

## MEMORANDUM OF AGREEMENT

Agreement made this 29<sup>th</sup> day of May 2019 by and between the URA-AFT Local 1766 ("URA-AFT") and Rutgers, The State University of New Jersey ("Rutgers"):

WHEREAS, URA-AFT and Rutgers are parties to a collective negotiation agreement covering the period September 1, 2014 to June 30, 2018 ("CNA"); and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract for the period of July 1, 2018 to June 30, 2022; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract for the period of July 1, 2018 to June 30, 2022, subject to ratification by the URA-AFT membership and approval by Rutgers; and

WHEREAS, the negotiating committees for the URA-AFT and Rutgers unanimously agree to recommend this agreement for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree to the attached provisions.

This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon.

This Agreement is subject to ratification by the members of the URA-AFT negotiations unit employed by Rutgers.

FOR URA-AFT LOCAL 1766:

  
\_\_\_\_\_  
CHRISTINE O'CONNELL  
URA-AFT, PRESIDENT

FOR RUTGERS UNIVERSITY:

  
\_\_\_\_\_  
HARRY M. AGNOSTAK, JD  
A.V.P, HUMAN RESOURCES



GREG RUSCIANO  
URA-AFT, DIRECTOR



JEFF MASCHI  
DIRECTOR  
OFFICE OF LABOR RELATIONS

## Rutgers Package

May 29, 2019; 6:30 PM

(Changes to Rutgers Package dated May 29, 2019; 4:20 PM are shown below in bold)

1. Rutgers agrees to the Union's proposal on Article 1 – Recognition dated May 8, 2019, 4PM.
2. The Union agrees to withdraw its proposal regarding Article 2 – Acting Appointments dated May 7, 2018.
3. Rutgers agrees to the Union's proposal regarding Article 4 – Alternate Work Schedule dated May 30, 2018.
4. The Union agrees to Rutgers' counter proposal regarding Article 5 – Auto Liability and Indemnification dated May 14, 2019.
5. The parties agree to the mutual withdrawal of all versions of their proposals regarding Article 11 – Conversions of Existing Positions from Twelve Months to Ten Months and Ten Months to Twelve Months.
6. Rutgers agrees to the Union's proposal regarding Article 15 – Health Benefits dated April 24, 2019, 9AM.
7. Article 21 – Layoff Notice - See #13 below
8. The parties agree to the mutual withdrawal of all versions of their proposals regarding Article 25 – NE/NL Designation.
9. Rutgers agrees to the Union's counter proposal regarding Article 27 – Non-Hostile Work Environment dated April 3, 2019.
10. The Union agrees to withdraw its proposal regarding Article 29 – Parking dated July 9, 2018.
11. The Union agrees to Rutgers' counter proposal regarding Article 39 – Salary Adjustments dated December 10, 2018 and Rutgers agrees to update the "Salary In-Range/Grade Adjustment Request" form to reflect the changes agreed to in this proposal.
12. Rutgers' agrees to the Union's counter proposal on Article 41 – Salary Improvements dated May 22, 2019, 4PM.

## Rutgers Package

May 29, 2019; 6:30 PM

(Changes to Rutgers Package dated May 29, 2019; 4:20 PM are shown below in bold)

13. Rutgers agrees to the Union's counter proposal regarding Article 42 Seniority and Layoff dated May 29, 2019; 1:30 PM.
14. Rutgers agrees to the Union's proposal regarding Article 50 – Union Security dated May 22, 2019.
15. The parties agree to withdraw their proposals regarding Article 51 – University Closings.
16. Rutgers agrees to the Union's proposal regarding Article 52 – University Polices and Procedures dated May 22, 2019.
17. The Union agrees to withdraw all versions of its proposals regarding Article 55 – Vision Care Program.
18. The Union agrees to Rutgers' proposal regarding Direct Deposit dated April 18, 2019.
19. The Union agrees to Rutgers' proposal regarding FMLA, NJ FLA and NJ SAFE dated May 29, 2019; 2:30 PM.
20. The Union agrees to Rutgers' counter proposal regarding Telecommuting dated May 14, 2019.
21. The Union agrees to withdraw its proposal regarding Employees Who Live On Campus dated July 9, 2018.
22. The Union agrees to withdraw all versions of its proposals regarding Residency Requirement.
23. Rutgers agrees to the Union's revised proposal regarding Handicap Parking dated May 29, 2019; 1:30 PM
24. Rutgers proposal regarding the Workplace Democracy Enhancement Act dated December 5, 2018 is considered withdrawn via the Tentative Agreement regarding Article 53 – Use of University Facilities, Campus Mail & Equipment agreed to by the parties on February 13, 2019.
25. Rutgers agrees to the Union's proposal regarding Temporary and Casual Employees dated May 8, 2019, 4PM.

**Rutgers Package**

**May 29, 2019; 6:30 PM**

**(Changes to Rutgers Package dated May 29, 2019; 4:20 PM are shown below in bold)**

26. The Union agrees to withdraw with prejudice the following allegations in the unfair practice charges with docket numbers CO-2019-131 and CO-2019-193:
- a. CO-2019-131 – Paragraph 1 and all allegations relating to direct dealing and a captive audience meeting; Paragraph 2 and all allegations relating to the University's responses to the Union's information requests;
  - b. CO-2019-193 – Paragraph 2 and all allegations regarding family and medical leave (including those in the unnumbered paragraph set forth in the Charge); and
  - c. Rutgers agrees that the Union's withdrawal of the claims outlined in Numbers 26(a) through 26(b) is contingent upon agreement by the parties over a full and final tentative agreement and ratification of the agreement by the Union membership.
27. The parties agree to each assign two representatives to review the entire tentative agreement before final execution of the agreement.
28. The parties agree that the term of the Agreement is July 1, 2018 – June 30, 2022.
29. **The University takes the position that the Union's "extra pay" proposal is non-negotiable. The Union withdraws that proposal without conceding that the proposal is non-negotiable.**
30. Rutgers, including any level of management, agrees that it will not announce by any means of correspondence, the existence or contents of any tentative agreement reached between the parties if/until the union provides the date of the ratification vote in writing.

Any and all proposals and counter proposals not contained in this package are deemed withdrawn, void, and without further effect.

FOR RUTGERS UNIVERSITY:

  
\_\_\_\_\_

FOR URA-AFT LOCAL #1766:

  
\_\_\_\_\_

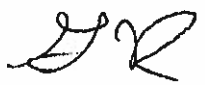
ARTICLE 1 – RECOGNITION

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

1. Included: All regularly employed administrative employees employed by Rutgers, The State University of New Jersey at its New Brunswick, Piscataway, Newark and Camden campuses and all off-campus and other locations, all term contract employees who perform the unit work of URA-AFT Local #1766, all temporary employees who perform the unit work of URA-AFT Local #1766, and all casual employees who work an average of at least four hours per week over a period of 90 calendar days (the 90 calendar day period defined by the Workplace Democracy Enhancement Act) who perform the unit work of URA-AFT Local #1766.
2. Excluded: All managerial executive employees, supervisory employees (as to administrative unit employees), professional employees, confidential employees, casual employees who work an average of fewer than four hours per week over a period of 90 calendar days (the 90 calendar day period defined by the Workplace Democracy Enhancement Act) or who do not perform the unit work of URA-AFT Local #1766, temporary employees who do not perform the unit work of URA-AFT Local #1766, T-coded employees, term contract employees who do not perform the unit work of URA-AFT Local #1766, police employees, faculty, employees whose inclusion presents a conflict of interest (e.g. Internal Auditors and Claims Managers), and employees currently represented in other collective negotiations units and all other non-administrative employees.

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

  
5/29/19

  
5/29/19.

Rutgers Counter Proposal – December 20, 2018

ARTICLE 3 - ADMINISTRATIVE LEAVE


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


Employees appointed on a ten-month basis shall be granted administrative leave on the same basis except the maximum will be two and one-half days (2 ½) per year. Administrative leave for part time employees shall be prorated in accordance with the length of their work week.

Administrative leave shall be granted by Rutgers University upon request of the employee and shall be scheduled in advance provided the request can be granted without interference with the proper discharge of the work in the work unit involved. Requests for such leave shall not be unreasonably denied.

Administrative leave may be used for personal business, including emergencies and religious observances. Administrative leave may be taken in conjunction with other types of paid leave. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; ~~(2)~~ and (2) religious holidays or ~~and (3)~~ other personal matters. If there is still a conflict, the matter will be resolved on the basis of seniority within the work unit. In the case of an emergency, where advance notice and approval are not possible, requests for administrative leave for emergencies shall not be unreasonably denied.

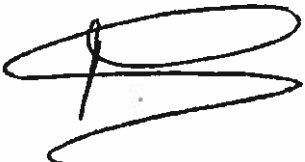
Administrative leave must be scheduled in minimum units of one (1) hour. Such leave shall not be cumulative. Unused balances in any year shall be cancelled. An employee who leaves employment shall not be required to reimburse Rutgers for earned days already used.


  
1/23/19

  
1-23-19

ARTICLE 4 - ALTERNATE WORK SCHEDULE TO TAKE  
EDUCATIONAL COURSES

1  
2  
3  
4 | An employee may request an alternate work schedule in order to take ~~a one three, or four, for-credit~~  
5 | course at an accredited institution of higher education, or another professional course carrying continuing  
6 | education units per semester (Fall, Spring and Summer/Winter Session) during the work day. For the  
7 | purposes of this Article, ~~an alternate flexible work schedule day arrangement~~ may include: a variable  
8 | daily schedule that revolves around a fixed set of core hours, which may vary by employee; a pre-defined  
9 | start time during which the employee will commence his or her work day; and for non-exempt staff, a  
10 | work day that remains for a specific number of hours, not including a meal break, during which the  
11 | employee must be at work, and a meal break of at least thirty (30) consecutive minutes. Any such request  
12 | and agreement shall be in writing, and shall not be denied arbitrarily.  
13

  
5/29/18

  
5/29/18



## Rutgers Counter Proposal

May 14, 2019

1                                   **ARTICLE 5 - AUTO LIABILITY AND INDEMNIFICATION**

2           An employee may use his or her personal vehicle on Rutgers business only where advance approval is  
3 given by the employee's supervisor.

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

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


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

16          A supervisor may request that an employee use their personal vehicle for University business. All  
17 requests will be made in writing. The employee may decline such a request.

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

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

  
5/25/19

  
5/29/19

Rutgers Counter-Proposal – October 30, 2018


ARTICLE 6 - BEREAVEMENT LEAVE

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. ~~Such time must be initiated within seven (7) calendar days from notice of the date of death. If such notification exceeds the date of death by more than seven (7) days, a department may require verification of notification.~~ However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave. All bereavement leave must be utilized within 90 calendar days of the date of death. A department may require verification.

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

TA.  
JK  
10/30/18  
For union.

  
10-30-18

Packaged with Article 23 with dollar amount of \$9.00 effective July 1, 2018:

ARTICLE 12 - DIVISION OF DINING SERVICES EMPLOYEES

In order to compensate the Division of Dining Services for meals provided to employees covered under this Agreement, Dining Services employees shall have deduction made from their wages as follows: For employees working in positions not at Dining Halls [one (1) meal per day]<sup>1</sup>:

\$5.25 per day effective July 1, 2020

For employees working in positions at Dining Halls (including but not limited to Chef Manager I, Chef Manager II, Food Production Manager, Dining Hall Supervisor, Asst. Manager Catering, Concessions Supervisor) [two (2) meals per day]<sup>2</sup>:

\$7.00 per day effective July 1, 2020


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

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

<sup>1</sup> Dining Services Employees who are assigned to one of the following locations: Knight Wagon, Starbucks Truck, Dunkin' Donuts (Livingston), Rock Café, Sbarro, Starbucks (Livingston), Henry's Diner, Kilmer's Market, Douglass Café, Dunkin' Donuts (Douglass), Red Pine Pizza, UBHC, Cook Café, Woody's Café, Rutgers Club, Accounting, Ethel Road Warehouse Facilities (Bake Shop, Laundry, and Facilities), Executive Director's Office, RU-Express, Computer Services, Marketing, Harvest at IFNH, Gateway Café, Bridge Café, Starbucks (Camden), and Food Buyer's Office and other cash operations to be opened

<sup>2</sup> Dining Services employees who are assigned to one of the following locations: Brower Commons, Busch Dining Hall, Livingston Dining Commons, Nelson Dining Hall, and Catering.

  
11/14/18

  
11/14/18

## SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Agreement is entered into by and between Rutgers, the State University of New Jersey (hereinafter "Rutgers") and the Union of Rutgers Administrators, Local 1766, AFL-CIO, American Federation of Teachers, (hereinafter the "Union") in full and final settlement of the grievance and request for arbitration bearing PERC Docket No. AR-2018-338 (hereinafter the "Action").

1. The Union hereby agrees to withdraw its grievance and request for arbitration pertaining to PERC Docket No. AR-2018-338 with prejudice upon execution of this Agreement by all parties.
2. The Union agrees to withdraw its information request dated June 21, 2018 pertaining to the Action.
3. This Settlement Agreement represents the final binding settlement of the Action.
4. The settlement of the Action pursuant to this Settlement Agreement shall not be deemed an admission by any party of the truth or validity of any claims, allegations, defenses, or positions asserted by either party, nor shall it be deemed an admission by Rutgers of any liability or act of wrongdoing, or of a violation of any provisions of the collectively negotiated agreement between Rutgers and the Union.
5. This Settlement Agreement shall be non-precedential. It shall not be offered, used, or considered as evidence in any proceeding of any type, except to the extent necessary to enforce the terms of this Agreement, or as required by law. This Settlement Agreement shall not have any retroactive effect.
6. In consideration for the Union's execution of this Agreement and withdrawal of its grievance and request for information with prejudice, for purposes of meal deductions made pursuant to Article 12 of the Parties' Collective Negotiations Agreement covering the time period of September 1, 2014 – June 30, 2018 and any successor agreement, the one meal deduction set forth in the first paragraph shall apply to Dining Services Employees who are assigned to one of the following locations: Knight Wagon, Starbucks Truck, Dunkin' Donuts (Livingston), Rock Café, Sbarro, Starbucks (Livingston), Henry's Diner, Kilmer's Market, Douglass Café, Dunkin' Donuts (Douglass), Red Pine Pizza, UBHC, Cook Café, Woody's Café, Rutgers Club, Accounting, Ethel Road Warehouse Facilities (Bake Shop, Laundry, and Facilities), Executive Director's Office, RU-Express, Computer Services, Marketing, Harvest at IFNH, Gateway Café, Bridge Café, Starbucks (Camden), and Food Buyer's Office. The two meals deduction set forth in the second paragraph of Article 12 shall apply to Dining Services employees who are assigned to one of the following locations: Brower Commons, Busch Dining Hall, Livingston Dining Commons, Neilson Dining Hall, and Catering. This change will be effective November 30, 2018.

7. Effective November 30, 2018, Dining Services Employees who are assigned to the Knight Wagon, Starbucks Truck, Dunkin' Donuts (Livingston), Rock Café, Sbarro, Starbucks (Livingston), Henry's Diner, Kilmer's Market, Douglass Café, Dunkin' Donuts (Douglass), Red Pine Pizza, UBHC, Cook Café, Woody's Café, Rutgers Club, Accounting, Ethel Road Warehouse Facilities (Bake Shop, Laundry, and Facilities), Executive Director's Office, RU-Express, Computer Services, Marketing, Harvest at IFNH, Gateway Café, Bridge Café, Starbucks (Camden), and Food Buyer's Office shall only be entitled to one meal. At the close of this fiscal year, any overpayment for meal deductions by these Dining Services Employees shall be refunded in accordance with Article 12 of the Parties' Collective Negotiations Agreement covering the time period of September 1, 2014 – June 30, 2018.

8. The Parties agree that the Dining Services locations are subject to change as facilities are opened and closed or when Union members are assigned to additional locations.


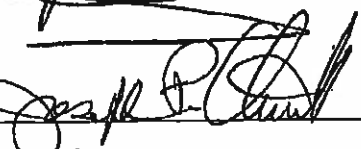
9. This Settlement Agreement shall be interpreted, construed, and governed by the laws of the State of New Jersey.

10. The Parties represent and declare that this Settlement Agreement constitutes the sole, exclusive and entire agreement among and between themselves for full and complete settlement of the Grievance. There are no other agreements, promises, understandings, obligations, covenants, or representations between them with respect to such matters.

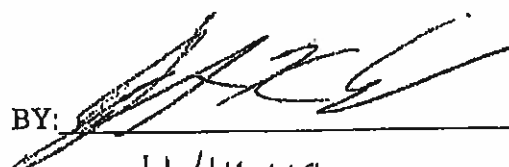
11. Nothing in this Agreement is intended to modify the terms and conditions of the Collective Negotiations Agreement between Rutgers and the Union.

12. The individuals below represent that they have the authority to enter this Agreement on behalf of their principals.

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

  
BY:   
Date: 1/14/18

**FOR UNION OF RUTGERS  
ADMINISTRATORS-AMERICAN  
FEDERATION OF TEACHERS,  
LOCAL 1766**

BY:   
Date: 11/14/18

ARTICLE 14 - GRIEVANCE PROCEDURE

1  
2  
3 1. A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers  
4 policy relating to mandatorily negotiable wages, hours or terms and conditions of employment which has  
5 been filed pursuant to this Article. The procedure set forth herein is the sole and exclusive right and  
6 remedy for any and all claims that could be brought under this grievance procedure.

7  
8 All grievances must specifically cite which provision of this Agreement and/or Rutgers policy is alleged  
9 to have been violated; must set forth who is alleged to have committed the violation; and must set forth  
10 when and where the alleged violation occurred.

11  
12 2. A grievance shall be handled in the following manner:

13  
14 Step 1

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

20  
21 Step 2

22 If the grievance is not resolved at Step 1, the grievance will be presented in writing to the  
23 level of supervision above the one that took the action which gave rise to the grievance  
24 within twenty-one (21) calendar days after the action occurred or from the date the  
25 employee or the URA-AFT knew of or should have known of the action. Within twenty-  
26 one (21) calendar days of receipt of the written grievance, this next level of supervision,  
27 or his/her designee, will arrange for and hold a meeting with the grievant. The grievant  
28 may have URA-AFT representation at the meeting if he/she desires. This next level of  
29 supervision, or his/her designee, will send his/her written answer within fourteen (14)  
30 calendar days after the meeting to the employee, to the URA-AFT representative present,  
31 if any, to the Office of Labor Relations, and to the URA-AFT.

32  
33 Step 3

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

42  
43 Step 4

44 If the URA-AFT is not satisfied with the Step 3 answer, the URA-AFT, within twenty-  
45 one (21) calendar days of receipt of that answer, may submit the grievance to arbitration  
46 in accordance with paragraph three (3) below.

47  
48 3. If the URA-AFT submits a grievance to arbitration, the URA-AFT will submit to the Office of Labor

Rutgers Proposal – October 8, 2018 – 2:15PM

49 Relations a copy of its submission. The arbitrator will be chosen jointly from a panel to be provided by  
50 the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of  
51 PERC.

52  
53 The appointed arbitrator will submit, within thirty (30) calendar days of the close of the hearing, a  
54 written decision.

55  
56 No arbitrator functioning under the provisions of this grievance procedure shall have the authority to  
57 amend, modify, or delete any provision of this Agreement. The award of the arbitrator shall be binding  
58 upon the University and the URA-AFT, and the grievant, to the extent permitted by and in accordance  
59 with applicable law and this Agreement.

60  
61 Costs and expenses incurred by each party will be paid by the party incurring such costs except that  
62 the fees of the arbitrator and PERC will be divided equally between the parties.

63  
64 4. When an employee chooses to have a representative present at any of the above Grievance Steps prior  
65 to arbitration, that representative must be ~~a bargaining unit member who has been identified as a URA-~~  
66 AFT representative under Article 49.

67  
68 5. The time limits above may be extended by mutual agreement of the parties to the grievance in writing.

69  
70 6. Any written decision or written answer to a grievance made at any step which is not appealed to the  
71 succeeding step within the time limits provided, or such additional period of time as may be mutually  
72 agreed upon in writing, shall be considered final. If Rutgers should exceed the time limits in replying to  
73 any grievance at any step in the grievance procedure, the grievance may be advanced to the next step  
74 within the time limitations for advancing a grievance as set forth above.

75  
76 7. An employee will not lose pay for the time spent during his/her regular working hours at the foregoing  
77 steps of the grievance procedure. In the event that it is necessary to require the attendance of another  
78 employee as a witness during regular working hours, such employee shall not lose pay for such time.  
79 However, this allowance of time off without loss of pay does not apply to preparation of the grievance,  
80 the grievant, or any witnesses.

81  
82 8. Unless mutually agreed upon, no more than four (4) URA-AFT representatives may attend any  
83 grievance hearing.

84  
85 9. Grievances alleging a violation of Article 26 (Non Discrimination) shall be concluded at step 3 as set  
86 forth above in Section two (2); which will be the final and binding decision for the grievance.

87  
88 10. The filing of a grievance under the provisions of this Article shall not prevent the University from  
89 taking the action complained of, subject however to the final decision on the grievance. Pending final  
90 disposition of the grievance, the grievant shall fulfill his/her professional responsibilities as assigned.

91  
92 11. Disciplinary actions that do not result in suspension without pay, demotion or discharge shall not be  
93 advanced beyond step 3.

94  
95 12. Rutgers and the URA-AFT agree to process a grievance over a discharge in an expeditious manner.  
96

Rutgers Proposal – October 8, 2018 – 2:15PM

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



10-8-18

BR  
10/8/18

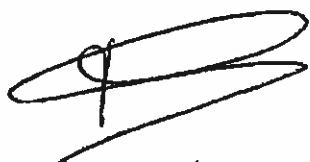



ARTICLE 15 -- HEALTH BENEFITS

1  
2  
3  
4 ~~The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the~~  
5 ~~University represented by the URA-AFT are deemed to be employees of the State for purposes~~  
6 ~~of health benefits and that such health benefits are provided to eligible employees as set forth in~~  
7 ~~applicable statutes and regulations. During the term of this agreement, employee contributions to~~  
8 ~~the cost of health care shall be based on the health care contribution rates set forth in PL 2011,~~  
9 ~~chapter 78 and in effect on September 1, 2014. During the term of this agreement, the University~~  
10 ~~will continue the Rutgers Vision Care Program for employees of the University represented by~~  
11 ~~the URA-AFT.~~

12  
13 The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the  
14 University are deemed to be employees of the State for purposes of health benefits and that  
15 health benefits are provided to eligible employees as set forth in applicable statutes and  
16 regulations. During the term of this Agreement, unless modified subsequently by Agreement of  
17 the URA-AFT and the University, employee contributions to the cost of health and prescription  
18 benefits shall continue to be in accordance with the full implementation schedule set forth in P.L.  
19 2011, c.78 and which percentages were in effect on June 30, 2018. During the term of this  
20 Agreement, the University will continue the Vision Care Program pursuant to Article 55.

21  
22 The parties agree that immediately following the ratification of this Agreement by the  
23 membership of the URA-AFT, the parties will reopen negotiations over health insurance  
24 benefits. It is understood by the parties that any modifications, proposed by the parties, to the  
25 design of health plans available to URA-AFT unit members must be approved and adopted by  
26 the State Health Benefits Program Plan Design Committee before they can become effective.  
27

  
5/25/19

  
5/24/19

ARTICLE 17 - JOB OPENINGS

All vacancies for positions within the URA-AFT, including newly created positions within the URA-AFT, will be posted through the University's applicant tracking system and displayed on the University Human Resources website except in cases of a reclassification of a current URA-AFT employee.

For the first ~~seven (7)~~ five (5) business days from the date of posting, hiring departments will only be able to review URA-AFT internal candidates for vacant and newly created positions which are included in this collective negotiations unit. No external candidates will be considered for said vacancies or newly created positions until the resumes of URA-AFT internal candidates, who have applied during the ~~seven (7)~~ business five (5) business day period, have been reviewed by the hiring department.

Candidate selection for all positions will be at the sole and exclusive discretion of the hiring department and shall be based upon the specified criteria for the position. When multiple URA-AFT internal finalist applicants are equally qualified, and the hiring department is selecting one of said internal finalist applicants for the vacant or newly created position referenced above, the most senior URA-AFT internal finalist applicant shall be awarded the position.

When a URA-AFT applicant is not the successful candidate for a position, the applicant shall receive timely notice of same through the applicant tracking system.

TA  
JR  
2/6/19

(JVA)  
2-6-19

**ARTICLE 19 - JUST CAUSE/DISCIPLINE**

1  
2  
3 No employee shall be discharged, suspended, disciplined or receive a deficiency downgrade except for  
4 just cause.

5  
6 The parties to this Agreement affirm the concept of progressive discipline. If prior discipline is  
7 considered in subsequent disciplinary actions, such prior discipline must be referenced in the new notice  
8 of discipline. Prior discipline that has been deemed to be removed from an employee's record may not be  
9 used in determining the level of discipline issued in subsequent disciplinary actions.

10  
11 The sole and exclusive remedy for employees receiving written disciplinary action shall be to file a  
12 grievance in accordance with the Grievance Procedure set forth in this Agreement.

13  
14 Written reprimands, letters of suspension, letters of demotion, letters of termination and letters of  
15 deficiency downgrade given to an employee will contain the reasons for such action. All such notices  
16 shall be sent registered mail or delivered in person to the employee with a copy sent to the URA-AFT  
17 email address provided by the URA-AFT.

18  
19 An employee shall, upon request, be entitled to have a union representative present at any  
20 investigatory meeting or questioning which the employee reasonably believes could result in disciplinary  
21 action.  
22



6-14-18



6/14/18

ARTICLE 22 - LEAVE OF ABSENCE FOR PERSONAL REASONS

1  
2  
3  
4  
5  
6  
7  
8

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

withdrawn  
JAR  
12/5/18.

  
12-5-18

ARTICLE 24- MILITARY LEAVE

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

A. Training

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


B. Military Leave for Active Duty

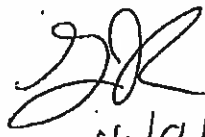
1. Any full time employee, employed by Rutgers for one year or more, who is a member of the military (including the National Guard) shall be entitled to leave of absence with pay on all days during which he or she shall be engaged in any period of State or Federal active duty, not exceeding ninety (90) work days in the aggregate in any calendar year. Any leave of absence for such duty in excess of ninety (90) work days shall be without pay but without loss of time as set forth in paragraph B42d below. Any leave of absence for such duty for a full time employee of Rutgers of less than one year shall be without pay but without loss of time as set forth in paragraph B42d below.

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

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

4. Sick and vacation leave days will not accrue during the military service but the time will count as University Service in applying sick or vacation leave accrual rates upon return to University service. Military leave service shall be included in the calculation of seniority pursuant to Article 42 of this Agreement.


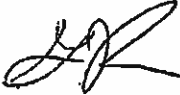
  
4/9/18

  
4/9/2018

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

**ARTICLE 26 - NON-DISCRIMINATION**

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

   
6-14-18 6/14/18

Changes shown below are in comparison to the status quo contract language.

**ARTICLE 27 - NON-HOSTILE WORK ENVIRONMENT**

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

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

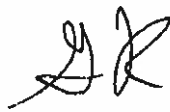
The Labor Management Conference shall be presided over by the Office of Labor Relations and attended by the employee, a representative or representatives of the union, a representative of the department associated with the alleged violation. Any mutual agreements reached at a Labor Management Conference at which representatives of the Office of Labor Relations are present will be reduced to writing within fourteen (14) days. Such agreement shall be binding on the parties to the agreement.

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

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



5/29/19



5/29/19

URA-AFT/Rutgers Mutual Withdrawal 3/22/19 2:15PM

ARTICLE 28 - OVERTIME/COMPENSATORY TIME BENEFITS

1


2


3 The Union agrees to withdraw its proposal on Article 28 – Overtime/Compensatory Time Benefits and  
4 Rutgers agrees to withdraw its latest proposal on Article 28 – Overtime/Compensatory Time Benefits.

5

6 For the Union:

For Rutgers:

  
3/22/19.

  
3-22-19



Rutgers Counter

February 28, 2019 - 2:00PM

**ARTICLE 33 - PROBATIONARY EMPLOYEES**

1  
2  
3  
4  
5  
6  
7

All employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. This probationary period may be extended for no more than an additional ninety (90) calendar days without concurrence of the URA-AFT. 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.

TA  
JR  
2/28/19



2-28-19

TA 1:55pm

ARTICLE 35 - RECLASSIFICATION

*Handwritten initials and date:*  
5-29-18

*Handwritten initials and date:*  
5/29/18

Position Classification/Reclassification Definition

The process determines the appropriate classification and grade for new, vacant, and encumbered staff positions through a review of the position's duties and responsibilities. A review will be conducted whenever a new position is created or when the functions of an existing position (either vacant or encumbered) change significantly and either the position holder and/or the department requests a re-evaluation of the position grade. Classification reviews focus on the contents of the position, not the performance, length of service, or personal qualifications of the employee. Major classification factors considered are:

- Knowledge  
Education & skills required  
Determination of technical depth, breadth, and relation skills
- Problem solving  
Environment- whether routine, standard, or broadly defined
- Accountability  
Autonomy, freedom to act, impact on organization, authority

When the department initiates a reclassification, the employee shall receive a copy of the job description when finalized.

Process for Self-Initiated Reviews

1. An employee may self-initiate a request for reclassification of his/her position, not more often than once in a twelve (12) month period, by preparing the appropriate forms and submitting them to UHR. A supervisory signature is required prior to UHR review to confirm that the duties, responsibilities and requirements are accurately stated. The supervisor will provide a signature acknowledgment, electronic or otherwise, and whether or not the duties, responsibilities and requirements are accurately stated no later than thirty (30) days from when the employee presents the supervisor with the forms for review.

Rutgers Counter-Proposal – May 30, 2018 – 1:45PM

33

34 2. The review shall be completed within eight (8) weeks of receipt by UHR. If a self-initiated request for  
35 reclassification is denied, a written explanation will be provided to the employee.

36

37 3. The employee may appeal if dissatisfied with the result of the UHR review by submitting a written  
38 request to UHR stating the basis for the appeal and including appropriate documentation. Appeal requests  
39 are to be submitted within six (6) weeks of notification of the original classification. UHR will conduct a  
40 telephone interview with the employee as part of the appeal process.

41

42 4. UHR will complete the appeal review within 8 weeks of receipt of the appeal request with an extension  
43 of thirty (30) calendar days if necessary.

44

45 5. The compensation for reclassifications to another grade will be effective retroactively to the payroll  
46 week start date following receipt of the completed request-for-reclassification-review materials by UHR.

47

48 6. The UHR website shall include guidance on how to prepare a self-initiated reclassification  
49 request.

50

51 7. UHR will provide an email address on the UHR website where self-initiated reclassification  
52 requests may be submitted as set forth in paragraph 1 of this article. Receipt of the self-initiated  
53 reclassification request in the designated email box will constitute notification to UHR and initiates  
54 the time frame set forth in paragraph 2 of this article.

55

56 8. UHR shall provide a written explanation to an employee if it is determined that an employee's  
57 salary grade has been retained.

Rutgers Counter Proposal – December 10, 2018

ARTICLE 39 - SALARY ADJUSTMENTS

I. Starting Salary for New Hires

A. External Hires

Salary Ranges - The normal starting salary for a successful external candidate for a vacancy in a salary range may be established by the hiring department at a salary rate up to 15 percent above the established range minimum salary. Hires beyond the 15 percent hiring range, but not in excess of the established range maximum, require VP/Provost approval and authorization.

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

Hiring at rates in excess of the range or grade maximum, including requests for T-code appointments, are to be submitted to the Associate Senior Vice President for University Human Resources and Organizational Effectiveness 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.

II. Promotion

Promotion is the formal advancement of an individual from one position to a more responsible vacant position in a higher salary range or grade. Promotion results either when an employee is the successful applicant for such a position or when a department decides to promote an employee internally to such a position. All vacant positions that are to be filled must be reviewed by UHR. Affirmative Action procedures must be followed during the recruitment process.

A. Salary

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

1. 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 new range or grade. Hiring authorities should consider the relative internal worth of the position, qualifications of the candidate, internal equity, and external competitiveness (i.e. midpoint within relevant labor market and peer institutions) when setting the promotional salary increase. An additional factor to take into consideration is whether the promotion results in an increase in the standard number of hours worked per week.

2. 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

Rutgers Counter Proposal – December 10, 2018

49 forwarded to the Associate Senior Vice President for Human Resources and Organizational  
50 Effectiveness or his or her designee.

51  
52 B. Effective Date of Promotion.

53  
54 The effective date is the date on which, after all necessary approvals are received, the employee  
55 begins work in the new title.

56  
57 III. Lateral Move

58  
59 If an employee moves laterally (i.e., to a new position that is evaluated in the same range or grade  
60 as the position the employee is leaving), the employee will be placed in the new title but will remain at  
61 the same salary, unless the department determines that an in-range/grade adjustment is appropriate and  
62 approved in accordance with Section V.

63  
64 IV. Job Reclassification

65  
66 Job reclassification is the formal change in a position's range or grade due to a substantive change  
67 in job content. Reclassification may be downward or upward with a corresponding change in  
68 compensation and possibly a change in job title. (See Article 35 regarding reclassification)

69  
70 A. When a position has been reclassified to a higher range or grade, the effective date of the  
71 upward reclassification will be the payroll begin date following receipt of the completed Classification  
72 and Recruitment Form by the Newark Human Resources Office, the Camden Provost's Office, or UHR in  
73 New Brunswick. The compensation level for the individual is determined by following the promotion  
74 policy in Section II.

75  
76 B. When a position is reclassified to a lower range or grade, the compensation level for the  
77 individual is determined by the downgrade policy in Section VI.

78  
79 V. In-Range/Grade Salary Adjustments

80  
81 In-range/grade salary adjustments may be used to provide increases to employees under the  
82 following conditions: ~~either transfer to a different position within the same salary range/grade or who~~  
83 ~~assume a demonstrable increase in their job duties and outcomes within the same position~~

84  
85 A. When an employee in the same position assumes a demonstrable increase in the scope,  
86 depth, and complexity of their job functions and their outcomes which do not warrant  
87 an upward reclassification of the employee's grade;

88  
89 B. When an employee transfers to a different position within the same salary grade and  
90 assumes a demonstrable increase in the scope, depth, and complexity of job functions  
91 and their outcomes as a result of the new position;

92  
93 C. When an employee receives a written external employment offer where the external  
94 position is at a comparable level to the employee's current position and within  
95 comparable job market, and a counter offer would not result in internal equity issues  
96 within the requesting department;

Rutgers Counter Proposal – December 10, 2018

97  
98 **D. In order to provide for an equity adjustment as a result of substantiated internal and/or**  
99 **external market considerations.**

100  
101 All requests for in-range/grade salary adjustments require concurrence by the supervisor, the  
102 department/division head, and the appropriate Vice President/Provost. Requests will be submitted to UHR  
103 to determine if the additional responsibilities added to the position are appropriate within the current  
104 range/grade. UHR should consider the relative internal worth of the position, qualifications of the  
105 candidate, internal equity, and external competitiveness (i.e. midpoint within relevant labor market  
106 and peer institutions). In-range/grade salary adjustments must satisfy the following parameters:

- 107  
108 A. The salary adjustment should not exceed ten (10) percent.  
109 B. The resulting salary does not exceed the salary range/grade maximum.  
110 C. The employee has not had another in-range/grade salary adjustment within the last 12 months.  
111 D. The employee's grade has not been upgraded as a result of a reclassification or  
112 promotion within the last 12 months.

113  
114 All requests that are outside of these parameters must be submitted to the ~~Associate~~ Senior Vice  
115 President for University Human Resources and Organizational Effectiveness or his or her designee for  
116 approval.

117  
118 VI. Downgrade

119  
120 Moves to a lower job classification may occur as the result of an employee's personal choice  
121 (voluntary downgrade); for documented inadequate job performance (deficiency downgrade); or when  
122 through no fault of the employee the university determines that the individual position should be  
123 reclassified downward (involuntary, no-fault downgrade).

124  
125 An employee who is given notice of layoff but who, before removal from the payroll, is the  
126 successful applicant for a lower-rated position, will be compensated in accordance with Section VI.A. -  
127 Voluntary, below. An employee who is laid off and then rehired will be compensated in accordance with  
128 the Policy on Employment Protection, Section 60.4.3, of the University Policy Library.

129  
130 If an employee moves into a position covered by a bargaining unit as a result of a downward  
131 reclassification or as a result of being a successful candidate, the rules for that unit apply.

132  
133 Salary adjustments resulting from these downward moves are calculated as follows:

134  
135 A. Voluntary and Deficiency Downgrades

- 136  
137 1. If an employee voluntarily elects to move to a lower-rated job and received an appraisal  
138 rating of Meets Standards on his or her most recent performance evaluation, or if the  
139 downward move is a result of documented below-standard job performance or  
140 documented disciplinary action, the employee's salary is reduced by a minimum of five  
141 (5) percent and up to a maximum of fifteen (15) percent. If the reduced salary exceeds the  
142 maximum of the lower range or grade, the individual will be placed at the maximum of the  
143 lower range or grade.  
144

## Rutgers Counter Proposal – December 10, 2018

145 2. The dean, director, or department head must submit a written request for a salary reduction  
146 to the Associate Vice President for Human Resources or his or her designee for  
147 consideration and decision.

148  
149 3. The adjusted salary is effective the first day of the pay period following the date the  
150 employee begins work in the lower-rated job title after all necessary approvals have been  
151 received.

### 152 B. Involuntary Downgrade (No Fault Downgrade)

153  
154  
155 When the university, through no fault of the employee, determines that a position should be  
156 reclassified downward, the individual is moved on to the lower range or grade at the same  
157 salary, not to exceed the maximum of the lower range or grade. If the salary falls above the  
158 range or grade maximum and the employee received an appraisal rating of Meets Standards  
159 on his or her most recent performance evaluation, the individual's salary will be frozen ("red-  
160 circled") until such time as the maximum is raised above that level, but not to exceed two  
161 years from the date the salary was frozen. If at the end of two years (2) the red-circled salary  
162 continues to exceed the maximum of the lower range or grade, the employee's salary will be  
163 reduced to the maximum of the lower range or grade at that time.

164  
165 This Section does not apply to positions supported by grant funds. When a position that is  
166 supported by grant funds is reclassified downward, compensation will be calculated as in  
167 Section VI.A. – Voluntary.

### 168 VII. Title Upgrade

169  
170  
171 When the job content of a title remains essentially the same but the range or grade is deemed to  
172 be incorrect and the title is given a higher range or grade, incumbents are moved to the higher range or  
173 grade as follows:

174 A. The employee retains the same salary in the new range or grade.

175  
176  
177 B. If the employee's salary is below the minimum of the new range or grade, it will be increased  
178 to the minimum.

### 179 VIII. Title Downgrade

180  
181  
182 When the job content of a title remains essentially the same, but the range or grade is deemed to  
183 be incorrect and the title is given a lower range or grade, salary adjustments are calculated in accordance  
184 with Section VI.B – Involuntary Downgrade (No Fault Downgrade).

### 185 IX. Red-Circled Employees

186  
187  
188 A. When a red-circled employee is promoted or reclassified upward, the compensation level for  
189 the individual is determined in accordance with the promotion policy in Section II – Promotion.

190  
191 B. When a red-circled employee is reclassified downward, the compensation is determined by the  
192 downgrade policy in Section VI.B – Involuntary Downgrade (No Fault Downgrade).

Rutgers Counter Proposal – December 10, 2018

193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207


C. When a red-circled employee's title is upgraded, salary is calculated in accordance with Section VII.


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

X. Exceptions

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

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

  
5/28/19

  
5/29/19



**ARTICLE 41 - SALARY IMPROVEMENTS**

**STAFF COMPENSATION PROGRAM ("SCP")**

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

**A. Eligibility**

Employees who meet all the requirements listed in section C below for a particular fiscal year are eligible to participate in the SCP.

**B. SCP Procedure**

**1. Performance Evaluation Process:**

a. Evaluations for all employees will be completed by April 30 of each fiscal year. The performance evaluation form is Appendix G of this Agreement. At the time of completion of the performance evaluation, the standards for the next year's evaluation process will be set by employee's supervisor and discussed with the employee.

b. Employees will be evaluated for the period starting May 1 of the previous year against the performance standards established during the previous evaluation process and any additions or modifications that have been communicated to the employee during the year.

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

d. Employees who accepted another position included in the bargaining unit are eligible to participate in the SCP in that fiscal year. Department heads from both the former and current units will collaborate on the performance appraisal.

e. Employees who report to a new supervisor within a particular fiscal year are eligible for the SCP in that fiscal year. The new supervisor is responsible for discussing and collaborating with the former supervisor or department head, if available, to complete the evaluation.

f. Employees who announce their intent to retire must still be evaluated.

g. Employees who are temporarily red-circled as the result of a no-fault downgrade must still be evaluated.

h. The SCP outlined in this article shall only occur once per year as outlined above (or twice in the case of B.2.b. below).

43 2. Performance Rating Categories

44  
45 The two rating categories are:

46  
47 a. Meets Standards--This rating encompasses a wide range of performance from the employee  
48 satisfactorily meeting job expectations to making exceptional contributions in advancing the objectives of  
49 their departments and/or the university.

50  
51 b. Does Not Meet Standards--Employees who do not satisfactorily meet job expectations and overall do  
52 not consistently perform their assigned responsibilities adequately will be given this rating. Employees  
53 who receive this rating will be provided specific guidelines on how to improve performance and will be  
54 re-evaluated again by October 15 of that year.

55  
56 **C. Salary Increase**

57 The minimum and maximum salary for each grade shall be increased by the amount/percentages set forth  
58 below. Red-circled employees whose salary increase would put them above the maximum salary for  
59 his/her salary grade shall receive a one-time bonus for the amount of the increase that exceeds the  
60 maximum salary for the grade. Salary increases and bonuses, if any, for grant-funded employees shall be  
61 borne by, and shall be subject to the availability of funds for this purpose, the grant that supports the  
62 employee.

63  
64 1. Fiscal Year 2018-2019

65  
66 URA-AFT unit employees shall receive a retroactive across the board salary increase in the  
67 amount of 3%, effective July 1, 2018. To be eligible for this payment, members of the unit must be on  
68 the University's payroll in a URA negotiations unit position on the date of ratification and continue to be  
69 on the payroll in a URA negotiations unit position on the payment date of the increase. The annual base  
70 salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective  
71 July 1, 2018.

72 2. Fiscal Year 2019-2020

73 URA-AFT unit employees shall receive an across the board salary increase in the amount of 3%,  
74 effective July 1, 2019 (including any necessary retroactive amount). To be eligible for this payment,  
75 members of the unit must be on the University's payroll in a URA negotiations unit position on June 30,  
76 2019 and continue to be on the payroll in a URA negotiations unit position on the payment date of the  
77 increase. The annual base salaries of record for all unit members will be adjusted accordingly. The new  
78 rate of pay will be effective July 1, 2019.

79 3. Fiscal Year 2020-2021

80 URA-AFT unit employees shall receive an across the board salary increase in the amount of 3%,  
81 effective July 1, 2020. To be eligible for this payment, members of the unit must be on the University's  
82 payroll in a URA negotiations unit position on June 30, 2020 and continue to be on the payroll in a URA  
83 negotiations unit position on the payment date of the increase. The annual base salaries of record for all  
84 unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2020.

86 4. Fiscal Year 2021-2022

87 URA-AFT unit employees shall receive an across the board salary increase in the amount of  
88 2.5%, effective July 1, 2021. To be eligible for this payment, members of the unit must be on the  
89 University's payroll in a URA negotiations unit position on June 30, 2021 and continue to be on the  
90 payroll in a URA negotiations unit position on the payment date of the increase. The annual base salaries  
91 of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1,  
92 2021.

93 **D. Special Circumstances**

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

- 96
- 97 1. Eligible ten-month or part-time staff salary increases will be based on their prorated salary.
  - 98
  - 99 2. For extension service employees who are partially paid by a county, increases will be based upon their  
100 full salary, including the county portion.
  - 101
  - 102 3. For employees currently in an acting assignment, salary increases will be based on the pre- acting  
103 salary and then the acting rate will be recomputed.
  - 104

105 **E. Appeal Process**

106

- 107 1. Employees who claim that SCP procedures were not followed, that there was a demonstrable factual  
108 inconsistency in the employee's evaluation, or that they were not evaluated according to the performance  
109 standards for their job, may seek review only as described below, which shall be the sole and exclusive  
110 remedy and appeal for such claim. The judgment that forms the basis of whether an employee is evaluated  
111 as "meets standards" or "does not meet standards" shall be at the sole and exclusive discretion of the  
112 University and not subject to the above appeal process.
- 113

114 2. The employee may initiate a review within 30 days of receipt of the performance evaluation. The  
115 employee must inform his or her immediate supervisor in writing on a SCP Review Request Form  
116 available from University Human Resources of the claim that procedures have not have been followed,  
117 that there was a demonstrable factual inconsistency in the employee's evaluation, or that he/she was not  
118 evaluated according to the performance standards for the job. The supervisor must provide a written  
119 response to the employee within 30 days of receipt of the employee's completed Review Request Form.  
120

121 3. If the employee is not satisfied with the supervisor's written response, the employee may, within 30  
122 days of receipt of the supervisor's written response, request in writing a review of the matter by the dean,  
123 director or department head who shall meet with the employee and provide a written response within 30  
124 days of receiving the request for review.

125

- 126 4. If the employee is not satisfied with the written response by the dean, director or department head,  
127 he or she may within 30 days request in writing a review of the matter by the Vice President or Provost  
128 (or designee) for the employee's area who will provide a written response within 30 days of receiving the  
129 request for review. In all cases, the decision of the Vice President or Provost is final.

130

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

133

134 **F. Information Exchange**

135

136 The union will be provided in writing the final report of the amount that each employee receives through  
137 the SCP no later than 30 days from the date he/she is notified of the raise.



5/29/19



5/29/19

ARTICLE 42 – SENIORITY AND LAYOFF

I. Seniority

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

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

II. Layoffs

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

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

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

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

a. The employee who is being laid off may meet with UHR's designee to identify open positions for which he/she may be qualified, including but not limited to the title currently held. The laid off employee may apply for and will be interviewed and considered for such open positions for which he/she meets the requisite qualifications.

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

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

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

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

52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94

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

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

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

- 1. For employees rehired into a different position or recalled pursuant to paragraph D above within 12 months of the last day of work, vacation accrual will begin with the first complete calendar month worked. Vacation allowance will be based on years of continuous employment as a regularly-appointed staff member immediately preceding layoff.
- 2. For employees rehired into a different position or recalled pursuant to paragraph D above within 24 months of the last day of work, any unused sick leave accrued under the former employment will be carried forward to be credited toward sick leave payment at retirement as well as for other authorized use,
- 3. For employees rehired into a different position or recalled pursuant to paragraph D above within 12 months of the last day of work, there will not be another probationary period.


III. Layoff Notice


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

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

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

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

  
5/29/19

  
5/29/19

URA Counter-Proposal – January 23, 2019

ARTICLE 44 - SICK LEAVE

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

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

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

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

1. Emergency Attendance.

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

2. Medically Certified Care.

Employee's attendance upon the employee's seriously ill family member (as defined above) at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix H. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

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

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

Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For

URA Counter-Proposal – January 23, 2019

46 example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year  
47 (fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days.)  
48

49 Unused sick leave is cumulative.

50  
51 Employees are expected to notify their supervisor preferably by telephone at least 15 minutes before  
52 their scheduled start time as early as possible at the beginning of on the work day on which sick leave is  
53 used and to keep the supervisor adequately informed should the absence extend beyond one day.  
54

55 Employees who require more sick leave than accumulated will have their pay adjusted accordingly  
56 except that the employee may charge such time to vacation or administrative leave. In such cases, all sick  
57 leave policies will apply. Employees may request that the supervisor make available for the employee's  
58 review a current record of the employee's sick leave, such request will not be unreasonably denied.  
59

60 Credit will be granted for documented unused sick leave accumulated during periods of previous  
61 employment at Rutgers.  
62

63 Credit will also be granted for documented unused sick leave accumulated at an agency of the State of  
64 New Jersey, including a state college or university, when the individual comes to work in an eligible  
65 position at Rutgers with no break in service from the date of termination at the previous state agency.  
66

67 No cash payment is made for unused sick leave except upon retirement in accordance with state  
68 legislation and implementing regulations. If the employee had a break in service, sick leave accumulated  
69 prior to the break will not be included in the lump sum calculation unless the break occurred as the result  
70 of a layoff. Further details of this payment appear in University Policy Library Section 60.3.17 Unused  
71 Sick Time - Policy on the Administration of Payments to University Staff Retirees.



1-23-19



1/23/19.



1                   **ARTICLE 47 - UNION-EMPLOYER INFORMATION EXCHANGE**

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

5    B. The University agrees to furnish to the URA-AFT access, via the Union Library, ~~on a continuous~~  
6    ~~basis by the 1<sup>st</sup> of every month of each year to~~ a register of the employees covered by this Agreement.  
7    The register shall be in the form of an Excel file made available electronically, with the following fields,  
8    if the information is on file with the University:

- 9
- |                                    |  |
|------------------------------------|--|
| 1. Last Name                       | 13. Workweek designation                   |
| 2. First Name                      | 14. Percent Time                           |
| 3. Home address                    | 15. Employment Date                        |
| 4. Title                           | 16. Gender                                 |
| 5. Job Class Code                  | 17. <u>Layoff status and date</u>          |
| 6. Grade                           | 18. Leave status                           |
| 7. Annual Base Salary              | 19. Retirement date                        |
| 8. Position Number (if applicable) | 20. Home phone number                      |
| 9. Department                      | 21. Employee's office/room number          |
| 10. Campus Address                 | 22. <u>Work email address</u>              |
| 11. Campus Phone Extension         | 23. <u>Home email address</u>              |
| 12. 10 or 12 month                 | 24. <u>Unit-Division-Organization Code</u> |

10

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

14    D. The University further agrees to provide the URA-AFT, by way of being copied on emails to  
15    employees, ~~on a monthly quarterly basis, with a report~~ notifications of all reclassifications within the  
16    union, ~~the effective date of all leaves of absence, and notifications of in-grade salary adjustments~~ within  
17    the union.



9-20-18

ER 9/20/18

### ARTICLE 49 - UNION REPRESENTATIVES

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

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

Stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The URA-AFT President or his/her designee 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, provided such person is an employee of Rutgers. When a designee is assigned to act in a particular grievance, the URA-AFT will give Rutgers prior notice. Neither a steward, nor a Union officer, nor a designee shall leave his/her work without first obtaining permission from his/her immediate supervisor, which permission shall not be unreasonably withheld.

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

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

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

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

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

The URA-AFT shall be permitted to meet with new employees in URA-AFT covered positions for ~~fifteen (15)~~ thirty (30) minutes immediately following the completion of regularly scheduled new employee orientations conducted by University Human Resources. Such new employees must report, unless otherwise excused, back to their employing units following said meeting with the URA.

6-7-18

ARTICLE 50 - UNION SECURITY

A. Union Dues

Rutgers agrees to deduct from the paycheck the biweekly union dues of each bargaining unit member, as defined herein, who furnishes a voluntary written authorization to the URA-AFT for such deduction, on a form acceptable to Rutgers. The URA-AFT shall remit signed authorization forms to the Office of Labor Relations. Employees who have authorized the payroll deduction of dues to the URA-AFT may revoke such authorization by providing written notice to the Office of Labor Relations and the URA-AFT during the ten (10) days following each anniversary date of their employment. An employee's notice of revocation of authorization for the payroll deduction of union dues shall be effective as of the July 1 next succeeding the date on which notice of withdrawal is filed by an employee. The amount of union dues to be deducted by Rutgers from the bargaining unit member paycheck shall be in such amount as may be certified to Rutgers by the URA-AFT at least thirty (30) days prior to the date on which deduction of union dues is to be made. Deduction of union dues made pursuant hereto shall be remitted by Rutgers to the URA-AFT every four (4) weeks together with a list of the names of bargaining unit members from whose pay such deductions were made.

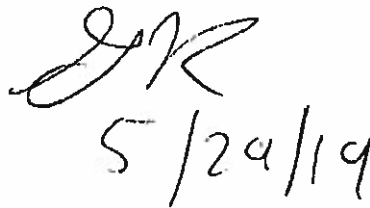
If after Rutgers receives a proper notice from an employee revoking dues authorization, Rutgers mistakenly deducts dues from the employee and transmits dues to the URA-AFT, the union shall be solely responsible for returning to the employee the dues it has received under the provisions of this agreement.

B. Indemnification

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



5/25/19



JR  
5/29/19

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12

**ARTICLE 52 - UNIVERSITY POLICIES AND PROCEDURES**

Rutgers and the URA-AFT agree that all members of the bargaining unit shall enjoy and be subject to all University regulations, procedures and the University Policy Library applicable to administrative employees except as may be otherwise set forth in this Agreement. There shall be no duplication or pyramiding of benefits. During the life of this Agreement, any change in University regulations, procedures, or in the University Policy Library that constitutes a change in a mandatorily negotiable term and condition of employment for members of the bargaining unit shall be negotiated. The University will provide the URA-AFT with notification of any additions or changes to University Policies at the time of adoption or revision.



5/29/19



5/29/19

Rutgers Counter

February 13, 2019 - 11:00AM

1 ARTICLE 53 - USE OF UNIVERSITY FACILITIES, CAMPUS MAIL & EQUIPMENT

2  
3 A. Use of University Facilities

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

- 6 1. The right to meet with individual negotiations unit employees on the premises of Rutgers during the  
7 work day to investigate and discuss grievances, workplace-related complaints and other workplace  
8 issues.
- 9 2. The right to conduct work site meetings during lunch and other non-work breaks, and before and  
10 after the workday, on Rutgers premises to discuss workplace issues, collective negotiations, the  
11 administration of collective negotiations agreements, other matters related to the duties of the union,  
12 and internal Union matters involving the governance or business of the Union.
- 13 3. The right to meet with newly-hired negotiations unit employees, without charge to the pay or leave  
14 time of the employees, for no more than 120 minutes at a University Human Resources, Human  
15 Resources-Newark or Human Resources-Camden new employee orientation. Rutgers shall provide  
16 the Union with a list of new negotiation unit employees attending new employee orientation no later  
17 than noon of the preceding business day.
- 18 4. The access to negotiations unit employees set forth in subsection 1 through 3 above shall be subject  
19 to the following: The Union will follow all regular University procedures applicable to reserving and  
20 using University buildings, facilities, or rooms. The Union's access shall not interfere with normal  
21 University operations. All group meetings shall be conducted at reasonable times. The Union may be  
22 charged for maintenance, security and other costs related to the use of the building, or facility, or  
23 room that would not otherwise be incurred by the University.
- 24 5. The URA-AFT shall have the right to make reasonable use of the University facilities and  
25 equipment, including duplicating, computing and office equipment, and available audiovisual  
26 equipment, all in accordance with University procedures. The URA-AFT shall pay reasonable costs  
27 as established by the University for the use of equipment.

28  
29  
30  
31 B. Campus Mail

- 32  
33 1. To the extent permitted by law, upon the effective date of this Agreement, the University will carry  
34 without charge by University campus mail up to three times per semester the URA-AFT newsletter  
35 to its bargaining unit members. The URA-AFT will not send, and the University will not carry, by  
36 campus mail any other matter except upon payment of appropriate United States Postal charges.
- 37  
38 2. The URA-AFT shall indemnify and save harmless the University against any and all claims,  
39 demands, suits, judgments, settlements, or any other forms of liability, including reasonable counsel  
40 fees and other costs of defense, that shall arise out of or by reason of any action taken by the  
41 University to comply with Section B.1. above, including liability for United States Postal charges, or  
42 that arise out of or by reason of actions taken by the University in connection with defending the  
43 legality of this indemnification provision. The URA-AFT shall remit payment for said fees and costs  
44 to the University within 30 days after receipt of a detailed statement of services rendered in  
45 connection with said defense. If full payment is not remitted within 30 days, the University's  
46 obligation pursuant to Section B.1. shall be suspended for so long as this statement of services  
47 remains unpaid.

Rutgers Counter

February 13, 2019 – 11:00AM

48 The University shall retain its right to determine the course of conduct, including but not limited to,  
49 the right to select counsel and determine strategy, in any action arising out of or by reason of the  
50 provisions of this Section B.  
51

52 In the event this indemnification provision is found by any court or administrative agency of  
53 competent jurisdiction to be illegal or against public policy, then the University's obligation under  
54 Section B.1. above shall terminate.  
55

56  
57 C. Electronic Communication

58  
59 1. The URA-AFT and its officers and stewards shall have the right to use the email systems of the  
60 University to communicate with negotiations unit members regarding collective negotiations, the  
61 administration of collective negotiations agreements, the investigation of grievances, other  
62 workplace-related complaints and issues, and internal union matters involving the governance or  
63 business of the union. The Union will comply with all policies and guidelines of the University  
64 Office of Information Technology when using the University's email system.  
65

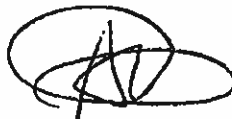
66 2. The URA-AFT shall be entitled to utilize services such as online event calendars to notify  
67 bargaining unit members of union activities so long as said services are generally available for use  
68 by the University community. The URA-AFT further agrees that such use shall conform to any  
69 policies and procedures that may be adopted by the University for use of such services and that  
70 apply equally to all such notices.  
71

72  
73 D. The URA-AFT agrees that meetings conducted in Rutgers buildings and other facilities that are  
74 owned or leased by Rutgers pursuant to this Article shall not be for the purpose of supporting or  
75 opposing any candidate for a partisan political office, or for the purpose of distributing literature or  
76 information regarding partisan elections.  
77

TA



2/13/19



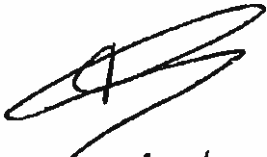
2-13-19

Rutgers Counter Proposal – April 18, 2019


ARTICLE [x] – Direct Deposit

1  
2  
3  
4  
5  
6  
7  
8

All employees shall be eligible for Direct Deposit.  
Employees must enroll in Direct Deposit by completing the Direct Deposit Authorization form in Employee Self-Service.  
For those employees who are unable to participate in Direct Deposit, if it is deemed operationally feasible, the University shall provide employees with an alternative electronic payment such as a payroll Debit card in lieu of a hardcopy paycheck. If other electronic payment methods are offered by the University in the future, the employee may alternatively elect to utilize such methods.



5/29/19



5/29/19

Rutgers Counter Proposal

May 29, 2019; 2:30 PM

1 ARTICLE [x] – FEDERAL FAMILY MEDICAL LEAVE, NEW JERSEY FAMILY LEAVE, NEW  
2 JERSEY SAFE ACT LEAVE

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

8 In the event that an employee exhausts accrued paid sick time or sick leave (or, if the employee  
9 does not have paid sick time or sick leave accruals to charge concurrently with an approved leave granted  
10 pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall  
11 be unpaid, unless the employee elects to use any other accrued paid time off concurrently.

12 All such leave requests shall be processed in a manner consistent with medical  
13 confidentiality.

14 Leave for an employee's own serious health condition:

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

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

24 If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New  
25 Jersey SAFE Act and has exhausted their accrued sick time, and the employee is still unable to perform  
26 the duties of his/her position because of his/her own serious health condition, the employee may be  
27 permitted to extend his/her leave of absence by seeking a reasonable accommodation under the  
28 Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD).  
29 While such a request is pending, an employee may elect to use any other accrued paid time off. If a  
30 leave of absence is approved as a form of reasonable accommodation under the ADA or NJLAD, the  
31 employee may elect to use any other accrued paid time off during the leave of absence. To seek additional  
32 leave as an accommodation, the employee must submit such a request to Rutgers Office of Employment  
33 Equity and comply with the reasonable accommodation process.

34 Leave to care for a family member:

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

40





**Rutgers Counter Proposal**

**May 29, 2019; 2:30 PM**

41 Leave under the New Jersey SAFE Act:

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

  
5/29/19

  
5/29/19

## Rutgers Counter Proposal

May 14, 2019

### NEW ARTICLE – TELECOMMUTING

- 1  
2  
3  
4 1. Exempt URA-represented staff employees who have completed their probationary periods are  
5 eligible to be considered for telecommuting. Not all eligible employees will be suitable for  
6 telecommuting. Suitability for telecommuting is based upon the individual employee as well as  
7 the employee's position and the needs of the employee's department (Department).
- 8 2. Telecommuting shall only be scheduled as follows:
  - 9 A. Regular: a recurring arrangement generally consisting of the same day or days each week  
10 when an employee works at the alternate location. Regular telecommuting arrangements can  
11 be for a finite or indefinite period of time.
  - 12 B. Occasional (Non-Emergency): a sporadic occurrence from time to time, generally on an as-  
13 needed basis.
  - 14 C. Emergency: telecommuting that is precipitated by a crisis or other emergency that  
15 significantly disrupts a facility or facilities or the physical operation of a department. When  
16 needed to achieve business continuity and to maintain critical functions, operations, and  
17 services, telecommuting arrangements may be established until normal operations can be  
18 restored at the regular work location.
- 19 3. In all cases, telecommuting arrangements are revocable and can be discontinued at any time when  
20 it is in the judgment of the Department that it is in the best interest of the Department to do so.  
21 The Department will give 30 days' notice of discontinuance unless extenuating circumstances  
22 make such notice impracticable.
- 23 4. Telecommuting does not change an employee's terms and conditions of employment, including  
24 required compliance with or the application of university policies. Additionally, an employee's  
25 compensation and/or benefits do not change as a result of a telecommuting arrangement.
- 26 5. Telecommuting is not intended to permit employees to have time to work at other jobs or attend  
27 to other personal business, nor is it intended as a substitute for dependent care. If persons in need  
28 of primary care are regularly present in the alternate work location while the employee is  
29 telecommuting, the employee must demonstrate that another individual is present to provide the  
30 care.
- 31 6. Telecommuting is not intended to circumvent any leave that an employee has requested and is  
32 entitled to pursuant to state and/or federal law, university policy, or prevailing collective  
33 negotiations agreements.
- 34 7. Prior to executing a Telecommuting Agreement, an employee shall complete the Safety Self-  
35 Audit, review and sign the Information Technology Use Policy, and the Request to Telecommute  
36 form and attach said documents to the Telecommuting Agreement for approval by his/her

## Rutgers Counter Proposal

May 14, 2019

37 supervisor. Prior to executing a Telecommuting Agreement, a supervisor shall review the  
38 documents referenced above for completeness and shall complete the Feasibility Assessment  
39 Telecommuting Policy form and have said form approved by his/her supervisor. Upon receipt of  
40 an executed Telecommuting Agreement from his/her supervisor, an employee shall execute and  
41 return the Telecommuting Agreement.

42 8. The alternate location from which an employee telecommutes should be a predetermined site,  
43 such as a home office, and should have a fixed work area that will provide the employee with  
44 adequate access to the tools necessary for telecommuting, such as a telephone, computer, internet  
45 connection, etc. A supervisor or other appropriate university official may arrange to visit the  
46 alternate work location, or have the employee provide electronic images if the supervisor deems  
47 such images are acceptable, when appropriate, to evaluate it for appropriateness prior to  
48 approving the telecommuting agreement or when worksite-related concerns arise during the  
49 telecommuting arrangement. The purpose of such a visit is to ensure compliance of the alternate  
50 work location with the conditions contained in the Telecommuting Agreement and related  
51 documents set forth in Paragraph 8 above. Additionally, the Department retains the right to make  
52 prearranged on-site inspections of the remote work site during scheduled work hours.  
53 Telecommuters should not hold business visits or in-person meetings with professional  
54 colleagues, customers, or the public at alternate work sites; exceptions to this provision must be  
55 approved in advance by the Department. Telecommuting does not convert the alternate work  
56 location into a university place of business.

57 9. All costs, whether relating to the initial set-up or the maintenance of a telecommuting  
58 arrangement, will be borne by the employee. The Department does not assume responsibility for  
59 operating costs, home maintenance, or other costs incurred by employees in the use of their  
60 homes or other alternative work locations. The Department will not reimburse the employee for  
61 out-of-pocket expenses for materials and supplies that are normally available at his/her regular  
62 work location. Where the work performed at the alternate location requires technology,  
63 equipment or supplies, such as hardware, software, paper, ink, or the like, that exceed the type or  
64 amount typical for home office use, the employee may request that the Department provide  
65 directly, or through lending, such technology, materials or equipment.

66 10. Except as set forth below, the employee must provide his/her own computer, telephone, telephone  
67 service, internet connection, and any other equipment necessary to facilitate the telecommuting  
68 arrangement, unless otherwise expressly agreed to and approved. The Department does not  
69 assume responsibility for the cost of employee-provided equipment or its repair or service. The  
70 Department may, at its discretion, use its funds for reasonable expenses that are necessary to  
71 facilitate the telecommuting arrangement, if there is a legitimate business need and adequate  
72 funding exists. Such expenses must be consistent with existing university policies regarding  
73 purchasing and business expenditures. When available, and at its discretion, the Department may  
74 issue university-owned equipment to an employee for use in telecommuting; however, the  
75 equipment is to be used only by the telecommuting employee to perform authorized university  
76 business. When university-owned equipment is issued to an employee for telecommuting, the  
77 employee is responsible for taking reasonable steps to protect it from theft, damage, and

## Rutgers Counter Proposal


May 14, 2019

- 78           unauthorized use. University-issued equipment used in the normal course of employment will  
79           continue to be supported by the Department.
- 80           11. In general, telecommuting should not change the regular days and hours that an employee is  
81           expected to be working; however, if a telecommuting employee will be performing work outside  
82           of the employee's normal work days and hours, those work days and/or hours will be set forth by  
83           the Department in the Telecommuting Agreement. If it is found that an employee is not  
84           performing work during the telecommuting hours, the Telecommuting Agreement can be  
85           revoked, and the employee may be subject to discipline as appropriate.
- 86           12. A telecommuting employee shall be as available for communication and contact during the  
87           scheduled telecommuting time as he or she would be if working at the regularly-assigned work  
88           - location. Where practical, supervisors will outline minimum expectations for how often the  
89           telecommuting employee should check email and voicemail.
- 90           13. If relevant to the type of telecommuting schedule assigned to the employee, the telecommuting  
91           employee shall report to the regularly-assigned work location on non-telecommuting days. In  
92           addition, supervisors may require that on a regular telecommuting day an employee must report  
93           to the regularly-assigned work location or elsewhere as needed for work-related meetings or other  
94           events. In that event, the supervisor should give the employee as much notice as is practicable.
- 95           14. Certain adaptations may be necessary in how supervisors communicate expectations and  
96           assignments, and provide ongoing assessment and feedback, due to the fact that the  
97           telecommuting employee is not always physically present in the regular work location. The  
98           supervisor and the telecommuting employee should agree upon a workable means for delivering  
99           such information, such as regular meetings or status emails. Likewise, supervisors should also  
100           review and/or revise the criteria that will be utilized for annual performance appraisals where  
101           applicable. Such criteria should be clearly defined and measurable in terms of quantity, quality, or  
102           time to complete. A supervisor who will be supervising a telecommuting employee must review  
103           the Managing Employee Performance Telecommuting Policy form prior to the employee  
104           telecommuting.
- 105           15. The Department may offer a telecommuting arrangement to a suitable employee or an employee  
106           may initiate a request to telecommute. In either case, the Department must enter into a  
107           Telecommuting Agreement if it is determined that the employee and the employee's position are  
108           suitable for telecommuting. An employee initiating a request to telecommute must do so by  
109           utilizing the Telecommuting Request form.
- 110           16. A Telecommuting employee must adhere to the established standards and protocol relating to  
111           information protection, security, and technology as set forth in, but not limited to, the Remote  
112           Site Security Standards. Failure to adhere to the standards and protocol may result in revocation  
113           of the Telecommuting Agreement and appropriate disciplinary action.
- 114           17. Except where the provisions therein are inapplicable or are in conflict with the provisions  
115           contained in this Article, the University Human Resources Telecommuting Guidelines shall apply


Rutgers Counter Proposal

May 14, 2019

- 116 in all instances whereby a URA-represented employee of the Department is telecommuting. A  
117 copy of the guidelines will be furnished to the URA-AFT unit member prior to executing the  
118 Telecommuting Agreement.
- 119 18. No employee shall begin telecommuting prior to executing a Telecommuting Agreement with the  
120 Department.
- 121 19. Except where the provisions therein are inapplicable or are in conflict with the provisions  
122 contained in this Article, University Policy 60.3.22 shall apply in all instances whereby a URA-  
123 represented employee of the Department is telecommuting.
- 124 20. Determinations of the Department as to whether an employee may telecommute shall be final and  
125 not subject to the grievance procedure.



5/29/19




5/29/19

ARTICLE \_\_ - Handicap Parking

The Union may request a Labor-Management conference to discuss a lack of handicap parking at any worksite where bargaining unit members are assigned. When such a conference is requested the University will provide available data on the number of employees in the corresponding building(s) who have registered for handicap parking.



5/29/19



5/29/19

**NEW ARTICLE – TEMPORARY AND CASUAL EMPLOYEES**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20

Following the conclusion of the pending arbitration docketed under number AR-2019-080, the parties agree that they will meet and negotiate, if necessary, regarding any terms and conditions of employment contained in this Agreement which are not set by the arbitration award for Class 3 employees who are members of the negotiations unit. Until the conclusion of AR-2019-080, the terms and conditions of employment for Class 3 employees shall continue to be governed only by applicable University policies. Until a resolution is reached on the terms and conditions of employment for Class 4 employees, the terms and conditions of employment for such employees will continue to be governed only by applicable University policies.

Unless otherwise set by the decision in AR-2019-080, Class 3 employees who are members of the negotiations unit may utilize the grievance procedure set forth in Article 14 of this Agreement to grieve alleged violations of only those University policies that apply to Class 3 employees.

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



5/29/19



5/29/19