

AGREEMENT

BETWEEN

LOCAL 5094

Health Professionals and Allied Employees
AFT/AFL-CIO

And

Rutgers University

PROFESSIONAL STAFF

October 1st, 2014 – June 30, 2018

PREAMBLE

This Agreement is effective October 1st, 2014 and is made between the Rutgers University (hereinafter called "University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

The parties recognize that it is the responsibility of the University to provide high quality educational programs, to encourage the development of new knowledge through research, and to provide patient care services to the larger community. The University recognizes that due to their education and experience, the staff members covered by this Agreement have a unique contribution to make towards the advancement and execution of the missions of the University.

This Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement which sets forth the employment relationship between the University and the staff members subject to this Agreement under applicable State and Federal law.

ARTICLE 1. AGREEMENT SCOPE

This Agreement covers all non-supervisory, full and part-time professional staff members of the University who have satisfactorily completed their initial probationary period (referred to herein as "staff member") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary Agreement between the University and the Union, dated July 14, 1992. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

ARTICLE 2. UNION STATUS

2.01 Recognition:

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

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

Directly after the completion of general orientation presentations, the University's Human Resources representative will introduce the IPAE representative designated by the Union who will distribute orientation packets to the new IPAE employees. At that time, the

representative designated by the Union, will speak to all new staff members, not to exceed fifteen (15) minutes. The University will continue the practice of providing the Union with notification of the names of new hires into bargaining unit titles, who are scheduled to attend each general orientation session.

2.02 Union Dues:

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

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

Union dues deductions from any staff member in the bargaining unit shall be limited to the Union, the duly certified majority representative. The movement of an employee from one title to another title in HIPAE, from one status to another status and/or from one bargaining unit to another bargaining unit in HIPAE will not affect or interrupt dues deduction, unless the new title or bargaining unit is not represented by HIPAE. No additional initiation fee will be collected in these situations.

For the purpose of calculating dues deductions, reimbursement for tuition and continuing education shall not be included as part of the gross salary of staff members.

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

In the event the University deducts more dues than they should from a staff member, the University will reimburse the individual and then deduct the amount from the next dues check to the Union. In the event the University deducts fewer dues than they should, the University will correct the error in the next pay cycle and make the Union whole in the next dues check.

The Union will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the bargaining unit which arises from dues deductions made by the University. The University shall not be liable to the Union for any retroactive or past due dues for a staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the dues.

2.03 Transmission of Dues:

Dues or agency fees and initiation fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of employees including: Last Name, First Name, Social Security Number, Employee Identification Number, Status (FT, PT), Actual hours worked, Base Rate, HIPAE Dues deducted, Initiation Fee, COPE deduction, Agency Fee or Member

Status. The University shall also provide Gross Pay (applicable gross used to calculate dues) when operationally feasible, social security numbers, the amount deducted, hours worked, amount of IUPAE dues, amount of AFT dues, COPE deductions, termination date, and the gross pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change. This information shall be available on-line for access by designated union officers. On-line access will allow for information to be downloaded in Excel format.

2.04 Agency Fee:

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

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

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

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

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

The University shall deduct the representation fee from a new staff member in the pay period following the ninety (90) days after the staff member's date of hire. In the event the University deducts more in agency fees than they should from a staff member, the University will reimburse the individual and then deduct that amount from the next agency fee check to the Union. In the event the University deducts less agency fee than they should,

the University will correct the error in the next cycle and make the Union whole in the next agency fee check.

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

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

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

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

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

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

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period twenty-six (26) of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date: i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice from the Union to affected staff members.

In each year of the Agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the

following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

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

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

2.05 Union Representatives, Rights and Limitations:

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

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

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

It is agreed that the Union will appoint or elect up to Fifty (50) representatives and up to eight (8) officers who will be recognized by the University in their defined authority to act for the Union. The Union agrees that no more than nine (9) representatives will be authorized to represent the University Behavioral HealthCare (UBHC), with no more than two (2) such representatives at any UBHC building site.

The names of these representatives and officers will be provided to the Director of Labor Relations and the Director of Human Resources Services and updated within thirty (30) days of any change.

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

- a) Represent staff members in the department/work unit.
- b) Investigate a grievance, provided such investigation time will be limited to a maximum of one (1) hour and further provided there is no interruption of work activities. In emergency situations,

these time limitations may be extended if approved by the Office of Human Resources or the supervisor on duty should the Office of Human Resources be closed.

- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University.
- f) Attend/conduct membership meetings limited to a maximum of one hour. Any meetings conducted by the Union must be done during lunch or break time. The union representative conducting the meeting will be granted additional time not to exceed 1 hour for travel time.

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

2.06 Union Bulletin Boards and Mail:

The University will provide space on centrally located bulletin boards at New Jersey Medical School in Newark; at Robert Wood Johnson Medical School and UBHC in Piscataway; at the Clinical Academic Building in New Brunswick; and at Liberty Plaza in New Brunswick (where permitted by the building management) for the exclusive use of the Union. Further, the University recognizes the right of the Union to post notices on bulletin boards in employee lounges where they exist. The union agrees to share the use of the bulletin board at Robert Wood Johnson Medical School with another union representing University staff members, provided that at least one panel of the bulletin board is available for use by HPAE Local 5094.

As a matter of courtesy, the Union shall provide the University's Director of Labor Relations and the Director of Human Resources Services with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is profane, obscene, defamatory of the State or the University and its representatives or which constitutes election campaign material.

When the Union has mail to be delivered to its officers or representatives, the University's interoffice mail system will be made available, provided that priority is retained for the business of the University. The HPAE staff and representatives shall have the right to e-mail HPAE members who have Rutgers e-mail accounts. Rutgers e-mail use shall be consistent with University policy.

Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at the address set out in the Preamble to this Agreement.

Union officers and representatives shall be allowed to use fax machines within the University to send grievance reports to the Labor Relations office and the Union office in Emerson, NJ, provided that the primary use of the fax machine is for the business use of the department.

2.07 Union Business:

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

The Union shall have the right to designate any Union officer (Co-Presidents, Secretaries, Treasurer and Grievance Chairpersons) for such leaves of absence. A total of twenty-five (25) days of such leave in the aggregate may be used each year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Union representatives and Union Officers and for which appropriate approval by the University is required. Written notice from the Union (including a Local Co-President), of the authorization of an individual to utilize such leave time shall be given to the staff member's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the date of such meeting except in an emergency, when less notice may be given. Granting of such leave to a staff member shall not be unreasonably denied by the University.

In addition, the University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of twenty-five (25) days in the aggregate of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

2.08 Information and Data:

A full list of professional job titles and their respective salary ranges shall be appended to the collective bargaining agreement. This list is complete as of the date of ratification of this contract. The University shall continue to provide the Union with revisions of University and Human Resources policies in a timely manner. The Union will be placed on an Email list to receive all notices of changes in University policies and the changes in the Human Resources policies.

The University shall maintain a union data library which shall contain the following information about members of the bargaining unit:

1. Name
2. University ID
3. Job title
4. Current university date of hire
5. Unit/school
6. Department
7. Campus
8. Classification description (FT or PT, exempt or non-exempt, bi-weekly standard hours)
9. Salary table
10. Grade
11. Step
12. Hours per pay period
13. Hourly rate
14. Annual salary
15. Home address
16. ~~UMDNJ~~ Rutgers email address
17. Union membership status

Access to the union library will be limited to a representative(s) designated by the union and agreed to with the Director of Labor Relations or his designee.

The University shall maintain a listing of bargaining unit employees who have separated from the University in the union data library, and this list shall be updated monthly. This list will include: name, University ID, campus, title, hire date, separation date, unit/school, and salary table. All information the University is required to provide will be provided in Microsoft Excel format.

When the University's payroll and data management systems acquire the capability the University will also supply to the Union the following additional data for each bargaining unit member:

1. Campus address
2. Campus phone extension
3. Employee's office/room number
4. Gender
5. Layoff Status
6. Leave status
7. Retirement date
8. Home phone number

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

3.01 Appointment to Position:

Appointment to a position shall be in writing with the date of hire, salary and any differential stated. A job description for the specific position occupied by the newly appointed staff member will be distributed to him/her prior to or at orientation. Further, at the time of hire or a change in position, each bargaining unit member will be informed in writing of his/her current normal work week and days, current travel requirements, current shift differential, and current on-call requirements.

Other job descriptions defining all positions under this Agreement will be made available for review by an authorized Union representative upon request.

Staff members holding positions which are grant funded shall be notified in a timely manner if the status of the grant has changed and such change will impact upon the staff member's term of employment.

3.02 Work Outside of Job Classification/Reclassification/Salary Adjustment:

a) Staff members shall be assigned work appropriate to their job classification. The parties agree that staff will not be assigned work substantially outside of their job classification on an ongoing basis, as per the 3rd paragraph below.

Claims of work outside their job classification as identified by the Union are to be submitted to Compensation Services with copies sent to the Director of Human Resource Services and the staff member's department head. The claims will be investigated and Compensation Services will provide a written decision within 90 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination. The remedy may include, but is not limited to, appointment to an acting position, reclassification to another title, payment for the time period when the additional higher-level duties were performed, etc.

If a staff member has performed work substantially outside of his/her job classification for a period of three consecutive weeks, or 25 or more work days in any 12 month period, the staff member will receive pay at the rate of the higher job classification for the period during which substantially higher level duties were assigned.

If the claim is substantiated to be in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by Compensation Services. Should the claim be denied, the Union and the staff member may request to meet with Compensation Services to discuss the decision. Reclassification may include a

temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and not subject to arbitration. If appropriate, any implementation will be effective within the next two (2) pay cycles.

b) Job Reclassification

Job reclassification is the formal change in a position's grade due to a substantive change in job content. Reclassification may include a change in job title. Reclassifications may be initiated by either the employer or the Union on behalf of a staff member.

When a reclassification request is initiated by the Union or employer, the appropriate paperwork will be submitted to Compensation Service with copies sent to the Director of Labor Relations. A decision will be rendered on the application within ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of Compensation Services will be final and not subject to arbitration.

c) In Grade Salary Adjustment

In-grade salary adjustments may be used by management to provide increases to employees who experience a demonstrable increase in their job duties or who have fallen behind in pay according to market factors.

Requests for In-Grade Salary Adjustments will be made in writing, by the Union, to Compensation Services, with copies sent to the Director of Labor Relations. A written decision shall be rendered in ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of Compensation Services will be final and not subject to arbitration.

3.03 Promotions and Transfers:

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

Staff members may bid online on any open position for which they qualify provided those positions are not being reserved for staff members affected by a layoff or intradepartmental postings.

All regular vacant bargaining unit positions that the University intends to fill will be posted through the University Human Resources Online Employment Application Process. The announcement of the position vacancy will be posted daily online. Interested internal candidates must apply through the University Human Resources Online Employment Application Process. Computer Kiosks for the purpose of accessing job vacancies will be available at each Human Resources Office.

Beginning thirty (30) days after ratification of this agreement, each internal applicant within a department who applies during the first five (5) days of posting for a higher classification within the same department, as identified on the position posting, shall be interviewed.

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

The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position. Any dispute regarding this paragraph shall be grievable to Step Two of the grievance procedure with the decision at Step Two being final and binding.

Staff members who wish to transfer within the same Department in the same title must submit a request on the University's web-based tracking system. Within five (5) business days of the posting, they must notify in writing and/or e-mail of the transfer request to the immediate supervisor and appropriate HR Generalist of the vacant position. The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal candidates. Should the staff member be denied the transfer, said denial may be appealed to the Director of Human Resource Services who will consult with the Director of Labor Relations or designee, prior to rendering a decision within five (5) days of the denial. The Director of Human Resource Services shall render a decision on the appeal prior to any job offer being made to another candidate.

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

At the time of promotion, a staff member shall be provided the opportunity to negotiate his/her salary increase and shall receive written notice of final salary offer. Acceptance of the position constitutes acceptance of the salary, and the amount of the promoted staff member's salary shall not be subject to the grievance procedure. This provision shall not result in any promoted staff member being placed off guide.

Voluntarily transferred and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Reclassifications and involuntary transfers within a Department do not serve a probationary period. Such staff member shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period.

At any time prior to the end of probation, the staff member may return to his/her former position, provided that it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for six months. Should the staff member fail probation, the University shall return the staff member to his/her former position if it is still available.

Should the staff member's position not be available, the employee may be offered a vacant position to the classification of the former title held by the employee before the promotion, if one exists on the campus. If the vacant position is in a different department, the employee must serve a 90 calendar day probation period. If not, the employee will be placed on the recall list for one year.

3.04 Reassignment:

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

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

When a reassignment is deemed necessary, the University will ask for volunteers. However, the final decision on which employee is to be reassigned resides with management and is not grievable. The Department shall notify the employee in writing, of the reason and status (permanent or temporary) for the reassignment. Except in the case of

an emergency, the employee shall receive two (2) weeks notice of a reassignment, or three (3) weeks notice if the reassignment is to another campus.

3.05 Evaluations:

The annual staff performance evaluations will be done on a prompt and timely basis. Staff members shall have the option to provide a self-evaluation or written comments to their supervisor in anticipation of their annual performance evaluation. Any staff member electing this option must provide the self-evaluation or written comments no later than three (3) days prior to the annual staff performance evaluation. At the time of the evaluation, the staff member will be provided a copy of his/her job description. The staff member being evaluated will be provided a copy of his/her performance evaluation and will have five (5) calendar days to review the evaluation. By the conclusion of the time period, the staff member may add his/her comments to the performance evaluation and shall sign the performance evaluation. Comments added by the staff member shall be attached to the evaluation and included in the staff member's Personnel file in Human Resources.

If comments are not made within this period, or the staff member does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or where the time for the employee to sign has passed, no additional comments will be added to the evaluation other than notation of the refusal to sign.

Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient and that their merit increment may be delayed or denied (in any fiscal year in which merit increments are given). Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues in a timely manner after such deficiencies are observed. Such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided, and a merit increment is delayed or denied, the staff member shall receive a merit increment. In addition, the Campus Labor Relations Coordinator shall advise the issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-evaluation. During this assessment period, the supervisor shall meet with the staff member to review his/her performance and the status of the corrective action plan.

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

ARTICLE 4. EMPLOYEE STATUS

4.01 Classification:

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

4.02 Regular Full Time Staff Member:

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

Regular full-time exempt staff will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments.

Regular full-time staff shall be eligible for all benefits pertaining to full-time status.

4.03 Regular Part Time Staff Member:

A staff member who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will work twenty (20) hours or more per week but less than the Full Time equivalent for the position. A part-time staff member shall be eligible for pro-rated benefits. In addition, part-time staff shall be eligible for health insurance, as per State Legislation and the State Health Benefits Commission.

4.04 Regular Versus Temporary Employment:

When a staff member is hired or transfers into a position, such staff member shall be advised as to his/her status as either a regular or temporary staff member. Temporary staff are hired for a period of time not to exceed twelve (12) months in the same position, are not eligible for any benefits except those required by law. If the staff member works beyond the twelve (12) months in the same position, or if the position is filled by a temporary employee beyond the twelve (12) months, the position shall be posted for bidding or closed. On a quarterly basis, the Union shall receive a list of temporary assignments including the date of the assignment.

4.05 Probationary Period:

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

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

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

4.06 Personnel Files:

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

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

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

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

4.07 Seniority:

A. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.

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

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

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

If there is a facility closure, the affected employees shall be treated as laid off staff.

1. Bumping and Vacancies

Bumps shall be only as per the procedure below. Staff members shall be able to exercise bumping rights provided that they meet the requirements for the position.

A list of vacant positions will be available for review in the campus Human Resources offices.

A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list. In situations where a higher paid staff member bumps an employee earning a lower salary, departments are encouraged to attempt to match the bumping staff member's current salary, but in no event may the salary offered be less than the salary of the staff member being bumped. In situations where a staff member is placed in a vacancy pursuant to "a", "b" or "c" below, departments are encouraged to attempt to match the staff member's current salary, but in no event may the salary offered be less than the amount budgeted for the offered position if such would represent a salary reduction for the staff member.

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

Staff members who have received layoff notices will be offered vacant positions as described in 4.07 a, b, and c, below prior to such vacancies being offered to staff members on the recall list.

The University shall prepare layoff/bumping notices and serve the layoff/bumping notices to the staff member copying the Human Resources Generalist and the Union.

Upon receiving written notice of a layoff, the staff member will reply in writing to the Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether h/she wishes to accept layoff or to exercise his/her bumping and vacancy rights.

When an individual is identified for lay off, the staff member will follow the process below:

a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.

b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in his/her current title on the campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.

c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title first or immediate prior UPAE title University-wide, or any other title they are qualified for (so long as filling the vacancy does not result in a promotion). If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "d" below. No Probationary period.

d. Fourth, if the employee is not placed in a vacancy pursuant to "a", "b" or "c" above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "e" below. Probation if an employee has less than 10 years seniority.

e. Fifth, if the opportunity to bump is not available pursuant to "d" above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "f" below. Probation if an employee has less than 10 years seniority.

f. Sixth, if the employee is not offered the opportunity to bump pursuant to "e" above, the employee may bump the least senior employee in his/her immediate prior UPAE title campus-wide. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Probation if an employee has less than 10 years seniority.

g. If an employee is not offered an equivalent vacancy or is not eligible to bump pursuant to "d" through "f" of this article, the employee may then opt to fill a vacancy in a lower classification if his/her job title at the time of layoff is included in one of the Job Series listed in Appendix B. If there is no such vacancy available in his/her Job Series, the employee may bump down into a lower classification in the Job Series. Either of these moves will constitute a voluntary demotion, and the employee will no longer have rights to a position in his/her title at the time of layoff, or to a previously held title. There will be no probationary period for employees with 10 or more years of consecutive UMDNJ/RU experience.

h. Employees who exercise rights under provisions "a" through "c" above will not be required to serve a probationary period. Employees with ten (10) years of University experience and who exercise rights under provisions "d" through "g" above will not be required to serve a probationary period.

Vacancies shall be filled first before bumping. A list of vacancies shall be available for review in the campus Human Resources office.

Part-time staff members may not bump full-time staff members, however, they may bump other part-time staff at equivalent or less hours. Full-time staff may, however, bump part-time staff. Time off benefits for full-time staff bumping into a part-time position will be prorated. Prior to regular staff being placed on the recall list, regular staff may be placed in a vacant temporary position. A staff member placed into a temporary position will continue to be benefits eligible. Regular staff who are placed into a vacancy which is a temporary position may bid on any vacant positions. When the temporary position has ended, the regular staff member will be placed on the recall list for a full year based upon their former title.

A staff member who is placed in a vacancy or bumps into a position other than a temporary position may not bid on a vacant position for a period of six (6) months.

Under no circumstance will a bargaining unit employee be bumped (laid off) from their position by a non-bargaining unit employee.

2. Special Categories of Employees

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

- a) Staff members employed under a J-Visa shall not be eligible for coverage.
- b) Staff members employed under a H-Visa shall have bumping rights only into the same job classification.
- c) Staff members holding research positions may only exercise a bump into a position in his/her own department for which he/she is qualified and only if the project would not be seriously disrupted by the change in personnel. A decision by a Principal Investigator to deny a bump based upon the foregoing may be appealed by the bumping employee to the school's Research Dean. If this appeal is denied, the bumping employee may appeal to the Vice President of Research. The review process will not delay the layoff or the placement of the employee on the recall list. If a staff member in a research position cannot bump into a position in his/her department, he/she can bump into the immediate prior title (non-research) on the Campus or be placed in the immediate prior held title (research) provided there is a vacant position and the staff member is qualified for such position.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President's decision on bumping rights shall be limited to whether the criteria as to which positions shall be exempt from bumping were applied. Should an arbitrator find that the criteria were not applied by the Vice President, then his/her sole remedy shall be to refer the matter back to the Vice President for reconsideration.

- d) Recall of Researchers – By July 1, 2012 the University will create a secure web site to which the resumes of research staff on the recall list may be posted at their request. The University will grant

access to this site to appropriate staff in each research department. Principal Investigators will be advised to review these resumes prior to filling a research vacancy.

If an employee who held a research title is on the recall list, and there is a vacancy in the same title he/she was laid off from which the individual believes they are qualified for, but the employee is not offered the vacancy due to being deemed unqualified, the employee may appeal first to the school's Research Dean. If this appeal is denied the employee may appeal to the Vice President of Research whose decision on this matter will be final, binding and not subject to grievance or arbitration.

3. Notice of Layoff and Information to the Union

The University will provide a minimum of twenty eight (28) calendar days notice of layoff to any regular staff member affected.

Upon receiving a written notice of layoff with rights, the staff member will reply in writing to Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether the member chooses to exercise such rights or elects to be placed on the recall list. If the Department of Human Resources does not receive a response from the staff member within two (2) days, the last of which must be a business day, of his/her being notified of the department within which the employee is being placed or bumped into, then the staff member will be placed on the recall list.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. Such notice shall be provided, by mail, fax or email, within twenty-four (24) hours of the staff member's receipt of the layoff notice. In the event that five or more staff members are laid off within a pay period on a campus, the University shall, upon notification to the Union of the names and job titles of the staff members affected by the layoff, provide the Union with a full up to date seniority list in Excel format.

4. Recall Rights

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

A staff member who has been laid off with rights under this provision will be subsequently notified if a position in his/her former title for which h/she is qualified is now available for re-employment.

All laid off staff who have been employed for at least a year shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off staff member refuse a position when recalled, s/he shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to ten percent (10%) less than the salary of their former position. If more than one (1) staff member in the same job title is laid off, University-wide seniority will be utilized to determine recall rights. Should an employee be recalled to a position on a campus other than the one they were laid off from, the employee has the option of refusing the position and continuing on the recall list (not to exceed one year from the layoff). If the employee accepts the position, s/he shall not have bidding rights for a period of one (1) year.

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

5. Continuity of Services

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

4.08 J-Visa and H-Visa Employees:

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

4.09 Confidential Employees

When new professional confidential titles are created, the University will send a copy to the Union's HIPAA Representative and the Local's Co-Presidents within 30 days of posting, and the Union may request a meeting with Labor Relations to discuss the reasons for the confidential designation. The same notification process shall be followed within 30 days of conversion of an incumbent union member to confidential status. The Union retains the right to challenge such a designation.

ARTICLE 5. WORK TIME

5.01 Normal Workday:

For the purposes of determining the application of any non-exempt staff member's base compensation rate, a regular non-exempt staff member's normal workday will be either eight (8), seven and one-half (7½) or seven (7) work hours as determined by the staff member's position, except if they have been approved to work an alternative work arrangement, pursuant to University policy, when implemented. This hourly rate will also be used to calculate the compensation of regular part-time staff members. All defined workdays for non-exempt staff members shall include rest periods as specified in section 7.16 and a scheduled meal period as specified in section 7.17.

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

5.02 Normal Workweek:

The workweek begins at 12:00 am, Saturday and ends 11:59pm Friday.

5.03 Work Schedules:

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

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

Staff members shall receive as much notice as possible but not less than three (3) weeks notice in writing, except in the event of an emergency, of a change in scheduled hours that requires a staff member to work evening, night or weekend hours on a regular basis. A staff member's schedule shall not be changed for disciplinary reasons, however, the University reserves the right to change an employee's schedule if it is determined the employee needs closer supervision or for operational needs. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected staff members.

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

5.04 Overtime Work; Compensatory Time Off

A non-exempt staff member may request overtime payment or compensatory time off for hours worked in excess of forty (40) hours. The University retains the option of paying non-exempt staff member's overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (F.L.S.A.) for public employment and such compensation will be at the rate of time and one-half (1 1/2).

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

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

5.05 Weekend Defined:

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

5.06 Staffing – State of Emergency Policy:

When an employee is designated as essential, he/she shall be notified. The University shall provide designated employees with a sticker when it becomes available.

If by July 1st of each year a staff member is not notified otherwise, then their status shall remain the same for the following year. Said status is subject to change if operational needs require it.

In situations where staff members are working in facilities controlled by other entities (e.g., the State of New Jersey) and those facilities are closed for any reason (thereby preventing staff members from coming to work) the University agrees to treat the closure period as time worked. In those cases where the facility is open but Rutgers is closed, staff members working in that facility shall report to work.

The parties agree to meet within ninety (90) days of the effective date of this Agreement to discuss issues concerning the University's policy regarding State of Emergency. Issues for discussion shall include the definition of "essential employee", reporting to work responsibilities, and compensation.

Rutgers shall provide the Union with a list of essential employees by November 1st of each year.

ARTICLE 6. MONETARY BENEFITS; TIME WORKED

6.01 a. Base Pay:

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

b. Regular Pay:

An employee's regular pay is the employee's pay rate inclusive of base pay, experience differential, education differential and certification differential, but shall exclude all other differentials and/or pay rates.

6.02 Premium Compensation Rate - Overtime Work:

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

For the purpose of computing overtime, all holidays paid for both unworked and hours of paid leave except sick time, shall be counted as hours worked. Overtime pay and other premium pay shall not be pyramided.

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

6.03 Pay Period:

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

Staff members must opt for direct deposit of their paycheck into their personal bank account. Staff members may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility.

When an error in pay has been made by the Payroll Department resulting in an under payment to the employee, the University will issue a check with the correction within two (2) payroll work days of notification of the error, with proper deductions. When an error in pay not made by the Payroll Department occurs, the correction will be reflected within the two (2) paychecks of receipt of the correction. When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an explanation and discuss a repayment plan, where appropriate.

6.04 Salary Increase Date:

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

6.05 Daylight Saving Time:

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

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.01 Standard Day

For the purposes of monetary benefits for time not worked, a standard day shall be defined as the standard work week hours for that classification (i.e., non-exempt 35 hrs. or 37.5 hrs. or 40 hrs. or exempt a minimum of 37.5 hours) divided by 5. For example, 35 hours per week divided by 5 equals a standard day of 7 hours. This is pro-rated for part-time employees (e.g., 24 hrs per week divided by 5 equals 4.8 hours as a day).

7.02 Holiday Designation:

Effective June 12, 2015, all Full Time staff members will be entitled annually to eight (8) holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The eight (8) holidays are:

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

Effective January 1, 1998, all bargaining unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from unpaid leaves of absence from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive the three (3) float holidays if they did not already receive float holidays for the particular year.

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

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

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

7.03 Holiday Entitlement:

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

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

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

7.04 Holiday Pay:

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

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

7.05 Holidays for Twelve Hour Shift Employees:

All Full and Part Time staff members in active status January 1 of each year will be credited with six (6) float holidays totaling forty-eight (48) hours. Staff members may use these holidays in accordance with University Policy and this Article of the Agreement.

Full and Part Time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (9) University-designated holidays totaling seventy-two (72) hours as per 1. through 4 below:

1. For the period July 1 through November 30 of each year of this Agreement, each staff member will be compensated for all four (4) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in December, and paid in one lump sum at the staff member's hourly rate of pay in effect at the time payment is made.

2. For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated for all five (5) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in July, and paid in one lump sum at the staff member's hourly rate of pay in effect at the time the payment is made.

3. A staff member who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.

4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis, the staff member will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the staff member may owe the University.

7.06 Additional Paid Time Off:

Effective 7/1/2016, staff members shall receive nine (9) days off designated as follows: (a) two personal days (PH); (b) four mandatory leave days (ML) received in November; (c) 3 administrative leave days (AL). Such paid days must be used in the same fiscal year as they were received and are not eligible for payout upon separation.

These leave days may be used for emergencies, personal matters, observation of religious or other days of celebration.

Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the University during the designation of the four Mandatory Leave Days referenced above.

Employees working in facilities/work units that do not shut down during the designated Mandatory Leave Days will not lose the four paid ML days. Rather they will be permitted to take the ML days or a personal day either on the same dates that Rutgers closes, or some other date at the mutual agreement of the employee and their supervisor. If operationally feasible, essential employees who request the use of a ML day on the shutdown day(s) shall have them granted in seniority order. Such requests shall not be unreasonably denied.

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

7.06 Vacation Amount:

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

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

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

7.07 Vacation Accruals:

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

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

7.08 Vacation Entitlement:

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

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

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

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

7.09 Vacation Scheduling:

The vacation period will be the entire year. The staff member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. No part of a staff member's scheduled vacation may be charged to sick time except that if a staff member becomes hospitalized for any portion of that vacation and wishes to have the time hospitalized charged to sick time, he/she must notify his/her department head as soon as possible and request the use of accumulated sick time. Such notifications and requests may be made by telephone, email or letter, but if by phone, should be confirmed by email or letter. No sick time will be credited unless supporting medical evidence verifying the hospitalization is presented by the staff member upon return to work.

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

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

Vacation requests for the period June 1 through November 30 that involve the use of one (1) or more weeks must be planned and requested by February 15th of each year. A written response to the staff member's request will be provided by March 8th. Vacation requests for the period December 1 through May 31 that involve the use of one (1) or more weeks must be planned and requested by September 15th of each year. A written response to the staff member's request will be provided by October 8th. For each vacation period, the staff member will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation time are timely and two (2) or more staff members request the same time period, University seniority will prevail.

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

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

Staff members assigned to units that are open 7 days a week, 24 hours a day, shall not be responsible for providing staff coverage as a basis for approval of requested vacation time, including weekends, unless the vacation is requested after the schedule is posted.

7.10 Sick Leave; Entitlement and Amount:

All staff members shall accrue sick days on the basis of one (1) day per month.

Paid and unpaid sick time will be provided to staff members according to University policy and in conformance to all applicable laws and FMLA guidelines. For employees taking medical/FMLA leave for self, the maximum leave allowed will be six (6) months, unless the employee has paid time accruals exceeding six (6) months, then the maximum leave time shall be up to twelve (12) months. However, staff members hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time.

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

When operationally feasible, employees covered under this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human Resources Compassionate Leave Program.

The University shall provide the Union with an annual statement of donation and usage transactions related to the donated leave bank. The statement will include the following bargaining unit data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted.

7.11 Sick Leave; Notice and Pay:

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

Staff members are required to comply with the departmental call in procedure. A staff member shall be responsible for calling only one designated supervisor at his/her office. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date s/he must call in with a new expected return date.

Staff members taken ill while on duty and who leave their work area with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Staff may be excused without seeking medical attention at the University by their supervisor.

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

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

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

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

7.12 Leave for Death or Serious Illness in Immediate Family:

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to staff members provided they are scheduled to work those days, and provided sick leave or other paid leave is accumulated to the credit of the staff member and is so charged.

Family members are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relative or significant others living in the staff member's household. The definition of family member, parent, and child is as defined by the University's FMLA policy.

In cases where the death of a brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged.

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

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

7.13 Jury Duty Leave Amount:

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

An employee who regularly works the night shift will be paid for the day on which the jury duty is served, if the employee was scheduled to work that night, based on the standard day work hours for his/her job classification.

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

7.14 Jury Duty Leave Procedure:

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

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

7.15 Court Appearance:

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

7.16 Rest Periods:

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

7.17 Meal Period:

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

ARTICLE 8. LEAVES OF ABSENCE

8.01 Basis and Amount:

<u>Type of Leave</u>	<u>Maximum Length</u>
FMLA	52 weeks
Military	In accordance with State and Federal Statute
Academic	6 months
Personal	1 month

8.02 Procedure:

A) Family and Medical Leave.

A medical leave shall be granted upon presentation of a letter to Human Resources from the staff member's personal physician which must state when the staff member's inability to work commenced, nature of the illness or injury and expected date the staff member will be able to return to work. The University may, at

its cost, have the staff member requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

Upon return from leave, the staff member must present to his/her supervisor documentation from the staff member's personal physician indicating the date the staff member has been cleared to return to work, and that the staff member is able to return to work without restriction.

For employees taking medical/FMLA leave for self, the maximum leave allowed will be six (6) months, unless the employee has paid time accruals exceeding six (6) months, then the maximum leave time shall be up to twelve (12) months. Paid sick time accruals must be utilized first, and then vacation accruals and float holidays may be used.

For employees taking medical/FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time may include accrued vacation and float holidays, and up to a maximum of ten (10) days of accrued sick time, utilized first at the employee's option. However, in circumstances where the family member has a catastrophic illness (defined as an illness, injury, impairment, or physical or mental condition that a licensed physician or certified practitioner certifies as life threatening or terminal), in addition to accrued vacation and float holidays (utilized first), employees' accrued sick time or donated sick time may be used for the twelve (12) week maximum allowed.

In accordance with FMLA, the maximum leave allowed for intermittent leave is twelve (12) weeks.

B) Military Leave:

Military leave will be governed by applicable State and Federal Statute.

C) Workers' Compensation:

Effective January 1, 1997 any staff member in this bargaining unit who becomes disabled because of a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent of salary.

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

D) Personal Leave:

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

Requests for personal leaves must be accompanied with the reason for the leave and duration and must be submitted in writing to the staff member's supervisor along with any supporting documentation. Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. A staff member shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval.

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

E) Return from Leave:

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

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

8.03 Leave of Absence, Limitations:

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

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

9.01 Health Benefits:

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 30, 2014.

9.02 Prescription Drug Program:

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

9.03 Dental Plan:

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible staff and their eligible dependents.

9.04 Life Insurance Program:

Life insurance coverage is provided as part of the Public Employees Retirement System (P.E.R.S.) or the Alternate Benefit Program. Both programs are administered by the New Jersey Division of Pensions. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions.

9.05 Pension:

The University is a participant in the Public Employees Retirement System and the Alternate Benefits Program. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. A written description of the PERS Program or Alternate Benefits Program can be obtained from the University's Benefits or local Human Resources Office.

ARTICLE 10. MONETARY BENEFITS MISCELLANEOUS:

10.01 Terminal Benefits :

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

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

10.02 Resignation:

A staff member who terminates by resignation will give the University twenty one (21) days written notice. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

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

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

After submitting a notice of resignation, a staff member shall only be eligible to use a maximum of two (2) leave days within the last three (3) weeks of employment, provided the request(s) for such float holiday(s) are approved. Such request shall not be unreasonably denied.

10.03. Shift Differential:

Effective July 1, 2010 the shift differential for all non-exempt employees will be 2.50.

Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his/her regularly scheduled hours after 3:00 pm or before 6:00am. Shift differentials are not considered to be a part of a staff member's regular compensation rate.

10.04 Experience - Rehire:

A staff member who leaves the University in good standing and is rehired in the same job title within one (1) year of his/her date of separation shall be placed at the same range and step as when the staff member left.

10.05 Continuing Education:

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

The University will grant time off without loss of pay to those staff members approved to attend Continuing Education conferences. With permission from his/her supervisor, exempt staff members shall be entitled to adjust his/her schedule to attend such conferences.

Staff members shall be allowed to complete mandatory, University web-based courses, during regular work hours.

Night shift staff members who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff members will receive a response to their request for participation within two (2) weeks of submission.

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

The University agrees to reimburse staff members for the tuition/registration fees associated with obtaining and/or maintaining "certifications" required by the University or the State of New Jersey for the position in which they are currently employed by the University. Such reimbursement shall be in accordance with Article 10.06 and charged to the employee's tuition reimbursement allowance. Within 90 days of completion of the seminar, the signed certificate/proof of attendance shall be submitted to Human Resources, and reimbursement will be paid within six (6) weeks of submission.

10.06 Tuition Refund:

A) Effective July 1, 2003, the annual maximum reimbursement will be three thousand dollars (3,000) for courses successfully completed with a grade of "C" or better.

Effective 9/1/2000, if a staff member takes a course at a non-Rutgers school that allows for deferred tuition reimbursement, the staff member will not be required to pay the school first and then be reimbursed by the University. Provided that the staff member successfully completes the course with a grade of "C" or better and submits an appropriate invoice, the University shall issue a check to the staff member (within the maximum amounts set forth in this paragraph) and the staff member shall submit such check to the non-Rutgers school. However, it is the responsibility of the staff member to make such payments and the University shall be held harmless from any disputes between the staff member and the non-Rutgers school regarding tuition payments.

B) There will be no reimbursement for incidental fees incurred in the courses.

C) The University will reimburse staff members within six (6) weeks of submission of tuition receipts and grades by the staff member.

D) There shall be no cap on the number of semesters for which a staff member can receive tuition refund.

E) Staff members in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at post-Masters degree "institutes" or equivalent programs in their fields.

F) If a staff member is laid off and has received tuition reimbursement, the staff member will not have to return such reimbursement.

10.07 Uniform Allowance:

Should the University require staff to wear uniforms, but choose not to provide them, the University will then provide full time staff an annual uniform allowance as follows:

FY2015	-	500
FY2016	-	500
FY2017	-	500
FY2018	-	500

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance in the fiscal year.

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or Part Time payments will be based on the staff member's status as of July 1st. The staff member must be in active pay status as of the date of payment.

10.08 On-Call:

A) Effective July 1, 2010 all non-exempt staff members required to work on-call, as defined by the Fair Labor Standards Act (F.L.S.A.), shall receive 3.75/hour.

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

C) An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work, shall be treated in accordance with Article 5.04 of this Agreement.

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

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10.10 Travel Pay:

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

10.11 Cell Phone:

Staff members who make home visits on a regular basis as part of their job duties, such as Public Health Representatives in the New Jersey TB Center, shall receive, upon submission of a bill, up to 100 per year for service costs provided that the department does not provide a cell phone to the staff member.

10.12 Tuition Remission:

Effective the fall semester of 2015, dependent children of HPAAE Local 5094 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C and D.

ARTICLE 11. HEALTH AND SAFETY:

11.01 Health Examination:

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

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

11.02 Employer Obligation:

1. The University will observe and comply with all local, state, and federal health and safety laws and regulations, and shall make reasonable provisions for the safety and health of its staff, free of recognized hazards.
2. The University agrees to provide adequate and regularly maintained sanitary facilities for employees' use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.
3. A staff member must report incidents of unsafe and/or unhealthful conditions to his/her supervisor immediately. The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit staff members.
4. The University will provide safety devices for staff members when deemed appropriate by the University or as required by law. Affected employees shall receive appropriate in-service training on new safety equipment, devices, and materials.
5. The University shall, upon request, provide the Union with the results of all health and safety inspections of the facilities of the University. The University shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/employee complaint and/or grievance. The University will also notify the Union in cases where on-going health and safety hazards which may effect the HPAAE Union membership are discovered.
6. The University and HPAAE agree to discuss problems concerning health and safety in the regularly scheduled Labor - Management meetings. The union will have the right to one (1) representative to the University's Labor Management Health and Safety Committee. The union will have the right to one (1) representative to the University Hospital Safety Committee. Any recommendations concerning improvement or modification of health and safety conditions shall be reported to the appropriate health and safety committee.
7. In the interest of maximizing safety and staff well-being, the Rutgers and the HPAAE agree that the views and recommendations of the employees covered by this Agreement will be heard and considered in the decision-making process within the University. In furtherance of this goal, the University agrees that representatives of the HPAAE shall be a part of Committees that are developed to discuss strategies and identify solutions that would address issues concerning safe patient handling, ergonomics, violence prevention, needle safety, and protective equipment and clothing. The Union will have the right to one (1) representative on each of these Committees. Should more representatives be interested in participating in a Committee, such requests shall be made to the Chair of the Committee, and will not be unreasonably denied.

ARTICLE 12. EMPLOYEE FACILITIES:

12.01 Parking:

Beginning July 1, 1993 and for every fiscal year until a successor Agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary as of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

Parking fee reimbursements shall be paid in pre-tax dollars.

ARTICLE 13. NO STRIKE/NO LOCKOUT:

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

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

ARTICLE 14. DISCIPLINE:

14.01 Definition:

Discipline shall mean official written warning, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline. A counseling, although in writing, is not to be punitive or considered discipline and shall not be placed in the staff member's central personnel file. Counseling notice is part of the performance improvement process and is an opportunity for management to constructively discuss with a staff member observations made about performance or behavior that is impacting productivity or office morale. Upon the mutual consent of the staff member and his/her supervisor, a union representative may be present.

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

Suspensions without pay of three (3) or more days, written warnings in lieu of a suspension of three (3) or more days, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.02. However, in the event a non-exempt staff member receives a suspension without pay for two (2) days or less, such discipline shall not be arbitrable. No other disciplinary actions shall be subject to arbitration.

The University will notify the Union and the Local Union's Co-President in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or staff member was notified of the action in writing.

With respect to non-exempt staff, the University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the staff member, deduct up to five (5) days from vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension. The use of vacation days by the employee shall not prejudice, in any manner, either the employee's grievance, should one be filed, or an arbitrator's award, should the employee's grievance be upheld.

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

Prior to terminating an employee, the University shall convene a pre-termination meeting and provide the employee with a draft copy of the termination letter. At the meeting the department will review with the employee the reasons for considering termination and the employee will be provided the opportunity to respond to the allegations. The employee, at his/her option, may request a union representative to be present at the meeting. If the employee chooses not to attend, the meeting will resume and the employee will be mailed a copy of the department's final decision. This meeting is separate from the grievance procedure and shall not satisfy any steps in it.

14.02 Grievance Procedure:

A. Definition

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

B. Purpose

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

C. General Provision

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

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

The terms of this Article shall not apply to probationary staff members, except with respect to payroll matters concerning salary and/or benefits. This exclusion shall not apply to regular staff members serving a probationary period due to a change in job title which is included in the negotiating unit, except that under

no circumstances will the University's judgment as to the adequacy of the staff member's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

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

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

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

D. Preliminary Informal Procedure

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

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

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

E. Formal Steps

Step One:

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

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

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

Step Two:

The grievance may be appealed by written notice to the Office of Labor Relations of the University or their representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

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

Discipline that is grieved in accordance with Step One of the Grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination, until the grieved discipline has been resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the Office of Labor Relations or their representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

This provision shall not apply to :

- 1) disciplinary demotion or discharge; and
- 2) discipline for conduct, which in the University's discretion, demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a staff member serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained.

Step Three, Arbitration:

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A (1) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three (3) days or more
2. Written warnings in lieu of suspension of three (3) or more days.
3. Involuntary Demotion
4. Discharge

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

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

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

The arbitrator selected shall be requested to hold the arbitration within one hundred and twenty (120) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

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

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

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

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

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

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

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

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

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

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

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

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

- 1) The University shall notify the Union of its intent to file a scope of negotiations petition no later than sixty (60) days after the University receives notice from PERC of the filing of the grievance. The scope petition shall be filed no later than thirty (30) days after the University sends the Union the notice of intent to file such a petition.
- 2) In the event that either party asserts that a grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the arbitrator and the grieving party an explanation of such an assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.

ARTICLE 15. NON-DISCRIMINATION

Neither the University nor the Union will discriminate against any staff member or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, religion, sex, gender identity and expression, pregnancy, physical or mental disability, sexual orientation, marital status, civil union or domestic partnerships, age, genetic information, or military or veteran status. Neither the University nor the Union will discriminate against any staff member because the staff member is or is not a member of the Union, or because the staff member has filed any complaints or grievances with the University or the Union.

ARTICLE 16. MANAGEMENT RIGHTS.

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

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

ARTICLE 17. SUB-CONTRACTING SERVICES.

If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least five (5) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

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

ARTICLE 18. SUCCESSIONSHIP

The University shall notify the Union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership. The University agrees to provide the union with relevant information sought by the Union for the purpose of adequately representing the membership.

ARTICLE 19. JOINT COMMITTEES.

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

1. University-wide Labor/Management Committee

The University and the Union agree to the establishment of a University-wide Labor/Management Committee. This committee shall consist of ten (10) representatives selected by the Union and ten (10) representatives selected by the University. These committee meetings shall be scheduled in January of each year for the entire year.

The University-wide committee shall meet twice a year to discuss overall, system wide issues of mutual concern to the Union and the University. The Director of Labor Relations of the University shall attend the meetings of this Committee. Administrators or designees from any of the Divisions or Schools of the University will attend these meetings as necessitated by the agenda, which must be submitted to the Director of Labor Relations fourteen (14) days prior to the meeting date.

The Labor-Management Committees shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions.

The University agrees to release from work, if necessary, the members of the Labor-Management Committees, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Human Resources of the members of these Committees fourteen (14) days prior to the first meeting.

2. Unit/School Labor Management Committees

The University and the Union agree to have ad hoc unit/school labor management committee meetings to address issues specific to the units or schools. The schools are: NIMS, RWJMS, SON, SHRP, NJDS, GSBS, SPII. The units are: Central Administration, UBIC (including UCHIC). These meetings will occur on an as needed basis, but should not exceed a total of four (4) in a year.

There shall be representatives of the union (not to exceed 5) and representatives of the University (not to exceed 5). The Union will provide an agenda at least fourteen (14) days in advance of the meeting date, along with a list of employees who might need to be released from work to attend.

ARTICLE 20. WAGES

A) Compensation Plan:

The Parties acknowledge the existence and continuation during the term of this Agreement of a Compensation Plan which incorporates in particular but without limit the following basic concepts:

- 1) A system of position classification with appropriate position description.
- 2) Job descriptions for all HPAAE positions which are in the database shall be provided to the HPAAE within one (1) month of ratification of this agreement. Other current job descriptions shall be provided as they become available or as requested by the Union.
- 3) A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position, if applicable.
- 4) Regulations governing the administration of the plan, including an Employee Performance Evaluation.
- 5) The authority, method and procedures to effect modifications as such are required. It is agreed that during the term of this Agreement, October 1, 2014 to June 30, 2018 the following salary and fringe benefit improvement shall be provided to eligible staff members in the unit within the applicable policies and practice of the University and in keeping with the conditions set forth herein.

Subject to the conditions set forth in the paragraph below and subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following additional benefits, effective at the time stated herein:

B) Wage Program

1. Fiscal Year 2014-2015:

Effective on the first day of the first pay period after ratification of the Agreement, the base salaries of unit members who are on the University's payroll in a HPAAE 5094 negotiations unit position on the day of ratification and who continue to be on the payroll in a HPAAE 5094 unit position on the payment date of the increase shall be increased by \$1,160. The PH and PS salary scales will be adjusted to reflect this increase.

In addition, all unit members who are on the University's payroll in a HPAAE 5094 negotiations unit position on the day of ratification, and who continue to be on the payroll in a HPAAE 5094 position on the payment date of the increase, shall receive a one-time lump sum payment of \$870.00. This payment will be prorated for employees below 1.0 FTE. This payment will not increase the base salaries of unit members.

2. Fiscal Year 2015-2016:

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2%, effective July 1, 2015. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on June 30, 2015 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2015). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2015. The PH and PS Salary will be increased by 2.0%.

3. Fiscal Year 2016-2017

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2%, effective July 1, 2016. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on June 30, 2016 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2016). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2016. The PH and PS Salary will be increased by 2.0%.

4. Fiscal Year 2017-2018

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2.25%, effective July 1, 2017. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on June 30, 2017 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2017). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2017. The PH and PS Salary will be increased by 2.25%.

C) Application of the Subject to Language in Section A.

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

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

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the HPAE negotiations pursuant to paragraph 3 below shall commence within 72 hours:

¹The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations:

2. Along with the Notice provided to the IIPAE pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists:
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

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

3. During the notice period, upon written request by the IIPAE, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the IIPAE may file a 14.02 (A)(1) grievance pursuant to paragraph 5 below.
4. The IIPAE agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the IIPAE may file a grievance under Article 14.02(A)(1) of the Agreement. The grievance shall proceed directly to arbitration under Article 14.02. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Article 20 Section A. The parties designate Arbitrator _____ as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of the "subject to" language contained in Paragraph A of this Article, the parties shall mutually agree upon another arbitrator.

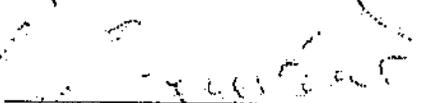
ARTICLE 21. EFFECTIVE DATE AND DURATION

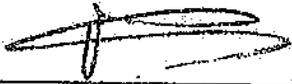
This Agreement, except as otherwise stated shall be effective on October 1, 2014 and shall remain in effect through June 30, 2018. .

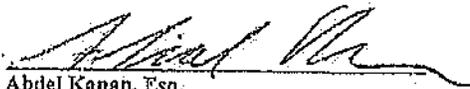
This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2018. . The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than March 1, 2018, or March of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the Office of Labor Relations or their designee. Official notice to IPAE shall be made by addressing the President of IPAE.

IN WITNESS WHEREOF, Rutgers, the State University of New Jersey and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives.

Rutgers, the State University of New Jersey

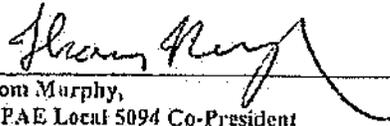

Vivian Fernández
Senior Vice President for Human Resources
And Organizational Effectiveness

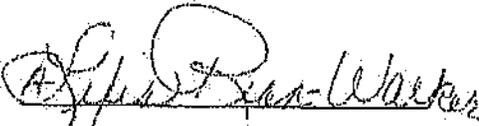

Harry Agnoštok
Associate Vice President for Labor Relations

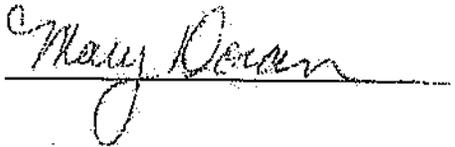

Abdel Kanan, Esq.
Director of Labor Relations, RBHS

Health Professionals and Allied Employees, AFT, AFL-CIO

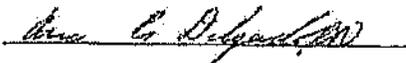

Ann Twomey, HPAE President

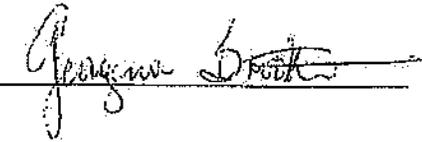
 9/20/16
Tom Murphy,
HPAE Local 5094 Co-President


Alexis Rean-Walker,
HPAE Local 5094 Co-President









Appendix A – List of University Operating Units

For the purposes of Article 4.07, University Operating Units are defined as follows:

1. Newark/Seotch Plains Campus
 - a. NJ Medical School
 - b. NJ Dental School
 - c. School of Nursing
 - d. Graduate of School of Biomedical Sciences
 - fe. School of Health Related Professions
 - gf. Central Administration
 - h.g. UBHC, excluding UCHC
 - i. School of Public Health
2. New Brunswick/Piscataway Campus
 - a. Robert Wood Johnson Medical School
 - b. School of Health Related Professions
 - c. UBHC, excluding UCHC
 - d. School of Nursing
 - e. Central Administration
 - f. Graduate School of Biomedical Sciences
 - g. School of Public Health
3. Stratford/Camden Campus
 - a. School of Nursing
 - b. NJ Dental School
 - c. UBHC, excluding UCHC
 - d. Central Administration
 - e. Robert Wood Johnson Medical School
 - g.
 - f. School of Public Health
 - g. School of Health Related Professions
 - h. Graduate School of Biomedical Sciences
4. UCHC Campus
Inclusive of all prison facilities

Appendix B – Job Series

For the purposes of Article 4.07(g), the following is a list of Job Series* that staff may bump down into:

Staff Assistant

Staff Assistant I	Grade 21
Staff Assistant II	Grade 20
Staff Assistant III	Grade 19
Staff Assistant IV	Grade 18
Staff Assistant V	Grade 17

Accountants

Sr. Accountant	Grade PS 22
Accountant	Grade PH 18

Budget Analyst

Budget Analyst I	Grade 25
Budget Analyst II	Grade 22
Budget Analyst III	Grade 18

Grants & Contracts Analyst

Grants & Contracts Analyst I	Grade 26
Grants and Contracts Analyst II	Grade 24
Grants and Contracts Analyst III	Grade 21

Habilitation Counselors

Sr. Habilitation Counselor	Grade 22
Habilitation Counselor	Grade 19

Nutritionist

Nutritionist I	Grade 24
Nutritionist II	Grade 22
Nutritionist III	Grade 20

Spec Poison Information

Spec Poison Information I	Grade 31
Spec Poison Information II	Grade 30
Spec Poison Information III	Grade 29
Spec Poison Information IV	Grade 28
Spec Poison Information V	Grade 27

Mental Health Clinician*

Mental Health Clinician II	Grade 25
Mental Health Clinician III	Grade 22

Public Health Representative*

Public Health Rep II	Grade 21
Public Health Rep III	Grade 18

(*Where bump is into a position within the same unit/population)



University of Medicine & Dentistry of New Jersey

April 23, 1997

Human Resources

65 Bergen Street, Room 323
University Heights
Newark, NJ 07102-1000

Ann Twomey, President
H.P.A.E.
110 Kinderkamack Road
Emerson, New Jersey 07630

RE: Layoff Notice

Dear Ms. Twomey:

The University agrees to meet with the HPAE at least one week, except in the case of an emergency, in advance of any notice of layoff of HPAE personnel greater than five on a single campus. The purpose of the meeting is to discuss pending layoff situations. At that meeting, the Union is free to set forth its position on the pending layoff.

Very truly yours,

Howard J. Pripas, Esq.
Director of Labor Relations

HJP/mtp

Ann Twomey, President
Health Professionals & Allied
Employees, AFT, AFL-CIO

c: Karen Kavanagh



Health Professionals and
Allied Employees AFF
AFL-CIO

110 Kinderkamack Road
Emerson, NJ 07630
201-262-5003
1-800-901-5095
FAX 201-262-4335

March 25, 1997

Howard J. Pripas, Esq.
University of Medicine and Dentistry of New Jersey
Office of Labor Relations
65 Bergen St.
12th Floor - Suite 1237
Newark, NJ 07107



Re: **Letter of Understanding
Discipline of Exempt Staff Members**

Dear Mr. Pripas:

It is hereby agreed and acknowledged by both the University and the Union that the University has changed its disciplinary policy with respect to exempt staff so that such staff shall not be suspended without pay for less than five (5) days except for infractions of safety rules of major significance relating to the prevention of serious danger to the University and other staff members.

Both parties further recognize that the Union's position on disciplinary policy toward exempt staff is that such staff should not receive a suspension except for an infraction of safety provisions of major significance and that, where the University would, with just cause, otherwise issue a suspension, such staff should be given a "Written Warning in Lieu of a Suspension."

The Union reserves its right to litigate any matter arising out of the University's revised disciplinary policy with respect to exempt staff members.

Please indicate your agreement by your signature below. The signature of the University acknowledges the Union's position, but does not indicate agreement to the position.

Very truly yours,

Ann Twomey
President

AT:ls

Howard J. Pripas, Esq.
Director of Labor Relations
University of Medicine & Dentistry of New Jersey



University of Medicine & Dentistry of New Jersey

Human Resources

May 17, 2000

65 Bergen Street, Room 1217
University Heights
Newark, NJ 07102-3001

Ann Twomey, President
Health Professionals and Allied Employees
110 Kinderkamack Road
Emerson, New Jersey 07630

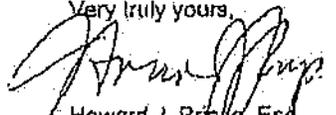
RE: Bumping Rights

Dear Ms. Twomey:

The University will continue to make its best effort to place individuals who do not have bumping rights. A campus Human Resources representative shall meet with such an individual prior to the effective date of layoff to review vacant positions. Further, such an individual shall be guaranteed at least one (1) interview for a vacant position for which they are qualified.

Please indicate your agreement by signature below.

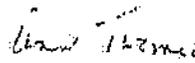
Very truly yours,



Howard J. Pripp, Esq.
Director of Labor Relations

HJP/mp

c: Ronald A. Brooks



Ann Twomey, President
Health Professionals and Allied
Employees/AFT, AFL-CIO

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamuck Road
Emerson, NJ 07630

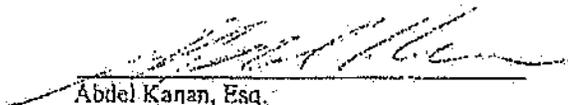
Re: Vacation Carryover

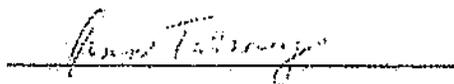
Dear Ms Twomey:

If the union believes the employee is required to carry over vacation accruals in excess of one year because they are not being allowed by the Department to schedule vacation time, they should bring this to the attention of Labor Relations and the matter will be investigated. Labor Relations will discuss the issue with the department and inform them that they must approve excess vacation carryover within the 6-month carryover period. Should the staff member not request vacation, the department may schedule the employee for vacation within the 6-month period.

Please indicate your agreement by signature below.

Very truly yours,


Abdel Kanan, Esq.
Director of Labor Relations


Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

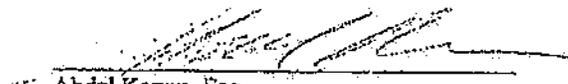
Re: Veteran's Day

Dear Ms Twomey:

The University will agree to meet with the HPAAE review ways to honor and recognize Veteran's Day.

Please indicate your agreement by signature below.

Very truly yours,


Abdel Kanan, Esq.
Director of Labor Relations


Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Vacation Carryover

Dear Ms. Twomey:

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

Annually, in the month of September, the Vice President of Human Resources will send a communication to the UMDNJ schools and units stating that there should be a reasonable approach taken with regards to flexibility of scheduling exempt employees.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Hiring and Promotional Opportunities for Internal Candidates

Dear Ms. Twomey:

The University is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided that internal candidates meet the requirements for a job posting, it is preferred and strongly encouraged that interviews be granted for the internal candidates who applied within the first five (5) days the position was posted.

Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include, but are not limited to, consideration of work performance, time and attendance and demonstrated attributes consistent with the University's Code of Ethics and Conduct. This side letter is not subject to the grievance procedure.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Helpline

Dear Ms. Twomey:

A staff member may file a complaint with the University's Helpline if she/he believes that she/he has been discriminated against or subjected to harassment and/or a hostile work environment. Such complaints will be triaged and forwarded to the appropriate party for further review and resolution.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Research Staff Issues

Dear Ms. Twomey:

The University agrees that the Vice President of Research and HPAAE representatives, not to exceed three (3) staff members and one (1) staff representative, shall meet to discuss research staff issues.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Job Series

Dear Ms. Twomey:

Both parties agree to meet within 90 days of ratification of this agreement in order to discuss and make recommendations for job series within the HPAE 5094 titles for the purposes of bumping rights.

The committee will consist of four (4) members from the Union and four (4) members from management.

Please indicate agreement by signature below.

Very truly yours,

A handwritten signature in black ink, appearing to read "Abdel Kanan", is written over a horizontal line.

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professions & Allied Employees
AFT, AFL-CIO



November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Inclement Weather Policy

Dear Ms. Twomey:

As agreed, please be advised that the University and the Union will continue to work with the UMDNJ Union Coalition to make recommendations regarding changes to the current University Inclement Weather Policy.

Please indicate agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO