AGREEMENT BETWEEN

RUTGERS
THE STATE UNIVERSITY
OF NEW JERSEY

AND

URA
LOCAL 1766
UNION OF RUTGERS ADMINISTRATORS
AMERICAN FEDERATION OF TEACHERS

July 1, 2022 — June 30, 2026

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Preamble

The purpose of this Agreement is to promote and ensure harmonious and constructive relations between the parties with respect to terms and conditions of employment.

Article 1 – Recognition

The University recognizes the Union of Rutgers Administrators-American Federation of Teachers (URA-AFT), Local #1766, AFL-CIO, as the sole and exclusive representative of all Rutgers University employees included below for the purpose of collective negotiations for terms and conditions of employment. Groups of employees may be added or deleted by mutual consent of the parties.

1. Included: All regularly employed administrative employees employed by Rutgers, The State University of New Jersey at its New Brunswick, Piscataway, Newark and Camden campuses and all off-campus and other locations, all term contract employees who perform the unit work of URA-AFT Local #1766, all temporary employees who perform the unit work of URA-AFT Local #1766, and all casual employees who work an average of at least four hours per week over a period of 90 calendar days (the 90 calendar day period defined by the Workplace Democracy Enhancement Act) who perform the unit work of URA-AFT Local #1766.

2. Excluded: All managerial executive employees, supervisory employees (as to administrative unit employees), professional employees, confidential employees, casual employees who work an average of fewer than four hours per week over a period of 90 calendar days (the 90 calendar day period defined by the Workplace Democracy Enhancement Act) or who do not perform the unit work of URA-AFT Local #1766, temporary employees who do not perform the unit work of URA-AFT Local #1766, T-coded employees, term contract employees who do not perform the unit work of URA-AFT Local #1766, police employees, faculty, employees whose inclusion presents a conflict of interest (e.g. Internal Auditors and Claims Managers), employees currently represented in other collective negotiations units, and all other non-administrative employees.

The term “Union” when used herein will refer to the Union of Rutgers Administrators-American Federation of Teachers (URA-AFT), Local #1766, AFL-CIO.

Article 2 – Acting Appointment

Employees covered under this agreement shall be eligible for acting appointments and related compensation as set forth in University Policy Library Section 60.4.7-Acting Appointment-Administrative and Managerial, Professional,

Supervisory and Confidential (MPSC) Staff.

The employee shall be provided with a written copy of the Acting Appointment Form. If the Acting Appointment Form is not provided, the employee will not be responsible for performing the higher-level duties.

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 shall be two and one-half (2 1/2) days 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 1/2) 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 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 4 – Alternate Work Schedule to Take Educational Courses

An employee may request an alternate work schedule in order to take a for-credit course at an accredited institution of higher education, or another professional course carrying continuing education units per semester (Fall, Spring and Summer/Winter Sessions) during the work day. For the purposes of this Article, an alternate work schedule may include: a variable daily schedule that revolves around a fixed set of core hours, which may vary by employee; a pre-defined start time during which the employee will commence their work day; and for non-exempt staff, a work day that remains for a specific number of hours, not including a meal break, during which the employee must be at work, and a meal break of at least thirty (30) consecutive minutes. Any such request and agreement shall be in writing, and shall not be denied arbitrarily.

Article 5 – Auto Liability and Indemnification

An employee may use their personal vehicle on Rutgers business only where advance approval is given by the employee's supervisor.

When driving on Rutgers business, employees must carry a valid driver's license, vehicle registration, and proof of insurance. New Jersey residents must carry a New Jersey Insurance Identification Card. Privately owned motorcycles shall not be used on Rutgers business.

In the event of an accident involving injuries or damages to other persons or property while operating a privately-owned vehicle on Rutgers business, the employee must notify the Department of University Risk Management and Insurance.

The university shall indemnify the employee for any act or omission arising out of and in the course of the performance of the employee's duties to the full extent permitted by the New Jersey Tort Claims Act, and any amendments thereto, and as prescribed by the University's Indemnification Policy (University Policy Library Section 50.3.3). See Appendix A. An employee request for indemnification shall be made promptly in writing to the Office of Senior Vice President and General Counsel. The financial loss for damage to a privately-owned vehicle used on Rutgers business is not reimbursable by the university.

A supervisor may request that an employee use their personal vehicle for

University business. The employee may decline such a request.

The University must indicate in a job posting if use of a personal vehicle is required.

Use of a personal vehicle for university business is eligible for reimbursement pursuant to University Policy 40.4.1.

Article 6 – Bereavement Leave

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. 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 120 calendar days of the date of death but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. A department may require verification.

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

Article 7 – Bulletin Board

The University shall post official Union notices in each of the locked bulletin boards at the three University Human Resources (UHR) offices. The University shall also allow URA-AFT representatives to post official URA-AFT matters on existing bulletin boards or spaces customarily used for official notices to the university staff.

The URA-AFT agrees that notices posted on such bulletin boards shall only contain material related to official URA-AFT business.

The URA-AFT further agrees that notices posted on such bulletin boards shall conform to any policies and procedures that may be adopted by the University for use of such bulletin boards and that apply equally to all notices.

Article 8 – Call Back Pay

Any overtime eligible (non-exempt) employee who is directed to return to work at their assigned work location (as defined in University Policy 60.3.22 dated 09/01/2022) after they have completed their regularly scheduled work day and have left their assigned work location shall be guaranteed a minimum of three (3) hours 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 their supervisors.

Any overtime ineligible (exempt) employee, who is directed to return to work at their assigned work location (as defined in University Policy 60.3.22 dated 09/01/2022) after they have completed their regularly scheduled work day and have left their assigned work location shall be guaranteed a minimum of three (3) hours of compensatory time.

Such employees shall be required to work all hours, in addition to the three (3) hour minimum guarantee, which are required by their supervisors and shall be compensated with compensatory time for all such time worked.

Article 9 – Changes to Hours of Work and Work Schedules

Prior to effectuating a permanent change of one (1) hour or more in the regular start time of an employee's work day, Rutgers shall give a minimum of fourteen (14) days notice to the affected employee, or employees, unless circumstances, such as an emergency situation, make such notice impracticable.

Prior to effectuating a permanent change in an employee's regular work schedule, Rutgers shall give a minimum of fourteen (14) days notice to the affected employee, or employees, unless circumstances, such as an emergency situation, make such notice impracticable.

A permanent change shall be defined as a change lasting more than thirty (30) days however an articulated temporary change may be for a period in excess of thirty (30) days.

Seniority within job titles shall be considered when permanent changes in the regular start time or in the regular work schedule referenced above are made.

Article 10 – Compassionate Leave Program

Employees covered under this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human

Resources Compassionate Leave Program, as may be amended unilaterally from time to time by the university.

The university shall provide the URA-AFT with an annual statement of donation and usage transactions related to the donated leave bank. The statement will include the following university-wide data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted. Determinations regarding the granting or denial of compassionate leave shall be at the sole discretion of the Senior Vice President for Human Resources and Organizational Effectiveness.

Article 11 – Conversions of Existing Positions from Twelve Month to Ten Month and from Ten Month to Twelve Month

1. A work unit may solicit volunteers from its employees for conversion from a 12 month position to a 10 month position.

2. An employee whose appointment is converted from a 12 month basis to a 10 month basis, or from a 10 month basis to a 12 month basis, will be given at least forty-five (45) calendar days notice before such conversion takes place. The salary of such an affected employee will be pro-rated to reflect this change. The URA-AFT shall be informed of all notices of conversion.

3. Where one or more employee(s) in the same title performing the same functional tasks in the same work unit are selected to have their position converted from a 12 month position to a 10 month position, the conversion shall be implemented in reverse order of seniority provided the senior employee has the requisite qualifications and abilities to perform the work available.

4. A work unit shall cease to employ Class 4 temporary employees in the work unit before converting a 12 month position to a 10 month position where Class 4 temporary employees perform the same functional tasks as bargaining unit employees within the work unit, provided the bargaining unit employees have the requisite qualifications and abilities to perform the work available. This provision does not apply to Class 4 temporary employees who have been appointed to replace bargaining unit employees who are on a leave of absence.

5. A work unit which converts an employee’s position from 12 months to 10 months is precluded during July and August from hiring the affected employee to a Class 4 position performing the same duties the affected employee performs in their 10 month position.

6. A work unit which converts an employee’s position from 12 months to 10

months is precluded during July and August from transferring the affected employee's duties to a Class 4 employee; except in cases where there is no other staff members in the unit with the specialized skill set required to complete necessary departmental projects/programs. In such cases, a Class 4 temporary employee will not be employed on a full time basis to perform such work.

7. If the position within the same title within the same work unit which had been converted from a 12 month position to a 10 month position is restored, the employee who previously held the position shall be offered the restored position.

8. When a position has been converted from a 12 month position to a 10 month position, the supervisor will meet with the affected employee and set forth the job expectations for the converted position, consistent with the 10 month work year. If the duties of the affected employee are transferred to another collective negotiations unit Class1 employee who is in the work unit, the supervisor will meet with that employee to discuss potential revisions, if any, to their job expectations consistent with the existing job description.

9. When a position is converted from a 12 month position to a 10 month position, the supervisor will provide the affected employee with a copy of this agreement and the attached description of the impact of the conversion on the affected employee's benefits.

10. Notwithstanding the provisions of Article 45 – Ten Month and Part-Time Employees of the Agreement between Rutgers and the URA-AFT (Local 1766) which define a 10 month appointment as a "standard academic year" appointment, for the purposes of this Agreement, a 10 month appointment constitutes the period September 1 to June 30 as set forth and accepted by the State of New Jersey as a Ten month appointment. Should the State of New Jersey change its definition of a 10 month appointment, notice will be provided to the URA-AFT of such a change.

Article 12 – Division of Dining Services Employees

In order to compensate the Division of Dining Services for meals provided to employees covered under this Agreement, Dining Services employees shall have deduction made from their wages as follows:

For employees working in positions not at Dining Halls [one (1) meal per day][1]:
$5.25 per day effective July 1, 2020

[1] Dining Services Employees who are assigned to one of the following locations: Knight Wagon, Starbucks Truck, Dunkin' Three Chilies Taco Truck, Donuts (Livingston), Sbarro, Starbucks (Livingston), Henry's Diner, Kilmer's Market, Douglass Café, Dunkin' Donuts (Douglass), Red Pine Pizza, Cook Café, Woody's Café, Rutgers Club, Accounting, Ethel Road Warehouse Facilities (Bake Shop, Laundry, Commissary, and Facilities), Executive Director's Office, RU-Express, Computer Services, Marketing, Harvest at IFNH, Harvest Juice Bar, Atrium, Café West, Food Buyer's Office and other cash operations to be opened.

For employees working in positions at Dining Halls (including but not limited to Chef Manager I, Chef Manager II, Food Production Manager, Dining Hall Supervisor, Asst. Manager Catering, Concessions Supervisor) [two (2) meals per day][2]:
$7.00 per day effective July 1, 2020

At the close of the fiscal year, employees shall be refunded the deductions for meals made for Dining Services employees covered under this Agreement for those full days on which an employee was absent from work on account of sickness, vacation, or other excused absence under this Agreement.

Employees who work in the offices of the Executive Director, University Sanitarian, RU Express/Meal Card, Dining Marketing, Business Manager, Dining IT, Dining Facilities, Bakery, and Laundry, which are currently housed in non-dining facilities where food is not served (e.g., Records Hall, Ethel Road Warehouse) will be permitted to opt out of automatic deductions altogether once annually during the last calendar week of April by completing the appropriate form (see Appendix B). Such employees may opt back in once annually during the last calendar week of April by using the appropriate form. If an employee is transferred to a non-dining facility where food is not served, the employee may opt out upon starting at the new facility. If an employee who has opted out is transferred to a dining facility where food is served, the employee shall automatically be opted in.

Article 13 – Employee Assistance Program

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

Employee use of the Employee Assistance Program shall be confidential except as may be required by law.

Article 14 – Grievance Procedure

1. A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable wages, hours or terms and conditions of employment which has been filed pursuant to this Article. The procedure set forth herein is the sole and exclusive right and remedy for any and all claims that could be brought under this grievance

[2] Dining Services employees who are assigned to one of the following locations: Brower Commons, Busch Dining Hall, Catering, Livingston Dining Commons, Neilson Dining Hall, and other dining halls to be opened

procedure.

All grievances must specifically cite which provision of this Agreement and/or Rutgers policy is alleged to have been violated; must set forth who is alleged to have committed the violation; and must set forth when and where the alleged violation occurred.

2. A grievance shall be handled in the following manner:

Step 1

Prior to filing a written grievance, the aggrieved party may attempt to resolve the matter at issue informally with their supervisor. Such efforts at informal resolution shall not suspend the timeliness requirements for filing a grievance as set forth below. Any agreements reached during an informal meeting shall not be precedential but shall be binding for the current matter only.

Step 2

If the grievance is not resolved at Step 1, the grievance will be presented in writing to the level of supervision above the one that took the action which gave rise to the grievance within twenty-one (21) calendar days after the action occurred or from the date the employee or the URA-AFT knew of or should have known of the action. Within twenty-one (21) calendar days of receipt of the written grievance, this next level of supervision, or their designee, will arrange for and hold a meeting with the grievant. The grievant may have URA-AFT representation at the meeting if they desire. This next level of supervision, or their designee, will send their written answer within fourteen (14) calendar days after the meeting to the employee, to the URA-AFT representative present, if any, to the Office of University Labor Relations, and to the URA-AFT.

Step 3

If the URA-AFT is not satisfied with the Step 2 answer, the URA-AFT may request a Step 3 meeting by the Office of University Labor Relations by forwarding the grievance to the Office of University Labor Relations within fourteen (14) calendar days of receipt of the Step 2 answer. Within twenty-one (21) calendar days, the Office of University Labor Relations will arrange for and hold the meeting. The grievant may be accompanied at the meeting by a URA-AFT representative. Within fourteen (14) calendar days after the meeting, the Office of University Labor Relations will send a written answer to the employee, to the URA-AFT representative present, if any, and to the URA-AFT.

Step 4

If the URA-AFT is not satisfied with the Step 3 answer, the URA-AFT, within

twenty-one (21) calendar days of receipt of that answer, may submit the grievance to arbitration in accordance with paragraph three (3) below.

3. If the URA-AFT submits a grievance to arbitration, the URA-AFT will submit to the Office of University Labor Relations a copy of its submission. The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.

   The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a written decision.

   No arbitrator functioning under the provisions of this grievance procedure shall have the authority to amend, modify, or delete any provision of this Agreement. The award of the arbitrator shall be binding upon the University and the URA-AFT, and the grievant, to the extent permitted by and in accordance with applicable law and this Agreement.

   Costs and expenses incurred by each party will be paid by the party incurring such costs except that the fees of the arbitrator and PERC will be divided equally between the parties.

4. When an employee chooses to have a representative present at any of the above Grievance Steps prior to arbitration, that representative must be identified as a URA-AFT representative under Article 49.

5. The time limits above may be extended by mutual agreement of the parties to the grievance in writing.

6. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step within the time limitations for advancing a grievance as set forth above.

7. An employee will not lose pay for the time spent during their regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working hours, such employee shall not lose pay for such time. However, this allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses.

8. Unless mutually agreed upon, no more than four (4) URA-AFT representatives may attend any grievance hearing.

9. Grievances alleging a violation of Article 26 (Non-Discrimination) shall be concluded at step 3 as set forth above in Section two (2); which will be the final and binding decision for the grievance.

10. The filing of a grievance under the provisions of this Article shall not prevent the University from taking the action complained of, subject however to the final decision on the grievance. Pending final disposition of the grievance, the grievant shall fulfill their professional responsibilities as assigned.

11. Disciplinary actions that do not result in suspension without pay, demotion or discharge shall not be advanced beyond step 3.

12. Rutgers and the URA-AFT agree to process a grievance over a discharge in an expeditious manner.

13. When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. When an employee's record is free from any disciplinary action for a period of three (3) years, any letters of suspension contained in the employee's record shall be deemed to be removed.

Article 15 – Health Benefits

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the URA-AFT and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Vision Care Program pursuant to Article 55.

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

Article 16 – Holidays and Personal Holidays

The regularly-scheduled paid holidays observed by Rutgers are: New Year's

Day, Martin Luther King Jr. Day, 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 shall be observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday 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 be granted two (2) personal holidays. The rules for use of individually selected personal holidays shall 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 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 eligible to receive premium compensation for overtime hours worked and who are authorized to work on an observed University holiday shall, in addition to 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 not be unreasonably denied. However, employees who have been informed that, by virtue of their assigned job duties, they are hired to work holidays shall not be eligible for such alternate days off.

Holidays shall 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.

Members of the bargaining unit who are assigned to county offices which follow a holiday schedule different from that set forth in the Agreement, shall follow the holiday schedule established in their respective county of assignment except that no such member shall receive less than fifteen (15) holidays (combined scheduled and personal paid holidays). Employees who are assigned to counties which schedule less than thirteen (13) paid holidays shall receive an additional personal paid holiday(s) in order to ensure they receive fifteen (15) combined paid holidays. The additional days must be scheduled within the same fiscal year at the mutual convenience of the bargaining unit member and their supervisor. In addition, employees who are assigned to county offices which schedule more than thirteen (13) holidays shall be charged up 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 an encumbered URA-AFT 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 interviewed for said vacancies or newly created positions until URA-AFT internal candidates, who have applied during the five (5) business day period, and meet the requisite qualifications, have been considered 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 18 – Jury Duty

Rutgers shall grant time off with regular pay to those employees who are required to perform jury duty. Employees are required to submit to their supervisor the notification of jury duty as soon as possible.

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 shall contain the reasons for such action. All such notices shall be either delivered in person, sent registered mail, or emailed to the employee. 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 20 – Labor Management Conferences

A Labor Management Conference is a meeting between the URA-AFT, the Office of University Labor Relations and such other representative(s) as the University deems appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, shall take place at a mutually convenient time and place and may be attended by no more than five (5) URA-AFT Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. National Representatives and/or Union Representatives may attend such meetings. Agreements reached at Labor Management Conferences may be reduced to writing.

Article 21 – Layoff Notice

INTENTIONALLY DELETED

(See Article 42 - Seniority and Layoff)

Article 22 – Leave of Absence for Personal Reasons

If an employee is confronted with a situation of unusual circumstances, a request for a leave of absence without salary for personal reasons will be considered by the university. The maximum number of days available for such a leave is thirty (30) days in a fiscal year. A request for such a leave must be submitted in writing to the administrative supervisor or department head concerned. Such leave request shall not be unreasonably denied.

Article 23 – Meal Allowance

Effective July 1, 2023, 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.

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 a meal voucher.

Article 24 – Military Leave

The following provisions regarding military service will apply to all full-time employees covered by this Agreement:

A. Training

1. Any full time regularly appointed employee who is a member of a military reserve component of the Armed Forces of the United States (including the National Guard) shall be entitled to a leave of absence with pay for the usual prescribed training period not to exceed fifteen (15) days per year. Such leaves shall not be charged against vacation time. The employee must give the supervisor two (2) weeks advance notice of such leave and must present to the supervisor a copy of the official government orders authorizing the military training.

B. Military Leave for Active Duty

1. Any full time employee, employed by Rutgers for one year or more, who is a member of the military (including the National Guard) shall be entitled to leave of absence with pay on all days during which he or she shall be engaged in any period of State or Federal active duty, not exceeding ninety (90) work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of ninety (90) work days shall be without pay but without loss of time as set forth in paragraph B.4. below. Any leave of absence for such duty for a full time employee of Rutgers of less than one year shall be without pay but without loss of time as set forth in paragraph B.4. below.

2. In the case where a service-connected disability prevents the employee from returning to work within the time prescribed by law for applying for reemployment, the employee may request that the leave be extended. Upon submitting to Rutgers substantiating medical evidence a six (6) month leave extension may be granted in accordance with the standards governing such extensions set forth in the Uniform Services Employment and Reemployment Rights Act. The total of such extension shall not exceed twenty-four (24) months from the date of separation from the military except where required by law.

3. Upon reemployment, the returning veteran employee's salary shall be adjusted to reflect any normal increments or general adjustments the employee would have received had the employee continued to work for Rutgers.

4. Sick and vacation leave days will not accrue during the military service but the time will count as University Service in applying sick or vacation leave accrual

rates upon return to University service. Military leave service shall be included in the calculation of seniority pursuant to Article 42 of this Agreement.

Article 25 – NE/NL Designation

Requests for reconsideration of NE/NL designations shall be brought by the Union to a quarterly Labor Management committee for discussion and shall be reviewed by UHR.

Article 26 – Non-Discrimination

The University and the Union agree that in the application of the provisions of this Agreement there shall be no discrimination by the University or the Union against any member of the bargaining unit because of race, creed, color, national origin, ancestry, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, genetic information, pregnancy or breastfeeding, sex, gender identity or expression, disability or atypical hereditary cellular or blood trait of any individual, liability for service in the Armed Forces of the United States, the nationality of any individual, the refusal to submit to a genetic test or make available the results of a genetic test, or any legally protected status. The protected categories listed above shall have the meaning as defined by the New Jersey Law Against Discrimination on the effective date of this Agreement. In addition, the University and Union agree that there shall be no discrimination by the University or Union on the basis of familial status, perceived disability, AIDS and HIV status, veteran status or membership or non-membership in or activity on behalf of or in opposition to the Union, or for any other reason prohibited by law.

Article 27 – Non-Hostile Work Environment

The university and the union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is therefore agreed that oral, physical or written harassment of an employee or a supervisor is inappropriate and unacceptable.

Any claims of a violation of this provision by employees covered by this agreement shall be the subject of a Labor Management Conference. A full and fair investigation into any alleged violations of this provision shall be the sole and exclusive duty of the university.

The Labor Management Conference shall be presided over by the Office of University Labor Relations and attended by the employee who made the claim(s), a representative or representatives of the union, a representative or representatives of the department associated with the alleged violation. Any mutual agreements reached at a Labor Management Conference at which representatives of the Office of University Labor Relations are present will be

reduced to writing within fourteen (14) days. Such agreement shall be enforceable and binding on the parties to the agreement.

Should a particular supervisor or employee be the subject of more than one allegation under this Article and should the parties at a Labor Management Conference (see Article 20) agree that responsive action by the University is warranted to address a claimed violation of this Article in more than one such instance, then repeated or continuing behavior by the same supervisor or employee may be grieved pursuant to Article 14.

The parties also acknowledge that the University Policy Prohibiting Harassment (University Policy Library Section 60.1.12) prohibits harassment based on certain enumerated protected categories. Employees may use the University Harassment Complaint Process to report and remedy complaints covered by the Policy Prohibiting Harassment.

Article 28 – Overtime/Compensatory Time Benefits

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

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

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

Exempt Employees (“NL” and “N4”)

Exempt employees may have work schedules which are neither tied to a fixed number of hours per day or per week, nor tied to a fixed number of days per week and which may vary according to the nature and scope of the employee’s work. It is understood that in the course of a fiscal year the number of hours worked by an employee and the days on which such work must be performed

may also vary to meet seasonal needs or specific demands of the position.

The parties to this Agreement recognize that exempt employees are professionals whose duties vary in content and schedule and sometimes require working more than the employee's standard workweek designation. At the same time, the parties to this agreement acknowledge that there may be occasions where an employee believes that they are working an excessive workload. In such cases, the following process shall occur:

a. The employee shall request a meeting with their supervisor, which shall be scheduled within five (5) work days of the request, to discuss the nature of the employee's work and the time required for the employee's duties. The employee shall present to the supervisor their rationale as to why the workload is considered excessive, along with any documentation the employee may wish to present, such as time records.

b. In cases where the supervisor concurs that the employee is working an excessive workload, the supervisor will address such a situation through one or more of the following actions:

    i. Eliminating, reducing or modifying the duties the employee is performing;

    ii. Providing logistical assistance or adding additional personnel on either a temporary or permanent basis;

    iii. Providing compensatory time off to the employee which is to be scheduled on a mutually acceptable basis;

c. The supervisor will provide their determination in writing, with a copy to the union, to the employee within five (5) work days of the meeting referenced in subsection "a." above.

d. If the employee is dissatisfied with the determination of their supervisor, the employee may elect to meet with the next higher level of supervision or their designee to discuss the situation and to seek further relief. The meeting between the employee and the next higher level of supervision or their designee shall occur within ten (10) workdays. Should the matter not be resolved at this level, at the request of the union there shall be a meeting between two (2) URA-AFT representatives and two (2) UHR representatives in an attempt to come to a mutually acceptable resolution. The employee may attend at the discretion of the union. Other administration representatives may attend at the discretion of UHR. Any agreements reached at this meeting shall be reduced to writing. The URA-AFT reserves the right to grieve only where UHR refuses to meet and discuss the employee's complaint and/or where the parties disagree as to whether there

is excessive workload or how to address it. The decision of the Office of University Labor Relations as to whether there is an excessive workload or about how to address it shall not be subject to binding arbitration.

Article 29 – Parking

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

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

B. Payroll deductions

1. To the extent permitted by law, employees who pay the annual motor vehicle registration fee for the use of surface campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 equal payments. Employees hired during the Fiscal Year and employees who register a motor vehicle after the beginning of the Fiscal Year, shall pay a motor vehicle registration fee (as determined above pursuant to paragraph A. 2) and are responsible only for the bi-weekly pay periods remaining in the Fiscal Year. Registration of vehicles and corresponding bi-weekly payments shall automatically renew, and the University shall provide at least ten business days notice to employees of automatic renewal through a general email announcement to university employees.
2. Employees may cancel registration for parking during a Fiscal Year by notifying the Rutgers Department of Transportation Services by opening a case via its customer service portal. Other forms of notification such as email, telephone call, text message or in-person will not be accepted. Said notification will become effective as soon as operationally feasible after the request has been made. Employees who cancel registration for parking during a Fiscal Year shall not be responsible for the bi-weekly

parking fee payroll deductions remaining in the Fiscal Year.

3. Separation from Rutgers will automatically terminate bi-weekly deductions after the point the notification of termination becomes effective, and the employee is no longer receiving regular pay from the university.
4. Employees who do not pay the annual motor vehicle registration fee may purchase up to ten (10) daily permits each Fiscal Year at the rate(s) established by the Rutgers Department of Transportation.
5. Sponsoring departments who have established event parking may register employees who are attending or working the event for the event parking.
6. Section B shall be effective July 1, 2023.

Article 30 – Personnel Files

Only employees deemed as authorized by the University shall have access to employee personnel files. All employees shall have reasonable access to their central personnel files to review their employee records. The request for review of such records shall be made in writing in advance to UHR and such review shall be during regular office hours. An employee may respond in writing to any document in the file. Such response shall become a part of the file.

In addition, upon a specific written request by an employee, the URA-AFT, through a designated steward or URA-AFT officer, shall have the right to review that employee's file. Such request for review shall state the reason for the request and shall be scheduled in advance with UHR and shall take place during regular business hours. Grievances shall not be a part of the employee's personnel file. When any such documents are found in the central personnel file, they shall be removed.

When a new position is posted, the job description provided in the job posting will be made a permanent part of the personnel file of whoever is hired for the position. The employee's central personnel file will be maintained by UHR. This information will be made available to the employee within seven days of a written request.

Employees may request a copy of their position description from the format in which it exists from their supervisor. If requested by an employee, the position description will be placed in the employee's central personnel file.

Article 31 – Political Check-off

To the extent permitted by law and as described more particularly in Appendix C and Appendix D to this Agreement, as soon as practical after the effective date of this Agreement, the University shall upon presentation of a proper and duly signed authorization form, deduct from the salary of each employee in the collective negotiations unit the sum authorized by the employee, not to exceed

the limits prescribed by law, for the purpose of contributing to the AFT Committee on Political Education (COPE). This provision applies to present and future members and non-member employees in the collective negotiations unit.

The fee deductions referred to above shall be forwarded to URA-AFT in accordance with the provisions of applicable law and as described more particularly in Appendix C and Appendix D to this Agreement.

Article 32 – Printing of Agreement

Rutgers shall post the collective negotiations Agreement between Rutgers and the Union of Rutgers Administrators – American Federation of Teachers Local 1766 on the University Human Resources website.

Article 33 – Probationary Employees

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

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

Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the 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 their decision approving or denying attendance at professional conferences, workshops, seminars or conventions in writing within 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 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 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 36 – Removal of URA Employee/Titles from the Bargaining Unit

1. The University shall provide notice to the URA-AFT when an employee and position are removed from the bargaining unit.

2. Requests by the URA-AFT for documentation in support of the removal of an employee and position from the bargaining unit shall not be unreasonably denied.

3. If the URA-AFT disagrees with the decision of Rutgers to remove an employee and position from the bargaining unit, the URA-AFT shall retain all rights under law to challenge the decision of Rutgers, including direct filings for arbitration, and Rutgers shall retain all rights, remedies and defenses against any claim filed by the URA-AFT.

Article 37 – Retirement and Life Insurance Benefits

Eligible employees shall participate in the Public Employees' Retirement System or the Alternate Benefits Program consistent with the rules and regulations governing these programs, and any changes in the rules and regulations made by the State of New Jersey.

Article 38 – Health and Safety

Rutgers and the URA-AFT agree to establish jointly a committee chaired by a designee of Rutgers Environmental Health and Safety (REHS) to discuss mutual problems concerning employee safety and environmental health. Upon request in writing to meet by either party, the committee meeting must convene within twenty (20) business days unless mutually extended. Immediate safety problems should be reported to an appropriate supervisor or to REHS. The URA-AFT may appoint four (4) employees who shall not lose pay for the time spent at committee meetings. The URA-AFT may invite representatives from other unionized bargaining units to attend meetings to discuss mutual issues of concern.

On June 14, 2023, a coalition of Rutgers Unions which includes URA-AFT and the University agreed to the following:

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 the 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, the 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 are 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.

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 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.

2. Hiring authorities must 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) when setting the promotional salary increase.

3. A minimum of five (5) percent up to a maximum of fifteen (15) percent increase to the employee's salary at the discretion of the hiring authority. An additional factor to take into consideration is whether the promotion results in an increase in the standard number of hours

worked per week.

4. A Vice President, Vice Chancellor, or Provost may request that an exception be made to provide an increase in excess of the above parameters. Exception requests should be forwarded to the Senior Vice President for Human Resources and Organizational Effectiveness or their designee.

B. Effective Date of Promotion

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

III. Lateral Move

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

IV. Job Reclassification

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

A. When a position has been reclassified to a higher range or grade, the effective date of the upward reclassification will be the payroll begin date following receipt of the completed request for reclassification materials by UHR. 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 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. 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 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 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 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 or 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 their 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.

X. Exceptions

Exceptions to this article may be granted only by the Senior Vice President for University Human Resources or their designee following written request by a dean, director, or department head.

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

Article 40 – Salary Grade Structure and New Job Titles

I. Salary Grades

All positions in the bargaining unit are assigned to one of the salary grades in existence prior to certification of the URA-AFT as the exclusive representative and these salary grade assignments shall continue unless changed pursuant to the position reclassification system set forth in Article 35.

There is a minimum, midpoint and maximum salary for each salary grade. The salary grades for each year of this Agreement are attached in Appendix E.

The job titles included in this bargaining unit as of the effective date of this Agreement and the corresponding salary grades are attached in Appendix F.

II. New Job Titles

New job titles established by the University after the effective date of this Agreement that are included in the URA-AFT bargaining unit shall be assigned a salary grade by the University according to its position classification system. The University then will provide the URA-AFT with a copy of the position description and the salary grade that has been assigned. Within fifteen (15) working days after receipt of this information, URA-AFT may ask UHR that the salary grade assigned to the new position be reconsidered. URA-AFT may submit any relevant information to UHR to be considered in its reconsideration. UHR will inform URA-AFT of the result of this reconsideration and will provide a written explanation why the salary grade assigned is appropriate. If the salary grade is different than the salary grade originally assigned, salary adjustments, if any, shall be implemented in accordance with Article 39 – Salary Adjustments.

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 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 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 their 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

URA-AFT unit employees shall receive a retroactive across the board salary increase in the amount of 4%, effective July 1, 2022. To be eligible for this payment, members of the unit must be on the University's payroll in a URA negotiations unit position 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.

2. Fiscal Year 2024

URA-AFT unit employees shall receive a retroactive across the board salary increase in the amount of 3.75%, effective July 1, 2023. 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 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, 2023.

3. Fiscal Year 2025

URA-AFT unit employees shall receive an across the board salary increase in the amount of 3.5%, effective July 1, 2024. 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 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.

4. Fiscal Year 2026

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 full-time equivalent (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 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.

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.

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.

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 their 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 they were 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 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.

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 is notified of the raise.

Article 42 – Seniority and Layoff

I. Seniority

A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service in the bargaining unit. In the event employees have the same seniority date, their respective seniority shall be determined by the date of commencement of employment at Rutgers. If employees continue to have the same seniority date, their respective seniority shall be determined by alphabetical order of their last names.

B. The Office of University Labor Relations shall maintain seniority lists of employees, including the date of hire, and if applicable, the date of transfer into the bargaining unit. Copies of seniority lists shall be furnished quarterly to the URA-AFT.

II. Layoffs

A. Layoff shall be defined as the elimination of a position or positions within a particular work unit. A work unit is a budgetarily discrete academic or administrative entity. The URA-AFT shall be informed of all notices of layoff.

B. In the event of layoff, the following shall apply:

1. Where one or more employee(s) in the same title performing the same functional tasks in the same work unit is being laid off, layoff shall be implemented in reverse order of seniority, provided the senior employee has the requisite qualifications and abilities to perform the work available.

2. With respect to laid off employees who have provided current contact information to UHR, the following shall apply:

a. The employee who is being laid off may meet with UHR's designee to identify open positions for which they may be

qualified, including but not limited to the title currently held. The laid off employee may apply for and will be interviewed and considered for such open positions for which they meet the requisite qualifications.

b. However, where more than one laid off employee meets the requisite qualifications for an open position, up to three laid off employees, as determined by seniority, shall be interviewed and considered.

c. Candidate selection for all open positions will be at the sole and exclusive discretion of the hiring department.

C. Any employee who is laid off and has not been placed pursuant to Section B above shall be placed on a preferred recall list for a period of up to thirty (30) months. During this period, a laid off employee shall be entitled to apply for any vacant URA-AFT position, and if they have the requisite qualification and ability to perform the work shall be interviewed and considered for that position. Candidate selection for all open positions will be at the sole and exclusive discretion of the hiring department.

D. If a position within the same title within the same work unit from which the employee was laid off is restored during the thirty (30) month recall period, the employee who previously held the position shall be recalled. If more than one employee in the same title has been laid off from the same work unit they shall be recalled to those restored positions in order of seniority.

E. Upon recall to employment an employee shall retain all seniority rights and benefits prior to being laid off and shall immediately begin to accrue additional seniority for all purposes.

F. Employees hired on a 10 month basis shall not be entitled to utilize the provisions of this Article during the 2 month period during which they are not employed.

G. The following shall also apply to laid off employees during the 30 month preferred recall period:

1. For employees rehired into a different position or recalled pursuant to paragraph D above within 12 months of the last day of work, vacation accrual will begin with the first complete calendar month worked. Vacation allowance will be based on years of continuous employment as a regularly-appointed staff member immediately preceding layoff.

2. For employees rehired into a different position or recalled pursuant to paragraph D above within 24 months of the last day of work, any unused sick leave accrued under the former employment will be carried forward to be credited toward sick leave payment at retirement as well as for other authorized use.

3. For employees rehired into a different position or recalled pursuant to paragraph D above within 12 months of the last day of work, there will not be another probationary period.

III. Layoff Notice

A. The University agrees that prior to laying off employees (as layoff is defined in Section II.A), it will, except in case of emergencies, give notice of five (5) working days for each full year of service, except that the minimum notice will be thirty (30) working days notice and the maximum notice will be one hundred twenty five (125) working days.

B. During a laid off employee's notice period, they may request time to seek other employment either through use of vacation, administrative leave, adjusted work schedule, or leave without pay. Such requests shall not be unreasonably denied. All vacation should be used prior to the effective date of the layoff if possible. However, the employee will be compensated for any earned vacation that might remain at expiration of notice period.

C. The above notice provisions do not apply to a temporary layoff of sixty (60) calendar days or less.

D. With respect to employees whose positions are funded in whole or in part by grants or contracts, employment is dependent upon the continued availability of grant or contract funds. Where there is a known scheduled expiration date of a grant or contract, the University agrees to provide notice to the affected employee(s) of such expiration thirty (30) days prior to the expiration date of the grant or contract. In all other cases, the University agrees that as soon as practicable, it will inform employees of the anticipated expiration or cessation of the grant or contract.

Article 43 – Severability

The University and the URA-AFT understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no

force and effect, but it shall not affect the remaining provisions of this Agreement. Upon request of either party, the parties agree to meet and negotiate in good faith regarding the provision so affected. In such event, after three (3) negotiations sessions, either party may enlist the assistance of a mutually agreed upon mediator with the cost to be shared equally by the parties. The parties agree to meet with the mediator (together or separately as the mediator recommends) for no more than three (3) meetings. There shall be no further impasse procedures in connection with these negotiations.

Article 44 – Sick Leave

Sick leave is defined as a necessary period of absence because of the employee's own illness or for exposure of the employee to contagious disease.

Sick leave may also be used for pre-planned medical and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one weeks notice if possible. Requests shall not be unreasonably denied. All requests shall be consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.

The meaning of sick leave may be extended to include a charge to the employee's accrued sick leave time to provide medical care to a seriously ill family member as defined in the special circumstances described below. The number of days that the employee may charge to accrued sick leave time for the special circumstances described in sections 1 and 2, below, shall not exceed a total of fifteen (15) days per fiscal year.

The meaning of sick leave shall also be extended to include the following Special Circumstances:

1. Emergency Attendance

   Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather) who is seriously ill.

2. Medically Certified Care.

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

designated in Appendix I. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

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

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

Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year [fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days.]

Unused sick leave is cumulative.

Employees are expected to notify their supervisor preferably by telephone at least fifteen (15) minutes before their scheduled start time on the work day on which sick leave is used and to keep the supervisor adequately informed should the absence extend beyond one day.

Employees who require more sick leave than accumulated will have their pay adjusted accordingly except that the employee may charge such time to vacation or administrative leave. In such cases, all sick leave policies will apply. Employees may request that the supervisor make available for the employee's review a current record of the employee's sick leave, such request will not be unreasonably denied.

Credit will be granted for documented unused sick leave accumulated during periods of previous employment at Rutgers.

Credit will also be granted for documented unused sick leave accumulated at an agency of the State of New Jersey, including a state college or university, when the individual comes to work in an eligible position at Rutgers with no break in service from the date of termination at the previous state agency.

No cash payment is made for unused sick leave except upon retirement in accordance with state legislation and implementing regulations. If the employee had a break in service, sick leave accumulated prior to the break will not be included in the lump sum calculation unless the break occurred as the result of a layoff. Further details of this payment appear in University Policy Library Section

60.3.17 Unused Sick Time - Policy on the Administration of Payments to University Staff Retirees.

Article 45 – Ten-Month and Part-Time Employees

Employees appointed on a regular 10-month basis (those employed for the standard academic year) receive all benefits included in this Agreement on a pro-rata basis except for holiday pay which will be granted only for those holidays that fall during the academic year.

Employees appointed on a regular part-time basis receive all paid time off benefits for which they are eligible on a pro-rata basis.

Article 46 – Tuition Remission Benefits

Regularly appointed employees who are appointed on a full time basis as of the first day of class for the semester in which tuition remission is sought may qualify for tuition remission for themselves and their dependent children subject to, and as set forth in, the University's Educational Benefits policy in Section 60.2.1 of the University Policy Library so long as employees and their dependent children comply with all administrative and academic requirements. This benefit shall extend to dependent children of employees who are enrolled as part time students in an undergraduate program studying for the first baccalaureate degree.

Article 47 – Union-Employer Information Exchange

A. The URA-AFT agrees to furnish to the University a complete list of all officers and representatives of the URA-AFT, including titles, addresses, campus phone numbers and designation of responsibility, and to keep such list current.

B. The University agrees to furnish to the URA-AFT access, via the Union Library, to a register of the employees covered by this Agreement. The register shall be in the form of an Excel file made available electronically, with the following fields, if the information is on file with the University:

1. Last Name
2. First Name
3. Home Address
4. Title
5. Job Class Code
6. Grade
7. Annual Base Salary
8. Position Number (if applicable)
9. Department
10. Campus Address
11. Campus Phone Extension
14. Percent Time
15. Employment Date
16. Gender
17. Layoff Status and Date
18. Leave Status
19. Retirement Date
20. Home Phone Number
21. Employee's Office/Room Number
22. Work Email Address
23. Home Email Address
24. Unit-Division-Organization Code

12. 10 or 12 month
13. Workweek Designation
25. Temporary appointment end date (if applicable)

C. The University agrees to provide the URA-AFT, on a monthly basis, with the posted job vacancy notification for every position that was posted in that month and will provide a copy of each generic position summary for union titles when and if they are developed.

D. The University further agrees to provide the URA-AFT, by way of being copied on emails to employees, notifications of all reclassifications within the union and notifications of in-grade salary adjustments within the union.

Article 48 – Union Leave

The University shall grant unpaid leave without the payment or the accrual of benefits for up to three (3) employees (at any one time) who become URA-AFT officers/employees. Seniority shall continue to accrue during such leave.

Such employees shall be entitled to reemployment by Rutgers to their position, if it exists at the time of application to return to Rutgers' employment, or to a similar position, if one exists, providing that their absence does not exceed ten (10) years and application is made within ninety (90) calendar days immediately following separation from union office/union employment.

Article 49 – Union Representatives

Authorized representatives of the URA-AFT, who are not employees of Rutgers, shall be admitted to the premises of Rutgers under the condition that reasonable access to workplace and facilities will be granted so long as it does not interfere with or disrupt ongoing work or university activities and operations. Prior to entering the premises of Rutgers, the URA-AFT representatives shall make their presence and destination known to the Office of University Labor Relations or the Department/Unit Head or their representative responsible for the area to be visited.

Stewards [not to exceed eighty-eight (88) in number throughout the University] shall be designated in specific, geographic areas. Names of the employees selected to act as Stewards and their areas of responsibility who represent employees shall be certified in writing to the Office of University Labor Relations annually in January by the Local Union.

Stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The URA-AFT President or their designee shall be granted a reasonable amount of time during their regular working hours, without loss of pay to present, discuss

and adjust grievances with Rutgers, provided such person is an employee of Rutgers. When a designee is assigned to act in a particular grievance, the URA-AFT will give Rutgers prior notice. Neither a steward, nor a Union officer, nor a designee shall leave their work without first obtaining permission from their immediate supervisor, which permission shall not be unreasonably withheld.

The URA-AFT may have eleven (11) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee. Rutgers agrees that these members shall not lose pay for time spent during their regular working hours for attendance at negotiations sessions.

Rutgers agrees to permit authorized representatives of the URA-AFT employed by Rutgers to take time off without loss of pay for the purpose of attending union conventions, conferences and educational classes, provided that the total amount of such time off without loss of pay shall not exceed fifty (50) days per fiscal year of this Agreement. Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of University Labor Relations.

In addition Rutgers agrees to permit authorized representatives of the URA-AFT employed by Rutgers to take time off without pay for the purpose of attending union conventions, conferences and educational classes. The total amount of time off without pay shall not exceed twenty-five (25) days in the first fiscal year of this agreement, twenty (20) days in the second fiscal year of this agreement, and fifteen (15) days in the third fiscal year of this agreement.

The union shall give two (2) weeks of notice to the Office of University Labor Relations concerning authorized representatives who will need unpaid release time to attend Union conventions, conferences and educational classes.

Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of University Labor Relations.

The URA-AFT shall be permitted to meet with new employees in URA-AFT covered positions for thirty (30) minutes immediately following the completion of regularly scheduled new employee orientations conducted by University Human Resources. Such new employees must report, unless otherwise excused, back to their employing units following said meeting with the URA.

Article 50 – Union Security

A. Union Dues

Rutgers agrees to deduct from the paycheck the biweekly union dues of each bargaining unit member, as defined herein, who furnishes a voluntary written authorization to the URA-AFT for such deduction, on a form acceptable to Rutgers. The URA-AFT shall remit signed authorization forms to the Office of University Labor Relations. Employees who have authorized the payroll deduction of dues to the URA-AFT may revoke such authorization by providing written notice to the Office of University Labor Relations and to the Union during the ten (10) days following each anniversary date of their employment. An employee's notice of revocation of authorization for the payroll deduction of union dues shall be effective on the 30th day after the employee's anniversary date of employment. The amount of union dues to be deducted by Rutgers from the bargaining unit member's paycheck shall be in such amount as may be certified to Rutgers by the URA-AFT at least thirty (30) days prior to the date on which deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by Rutgers to the URA-AFT every four (4) weeks together with a list of the names of bargaining unit members from whose pay such deductions were made.

If after Rutgers receives a proper notice from an employee revoking dues authorization, Rutgers mistakenly deducts dues from the employee and transmits dues to the URA-AFT, the union shall be solely responsible for returning to the employee the dues it has received under the provisions of this Agreement.

B. Indemnification

The URA-AFT hereby agrees to indemnify and save harmless the University from any claim, suit or action, or judgments, which may be brought at law or in equity or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as dues under the provisions of this Agreement.

Article 51 – University Closings

A. For a day or days when the University is officially declared as "Closed" by the President or appropriate Vice-President, employees shall not be required to charge vacation days, administrative leave, or personal holidays to avoid loss of pay.

B. In addition, on any day or days in which all classes are cancelled on a particular campus (Camden, Newark, or New Brunswick) by the appropriate Vice-President or Provost due to a weather or other emergency situation, the following will apply regarding attendance:

Lateness – The employee shall notify their supervisor as soon as possible

if it is necessary to be late in reporting to work. The employee may charge any lost time to administrative leave, vacation, or personal holiday if available. If no such time is available, the employee will have their salary appropriately adjusted for the lost time. There will be no disciplinary action taken for such lateness.

Absence – The employee shall notify their supervisor as soon as possible if it is necessary that they be absent. The employee may charge the day to administrative leave, vacation, or personal holiday if available, or will have their salary appropriately adjusted. There will be no disciplinary action taken for such absence.

Leaving Early – The employee must request and receive permission from the appropriate supervisor to leave early. Such permission shall not be unreasonably denied. Employees who are allowed to leave early may charge the time to administrative leave, vacation, or personal holiday if available. If no such time is available, the employee will have their salary appropriately adjusted for the lost time.

C. Sections A and B of this Article do not apply to those employees previously designated as “essential” personnel. Essential personnel are required to report to work and remain at work unless advised differently by an appropriate supervisor.

D. Members of the bargaining unit who are regularly assigned to work at county offices, facilities or buildings not subject to the operating policies or rules and regulations of Rutgers shall follow the operating status declarations of such county offices, buildings or facilities during severe weather conditions or other such occurrences affecting the opening/closing/operating status of such office, building or facility. For example, an employee regularly assigned to a New Jersey County Office shall not be required to report for work if said Office is closed due to severe weather conditions despite the fact that Rutgers, or one of its campuses or subdivisions, has not been declared closed. Similarly, an employee so assigned shall be required to report for work at a County Office if said Office has not been declared closed for a severe weather condition even though Rutgers, or one of its subdivisions, has been declared closed.

Article 52 – University Policies and Procedures

Rutgers and the URA-AFT agree that all members of the bargaining unit shall enjoy and be subject to all University regulations, procedures and the University Policy Library applicable to administrative employees except as may be otherwise set forth in this Agreement. There shall be no duplication or pyramiding of benefits. During the life of this Agreement, any change in University regulations, procedures, or in the University Policy Library that constitutes a

change in a mandatorily negotiable term and condition of employment for members of the bargaining unit shall be negotiated. The University will provide the URA-AFT with notification of any additions or changes to University Policies at the time of adoption or revision.

Article 53 – Use of University Facilities, Campus Mail & Equipment

A. Use of University Facilities

Rutgers shall provide authorized representatives of the Union with access to members of the negotiations unit as follows:

1. The right to meet with individual negotiations unit employees on the premises of Rutgers during the work day to investigate and discuss grievances, workplace-related complaints and other workplace issues.

2. The right to conduct work site meetings during lunch and other non-work breaks, and before and after the workday, on Rutgers premises to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the union, and internal Union matters involving the governance or business of the Union.

3. The right to meet with newly-hired negotiations unit employees, without charge to the pay or leave time of the employees, for no more than 120 minutes at a University Human Resources, Human Resources-Newark or Human Resources-Camden new employee orientation. Rutgers shall provide the Union with a list of new negotiation unit employees attending new employee orientation no later than noon of the preceding business day.

4. The access to negotiations unit employees set forth in subsection 1 through 3 above shall be subject to the following: The Union will follow all regular University procedures applicable to reserving and using University buildings, facilities, or rooms. The Union's access shall not interfere with University operations. All group meetings shall be conducted at reasonable times. The Union may be charged for maintenance, security and other costs related to the use of the building, facility, or room that would not otherwise be incurred by the University.

5. The URA-AFT shall have the right to make reasonable use of the University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The URA-AFT shall pay reasonable costs as established by the University for the use of equipment.

B. Campus Mail

1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the URA-AFT newsletter to its bargaining unit members. The URA-AFT will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.

2. The URA-AFT shall indemnify and save harmless the University against any and all claims, demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel fees and other costs of defense, that shall arise out of or by reason of any action taken by the University to comply with Section B.1. above, including liability for United States Postal charges, or that arise out of or by reason of actions taken by the University in connection with defending the legality of this indemnification provision. The URA-AFT shall remit payment for said fees and costs to the University within 30 days after receipt of a detailed statement of services rendered in connection with said defense. If full payment is not remitted within 30 days, the University's obligation pursuant to Section B.1. shall be suspended for so long as this statement of services remains unpaid.

   The University shall retain its right to determine the course of conduct, including but not limited to, the right to select counsel and determine strategy, in any action arising out of or by reason of the provisions of this Section B.

   In the event this indemnification provision is found by any court or administrative agency of competent jurisdiction to be illegal or against public policy, then the University's obligation under Section B.1 above shall terminate.

C. Electronic Communication

1. The URA-AFT and its officers and stewards shall have the right to use the email systems of the University to communicate with negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. The Union will comply with all policies and guidelines of the University Office of Information Technology when using the University's email system.

2. The URA-AFT shall be entitled to utilize services such as online event calendars to notify bargaining unit members of union activities so long as said services are generally available for use by the University community. The URA-AFT further agrees that such use shall conform to any policies and procedures that may be adopted by the University for use of such services and that apply equally to all such notices.

D. The URA-AFT agrees that meetings conducted in Rutgers buildings and other facilities that are owned or leased by Rutgers pursuant to this Article shall not be for the purpose of supporting or opposing any candidate for a partisan political office, or for the purpose of distributing literature or information regarding partisan elections.

Article 54 – Vacation

Employees covered under this agreement shall enjoy and accrue vacation as set forth in University Policy Library Section 60.3.10-Vacation For Staff Members, except that effective July 1, 2008, 35 hour, 37.5 hour (NE) and 40 hour employees shall, upon their tenth (10th) anniversary date of service, accrue vacation at the rate of 1.66 days per full month worked through the completion of twenty years (20) of service, after which the subsequent accrual rates set forth in the Policy will apply.

Article 55 – Vision Care Program

Full-time employees covered under this agreement and their eligible dependents (unmarried children under the age of 23) are eligible to participate in the Vision Care Program established by the University. This program shall provide for up to a $45 reimbursement for single vision corrective lenses and up to a $50 reimbursement for bifocal or trifocal corrective lenses.

Employees and eligible dependents are entitled to receive one reimbursement for lenses purchased over a two year period, with each two year period determined by the University.

Article 56 – Direct Deposit

All employees shall be eligible for Direct Deposit.

Employees must enroll in Direct Deposit by completing the Direct Deposit Authorization form in Employee Self-Service.

For those employees who are unable to participate in Direct Deposit, if it is deemed operationally feasible, the University shall provide employees with an

alternative electronic payment such as a payroll Debit card in lieu of a hardcopy paycheck. If other electronic payment methods are offered by the University in the future, the employee may alternatively elect to utilize such methods.

Article 57 – Federal Family & Medical Leave, New Jersey Family Leave, New Jersey SAFE Act Leave

Notwithstanding any other provisions in this Agreement or in University policies, in the event that an employee is eligible, as set forth by Federal or State statute, and takes a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), or the New Jersey SAFE Act, accrued sick time or sick leave must be used concurrently with the leave permitted by the statutes.

In the event that an employee exhausts accrued paid sick time or sick leave (or, if the employee does not have paid sick time or sick leave accruals to charge concurrently with an approved leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid, unless the employee elects to use any other accrued paid time off concurrently. All such leave requests shall be processed in a manner consistent with medical confidentiality.

Leave for an employee's own serious health condition:

If an employee is approved for medical leave for their own serious health condition, only accrued sick time must be used concurrently with the statutory leave, unless the employee elects to use any other accrued paid time off concurrently following the exhaustion of all accrued sick time.

If after an employee has exhausted the leave granted to them pursuant to the FMLA or New Jersey SAFE Act, the employee is still unable to perform the duties of their position because of their own serious health condition and has remaining accrued sick time available, the employee shall be permitted to extend their leave of absence by utilizing any remaining accrued sick time provided that the employee provides medical certification substantiating their need for such extension due their own serious health condition.

If after an employee has exhausted the leave granted to them pursuant to the FMLA or New Jersey SAFE Act and has exhausted their accrued sick time, and the employee is still unable to perform the duties of their position because of their own serious health condition, the employee may be permitted to extend their leave of absence by seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). While such a request is pending, an employee may elect to use any other accrued paid time off. If a leave of absence is approved as a form of reasonable accommodation under the ADA or NJLAD, the employee may elect to

use any other accrued paid time off during the leave of absence. To seek additional leave as an accommodation, the employee must submit such a request to Rutgers Office of Employment Equity and comply with the reasonable accommodation process.

Leave to care for a family member:

If an employee is approved for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care, only accrued sick time or sick leave must be used concurrently with any statutory leave**,** unless the employee elects to use any other accrued paid time off concurrently with statutory leave following the exhaustion of all accrued sick time or sick leave.

Leave under the New Jersey SAFE Act:

If an employee is approved for leave under the New Jersey SAFE Act, the employee may elect to use accrued paid time off concurrently during such leave (or, if the employee has no accrued paid time off available, the balance of the leave will be unpaid).

Article 58 – 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 parking spaces near any worksite where negotiations unit 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 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.

Article 59 – Flexible Work Arrangements

All negotiations unit employees are eligible to request Flexible Work Arrangements (hereinafter “flexible work arrangement(s)”). Requests for flexible work arrangements shall not be unreasonably denied. This article shall not void any prior designated work schedules. A department may offer a flexible work arrangement based upon the nature of the work performed and departmental

and/or university needs. An employee may also initiate a request for a flexible work arrangement with their supervisor. In either case, the department should enter into a University Flexible Work Arrangement, only if it is determined that the employee and the employee's position are suitable for a flexible work arrangement.

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

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

I. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II. Remote Work

A. Types of Remote Work Arrangements:

Remote work shall be scheduled as follows:

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

2. **Hybrid**:

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

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

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

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

5. **Fully Remote**: The appropriate Cabinet Officer and Senior Vice President of Human Resources may approve a fully remote work agreement for a period not to exceed one year and may be renewable on a yearly basis. These employees perform job responsibilities at an alternate work location in NJ, NY, PA, or DE

within a commutable distance to the employee's assigned work location**.** In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary.

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

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

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

C. Effect on Employee's Leave

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

D. Alternate Work Location

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

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

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

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

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

E. Equipment, Costs, and Expenses

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

The University will supply IT equipment, non-IT equipment, and office supplies, at its discretion, only for the employee's primary Assigned Work Location, be it on-campus or remote. The University will not reimburse employees for out-of-pocket expenses for materials and supplies that are normally available at the employee's assigned work location. Any additional equipment is the responsibility of the employee. There will be no reimbursement for printing, cell phone, internet or home-office furniture set up. Except as provided above, all costs, whether relating to the initial set-up or the maintenance of an alternate work location, will be borne by the employee. The University does not assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes or other alternative work locations.

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

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

F. Accountability and Availability

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

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

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

G. **Assessment**

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

III. **Flexible Work Schedules**

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

A. Forms of Flexible Work Schedules

1. Flex Workday

    The features of a Flex Workday are as follows:

    a. A variable daily schedule with a pre-defined start and end time that may differ from the regularly scheduled workday but revolves around a fixed number of hours, which may vary by employee; or

    b. A spilt schedule whereby an employee works a full workday with a specific number of hours in two or more periods; and

    c. A meal break of at least thirty (30) consecutive minutes.

2. Compressed Workweek

a. Features of a Compressed Workweek

i. A regularly-repeating weekly, or bi-weekly, schedule that is shorter than five uniform and consecutive days in one workweek, or ten uniform and consecutive days in two workweeks, respectively;

ii. A regular workweek (e.g., 35, 37.5 or 40 hours) that is executed over the shortened period of time so that there are fewer but longer days in the new workweek(s);

iii. A workday that is for a specific number of hours, not including a meal break, during which the employee must be at work;

iv. A meal break of at least thirty (30) consecutive minutes; and

v. One regularly-scheduled day off that the employee receives as a result of the compression of the workweek(s). The regularly scheduled day off may be any day during such workweek(s), mutually agreed upon by the employee and their supervisor, which shall repeat with regularity.

b. Examples of Compressed Workweek Arrangements

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

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

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

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

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

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

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

B. Flexible Work Arrangements for Part Time Employees

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

C. Holidays and other Paid Leave Days

1. The value of a holiday or paid leave day is equal to 1/5 of the employee's regular workweek.

2. If a holiday falls, or paid leave day is taken, on an employee's regularly scheduled day of work, the employee shall receive the day off. If due to the Compressed Workweek Arrangement the length of the employee's workday is greater than the value of the holiday or paid leave day, the difference must be charged to another form of time or to leave without pay.

3. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an alternate day off within the same workweek. If due to the Compressed Workweek Arrangement the length of the employee's workday is greater than the value of the holiday, the difference must be charged to another form of time or to leave without pay.

4. If an employee is directed to work on a holiday, the employee shall receive pay for the holiday. Additionally, if non-exempt, the employee shall receive time-and-one-half premium pay for all hours worked on such holiday.

5. Current University policies for recording holiday time remain applicable.

IV. Process

Approval of flexible work arrangements must follow the established processes as set forth by the University.

If an employee's request for a flexible work arrangement is denied, a written explanation shall be provided to the employee along with the notice of denial. The Department Needs Assessment and Team Agreement may serve as the written explanation.

If a flexible work arrangement request cannot be supported given the results of the Department Needs Assessment and Teams Agreement, an employee may still

submit the request into the Flexwork@RU System. The employee must attest to understanding the department operational needs, wants to submit a request based on specific circumstances, and provides supporting details for the request in the Flexwork@RU System. Department Heads will need to review the application and make a determination if the flexible work arrangement can be supported based on the additional details provided by the employee.

Any requests for a reasonable accommodation must be submitted to the Office of Employment Equity in University Human Resources.

A University Flexible Work Agreement may be discontinued by either the employee or the department upon written notice via email or some other method. Departments should give a minimum of fourteen (14) calendar days' notice of discontinuance unless extenuating circumstances make such notice impracticable. The employee should give as much notice as is reasonably necessary to facilitate resumed reporting to the work location.

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

VI. Dispute Resolution

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

Article 60 – Temporary and Casual Employees

Negotiations unit members appointed to a Class 1 position will normally not have a predetermined end date to their employment. Effective January 1, 2024 and ending June 30, 2026, the parties agree to a pilot program under which the University may appoint negotiations unit members to a Class 1 position with a term of appointment of one (1) year or less in the following circumstances:

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

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

UHR shall provide notice of the end date of these appointments and any extensions either through Article 47 or some other method agreed to by the parties should that means not be operationally feasible.

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

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

Article 61 – 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.

Article 62 – Term

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

Rutgers, The State University of New Jersey

By:

David A. Cohen

Harry M. Agnostak

Julie Cartegna-Jones

Jeffrey T. Maschi

Christopher Zigre

Union of Rutgers Administrators – American Federation of Teachers; URA-AFT, Local #1766

By:

~~Leigh-Anne Cobb (Feb 21, 2024 12:23 EST)~~
Leigh-Anne Cobb

~~Joshua Eaise (Feb 21, 2024 15:34 EST)~~
Joshua Eaise

~~Justin Esperon (Feb 21, 2024 11:06 EST)~~
Justin Esperon

~~Isaac Jiménez (Feb 22, 2024 15:03 EST)~~
Isaac Jiménez

Mary Ellen Maguire

Mikaela Maria

~~Gregory Rusciano Marti (Feb 23, 2024 13:11 EST)~~
Gregory Rusciano Marti

~~Ira Mintz (Feb 27, 2024 14:23 EST)~~
Ira Mintz

Josephine Nagle
~~Josephine Nagle (Feb 23, 2024 12:36 EST)~~
Josephine Nagle

Barbara Nowakowski
~~Barbara Nowakowski (Feb 21, 2024 10:45 EST)~~
Barbara Nowakowski

~~Christine O'Connell (Feb 21, 2024 10:56 EST)~~
Christine O'Connell

Jack Ouligian
~~Jack Ouligian (Feb 21, 2024 12:30 EST)~~
Jack Ouligian

On behalf of the entire URA-AFT Negotiations Committee:
Barry Bailey, Charles Basden, Diana Byrd, Leigh-Anne Cobb, Ryan Csordas, Alexandra DelCollo, Joshua Eaise, Justin Esperon, Isaac Jiménez, Mary Ellen Maguire, Mikaela Maria, Josephine Nagle, Barbara Nowakowski, Christine O'Connell, Jack Ouligian, and Alessandra Sperling.

Side Letter Agreement Between URA-AFT (Union) and Rutgers University Regarding Community Assistant Trainee I and Community Assistant Trainee II Positions

December 4, 2007

1. Effective June 30, 2008, all employees in the title of Community Assistant Trainee II will be reclassified into the title of Community Assistant Trainee I with a corresponding increase in compensation, in accordance with Article _, Salary Adjustments, and increase in job responsibilities. The title of Community Assistant Trainee II will be abolished.

2. Effective June 30, 2009, all employees in the title of Community Assistant Trainee I will be reclassified into the position of Community Assistant II with a corresponding increase in compensation, in accordance with Article _, Salary Adjustments, and increase in job responsibilities. The title of Community Assistant Trainee I will be abolished.

3. The current Salary Range compensation structure for Community Assistant Trainee II, Community Assistant Trainee I, Community Assistant II and Community Assistant I positions will continue until such time as University Human Resources (UHR) places said positions into a Salary Grade compensation structure. UHR shall provide notice to the Union when such a placement occurs.

4. The Union further recognizes that the number of employees hired into the positions set forth in paragraphs one (1) and two (2) above are subject to the constraints of the funding sources for said positions.

URA-AFT

By: Darrin S. Nedrow

Darrin Nedrow

Rutgers University

By: Sandra Russell

Sandra Russell

Side Letter Agreement Between URA-AFT (Union) and Rutgers University (Rutgers) Regarding Union Initiation Fees and Assessments

November 28, 2007

To the extent permitted by law, the Union and Rutgers agree that if in the future union initiation fees or assessments are established by the Union, Rutgers will deduct said fees or assessments from the bi-weekly paycheck of union members in the bargaining unit as follows. The payroll deduction shall commence no sooner than thirty (30) days after receipt by Rutgers from the Union of a voluntary written authorization for such deduction(s) from each employee for whom such a deduction shall be made. The voluntary written authorization shall set forth the bi-weekly amount to be deducted.

The written authorization may be cancelled and the deduction terminated upon receipt by Rutgers of written notice of such cancellation by the employee.

Amounts deducted pursuant to this side letter agreement shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of employees from whose pay such deductions were made.

The Union hereby agrees to indemnify, defend and save harmless the University from any claim, suit or action, or judgments, including reasonable costs of defense which may be brought at law or in equity, or before any administrative agency, with regard to or arising from the deduction from salaries of any employee of any sum of money deducted under the provisions of this side letter agreement.

URA-AFT

By: Darrin S. Nedrow

Darrin Nedrow

Rutgers University

By: Sandra Russell

Sandra Russell

RUTGERS
University Human Resources

Office of Labor Relations
University Human Resources
Rutgers, The State University of New Jersey
Administrative Services Building II
57 U.S. Highway 1
New Brunswick, NJ 08901-8554

www.uhr.rutgers.edu
732-932-3020, Ext. 4040
Fax: 732-932-0018

May 18, 2010

Lucye Millerand, President
URA-AFT Local 1766
75 Paterson Street
New Brunswick, N.J. 08901

Re: Revised Vacation Policy Agreement

Dear Lucye:

Pursuant to our discussions on this date, the parties have agreed to the following:

1. Amend the Draft Vacation Policy 60.3.10 Section IV. Usage to read as follows: *Vacations must be scheduled at the convenience of each department according to departmental work requirements.* ***Requests for vacations shall not be unreasonably denied.*** *Any vacation time taken must be recorded in the Absence Reporting System as vacation time is used.*

2. An employee on vacation shall not be unreasonably required to return to work from said vacation unless an emergent situation has arisen which requires the employee's presence and no other employee is available or qualified to remedy the emergent situation. Upon request from the employee, the employee's supervisor shall provide within 14 days of the emergency a written explanation of the emergency.

3. An employee who returns to work from a scheduled vacation day in response to an emergency shall be compensated accordingly:

    1. Any overtime eligible employee who is recalled to work from a scheduled vacation shall be guaranteed a minimum of four (4) hours of work or compensation in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) hour minimum guarantee, which are required by the employee's supervisor.

    2. Any overtime ineligible employee, who is recalled from a scheduled vacation, shall be guaranteed a minimum of one (1) hour of compensatory time. Such employee shall be required to work all hours, in addition to the one (1) hour minimum guarantee, which are required by the employee's supervisor and shall be compensated with compensatory time for all such time worked.

RUTGERS
University Human Resources

4. If an employee is recalled to work from a scheduled vacation day(s) in June of a fiscal year and the employee is unable to reschedule the vacation day(s) during the same fiscal year, resulting in a potential forfeiture of such day(s) for excessive carryover, the employee shall not be required to forfeit such day(s). The employee shall be permitted to carry over such day(s) to the next fiscal year.

5. An employee who is recalled to work from a scheduled vacation and who is unable to return to work from the scheduled vacation shall not be subject to discipline.

6. An employee who makes a written request for vacation shall receive a written response to said request within 14 calendar days from the date the request is received. An employee who makes a written request for vacation more than 30 days in advance, of the requested date(s), shall receive a written response within 14 days from the date the request is received. The written response shall approve, reject or defer a decision to specific later date.

7. Effective 7/1/10 employees will be able to use accrued vacation time as soon as such time is credited (i.e. the following month).

8. As of July 2010, the vacation balance on the days remaining report in ARS will reflect all accrued vacation time (the sum of carryover amount, vacation time earned in previous year and vacation accrual to date).

9. A maximum of the number of days equivalent to the staff member's current years vacation accrual may be carried forward into the succeeding year. No employee will be able to carryover more than his or her accrual rate, the balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

Please indicate your agreement below:

Lucye Millerand

Harry Agnostak

Joyce S. Sago

Cynthia Davidson

Appendix A

RUTGERS POLICY

Section: 50.3.3

Section Title: Legal Matters

Policy Name: University Indemnification Policy

Formerly Book: 6.4.4

Approval Authority: Board of Governors

Responsible Executive: Vice President and General Counsel

Responsible Office: Office of the Vice President and General Counsel

Originally Issued: 5/1972

Revisions: 6/1977; 7/1985

Policy:

50.3.3 UNIVERSITY INDEMNIFICATION POLICY

The University, subject to the requirement of law and public policy of New Jersey and except as otherwise provided herein, shall indemnify to the full extent permitted by the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and any amendments thereto, any officer or employee acting as an agent of the University for any act or omission arising out of and in the course of the performance of the duties of his or her office, position or employment with the University, providing that the University shall have the right to conduct the defense, including the appeals of any such officer or employee, it being understood, as well, that the University shall defray all costs of defending such action, including reasonable counsel fees and expenses. Any such indemnification may be made by the University only as authorized in a specific case upon a determination that indemnification is proper under the circumstances because the officer or employee met the requisite standard of conduct set forth in the New Jersey Tort Claims Act.

This determination shall be made by the Vice President and General Counsel, who shall be generally responsible for the administration of the University Indemnification Policy. The Vice President and General Counsel may, however, in his or her discretion decide that it is appropriate to refer a particular matter to the Board of Governors for its determination. Such right of indemnification shall inure to the benefit of the legal representative of any such officer or employee.

The foregoing indemnification shall be in addition to, and not in restriction or limitation of, any privilege or power which the University may have with respect to the indemnification or reimbursement of its officers or employees.

All regulations and procedures are subject to amendment.

Appendix B

Dining Services Meal Program "Opt-Out" Form

_____ _____

Last Name, First Name (PRINT) Dining Services Unit and Campus Location

To: _____ _____

Supervisor Date

I voluntarily request to opt out of the Dining Services Meal Program due to my current work assignment in a non-dining facility where food is not served. I understand that should my work assignment change at any time to a dining facility where food is served, the Dining Services – Executive Director's Office will reinstate my participation in the Dining Services Employee Meal Program, and the meal charges will be reinstated to coincide with the effective date of my transfer.

_____ _____

Supervisor's Signature Employee's Signature

_____

Dining Services – Executive Director's Office

Cc: Dining Services – Executive Director's Office
Office of University Labor Relations
Payroll Services
Employee Copy
URA-AFT

Appendix C

AGREEMENT CONCERNING PAYROLL DEDUCTIONS FOR CONTRIBUTIONS TO COMMITTEE ON POLITICAL EDUCATION ("COPE") FOR EMPLOYEES REPRESENTED BY UNION OF RUTGERS ADMINISTRATORS, AMERICAN FEDERATION OF TEACHERS (URA-AFT), AFL-CIO ("URA-AFT" or "Union")

WHEREAS, URA-AFT has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") deduct from employees' wages contributions to the COPE; and

WHEREAS, during contract negotiations URA-AFT asked Rutgers to make such payroll deduction and Rutgers agreed, as described in Article 31 of the parties' collective negotiations agreement, and as described in this Appendix C and in Appendix D,

WHEREAS, URA-AFT and Rutgers acknowledge that Rutgers' agreement to implement payroll deductions for employees who choose to make contributions to COPE is not in any way an endorsement of COPE by Rutgers; and

WHEREAS, URA-AFT and Rutgers have entered into an Indemnification Agreement (Appendix D to the parties' collective negotiations agreement) executed simultaneously with this Appendix C for the purpose of indemnifying Rutgers against any liability arising from Rutgers' implementation of this payroll deduction program;

NOW, THEREFORE, the parties enter into this Appendix in order to set forth the parameters for administration of the payroll deduction for employee contributions to COPE ("payroll deduction") for employees represented by URA-AFT and for the purpose of prescribing the obligations which Rutgers will undertake in regard to this payroll deduction and the obligations which URA-AFT will undertake:

1. **General:** Responsibility for communicating to employees information about the payroll deduction resides with URA-AFT and not with Rutgers. However, URA-AFT representatives may not conduct any business whatsoever concerning this payroll deduction on work time. Furthermore, no resources of

Rutgers may be used with respect to the payroll deduction except as explicitly set forth in this Appendix.

2. **Marketing and Enrollment:**

a. Responsibility for communicating to employees information about the payroll deduction resides with URA-AFT.

b. URA-AFT acknowledges that the payroll deduction is not selected, sponsored, or endorsed by Rutgers or by the State of New Jersey and agrees not to make any representations to the contrary. URA-AFT agrees that no materials which are distributed concerning the payroll deduction will identify Rutgers or the State of New Jersey in any way as a sponsor or endorser and further agrees that such materials will include the following statement approved by Rutgers disclaiming any responsibility on the part of Rutgers for the information contained therein:

> The payroll deduction suggested by URA-AFT is not sponsored or endorsed
> in any way by Rutgers, the State University or by anyone on its behalf, or by the State of New Jersey. Rutgers makes no promises or representations of any kind whatsoever concerning this payroll deduction.

Such materials will clearly identify the representatives of URA-AFT who are responsible for administrative details of the payroll deduction such as inquiries and problem resolution.

URA-AFT will (within seven (7) days of the effective date of the collective negotiations agreement to which this is an Appendix) submit to Rutgers draft materials (letters) for the University's review and approval, which conform to the requirements as set forth herein. If additional materials for or about the payroll deduction are used to promote the payroll deduction or solicit applications that refer to Rutgers or the State of New Jersey they will be submitted to Rutgers' Office of Labor Relations for review before distribution in order to ensure that such materials comply with the provisions of this Appendix.

c. In the event that the University receives a COPE authorization form directly from an employee, rather than from URA-AFT, the University shall provide URA-AFT with a copy of the form at the time the next COPE deductions are sent to URA-AFT, and URA-AFT thereafter shall incorporate any changes on the next roster it provides pursuant to 4. c. below.

3. **Cancellations:** An existing payroll deduction may be cancelled with thirty (30) days notice to Rutgers from the employee. URA-AFT will prepare a cancellation notice (within seven (7) days of the effective date of the collective negotiations agreement to which this is an Appendix) for Rutgers' review and approval.

4. **URA-AFT Agrees:**

a. To provide to Rutgers evidence that COPE is properly registered as required by

applicable law complies with reporting requirements imposed by law and makes contributions only in compliance with applicable legal standards.

b. To accept on a monthly basis whatever payroll deductions have been authorized by this Appendix and to make the contributions to COPE.

c. To provide Rutgers by the first of each month a roster in a format to be specified by Rutgers with the name, social security number and biweekly deduction amount for employees in the collective negotiations unit who have authorized payroll deductions for COPE.

d. To provide for the University's review all authorizations signed by employees, all cancellations signed by employees and all documents related to adjustments or changes to the payroll deduction and to thereafter retain the documents.

e. To provide refunds to participants as necessary.

f. To be responsible for all administrative details such as inquiries, adjustments and problem resolution.

g. To make routine adjustments to recover previously remitted contributions to URA-AFT when Rutgers subsequently determines that such contributions should not have been credited to COPE due to the participant's having received unearned salary.

h. To implement new enrollments, adjustments, or cancellations prospectively only, with no retroactive adjustments, except as may be required by Paragraph 4.g. above and by Paragraph 5.b. below.

i. To notify Rutgers of the cancellation of payroll deductions by any participant by the first of the month prior to the month in which deductions are to be discontinued. To ensure that the amount that the employee deducts from each paycheck shall in no event exceed $5,000 per year, or such other amount as the law permits.

5. **Payroll Deductions:**

a. Rutgers will begin to take employee payroll deductions of fixed dollar amounts specified on the initial rosters to be supplied by URA-AFT, in a format specified by Rutgers, on or about thirty (30) days after receipt in Payroll Services of rosters. Such payroll deductions will begin on the first "benefits" payroll of each month and will be in the biweekly amount specified by URA-AFT provided the participant has sufficient net pay to cover this deduction after all other mandatory and voluntary deductions are taken. There will be no retroactive deductions.

b. Any amounts over deducted will be refunded to the employee by URA-AFT.

c. Payroll deduction will continue until such time as the participant moves out of a position represented by URA-AFT, terminates, requests to have the deductions cease, a new authorization is received from URA-AFT specifying a different deduction amount or a term and condition of this Appendix fails.

d. Rutgers will submit deductions to URA-AFT within fifteen (15) days after the end of the month in which such deductions are taken, along with a roster reflecting the detail of the deductions.

e. Rutgers will provide programming for these deductions at no cost to URA-AFT. URA-AFT will be liable for administrative, processing and other costs incurred by Rutgers in administering payroll deductions. Invoices will be submitted periodically to URA-AFT by Rutgers. Payment is due within thirty (30) days after the date of invoice. Rutgers may suspend payroll deductions if payment is not made in a timely fashion.

6. **Grievances:** URA-AFT agrees not to file grievances on its own behalf or on behalf of any bargaining unit member concerning Article 31 of the parties' collective negotiations agreement, concerning the validity, implementation, or any other matter related to this Appendix, or concerning the validity, implementation or any other matter related to Appendix D to the parties' collective negotiations agreement. The sole and exclusive remedy of URA-AFT

and bargaining unit members for any and all such claims shall be to present them for consideration to a Labor Management Conference as set forth in Article 19 of the parties' collective negotiations agreement.

7. **Sole and Entire Agreement:** Article 31 of the parties' collective negotiations agreement, this Appendix and the Indemnification Agreement set forth in Appendix D executed simultaneously with this Appendix constitute the sole and entire agreements between Rutgers and URA-AFT concerning payroll deductions for contributions to COPE for employees represented by URA-AFT. No other promises or agreements shall be binding on the parties unless they are in writing and signed by the parties to these agreements.

8. **Effective Date:** This Appendix is effective as soon as practical after the effective date of the parties' collective negotiations agreement to which this shall be an Appendix.

URA-AFT

Barri S. Nedrow Date: 1/29/08

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

Sandra Russell Date: 1/29/08

Appendix D

INDEMNIFICATION AGREEMENT

WHEREAS, the Union of Rutgers Administrators, American Federation of Teachers, AFL-CIO, ("URA-AFT") has requested that RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY ("Rutgers") allow employees to choose to deduct from their paychecks amounts to be contributed to the AFT Committee on Political Education (COPE), a political action committee registered with the Federal Election Commission;

WHEREAS, URA-AFT acknowledges that Rutgers has agreed to make such deductions as set forth in Article 31 of the parties' collective negotiations agreement and in Appendix C thereto executed simultaneously herewith; and

WHEREAS, URA-AFT acknowledges that, to the extent that Rutgers makes payroll deductions for employees who choose to make contributions to COPE, Rutgers is not in any way endorsing COPE; and

WHEREAS, Rutgers will honor valid written requests for payroll deductions to make contributions to COPE that are signed by employees represented by URA-AFT and forward the amounts so deducted to URA-AFT, as set forth more particularly in Appendix C, only on the condition that URA-AFT indemnify Rutgers against any liability arising from Rutgers' participation in making these payroll deductions available;

NOW, THEREFORE, in consideration of Rutgers' and URA-AFT's agreement that Rutgers honor valid written signed requests for payroll deductions to be made for contributions to COPE and to forward the amounts so deducted to URA-AFT, the parties agree as follows:

1. URA-AFT agrees to indemnify and hold Rutgers, its governors, trustees, officers, agents, employees, representatives, successors and assigns, harmless against any and all liabilities, costs, claims, expenses, losses, judgments, attorneys' fees and interest, of any nature and without limitation, arising in whole or in part from payroll deductions for COPE by Rutgers' employees or the implementation or application of the payroll deduction program. Rutgers shall retain its right to determine its course of conduct, including but not limited to the right to select counsel and determine strategy, in any claim or action arising out of or by reason of the offering the payroll deduction to Rutgers' employees, or the implementation or application of the payroll deduction program.

2. This Indemnification Agreement also shall cover any claims or actions in connection with defending the legality of this Indemnification Agreement.

Furthermore, URA-AFT will not challenge the legality of this Indemnification Agreement or any portion thereof, nor assist any other person or entity in doing so. In the event that this Indemnification Agreement is deemed to be illegal or against public policy or otherwise unenforceable by any court or administrative agency of competent jurisdiction, the parties agree that any obligations which Rutgers otherwise may have regarding payroll deductions for COPE under Article 31 of the collective negotiations agreement and under Appendix C thereto shall cease, effective immediately.

3. URA-AFT represents and warrants that the execution and performance of this Indemnification Agreement has been duly authorized and that the officer(s) executing the Indemnification Agreement on URA-AFT's behalf is duly authorized to do so.

4. This Indemnification Agreement shall be governed by the laws of the State of New Jersey.

URA-AFT

Sarin S Nelson

BY:

RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY

Sandra Russell

By:

Dated: 1/29/08

Appendix E – Salary Tables

URA-AFT Admin Grade Structure

Effective July 1, 2022

Grade	Minimum	Midpoint	Maximum
1	35,585	44,168	52,750
2	40,720	50,588	60,455
3	46,624	57,973	69,321
4	53,413	66,466	79,518
5	61,222	76,230	91,238
6	70,200	87,461	104,722
7	80,527	100,376	120,225
8	92,403	115,231	138,059
9	106,060	132,311	158,562
10	121,766	151,954	182,142
11	139,826	174,542	209,258
12	160,594	200,519	240,443

Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum
1	36,919	45,824	54,728
2	42,247	52,485	62,722
3	48,372	60,147	71,921
4	55,416	68,958	82,500
5	63,518	79,089	94,659
6	72,833	90,741	108,649
7	83,547	104,140	124,733
8	95,868	119,552	143,236
9	110,037	137,273	164,508
10	126,332	157,652	188,972
11	145,069	181,087	217,105
12	166,616	208,038	249,460

Effective July 1, 2024

Grade	Minimum	Midpoint	Maximum
1	38,211	47,427	56,643
2	43,726	54,322	64,917
3	50,065	62,252	74,438
4	57,356	71,372	85,388
5	65,741	81,857	97,972
6	75,382	93,917	112,452
7	86,471	107,785	129,099
8	99,223	123,736	148,249
9	113,888	142,077	170,266
10	130,754	163,170	195,586
11	150,146	187,425	224,704
12	172,448	215,320	258,191

Effective July 1, 2025

Grade	Minimum	Midpoint	Maximum
1	Salaries to be calculated at a future date pursuant to Article 41.		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Appendix E – Salary Tables

URA-AFT Information Technology Grade Structure

Effective July 1, 2022

Grade	Minimum	Midpoint	Maximum
1	40,531	50,325	60,118
2	46,406	57,669	68,931
3	53,166	66,117	79,068
4	60,937	75,832	90,726
5	69,876	87,004	104,131
6	80,151	99,850	119,549
7	91,969	114,622	137,274
8	105,563	131,614	157,665
9	121,190	151,150	181,109
10	139,166	173,619	208,072
11	159,840	199,460	239,079
12	183,610	229,174	274,737

Effective July 1, 2023

Grade	Minimum	Midpoint	Maximum
1	42,051	52,212	62,372
2	48,146	59,831	71,516
3	55,160	68,597	82,033
4	63,222	78,675	94,128
5	72,496	90,266	108,036
6	83,157	103,595	124,032
7	95,418	118,920	142,422
8	109,522	136,550	163,577
9	125,735	156,818	187,901
10	144,385	180,130	215,875
11	165,834	206,939	248,044
12	190,495	237,768	285,040

Effective July 1, 2024

Grade	Minimum	Midpoint	Maximum
1	43,523	54,039	64,555
2	49,831	61,925	74,019
3	57,091	70,998	84,904
4	65,435	81,429	97,422
5	75,033	93,425	111,817
6	86,067	107,220	128,373
7	98,758	123,083	147,407
8	113,355	141,329	169,302
9	130,136	162,307	194,478
10	149,438	186,435	223,431
11	171,638	214,182	256,726
12	197,162	246,089	295,016

Effective July 1, 2025

Grade	Minimum	Midpoint	Maximum
1	Salaries to be calculated at a future date pursuant to Article 41.		
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

Appendix E – Salary Tables

URA-AFT Community Assistant Salary Range Structure

Effective July 1, 2022

Range	Minimum	Maximum
7	32,510	42,996
8	33,835	44,833
9	35,213	46,747
10	36,663	48,757
11	38,195	50,870
12	39,790	53,081
13	41,475	55,441
14	43,238	57,888

Effective July 1, 2023

Range	Minimum	Maximum
7	33,729	44,608
8	35,104	46,514
9	36,533	48,500
10	38,038	50,585
11	39,627	52,778
12	41,282	55,072
13	43,030	57,520
14	44,859	60,059

Effective July 1, 2024

Range	Minimum	Maximum
7	34,910	46,169
8	36,333	48,142
9	37,812	50,198
10	39,369	52,355
11	41,014	54,625
12	42,727	57,000
13	44,536	59,533
14	46,429	62,161

Effective July 1, 2025

Range	Minimum	Maximum
7	Salaries to be calculated at a future date pursuant to Article 41.	
8		
9		
10		
11		
12		
13		
14		

Appendix F

URA-AFT JOB TITLES

TITLE	GRADE/ RANGE
ACCTG ASST I	4
ACCTG ASST I, PAYRL	3
ACCTG ASST II	3
ACCTG ASST II AP	3
ACCTG ASST II, COLLC	3
ACCTG ASST II, PAYRL	2
ACCTG MGR II, BUS PROC & COMM	7
ACCTG SPECIALIST, PAYRL	4
ACCTG SPECIALST	5
ACCTG SPVR II, CASH	5
ACCTG SPVR III, SAR	4
ACTING ASST DIR EDT/M SV RU MG	7
ADMINISTRATIVE ASSISTANT	3
ADMINISTRATIVE ASSISTANT	0
ADMINISTRATIVE COORDINATOR	4
ADMISSIONS DATA SPECIALIST	3
ADMISSIONS OFFICER	5
ALUMNI REL OFFICER I	5
AQUATICS COORDINATOR	5
AREA COORDINATOR	4
ASSISTANT FACILITIES PLANNER	6
ASSISTANT MANAGER	5
ASSISTANT TO DEAN	5
ASSISTANT TO THE DEAN	6
ASSOC DEAN II	8
ASSOC DIR DEVELOPMENT	7
ASSOC DIR PUBLIC REL COMM/MKTG	8
ASSOC DIRECTOR	7
ASSOC MUSEUM REGISTRAR	5
ASSOC UNIVERSITY ADMIN EOF	6
ASST CAMPUS FACILITIES MGR	5
ASST CONFERENCE COORD	3
ASST COORD MULTCTRL RECRTMT AF	6
ASST CURATOR EDU & OUTREACH	4
ASST DEAN	8
ASST DEAN I	8
ASST DEAN II	7
ASST DEAN III	6
ASST DEAN STUDENT MGT SPEC PRO	6
ASST DIR DEVELOPMENT CORP	7

TITLE	GRADE/ RANGE
ASST DIR EDIT/MEDIA SVC BRDCST	7
ASST DIR EDIT/MEDIA SVC PROD	7
ASST DIR MKTG & COMMUNICATIONS	6
ASST DIR PUBLIC AFFAIRS	6
ASST DIR PUBLIC REL MKT COMM	7
ASST DIR STATE REL	6
ASST DIR STUDENT AFFAIRS	6
ASST DIRECTOR	7
ASST DIRECTOR ADMISSIONS	7
ASST FINANCIAL AID SPECIALIST	4
ASST INSTRMNT MAKER	6
ASST MANAGER COMPLIANCE	4
ASST MANAGER EVENT SERVICES	4
ASST MANAGER OF RESIDENCE LIFE	4
ASST MANAGER SECURITY SYSTEMS	5
ASST MASS SPECTROMETRIST	4
ASST MGR ACADEMIC PROGRAMS	5
ASST MGR CATERING	4
ASST MGR FINANCIAL AID	6
ASST MGR HOUSING ADMIN	5
ASST MGR PUBLIC SAFETY OPRNS	5
ASST MGR SECURITY SYSTEMS	4
ASST MGR TRANSIT SVCS	5
ASST MGR-TICKET OPERATIONS	4
ASST NMR FACILITY SPECIAL	4
ASST PROJECT MGR	4
ASST REGIONAL MGR RSBDC	6
ASST REGISTRAR	5
ASST SUPERVISOR CASHIERING	4
ASST TO ASSOC ATHL DIR	3
ASST TO DEAN	4
ASST TO DIR-PALS	6
ATHLETIC & RECREATN FACLTY MGR	5
ATHLETIC ACADEMIC ADVISOR	5
BUDGET ANALYST II	7
BUDGET ANALYST III	6
BUDGET SPECIALST	5
BUSINESS ASST I	4
BUSINESS ASST II	3
BUSINESS DEVELOPMENT ASSOCIATE	4

BUSINESS DEVELOPMENT SPEC	7
BUSINESS MGR II	7
BUSINESS MGR III	6
BUSINESS SPECIALST	5
BUYER	5
BUYER-PURCHASING/SALES SPEC	5
CAREER COUNSELING OFFICER	6
CAREER MANAGEMENT SPECIALIST	5
CERTIFICATION AUDITOR	3
CHEF MANAGER I	5
CHEF MANAGER II	4
CHIEF ENGINEER, BUSCH COGEN PLANT	7
CHIEF OPERATING ENGINEER	7
CHIEF OPERATING ENGINEER I	5
COMMUNICATIONS ADMINISTRATOR	4
COMMUNICATIONS DISPATCH SUPVR	5
COMMUNITY ASST I	11
COMMUNITY ASST II	9
COMMUNITY ASST TRAINEE I	8
COMMUNITY ASST TRAINEE II	7
COMMUNITY BUSINESS SPECIALIST	5
COMMUNITY COORDINATOR	14
COMPLIANCE ADMINISTRATOR	6
CONCESSIONS SUPERVISOR	3
CONFERENCE COORDINATOR	4
CONSTRUCTION CODE CONTROL ASST	5
CONSTRUCTION INSPECTION AGENT	6
CONTRACT ANALYST	6
CONTRACT GRANT ASSISTANT	5
COORD ACAD SVCS & STDT RECORDS	5
COORD BUILDING SERVICES	3
COORD CAMPUS CARD OPERATIONS	5
COORD COOP EDUCATION COOK	4
COORD FACILITIES & EVENTS	4
COORD INSTRUCTIONAL CLASSES	7
COORD KEYBOARD INSTRUMENTS	5
COORD LEARNING LAB NURSING	5
COORD OF ADMINISTRATIVE SERVIC	5
COORD OF ADMINISTRATIVE SVCS	5
COORD OF SPECIAL PROGRAMS	5

COORD OUTDOOR RECREATION	5
COORD PROGRAMS	4
COORD RECREATIONAL PROGRAMS	4
COORD REGISTRATION DEPLOYMENT	5
COORD RESIDENT SUPPORT SVCS	5
COORD SHIPPING&RECEIVING	3
COORD STUDENT AFFAIRS	4
COORD STUDENT INSURANCE	5
COORD STUDENT SERVICES	5
COORD STUDENT SERVICES	4
COORD TECHNICAL SERVICES	5
DATA CENTER INFRASTRUCTURE SPEC I	5
DATA CENTER INFRASTRUCTURE SPEC II	4
DEBT MANAGEMENT ASSOCIATE	6
DEPARTMENT ADMINISTRATOR	5
DESIGN SPECIALIST	5
DEVELOPMENT ASST	3
DEVELOPMENT SPEC I STEWARDSHIP	5
DEVELOPMENT SPEC II	4
DEVELOPMENT SPEC II RESEARCH	4
DEVELOPMENT SPECIALIST I	5
DEVELOPMENTAL SPECIALIST	5
DIGITAL SUPPORT SPECIALIST	5
DINING HALL SUPERVISOR	4
DIR GATEWAY PROGRAM	7
DIR COMMUNITY OUTREACH	7
DIR MULTICULTURAL ENGAGEMENT	7
DIR OF RUTAP	7
DIR PAUL ROBESON CULTURAL CTR	7
DISABILITY SERVICES COORDINATOR	5
EDIT/MEDIA ASST	3
EDIT/MEDIA ASST COORD	3
EDIT/MEDIA SPEC I ATHL	4
EDIT/MEDIA SPEC I C/W	5
EDIT/MEDIA SPEC I DESIGN	5
EDIT/MEDIA SPEC I E/W	5
EDIT/MEDIA SPEC I GRAPHICS	5
EDIT/MEDIA SPEC I PHOTO	5
EDIT/MEDIA SPEC I TV	5
EDIT/MEDIA SPEC I WEB	5

Appendix F

URA-AFT JOB TITLES

EDIT/MEDIA SPEC II C/W	4
EDIT/MEDIA SPEC II EDITOR	4
EDIT/MEDIA SPEC II PUBLICATION	4
ELECTRONICS ANALYST	4
ENERGY MANAGEMENT ANALYST	5
ENERGY MANAGEMENT CONTROL SPE	5
EQUIPMENT SPECIALIST	4
EXEC ASSISTANT	5
EXEC PASTRY CHEF	6
EXECUTIVE AIDE	3
FACILITIES & EVENT COORDINATOR	5
FACILITIES COORDINATOR	4
FACILITIES DATABASE ANALYST	5
FIELD AND LAB PROGRAM ADM	6
FIELD OPERATIONS TECHNICIAN	5
FITNESS COORDINATOR I	5
FOOD PRODUCTION MANAGER	5
FOREPERSON CUSTODIAL SERVICES	3
FOREPERSON GROUNDS	4
FOREPERSON KEY SHOP	4
FOREPERSON MAINTENANCE	4
FOREPERSON WAREHOUSE	4
FOREPERSON WAREHOUSE OPERS	4
FOREPERSON, RENOVATIONS	4
GIS TECHNICIAN	4
GRANT COORDINATOR	3
GRANT FACILITATOR	8
HEALTH EDUCATION SPECIALIST	5
HIGH VOLTAGE OPERATIONS SUPERVISOR	7
HORTICULTURIST	5
INFORMATION SPEC ADMISSIONS	5
INFORMATION SPECIALIST	5
INFORMATION SPEC-UNIV LIBRARY	5
INSTITUTIONAL RESEARCH SPECIAL	6
INSTRUCTIONAL DESIGN SPECIALIST	6
INSTRUCTIONAL LAB SPECIALIST	5
INSTRUMENTATION ENGINEER	4
INT DESIGN RENOV SPECIALIST	5
INTELLECTUAL PROPERTY MANAGER	6
INTERNATIONAL SERVICES ADVISOR	5
INTERNATIONAL STUDENT ADVISOR	4
INTL FACULTY SCHOLAR SRVS ADV	5
INTRAMURAL/SPORTS CLUB COORD	5
IRB ADMINISTRATOR	6
LAB FACILITIES SPECIALIST	5
LABORATORY FACILITIES MANAGER	5
LABORATORY OPERATIONS COORD	3
LEARNING SPECIALIST	5
LIBRARY ASSOCIATE I	4
LIBRARY ASSOCIATE II	3
LIBRARY ASSOCIATE III	2
LIBRARY SPECIALIST	5
LIBRARY SPECIALIST-DIGITAL RES	5
LIBRARY SUPERVISOR I	5
LIBRARY SUPERVISOR II	4
LICENSE SOFTWARE COORDINATOR	4
MAINTENANCE OPERATIONS MANAGER	7
MANAGER	6
MANAGER CAMPUS CENTER	6
MANAGER COLLEGE PROGRAMS	6
MANAGER COMPUTER REPAIR	6
MANAGER EOF	6
MANAGER FACILTES USE CONF SVC	5
MANAGER FOR CAMPUS ACTIVITIES	5
MANAGER HOUSING RES LIFE	6
MANAGER OF PARKING SERVICES	5
MANAGER OF RESIDENCE LIFE	5
MANAGER OPRTNS CONFERENCE SVC	5
MANAGER PROGRAMS	5
MANAGER RECREATIONAL SVCS	5
MANAGER SPECIAL EVENT&PRGMS	5
MANAGER STUDENT CENTER	5
MANAGER STUDENT INVOLVEMENT	5
MARKETING SPECIALIST	5
MEDICAL LAB SERVICES COORD	3
MGR ACADEMIC PROGRAMS	6
MGR ALUMNI REL	6
MGR CAMPUS COMPUTER FACILS	6
MGR COMPLIANCE & QUALITY CONTR	7
MGR CONCESSIONS & NOVELTIES	5
MGR DINING SERVICES	6
MGR FACILITIES SPEC PROJ/COMM	6

MGR MUSEUM COLLECTIONS	6
MGR OF PLANNING & QA	5
MGR RESEARCH GREENHOUSE	6
MGR RU CTR INNOVATIVE PRNT&PPR	5
MGR RUTGERS GARDENS	5
MGR STUDENT ATHLETE CERT	6
MGR TECHNICAL OPERATIONS	7
MGR TRANSPORTATION PLANNING	6
MGR VISUAL RESOURCES	6
MGR WRITING CENTER	6
MGR WRITING PROGRAM	6
MICROCOMPUTER ANALYST	5
MULTIMEDIA SERVICES COORDINAT	4
MULTIMEDIA FACILITIES SPED	6
MUSEUM PREPARATOR	3
OPERATIONS AREA MANAGER	6
OPERATIONS COORD	4
PARKING GUARD LIEUTENANT	4
PARKING MAINTENANCE SUPERVISOR	3
PASTRY CHEF	5
PATENT INFORMATION SPECIALIST	5
PLANNER ESTIMATOR	5
PROCUREMENT CONTRACT SYS MGR	7
PROCUREMENT SOURCING SPECIALIST	5
PRODUCER/DIRECTOR	6
PRODUCTION STAGE MANAGER	5
PROGRAM ASSOCIATE I	4
PROGRAM ASSOCIATE II	3
PROGRAM COORDINATOR I	5
PROGRAM COORDINATOR I	4
PROGRAM COORDINATOR II	3
PROGRAM DEVELOPMENT ADMIN	7
PROGRAM DEVELOPMENT SPECIALIST	6
PROJECT COORDINATOR I	4
PROJECT COORDINATOR II	3
PROJECT MANAGER	7
PROPERTIES SUPERVISOR	4
PROPERTY CONTROL ASSISTANT	3
PROPERTY CONTROL SUPERVISOR	4
PROPERTY MANAGER	4
PUBLIC ASST COMMUNITY AFF	3

PUBLIC REL ASST	3
PUBLIC REL SPEC I	5
PUBLIC REL SPEC I ATHL	5
PUBLIC REL SPEC I CAMPUS INFO	5
PUBLIC REL SPEC I COMMUNITYAFF	5
PUBLIC REL SPEC I VISITOR INFO	5
PUBLIC REL SPEC II	4
PUBLIC REL SPEC II ATHL	4
PUBLIC SAFETY ASSISTANT I	5
PUBLIC SAFETY ASSISTANT II	4
PURCHASING ASSISTANT	3
PURCHASING COORDINATOR	4
QUALITY SPECIALIST	6
REAL ESTATE SPECIALIST	5
RECORDS SUPERVISOR	4
REGIONAL COORD STUDY ABROAD	4
REGIONAL MGR-RSBDC	7
RESEARCH CONTRACT/GRANT SPEC	6
RESEARCH FARM SUPERVISOR II	5
RESEARCH FARM SUPERVISOR III	4
RESEARCH PROGRAM COORDINATOR I	5
RESEARCH PROJECT ASSISTANT	3
RESEARCH PROJECT COORDINATOR I	5
RESEARCH PROJECT COORDNATOR II	4
RESERVATIONS COORDINATOR	4
RESIDENCE HALL COORDINATOR	3
RESIDENCE LIFE COORDINATOR	4
SAFETY/COMPLIANCE	5
SCHEDULING ANALYST	5
SCHEDULING OFFICER	3
SECOND LIEUTENANT	3
SENIOR COMPLIANCE COORDINATOR	5
SENIOR TECHNICIAN REPAIR	4
SHIFT OPERATIONS SPECIALIST	5
SHIFT SPVR COMP OPERATIONS	5
SHIFT SPVR DATA CONTROL	5
SPACE MANAGEMENT OFFICER	3
SPECIAL EVENTS COORDINATOR	5
SPV COSTUME SHOP	4
SPV LABORATORY ANIMAL SERVICES	4
SPV LABORATORY OPERATIONS	4

Appendix F

URA-AFT JOB TITLES

SPV MICROBIOLOGY GREENHOUSE	5
SPV POSTAL OPERATIONS	4
SPV, DISTRIBUTION SERVICES	4
SPV, STUDENT POST OFFICES	4
SPVING BUYER	7
SPV-TRANSCRIPTS/VERIFICATIONS	5
SR ACADEMIC PROGRAM COORD	5
SR ACCOUNTANT	6
SR ACCOUNTANT, COST	6
SR ADMINISTRATIVE ASSISTANT	5
SR ADMISSIONS OFFICER	6
SR ATHLETIC ACADEMIC ADVISOR	6
SR BUYER	6
SR BUYER & OPERATIONS COORD	6
SR COUNSELING & PROCESSING	6
SR DEPARTMENT ADMINISTRATOR	6
SR DESIGN PLANNER ESTIMATOR	6
SR DEVELOPMENT SPEC	6
SR EDIT/MEDIA SPEC	6
SR EDIT/MEDIA SPEC DESIGN	6
SR EXECUTIVE ASSOC	7
SR FACILITIES PROJ SPECIALIST	7
SR FINANCIAL AID OFFICER	5
SR FUNDS MANAGEMENT SPECIA	6
SR INTERIOR DESIGN SPECIALIST	6
SR MEDIA SERVICES COORDINATOR	5
SR PROGRAM ADMINISTRATOR	6
SR PROGRAM COORD	5
SR PROGRAM COORDINATOR	5
SR PROJECT ADMINISTRATOR	6
SR PROJECT COORDINATOR	5
SR PUBLIC REL SPEC	6
SR PUBLIC REL SPEC E/W	6
SR PUBLIC REL SPEC MKTG COMM	6
SR PUBLIC REL SPEC SCI	6
SR SCHEDULING OFFICER	4
SR STUDENT EMPLOYMENT SPEC	6
SR STUDENT PGMS COORD	5
SR STUDENT PGMS COORD	0
STUDENT COUNSELOR	5
STUDENT COUNSELOR II	4
STUDENT EMPLOYMENT SPECIALIST	5
SUPERINTEND FACILITIES & OPERS	7
SUPERVISOR ADMISSIONS	4
SUPERVISOR BIO LEARNING CTR	4
SUPERVISOR CUSTODIAL SERVICES	5
SUPERVISOR UTILITY OPERATIONS	6
SUPPORT SERVICES COORDINATOR	4
SYSTEMS SUPPORT SPECIALIST	5
TECH COORD A/V SRVS	5
TECH MULTIMEDIA PRODUCTN COORD	4
TECHN SUPPORT SPECIALIST	5
TECHNICAL DIRECTOR	6
TECHNICAL SUPERVISOR	5
TECHNICAL SUPPORT SPECIALIST	4
TECHNICAL SUPPORT SPECIALIST	3
TECHNICAL THEATER COORDINATOR	4
TECHNICAL/LIGHTING COORDINATOR	4
TECHNICAL/SOUND COORDINATOR	4
TRAINING & DEVELOPMENT COORD	6
TRAINING CENTER COORDINATOR	5
TRAINING COORDINATOR	6
TRAINING COORDINATOR	5
TRAINING COORDINATOR	4
TREASURY ANALYST III	6
TREASURY ANALYST II	4
UNDERGRADUATE REGISTRAR	6
UNIV RECORDS MGMT COORD	5
VETERINARY RESEARCH TECHNICIAN	3
VISUAL ARTS COORDINATOR	4

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.[3] 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;
   - 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

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

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.

Appendix H

Rutgers University
Performance Evaluation Form for Fiscal Year ____ - ____ (fill in)
Union of Rutgers Administrators-American Federation of Teachers (URA-AFT)

Employee Name: _____

Notes: Performance evaluations for URA-AFT employees eligible for the Staff Compensation Program (SCP) must be completed by April 30 of each fiscal year.
For more detailed instructions, see the UHR website (http://uhr.rutgers.edu/) or call 848-932-3020 and ask to speak to an HR Consultant.

SECTION 1: APPRAISAL MATRIX

1. List the three to five **Key Duties** (use a word or short phrase to describe the duty) of the position.
2. Indicate the **priority percentage** for each duty (should total 100%).
3. **Appraise each duty** in Sections 3 & 4 (the following page), then **transcribe the rating** to the column below.

Key Duties	Priority	Rating
1.		
2.		
3.		
4.		
5.		

SECTION 2: OVERALL ASSESSMENT

Based upon the appraisal rating for each key duty and its priority level, indicate the employee's overall appraisal rating which reflects their performance during the past year by checking one of the categories below. Use the following rating scale and provide comments to explain your rating.
(Check only one.)

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

□ **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 reevaluated again by October 15 of this year.

Note: Performance in the higher priority duties should have a greater impact on the overall assessment than performance in the lower priority areas.

Comments (add pages as necessary):

Appendix H

Rutgers University
Performance Evaluation Form for Fiscal Year ____ - ____ (fill in)
Union of Rutgers Administrators-American Federation of Teachers (URA-AFT)

Employee Name: _____

Key Duty #: _____

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the Meets Standards level of performance for the current evaluation process.

□ *Check here and detail on an attached page if standards are being modified for next year's evaluation process.*

□ **Meets Standards**

□ **Does Not Meet Standards**

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

□ **Meets Standards**

□ **Does Not Meet Standards**

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

Appendix H

Rutgers University

Performance Evaluation Form for Fiscal Year ____ - ____ (fill in)

Union of Rutgers Administrators-American Federation of Teachers (URA-AFT)

Employee Name: _____

SECTION 5: PERFORMANCE IMPROVEMENT OR ENHANCEMENT

To be completed by supervisor based on performance ratings from prior year and performance expectations for upcoming year. *Must be completed and specific guidelines provided on how to improve performance if overall evaluation is "Does Not Meet Standards".*

SECTION 6: SIGNATURES AND COMMENTS

Overall Appraisal Rating (from Section 2): □ Meets Standards

□ Does Not Meet Standards (will be re-evaluated by October 15 of this year)

_____ _____

First-Level Supervisor Date

Comments:

_____ _____

Second-Level Supervisor Date

Comments:

_____ _____

Employee Date

Notes: An employee's signature does not necessarily indicate agreement with this evaluation. An employee may request a review of the evaluation in accordance with Article 41, Section E of the negotiated URA-AFT Agreement and as explained in the "Review Process If SCP Procedure Is Not Followed" available on UHR's website (http://uhr.rutgers.edu/), or by calling University Human Resources at 848-932-3020.

Appendix H

Rutgers University
Staff Compensation Program
Review Request Form
Union of Rutgers Administrators – American Federation of Teachers (URA-AFT)

URA-AFT employees eligible for the Staff Compensation Program (SCP) who claim that one of the following occurred:

- that the program procedures were not followed; or
- 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 request a review by completing this form and submitting it to their immediate supervisor not later than 30 calendar days after receipt of the salary notification letter from University Human Resources or notification by the department where there is no salary change. Employees may request a review in accordance with Article 41, Section E of the negotiated URA-AFT Agreement 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" and the size of a salary increase pursuant to the SCP shall be at the sole and exclusive discretion of the University and not subject to the above Appeal Process.

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

Step 1

To: _____ Date: ___/____/_____
(Immediate Supervisor)

From: _____
(Staff Member's Name)

I am invoking the appeal process for the following reason(s) (check & complete one or more sections):

□ The program procedures were not followed. (Explain & attach pages as necessary)

□ There was a demonstrable factual inconsistency. (Explain & attach pages as necessary)

□ I was not evaluated according to the performance standards for my job. (Explain & attach pages as necessary)

_____
(Signature of Staff Member)

Appendix H

Rutgers University
Staff Compensation Program
Review Request Form
Union of Rutgers Administrators – American Federation of Teachers (URA-AFT)

Staff Member's Name:_____

Supervisor's Reply to Step 1 (Attach pages as necessary): The supervisor must provide a written response to the employee within 30 calendar days of receipt of the employee's completed Review Request Form invoking the appeal process.

_____ _____ Date: ____/____/_____
(Typed Name of Supervisor) (Supervisor's Signature)

Step 2

If the employee is not satisfied with the supervisor's written response, the employee may, within 30 calendar 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 should also meet with the employee.

To: _____ Date: ____/____/_____
(Dean, Director or Department Head)

I request a review and meeting for the following reason:

_____ Date: ____/____/_____
(Signature of Staff Member)

cc: Immediate Supervisor

Appendix H

Rutgers University
Staff Compensation Program
Review Request Form
Union of Rutgers Administrators – American Federation of Teachers (URA-AFT)

Staff Member's Name:_____

Dean, Director or Department Head's Reply to Step 2 (Attach pages as necessary): A written response must be provided to the employee within 30 calendar days of receiving the employee's request.

Date of Meeting with Employee: ____/____/_____

_____ _____ Date: ____/____/_____
(Typed Name of Dean, Director Or Department Head) (Signature)

If the employee is not satisfied with the written response of the dean, director, or department head, the employee may, within 30 calendar days of receipt of the dean, director or department head's response, request in writing a review of the matter by the vice president, provost or designee for the employee's area.

To: _____ Date: ____/____/_____
(Vice President, Provost or designee)

I request a review of this matter for the following reason:

_____ Date: ____/____/_____
(Signature of Staff Member)

cc: Immediate Supervisor
Dean/Director/Department Head

Appendix H

Rutgers University
Staff Compensation Program
Review Request Form
Union of Rutgers Administrators – American Federation of Teachers (URA-AFT)

Staff Member's Name:_____

Vice President, Provost or designee's Reply to Step 3 (Attach pages as necessary): A written response must be provided to the employee within 30 days of receiving the employee's request. In all cases, the decision of the Vice President, Provost or designee is final.

_____ _____ Date: ____/____/_____

(Typed Name of Vice President Provost or designee) (Signature)

cc: Immediate Supervisor
Dean/Director/Department Head

Appendix I – page 1 of 2

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

CERTIFICATIONS REQUIRED FOR USE OF SICK LEAVE TO CARE FOR A SERIOUSLY ILL FAMILY MEMBER

This form must be submitted to your supervisor for approval in advance of your absence to provide care for a seriously ill family member whenever possible. In cases when it is not possible to submit the form in advance, it must be submitted not later than 30 days after your absence to provide care for a seriously ill family member. **Without prior and complete certification Sick Leave use will not be permitted for the employee.**

CERTIFICATION BY THE EMPLOYEE (please print clearly)

I have read the DEFINITIONS on the reverse side and I certify that on the following DATE(S):

_____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____;

_____; _____;

I will/did provide the following CARE:

(please specify) _____

to my SERIOUSLY ILL FAMILY MEMBER _____
(Name of seriously ill family member)

who is my _____
(family member relationship)

_____ _____ _____
Print Employee Name Employee Signature Date

CERTIFICATION BY HEALTH CARE PROVIDER

I have read the DEFINITIONS on the reverse side and I certify that the individual named above as the SERIOUSLY ILL FAMILY MEMBER is my patient who suffers from a SERIOUS HEALTH CONDITION as defined. I also certify that the above named employee of Rutgers University needs/needed to provide CARE for the seriously ill family member identified above on the following dates:

_____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____; _____;

_____; _____;

_____ _____
Please print or type Name of Health Care Provider Type of Practice

_____ _____
Street Address Telephone Number

_____ _____
City, State, Zip Code Date of Certification

_____ _____
Signature of Health Care Provider License Number

Appendix I – page 2 of 2

DEFINITIONS FOR USE OF SICK LEAVE TO CARE FOR A SERIOUSLY ILL FAMILY MEMBER

Definition of Serious Health Condition

A. Illness, injury, impairment, physical or mental condition that involves one or more of the following:

1. Inpatient care in a hospital, hospice, residential medical care facility for treatment, recovery, subsequent treatment in connection with the inpatient care.
2. Continuing treatment for:
   a. a period of incapacity (inability to work, attend school, perform regular daily activities) for more than 3 consecutive calendar days if the period of incapacity also involves treatment two or more times by a health care provider followed by a regimen of continuing treatment under the supervision of a health care provider. Regimen includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the serious health condition, e.g., oxygen.
   b. a period of incapacity due to chronic serious health condition. A chronic condition is one which (1) requires periodic visits for treatment by a health care provider; (2) continues over an extended period of time; and (3) may cause episode rather than a continuing period of incapacity, e.g., asthma, diabetes, epilepsy, etc.
   c. a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective such as Alzheimer's, a severe stroke, terminal stages of a disease.
   d. Medical intervention, such as chemotherapy, dialysis, etc.

Not Included in Definition of Serious Health Condition

A. Ordinary cosmetic treatments, the common cold, flu, ear aches, upset stomach, minor ulcers, headaches, routine dental problems are not serious health conditions. Mental illness, stress or allergies are not a serious health condition unless all other conditions are met

B. Substance abuse is not a serious health condition unless treatment by a health care provider is involved.

C. Over the counter medication, bed rest, exercise, and other similar activities that can be initiated without a visit to a health care provider are not, by themselves, a regimen or treatment.

D. Treatment does not include routine medical, physical, eye, or dental exams.

Definition of Care of A Seriously Ill family Member

Care of a Seriously Ill Family Member is the employee's attendance at a hospital, health care facility, or at home, or transport to medical treatment, when certified by a health care provider. It <u>does not</u> cover matters unrelated to medical needs such as baby-sitting, running errands, and/or running a business for the family member while their is ill; for these purposes, the appropriate charge is vacation, administrative leave, personal holiday, or leave without pay.

Covered Family Members

Mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather

Notes