

COLLECTIVE BARGAINING AGREEMENT

between the

Rutgers, the State University of New Jersey

and

Office Professional Employees International

Union Local 153

(Security Officers & Dispatchers)

(July 1, 2014 June 30, 2018)

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PREAMBLE

This Agreement between Rutgers, the State University of New Jersey and Office and Professional Employees International Union Local 153 AFL-CIO has been created for the purpose of furthering harmony and mutual understanding between the University, the Union and its staff.

It is mutually understood that the mission of the University is to provide a quality education to its students and through its hospital facilities to deliver uninterrupted quality medical care to its patients and that, this Agreement is intended to contribute to the fulfillment of that mission.

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status, political affiliation or participation in or association with the activities of any employee organization.

All staff are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

RECOGNITION

Rutgers, the State University of New Jersey hereby recognizes OPEIU, Local 153 of AFL-CIO for the purpose of collective negotiations for all terms and conditions of employment in a unit of staff employed by the University of Medicine and Dentistry at all locations as set forth in Paragraph (A) hereof.

A. The staff included are:

1. Security Officers
2. Public Safety Dispatchers
3. Senior Security Officers
4. Regular Full-time, Part-time staff in the above category who regularly work a minimum of 20 hours per week.
5. Temporary full-time staff in category 1 above who have been continuously employed by the University in the same position for a period of six months or longer.

B. The staff excluded are:

1. Public Safety Interns
2. University Police Officers
3. Sergeants
4. Managerial Executives
5. All other part-time, casual, or Temporary staff

**ARTICLE I
MANAGEMENT RIGHTS**

- A.** The University hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
1. The executive management and administrative control of the University and its properties and facilities and the activities of its staff;
 2. To hire all staff and subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer staff;
 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B.** The exercise of the foregoing powers, rights, authority, duties or responsibilities of the University, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C.** Nothing contained herein shall be construed to deny or restrict the University of its rights, responsibilities, and authority under national, state, county, or local laws or ordinances.

**ARTICLE II
FAIR TREATMENT**

A. No Reprisals

It is understood and agreed that all staff covered by this Agreement enjoy the right to exercise their privileges provided under Chapter 303, P.L. 1968, as amended, the Grievance Procedure contained in this Agreement and all other terms of this Agreement without fear of discrimination or reprisals.

B. Regular Part-Time Staff

The inclusion of part-time staff who are scheduled to work twenty (20) or more hours per week within the bargaining unit and under this Contract shall not be construed to alter or expand the eligibility of part-time staff for coverage by any State program relating to terms and conditions of employment. Where such part-time staff are eligible for State programs or coverage under provisions of this Contract, appropriate pro rations will be made in accord with their part-time status. If it is determined by the State that part-time staff are excluded from coverage for any State programs, the University will not be responsible for providing coverage even if a prior practice to provide coverage exists.

C. Temporary Full-Time Staff

Temporary full-time staff shall be eligible for leave programs as described herein or otherwise stated in the policies of the University upon completion of 6 months of employment in the same position. Eligibility for other benefits shall be based upon University policy and/or state mandated requirements.

Provisions of Article XI (Seniority and Transfers) shall not be applicable to any temporary full-time staff in this unit.

**ARTICLE III
PERSONNEL PRACTICES**

- A. The University agrees to provide adequate and regularly maintained sanitary facilities for staff use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of his job.
- B. The University shall furnish identification cards to all staff. Lost cards shall be reported immediately.
- C. Whenever a staff member is delayed in reporting for a scheduled work assignment, he shall endeavor to contact his supervisor in advance, if possible. A staff member who has a reasonable excuse and is less than five (5) minutes late is not to be reduced in salary or denied the opportunity to work the balance of his scheduled shift and he shall not be disciplined except where there is evidence of repetition or neglect.

Lateness beyond the five (5) minute period above shall be treated on a discretionary basis. However, this provision is not intended to mean that all lateness or each incidence of lateness beyond five (5) minutes shall incur disciplinary action or loss of opportunity to complete a work shift or reduction of salary.

- D. Attendance Control Policy
 - 1. Effective October 8, 2014, the Attendance Control Policy 60.9.10 shall not be applied to Local 153 unit members.

E. Lateness or Absence Due to Weather Conditions

1. All staff members are subject to University policy governing absences or lateness including the University's Inclement Weather Policy 60.9.58, revised 12/03/2013.

- a. When severe weather condition(s), such as a severe snowstorm, flooding, hurricane, etc. threatens the continuation of programs and/or services provided by the University, the University may declare an Inclement Weather Day for one or more campuses of the University.
- b. Staff members required to work or given permission to work on an Inclement Weather Day will be given additional compensation in accord with the University's Inclement Weather Day Policy.
- c. Should the University declare an Inclement Weather Day all Security Officers or Security Dispatchers who have been scheduled to work, are already at work, or directed to report to work, must report to work or remain at work. Failure to comply will result in a loss of pay for the day(s) and may result in disciplinary action.

2. If an Inclement Weather Day is not declared by the University, staff members receiving permission from his/her department head/designee not to report to work due to weather conditions shall utilize accrued benefit time (i.e. vacation time, float holiday) other than sick time or if no accrued benefit time is available, shall result in a loss of pay for the day(s). Staff members not excused from work for the day and who do not report to work will be salary deleted and may be subject to discipline.

3. Staff members reporting to work late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of the Director of Public Safety.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definition of Grievance

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

B. Purpose

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or settlement of staff grievances.
2. It is agreed that the individual staff member is entitled to utilize this grievance procedure and to Union representation in accordance with the provisions thereof. He shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

C. General Provisions

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.
3. Any claim of unjust discipline against a staff member shall be processed in accordance with the provisions of this Article.
4. All disciplinary grievances must be signed by the individual grievants prior to the filing of the Step II appeal or within two (2) workdays of the filing of the appeal.
5. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated thereunder, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement except as provided in this Agreement.
6. Grievance resolutions or decisions at Step I and II shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the University and Union. This shall not be construed to preclude either party from introducing relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.
7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty-one (21) day period, provided in E.1 below except that payroll errors and related matters shall be corrected to date of error.
8. The Union representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.
9. Discipline under this article means official written warning, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved staff member. Dismissal from service or reduction in grade based upon a layoff or operational changes made by the University shall not be construed to be discipline.

10. Just cause for discipline including dismissal from service shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.

11. Where an appointing authority or his designee imposes discipline pursuant to paragraph 10, written notice of such discipline shall be given to the staff member. Such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline.

12. The name of any staff member who is notified of suspension or dismissal pursuant to paragraph 11 shall be transmitted to the Union as soon as feasible but not to exceed 72 hours after such notice excluding weekends.

13. The terms of this Article shall not apply to a probationary staff member, provided does not exceed six months. This exclusion shall not apply to probationary staff who otherwise hold regular appointment in a job classification included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance in a probationary period or any action taken in pursuance thereof be deemed to be discipline within the meaning of this Article.

14. Directive

A member of the unit who receives a verbal or written directive to report to the Campus Labor Relations Coordinator/Specialist, a supervisor or other administrative officer on a matter involving discipline, suspension or discharge may be accompanied by a representative of the Union local at the staff member's request. If during the course of a discussion between staff member and a representative of the Human Resources Department, a supervisor or other administrative officer, a matter should arise which could lead to a question of discipline, suspension or discharge, the staff member may, at that time, request such Union representation.

15. Where criminal charges are initiated, the right of the staff member to representation by his attorney shall not be violated.

16. A staff member shall not be disciplined for acts, except those which would constitute a crime, which occurred more than one year prior to the service of the notice of discipline or three months after the University had notice of the acts. The staff member's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

17. Nothing in this Article of Agreement shall be construed to limit the right of the University to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.

18. The University may, in lieu of a suspension, substitute a forfeiture of vacation days (or other benefit time, except sick time) up to or equal to the same number of days of suspension.

D. Informal Procedure

Any member of the collective negotiating unit may orally present and discuss his complaint with his immediate supervisor on an informal basis. The staff member may request the presence of the shop steward. Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

E. Time Sequence for Filing and Decision

1. A grievance must be filed at Step One within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar

days from the date on which the grievant should reasonably have known of its occurrence whichever is later or within twenty-one (21) calendar days of notice of discipline to the staff member involved.

2. Reference to days in this procedure are working days of the party to which they apply except as otherwise specified.

3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One or Two, the grievance may, within three (3) working days, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree in writing such grievance may be initiated at or moved to Step Two without a hearing at the lower step.

5. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.

6. Time limits under this article may be changed by written mutual agreement only.

7. Hearings shall be held and decisions after a scheduled grievance hearing shall be rendered in writing with the time limits below:

a. at Step one within five (5) days of the receipt of the appeal.

b. at Step Two the Hearing shall be held within twenty-one (21) calendar days of the receipt of the appeal from the Step One decision and a decision rendered within twenty-one (21) calendar days from the conclusion of the hearing.

F. Grievance Steps

A grievance shall be presented and adjusted in accordance with the steps outlined below.

Step One

In the event the matter is not resolved informally, the grievance may be submitted in writing to the department head who shall hear the grievance and render a decision. The grievant may be represented by the shop steward or Union business agent.

Step Two

1. If the grievance is not resolved satisfactorily at Step One, it may be appealed to the Director of Relations, Human Resources. The Director of Labor Relations or his/her designee, will convene a hearing within twenty-one (21) calendar days after receipt of such grievance. The Director of Labor Relations or his/her designee shall render a written decision within twenty-one (21) calendar days from the date of the conclusion of such hearing. The staff member may be represented at such hearing by the Local Union President or his designee. The decision rendered herein shall be final except as provided below.

2. Discipline that is grieved in accordance with Step Two of the grievance procedure shall be stayed until the issuance of a Step Two decision. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination, until the grieved discipline has been resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the Vice President of

Human Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure. This provision shall not apply to:

- (1) Disciplinary demotion, discharge or suspensions pending an investigation;
- (2) Discipline for conduct which demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that an employee serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained. If subsequent offenses occur while a Step Two grievance is pending, multiple grievances may be addressed at the same hearing.

Step Three Arbitration

1. In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance either involved an alleged violation of the Agreement as described in the definition of a grievance in A.1 above or in the case of discipline involves the following contemplated or implemented penalties:

1. Suspension of five days or more at one time
2. Demotion
3. Discharge

then a request for arbitration may be brought only by the Union through its President within twenty-one (21) calendar days from the date the Union received the Step Two decision, by mailing a written request for arbitration to the Director of Labor Relations. If mutually agreed a small case pre-arbitration conference may be scheduled to frame the issue or issues. All communications concerning appeals and decisions shall be made in writing. A request for arbitration shall contain the names of the University Department and the staff member involved, copies of the original grievance, appeal documents, and written decisions rendered at the lower steps of the grievance proceeding.

2. Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission.

3. In non-disciplinary matters, the arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe and appropriate back pay remedy when he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator except if specifically provided herein. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. Arbitrators in disciplinary matters shall confine themselves to determinations of guilt or innocence and the appropriateness of penalties and shall neither add to, subtract from, nor

modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to guilt, innocence or penalty shall be final and binding upon the parties. In the event the arbitrator finds the staff member guilty, he may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph C, above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the staff member guilty, he may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph C, above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator finds the staff member innocent or modifies a penalty, he may order reinstatement with back pay for all or part of period of suspension or reduction in grade for all or part of a period of suspension or reduction in grade for all or part of the period that the staff member was dismissed from service. The arbitrator may consider any period of suspension served or the period that the staff member was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the staff member may be paid for the hours he would have worked in his normally scheduled work week, at his normal rate of pay, but not exceeding 40 hours per week or eight hours per day, less any deductions required by law or other offsetting income, for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions of facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

5. The arbitrator shall hold the hearing at a time and place convenient to the parties within thirty (30) calendar days of his acceptance to act as arbitrator and shall issue his decision within thirty (30) days after the close of the hearing.

6. In both disciplinary and non-disciplinary cases, a neutral arbitrator may head and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event either party asserts the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein, shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties agree in writing otherwise.

ARTICLE V
Prior Benefits and Practices

Any and all existing benefits, practices and general working conditions uniformly affecting all staff in the unit in effect on the date of this Agreement shall remain in effect to the extent they are modified by this Agreement. Regulatory policies initiated by the University which have the effect of work rules governing the conditions of employment in its various facilities and which conflict with any provision of this contract, provided that if the University changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the University will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the staff affected, the University shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the Employer - Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, then the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

ARTICLE VI
Administration of Agreement

The Union and the University shall upon the request of either party schedule quarterly meetings for the purpose of reviewing the administration of this Agreement and to discuss problems which may have arisen. Such meetings are not intended to by-pass the grievance procedure or to be considered negotiating meetings, but are intended to be a means of fostering good employer-staff relations.

ARTICLE VII WAGES

A. Wage Structure/Entry Rate

All OPEIU Local 153 classifications will be under the compensation system known as the Job Rate System. The Job Rate System shall be comprised of the following elements: Probation Rate, Job Rate, and Two Year Rate.

1. The Probation Rate shall be utilized as the basis for the hiring range in each position.
2. New hires shall receive a 6 month salary adjustment at the conclusion of a 180 day probationary period, or as extended, and this is considered the Job Rate.
3. New hires shall receive a two (2) year anniversary adjustment, provided there is no discipline pending and performance is satisfactory, and this is considered the Two year Rate.

Should an incumbent employee be promoted to a position or new entry level rate for that position, the employee shall be entitled to the wage adjustments applicable at the conclusion of the relevant probationary period and at their two (2) year anniversary

B. Correcting Payroll Errors

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 2 payroll workdays from the time the error is reported to Payroll by the affected staff member. A staff member scheduled to be off on payday may receive their paycheck the day before payday in accordance with University policy.

C. Salary Program July 1, 2014 to June 30, 2018

Base Compensation Rate: An employee's base compensation rate is the employee's base rate of pay and does not include any differential(s), premium(s) or bonuses.

Effective July 1, 2014

- 2% across-the-board increase for all bargaining unit members hired prior to 7/1/ 14
- 2% increase to the Job Rates

Effective July 1, 2015

- 2% across-the-board increase for all bargaining unit members hired prior to 7/1/ 15
- 2% increase to the Job Rates

Effective July 1, 2016

- 2% across-the-board increase for all bargaining unit members hired prior to 7/1/ 16
- 2% increase to the Job Rates

Effective July 1, 2017

- 2.25% across-the-board increase for all bargaining unit members hired prior to 7/1/17
- 2.25% increase to the Job Rates

Shift Differential

Effective July 1, 2014, and every July, 1st thereafter during the term of this agreement the shift differential will be \$2.00 per hour.

Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00 am. Unless there is an emergency, a unit member's shift hours may only be changed upon 14 calendar days' prior notice.

D. All salary adjustments shall be subject to the terms and conditions of the appropriation legislation and administered consistent with the appropriate demands of the University Compensation Plan and subject to the appropriation of and release to the University by the State of adequate funding for the specific purpose identified for the full period convened by that Agreement. Any dispute involving the above provision may be submitted directly to arbitration under Article IV of this agreement, and all other steps of the grievance procedure will be bypassed.

E. The parties to this Agreement understand that the public services provided to the citizenry of the State of New Jersey require a continuing cooperative effort. They hereby pledge themselves to achieve the highest level of service by jointly endorsing a concept of intensive productivity improvement which may assist in realizing that objective.

**ARTICLE VIII
HOURS OF WORK AND OVERTIME**

A. Hours of Work

1. The duration of the work week for each job classification within the unit shall be consistent for all staff within each classification having the same salary level, except for part-time staff. The regularly scheduled standard workweek is assigned as 40 hours. Part-time staff are assigned workweeks shorter than the standard workweek. For purposes of this contract, a "day" is defined to be an employee's regularly scheduled weekly hours divided by five.
2. All full-time staff shall be scheduled to work a regular shift as determined by the University which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the staff member's convenience shall be given consideration.
3. Unless there is an emergency, a unit member's shift hours may only be changed upon fourteen (14) calendar days' prior notice. Should such advance notice not be given, A staff member affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his workweek.
4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Staff who are required to work beyond their regular quitting time into the next shift shall receive a fifteen minute rest period when the period of work beyond their regular shift exceeds two (2) hours.
5. The time sheet of a staff member shall be made available for inspection on his request.
6. When a staff member is called to work outside his regularly scheduled shift, he shall be compensated for the actual hours worked. He shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his regular shift.

B. Overtime

1. The University conforms to the Fair Labor Standards Act (F.L.S.A.).
2. All staff shall be compensated at time and one half (1 1/2) times the regular rate of pay for all hours worked in excess of forty hours. Overtime pay and other premium pay shall not be pyramided.
3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and a half (1 1/2) hours times the regular rate of pay for each hour worked.
4. For the purpose of computing overtime, all paid but unworked time will be counted, except for paid sick time.
5. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the University shall give the staff member as much advance notice as possible relative to the scheduling of overtime.
6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment, he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.
7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime.

Such mandatory overtime shall be rotated starting with the least senior qualified staff member.

8. Lists reflecting the overtime call status of the staff shall be available to the Union in the functional work unit.

9. Supervisors shall be required to maintain accurate weekly records of a staff member's compensatory time balances. This record shall be made available for inspections upon request of the staff member.

**ARTICLE IX
HOLIDAYS**

A.

1. Effective October 8, 2014, the following shall be the scheduled holidays for the bargaining unit:

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

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

3. Employees working in facilities/work units as referenced above, shall not lose the four mandatory leave days even if their facility/work unit does not close.

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

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

Part-time unit staff members shall receive leave days on a prorated basis (e.g. 50% staff working in a 40 hour title shall receive twenty-four (24) hours of float holidays per annum).

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

6. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in without pay for the day(s) and appropriate disciplinary action may be taken.

7. Consistent with proper security, the University will make every effort to rotate major holidays among the staff within the work unit.

1. Staff required to work on the following holidays will be paid at the rate of time and one half (1 1/2) their regular rate of pay for all hours worked. In addition, the bargaining unit members shall receive either a scheduled day off or be credited with one (1) day of compensatory time. Part-time staff shall receive holiday payments on a prorated basis.

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

2. Staff who are required to work the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the bargaining unit members will receive a scheduled day off or be credited with one (1) day compensatory time.

3. On any of the above eight (8) holidays, University management retains the right to pay cash at straight time in lieu of granting a scheduled day off or crediting compensatory time.

**ARTICLE X
VACATIONS**

A. Vacation Benefits

All staff covered by this agreement will be entitled to the following vacation schedule

Amount of Service:

Up to the end of the first calendar year	1 ^{1/4} working days for each month
From 1 to completion of 10 years	1 ^{1/4} working days for each month
From 11 to 20 years	1 ^{2/3} working days for each month
Upon completion of 20 years	2 ^{1/12} working days for each month

B. Vacation Schedules

Subject to the pressure of proper security, the choice of vacation time will be determined within the work unit on the basis of University seniority subject to the current University vacation policy.

C. Use of Vacation Time

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued provided permission has been granted by his/her department head.
2. A staff member may carry one (1) year of earned vacation time over into any new fiscal year. If he/she wants to carry over more than one (1) year of earned vacation, he/she may make this request in writing to the appropriate department head and the Vice President of Human Resources
3. All regular part-time staff who are included in this bargaining unit shall accrue vacation leave credit on a proportionate basis.
4. Staff will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.
5. When a staff member is on vacation and requires sick leave for any portion of that vacation leave, he/she must immediately request the use of accumulated sick leave, in accordance with the University policies through the designated authority. Such requests may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.
6. Departmental policies shall not automatically restrict the amount of vacation time which staff can request to use at one time. The granting/denial of such a request shall be based on the operational needs of the department as determined by the Director of Public Safety or his/her designee.

D. Notice Approval

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his department head. Where a staff member has an earned vacation balance which has not been previously scheduled on or before July 1, the Supervisor will meet with the staff member to determine a schedule of such vacation time so that no accrued vacation time will be lost. It shall be the responsibility of a Department to provide any needed coverage for staff granted vacation leave.

E. Separation

A staff member who terminates by resignation will give the University twenty one (21) days written notice. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued, except that a staff member separated during his/her initial probationary period will not be entitled to such allowance.

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

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

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

F. Death

If a staff member dies having vacation credits accrued within the limits in (a) above, a sum of money equal to the compensation computed on said staff member's wage rate at the time of death shall be calculated and paid to the staff member's estate.

ARTICLE XI
SENIORITY AND TRANSFERS

A. Seniority

1. Job Promotion

Seniority will be one of the criteria for job promotions.

2. Seniority

Seniority will be credited from date of hire to all regular staff upon the completion of a one hundred eighty (180) days probationary period. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full and part-time staff.

3. Layoff

Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be only within a job title in a University Operating Unit or to the immediate prior title on the campus. (See Appendix B for listing of University Operating Units)

4. Changes In Status

A staff member hired, transferred, bumped, reclassified or promoted shall serve a one hundred eighty (180) days probationary period. If a newly hired staff member fails probation, he/she shall be terminated. If a staff member came from outside the bargaining unit he/she will return to his/her former position, if still available. If not available, he/she will be terminated. A staff member from within the bargaining unit who fail probation (other than a new hire) shall return to a Security Officer position.

A staff member hired, transferred, bumped, reclassified or promoted into the title of Public Safety Dispatcher shall not be eligible to bid on any position within the University for two (2) years from the date he/she entered the position.

5. Termination of Seniority

A staff member's seniority is broken, by resignation, discharges, other types of termination, lay-offs of more than one year, or refusal of a suitable position while on lay-off.

B. Transfers

1. Voluntary Transfers from One Work Unit to Another Work Unit

- a. The Human Resources Department shall prepare for posting on the University website all actual or anticipated regular vacancies within the University. Such positions shall be posted for at least five (5) business days.
- b. Non-probationary staff who wish to make application for any vacancy shall submit their applications on-line via the University's web-based tracking system.
- c. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the University.
- d. All accumulated leave benefits will be transferred with the staff member.
- e. When an eligible staff is not transferred for reasons other than lack of seniority, such staff member shall be notified of the reasons for denial or transfer in writing by the Human Resources Department.

2. Involuntary Transfer from One Unit to Another Unit

- a. No involuntary transfers shall be made except for just, fair and equitable cause.
- b. Where requested, the Human Resources Department shall furnish to the staff member who has been transferred, an explanation in writing for the transfer.
- c. All accumulated leave benefits will be transferred with the staff member.

C. Contracting Services

If the University contemplates contracting for work normally performed by staff covered by this Agreement, the University agrees to, prior to the execution of such contract, meet with the Union for discussion of the proposed contract. If such a contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

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

**ARTICLE XII
STAFF BENEFITS**

A. Health and Retirement Benefits

All members of the unit who are eligible for the State's health insurance pension/life insurance benefits shall be provided with these benefits on the same basis and to the extent provided to all State staff. Should negotiations or legislative action change these benefits for State staff during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover part-time (less than 35 hrs per week) staff members, the University will not continue such coverage.

B. Staff Protection

The University agrees to continue its policy of maintaining appropriate insurance to cover all damages, losses or expenses arising whenever any civil action has been or shall be brought against a staff member for any act or omission arising out of and in the course of the performance of the duties of such staff member.

C. Uniforms

1. Where the University requires a staff member to wear uniforms, the University will generally provide the uniforms. However, in those instances where the University chooses not to provide uniforms required to be worn by certain staff, the University will give the staff member an annual uniform allowance.
2. The annual Uniform Allowance shall be \$300 per year.
- 3a. Effective July 1, 2014 and every July 1st thereafter during the term of this agreement, the University shall provide uniform maintenance allowance of \$250.

D. Physical Examination

Upon employment the University will provide to each member of the bargaining unit a physical examination. Thereafter, an examination will be provided if required by the appropriate accrediting authority, by the University or by statute.

E. Tuition Refund Plan

The University shall provide tuition reimbursement up to a maximum of three thousand one hundred twenty dollars (\$3,120) per calendar year.

F. Dental Care Program

The State administered Dental Care Program shall be the provider of dental benefits during the period of this Agreement. Such benefits shall be provided to all eligible employees and their eligible dependents.

G. Temporary Disability Plan

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

H. Prescription Drug Program

The State-Administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.

I. Parking

The parking fee for all bargaining unit members will be equal to .5% of the base salary as of the last pay period of the previous fiscal year. All staff hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

J. Tuition Remission

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

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ARTICLE XIII
CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS

A. When a new position is created during the life of this agreement, the University shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to the Compensation Services Section of Human Resources. The decision by Compensation Services shall be final and binding.

B. The University shall upon written request provide the Union with a copy of any job description within the Unit. The University shall further provide copies of new job descriptions or those job descriptions which are changed.

ARTICLE XIV
STAFF PERFORMANCE EVALUATION

A. Staff performance shall be evaluated and reviewed with the staff annually by the staff's supervisor. Each overall evaluation shall fall into one of the following categories: "5", "4", "3", "2", "1".

B. Each staff shall be notified of the rating determined for him and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the Supervisor and the staff.

C. The staff shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the staff before being placed in the staff's personnel file. The staff's signature shall signify that the staff has seen and reviewed the evaluation, but not that he necessarily concurs with its contents.

D. The supervisor shall review the performance deficiencies with the staff member receiving a rating of "2", and shall counsel the staff as to appropriate steps which should be taken to improve performance, and shall review the staff any warnings or prior counseling received with respect to performance. The staff member's performance must be re-evaluated after another three month period (within 90 days). If upon re-evaluation the performance has not come up to a satisfactory/meets standard level ("3"), the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge.

E. A "1" performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff and shall counsel the staff as to appropriate steps which should be taken to improve performance and shall review with the staff any warnings or prior counseling received with respect to performance. The performance of staff evaluated as "1" shall be carefully monitored by the supervisor. If the staff's performance improves to the level of "3" then the staff shall be re-evaluated six months after the date of the "1" rating. If performance remains below the "3" satisfactory/meets standards level, such staff shall be discharged.

F. Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient. Such notification shall be made through a written memorandum, documented counseling, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided, the Campus Labor Relations Coordinator shall advise the issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-evaluation. Whether notification was provided shall be subject to the grievance procedure.

Upon the mutual consent of the staff member and his/her supervisor, the staff member, his/her supervisor, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the staff member is not subject to the grievance procedure.

**ARTICLE XV
LEAVES OF ABSENCE**

A. Sick Pay and Leaves of Absence

Sick pay and leave of absence shall be in accordance with University policies, FMLA, and State statutes.

B. Sick Pay

1. All staff will receive one sick day a month.
2. A staff member with five (5) or more years' service will be eligible for an emergency advance of up to one year's worth of sick leave under the following circumstances:
 - A. At least twenty (20) sick days have been or will have been used immediately before any of the advanced days. These days must have been used to cover absences for illness.
 - B. The staff member has not been the subject of a written warning, suspension or any other discipline within the previous two years for attendance. All evaluations over the last year must have been satisfactory.
 - C. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.
 - D. The application must also be approved by the Campus Human Resource Director or his/her designee.
 - E. The approval/disapproval of the application for emergency advance of sick leave is grievable, only to Step II of the grievance procedure. It is not subject to arbitration. The decision of the Step II hearing officer in all such grievances will be final.
3. Sick pay accruals are cumulative from one year to the next.
4. Staff are required to comply with the departmental call in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.
5. A staff member taken ill while on duty and who leave their work station with their supervisor's permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. A staff member may be excused by their supervisor.
6. Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows:

The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.

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

C. Death or Critical Illness in the Immediate Family:

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to staff members provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. Family **members** are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relatives or significant others living in the staff member household.

If the family member lives out of state or country, the staff member may request additional time and utilize their accrued time or be granted unpaid leave. The staff member shall be required to bring in documentation that he/she will be out of the country as a result of a death in the family.

In cases where the death of a brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. A short period of emergency attendance upon a member of the staff member's immediate family who is seriously ill and requiring the presence of such staff member may be granted in accordance with University Policy.

D. Medical Leave

1. A medical leave shall be granted upon presentation of a letter to the supervisor from the staff member's personal physician which must state: when the staff member's inability to work commenced, nature of the illness, and expected date the staff member will be able to return to work.
2. Paid and unpaid sick time will be provided to the staff member per University policy and in conformance with FMLA guidelines.
3. A letter from the staff member's personal physician indicating the staff member is able to return to work must be presented before or at the time of the staff member's return to work and clearance obtained through Student & Employee Health Services where applicable.

E. Military Leave

A staff member's request for military leave will be governed by applicable State and Federal Statute.

F. Jury Duty

1. A staff member covered by this Agreement shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law.
2. In no case will Jury Duty be granted or credited for more than the standard work day or work week for the staff member's position.

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

G. Leave of Absence Due to Job Related Injury

A Security Officer covered by this Agreement who is disabled because of a job-related injury or disease shall upon appropriate recommendation and approval by the University and the State be granted a leave of absence with full pay. Any amount of salary or wages paid or payable to a Security

Officer for disability leave shall be reduced by the amount of Worker's Compensation Award under the New Jersey Worker's Compensation Act for temporary disability.

Such leave may be granted for up to one (1) year from the date of injury or illness and shall be based on medical or other proof of the injury or illness and the continuing disability of the Security Officer. This program shall be administered without discrimination.

H. Personal Leave

In certain circumstances a staff member may be permitted to take unpaid leaves of absence from their positions with the University. Leaves of absence may be applied for and are available to regular full-time and part-time staff working more than twenty (20) hours per week provided they have completed six months of continuous service. Requests for leave of absence, the reasons for the leave and duration must be submitted in writing to the staff member's supervisor along with any supporting documentation at least two weeks prior to the requested starting date of the leave except in the case of a bonafide emergency. The maximum length of unpaid leaves are:

<u>TYPES OF LEAVE</u>	<u>MAXIMUM LENGTH</u>
Medical Leave including maternity	Per University policy and FMLA
Personal Leave	1 month
Education	6 months in any calendar year
Military	accordance with Federal Law

J. Return from Leaves

A staff member timely returning from a leave of absence without pay will be returned to work without diminution of salary or other tangible benefits, except as otherwise provided in this Agreement, and in the same or equivalent job classification.

ARTICLE XVI
POLICY AGREEMENTS

- A. Neither the Union nor any staff member represented by it will engage in or support any strike, work stoppage or other job action.
- B. No lockout of staff shall be instituted or supported by the University during the term of this Agreement.
- C. The Union recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all staff in the unit without discrimination.

ARTICLE XVII
UNIVERSITY- UNION BUSINESS

A. Union Activity

1. The University agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, Chief Stewards and Union Stewards previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent staff in the unit at grievance hearings.
- b) Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
- c) Submit Union notices for posting.
- d) Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University and its representatives concerning the application and administration of this Agreement.

The Union may designate and the University shall recognize up to six (6) stewards including the Chief Steward to represent its members at the University.

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

B. Union/University Representation

1. The Union shall furnish the Director of Labor Relations or other designee of the University a list of all official Union Representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.

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

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

4. Staff designated by the Union as stewards will be allowed to wear identification including Union insignia and their name, department and shift providing the identification does not become hazardous in the duties of said staff.

C. Union Privileges

The following privileges shall be made available to the Union, provided they are not abused and subject to all pertinent rules and regulations of the University:

1. Telephone calls from OPEIU Local 153 to Union Officers or Shop Stewards will be taken directly by the Officer unless he/she is not available in which case a message shall be transmitted to the Officer as soon as possible.
2. Where there are public address systems in the work areas, the Union may submit calls for Union representatives which will be announced.
3. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available, provided that priority is retained for the business of the University.
4. The Union shall be allowed to conduct normal business meetings on University properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendance thereto are borne by the Union. Staff may attend such meetings only during off duty hours.
5. Where the University has a newsletter or house organ which is published periodically for the information of staff, announcements of Union meetings or affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practice in effect.
6. The Local President may request use of available space for use as an office or for the storage of papers and files of the OPEIU Local. Provisions of such space shall not be unreasonably withheld when available; however, the University shall not incur any liability for loss or damage that may occur. Further, the Union may be permitted to furnish file cabinets or other equipment to the commitment above and under the same conditions. The permission to utilize facilities of the University may be withdrawn at any time.
7. The University shall not be responsible for phone bills for any phones or extensions utilized by Local 153 in any offices which may be provided for their use.

D. Reassignment (for Union Officers and Stewards)

1. The University and the Union recognize that Union Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which exceeds that of other fellow staff. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.
2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

E. Bulletin Boards

1. The University will provide space on centrally located bulletin boards which will be used exclusively for the posting of Union notices. The space provided at each bulletin board will be a minimum of 30" by 30".
2. The material to be posted on the bulletin boards will be brought to the Personnel Office by the Union for approval. The Union business agent shall make the postings.
3. The material to be placed on the Union bulletin boards will consist of the following:
 - a) Notices of union elections and the results of elections
 - b) Notices of Union appointments
 - c) Notices of Union meetings
 - d) Notices of Union social and recreational events
 - e) Notices concerning official Union business.

4. The designated Human Resources Officer will approve the posting except when such material is profane, obscene, defamatory of the State or University and its representatives or which constitutes election campaign propaganda.

F. Union Dues Deductions

1. The University agrees to deduct from the regular paycheck of a staff member included in this bargaining unit, dues for the **OPEIU** Local 153, provided the staff member authorizes such deduction in writing in proper form to the local campus Human Resources Office.

2. Union dues deductions from any staff member in this negotiating unit shall be limited to the **OPEIU** Local 153, the duly certified majority representative.

3. Dues or fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the staff included.

4. The Secretary-Treasurer of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change.

G. Leave for Union Activity

The University agrees to provide leave of absence with pay for delegates of the Union to attend Union activities. A total of eighteen (18) days of such leave may be used each year of this Agreement. This total is an aggregate total for the entire bargaining unit.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union Officers and for which appropriate approval by the University is required. Written notice, from the Union of the authorization of an individual to utilize such leave time shall be given to the University Personnel Office where the individual is employed at least twenty-one (21) days in advance of the date or dates of such meeting except in an emergency, less notice may be given. It is intended to be fairly distributed among Institutions of the University. Granting of such leave to a staff member shall not be unreasonably withheld by the University.

Leave will be granted to individuals authorized by the President or the Business Manager of the Union, but shall be limited to a maximum of fifteen (15) days of paid leave in a year period and five (5) days of paid leave for any single conference or convention for any individual staff member except in the case where special approval or an exception may be granted by the University.

In addition, the University agrees to provide leave of absence without pay for delegates of the Union to attend Union activities approved by the University. A total of fifteen (15) days of such leave of absence without pay is to be used under the same conditions and restrictions expressed in connection with the leave of absence with pay. This time limitation may be extended by written mutual agreement between the Union and University.

H. Grievance Investigation - Time Off

When a grievance has been formally submitted in writing and the Union represents the grievant, and where the Union Chief Steward, Steward, or other Representative Officer requires time to investigate such grievance to achieve an understanding of the specific work problem during work hours, the Chief Steward, Steward or Officer will be granted permission and reasonable time, to a limit of one (1) hour, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release providing the work responsibilities of the Chief Steward, Steward or Officer and of any

involved staff are adequately covered and providing further there is no disruption of work. Such time release shall not be unreasonably withheld and upon request could be extended beyond the one (1) hour limit for specified reasons, if the circumstances warrant an exception to this limit. Where a Union Steward serves a mutually agreed upon grievance district encompassing two (2) or more geographically separated work locations and where the circumstances require it, a maximum of two (2) hours may be authorized for any appropriate investigation of grievances. In certain limited situations, when specifically requested by the Local Union President, or in his absence his designee, and authorized by the appropriate University official or his designee, it may be advantageous to investigate an alleged contractual grievance prior to the formal submission of the grievance, and permission for such investigation, within the time constraints provided above, shall not be reasonably withheld.

Such time release shall not be construed to include preparation of paperwork, record keeping, conference among Union Officials not preparation for presentation at a grievance hearing.

I. Membership Packets

The Union may supply membership packets which contain information for distribution to new staff, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. The University agrees to distribute such membership packets to new staff during the initial phase of employment. The University will provide a fifteen (15) minute period during the new staff member's training period to allow an OPEIU Local 153 representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during such training period, the Local Union President will be allowed to make such a presentation to a maximum of twelve (12) times per year.

J. Representation Fee (Agency Shop)

1. Purpose of Fee

Beginning thirty (30) days after agreement on this contract, all eligible nonmember staff in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any staff member to become a member of the majority representative.

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the University in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with F.4 above.

3. Deduction and Transmission of Fee

After verification by the University that a staff member must pay the representation fee, the University will deduct the fee for all eligible staff in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

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

The University shall deduct the representation fee from a new staff member as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

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

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

The Union shall submit a copy of the Union review system to the University's Office of Labor Relations. The deduction of the representation fee shall be available only if the Union established and maintains this review system.

If the staff member is dissatisfied with the Union's decision, he may appeal to the three-member board established by the Governor.

5. University Held Harmless

The Union hereby agrees that it will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The University shall not be liable to the Union for any retroactive or past due representation fee for a staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

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

ARTICLE XVIII
ACCESS TO PERSONNEL FOLDERS AND EVALUATIONS

A. A staff member shall, within five (5) working days of a written request to his department, have an opportunity to review his central personnel history folder in the presence of an appropriate official of the department to examine any criticism, commendation or any evaluation of his work performance or conduct prepared by the University during the term of this Agreement. Such examination shall not require a loss of paid time. If requested by the staff member, a non-staff union representative may accompany the staff member.

He/she shall be allowed to place in such file a response of reasonable length to anything contained therein. The University will honor a request made by a staff member for a copy of any derogatory item included in that staff member's folder.

B. Each regular written evaluation of work performance shall be reviewed with the staff member and evidence of this review shall be the required signature of the staff member on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.

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

D. No document of anonymous origin shall be maintained in the personnel folder.

**ARTICLE XIX
PRESERVATION OF RIGHTS**

Notwithstanding any other provision of this Agreement, the parties hereto recognize and agree that they separately maintain and reserve all rights to utilize the processes of the Public Employment Relations Commission and to seek judicial review of/or interpose any and all claims or defenses in legal actions surrounding such proceedings as unfair practices, scope of negotiations, enforcement or modification of arbitration awards, issue of arbitrability and specific performance of the Agreement.

ARTICLE XX

A. Legislative Action

1. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood and agreed that such provision shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties may jointly seek the enactment of such legislative action or rule modification.

2. In the event that legislation become effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible staff member in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

B. Savings Clause

If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the University and the Union, agree to meet and renegotiate any provision so affected.

**ARTICLE XXI
COMPLETE AGREEMENT**

The University and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

**ARTICLE XXII
AVAILABILITY OF CONTRACTS**

The parties will make their best effort to prepare the final version of this Agreement within 90 days of ratification. The University will post the contract on its website.

**ARTICLE XXIII
TERM OF AGREEMENT, SUCCESSOR AGREEMENT AND NEGOTIATION PROCEDURES**

A. Term of Agreement

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect from July 1, 2014 to June 30, 2018. The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

B. Successor Agreement

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to October 1, 2017 or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2018, subject to the provisions above.

C. Negotiations Procedures

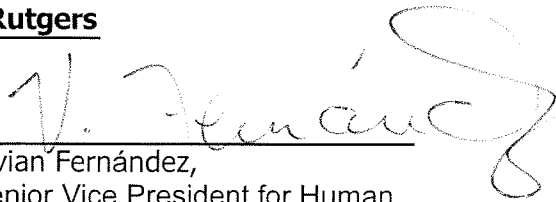
The parties also agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

D. Notification

For the purpose of giving notice as provided in Article XXIII, the University may be notified through the Vice President for Faculty and Staff Resources or his/her designee, 57 U.S. Highway 1 South, New Brunswick, NJ 08901; and the Union through OPEIU, Local 153 AFL-CIO, 265 West 14th Street, New York, New York, 10011.

IN WITNESS WHEREOF, Rutgers, the State University of New Jersey and the Office & Professional Employees International Union, have caused this agreement to be signed by their duly authorized representatives.

Rutgers



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



Harry M. Agnostak, J.D.



Abdel Kanan, Esq.
Director of Labor Relations

LOCAL 153

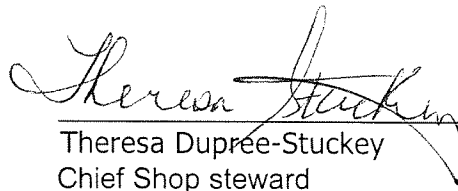


John Edmonds
Assistant Business Manager



Michael Goodwin
Business Manager

12/13/16



Theresa Dupree-Stuckey
Chief Shop steward

APPENDIX B - Layoffs

1. Newark Campus

- a. N.J. Medical School (including Graduate School of Biomedical Sciences)
- b. N.J. Dental School
- c. School of Nursing and SHRP
- d. UBHC
- e. Central Administration
- f. University Hospital

2. New Brunswick/Piscataway Campus

- a. Robert Wood Johnson Medical School (including School of Nursing , Public Health and SHRP staff)
- b. UBHC
- c. Central Administration

3. Stratford/Camden Campus

- a. UBHC
- b. Central Administration

All accumulated benefits shall be retained by staff members who bump and are bumped. Seniority will prevail on recalls made within one (1) year from layoff. Layoff notice will be increased from two (2) weeks to three (3) weeks in the University's layoff policy for this bargaining unit.

Side Letter # 1

December 5, 2002

Patricia Hoffman, Senior Organizer
Office & Professional Employees
International Union - Local 153 265
West 14th Street
New York, New York 10011

RE: Dispatch/Department of Public Safety

Dear Ms. Hoffman:

As agreed, one year after the Dispatch system in the Department of Public Safety is set up, University is willing to have a desk audit performed by the Compensation Department. The University agrees to meet with the union regarding the findings.

Please indicate your agreement by signature

below. Very truly yours,

Abdel Kanan, Esq.
Manager of Labor Relations

AK/mp

Patricia Hoffman, Senior Organizer
O.P.E.I.U. - Local 153

Side Letter # 2

December 5, 2002

Patricia Hoffman, Senior Organizer
Office & Professional Employees
International Union - Local 153 265
West 14th Street
New York, New York 10011

RE: Certification for Dispatchers

Dear Ms. Hoffman:

As agreed, should the State of New Jersey mandate Certifications for Dispatch Officers, the University agrees to meet with the Union to discuss the training for the Certification.

Please indicate your agreement by signature

below. Very truly yours,

Abdel Kanan, Esq.
Manager of Labor Relations

AK/mp

Patricia Hoffman, Senior Organizer
O.P.E.I.U. - Local 153

Side Letter # 3

Patricia Hoffman, Senior Organizer
Office & Professional Employees
International Union - Local 153 265
West 14th Street
New York, New York 10011

RE: Dispatch/Department of Public

Safety Dear Ms. Hoffman:

WITHIN 150 days of contract ratification, the Union, Management and Office of Labor Relations will discuss and craft a fair and equitable policy for overtime.

Please indicate your agreement by signature

below. Very truly yours,

Abdel Kanan, Esq.
Manager of Labor Relations

AK/mp

Patricia Hoffman, Senior Organizer
O.P.E.I.U. - Local 153

Side Letter # 4

October 2006

Patricia Hoffman, Senior Organizer
Office & Professional Employees
International Union - Local 153 265
West 14th Street
New York, New York 10011

RE: Dispatch/Department of Public

Safety Dear Ms. Hoffman:

In accordance with FMLA, it is agreed that the maximum leave allowed for Intermittent Leave is 12 weeks. In addition, Local 153 employees taking medical/FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time will be a maximum of ten (10) days of accrued sick days first, then vacation and float holidays.

Please indicate your agreement by signature

below. Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

AK/mp

Patricia Hoffman, Senior Organizer
O.P.E.I.U. - Local 153