

AGREEMENT BETWEEN

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

and

***RUTGERS EMERGENCY SERVICES ASSOCIATION
IAFF LOCAL 5082***

September 1, 2014 through June 30, 2018

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ARTICLE 1 - AGREEMENT

This Agreement is made and entered into this 3rd day of September, 2015, by and between Rutgers, the State University of New Jersey, an educational instrumentality of the State of New Jersey (hereinafter called "Rutgers") and the Rutgers Emergency Services Association – Local 5082 of the International Association of Fire Fighters (hereinafter called "IAFF-5082").

ARTICLE 2 - PURPOSE

Rutgers and IAFF-5082 have entered into this Agreement for the purpose of establishing conditions under which Emergency Services Lieutenants, Fire Inspectors, and Fire Inspectors NFPA-25, as hereinafter defined, shall be employed to work for Rutgers and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and insuring harmonious relations, cooperation and understanding between Rutgers and its Emergency Services Lieutenants, Fire Inspectors, and Fire Inspectors NFPA-25.

ARTICLE 3 - RECOGNITION

1. Rutgers recognizes the IAFF-5082 as the sole and exclusive bargaining agent of its Unit Members as herein defined.
2. The terms "Emergency Services Lieutenants", "Fire Inspectors", and "Fire Inspectors NFPA-25" as used herein shall include all full-time employees, employed as "Emergency Services Lieutenants", "Fire Inspectors", and "Fire Inspectors NFPA-25" by Rutgers in the State of New Jersey (hereinafter collectively "Unit Members"); and excludes employees currently represented in other collective negotiations units, casual employees, T-coded employees, term contract employees, police employees, temporary employees, and professional employees and supervisors as defined in the New Jersey Employer-Employee Relations Act and all other employees.

ARTICLE 4 - IAFF 5082 SECURITY

Rutgers agrees to deduct IAFF-5082 dues bi-weekly from each Unit Member who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Unit Members may cancel such written authorization by giving written notice of such cancellation to Rutgers and the IAFF-5082 only between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of monthly IAFF-5082 dues shall be in such an amount as may be certified to Rutgers by the IAFF-5082 from time to time, and at

least thirty (30) days prior to the date on which deductions of IAFF-5082 dues is to be made. Deductions of IAFF-5082 dues made pursuant hereto shall be remitted by Rutgers to the IAFF-5082 every four (4) weeks together with a list of the names of Unit Members from whose pay such deductions were made. IAFF-5082 shall be notified as soon as possible when an employee is hired into a position covered by this collective negotiations agreement.

1. Representation Fee

- a. Upon the effective date of the Agreement, the parties agree that all employees in the negotiations unit who do not become members of the IAFF-5082 shall have a representation fee deducted from their salaries and forwarded to the IAFF-5082. The representation fee shall be deducted from nonmembers' salaries in equal bi-weekly installments. The representation fee in lieu of dues shall be in an amount equal to eighty-five percent (85%) of the regular membership dues, initiation fees and assessments charged by the majority representative to its own members. At least 30 days before the effective date of the representation fee, or any subsequent modification thereof, the IAFF-5082 shall notify the University in writing of the amount of the representation fee.
- b. The IAFF-5082 will submit to the University a list of all nonmembers. The IAFF-5082 will notify the University in writing of any changes in the list. Such changes shall be made within 10 days of receipt by the University.
- c. Except as otherwise provided in this article, the mechanics for the deduction of the representation fees and the transmission of such fees to the IAFF-5082 will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the IAFF-5082.
- d. IAFF-5082 shall be notified as soon as possible when an employee is hired into a position covered by this collective negotiations agreement. Representation fee deductions shall begin on or after the 30th day following the beginning of an employee's employment in the negotiations unit.
- e. The IAFF-5082 hereby agrees to indemnify, defend, and save harmless the University from any claim, suit, action or judgment, including reasonable costs of defense, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of the Agreement. This indemnification provision shall continue during any extension of this Agreement or during any period in which the IAFF-5082 is collecting representation fees in accordance with this article.

2. Authorized representatives of the IAFF-5082, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the IAFF-5082 representatives shall make their presence and destination known to the Office of Labor Relations and the Chief of Emergency Services, or his representative responsible for the area to be visited.
3. Rutgers agrees to recognize the maximum of one (1) President selected by the IAFF-5082, one (1) Vice President, and two (2) Shop Stewards, selected by the IAFF-5082. The IAFF-5082 agrees to give Rutgers written notice of the names of the President and Shop Stewards along with their respective areas of responsibility. The Shop Stewards shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to interview an Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 who has a grievance and to discuss the grievance with the appropriate supervisor. The President (if a Rutgers employee) shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss, and adjust grievances with Rutgers. Neither a President nor Shop Steward(s) shall leave his/her work station without first obtaining the permission of the Chief of Emergency Services or appropriate supervisor, which permission shall not be unreasonably withheld.
4. Rutgers agrees to permit representatives designated by the IAFF-5082 President to take time off without loss of pay for the purpose of attending IAFF-5082 conventions, conferences, and educational classes related to union business or labor relations in an amount not to exceed forty-eight hours per year during the period of the Agreement. Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of Labor Relations.
5. The Union may have three (3) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee.

ARTICLE 5 - GENERAL PROVISIONS

1. No Unit Member shall be discharged, suspended, or disciplined except for just cause. Before a Unit Member is suspended, involuntarily demoted, or terminated, Rutgers shall conduct an interview with the Unit Member at which time they will be informed of the reasons for the interview and be given the opportunity to respond. In the event of the discharge for cause of any Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25, Rutgers shall promptly give written notice of the discharge to the President of IAFF-5082. If a Unit Member is being questioned about his/her work performance or conduct and if the Unit Member has a

reasonable belief that the answers to such questions will result in discipline, then the Unit Member may request that an IAFF-5082 representative be present.

2. Reasons for discipline shall be put in writing and Rutgers shall provide a copy of any written reprimand, notice of suspension, involuntary demotion, or termination to the Unit Member and the IAFF-5082. In cases of suspension, the length of the suspension will be stated in the notice.
3. A Unit Member being formally questioned after investigation of a complaint shall be entitled to have IAFF-5082 representation during such questioning. The Unit Member will be informed of the nature of the investigation. The Unit Member's official record will carry a notation of the ultimate disposition of such investigations.
4. When a written complaint or a derogatory memo against a Unit Member is to be placed in his/her personnel file, the unit member will be given two (2) copies of the document. The Unit Member shall return one copy, signed and dated, for the file, the signature serving to acknowledge only that he/she has read the document and not necessarily that he/she agrees with the contents thereof. The Unit Member shall have the right to submit to the Chief of Emergency Services or his/her designee a written answer which shall be attached to the file.
5. For the purpose of this Article, "IAFF-5082 representative" or "IAFF-5082 representation" shall mean a Shop Steward or President for that purpose or one chosen by the individual Unit Member affected.

ARTICLE 6 - IAFF-5082/MANAGEMENT CONFERENCES AND MEETINGS

An IAFF-5082/Management Conference is a meeting between the IAFF-5082, The Office of Labor Relations, and such other representatives of Rutgers as appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, shall take place at a mutually convenient time and place and may be attended by no more than three (3) IAFF-5082 Representatives (those employed by Rutgers shall not lose pay for time spent during their regular working hours at such a meeting). One (1) representative of the International Association of Fire Fighters (IAFF) and/or the Professional Firefighters Association of New Jersey (PFANJ) may attend such meetings. Agreements reached at IAFF-5082/Management Conferences will be placed in writing.

ARTICLE 7 - GRIEVANCE PROCEDURE

1. A grievance is defined as any difference or dispute concerning the interpretation, application, or claimed violation of any provision of this Agreement, or of any Rutgers policy or any administrative decision relating to wages, hours, or other terms or conditions of employment of the Unit Members as defined herein.
2. Any grievance of a Unit Member or of the IAFF-5082, shall be handled in the following manner except that a general grievance, one that may affect all or a group of Unit Members may be presented by the IAFF-5082 at Step 3 instead of Step 1.
3. Grievance Steps

- a. Step 1

The grievant (Unit Member or the IAFF-5082 on his/her behalf) shall present the grievance in writing within ten (10) calendar days after the occurrence of the event or the knowledge of the event out of which the grievance arises to the lowest level of supervision that is appropriate to the grievance. The Unit Member may be accompanied by an IAFF-5082 representative at a meeting that may be held to attempt to adjust the grievance, such meeting to be held within ten (10) calendar days of the submission of the written grievance. The Supervisor shall give his/her answer in writing within ten (10) calendar days of a Step I meeting, or within ten (10) calendar days of receipt of the written grievance if no meeting will be held, provided that any meeting shall be scheduled within ten (10) calendar days of receipt of the grievance unless the grievant and the supervisor agree to an extension of time.

- b. Step 2

If the Unit Member and/or the IAFF-5082 are dissatisfied with the decision, the written grievance may be presented to the Chief of Emergency Services or other appropriate official within ten (10) calendar days of the receipt of such decision. The chief or other appropriate official shall meet with the Unit Member and/or IAFF-5082 representative(s) within ten (10) calendar days following receipt of the grievance and shall render a written decision to the Unit Member or his/her representative within ten (10) calendar days of the date of such meeting. Copies of the written grievance and decision shall be forwarded to the Office of Labor Relations and to IAFF-5082.

c. Step 3

If the Unit Member and/or the IAFF-5082 is dissatisfied with the decision at Step 2, the written grievance may be presented in writing to the Office of Labor Relations within ten (10) calendar days of receipt of the Step 2 decision, with a copy to the Step 2 level of authority. Within ten (10) calendar days of receipt of the grievance, the Office of Labor Relations shall make contact to arrange for a meeting with the Unit Member and the IAFF-5082 representative(s). When an individual has been selected as a 3rd Step hearing officer, that person shall not meet with any of the principals in the grievance with regard to the subject matter of the grievance until the grievance hearing is formally convened. A written decision shall be rendered by the Office of Labor Relations within ten (10) calendar days of such meeting.

d. Step 4

If the IAFF-5082 is not satisfied with the decision at Step 3, the IAFF-5082 may, within ten (10) calendar days after the receipt of the written decision of the Third Step Hearing Officer, submit the grievance to binding arbitration, only when such binding arbitration is not legally prohibited, with notice to the Office of Labor Relations. Rutgers and the IAFF-5082 agree that the arbitrator to be chosen jointly shall be selected by petitioning the Public Employment Relations Commission (PERC) to provide a list of ad hoc arbitrators from its panel of experts in public employment dispute settlement from which the neutral arbitrator shall be selected in accordance with the rules and procedures of the PERC. Each party shall be responsible for its costs including any expenses of its designee. Each party will pay one-half the fee(s) of the arbitrator.

4. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the IAFF-5082 and the Unit Member or Unit Members involved.
5. A Unit Member shall not lose pay for time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other Unit Members during regular working hours at any step of the grievance procedure, such Unit Members shall not lose pay for such time.

6. At steps one and two of this procedure, neither the Department nor the IAFF-5082 will have its position advocated by an attorney.
7. When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. When an employee's record is free from any disciplinary action for a period of three (3) years, any letters of suspension contained in the employee's record shall be deemed to be removed.

ARTICLE 8 - NONDISCRIMINATION

There shall be no discrimination by Rutgers or the IAFF-5082 against any Unit Member or applicant for employment because of race, creed, color, sex, religion, marital status, national origin, disability, status as a Veteran or disabled Veteran, sexual orientation, or membership or non-membership in the IAFF-5082.

ARTICLE 9 - SENIORITY

1. All employees shall be considered as probationary employees for the first 120 calendar days of their employment. This probationary period may be extended without concurrence of IAFF Local 5082 for an additional 30 days, upon notice to IAFF. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of the Grievance Procedure set forth in Article 7 of this Agreement.
2. Seniority for the purpose of this article shall be based upon an employee's continuous length of service in the negotiations unit covered by the Agreement. In the event employees have the same seniority date, their respective seniority shall be determined by their respective date of commencement of employment at Rutgers. If employees continue to have the same seniority date, their respective seniority shall be determined by alphabetical order of their last names. For purposes of this initial agreement, seniority shall be calculated from each unit member's original date of full-time employment with the University on the date the Agreement was ratified.
3. The Office of Labor Relations shall maintain a seniority list of Unit Members, a copy of which shall be furnished to the IAFF-5082. The Office of Labor Relations also shall furnish to the IAFF-5082 copies of the monthly reports reflecting changes in the seniority list.
4. A Unit Member's seniority shall cease and his/her employee status shall terminate for any of the following reasons:

- a. Resignation or retirement;
 - b. Discharge for cause;
 - c. Continuous layoff for a period exceeding nine (9) months;
 - d. Failure of the recalled Unit Member to notify the University in writing within seven (7) calendar days of receipt of notification of recall that he/she intends to accept such offer of reemployment. An employee accepting such an offer of reemployment must return to active service within fourteen (14) calendar days of such notice of reemployment unless a later date is agreed to by Rutgers. Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the Unit Member's last known address as shown on Rutgers personnel records;
 - e. Failure to report for work for a period of three (3) consecutive scheduled working days without subsequent notification to Rutgers of a justifiable excuse for such absence;
 - f. Failure to report back to work within three (3) consecutive work days upon expiration of vacation, leave of absence or any renewal thereof unless prior approval has been granted by Rutgers. Where the Unit Member has a justifiable reason for failure to report back to work on time, approval will not be unreasonably withheld.
5. In the event of layoff, the following shall apply: Where one or more employees in the same title performing the same functional tasks in the same work unit are being laid off, layoff shall be implemented in reverse order of seniority, provided the senior employees has the requisite qualifications and abilities to perform the work available, other than teaching duties.
 6. Unit Members shall be recalled to work from layoff in order of their seniority provided that they have the requisite qualifications and ability to perform the work available.
 7. A Unit Member who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate his/her seniority as provided for in this Agreement for a period of one (1) year from the date of the promotion or transfer, during which period of time the Unit Member may be returned to work in a position within the unit comparable to the one which he/she held at the time of his/her promotion or transfer.

ARTICLE 10 - OUT OF TITLE WORK

1. When a Unit Member is temporarily transferred to work in a position above his/her rank within the bargaining unit, such assignment may be made without regard to seniority or the posting/promotion clause of this Agreement for periods of up to ninety (90) days unless the

time is mutually extended by Rutgers and the IAFF-5082. If after ninety (90) days, an extension period has not been agreed upon, the Unit Member shall revert to his permanent rank and job function. If the department continues to fill the position with a Unit Member, it will rotate qualified bargaining unit personnel through the vacancy every ninety (90) days (unless an extension of time has been mutually agreed upon) so as to equalize opportunities for experience in the promotional title. A Unit Member who does not wish to rotate into the position shall advise the department.

2. When Rutgers assigns a Unit Member to temporarily work in another job title within the bargaining unit, the Unit Member upon completion of the third (3rd) continuous working day or the completion of a complete tour, whichever is less, shall be entitled to receive extra pay for the period of temporary assignment retroactively to the first day of the temporary assignment, the rate of pay being equal to one unit of increase as appropriate for that time period. It is understood that Rutgers will not rotate a temporarily assigned Unit Member for the purpose of avoiding compensation to the Unit Member under this provision. When a Unit Member fulfills such temporary assignment, it shall be noted by preparing a memorandum outlining the assignment and filing the memorandum in the Unit Member's personnel file.

ARTICLE 11 - POSTING AND PROMOTION

1. A permanent job opening that represents a promotional opportunity within the bargaining unit shall be posted on appropriate UHR electronic posting system for a minimum period of five (5) working days. Copies of such postings shall be furnished to the IAFF Local 5082 President and Shop Stewards. The posting shall contain the following information: a brief description of the position; qualifications required; location; shift and days off where applicable; salary range; and procedure to be followed by Unit Members interested in making application.
2. Selection of Candidates
 - a. Notwithstanding anything in this Agreement concerning posting, Rutgers retains the sole and exclusive managerial prerogative to exercise its unreviewable discretion concerning whether, by whom, and how to fill promotional positions and any decisions it makes on that subject shall not be subject to this Agreement's grievance and arbitration procedures.
 - b. An employee promoted shall be placed on a 150-day promotional probationary period. If the employee is removed from the new position during the probationary period as a result of a layoff, he/she will be returned to his/her former position if a vacancy exists. If the employee is removed from the new position during the

probationary period for any reason other than layoff, he/she may be returned to his/her former position, if a vacancy exists, at the sole discretion of the Chief of Emergency Services.

- c. If there are no employees eligible for inclusion in the IAFF Local 5082 bargaining unit who meet the posted requirements, the University may open up recruitment to the general public.
 - d. Any employee who has applied to fill a vacancy, and was not chosen after being interviewed, shall be notified in writing as to the non-selection, and shall be afforded, at his/her request, a meeting to discuss the non-selection.
3. Upon promotion, a Unit Member shall be informed of his/her new rate of pay.
 4. Rutgers University employees who are eligible for inclusion in the IAFF Local 5082 bargaining unit and who have been in their current position for at least one year are eligible to use this procedure in order to seek a promotion. Probationary employees are ineligible to bid for permanent job openings.
 5. The Fire Inspector or Fire Inspector NFPA-25 titles shall be considered as entry-level positions in this bargaining unit and job postings of this nature shall not be subject to the posting provisions set forth in this agreement.

ARTICLE 12 - VACATION

1. General

Regularly appointed Unit Members earn vacation on a monthly basis in accordance with the "Accrual of Vacation Allowance" schedules below.

2. Definitions

a. Current Vacation Balance:

This is defined as the time that an employee has available for use in the current fiscal year. The Current Year's Allowance does not include any remaining time that was carried forth into the current fiscal year from the Prior Year's Allowance.

b. Prior Year's Allowance:

This is defined as the unused time earned in the prior fiscal year.

3. Accrual of Vacation Allowance

Regularly appointed Unit Members accrue vacation days for each full calendar month worked; the number of days accrued depends on the employee's status at the time of accrual. Employees who are on leaves of absence without salary do not accrue vacation time during any full calendar month of absence, except that employees who are on leaves of absence due to injuries occurring in the course of and arising out of employment at Rutgers will continue to earn vacation until workers' compensation payments cease. Accrued vacation

time is available for use the month after it is earned, or upon return to active service, if on leave of absence.

Full-time 10-month Unit Members accrue vacation on the same per-month-work basis as fulltime 12-month employees.

- a. Vacation Accruals in the First Year of Employment
 - i. Employees who start work on the first working day in July accrue 1.25 days for each full calendar month worked during that fiscal year.
 - ii. Employees who start work after the first working day in July accrue one day of vacation for each full calendar month worked during the remainder of that fiscal year.

- b. Vacation Accruals During Subsequent Fiscal Years:

Increases in vacation accruals are based on an employee's actual years of service in conjunction with his or her workweek classification.

37.5 (NE) - and 40-hour Fixed Workweek Classifications.

Employees accrue 1.25 days per full month worked through the completion of 12 years of service. When such 12-year anniversary occurs during a fiscal year, the employee accrues at the 1.25 rate through the anniversary month and at a rate of 1.66 days per full month worked for the remainder of that fiscal year.

Employees accrue 1.66 days per full month worked from the 12-year anniversary date through the completion of 20 years of service. When such 20-year anniversary occurs during a fiscal year, the employee accrues the 1.66 rate through the anniversary month and at a rate of 2.10 days per full month worked for the remainder of that fiscal year.

Accrue 2.10 days per full month worked after the completion of 20 years of service to a maximum of 25 days in the fiscal year.

- c. Calculating the Accrual Rate in "Break" Years:

In the year when an employee completes the required number of years of service to move to a higher vacation accrual rate, the accrual rate for this "break" year will vary according to the employee's start date and workweek designation.

4. Usage

Vacations must be scheduled at the convenience of each department according to departmental work requirements. Requests for vacations shall not be unreasonably denied. Any vacation time taken must be recorded in the Absence Reporting System as vacation time is used. When a university holiday falls within an approved vacation period, it is not counted as a vacation day. This provision does not apply to vacation allowances paid upon resignation, termination, death, or retirement. If an employee becomes ill or injured for five or more days while on vacation, the employee may request that the portion of vacation during which he or she was ill be charged to sick leave instead of vacation provided that the employee submits acceptable evidence of illness or injury.

5. Borrowing of Time

An employee is not allowed to "borrow" vacation time in anticipation of future accruals.

6. Carryover

Unit Members shall be permitted to carry forward into the succeeding fiscal year a maximum of the number of days equivalent to the Unit Member's yearly accrual rate as of the final month of the preceding fiscal year. No employee will be able to carryover more than his or her accrual rate. The balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

7. Supervisor Absence Record Certification

The Absence Reporting System must also be certified by the appropriate university officer; no employee may certify his or her own Vacation Allowance Carryover in the Absence Reporting System.

8. Separation from the University

a. Resignation or Termination

A lump-sum payment is made for unused vacation at the time of separation from university employment. Eligible employees are entitled to payment for all accrued unused vacation.

b. Retirement

All vacation time, including the final month's accrual, must be exhausted prior to the effective date of retirement (e.g., if an employee's retirement is effective June 30, he or she must take all of his or her earned vacation prior to that date; it cannot extend beyond June 30). In exhausting all available time, if a holiday falls within the vacation period, it is not counted as a vacation day. In limited circumstances, when it is not possible due to the operational needs of a department for an employee to exhaust all vacation time prior to the effective date of retirement, the employee will be paid all remaining accrued vacation. Eligibility for such payment is subject to approval of the appropriate university vice president or chancellor.

c. Death of Employee

It is the policy of the university to authorize payment for unused vacation time of a deceased employee who has been a regularly employed staff member. Such payment shall be for any accrued unused vacation. No additional days are given for holidays which may occur after the date of death.

ARTICLE 13 - HOLIDAYS

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

2. In addition, Rutgers shall observe as holidays either one (1) full holiday or two (2) half holidays during the year-end holiday season, and three (3) other holidays to be annually determined by Rutgers.
3. Any Unit Member who is required to remain on duty during an observed University holiday will, in addition to his/her pay for the day, earn compensation at time and one-half the employee's regular rate for all hours worked as Holiday Premium pay.
4. When a holiday falls during a Unit Member's vacation, that day shall not be counted as a vacation day.

ARTICLE 14 - SICK LEAVE

1. Sick leave is defined as a necessary period of absence because of illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather, or any relative of the Unit Member residing in the Unit Member's household) who is seriously ill, or for exposure to contagious disease. State and/or Federal rules and regulations (Family Medical Leave Act) governing such shall apply to this agreement.
2. Accrual
 - a. For Unit Members, sick leave days are earned at the rate of fifteen (15) days per fiscal year (1.25 days per month). During the first fiscal year of employment, sick leave days will be earned at the rate of one day for each full month of service except that fifteen (15) days shall be earned for the first fiscal year for Unit Members appointed on July 1st.
 - b. Unused sick leave is cumulative.
 - c. Unit Members who use more sick leave than accumulated will have their pay adjusted accordingly. This action does not, however, preclude the taking of other appropriate disciplinary action.
3. Unit Members are expected to notify their respective Supervisor, by telephone, as early as possible prior to the beginning of the workday on which a sick leave day is used and to keep their Supervisor adequately informed should the absence extend beyond one day.
4. A Unit Member may be required to submit a medical certificate when the Unit Member's absence record shows a pattern of apparent abuse or of excessive use of sick leave, and the Unit Member will be so advised. If Rutgers directs a Unit Member to have a physical examination, Rutgers will pay the cost of the examination.

5. When the department decides that a Unit Member because of direct involvement in a traumatic event, is under severe stress and should be relieved of duty for a short period of time, such time off will not be charged to the Unit Member's earned time.
6. After retirement, Unit Members are eligible for a payment of one-half of their accumulated earned but unused sick leave credited to the Unit Member in the records of the University in conformity with the rules and regulations governing such provisions.

ARTICLE 15 - DISABILITIES RESULTING FROM PREGNANCY

Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, for all job related purposes are to be considered short term disabilities incurred by members of the bargaining unit.

ARTICLE 16 - PERSONAL HOLIDAYS

Full-time Unit Members shall be eligible for two (2) personal holidays to be selected by the Unit Member with the approval of the direct supervisor after six (6) months of employment. Rules for their use will be governed by those applicable to Administrative Leave. In the event the University requires a Unit Member to work on a previously scheduled personal holiday, the Unit Member will be compensated at time and one half for each hour worked.

ARTICLE 17 - ADMINISTRATIVE LEAVE

1. Full-time Unit Members shall be granted three (3) days administrative leave at the beginning of each fiscal year. Unit Members hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three days.
2. Administrative Leave shall be granted by Rutgers upon request of the Unit Member and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved. Administrative Leave may be used for personal business, including emergencies and religious observances. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, the matter will be resolved on the basis of (1) emergencies; and (2) seniority within the work unit.
3. Administrative Leave may be scheduled in one hour increments.
4. Such leave shall not be cumulative. Unused balances in any year shall be canceled.

ARTICLE 18 - BEREAVEMENT LEAVE

1. A Unit Member who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, step-child, sister, brother, grandmother, grandfather, grandchild, or any relative of the Unit Member residing in the Unit Member's household) may charge up to three (3) days for such absence to bereavement leave. However, in the event that a funeral of a member of the immediate family is held at some distant location and the Unit Member will attend, an exception to the above may be requested by the Unit Member to provide for up to five (5) days of absence to be charged to bereavement leave.
2. Unit Members are eligible to receive one (1) day of bereavement leave for attendance at the funeral of the Unit Member's mother-in-law, father-in-law, son-in-law, and daughter-in-law.

ARTICLE 19 - MILITARY LEAVE

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

- a. Training

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

- b. Military Leave for Active Duty

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

a full-time employee of Rutgers of less than one year shall be without pay but without loss of time as set forth below.

- c. In the case where a service-connected disability prevents the employee from returning to work within the time prescribed by law for applying for reemployment, the employee may request that the leave be extended. Upon submitting to Rutgers substantiating medical evidence a six (6) month leave extension may be granted in accordance with the standards governing such extensions set forth in the Uniform Services Employment and Reemployment Rights Act. The total of such extension shall not exceed twenty-four (24) months from the date of separation from the military except where required by law.
- d. Upon reemployment, the returning veteran employee's salary shall be adjusted to reflect any normal increments, bonuses, wage increases, allowances, steps or general adjustments the employee would have received had the employee continued to work for Rutgers.
- e. Sick and vacation leave days will not accrue during the military service but the time will count as University service in applying sick or vacation leave accrual rates upon return to University service.

ARTICLE 20 - LABOR-MANAGEMENT RELATIONS SEMINARS

Unit Members may be given permission to attend without loss of pay labor management relations seminars when the subject matter is deemed to be of benefit both to the IAFF-5082 and Rutgers, so long as it does not result in an overtime expense to the department. Such permission shall not be unreasonably withheld.

ARTICLE 21 - TIME OFF WITH PAY TO ATTEND FUNERALS

Time off will be granted as follows provided it does not interfere with the orderly operation of the department. The President (if a Rutgers Employee) or his/her designee shall be granted time off without loss of pay to a maximum of three (3) days in each year to attend the funeral(s) of active Unit Members. The President (if a Rutgers Employee) or his/her designee shall be granted time off without loss of pay to a maximum of three (3) days in each year to attend the funeral(s) of Fire or EMS personnel killed in the line of duty who served in communities adjacent to the Rutgers campuses. The President (if a Rutgers Employee) or his/her designee shall be allowed time off to attend the funeral of any retired Rutgers Emergency Services Lieutenant, Fire Inspector, or Fire

Inspector NFPA-25 regardless of cause of death. The maximum time off for any one funeral will be six (6) hours.

ARTICLE 22 - SALARY ADJUSTMENTS

1. Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purpose identified in this article for the full period of this Agreement, the following salary increases will be granted to Unit Members in the unit during the term of this Agreement. In the event that the funding appropriated and allocated to the University by the State is not adequate for the specific purposes and periods identified in this article, the University shall give notification to the IAFF-5082 concerning the actions it intends to take, because of the inadequate funding, which will impact on the Unit Members represented by the IAFF-5082.
2. If the IAFF-5082, in response to the University's notification, elects to reopen negotiations on the salary program, the IAFF-5082 shall notify the University within fifteen (15) days subsequent to such notification and negotiations will commence within twenty (20) days.
3. Starting Salary for New Hires

- a. External Hires

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

Hiring at rates in excess of the grade maximum, including requests for T-code appointments, are to be submitted to the Vice President for Faculty and Staff Resources or his or her designee for consideration and decision.

- b. Internal Hires

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

4. Promotion

Promotion is the formal advancement of an individual from one position to a more responsible vacant position in a higher salary grade. Promotion results either when an employee is the successful applicant for such a position or when a department decides to promote an employee internally to such a position. All vacant positions that are to be filled must be

reviewed by UHR. Affirmative Action procedures must be followed during the recruitment process.

a. Salary

The salary increase resulting from a promotion is determined as follows. (Use the same formula for employees who are promoted into an IAFF-3541 covered position from another unit.)

- i. A minimum of five (5) percent up to a maximum of fifteen (15) percent increase to the employee's salary at the discretion of the hiring authority. The new salary cannot be less than the minimum or more than the maximum of the grade. Most salaries are expected to cluster around the grade midpoint, which is the measure for the market rate. Hiring authorities must take this fact into consideration in determining the offer salary. An additional factor to take into consideration is whether the promotion results in an increase in the standard number of hours worked per week.
- ii. Under extraordinary circumstances, a Vice President or Provost may request that an exception be made to provide an increase in excess of the above parameters. Exception requests should be forwarded to the Vice President for Faculty and Staff Resources or his or her designee.

b. Effective Date of Promotion

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

5. Lateral Move

If an employee moves laterally (i.e., to a new position that is evaluated in the same range or grade as the position the employee is leaving), the employee will be placed in the new title but will remain at the same salary, unless the department determines that an in-grade adjustment is appropriate and approved in accordance with Section 7.

6. Job Reclassification

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

- a. When a position has been reclassified to a higher grade, the effective date of the upward reclassification will be the payroll begin date following receipt of the completed Classification and Recruitment Form by the Newark Human Resources Office, the Camden Provost's Office, or UHR in New Brunswick. The compensation level for the individual is determined by following the promotion policy in Section 4.
- b. When a position is reclassified to a lower grade, the compensation level for the individual is determined by the downgrade policy in Section 8.

7. In-Grade Salary Adjustments

In-grade salary adjustments may be used to provide increases to employees who either transfer to a different position within the same salary grade or who assume a demonstrable increase in their job duties and outcomes within the same position. All requests for in-grade salary adjustments require concurrence by the supervisor, the department/division head, and the appropriate Vice President/Provost. Requests will be submitted to UHR to determine if the additional responsibilities added to the position are appropriate within the current grade. In-grade salary adjustments must satisfy the following parameters:

- a. The salary adjustment should not exceed ten (10) percent.
- b. The resulting salary does not exceed the salary grade maximum.
- c. The employee has not had another in-grade salary adjustment within the last 12 months.

All requests that are outside of these parameters must be submitted to the Vice President for Faculty and Staff Resources or his or her designee for approval.

8. Downgrade

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

An employee who is given notice of layoff but who, before removal from the payroll, is the successful applicant for a lower-rated position, will be compensated in accordance with Section 8A. - Voluntary, below. An employee who is laid off and then rehired will be compensated in accordance with the Policy on Employment Protection, Section 60.4.3, of the University Policy Library.

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

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

a. Voluntary and Deficiency Downgrades

If an employee voluntarily elects to move to a lower-rated job and received an appraisal rating of Meets Standards on his or her most recent performance evaluation, or if the downward move is a result of documented below-standard job performance or documented disciplinary action, the employee's salary is reduced by a minimum of five (5) percent and up to a maximum of fifteen (15) percent. If the reduced salary exceeds the maximum of the lower range or grade, the individual will be placed at the maximum of the lower range or grade.

The dean, director, or department head must submit a written request for a salary reduction to the Vice President for Faculty and Staff Resources or his or her designee for consideration and decision.

The adjusted salary is effective the first day of the pay period following the date the employee begins work in the lower-rated job title after all necessary approvals have been received.

b. Involuntary Downgrade (No Fault Downgrade)

When the university, through no fault of the employee, determines that a position should be reclassified downward, the individual is moved on to the lower range or grade at the same salary, not to exceed the maximum of the lower range or grade. If the salary falls above the range or grade maximum and the employee received an appraisal rating of Meets Standards on his or her most recent performance evaluation, the individual's salary will be frozen ("red-circled") until

such time as the maximum is raised above that level, but not to exceed two years from the date the salary was frozen. If at the end of two years (2) the red-circled salary continues to exceed the maximum of the lower range or grade, the employee's salary will be reduced to the maximum of the lower range or grade at that time.

This Section does not apply to positions supported by grant funds. When a position that is supported by grant funds is reclassified downward, compensation will be calculated as in Section 8A. – Voluntary.

9. Title Upgrade

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

- a. The employee retains the same salary in the new grade.
- b. If the employee's salary is below the minimum of the new grade, it will be increased to the minimum.

10. Title Downgrade

When the job content of a title remains essentially the same, but the grade is deemed to be incorrect and the title is given a lower range or grade, salary adjustments are calculated in accordance with Section 8B – Involuntary Downgrade (No Fault Downgrade).

11. Red-Circled Employees

- a. When a red-circled employee is promoted or reclassified upward, the compensation level for the individual is determined in accordance with the promotion policy in Section 4 – Promotion.
- b. When a red-circled employee is reclassified downward, the compensation is determined by the downgrade policy in Section 8B – Involuntary Downgrade (No Fault Downgrade).
- c. When a red-circled employee's title is upgraded, salary is calculated in accordance with Section 9.

- d. When a red-circled employee's title is downgraded, salary is calculated in accordance with Section 10.

12. Exceptions

Exceptions to this article may be granted only by the Vice President for Faculty and Staff Resources or his or her designee following written request by a dean, director, or department head.

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

ARTICLE 23 - SALARY GRADE STRUCTURE AND NEW JOB TITLES

1. Salary Grades

All positions in the bargaining unit are assigned to one of the salary grades in existence prior to certification of the IAFF-3541 as the exclusive representative. These salary grade assignments shall continue unless changed. Any change in salary grade assignments shall be consistent with the process reflected in pertinent part of Rutgers Policy Section 60.4.5 notwithstanding that Unit Members are not categorized as Managerial, Professional, Supervisory and Confidential ("MPSC") Staff, nor are they intended to be regarded as such.

There is a minimum, midpoint and maximum salary for each salary grade.

2. Position Classifications

A classification review will be conducted whenever a new position is created or when the functions of an existing position (either vacant or encumbered) change significantly and either the position holder and/or the department request a re-evaluation of the position grade. University Human Resources (UHR) determines the appropriate classification and grade/range for all new, vacant, and encumbered staff positions through a review of the position's duties and responsibilities. Classification reviews focus on the position duties and responsibilities, not the performance, length of service, or personal qualifications of the employee.

Major classification factors considered are:

- Accountability: autonomy, freedom to act, impact on organization, authority
- Problem solving: environment-whether routine, standard, or broadly defined interactions
- Knowledge: education and skills, determination of technical depth and breadth

a. Classification Review Process

Classification Requests

Classification requests may be initiated by the supervisor, dean/director of the department/unit concerned, or by the incumbent of the position. When an encumbered position has previously been reviewed, a subsequent request will not be considered until at least a year (12 months) from the date on which the results of the previous request were communicated to the requestor.

The key duties and responsibilities of the position must be outlined in the Classification and Recruitment Form (CARF) (<http://uhr.rutgers.edu/documents/CARForm-ATS.doc>) and submitted to UHR along with a current organization chart via the Applicant Tracking System (ATS) (<http://uhr.rutgers.edu/ATS>).

The request is assigned to a UHR representative who conducts a preliminary review, which may include an interview with the incumbent and/or the supervisor if needed for further clarification. University Human Resources conducts regularly scheduled classification review committee meetings comprised of senior university administrators knowledgeable about specific job families to determine classifications and grades.

The UHR representative notifies the requestor of the classification results and implements payroll actions when required.

The effective date of a reclassification will be the payroll begin date following receipt of the classification request in ATS in accordance with Article 22 – Salary Adjustments.

b. Self-Initiated Classification Requests

An employee may self-initiate a request for reclassification of his or her position, no more often than once in a 12-month period, by preparing the appropriate forms and submitting them to UHR via the ATS. A supervisory signature is required prior to UHR review to confirm that the duties, responsibilities, and requirements are accurately stated. The classification process is followed as described above.

The employee and supervisor are notified of the classification results. If a self-initiated request for reclassification is denied, a written request will be provided to the employee by the UHR representative.

The employee may appeal if dissatisfied with the result of the review by submitting a written request to UHR stating the basis for the appeal and including appropriate documentation.

University Human Resources will conduct a review of the appeal and communicate the results to the employee and supervisor. The compensation for reclassification to another grade will be effective retroactively to the payroll begin date following receipt of the original completed request-for-review materials.

- c. Classifications of positions covered by this collective bargaining agreement will be conducted in accordance with the provisions of this agreement, where such provisions exist.

3. New Job Titles

New job titles established by the University after the effective date of this Agreement that are included in the IAFF-3541 bargaining unit shall be assigned a salary grade by the University according to its position classification system. The University then will provide the IAFF-3541 with a copy of the position description and the salary grade that has been assigned. Within fifteen (15) working days after receipt of this information, IAFF-3541 may ask UHR that the salary grade assigned to the new position be reconsidered. IAFF-3541 may submit any relevant information to UHR to be considered in its reconsideration. UHR will inform IAFF-3541 of the result of this reconsideration and will provide a written explanation why the salary grade assigned is appropriate. If the salary grade is different than the salary grade originally assigned, salary adjustments, if any, shall be implemented in accordance with Article 22 – Salary Adjustments.

ARTICLE 24 - SALARY IMPROVEMENTS

IAFF COMPENSATION PROGRAM (“IAFFCP”)

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

1. Eligibility

Employees who meet all the requirements listed below for a particular fiscal year are eligible to participate in the IAFFCP subject to the following:

- a. Employees in the bargaining unit on January 1 and who continue to be employed in a position included in the IAFF-3541 bargaining unit beyond the following July 1 shall be eligible to participate in the merit-based portion of IAFFCP.
- b. Employees who accepted another position included in the bargaining unit are eligible to participate in the IAFFCP in that fiscal year. Department heads from both the former and current units will collaborate on the performance appraisal and salary recommendations.
- c. Employees who report to a new supervisor within a particular fiscal year are eligible for the IAFFCP in that fiscal year. The new supervisor is responsible for discussing and collaborating with the former supervisor or department head, if available, to complete the evaluation and to make a salary recommendation.
- d. Employees who retire after being evaluated, but are still on the University payroll on the date any IAFFCP increase is paid, are eligible to receive any increase they have been awarded. Employees who announce their intent to retire must still be evaluated and considered for a salary increase under the IAFFCP.
- e. Employees who are temporarily red-circled as the result of a no-fault downgrade and are not eligible for IAFFCP salary increases must still be evaluated. They are eligible for consideration for a bonus as described below.

2. IAFFCP Procedure

- a. Performance Evaluation Process:
 - i. Evaluations for all employees will be completed by April 30 of each fiscal year. At the time of completion of the performance evaluation, the standards for the next year's evaluation process will be set by the employee's supervisor and discussed with the employee.
 - ii. Employees will be evaluated against the performance standards established during the previous evaluation process and any additions or modifications that have been communicated to the employee during the year.

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

b. Performance Rating Categories

The two rating categories are:

- i. Meets Standards--This rating encompasses a wide range of performance from the employee satisfactorily meeting job expectations to making exceptional contributions in advancing the objectives of their departments and/or the university.
- ii. Does Not Meet Standards--Employees who do not satisfactorily meet job expectations and overall do not consistently perform their assigned responsibilities adequately will be given this rating. Employees who receive this rating will be provided specific guidelines on how to improve performance and will be re-evaluated again by October 15 of that year.

3. Size of Salary Increase

In each year of the IAFFCP the aggregate bargaining unit salary increases (including bonuses, if appropriate) shall be awarded in the amount of the percentages set forth below. However, the awarding of a salary increase under the IAFFCP shall not result in a salary that exceeds the maximum salary for the employee's salary grade. Employees whose proposed salary increase would put them above the maximum salary for his/her salary grade shall receive a one-time bonus for the amount of a proposed increase that exceeds the maximum salary for the grade. Salary increases and bonuses, if any, for grant-funded employees shall be borne by, and shall be subject to the availability of funds for this purpose, the grant that supports the employee.

a. Fiscal Year 2014-2015

There shall be no increases to unit members' salaries for Fiscal Year 2015.

b. Fiscal Year 2015-2016

- i. IAFF unit members shall receive an across the board salary increase in the amount of 2%, effective July 1, 2015. To be eligible for this payment, members of the unit must be on the University's payroll in an IAFF negotiations unit position on June 30, 2015 and continue to be on the payroll in an IAFF negotiations unit position on the payment date of the

increase. The annual base salaries on record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2015.

- ii. Effective on the first day of the first pay period after ratification of the Agreement, the base salaries of unit members who are on the University's payroll in a IAFF negotiations unit position on the day of ratification and who continue to be on the payroll in a IAFF unit position on the payment date of the above increase shall be increased by \$1,181.
- iii. All unit members who are on the University's payroll in a IAFF negotiations unit position on the day of ratification and who continue to be on the payroll in a IAFF unit position on the payment date of the increase shall receive a one-time lump sum payment of \$985. This payment will not increase the base salaries of unit members

c. Fiscal Year 2016-2017

A salary pool of 2% of the IAFF salary base as of March 1, 2016, for eligible bargaining unit employees shall be available for merit-based salary increases pursuant to this IAFFCP effective July 1, 2016. Employees who are rated as "meet standards" shall receive an increase to base salary of no less than 1% and no more than 3%. IAFF unit members who are in an IAFF unit position on the University's payroll on January 1, 2016, and remain employed in an IAFF unit position on the University's payroll through the payment date of the increase, are eligible for a merit-based salary increase from this salary pool. The new rate of pay will be effective July 1, 2016. Employees who do not receive an evaluation by April 30, 2016, shall receive an increase to their base salary of 2%.

d. Fiscal Year 2017-2018

A salary pool of 2.25% of the IAFF salary base as of March 1, 2017, for eligible bargaining unit employees shall be available for merit-based salary increases pursuant to this IAFFCP effective July 1, 2017. Employees who are rated as "meet standards" shall receive an increase to base salary of no less than 1.25% and no more than 3%. IAFF unit members who are in an IAFF unit position on the University's payroll on January 1, 2017, and remain employed in an IAFF unit position on the University's payroll through the payment date of the increase, are eligible for a merit-based salary increase from this salary pool. The new rate of pay will be effective July 1, 2017. Employees who do not receive an evaluation by April 30, 2017, shall receive an increase to their base salary of 2.25%.

4. Special Circumstances

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

- a. Eligible ten-month staff salary increases will be based on their prorated salary.
- b. For employees currently in an acting assignment, salary increases will be based on the pre-acting salary and then the acting rate will be recomputed.

5. Appeal Process

- a. Employees who claim that IAFFCP procedures were not followed, that there was a demonstrable factual inconsistency in the employee's evaluation, or that they were not evaluated according to the performance standards for their job, may seek review only as described below, which shall be the sole and exclusive remedy and appeal for such claim. The judgment that forms the basis of whether an employee is evaluated as "meets standards" or "does not meet standards" and the size of a salary increase pursuant to the IAFFCP shall be at the sole and exclusive discretion of the University and not subject to the above appeal process.
- b. The employee may initiate a review within 30 days of receipt of the salary notification letter from University Human Resources or notification by the department where there is no salary change. The employee must inform his or her immediate supervisor in writing on an IAFFCP Review Request Form available from University Human Resources of the claim that procedures have not have been followed, that there was a demonstrable factual inconsistency in the employee's evaluation, or that he/she was not evaluated according to the performance standards for the job. The supervisor must provide a written response to the employee within 30 days of receipt of the employee's completed Review Request Form.
- c. If the employee is not satisfied with the supervisor's written response, the employee may, within 30 days of receipt of the supervisor's written response, request in writing a review of the matter by the dean, director or department head who shall meet with the employee and provide a written response within 30 days of receiving the request for review.
- d. If the employee is not satisfied with the written response by the dean, director or department head, he or she may within 30 days request in writing a review of the matter by the Vice President or Provost (or designee) for the employee's area who will provide a written response within 30 days of receiving the request for review. In all cases, the decision of the Vice President or Provost is final.
- e. At each level, the employee shall provide a copy of all prior requests for review and prior written responses.

ARTICLE 25 – OVERTIME

The Emergency Services department is a seven (7) day per week twenty-four (24) hours per day operational unit. Employees in the department will, to the extent possible, be assigned a work

schedule not to exceed, in the case of Fire Inspector and Fire Inspector NFPA-25, thirty-seven and one-half (37.5) hours in a work week and, in the case of Emergency Service Lieutenant, forty (40) hours in a work week.

1. Employees whose regular work schedule is thirty seven and one-half (37.5) hours per week shall receive overtime compensation for all hours worked in excess of thirty seven and one-half (37.5) during the workweek. Such overtime compensation may be either in wages at the rate of time and one-half the regular hourly rate, or in time off at the rate of one and one-half hours (1.5) off from work for each hour worked in excess of thirty seven and one-half (37.5), at the discretion of the employee's department. When possible, the posted overtime assignments will state whether overtime compensation for time worked will be in wages or compensatory time.

Employees whose regular work schedule is forty (40) hours per week shall receive overtime compensation for all hours worked in excess of forty (40) hours during the workweek. Such overtime compensation may be either in wages at the rate of time and one-half the regular hourly rate, or in time off at the rate of one and one-half hours (1.5) off from work for each hour worked in excess of forty (40) hours, at the discretion of the employee's department.

Whenever Rutgers determines overtime is necessary, overtime will be offered in accordance with the following procedure:

- a. The department will make every reasonable effort to provide the Unit Members the opportunity for overtime first, on a seniority basis, starting with the most senior, after taking into consideration the nature of the work to be performed during overtime hours and the qualifications and abilities of the Unit Members. After the first distribution of voluntary overtime, the seniority rotation shall begin with the next most senior Unit Member on the list after the person who last accepted it. If an employee refuses an overtime assignment, it counts as if it was accepted. Rutgers shall maintain an overtime log for this purpose, which shall be available to the IAFF-5082 for review. The section will not apply in the event of an emergency, or time constraints requiring immediate overtime coverage. The Department will attempt to utilize this section for prescheduled overtime opportunities.
- b. In addition to seniority, Unit Members covered by this Agreement will be offered or assigned the appropriate overtime based on their primary area of responsibility. In the event there is an insufficient number of Emergency Services Lieutenants, Fire Inspectors, and/or Fire Inspectors NFPA-25 willing to cover a given overtime assignment falling within their primary area of

responsibility, then Rutgers shall expand the offer to include all Unit Members provided they currently maintain the certifications needed to act in that specific capacity. In this case, the seniority protocol established in section 1 would also still apply.

- c. In the event coverage still cannot be found, Rutgers may assign the necessary number of Emergency Services Lieutenants, Fire Inspectors, and/or Fire Inspectors NFPA-25 to cover the assignment. If the necessary number of Emergency Services Lieutenants, Fire Inspectors, and/or Fire Inspectors NFPA-25 are unavailable, to cover the assignment, non-bargaining unit members may be utilized to cover the assignment. Assignment shall be done in reverse order of seniority, that is, beginning with the most junior Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25. Rutgers shall maintain an overtime log for this purpose, which shall be available to the IAFF-5082 for review.
 - d. In the event an Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25's overtime assignment is cancelled without notification prior to the start of the overtime assignment, said Emergency Services Lieutenant, Fire Inspector, or Fire Inspectors NFPA-25 shall be compensated with two (2) hours of pay. If the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 elects to leave before the end of the two (2) hours, and the supervisor approves, the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 will be paid only for the time actually worked. Notification of an event cancellation shall be deemed completed, notwithstanding absence of person-to-person contact, through voicemail message, e-mail or text message left for the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 prior to their arrival at the station/office to the numbers/addresses previously provided by the employee.
2. For the sole purpose of determining Administrative Leave, Personal Holidays, Holidays, Vacation, Sick Leave, and other forms of paid time off as set forth in this Agreement, a work day for employees who work a thirty seven and one-half (37.5) hour work week will be seven and one-half (7.5) hours.

For the sole purpose of determining Administrative Leave, Personal Holidays, Holidays, Vacation, Sick Leave, and other forms of paid time off as set forth in this Agreement, a work day for employees who work a forty (40) hour work week will be eight (8) hours.

ARTICLE 26 - CALL BACK

Any Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 called back to work after he/she has completed his/her regular work shift and has left his/her place of work, shall be guaranteed a minimum of three (3) hours work or pay in lieu thereof. Such Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 shall be required to work all hours which are required by his/her supervisor. If the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 elects to leave before the end of the three (3) hours, and the supervisor approves, the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 will be paid only for the time actually worked.

ARTICLE 27 - STAND-BY

Unit Members are not normally expected to stand by. However, under exceptional circumstances they may be requested to do so. Any Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 who is required to stand by more than once in any contract year shall be compensated with two (2) hours compensatory time off for any such day. Such an Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 ordered in from stand-by status shall be paid from the arrival at the office, or scene if applicable until completion of that assignment. Stand-by shall mean the employee is notified of the stand-by requirement in advance, is subject to immediate recall and is expected to arrive for assignment within a reasonable time of receiving recall notification.

ARTICLE 28 - TRAVEL

All Unit Members traveling on behalf of the University on official business, including authorized training sessions, at the explicit direction of Rutgers, shall be covered by the travel regulations set forth in University Policies and in the University Regulations, Procedures, and Forms Usage Manual.

ARTICLE 29 - COURT APPEARANCES

When an Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 is required to appear as a witness before any court, judicial or quasi-judicial body or agency in connection with the responsibilities related to official duties, he/she shall be compensated for such time. If the

off-duty appearance is less than two (2) hours, the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 shall be compensated with two (2) hours of pay. The Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 shall be required to work for the full two (2) hours. If the Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 leaves prior to the completion of the full two (2) hours, they will only be compensated for the actual time worked.

The Emergency Services Lieutenant, Fire Inspector, or Fire Inspector NFPA-25 shall be reimbursed for such expenses as parking fees and toll fees in connection with such appearances provided that receipts are submitted for reimbursement.

ARTICLE - 30 UNIFORMS

1. Rutgers will supply uniforms to Unit Members and replace or repair items that are worn or damaged in the line of duty or from normal wear. Initial alterations and insignia placement will be provided by Rutgers.
2. Each Unit Member shall receive a new allotment of uniforms upon hire, or promotion. This allotment shall include:
 - a. 4 Short Sleeve Uniform Shirts*
 - b. 4 Long Sleeve Uniform Shirts*
 - c. 4 Uniform Pants*
 - d. 1 Pair of Boots
 - e. Rain Coat (for Lieutenants only)
 - f. Uniform Belt
 - g. Jacket (Winter/Seasonal Type)

Uniforms will be replaced as needed upon request of the employee to the supervisor. Return of damaged/worn uniforms will be required.

Unit members who purchase a fire resistant (FR) polo shirt, ballistic body armor, a baseball cap, and/or a watch cap at his/her own expense will be permitted to wear said item on the job, as long as the FR polo shirt/baseball/watch cap conforms to the uniform policy, and contains either no logo or the Rutgers Emergency Services Department logo.

* = Uniforms for firefighting trained staff will be NJ PEOSHA 12:100-10.7 compliant. Non-firefighter trained staff may be provided standard blended uniforms.

ARTICLE 31 - WORKERS' COMPENSATION

1. A Unit Member injured in the course of his/her employment must immediately seek medical attention at Occupational Health located in Hurtado Health Center on the College Ave Campus and notify their supervisor.
2. In the event of a medical emergency or an off-campus injury to a Unit Member while on duty, the Unit Member must go to a hospital and immediately notify their Supervisor.
3. Any Unit Member may be treated by a physician of his/her own choice provided he/she understands that the cost is his/hers. In most instances medical insurance plans will not reimburse him/her. Occupational Health physicians may refer a patient to a specialist or other physician. In these instances, the University will pay all charges.
4. The University agrees to maintain a Unit Member at full salary for a period of up to thirteen (13) weeks for an authorized disability when the Unit Member is disabled in the course of employment. Salary continuance for compensable disability does not affect sick leave or vacation accrual. If at the end of the thirteen (13)-week period, a Unit Member is still disabled, he/she may elect to continue on full salary by using sick leave available, or may elect to go on leave of absence without salary and receive the statutory Workers' Compensation benefit.

ARTICLE 32 - HEALTH BENEFITS

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 1, 2014. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the IAFF-5082.

ARTICLE 33 - RETIREMENT

Unit Members shall be eligible for participation in applicable Retirement/Pension Systems consistent with their rules and regulations. Should there be changes made to these plans by legislation during the term of this Agreement, all such changes appropriate to members of this

negotiating unit shall be made and effected in accordance with the provisions of such legislation. Administrative rules are established by the Division of Pensions.

ARTICLE 34 - EDUCATIONAL BENEFIT

Effective July 1, 2010, Unit Members shall be granted a one-time education incentive, payable quarterly, based on the attainment of the degrees as set forth: Associates Degree \$250.00, Bachelors Degree \$500.00, Masters Degree \$1000.00. The attainment of a higher degree eliminates any further compensation for the holding of the lower degree.

ARTICLE 35 - CONTINUING EDUCATION

1. Time off will be granted as follows provided it does not interfere with the orderly operation of the department.
2. A Unit Member may request permission to attend, without loss of pay, any training or continuing education courses required to maintain certifications required for their position. Every effort shall be made to accommodate the request and such requests shall not be unreasonably withheld. Requests to attend any training shall be made to the supervisor a minimum of 2 weeks prior to the course and must include a copy of the relevant transcript indicating the current Continuing Education Units (CEU) earned for the applicable certification/license, CEU's needed to renew the applicable certification/license, CEU's received by the course requested and current expiration date of the applicable certification/license. Unit Members must make every effort to attend courses that provide reciprocal credit for any additional certifications/licenses held by the employee required for their position. The Unit Member must make every effort to attend required courses throughout their recertification period and not wait until the end of the recertification period.
3. This shall extend to any certifications that were obtained at the request of the department.
4. Such request must be made through the chain of command, as early as possible, but no less than 2 weeks prior to the course. The department will advise the Unit Member whether permission has been granted or denied. This shall be done in writing.
5. A Unit Member may request permission to attend, without loss of pay but at his/her own expense, a training course that will specifically enhance skills required by the Unit Member's duties. Such request must be made through the chain of command, as early as possible. The department will advise the Unit Member whether permission has been granted. When the

department requires a Unit Member to attend a training course on his/her day off, he/she will be given an alternate day off. The alternate day will be at the discretion of the department.

ARTICLE 36 - CHANGE IN WORK SHIFTS

Not less than thirty (30) calendar days prior to effecting a permanent change of one hour or more in the regular starting time of any work shifts, Rutgers shall discuss such change and the need for such change with the Emergency Services Lieutenants, Fire Inspectors, or Fire Inspectors NFPA-25 who will be affected unless emergency situations make such notice and prior discussion impossible. Rutgers shall notify the President or Representative of the IAFF-5082 when such changes are to take place.

ARTICLE 37 - EXCHANGE OF DUTY TOURS

Unit Members may be occasionally given permission by their supervisors to exchange tours of duty for their own benefit, provided no overtime accrues to either one of the Emergency Services Lieutenants, Fire Inspectors, or Fire Inspectors NFPA-25. A strict accounting must be kept of approved exchanges.

ARTICLE 38 - SAFETY COMMITTEE

Rutgers and the IAFF-5082 may establish jointly a standing committee to discuss mutual problems concerning Unit Members health and safety. The committee shall meet when necessary. Immediate safety problems shall be reported to the Chief of Emergency Services or appropriate supervisor and Rutgers Environmental Health & Safety, Safety Committee.

ARTICLE 39 - PERSONNEL FILES

All Unit Members shall have reasonable access to their central personnel files to review their employee records. The request for review of such records shall be made in writing in advance to University Human Resources. The review of records shall be during regular office hours, and an IAFF representative may be present provided the representative is on his/her own time.

ARTICLE - 40 MUTUAL AID

Unit Members while rendering aid to another community at the direction of their superiors shall be fully covered by the Workers' Compensation and Liability Insurance and Pension as provided by the University and the State. Rutgers shall not assign Unit Members covered by this Agreement to work under the jurisdiction of communities whose Fire and/or Emergency Medical Services are engaged in a job action. This will not preclude the use of personnel of Rutgers from assisting another community when requested to perform vital emergency functions.

ARTICLE 41 - UNIVERSITY PROCEDURES AND BENEFITS

1. Rutgers and the IAFF-5082 agree that Unit Members shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University procedures even though not specifically provided for herein. Neither party waives any rights it may have by virtue of the New Jersey statutes. Copies of all university procedures, and revisions thereto, pertaining to Unit Members in this unit shall be given to the IAFF-5082 President or his/her designee as soon as they are promulgated.
2. Rutgers and the IAFF-5082 agree that Unit Members shall be entitled to enjoy all employment benefits extended to non-aligned University employees even though not specifically provided for herein.

ARTICLE 42 - MISCELLANEOUS

1. Rutgers shall provide a bulletin board, space on a bulletin board or space for a bulletin board for posting by IAFF-5082 representative of notices related to official IAFF-5082 matters. Such space shall be provided for at each work location. The IAFF-5082 agrees that notices posted on such bulletin boards shall not contain political or controversial material or any material not related to official IAFF-5082 business.
2. Rutgers may from time to time, establish and issue reasonable rules and regulations concerning the work to be performed by and the conduct of its Unit Members, including a discipline code, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement. Departmental regulations and discipline code shall be published in a manual or electronic media and in that form, distributed to all Unit Members. Changes to the manual or electronic media shall be by means of an addendum. Neither party waives any rights it may have by virtue of the New Jersey Statutes.
3. Rutgers and the IAFF-5082 agree to establish a committee, if necessary, to discuss Employee Performance Evaluation procedures.

4. Emergency Services Lieutenants shall have a paid meal break of no more than one-half hour each work shift as work permits, and are subject to call during this meal break. Unit Members assigned to a 40 hour or 37.5 hour work week are eligible for an unpaid meal break of one-half hour each work shift.
5. The annual motor vehicle registration fee for Unit Members wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the Unit Member's annual salary for Unit Members earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999 the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary. The fee shall be based on the Unit Member's annual salary at the time of billing.
6. All Unit Member shall perform duties associated with reading bulletin boards, e-mails, taking notes of all alerts, standing up for shape-up inspection at the start of their tour of duty.
7. Emergency Services Lieutenants, Fire Inspectors, or Fire Inspectors NFPA-25 who do not receive a paid break or paid meal and who are required to work for more than two (2) hours beyond their regular shift shall be eligible for one meal allowance of \$ 7.50.

ARTICLE 43 - LEAVE OF ABSENCE

1. Personal Leave.

The department does not normally grant an extended leave of absence. If a Unit Member is confronted with a situation of very unusual circumstances, the Unit Member should explain these circumstances in writing to the Chief of Emergency Services for consideration.

2. Medical Leave.

When a Unit Member is unable to perform the duties of his/her job because of a medically substantiated illness or injury, the department may grant a medical leave of absence without salary for a period of up to three (3) months in accordance with the Federal Family & Medical Leave Act.

Notwithstanding any other provisions in this agreement or in University policies, in the event that an employee is eligible for and takes a leave of absence under the Federal

Family and Medical Leave Act, New Jersey Family Leave Act, or the New Jersey SAFE Act, the employee must also use any available sick time or sick leave, whichever is applicable, during the period of the leave of absence, and said sick time or sick leave shall run concurrent with the leave permitted by statute.

3. Effective September 1, 2014, employees shall be eligible to participate in Rutgers' Compassionate Leave Program. Any leave taken under the Compassionate Leave Program for an employee's own illness or injury will be considered an unpaid leave of absence for purposes in paragraph 2 (above) of this Article.

ARTICLE 44 – SEVERABILITY

Rutgers and the IAFF-5082 understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement. Further, upon a request by the IAFF-5082, the parties shall meet to negotiate the impact.

ARTICLE 45 – MANAGEMENT RIGHTS

- (A) The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by laws and constitutions of the State of New Jersey and the United States of America.
- (B) Except as specifically limited or modified by the terms of this Agreement, or by law, all rights, powers, duties, authority, prerogatives of management, and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

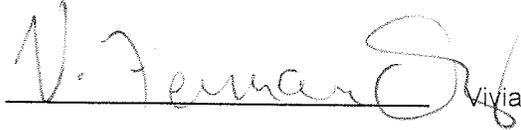
ARTICLE 46 – COMPASSIONATE LEAVE PROGRAM

Employees covered under this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human Resources Compassionate Leave Program, as may be amended unilaterally from time to time by the university.

ARTICLE 47 - TERM

This Agreement shall be effective from September 1, 2014 until 12 midnight on June 30, 2018.

RUTGERS, THE STATE UNIVERSITY



Vivian Fernández, Senior Vice President for Human Resources and Organizational Effectiveness



Harry M. Agnostak, JD, A.V.P, Human Resources



Jeff Maschi, Associate Director, Office of Labor Relations



Julie Cartegna-Jones, Sr. Labor Relations Specialist, Office of Labor Relations



William R. Scott, Chief of Emergency Services, Rutgers Emergency Services

RUTGERS EMERGENCY SERVICES ASSOCIATION – IAFF LOCAL 5082



Steve Webb, President – IAFF Local 5082



Sean Donohue, IAFF Representative



James Lacher, IAFF Representative

APPENDIX A - JOB DESCRIPTIONS

EMERGENCY SERVICES LIEUTENANTS, FIRE INSPECTORS, AND FIRE INSPECTORS
NFPA-25

APPENDIX A - JOB DESCRIPTIONS

EMERGENCY SERVICES LIEUTENANTS, FIRE INSPECTORS, AND FIRE INSPECTORS
 NFPA-25

Classification and Recruitment Form

Current Title & Grade: Emergency Services Lieutenant Grade 05

Proposed Title & Grade: Emergency Services Lieutenant Grade 05

SECTION 1 - JOB DESCRIPTION AND REQUIREMENTS

1. Position Summary

Provide a brief summary that expresses the primary role or reason the job exists

The purpose of this position is to provide emergency response command, control, supervision, and liaison capabilities throughout the five New Brunswick/Piscataway campuses and to respond to emergencies in Camden and Newark on request. Working on an assigned shift, Lieutenants provide shift supervision and coordination of all Emergency Services personnel assigned to that shift, including full-time, part-time, and student employees assigned to the various units of the Emergency Services Organization, i.e. Fire/Rescue, Ambulance response, inspectors, and all other university personnel (including police) at the scene of emergencies where ES personnel act as the Incident Commander. This position also is responsible for enforcing the provisions of the New Jersey Uniform Fire Code in all applicable locations, during the assigned work shift and during special events.

2. Job Description

Briefly list and describe in order of importance, the key duties for this position. For each key duty state in a few words:

- *What are the expected outcomes*
- *How are the key duties performed*

Please identify the percent of time spent on each.

1. Responds to and supervises all reported emergency incidents, non-emergency assistance incidents, motor vehicle lockouts, elevator extrications, trouble alarms, police assistance assignments, emergency medical calls, and hazardous material emergencies. Responsible for initiating and providing the command supervision function at all fire, emergency medical and HAZMAT emergency incidents, determining the appropriate level of response personnel necessary to control the incident, directing Public Safety dispatch to notify the appropriate response agencies (university and outside community) necessary to assist in handling the incident. Responsible for directing the activities of all Emergency Services personnel at an incident, for providing any needed assistance to the Emergency Medical Technicians in patient care and taking command of a multiple-casualty incident. Responsible for commanding the joint response to hazardous material emergencies occurring on campus, selecting the appropriate level of responder personal protection, and determining the proper method of mitigating the emergency and limiting exposure to persons and the environment. Responsible for initiating the State-mandated notification of a chemical release to the appropriate State agency. Responsible for coordinating all emergency response activities with the University Police Watch Commander and commanders of other response organizations. Respond to acute psychological emergencies involving students and implement the established protocol for handling these incidents, make all appropriate notifications to Deans and the Acute Psychiatric Center, and provide direct and individual care to the student in crisis. Conducts motor tours of the campus and reports any conditions affecting emergency response to the appropriate agencies. In conjunction with the motor tour, conducts security checks of university parking lots, reports observations, provides a visual presence to deter crime and enforces applicable parking regulations. 70%
2. Provides training to the university community and outside agencies as needed. Such training can include, but not limited to CPR, defensive driving, first aid, fire safety, evacuation, hot work when assigned. Shall assist with emergency evacuation drills when available and provide fire safety and related lectures during such drills. 15%
3. Responsible for coordinating the activities of the Emergency Medical Technicians during non-business hours. Responsible for providing field assistance and supervision at the scene of an accident or medical emergency. Responsible for the proper staffing levels of 5%

Classification and Recruitment Form

assigned shift and obtaining staffing in the event of an unplanned absence. Responsible for investigating and reporting all personal injuries or motor vehicle accidents involving the Emergency Medical Technicians. Responsible for initiating the supervising command function at a multiple-casualty incident requiring a response greater than the normal University-provided staffing level.

4. Responsible for enforcing the provisions of the New Jersey Uniform Fire Code. Issue written notices of violations upon the observation of any condition determined to be in violation of the Code, or university fire safety regulations. Responsible, in the event of an imminent hazard, to take all necessary actions required to correct the hazardous condition, to include issuing an order to vacate a structure, ordering the call-in of Facilities personnel to perform corrective work, ordering the response of outside authorities to include building or electrical officials, County Hazardous Materials Technicians, State Department of Environmental Protection officials, etc. Responsible for monitoring all special events occurring on the campuses during the assigned duty shift and enforcing the maximum occupancy regulations as outlined in the Uniform Fire Code. Responsible for ordering the termination of any special event where overcrowding exists and assisting University Police in clearing the venue of all persons. Responsible for ensuring that all special displays, such as fireworks, etc. are set up and conducted in a safe manner as outlined in the Uniform Fire Code. When such displays are not being set up or conducted in compliance with the regulations, the officer is responsible for terminating the event until compliance is gained. Shall issue summonses and assess penalties for continued violation of previously cited violations of the Uniform Fire Code, University fire safety regulations, or both.

10%

100%

3. Education, Experience, Skills, and Special Conditions:

Please state the minimum level of education, experience, licenses, certifications, specialized training, additional skills, abilities, physical, environmental, or special conditions required to successfully perform the key duties for the position.

Education:

This position requires a bachelor's degree, or equivalent combination of education and experience. Five years of experience in firefighting, emergency medical services, fire code enforcement, hazardous materials mitigation. Experience of more than five years can be used to substitute for education on a year-for-year basis.

Experience:

Nine years firefighting experience/education, four years as a practicing Emergency Medical Technician, and documented evidence of experience in responding to emergencies involving hazardous materials is required. Documented experience at company officer, level, command level preferred. Documented experience in performing fire safety inspections is also required for the position.

Must have a valid NJ Driver's License and a minimum of five years driving experience.

Certifications/Licenses:

He/she must have the following valid certifications, which must be maintained throughout employment:

- New Jersey Firefighter I and Firefighter II
- New Jersey Incident Management Level I
- New Jersey Emergency Medical Technician – Defibrillator
- New Jersey Fire Inspector or Fire Official
- New Jersey Fire Service Instructor I or II
- New Jersey Hazardous Materials Response Awareness and Operational Levels
- New Jersey Hazardous Materials Technician (preferred)

He/she must possess a working knowledge of the following:

- Laws and regulations pertaining to fire codes and standards
- Firefighting principles and practices, strategy and tactics
- Pre-hospital emergency medical treatment, triage
- Handling the management of operations involving hazardous materials, and mass-casualty incidents

Classification and Recruitment Form

- Incident command management and strategy

He/she must physically capable of demonstrating manual dexterity and mechanical abilities. A major responsibility of the position deals with mechanical fire protection systems. Knowledge and experience in one or more of the following trades is desirable; fire protection, fire alarms, plumbing, electrical, electronics, and HVAC. The nature of this position is such that operations take place during all types of weather conditions and environmental conditions such as rain, snow, high noise, stress, human pain and suffering; the incumbent must maintain command and make appropriate decisions during all of these adverse conditions. Since an emergency scene is dynamic, the ability to deal with an ever-changing environment is essential.

He/she must be able to pass a mask-fit test and an associated medical evaluation to be considered for this position. This position requires the ability to wear self-contained breathing apparatus, firefighter protective clothing, hazardous materials response personal protective clothing, and respirators and must be able to climb ladders and have the physical ability to drag a minimum 150-pound simulated rescue victim.

Please state any education, experience, certification, licenses, knowledge, skills, or abilities that are not essential to the position but preferred.

Completion of the National Fire Academy Executive Fire Officer Program is desired. An applicant's initiative in completing certificate courses in various aspects of emergency management and practices will be considered during the employment process.

He/she must agree to and authorize the university to conduct a background investigation including, but not limited to, a criminal history check, NJ State Crime Information and National Crime Information checks, Warrant checks, and a NJ Division of motor Vehicles driving record check. Any criminal record will affect consideration of a candidate for appointment.

Must work shift assignments; will be required to work holidays.

Classification & Recruitment Form

Current Title & Grade: Fire Inspector 04

Proposed Title & Grade:

SECTION 1 - JOB DESCRIPTION AND REQUIREMENTS

1. Position Summary

Provide a brief summary that expresses the primary role or reason the job exists.

This position provides a highly qualified administrative individual to conduct fire inspection and enforcement programs on all University campuses and field stations, statewide in accordance with the Regulations of the New Jersey Division of Fire Safety. The incumbent must be prepared at all times to respond to emergency incidents as directed by the shift supervisor or other such command personnel.

2. Job Description

Briefly list and describe in order of importance, the key duties for this position. For each key duty state in a few words:

- *What are the expected outcomes*
- *How are the key duties performed*

Please identify the percent of time spent on each.

60 % 1. Inspects University buildings and properties for compliance with State, Federal and University fire safety regulations, policies and procedures.

5 % 2. Tests emergency lighting systems and evaluates adequacy of systems. Ensures the testing of fixed suppression and standpipe systems are performed in accordance with performance specifications and code requirements and oversee contract vendors to ensure same.

4 % 3. Conducts flow tests of water distribution systems, standpipe systems and automatic sprinkler systems. Evaluates performance of these systems.

5 % 4. Conducts fire prevention education programs for students, faculty and staff members.

5 % 5. Prepares all required inspection reports, violation notices, complaints, reports and records in accordance with Uniform Fire Code requirements and directives of the New Jersey Division of Fire Safety.

15 % 6. May respond to campus emergencies to assist, support or temporarily act in the capacity of the Emergency Response Lieutenants. Properly uses personal protective equipment (PPE), and tools to successfully mitigate an emergency incident. These tasks shall be accomplished based on the incumbent's prerequisite knowledge and training and will be done so under the direction of the shift supervisor.

1 % 7. Inspects assigned vehicle to ensure full operational readiness including but not limited to levels of gasoline, oil, etc and reports any deficiencies. Ensures vehicles are stocked with the necessary equipment and supplies. Performs daily maintenance and checking of personal equipment to ensure readiness for emergency situations.

5% 8. May supervise and coordinate work of designated student employees; manage personnel activities to meet University and departmental objectives

University Human Resources
57 U.S. Highway 1 • New Brunswick, NJ 08901-8554
732-932-3020 • FAX 732-932-0046 • uhr.rutgers.edu

100%

3. Education, Experience, Skills, and Special Conditions:

Please state the minimum level of education, experience, licenses, certifications, specialized training, additional skills, abilities, physical, environmental, or special conditions required to successfully perform the key duties for the position.

- (a) Associate Degree in Fire Science Technology or a valid high school/vocational school education and extensive experience in code enforcement.
- (b) A minimum of two years experience in a career or volunteer fire department. Incumbent must possess a current and valid Firefighter I Certification consistent with NFPA standards and recognized by the New Jersey Division of Fire Safety. Incumbent must possess Incident Management Level I certification from the New Jersey Division of Fire Safety. One or more years experience in municipal code enforcement preferred, and a working knowledge of the New Jersey Uniform Fire Code. Candidates are required to successfully complete a medical First Responder course within their first 18 months of employment and must subsequently maintain this certification. Candidates possessing a valid certification as a certified Emergency Medical Technician (EMT) are preferred.
- (c) Certification by the State of New Jersey as a Fire Inspector or Fire Official is mandatory for entry into the position as well as to continue in the position. Must have a valid New Jersey driver's license and must have an overall safe driving history. Candidates will be required to complete the Rutgers Defensive Driving Course. Incumbents must have the ability and visual acuity to drive an emergency vehicle safely and with caution.
- (d) Incumbent will be required to pass a complete background investigation by the University Police Department
- (e) Incumbent must be able to properly interpret New Jersey Fire Safety Statutes and Regulations and possess the skills to transmit that information to the public in both oral and written form. Must be able to utilize computer equipment for maintaining inspection records, preparing violation notices, and for other correspondence. This position requires extensive walking, climbing of stairs and ladders, traversing narrow runways and catwalks, and reaching roof areas of buildings. Also required is the continuation of inspection task in all types of weather, investigation of fire scenes in potentially unsafe conditions and other related tasks.
- (f) Candidates must possess general good health; incumbents must possess and retain sufficient strength, stamina, agility, and visual and auditory acuity necessary to perform all the duties of the position. Candidates may be required to pass a physical examination. Incumbents hired after January 2004 are required to wear an N-95 type respirator and self contained breathing apparatus (SCBA) and must be able to pass a medical clearance examination and mask fit test.
- (g) Incumbent may be required to work various shifts including days, evenings, nights, weekends, holidays and special events as assigned.
- (h) Incumbents must have knowledge of basic computer office applications.

If this position requires advanced knowledge in a particular field or an advanced degree in a specific field of study in order to perform the functions, please describe in detail the requirements and why it is required.

4. **Education, Experience, Skills, and Special Conditions:**
Please state any education, experience, certification, licenses, knowledge, skills, or abilities that are not essential to the position but are preferred.

SECTION 2 – POSITION SUPERVISORY RESPONSIBILITIES

5. Define this position's supervisory responsibilities:

- Has supervisory responsibilities for permanent employees. Makes and/or recommends final hiring and firing decisions and takes disciplinary actions.

For reclassifications of a position where the incumbent is supervising a URA-AFT member, has the incumbent ever exercised his/her authority to hire, fire, or discipline one of the subordinates listed below?

- Yes. If yes, please provide supporting documentation to Human Resources that demonstrates the exercise of this authority.
- No

Please provide the following information for all employees directly reporting into this position.

<u>Payroll Title of Employee(s) Supervised</u>	<u>Job Class Code</u>	<u>No. of Employees</u>
--	-----------------------	-------------------------

- Leads and/or provides work direction, training and/or technical assistance to lower level permanent employees, and/or temporary, student and/or consultant employees.
- Does not have supervisory or management responsibility.

SECTION 3 – POSITION DETAIL

6. If the position manages or directs one or more function(s), please describe the scope of operations, the number of people, and the annual operating budget.

n/a

7. How will this position exercise discretion or independent judgment when making decisions? Please explain what authority and accountability will be required in performing the key duties of this position.

This position requires the inspector to inspect all university properties to ensure compliance with the New Jersey Uniform Fire Code. The inspector must analyze building or operational conditions and ensure all violations observed are properly documented and the appropriate notice of violation is issued. The inspector works independently and reports findings to the manager.

8. Does this position develop and/or implement new procedures or controls? Please explain and list specific examples of the processes that this position develops/implements and identify whether the procedures govern the immediate work unit, department, center, school, campus, or university?

n/a

9. What is this position's accountability for organizational and/or strategic planning? Please explain and list specific examples.

n/a

10. Is this position responsible for analyzing information and data and/or preparing reports? Describe the type of information or data analyses performed and the purpose, use, and recipients of reports.

Upon discovery of a violation of the New Jersey Uniform Fire Code, the inspector will generate a Notice Of Violation issued to the Dean, Director, Department Head, Facilities Maintenance, Athletics or Housing unit responsible for the violation.

11. List and describe the most complex issues or problems this position is accountable for delivering expected results. Include situations that are a constant challenge and which require judgment and time to consider alternatives before decisions or resolution can be rendered. Following each situation, indicate whether this position makes the final decision (D) or makes recommendations (R).

Work closely with the recipient of a violation to determine the appropriate course of action to abate the violation (R)
Review violations with recipient when the recipient does not feel that the violation is legitimate to ensure the issue is completely explained and action taken to abate. (R)

12. Please identify, quantify, and describe the equipment, software, and specialized materials the position regularly uses or supports in the performance of its functions. *IT positions: please complete section 5- IT addendum.*

Inspector is required to climb ladders, use inspection meters and equipment, use Personal Protective Equipment (PPE), use emergency vehicles and emergency response. Required to use the following software: Asurio/Efinity, Microsoft Office, Emergency Software Products, Kronos, and various other databases.

13. Please provide any other critical job information that has not been covered on this form.

The individual identified below is the supervisor or manager of the person whose position is described above. The individual below has approved submission of this form and certifies that the information in this document is accurate and complete.

Name William R. Scott Title Chief

Date 4/05/13

Classification and Recruitment Form

Current Title & Grade: Fire Inspector - NFPA 25 grade 05

Proposed Title & Grade: Fire Inspector - NFPA 25 grade 05

SECTION 1 - JOB DESCRIPTION AND REQUIREMENTS

1. Position Summary

Provide a brief summary that expresses the primary role or reason the job exists

In accordance with university and N.J. Division of Fire Safety Standards, conducts tests in accordance with the National Fire Protection Association (NFPA) 25 on all fire pumps, fire sprinkler systems, and fire standpipe systems throughout all university buildings and structures. May also conducts fire inspections and provide enforcement capabilities on all university campuses and field stations statewide.

2. Job Description

Briefly list and describe in order of importance, the key duties for this position. For each key duty state in a few words:

- *What are the expected outcomes*
- *How are the key duties performed*

Please identify the percent of time spent on each.

- | | |
|--|-------------|
| 1. Performs the minimum requirements for the periodic inspection, testing, and maintenance of water-based fire protection systems throughout all University building and structures. Ensures a reasonable degree of protection for life and property from fire through minimum inspection, testing, and maintenance methods for water-based fire protection systems. Conducts inspections in all University buildings and properties to ensure compliance with State, Federal and University fire safety regulations, policies and procedures. | 80% |
| 2. Performs all required tests emergency systems; evaluates the operational adequacy of all systems tested. Witness's test of fixed suppression systems and standpipe systems; evaluates the performance of contract vendors in accordance with performance specifications and code requirements and all other related duties as assigned. | 5% |
| 3. Conducts flow tests of water distribution systems, standpipe systems and automatic sprinkler systems. Evaluates performance of these systems. | 5% |
| 4. Conducts fire prevention education programs for students, faculty and staff members. | 5% |
| 5. Prepares all required inspection reports, violation notices, complaints, reports and records in accordance with Uniform Fire Code requirements and directives of the New Jersey Division of Fire Safety. | 5% |
| | 100% |

3. Education, Experience, Skills, and Special Conditions:

Please state the minimum level of education, experience, licenses, certifications, specialized training, additional skills, abilities, physical, environmental, or special conditions required to successfully perform the key duties for the position.

Associate Degree in Fire Science Technology or a valid high school/vocational school education and experience in code enforcement.

A minimum of two years experience in a career or volunteer fire department. One or more years experience in municipal code enforcement, and a working knowledge of the New Jersey Uniform Fire Code.

Classification and Recruitment Form

Certification by the State of New Jersey as a Fire Inspector and/or Fire Official is mandatory for entry into the position as well as knowledge and experience in the conducting of NFPA 25 testing. A valid New Jersey certification as a Fire Inspector and/or Fire Official is required to continue in this position. Must have a valid New Jersey driver's license and two years safe driving experience.

Incumbent will be required to pass a complete background investigation by the University Police Department.

Incumbent must be able to properly interpret New Jersey Fire Safety Statutes and Regulations and possess the skills to transmit that information to the public in both oral and written form. Must be able to utilize computer equipment for maintaining inspection records, preparing violation notices, and for other correspondence. This position requires extensive walking, climbing of stairs and ladders, traversing narrow runways and catwalks, and reaching roof areas of buildings. Also required is the continuation of inspection task in all types of weather, investigation of fire scenes in potentially unsafe conditions and other related tasks as assigned.

Certifications by the state of New Jersey as a Fire Sprinkler Contractor is required. This certification is required to continue in this position. Must have a minimum of NICET I is required prior to appointment. Successful completion of NICET II is required within 1 year.

Please state any education, experience, certification, licenses, knowledge, skills, or abilities that are not essential to the position but preferred.

Basic computer knowledge (word/outlook/excel etc.)

APPENDIX B – SALARY TABLE

EMERGENCY SERVICES LIEUTENANTS, FIRE INSPECTORS, AND FIRE INSPECTOR
NFPA-25

EFFECTIVE JULY 1, 2015

SALARY TABLE: IAFF – INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

GRADE		MINIMUM	MIDPOINT	MAXIMUM
4	ANNL	46015.00	57553.50	69092.00
5	ANNL	52917.00	66184.00	79451.00

EFFECTIVE SEPTEMBER 12, 2015

SALARY TABLE: IAFF – INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

GRADE		MINIMUM	MIDPOINT	MAXIMUM
4	ANNL	47196.00	58734.50	70273.00
5	ANNL	54098.00	67365.00	80632.00

APPENDIX C – APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO
ARTICLE 24 – SALARY IMPROVEMENTS

In the event the University intends to withhold any of the economic provisions of this Article by invoking the “subject to” language in the prefatory paragraph of this Article, it is agreed that the invocation of the “subject to” language will be based on a determination by the University that there exists a fiscal emergency.¹ If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the IAFF Local 5082 with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days’ notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days’ notice, upon request of the IAFF Local 5082 negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the IAFF Local 5082 pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
- The audited financial statements for the prior fiscal year;
- Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
- Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The IAFF Local 5082 may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the IAFF Local 5082, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the IAFF Local 5082 may file a category one grievance pursuant to paragraph 5 below.
4. The IAFF Local 5082 agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University’s intended action other than as specified in paragraph 3 above.

5. If the parties have not agreed upon measures to address the fiscal emergency, the IAFF Local 5082 may file a grievance under Article 7 of the Agreement. The grievance shall proceed directly to arbitration. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds. The arbitrator's decision shall be binding on all parties.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under this Article. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of this Article, the parties shall mutually agree upon another arbitrator.

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