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AGREEMENT BETWEEN

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY

AND

RUTGERS COUNCIL OF AAUP CHAPTERS - EOF

March 2, 1990 through June 30, 1992

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AGREEMENT

This Agreement is made and entered into this 19th day of February, 1990 by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (hereinafter "University" or "Rutgers") and RUTGERS COUNCIL OF AAUP CHAPTERS - EOF (hereinafter "Union").

ARTICLE 1 - PURPOSE

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end, they mutually enter into this Agreement intended to state the employment relations between the University and the EOF bargaining unit of the AAUP. This article is not grievable.

ARTICLE 2 - RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative of counselors, as defined below, for wages, hours, and terms and conditions of employment as that concept is defined by law.

2. The terms "counselor" and "counselors" as used herein shall include all regular full-time counselors employed in the job titles EOF Senior Counselors and EOF Counselors, Special Programs and in such other job titles as the parties hereto may later agree to include, but shall exclude all faculty members and all other employees employed by Rutgers, and all probationary employees, confidential employees, managerial executives, police employees, craft employees, supervisors, and all other employees pursuant to the Act.

3. All counselors are probationary employees for the first ninety (90) calendar days of their employment.

ARTICLE 3 - NONDISCRIMINATION

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the Union against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, marital status, age, handicap, status as a Vietnam-era or disabled veteran, sexual orientation, or membership or non-membership in or activity on behalf of or in opposition to the Union.

ARTICLE 4 - UNION REPRESENTATIVES

1. The Union may designate three (3) employees, one (1) each from the Camden, Newark and New Brunswick campuses, to act as Union Representatives on their respective campuses. The names of these Union Representatives shall be certified in writing to Rutgers by the Union.

2. A Union Representative may be granted permission to be away from work without loss of pay only for the purpose of attending grievance meetings or labor/management meetings and only when such meetings cannot be arranged during non-work hours. Employees may not engage in non-work activity during work time without permission of the supervisor. Such time away from work shall be reported on a form devised by the University, and may not exceed a total of thirty five (35) hours unit-wide in a fiscal year. The time away from work shall not exceed eight (8) hours for any one counselor.

3. Absence from work for the purpose of conducting other union activities is not permitted unless the supervisor approves the time off in advance and a charge is made to vacation, administrative leave or personal holiday.

4. The Union shall inform the Office of Employee Relations of the identity of officers of the Union.

5. Authorized representatives of the Union who are not employees of Rutgers shall be admitted to the premises of Rutgers. However, such representatives must make themselves known to the Office of Employee Relations and must receive permission from the supervisor responsible for the area prior to visiting any employee.

6. Representatives of the Union may use University buildings for meetings and to transact official business provided permission has been granted by the appropriate department or officer of the University.

7. The Union shall have the right to post bulletins and notices to counselors on a bulletin board or space designated by each Director for such postings. Such bulletins and notices shall relate only to official Union business.

ARTICLE 5 - 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, or an allegation that with respect to an administrative decision which affects mandatorily negotiable terms and conditions of employment, there has been a misinterpretation, misapplication or violation of such administrative decision which has affected mandatorily negotiable terms and conditions of employment. Counselors should in the first instance

discuss grievances informally with the person who precipitated the grievance. If there is no resolution at the informal stage, the procedure will be as follows.

2. Discipline. A grievance of an employee claiming that discipline was imposed without just cause shall be handled in the following manner:

Step 1

The grievance shall be presented in writing to the person who took the action, normally the immediate supervisor, within ten (10) working days after the discipline occurs. Within two (2) working days after the grievance is submitted, the supervisor will arrange for a meeting. The counselor may have representation at the meeting if he/she desires. This first level of supervision shall give his/her answer in writing within five (5) working days after the meeting to the counselor, to any representative present and to the AAUP office.

Step 2

If the grievance is not resolved at Step 1, the counselor may, within three (3) working days of the written answer, forward the grievance to the second level of authority with a copy to the first level of authority and to the Office of Employee Relations. Within five (5) working days of receipt of the written grievance, this second level of authority shall arrange for a meeting. The counselor may have representation at the meeting if he/she desires. This second level of authority shall send his/her written answer within five (5) working days after the meeting to the counselor, to the representative, if present, to the Office of Employee Relations, and to the AAUP office.

Accelerated Procedure. In case of discharge, the counselor may begin at this Step 2 by filing a grievance with this level of authority, with a copy to the Office of Employee Relations, within three (3) working days after notice of discharge. Within five (5) working days of receipt of the written grievance, this level of authority shall arrange for a meeting. Within five (5) working days after the meeting, the second level of authority shall send his/her written answer to the counselor, to the Office of Employee Relations, to the representative, if present, and to the AAUP office.

Step 3

If the Union is not satisfied with the Step 2 answer, the Union may request a Step 3 hearing by the Office of Employee Relations by forwarding the grievance to the Office of Employee Relations within three (3) working days of receipt of the Step 2 answer. Within five (5) working days, the Office of Employee Relations shall arrange for a meeting. The counselor may be accompanied at the meeting by a representative. Within five (5) working days after the

meeting, the Office of Employee Relations shall send a written answer to the counselor, to any representative present at the meeting, and to the AAUP office.

Step 4

If the Union is not satisfied with the Step 3 answer, the Union, within ten (10) working days of receipt of that answer, may submit the grievance to advisory arbitration in accordance with paragraph 4 below.

3. Grievances Other Than Discipline.

Step 1

The grievance shall be presented in writing to the person who took the action being grieved within ten (10) working days after the occurrence of the event or knowledge of the event. The grievance shall specify the alleged violation being grieved. Within two (2) working days, this first level will arrange for a meeting. The counselor shall be entitled to a representative at the meeting. A written answer shall be provided to the counselor within five (5) working days after the meeting with a copy to the representative, if present, to the Office of Employee Relations, and to the AAUP office.

Step 2

If the grievance is not resolved at Step 1, within five (5) working days of the written answer, the counselor may request a step 2 meeting by forwarding the grievance to the Office of Employee Relations and requesting a meeting. Within five (5) working days, the Office of Employee Relations shall arrange for a meeting. The counselor may be accompanied by a representative at the meeting if he/she desires. Within five (5) working days after the meeting, the Office of Employee Relations shall send a written answer to the counselor, to any representative present at the meeting, to the first level, and to the AAUP office.

Step 3

If the Union is not satisfied with the Step 2 answer, and if the grievance claims a violation of a provision of this Agreement, the Union may, within ten (10) working days of receipt of that answer, submit the grievance to advisory arbitration in accordance with paragraph 4 below.

Excluded from advisory arbitration are grievances concerning provisions of the Agreement which the Agreement designates as not grievable. Also excluded are grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision. Such grievances may be brought to a Labor/Management meeting as set forth in Article 6, or may proceed through Step 2 above. If such a grievance is not resolved at Step 2, the Union may, within three (3) working days of receipt of the Step 2 answer, submit the grievance to the Office of the Vice President for

University Administration and Personnel. Within ten (10) days the Office of the Vice President for University Administration and Personnel shall arrange for a hearing by the Vice President or her/his designee. The counselor may be accompanied at the meeting by a representative. Within ten (10) working days after the hearing, the Vice President or her/his designee shall send a written answer to the counselor, to any representative present at the meeting, to the Office of Employee Relations, and to the AAUP office.

This Step 3 applies only to grievances filed from the date of ratification of this Agreement through June 30, 1992.

4. Advisory Arbitration. If the Union submits a grievance to advisory arbitration, the Union will submit to the Office of Employee Relations a copy of its submission. The submission must clearly state the violation claimed. 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. Costs and expenses incurred by each party shall be paid by the party incurring such costs except that the fees of the arbitrator and PERC shall be borne equally by Rutgers and the Union. No arbitrator shall have the power to amend, modify or delete any provision of the Agreement.

5. To be valid, a decision at any step must be within the extent of the authority of the hearing officer.

6. When a counselor chooses to have a representative present at Steps 1, 2, and 3, that representative must be a staff or faculty member employed by the University.

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

8. Saturdays, Sundays and holidays shall not be considered working days in computing the time limits provided for above. 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.

9. A counselor shall not lose pay for the time spent during his/her 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.

ARTICLE 6 - LABOR/MANAGEMENT CONFERENCES

A Labor/Management Conference is a meeting between the Union, the Office of Employee Relations and such other representatives of Rutgers as may be appropriate to consider matters of general interest and concern other than grievances and/or to present grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision relating to wages, hours, or terms and conditions of employment which are not mandatorily negotiable. Such a meeting may be called by either party and shall take place at a mutually convenient time and place.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

No counselor shall be disciplined or discharged without just cause, and the sole right and remedy of such counselor shall be to file a grievance in accordance with the grievance procedure in this Agreement.

Written reprimands, letters of suspension, and letters of termination given to a counselor will contain the reasons for such action. If a supervisor places in a counselor's file a memo which describes the counselor's deficiencies, the supervisor will give a copy to the counselor. If the supervisor does not give a copy of the memo to the counselor, the memo will not be considered a reprimand. Rutgers shall provide a copy of such writings to the counselor and, at the counselor's request, to a Union official designated by the counselor. The counselor must make written request to the supervisor who took the action within one (1) working day of receipt of the disciplinary notice, and must advise the supervisor the name of the Union official. The supervisor shall send the copy to the designated Union official within one (1) working day of the counselor's request. The counselor shall sign letters of reprimand and letters of suspension, the signature serving only to acknowledge that he/she has read the disciplinary notice.

Discipline which is rescinded through the grievance procedure will be deemed removed from the counselor's file and will not be the basis for further disciplinary action.

Progressive discipline shall follow the guidelines established by the University and published periodically by the Office of the Vice President for University Administration and Personnel. A copy of subsequent updates to the guidelines will be sent by the Office of Employee Relations to AAUP promptly upon promulgation of them.

Termination grievances may be brought under the accelerated procedure of Article 5, Grievance Procedure. A letter of termination will contain a notice to the counselor that he/she may appeal the termination under the accelerated provision of the grievance procedure.

ARTICLE 8 - SALARY

The salary increases set forth below, including increments, across-the-board increase, and merit bonuses, are applicable to the fiscal years specified below. No salary increases, including but not limited to increment, across-the-board, or merit bonus will be granted subsequent to fiscal 1989-90 unless agreed to by the parties. Salary increases are 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.

Fiscal Year 1988-89

1. Each eligible counselor will receive a normal merit increment for satisfactory performance on the appropriate anniversary date.
2. Counselors will be eligible for inclusion in the merit award bonus program for administrative staff as set forth and administered by the University. Any and all determinations pursuant to this paragraph shall not be subject to Article 5, Grievance Procedure.
3. Effective as of September 17, 1988 there shall be a 5% increase across the board based on the October 1, 1987 salary schedule in effect for employees in this unit.

Fiscal Year 1989-90

1. Each eligible counselor will receive a normal merit increment for satisfactory performance on the appropriate anniversary date.
2. Counselors will be eligible for inclusion in the merit award bonus program for administrative staff as set forth and administered by the University. Any and all determinations pursuant to this paragraph shall not be subject to Article 5, Grievance Procedure.
3. Effective January 13, 1990 there shall be a 4% increase across the board based on the September 17, 1988 salary schedule.

Fiscal Year 1990-91

1. Each eligible counselor will receive a normal merit increment for satisfactory performance on the appropriate anniversary date.
2. Counselors will be eligible for inclusion in the merit award bonus program for administrative staff as set forth and administered by the University if the program is continued in FY 1990-91. Any and all determinations pursuant to this paragraph shall not be subject to Article 5, Grievance Procedure.

3. Effective October 1, 1990 there shall be a 4-1/2% increase across the board based on the January 13, 1990 salary schedule.

Fiscal Year 1991-92

1. Each eligible counselor will receive a normal merit increment for satisfactory performance on the appropriate anniversary date.
2. Counselors will be eligible for inclusion in the merit award bonus program for administrative staff as set forth and administered by the University if the program is continued in FY 1991-92. Any and all determinations pursuant to this paragraph shall not be subject to Article 5, Grievance procedure.
3. Effective July 1, 1991 there shall be a 5-1/2% increase across the board based on the October 1, 1990 salary schedule.

ARTICLE 9 - ADMINISTRATIVE LEAVE

Full-time 12-month counselors shall be granted three (3) days administrative leave at the beginning of each fiscal year except that counselors hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.

Administrative Leave shall be granted by Rutgers upon the request of the counselor 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.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business and emergencies. 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; (2) religious holidays; (3) personal matters; (4) other personal affairs. Administrative Leave may be scheduled in half-day units.

Unused Administrative Leave may not be carried into the next fiscal year.

ARTICLE 10 - FUNERAL LEAVE

A counselor who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather, or any relative of the counselor residing in

the counselor's household) may charge up to three (3) days for such absence to funeral leave. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the counselor will attend, an exception to the above may be requested by the counselor to provide for up to five (5) days of absence to be charged to funeral leave.

ARTICLE 11 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one full holiday or two half holidays during the year-end holiday season, three (3) other holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual counselor. Counselors shall be eligible for the individually selected holidays after six (6) months of employment and the rules for its use will be governed by those applicable to Administrative Leave.

ARTICLE 12 - JURY DUTY

Rutgers shall grant time off with full normal pay to any regularly appointed counselor who is required to serve for jury duty during such periods as the counselor is actually upon such duty. If jury duty does not require the full work day, the counselor must return to his/her duties.

ARTICLE 13 - SICK LEAVE

Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days in a fiscal year) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) who is seriously ill, or for exposure to contagious disease if it is likely that the exposure will endanger other employees.

Sick leave days are earned at the rate of 1-1/4 days for each full month of service (fifteen (15) per fiscal year for 12-month counselors) except that counselors hired after the beginning of the first fiscal year will earn one (1) day for each full month of service in the first year of employment.

Counselors who require more sick leave than accumulated will have their pay adjusted accordingly except that counselors may charge such time to vacation or administrative leave. In such cases, all sick leave policies will apply.

Counselors are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the workday on which a sick leave day is used and to keep the supervisor adequately informed should the absence extend beyond one day.

Unused sick leave is cumulative.

ARTICLE 14 - VACATION

Regularly appointed full-time counselors are first eligible for vacation leave upon completion of the fiscal year during which they are employed. Vacation allowance is earned on a monthly basis to a maximum number of days per year as set forth below. Vacation allowance is earned for each full month of employment. Counselors on leave for a month or more do not earn vacation. The allowance earned in one fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the counselor and his/her supervisor, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, a counselor may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and the counselor mutually agree to such an extended vacation.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring counselor is entitled to any unused vacation earned in the previous fiscal year plus the amount of vacation accrued on a pro-rata basis for service in the fiscal year in which retirement occurs.

Vacation accrual is based on fiscal years of service and is as follows for 12-month full-time exempt (NL) counselors. Vacation is prorated for 10-month counselors:

1. Less than one fiscal year of service: one working day
for each full month of service.
2. Completed one through four fiscal years: 15 working days
3. Completed five through 19 fiscal years: 20 working days
4. Completed 20 or more fiscal years: 25 working days

Vacations shall be taken at the convenience of the department with consideration given to counselors' preferences. All vacations are subject to approval by the supervisor.

ARTICLE 15 - LEAVE OF ABSENCE WITHOUT PAY

1. A counselor may submit a written request for leave of absence without pay for consideration by Rutgers. If the purpose of the leave is for other than emergency reasons, the request for leave must be made at least six months in advance. Such request shall be granted by Rutgers only in exceptional situations.

If the requested leave is for the purpose of child care immediately after birth or adoption, and the leave requested is for less than a month, the University will accommodate the request.

If the purpose of the leave is for professional development, and is certified by the department as necessary for the job, the University will accommodate the request if the University deems that such leave will not disrupt the students who are served by the counselor. Such requests for leave will not be granted more than once in a three-year period.

2. A counselor who is unable to perform the duties of his/her job title because of illness or injury shall be given a leave of absence without pay, limited to a period of up to three (3) months. To obtain leave, the counselor must request the leave and must furnish justification for the leave. Upon expiration of a counselor's leave of absence, the counselor shall be returned to his/her former position if it is open, or to a position comparable to the one previously held.

3. Counselors on leave without salary for one month or longer do not accrue vacation or sick leave benefits. Counselors are entitled to benefits as specified in University policy for administrative employees on leave of absence without pay at the time of commencement of the leave.

ARTICLE 16 - HEALTH & SAFETY

Rutgers and the Union will meet regularly twice a calendar year to discuss long-range, overall safety and health problems of counselors. Two additional meetings per calendar year may be called by either party if necessary. One counselor may attend these meetings without loss of pay for the time spent in attendance, and one additional Union representative may also attend.

Immediate safety problems should be reported to the supervisor, or to the Department of Radiation and Environmental Health and Safety, and to the Office of Employee Relations. The Office of Employee Relations will advise the Union of such reports by the counselors.

If the University determines that a worksite is unsafe, counselors at that worksite will not be required to work at that site until the University determines the site to be safe.

ARTICLE 17 - LAYOFF

1. All counselors are probationary employees for the first ninety (90) calendar days of their employment. Probationary counselors may be terminated at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of the grievance procedure nor shall they be entitled to the notice provisions of this article.

2. When Rutgers decides to reduce the number of counselors in a job title in a particular department, either because of lack of work, lack of funding or elimination/reduction of a program, the counselor(s) so affected are entitled to notice as follows:

- a. Five (5) working days notice for each full year of service except that the minimum notice will be 20 working days and the maximum will be 125 working days.
- b. During this notice period, counselors will be provided reasonable consideration for time to seek other employment either through use of vacation, administrative leave, accrued compensatory time, adjusted work schedule, or leave without pay. All earned vacation time must be used prior to the effective date of layoff.
- c. If during this period of notice, a vacancy which is to be filled occurs in the counselor's job title, the counselor will be placed in that vacancy provided that the University determines that he/she has the requisite qualifications and ability to perform the work available.
- d. Within a period of six (6) months after lay off, if a vacancy which is to be filled occurs in a job title previously held by the laid off counselor, that counselor shall be recalled provided that the University determines that he/she has the requisite qualifications and ability to perform the work available.

ARTICLE 18 - MAINTENANCE OF STANDARDS

Rutgers and the Union agree that counselors shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to employees in the bargaining unit provided for in the University Regulations, Procedures, and Forms Usage Manual and not provided for herein. During the life of the Agreement, any change in the University Regulations, Procedures, and Forms Usage Manual affecting terms and conditions of employment of members of the bargaining unit shall be negotiated. (See Appendix A.)

ARTICLE 19 - DUES DEDUCTION

The University agrees to deduct dues from the paycheck of each employee who furnishes a voluntary written authorization for such deduction for as long as the employee continues the authorization. Such authorization must be on a form acceptable to the University.

The amount of dues shall be such amount as may be certified in writing to the University by the Union at least forty-five (45) days prior to the date on which deduction of dues is to be made. The University shall remit to the union every four (4) weeks all dues deducted together with a list of names of members from whose pay such deductions were made.

The Union shall pay all programming costs associated with deduction of dues.

ARTICLE 20 - PERSONNEL FILES

A personnel file for each counselor shall be maintained in the office of the EOF Director. If the file is maintained in any other office, the counselor will be advised where the file is being maintained. The file shall be available for examination by the counselor during normal office hours by prearrangement. The counselor may add to the file documents which pertain to his/her employment at Rutgers. The counselor may purchase copies of documents contained in this file.

A number of issues regarding personnel files are negotiable and a number of issues are not negotiable. The above language does not mean that it is necessarily the only personnel file that an employee will have.

ARTICLE 21 - POSITION RECLASSIFICATION REVIEW

A counselor who believes that his/her duties have changed significantly may initiate a request for a review of his/her position. Such request for review may be submitted by the counselor to the office of Wage & Salary Administration provided that the department concurs that the job description is accurate and that the department requires that the duties described be performed. The request must be made on forms designed by the University. A minimum of 18 months must elapse before a request can be made to reevaluate a previously evaluated position.

The Office of Wage & Salary will complete such review within eight (8) weeks of receipt of completed forms by that office, with an extension of time if necessary. If an extension is necessary, the counselor will be notified.

The Office of Wage & Salary will give the counselor an opportunity to be interviewed during the review process. The counselor will be sent a copy of Wage & Salary's determination along with the rationale for such determination.

Salary adjustment upon reclassification is calculated as follows:

1. If the reclassification results in an increase:
 - a. If the increase is one or two ranges, increase the counselor's salary by the equivalent of one (1) step in the current range; if the reclassification results in an increase of three ranges or more, increase the counselor's salary by the equivalent of two (2) steps.
 - b. Then equalize the figure calculated in 1. a. above to the same salary in the new range. If no step in the new range is equal to this increased salary, the counselor's salary will be adjusted to the next higher step in the new range, but may not exceed the maximum step of the new range.
 - c. If the total adjustment is an amount equal to two increments or more, the anniversary date will be one year from the nearest quarter beginning on or after the effective date of the reclassification.
2. If the reclassification results in a downward evaluation:
 - a. Reduce the counselor's salary by the equivalent of one step in the current range.
 - b. Then equalize that salary to the same salary in the lower range. If there is no step in the lower range equal to this reduced salary, the counselor's salary will be adjusted to the next higher salary in the new range but may not exceed the maximum step of that range.

The effective date of any upgrading will be the payroll begin date following receipt of the completed request for review materials at the office of Wage & Salary Administration. The effective date of any downgrading will be the first day of the pay period following the evaluation decision.

If an evaluation results in a reclassification to a range not currently within the salary table for the unit, a new range(s) will be constructed. In constructing a new range(s), the approximate 5% differential between ranges will be maintained.

Special Provision:

Within 90 days after ratification of this 1988-92 Agreement, the job duties of each counselor on payroll at that time will be reviewed by Wage & Salary. Each counselor will be advised of the evaluation of his/her position. If any position is evaluated at a lower range, then, for this review only, that counselor will not be downgraded but will remain at the current range. No further review of an encumbered position evaluated at a lower range in this review shall take place within 12 months of the date the special review is concluded.

ARTICLE 22 - PROMOTIONS

When vacancies occur for regular unit positions that are to be filled, they will be posted.

Counselors who meet the qualifications for a posted position may apply for it. There is no limit on the number of times a counselor may bid for posted positions except that after a counselor has successfully bid and has been accepted, he/she must wait six (6) months before bidding on another position.

A complete resume for each position applied for must be in the designated personnel office within ten (10) calendar days after the initial date of the posting.

Salary adjustment upon promotion is calculated as follows:

1. If the promotion results in an increase of one or two ranges, increase the counselor's salary by the equivalent of one step in the current range.

or

If the promotion results in an increase of three ranges or more, increase the counselor's salary by the equivalent of two steps.

2. Then equalize the figure calculated in 1. above to the same salary in the new range. If no step in the new range is equal to the calculated figure, the counselor's salary will be adjusted to the next higher step in the new range, but may not exceed the maximum step of the new range.
3. If the total adjustment is an amount equal to two (2) increments or more, the anniversary date will be one year from the nearest quarter beginning on or after the effective date of the promotion.

ARTICLE 23 - PROFESSIONAL DEVELOPMENT

Proposals for special assignments may be submitted at any time to the counselor's Director. The submission must describe in detail how the proposal is of specific significance to the counselor's college/EOF program, how the counselor would go about implementing the proposal, an estimation of the time necessary to complete the project, any costs or resources which would be necessary to complete the project, and the benefits which would result.

If the Director determines to assign a counselor to undertake a proposal which has been submitted, the Director will advise the counselor in writing of the assignment, the estimated time which the counselor may spend on the assignment, and the budget constraints. At the Director's discretion, while the counselor is so assigned and work on the project progresses, the Director will make arrangements for the time necessary to complete the project.

This provision expires on June 30, 1992. Nothing about this provision is grievable.

ARTICLE 24 - PRINTING OF AGREEMENT

The University agrees to pay one-half of the printing and distribution costs of this Agreement. The University's liability shall be limited to an amount no greater than one-half the cost of fifty (50) copies at the rate of five (5) cents per page. Said Agreement shall be printed by the AAUP, using its own equipment. It shall bear the AAUP logo on its cover and a union label ("bug") on the inside cover page.

ARTICLE 25 - TERM

This Agreement shall be effective from March 2, 1990 through 12 midnight June 30, 1992.

Dated: 4/10/90

RUTGERS, THE STATE UNIVERSITY

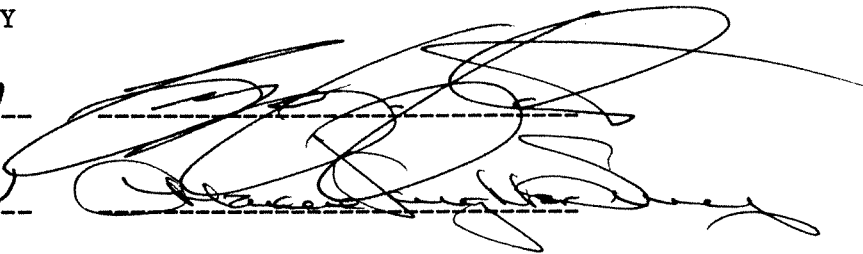
Christine B. Mouny

Mary Ann Barron

James D. [unclear]

Raymond W. Smith

James W. Reed



FOR THE EOP COUNSELORS

Larry Miller

Henry Goodhead

Ernest [unclear]

Christie L. Hutchins

Heidi Boula

[unclear]

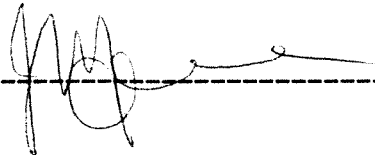
Monica O. Taylor

William Edward

Carol Hammond

Shirley [unclear]

Michelle Shostack



APPENDIX A

MEMO OF AGREEMENT

In the interest of reaching an Agreement with the EOF Unit, Rutgers agrees to modify it's December 8, 1988 Maintenance of Standards counterproposal by eliminating the following paragraph.

"Rutgers may establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement".

The Union understands that removal of this paragraph is not a concession by the University that it does not have the right to establish rules and regulations concerning the work to be performed by its employees or concerning the conduct of its employees nor is it a concession that it will not establish such rules and regulations.

The University understands that the Union has not given up any rights it has under N.J.S.A. 34-13a-1 et seq.

APPENDIX B

November 16, 1989

Mr. Larry Miller
Spokesperson, EOF
Room 16 B, Milledoler Hall
CAC

Dear Larry:

At negotiations on September 14, Mr. Keddie requested a letter concerning new title(s) which may be created as a result of the special review which is planned for counselors upon ratification of the Agreement. On October 3, I sent you such letter. This letter modifies the October 3 letter as underlined in the next paragraph.

If the job description of such new title(s) predominantly consists of counseling duties in the EOF Program, we will agree to include that title in the unit. If as a result of the special review, a counselor is reclassified into a title which would not be so included in the unit, the counselor will remain in the unit until the expiration of the Agreement. However, nothing in this agreement signifies that such title will be included in the unit unless the parties agree at some future date to include such titles.

Yours truly,

Christine B. Mowry, Asst. V.P.
for Staff Affairs and
Director, Office of Employee
Relations

cc: Wells Keddie

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