

**AGREEMENT  
BETWEEN**

**COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO  
LOCAL 1040**

**AND**

**RUTGERS, THE STATE  
UNIVERSITY**

**July 1, 2014 to June 30, 2018**

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## **PREAMBLE**

This Agreement is effective July 1, 2014 and is made between Rutgers, the State University of New Jersey, 57 U.S. Highway 1 South, New Brunswick, NJ 08901 (hereinafter called "University") and the Communications Workers of America, AFL/CIO, 501 3<sup>rd</sup> Street NW, Washington, DC 20001-2760 (hereinafter called the "Union").

CWA Local 1040, 230 Parkway Avenue, Trenton, NJ 08618 will hereinafter be called the "Local Union".

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. This Agreement is intended to contribute to the fulfillment of those responsibilities. As such, this Agreement also has the purpose of the improvement and promotion of harmonious employee relations between the University and the Union, the establishment of equitable and peaceful procedures or the amicable resolution of all disputes and grievances, and the determination of wages, hours of work and other terms and conditions of employment. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement which sets forth the employment relationship between the University and the staff members subject to this Agreement under applicable State and Federal law.

### **ARTICLE 1. AGREEMENT SCOPE**

This Agreement covers all regular full and part-time employees working twenty (20) hours or more per week of the University working at the state Department of Corrections and the Juvenile Justice Commission in the titles of: Clinician Supervisor, Mental Health Clinician II, Mental Health Clinician III, Forensic Mental Health Clinician, Occupational Therapist, Quality Improvement Coordinator, Forensic Mental Health Trainer, Recreational Therapist, Secretary I, Data Control Clerk and Principal Management Assistant who have satisfactorily completed their initial probationary period (referred to herein as "staff member"). All other staff members are excluded from the scope of this Agreement.

### **ARTICLE 2. UNION STATUS**

#### **2.01 Recognition:**

The University recognizes the Union as the exclusive collective bargaining representative of every staff member covered by this Agreement.

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

As part of the general orientation of all new staff members, a representative designated by the Union will be provided, time set aside by the University, not to exceed fifteen (15)

minutes, to speak with all new staff members during their first two (2) weeks of employment.

The University shall, at the end of January and July of each year, provide the Union with a complete and alphabetized list of bargaining unit staff members. Such list shall include name, address, job title, unit, employee class, scheduled base annual salary and facility.

The University shall provide the Union with a list of all new staff members hired each month, including the staff member's name, address, date of hire, employee class, job title, department, and facility. Such lists shall be provided to the Union no later than forty (40) days after the last day of the month.

#### **2.02 Union Dues:**

Effective upon ratification, the University agrees to deduct from the regular paycheck of staff members included in the bargaining unit, dues for the Union, provided that the staff member authorizes such deduction in writing in proper form to the local Human Resources Office.

The University shall make Union dues deductions from a new staff member in the pay period next following the ninety (90) days after the staff member's date of hire.

Union dues deductions from any staff member in the bargaining unit shall be limited to the Union, the duly certified majority representative.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary or hourly wage of staff members.

The University will make every effort to immediately cease deduction of union dues when a staff member transfers out of the bargaining unit.

#### **2.03 Transmission of Dues:**

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

#### **2.04 Agency Fee:**

All eligible nonmember staff members in the unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any staff member to become a member of the Union.

For the purpose of calculating representation fee deductions, reimbursement for tuition shall not be included as part of the gross salary of staff members.

Prior to the effective date of this Agreement and prior to each succeeding contract year, the Union will notify the University, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in Section 2.03 above. In no event shall the representation fee exceed eighty-five (85%) percent of the payments of regular members.

After verification by the University that a staff member must pay the representation fee, the University will deduct the fee for all eligible staff in accordance with this Section. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

The University shall deduct the representation fee as soon as possible after the tenth day following reentry into the unit for staff members who previously served in a position identified as excluded, for individuals recalled from layoff, for staff members returning from leave without pay, and for previous staff members who become eligible for the representation fee because of nonmember status.

The University shall deduct the representation fee from a new staff member in the pay period following the ninety (90) days after the staff member's date of hire.

The representation fee in lieu of dues shall only be available to the Union if the procedures set out hereafter are maintained by the Union. The burden of proof under this system is solely on the Union.

The Union shall return any part of the representation fee paid by the staff member which represents the staff member's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The staff member shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the University's Labor/Employee Relations section of the Office of Human Resources. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the staff member is dissatisfied with the Union's decision, he/she may appeal to the three (3) member board established by the Governor.

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the bargaining unit which



arises from deductions made by the University in accordance with this provision. The University shall not be liable to the Union for any retroactive or past due representation fee for a staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the representation fee.

It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than fifty (50%) percent of the eligible staff members in the bargaining unit are dues paying members of the Union.

Provisions in this clause are further conditioned upon other requirements set by statute.

The University will make every effort to immediately cease deduction of union dues when a staff member transfers out of the bargaining unit and any overpayment of dues shall be reimbursed to the employee by CWA Local 1040.

#### **2.05 Union Representatives, Rights and Limitations:**

The Union shall furnish the Director of Labor Relations in the Office of Human Resources or other designee of the University a list of all official Union representatives, specifying their authority and showing the name, title or office for each and the facilities/departments and shifts for which they function. The Union shall notify the University of any changes in the list within fifteen (15) working days of any change.

The University will furnish the occupational title of every University staff member such as the Vice President and Chief Executive Officer of UCHC and JJC, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the University to be considered either the immediate supervisor of any bargaining unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.

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

The University will recognize the already established Branch structure at each facility. The appointed and elected representatives in this structure are endowed with the authority to act on behalf of the Local Union. In addition, the University will recognize any assigned Staff Representative or other elected or appointed officer from the Local or National office. The Local Union will provide a list of those representative to the University.

The names of these representatives and officers will be provided to the Director of Labor Relations, and the Unit Vice President, UCHC and updated within thirty (30) days of any change.

The University agrees that during working hours, on its premises and without loss of base

pay, or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

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

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

**2.06 Union Mail:**

When the Union has mail to be delivered to its officers or representatives, the University's interoffice mail system will be made available, provided that priority is retained for the business of the University.

Any mail incorrectly addressed to the Local Union at the University shall be forwarded with reasonable care to the Local Union at the address set out in the Preamble to this Agreement. Union officers and representatives shall be allowed to use fax machines within the University to send grievance reports to the Labor Relations office and the Union office in Trenton, NJ, provided that the primary use of the fax machine is for the business use of the department.

**2.07 Union Business:**

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

The Union shall have the right to designate any Union officer (Chairpersons, Secretary, Treasurer or Grievance Chairperson) for such leaves of absence. A total of ten (10) days of such leave in the aggregate may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the University is required. Written notice, from the Union (including a Local President), of the authorization of an individual to utilize such leave time shall be given to the staff member's supervisor with a copy to the Office of Labor Relations at least twenty-one (21) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the University.

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of fifteen (15) days in the aggregate of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

**2.08 Information and Data:**

A list of job titles and their respective salary ranges shall be appended to the collective bargaining agreement. This list is for informational purposes only.

The University shall continue to provide the local Union with revisions of University and Human Resources policies in a timely manner. The local Union will be placed on an Email list to receive all notices of changes in University policies and the changes in the policies.

All information the University is required to provide will be provided in a readable electronic format.

**ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

**3.01 Appointment to Position:**

Appointment to a position shall be in writing with the date of hire and salary stated. A job description for the specific position occupied by the newly appointed staff member will be distributed to him/her prior to or at orientation. Further, at the time of hire or a change in position, each bargaining unit member will be informed in writing of his/her current normal work week and days, current travel requirements, current shift differential, and current on-call requirements. Other job descriptions defining all positions under this Agreement will be made available for review by an authorized Union representative upon request.

**3.02 Work Outside of Job Classification:**

Staff members shall be assigned work appropriate to their job classification. The parties further agree that staff will not be assigned work outside of job classification as a usual and substantial part of their assigned duties.

Claims of work outside of job classification identified by the Union are to be submitted to

Compensation Services with copies sent to the Director of Labor Relations and the staff member's department head. The claim will be investigated and Compensation will provide a written response within one hundred eighty (180) calendar days. Such response shall include the substantive reason (s) for their determination. After the initial 90 days, the union may request a status update from Compensation Services on the claim being investigated.

If the claim is substantiated to be in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by Compensation.

If the claim is denied, within fourteen (14) calendar days of the denial, the local union, may, in consultation with the employee, appeal to the Director of Compensation. The appeal shall state the reasons why the union and/or employee believe the decision was made in error. The Director of Compensation shall make a determination on the appeal within thirty (30) calendar days. Such decision shall be final and shall not be subject to the grievance and/or arbitration provisions of this Agreement.

### **3.03 Promotions and Reclassifications:**

Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements and the salary range for the position.

The announcement of the position vacancy will be posted on the University's Human Resources website for a minimum of five (5) business days. Interested internal candidates are to submit their applications on the University's web-based tracking system. Staff who wish to transfer within UCHC and within the same title may submit an application on the University's web-based tracking system and must notify the Vice President of UCHC in writing and/or e-mail of the transfer request. Should the staff member be denied the transfer, said denial may be appealed to the Director of Human Resource Services within three (3) days of the denial. The Director of Human Resource Services shall render a decision on the appeal prior to any job offer being made to another candidate.

Each internal candidate will be notified in writing of the decision with respect to his or her candidacy. This decision will indicate: 1.) that the applicant has been offered the position, or 2.) that the applicant has not been offered the position, including a reason for such decision.

The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position.

Transfer in status or classification shall not delay the use of entitled benefits.

Transferred and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Such staff members shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period. Should the staff member fail probation, the University shall return the staff member

to his/her former position if it is still available. Should the staff member's position not be available, his/her employment with the University will be terminated. The staff member will be allowed to bid internally for three (3) months after termination and will be guaranteed one (1) interview if he/she meets the minimal requirements of the position. If the staff member obtains a position during this period, he/she shall retain his/her original date of hire.

### **3.04 Reassignment:**

Reassignment is the movement of a staff member from one job assignment to another within such staff member's job classification and within his/her department. Such reassignment may be to another geographic location.

When a staff member is reassigned, he/she will be given not less than seven (7) days' notice prior to the date that the reassignment is set to commence. In the event of unforeseen circumstances, less notice may be acceptable.

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

### **3.05 Evaluations:**

Evaluations shall be governed by the University's Policy regarding evaluations.

The annual staff performance evaluations will be done on a prompt and timely basis. Staff members shall have the option to provide a self-evaluation or written comments to their supervisor in anticipation of their annual performance evaluation. Any staff member electing this option must provide the self-evaluation or written comments no later than three (3) days prior to the annual staff performance evaluation. No staff member shall be required to perform a self-evaluation. It shall not reflect negatively or positively upon any staff member who chooses not to participate in a self evaluation.

No document of anonymous origin shall be used in the performance evaluation. At the time of the evaluation, the staff member will be provided a copy of his/her job description. The staff member being evaluated will be provided a copy of his/her performance evaluation and will have five (5) calendar days to review the evaluation. By the conclusion of the time period, the staff member may add his/her comments to the performance evaluation. The staff member shall indicate agreement or disagreement and shall sign the performance evaluation. Comments added by the staff member shall be attached to the evaluation and included in the staff member's Personnel file in Human Resources.

If comments are not made within this period, or the staff member does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.

## **ARTICLE 4. EMPLOYEE STATUS**

### **4.01 Classification:**

A staff member will be classified as either (a) full time or (b) part time.

### **4.02 Regular Full Time Staff Member:**

A staff member who is hired to fill a position for an undetermined period of time. Regular full-time non-exempt staff will work thirty-five (35), thirty-seven and one-half (37½) or forty (40) hours each week, as determined by the position.

Regular full-time exempt staff will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments. Regular full-time staff shall be eligible for all benefits pertaining to full-time status.

### **4.03 Regular Part Time Staff Member:**

A staff member who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will work twenty (20) hours or more per week but less than the Full Time equivalent for the position. A part-time staff member shall be eligible for prorated benefits as per current University policy and regulations of the State Health Benefits Commission.

### **4.04 Probationary Period:**

All Full and Part Time staff members shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time staff members. A staff member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

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

### **4.05 Personnel Files:**

A staff member shall, within three (3) working days of a written request to Human Resources, have an opportunity to review his/her central Personnel file in the presence of an appropriate official of Human Resources to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the University. Such examination shall not require a loss of paid time. If requested by the staff member, a Union representative may accompany the staff member.

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

rate for any copies.

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

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

#### **4.06 Seniority:**

*A. Accrual:* Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period.

*B. Loss of Seniority:* A staff member's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

*C. Layoff:* Layoffs shall be administered in accordance with University policy except as stated below.

Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.

*D. Layoff Notices:* Effective the date of ratification, if any member of the bargaining unit is laid off for any reason other than due to subcontracting, he/she shall receive either four (4) weeks of notice or compensation in lieu of such notice.

##### **1. Bumping and Recall Rights**

A regular employee affected by a layoff may fill a vacancy first, or exercise bumping rights within his/her job classification, or to a previously held job title on a unit within his/her region, provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

The regions within UCHC which are in effect for layoff and bumping rights are:

- (1) Northern Facilities: ADTC, East Jersey, Edna Mahan, Mountainview, Northern State, SVP Units
- (2) Central Facilities: NJ State Prison, CRAF, AC Wagner, Garden State, Mid State, all JJC facilities
- (3) Southern Facilities: Southwoods, Bayside, Southern State

Bumps shall be only within a job title within UCHC or to the immediate prior job title within UCHC. Staff members shall be able to exercise bumping rights provided that they meet the requirements for the position.

A list of vacant positions will be available for review on the University's Human Resources website.

The University will make its best efforts to place individuals who do not have bumping rights.

A staff member who chooses to fill a vacancy or to bump another staff member within UCHC, and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.

Within their respective departments/work units, regular staff members shall not be laid off before temporary or probationary staff members in the same job classification.

Staff choosing not to exercise their bumping rights remain eligible for recall.

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

All laid off staff shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off staff member refuse a position when recalled, s/he shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to ten percent (10%) less than the salary of their former position. Staff members will be recalled based on the effective date of the layoff. If more than one (1) staff member in the same job title is laid off, effective the same date, University-wide seniority will be utilized to determine recall rights.

Upon recall, a staff member shall retain his/her original date of hire.

Staff members shall serve a probation period of ninety (90) days in a new position whether such placement is due to filling a vacancy, exercising a bump, or as a result of a recall, except that a staff member who bumps or is recalled into the same job title or lesser title in the same title series within the same department shall not be required to serve a probation.

Probation can be extended, at the option of the University, up to an additional ninety (90) days. Failure of a staff member to satisfactorily complete the probation period shall result in the staff member being placed on a recall list for up to one (1) year. If the staff member is recalled and again fails probation, such staff member's employment at the University shall be terminated and all layoff and recall rights shall cease.

## ***2. Special Categories of Employees***

All regular full or part-time staff members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:



- a) Staff members employed under a J-Visa shall not be eligible for coverage.
- b) Staff members employed under an H-Visa shall have bumping rights only into the same job classification.

### ***3. Notice of Layoff***

The University will act in accordance with all federal and state statutes and regulations and will provide a minimum of twenty eight (28) calendar days' notice of layoff to any regular staff member affected.

The University shall continue the practice of providing the local Union with a copy of each layoff notice sent to staff members. Such notice shall be provided, by mail or fax, within twenty four (24) hours of the staff member's receipt of the layoff notice.

### ***4. Information to the Union***

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. In the event that five or more staff members are laid off within a pay period at UCHC the University shall, upon notification to the Union of the names and job titles of the staff members affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles.

### ***5. Continuity of Services***

The University agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.

#### **4.07 Seniority Lists:**

The University shall maintain a union data library which shall contain the following information about members of the bargaining unit: name, University ID, job title, current date of hire, unit, campus, status (FT or PT), classification (salary table and grade), salary, home address, and University email address. Access to the union library will be limited to a person(s) designated by the Union and agreed to with the Director of Labor Relations or his designee.

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

#### **4.08 J-Visa and H-Visa Employees:**

As part of its notification to the Union of a Labor Condition Application filed with the U.S. Department of Labor, the University shall, if allowable by law, provide the Union with the name of each individual for whom the application is being made.

## **ARTICLE 5. WORK TIME**

### **5.01 Normal Workday:**

For the purposes of determining the application of any non-exempt staff member's base compensation rate, a regular non-exempt staff member's normal workday will be either eight (8), seven and one-half (7½) or seven (7) work hours as determined by the staff member's position. This hourly rate will also be used to calculate the compensation of regular part-time staff members. All defined workdays for non-exempt staff members shall include rest periods as specified in section 7.14 and a scheduled meal period as specified in section 7.15.

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

### **5.02 Normal Workweek:**

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

### **5.03 Work Schedules:**

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

Changes requested by a staff member in their schedule will be considered by the University and will not be unreasonably denied.

Staff members shall receive as much notice as possible but no less than two (2) weeks notice, except in the event of an emergency, of a change in scheduled hours that requires a staff member to work evening, night, or weekend hours on a regular basis. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected staff members.

If possible and where appropriate, the University will seek volunteers to change to new departmental schedules.

### **5.04 Overtime Work: Compensatory Time Off**

A non-exempt staff member may request overtime payment or compensatory time off for hours worked in excess of forty (40) hours. The University retains the option of paying non-exempt staff member's overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (F.L.S.A.) for public employment and such compensation will be at the rate of time and one-half (1½) the number of overtime hours worked.

The University shall give non-exempt staff members as much advance notice as possible relative to the scheduling of overtime.

Compensatory time off for exempt staff members shall be in accord with current University policy and Article 6.02.

**5.05 Weekend Defined:**

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

**ARTICLE 6. MONETARY BENEFITS: TIME WORKED**

**6.01 Base Pay:**

An employee's base pay is the employee's pay rate exclusive of any differential, premiums, bonuses or other additional forms of compensation. An employee's pay rate for all benefit time (e.g. vacation, holidays, etc.) and time worked shall be deemed to be at the base rate of pay unless specifically identified otherwise in this collective negotiations agreement.

**6.02 Regular Pay:**

An employee's regular pay is the employee's pay rate inclusive of shift and other differentials the employee routinely receives, but shall exclude overtime and on-call pay.

Exempt position means a position where the employee regularly receives each pay period a predetermined amount constituting his/her salary. Exempt staff employees are not entitled to overtime pay under FLSA regulations.

Non-Exempt position means a position where the employee must be paid on an hourly basis and receive overtime pay at a rate of not less than one and one half times (1.5x) their regular rate of pay after 40 hours of work in a work week.

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

When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into the Local 1040 unit on or after the ratification of this Agreement by the parties.

**6.03 Premium Compensation Rate - Overtime Work:**

The University conforms to the Fair Labor Standards Act (FLSA) for public employment. All non-exempt staff members shall be compensated at time and one-half (1½) for all hours worked in excess of forty (40) hours. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off.

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

premium pay shall not be pyramided.

An exempt employee who works a “full day” beyond his/her regular work week shall be granted a comp day for said day provided that the employee notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor’s prior approval to do so. For the purpose of this provision, a “full day” shall be defined as the employee’s regular daily hours of work. Comp days may not be earned fractionally. Comp days must be used prior to vacation days and float days and by the end of the quarter following the quarter in which they are earned.

**6.04 Pay Period:**

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

Staff members may opt for direct deposit of their paycheck into their personal bank account.

When an error in pay has been made, the University will issue a check with the correction as quickly as practicable, with proper deductions.

**6.05 Salary Increase Date:**

Salary increases which may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect, excluding cases where the effective date is postponed due to a staff member’s less than satisfactory evaluation.

**6.06 Daylight Saving Time:**

If a non-exempt staff member actually works one (1) hour greater than his/her scheduled hours of work as a result of an adjustment in daylight savings time, he/she shall receive either one (1) hour additional pay or one and one-half (1 ½) hours additional pay. If a non-exempt staff member works one (1) hour less than his/her scheduled hours of work as a result of an adjustment in daylight savings time, s/he will be compensated for the time actually worked.

**ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED**

**7.01 Holiday Designation:**

All Full Time staff members will be entitled annually to eight (8) holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The eight (8) holidays are:

- |                        |                               |
|------------------------|-------------------------------|
| New Year's Day         | Martin Luther King's Birthday |
| Memorial Day           | Independence Day              |
| Labor Day              | Thanksgiving Day              |
| Day after Thanksgiving | Christmas                     |

Effective July 1, 2015, staff members shall receive nine (9) days off designated as follows: (a) two personal days (PH); (b) three administrative leave days (AL); and (c) four mandatory leave days (ML) received in November. Such paid days must be used in the same fiscal year, as they were received and are not eligible for payout upon separation. Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the university, during the designation of the four mandatory leave days referenced above.

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

Requests to use single paid personal days that are made with at least five (5) workdays notice in advance shall not be denied. Requests to use consecutive (2 or more) paid personal days that are made within 45 calendar days' notice in advance shall not be denied. If more than one unit member requests the same time off, if operationally feasible the request off will be granted in seniority order. This provision shall sunset as of July 1, 2017 unless reinstated by the parties prior to or during successor negotiations.

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

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

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

Regular Part Time staff shall be entitled to float holidays on a proportionate basis based on the number of hours hired to work.

Except in the case of an emergency, a request for PH and AL days must be submitted to the staff member's supervisor for review and approval at least five (5) days in advance of its intended use. Requests to use PH and AL days made with less than five (5) days advance notice will be considered and not unreasonably denied.

PH and AL days may be used for emergencies, personal matters, observance of religious or other days of celebration (but not officially recognized University holidays).

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

#### **7.02 Holiday Entitlement:**

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

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

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

#### **7.03 Holiday Pay:**

A non-exempt staff member who is required to work on a holiday other than the Day after Thanksgiving shall be paid at a rate of time and one-half (1 ½) their regular rate of pay. A non-exempt staff member who is required to work the Day after Thanksgiving shall be paid at a rate equal to the basic rate of pay. In addition, non-exempt staff shall receive either a scheduled day off or be credited with one (1) day of compensatory time.

Exempt staff members who are required to work on a holiday shall be credited with one (1) day of compensatory time unless waived by mutual agreement between the staff member and his/her supervisor. The exempt staff member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period.

#### **7.04 Vacation Amount:**

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

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

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from a staff member's department head and the Campus Director of Human Resources.

**7.05 Vacation Accruals:**

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0 - 10 yrs.	1 1/4 days
11 - 20 yrs.	1 2/3 days
Upon completion of 20 years	2 1/12 days

A staff member will be paid for vacation at the staff member's base rate of pay.

**7.06 Vacation Entitlement:**

All regular Part Time staff who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the staff member is regularly scheduled to work.

Vacation credit shall not accrue while a staff member is on an unpaid leave except that a staff member will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month s/he returns from leave provided the staff member returns on or prior to the 15th of the month.

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

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

**7.07 Vacation Scheduling:**

The vacation period will be the entire year. The staff member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. No part of a staff member's scheduled vacation may be charged to sick time.

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

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

Vacation requests for the period June 1 through November 30 which involve the use of one (1) or more weeks must be planned and requested by February 15<sup>th</sup> of each year. A written response to the staff member's request will be provided by March 15<sup>th</sup>. Vacation requests for the period December 1 through May 31 which involve the use of one (1) or more weeks must be planned and requested by September 15<sup>th</sup> of each year. A written response to the staff member's request will be provided by October 15<sup>th</sup>. For each vacation period, the staff member will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation time are timely and two (2) or more staff members request the same time period, University seniority will prevail.

Failure to submit a vacation request by February 15th will result in loss of seniority status as it relates to vacation requests for the upcoming year. Any vacation requests submitted after February 15th, including those of less than (1) week, will be treated on a first come basis and not decided by seniority. A request must be submitted a minimum of thirty (30) days before the effective date of the vacation, unless waived by mutual agreement of the staff member and his/her department head/designee. A written response to the staff member's request will be provided within seven (7) calendar days of receipt.

In order to provide for the continuity of care for inmates/patients, staff will be expected to identify coverage for the requested vacation period. Supervisors as necessary will intervene if this presents a problem for the employee to find a co-worker to provide coverage and will assign such.

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

#### **7.08 Sick Leave; Entitlement and Amount:**

All regular full-time staff members shall accrue sick days on the basis of one (1) day per month. Regular part-time employees' sick leave accrual shall be pro-rated.

Sick hour accruals are cumulative from one year to the next.

Sick leave shall be administered in accordance with University policy. For those employees who do not have access to the internet, upon request, copies of any University Human Resources Policy will be provided.

#### **7.09 Sick Leave; Notice and Pay:**

A staff member will be paid for sick leave at the staff member's base rate of pay.

Staff members are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless



they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date s/he must call in with a new expected return date.

When a Doctor's note is required a doctor's certification from the employee's health care professional must include the medical facts (not diagnosis) supporting the absence and will be provided to the department supervisor. Such documentation will be kept in a secure place.

Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, s/he shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half (½) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

The compensation shall be paid in accordance with the State rules then applying.

Per University policy, a staff member can use up to ten (10) sick days to take care of a seriously ill family member.

#### **7.10 Leave for Death or Serious Illness in Immediate Family:**

A unit member who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister or step brother) may charge up to three(3) days for such absence to attend the funeral or for mourning.

Such time must be initiated within seven (7) calendar days from notice of the date of death. If such notification exceeds the date of death by more than seven (7) days, a department may require verification of notification. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave. If an employee requests to use available vacation time to extend the bereavement leave, it will not be unreasonably denied.

A short period of emergency attendance upon a member of the staff member's immediate family who is seriously ill and requiring the presence of such staff member may be granted in accordance with University policy and the Family Leave Act.

Regular Part Time staff will receive prorated benefit.

**7.11 Jury Duty Leave Amount:**

Staff members shall be granted necessary time off, at the staff member’s base rate of pay, when s/he is summoned and performs jury duty as prescribed by applicable law and provided the staff member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or work week for the staff member.

The receipt of a notice to report for jury duty must be reported immediately to the staff member’s supervisor.

**7.12 Jury Duty Leave Procedure:**

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

If jury duty is canceled on a day the staff member would have worked, the staff member must immediately notify his/her supervisor and may be required by the supervisor to report to work.

**7.13 Court Appearance:**

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

**7.14 Rest Periods:**

A non-exempt staff member shall be entitled to a fifteen (15) minute rest period during each four (4) consecutive hours of the work shift. Such rest periods are not cumulative.

**7.15 Meal Period:**

Non-exempt staff who work during their regularly scheduled meal period will, at the option of the University, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall continue to be granted an unpaid meal period as per current practice.

**ARTICLE 8. LEAVES OF ABSENCE**

**8.01 Basis and Amount:**

<u>Type of Leave</u>	<u>Maximum Length</u>
<i>Medical/Maternity</i> (after use of accumulated sick time)	As per current University Policy
<i>Military</i>	In accordance with State and Federal Statutes
<i>Family</i>	As per current University Policy

*Academic*  
*Personal*

As per current University Policy  
As per current University Policy

**8.02 Procedure:**

*A) Medical/Maternity Leave:* Medical/Maternity Leave will be governed by University policy.

*B) Military Leave:* Military leave will be governed by applicable State and Federal Statute.

*C) Family Leave:* As per current University policy.

*D) Workers' Compensation:*

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

If not approved by Risk and Claims Management application may be made to use sick leave, if available and then application may be made for a medical leave of absence under University policy.

*E) Personal Leave:*

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

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

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. A staff member shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval.

The maximum length of a personal leave is one (1) month.

*F) Academic Leave:* Academic Leave will be governed by University policy.

*G)* When applying for a Medical/FMLA Leave of Absence, the completed Certification of Health Care Provider form will be sent to the Human Resources Generalist.

H) *Return from Leave:*

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

A staff member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

**8.03 Leave of Absence, Limitations:**

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

**ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE AND PENSION.**

All bargaining unit members eligible for the State's health insurance/pension/life insurance benefits program, prescription drug program and/or dental care program shall be provided with these benefits upon execution of the Agreement on the same basis and to the same extent provided to State employees. Should negotiation or legislative action change the benefits for the majority of State employees during the term of the Agreement, the benefits for eligible members of the unit shall change accordingly.

**ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:**

**10.01 Terminal Benefits:**

A Full Time or Part Time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

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

**10.02 Resignation:**

A staff member who terminates by resignation will give the University at least twenty one (21) days written notice, with the understanding that the staff member will meet his/her clinical obligations prior to the last day of employment. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

Staff members who terminate by resignation or for any other reason must complete all required clinical documentation, return all University property, including but not limited to ID cards, parking tags and keys, and computer software.

Failure to return this property will allow University Management to withhold final paychecks.

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) personal days within the last three (3) weeks of employment, provided the request(s) for such personal days are approved.

#### **10.03 Continuing Education:**

A staff member may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation.

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

Staff members will receive a response to their request for participation within two (2) weeks of submission.

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

#### **10.04 Tuition Refund:**

Employees will be eligible for the University's tuition reimbursement program as set forth in University policy.

Effective Fall Semester 2015, dependent children of Local 1040 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.

#### **10.05 On-Call:**

A) Non-exempt staff members required to work on-call, as defined by the Fair Labor Standards Act (F.L.S.A.), shall receive \$3.00/hour.

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

C) An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work, shall be treated in accordance

with Article 5.04 of this Agreement.

D) All current forms of on-call compensation for exempt staff members shall be maintained at no less than their current level.

**10.06 Travel Pay:**

Staff members who use their car for business purposes shall be reimbursed at the then current University rate.

**ARTICLE 11. HEALTH AND SAFETY:**

**11.01 Health Examination:**

If necessary, the University will provide to each member of the bargaining unit a physical examination at the time of employment at no cost to the staff member. Thereafter, an annual examination will be provided if required by the appropriate accrediting authority, by the University, or by statute.

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

**11.02 Employer Obligation:**

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

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

A staff member must report incidents of unsafe and/or unhealthful conditions to his/her supervisor immediately. The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit staff members.

The University and the union agree to discuss problems concerning health and safety in the regularly scheduled Labor - Management meetings. Any recommendations concerning improvement or modification of health and safety conditions shall be reported to the appropriate authorities.

**11.03 Debriefing Services:**

If a critical incident occurs adversely affecting a UCHC staff member in the course of their work responsibilities, UCHC will provide immediate peer support to the staff affected by the event, upon request from the staff member. When appropriate, UCHC will assist the

staff affected with arranging for additional therapeutic services. Staff always have the option of contacting EAP services on their own.

## **ARTICLE 12. NO STRIKE/NO LOCKOUT:**

The Union and the staff agree to refrain from any strike, work stoppage, slowdown, concerted refusal to work overtime, or concerted sick call, and will not support or condone any such job action, nor prevent or attempt to prevent the access of any person to the University's facilities during the term of this Agreement.

The University agrees that there shall be no lockouts during the term of this Agreement.

## **ARTICLE 13. DISCIPLINE:**

### **13.01 Definition:**

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

The University shall have the right to discipline staff members for just cause. Just cause for discipline including discharge from employment shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including discharge from employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a written warning in lieu of a suspension without pay and such substituted warning shall substitute for suspension in the University's scheme of progressive discipline. A written warning in lieu of a suspension of three (3) or more days shall be arbitrable.

Suspensions without pay of three (3) or more days, written warnings in lieu of a suspension of three (3) or more days, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 13.02. However, in the event a non-exempt staff member receives a suspension without pay for two (2) days or less, such discipline shall not be arbitrable. No other disciplinary actions shall be subject to arbitration.

The University will notify the Local Union in writing of all disciplines within seventy-two (72) hours of the action being served to the staff member, not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date both the Union and staff member were notified of the action in writing.

With respect to non-exempt staff, the University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the staff member, deduct up to

five (5) days from vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension.

The University shall make every effort to ensure that a staff member shall receive a written notice of a discipline on a form expressly provided for that purpose by the Human Resources department. If such a form is not used, a staff member shall receive a written notice of discipline that shall explicitly state the level of discipline, the date(s) of events relevant to the discipline, and the actions (or lack of actions) causing the discipline. In addition, there shall be a place on the notice for the staff member and the Union Rep to sign that they have received the notice of discipline. A staff member shall be informed of his/her right to have a Union Representative present at a disciplinary conference or a conference that may lead to discipline.

If the Department of Corrections or Juvenile Justice Commission bans an employee from all UCHC facilities, the Union understands that Rutgers/UCHC has no control over the banning of the employee and the employee will be terminated. However, personnel actions taken by Rutgers in response to Department of Corrections or Juvenile Justice Commission directives, are grievable up to Step 2 of the grievance process. Employees terminated as a result of banning by the Department of Corrections or Juvenile Justice Commission may apply for open positions for which they qualify in other units of the University.

If the Department of Corrections or Juvenile Justice Commission bans an employee from a single facility, the University will place the employee in a vacant position of the same title for which they qualify in another UCHC facility. The banning may not be grieved or arbitrated. If there is no vacant position of the same title for which he/she qualifies in another UCHC facility, the employee will be terminated and may apply for open positions in other units of the University.

### **13.02 Grievance Procedure:**

#### ***A. Definition***

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

#### ***B. Purpose***

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



***C. General Provision***

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

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

The terms of this Article shall not apply to probationary staff members, except with respect to payroll matters concerning salary and/or benefits. This exclusion shall not apply to regular staff members serving a probationary period due to a change in job title which is included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

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

The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

A grievance which affects a substantial number or class of staff members, or in the case of suspension or discharge, or which the University representative at Step I lacks the authority to settle, shall be presented at Step II of the grievance procedure. A grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays. All disciplinary grievances must be signed by the individual grievant. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied.

Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the University to consolidate such grievances for a hearing as a group grievance.

***D. Preliminary Informal Procedure***

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

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

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

***E. Formal Steps***

***Step One:***

The grievance shall be reduced to writing and submitted to the department head within fourteen (14) calendar days, excluding holidays, from the date upon which the staff member first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within seven (7) calendar days, excluding holidays, after its receipt.

In the event that the department head agrees to meet with the staff member(s) and the Union representative within seven (7) calendar days of the filing of the grievance, the department head shall have seven (7) calendar days after the meeting to respond in writing to the grievance.

In the event that there is no response by the University, it shall be construed as a negative response. Thereafter, the Union may pursue the next step of the process.

***Step Two:***

The grievance may be appealed by written notice to the Senior Vice President for Human Resources and Organizational Effectiveness of the University or his/her representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

The Senior Vice President for Human Resources and Organizational Effectiveness or his/her representative will convene a hearing within twenty-one (21) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The staff member may be represented at such hearing by the Union representative, Local Union Chairperson or designee. The Step Two grievance hearing will be held at one of the three campus Human Resource offices. The Senior Vice President for Human Resources and Organizational Effectiveness or his representative will render a decision within twenty-one (21) calendar days from the date of the conclusion of the hearing.

In the event that there is no response by the University, it shall be construed as a negative response. Thereafter, the Union may pursue the next step of the process, when such step is available under this Article.

***Step Three, Arbitration:***

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a

grievance in A (1) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three (3) days or more, excluding suspensions imposed for time-and attendance violations.
2. Written warnings in lieu of suspension of three (3) or more days, excluding written warnings in lieu of suspension imposed for time-and attendance violations
3. Involuntary Demotion
4. Discharge

then a request for arbitration may be brought only by the Union within sixty (60) calendar days from the date the Union received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission, with a copy sent to the Director of Labor Relations.

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

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

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

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

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

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

The decision of the arbitrator shall be final and binding upon the University, the Union and staff member, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

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

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

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

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

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

In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:

- 1) The University shall notify the Union of its intent to file a scope of negotiations petition no later than sixty (60) days after the University receives notice from PERC of the filing of the grievance. The scope petition shall be filed no later than thirty (30) days after the University sends the Union the notice of intent to file such a petition.
- 2) In the event that either party asserts that a grievance is barred or waived by the grieving

party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the arbitrator and the grieving party an explanation of such an assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.

#### **ARTICLE 14. NON-DISCRIMINATION**

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

#### **ARTICLE 15. MANAGEMENT RIGHTS.**

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

Except as specifically limited or modified by the terms of this Agreement, or by law, all the rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of staff members are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

#### **ARTICLE 16. SUB-CONTRACTING SERVICES.**

If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least four (4) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

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

#### **ARTICLE 17. JOINT COMMITTEES.**

In the interest of solving mutual problems, the Union and the University agree to the following joint Labor/Management Committees:

##### ***UCHC-wide Labor/Management Committee***

The Union and the University agree to the establishment of a UCHC Labor-Management Committee. The committee shall consist of representatives selected by the Union and

representatives of the University. The maximum number of representatives from each party shall not exceed eight (8). The Unit Vice President, UCHC, the Director of Human Resource Services and the Director of Labor Relations or their designees shall attend for the University. In addition, a representative from the administrative offices of the relevant Division of the University may attend a specific meeting of the Labor-Management Committee.

The Committee shall meet on an as needed basis and within four weeks of the request to meet by either party. Along with the request to meet shall be a submission of topics to be discussed.

#### **ARTICLE 18. WAGES**

Effective and retroactive to July 1, 2014 - 2.00% to base pay

Effective July 1, 2015 – 2.00% to base pay

Effective July 1, 2016 – 2.00% to base pay

Effective July 1, 2017 – 2.00% to base pay

The foregoing salary adjustments 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.

To be eligible for the above increases and retroactive pay, a unit member must be on the Rutgers' payroll on June 30 prior to the increase and continue to be on the payroll in a Local 1040 unit position on the date of payment. Retroactive pay shall be paid not later than the first pay period of April 2015.

#### **ARTICLE 19. EFFECTIVE DATE AND DURATION**

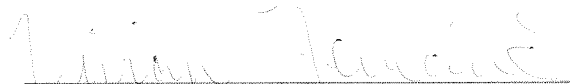
This Agreement, except as otherwise stated shall be effective on July 1, 2014 and shall remain in effect through June 30, 2018.

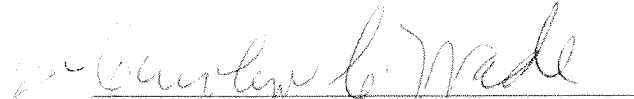
This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2018. The Agreement's continuation from year to year is contingent upon renewal of the contract between the State Department of Corrections (DOC), the Juvenile Justice Commission (JJC) and UCHC, Rutgers, the State University of New Jersey to provide mental health services at state-wide DOC and/or JJC sites. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than January 2, 2018, or January of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the Vice President for Human Resources or his/her designee. Official notice to the union shall be made by addressing the President of CWA local 1040.

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

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, Local 1040**

  
Vivian Fernandez, Senior Vice President  
For Human Resources and Organizational  
Effectiveness

  
Carolyn C. Wade, President CWA Local  
1040


  
Harry Agnostak, Associate Vice President  
For Human Resources

  
Ruth E. Barrett, CWA Representative


  
Abdel Kanan, Director Labor Relations

  
Jessica L. Shaw, Staff Representative

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Kim Bost, Negotiations Representative

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\_\_\_\_\_

  
Megan Gooch-Darzanoff, Negotiations  
Representative

\_\_\_\_\_  
\_\_\_\_\_

  
Laura Totten, Negotiations Representative

Side Letter #2

Carolyn Wade  
CWA 1040  
230 Parkway Ave.  
Trenton, NJ 08618

Re: Exempt Employees

Dear Ms. Wade,

If the Union believes an exempt employee is regularly and routinely required to work excess hours, they should bring this to the attention of UCHC management, and the situation will be investigated with the Office of Compensation Services. A summary of the findings of the investigation and any remedial action will be supplied to the union within sixty (60) days. The findings of the investigation are subject to the grievance procedure through Step 2.

Sincerely,

Abdel Kanan, Esq.  
UMDNJ  
Director of Labor Relations

Carolyn Wade  
CWA 1040  
President



Side Letter of Agreement #1

Carolyn Wade  
CWA 1040  
230 Parkway Ave.  
Trenton, NJ 08618

Re: Hiring and Promotional Opportunities for  
Internal Candidates

Dear Ms. Wade,

The University is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include, but are not limited to, consideration of work performance, time and attendance and demonstrated attributes consistent with the University's Code of Ethics and Conduct. This Side Letter is not subject to the grievance procedure.

Sincerely,

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

Carolyn Wade  
CWA 1040  
President