permanent spaces to meet the need.

1

2 **ARTICLE 60 – Temporary and Casual Employees**

3 ~~Following the conclusion of the pending arbitration docketed under number AR2019-080, the~~
4 ~~parties agree that they will meet and negotiate, if necessary, regarding any terms and conditions~~
5 ~~of employment contained in this Agreement which are not set by the arbitration award for Class~~
6 ~~3 employees who are members of the negotiations unit. Until the conclusion of AR-2019-080,~~
7 ~~the terms and conditions of employment for Class 3 employees shall continue to be governed~~
8 ~~only by applicable University policies.~~ **Negotiations unit members appointed to a Class 1**
9 **position will normally not have a predetermined end date to their employment. Effective**
10 **January 1, 2024 and ending June 30, 2026, the parties agree to a pilot program under**
11 **which the University may appoint negotiations unit members to a Class 1 position with a**
12 **term of appointment of one (1) year or less in the following circumstances:**

- 13 1. **As a temporary replacement for an employee on a leave of absence; or**
14 2. **As a temporary replacement while a position is vacant; or**
15 3. **The position will coincide with a specific project or one-time initiative.**

16 **For any position which will have a term of appointment of one (1) year or less, the job**
17 **posting shall set forth the appointment's expected end date. Appointments to a Class 1**
18 **position with a term of appointment of one (1) year or less will automatically terminate**
19 **upon the expiration date of the term of appointment, except that such appointments may**
20 **be extended at the discretion of the department, provided that the total length of the**
21 **appointment does not exceed one (1) year. Appointments to a Class 1 position with a term**
22 **of appointment of one (1) year or less may be terminated prior to the expected end date of**
23 **the appointment at the discretion of the department with fourteen (14) calendar days'**
24 **notice to the employee, except that such notice shall not apply to disciplinary terminations.**
25 **Articles 35, 42, 46 and 48 of this Agreement shall not apply to employees with a term of**
26 **appointment of one (1) year or less.**

27 Until a resolution is reached on the terms and conditions of employment for Class 4 employees,
28 the terms and conditions of employment for such employees will continue to be governed only
29 by applicable University policies.

30 ~~Unless otherwise set by the decision in AR-2019-080, Class 3 employees who are members of~~
31 ~~the negotiations unit may utilize the grievance procedure set forth in Article 14 of this~~
32 ~~Agreement to grieve alleged violations of only those University policies that apply to Class 3~~
33 ~~employees.~~

34 Until a resolution is reached on the terms and conditions of employment for Class 4 employees,
35 Class 4 employees who are members of the negotiations unit may utilize the grievance procedure
36 set forth in Article 14 of this Agreement to grieve alleged violations of only those University
37 policies that apply to Class 4 employees.

Article 61 – Term

This Agreement shall be effective from July 1, ~~2018~~ **2022** until 12 midnight on June 30, ~~2022~~ **2026**.

NEW ARTICLE

Self-Initiated In-Grade Salary Adjustment Pilot Program

- I. The following process shall be available for URA-AFT employees who wish to self-initiate an in-grade salary adjustment review. The review process shall be conducted as a pilot program beginning July 1, 2024 – June 30, 2026. This Article and the pilot program shall sunset effective June 30, 2026.

Employees may request a one-time in-grade salary adjustment review if they meet the following criteria:

- A. The employee has been employed in their current position/job title for a minimum of five (5) years.
 - B. The employee has not had another in-range/grade salary adjustment review within the last 12 months prior to the date of application.
 - C. The employee is not serving in an Acting appointment as defined in Article 2 at the time of application.
-
- II. The following criteria should be used as the basis for requesting a self-initiated in-grade salary adjustment review:
 - A. When an employee in the same position assumes a demonstrable increase in the scope, depth, impact, responsibility, or complexity of their job functions and their outcomes, which do not warrant an upward reclassification of the employee's grade;
 - B. When an employee transfers to a different position within the same salary grade and assumes a demonstrable increase in the scope, depth, impact, responsibility, or complexity of job functions and their outcomes, which do not warrant an upward reclassification of the employee's grade;
 - C. In order to provide for an equity adjustment as a result of substantiated internal and/or relevant external market considerations including adjustments to address salary inequities based on relevant years of service.
-
- III. Process for Self-Initiated In-Grade Salary Adjustment Review
 - A. In order to self-initiate an in-grade salary adjustment review, an employee must submit the following documents to UHR:
 - i. A completed self-initiated in-grade salary adjustment form;
 - ii. A copy of their current resume or a statement of the employee's education, work history, and relevant licenses and certifications;
 - iii. A current Classification and Recruitment Form ("CARF"), if available;
 - iv. An updated job description or CARF; and
 - v. Any other documents that may reasonably be required by UHR.

An employee may also choose to submit additional documents.

A supervisory signature is required prior to UHR review. The supervisor's signature serves as confirmation that the change in job functions, scope of responsibilities, and job requirements are accurately reflected in the updated CARF. If the in-grade salary review request relates to internal equity, the supervisor's signature may also serve as confirmation that any positions referenced are relevant to the requestor's position, scope of responsibilities, skills, knowledge, ability, and experience. The supervisor will provide a signature acknowledgment, electronic or otherwise, and confirm whether the duties, responsibilities, job requirements, and other information identified by the employee in the forms are accurately stated no later than thirty (30) days from when the employee presents the supervisor with the form for review. If the supervisor does not confirm the accuracy of the information identified in the forms are accurate within thirty (30) days, the matter shall move to UHR.

- B. The review shall apply the criteria in Section II and shall be completed within twenty (20) weeks of receipt by UHR of all required documents. If a self-initiated in-grade salary adjustment request is denied, a written explanation will be provided to the employee with a copy to the Union. UHR shall provide notice to the Union of applications submitted either via automated means or some other method agreed to by the parties should automated means not be operationally feasible.
 - C. If UHR determines a salary in-grade adjustment is appropriate, the increase will be effective retroactively to the payroll week start date following receipt by UHR of all the completed request-for-salary-review documents. The salary adjustment should not exceed ten (10) percent.
 - D. The employee may appeal if dissatisfied with the result of the UHR review by submitting a written request to UHR stating the basis for the appeal and including appropriate documentation. Appeal requests are to be submitted within six (6) weeks of notification of the in-grade adjustment. UHR will conduct a meeting with the employee as part of the appeal process. UHR will complete the appeal review within eight (8) weeks of receipt of the appeal request.
 - E. UHR will provide instructions on the UHR website on how to apply for a self-initiated in-grade salary adjustment.
- IV. Notwithstanding any other provision within the collective negotiations agreement, this Article shall be the sole and exclusive process for self-initiated in-grade salary adjustment reviews.
- V. Requests submitted prior to July 1, 2024 or after June 30, 2026 shall not be considered. Employees can only utilize this process once during the term of the pilot program.

- VI. All determinations made pursuant to this Article shall be made at the sole and exclusive discretion of the University.
- VII. If the union files a grievance to enforce this article, and it proceeds to arbitration, an arbitrator's remedial authority is limited to remanding for a new review in compliance with the above definitions and processes. A remand may be ordered even if the pilot program has expired.

Appendix G

APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO ARTICLE 41 – SALARY IMPROVEMENTS

The Fiscal Emergency (including the Subject to) language in this Agreement shall remain unchanged and shall not be invoked with regard to any of the economic provisions in Article 41 – Salary Improvements provided for in Fiscal Years 2023, 2024, and 2025.

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in the prefatory paragraph of this Article, 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.¹ If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the URA-AFT 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 URA-AFT 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 URA-AFT 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;

¹ *The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.*

- 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 URA-AFT 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 URA-AFT, 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 URA-AFT may file a category one grievance pursuant to paragraph 5 below.
4. The URA-AFT 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 URA-AFT may file a grievance under Article 14 of the Agreement. The grievance shall proceed directly to arbitration under Article 14, Step 4. 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 this Article. 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 this Article, the parties shall mutually agree upon another arbitrator.

Joint Union Health and Safety MOA

In recognition of the fact that each collective negotiations unit has somewhat different health and safety language, this proposal outlines certain foundational principles that should be incorporated in each health and safety article and shall be applicable only to the signatories of this agreement set forth below.

The following principles should be part of each contract:

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.

7. The above provisions shall be incorporated in and adapted to each of the Union's collective negotiations agreements. The above language does not replace current language in the Unions' existing collective negotiations agreements, except where it may conflict with existing agreement language, then it will supersede said existing language.

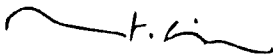
Agree:

Agree:

6-14-23CRU Counter Proposal



Date: 6.21.23



Rebecca Givan, AAUP-AFT

Date: 6.23.23



Sara Holden, CIR/SEIU

Date: 6/25/23



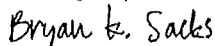
Frank Proscia, M.D., Doctors Council SEIU

Date: 06-23-23

Dr. Sabrina Brown-Oliver VP Local HPAE 5098

Date: 6/23/23

DocuSigned by:



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6/27/2023

Date: _____

Bryan Sacks, VP, PTLFC-AAUP-AFT



Antonio M. Calzado -

Date: 6/30/23

RJ - EVP & COO

Date: _____

Date: _____

Date: _____

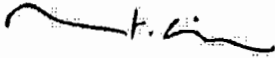
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6-14-23 CRU Counter Proposal




Date: 6.21.23



Rebecca Givan, AAUP-AFT

6.23.23
Date:



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