

**AGREEMENT**

**BETWEEN**

**COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO  
LOCAL 1031**

**AND**

**STATE OF NEW JERSEY and  
ROWAN UNIVERSITY SCHOOL OF  
OSTEOPATHIC MEDICINE**

**July 1, 2014 to June 30, 2019**

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## **PREAMBLE**

This Agreement is effective July 1, 2014, and is made between the State of New Jersey (“the State”), as the negotiations representative on behalf of Rowan University School of Osteopathic Medicine (“the University”) and the Communications Workers of America, AFL-CIO, Local 1031 (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. This Agreement is intended to contribute to the fulfillment of those responsibilities. The State, the University and the Union recognize that it is in the best interests of the parties that all dealings between them continue to be characterized by mutual responsibility and respect. 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.

The parties agree that the Preamble Clause is not subject to the grievance procedure.

## **1. RECOGNITION**

The State and the University hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations for all terms and conditions of employment for staff members employed by the University (and whose positions were included in the UMDNJ negotiations unit) in the negotiations unit, as certified by the Public Employment Relations Commission in its Certification of Representation dated April 29, 1994 (Docket No. RO-94-68) and as amended by decision of the Public Employment Relations Commission and by the agreement between the parties dated November 4, 1994.

The State and the University recognize the Union as the exclusive collective negotiations representative of any staff member covered by this Agreement.

## **2. MANAGEMENT RIGHTS**

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

Except as specifically abridged, limited or modified by the terms of the Agreement between the University and the Union, all such rights, powers, duties, authority, prerogatives of management and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of staff members are retained by the University.

## **3. UNION STATUS**

### **3.1 New Staff Members:**

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

The Union shall have the right to meet with newly hired staff members, without charge to the pay or leave time of the staff members, for up to 30 minutes, within 30 calendar days from the date of hire. Said meeting shall be during new staff member orientations. If the University does not conduct a new staff member orientation for a newly hired staff member, the Union shall be able to schedule an individual or group meeting on work time to meet with a representative designated by the Union for up to 30 minutes so long as the Union provides at least one week advance written notice to Human Resources and the staff member's manager or immediate supervisor.

Within 10 calendar days from the date of hire of negotiations unit staff members, the University shall provide the following contact information to the Union in an Excel file format or other format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the University, date of hire, and work email address and any personal email address on file with the University. Every 120 calendar days beginning on January 1, 2019, the University shall provide the Union, in an Excel file or

similar format agreed to by the Union, the following information for all staff members: name, job title, University ID, union membership status, full-time or part-time status, classification (salary table and grade), salary, worksite location, home address, work, home and personal cellular telephone numbers on file with the University, date of hire, and work email address and personal email address on file with the University.

Within 30 calendar days of a promotion into the negotiations unit, upon request from the Union, the University shall provide the Union with the newly promoted staff member's name, job title, e-mail address, and department. The Union shall be able to schedule up to fifteen minutes to meet with newly promoted staff members within 30 calendar days of notice of promotion. The Union must get the consent of the unit's member's manager or immediate supervisor with notice to the University Human Resources Office. Such consent shall not be unreasonably withheld.

### **3.2 Union Dues:**

The University agrees to deduct from the regular paycheck of a staff member 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 thirty (30) 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 authorization for dues deduction shall remain in full force and effect during the full term of a staff member's employment, unless properly withdrawn. In order to withdraw from a dues authorization a staff member must submit a written request to withdraw from the Union to the University within 10 days following the anniversary date of his/her employment. Once the University receives the request, it will notify the Union within five business days. The properly filed withdrawal will become effective on the July 1 next succeeding the date on which the notice of withdrawal is filed by the staff member with the University.

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

### **3.3 Transmission of Dues:**

Dues so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of staff members included, the amount deducted, hours worked and their hourly rate of pay. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The 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.



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

The Union shall furnish the University Office of Labor Relations 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 and keep it current.

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 two (2) staff members covered by this Agreement as representatives, who will be recognized by the University in their defined authority to act for the Union.

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

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

Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at CWA Local 1031, 84 Culver Road, Monmouth Junction, New Jersey, 08852. When the Union has mail to be delivered to its officers or representatives, the University's Inter-Office Mail System will be made available provided that priority is retained for University business.

### **3.5 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 representative for such leaves of absence. A total of three (3) days of such leave in the aggregate may be used each fiscal year of this Agreement.

This leave is to be used exclusively for participation in regularly scheduled meetings or convention of labor organizations with which the Union is affiliated or for training programs for Union representatives and for which appropriate approval by the University is required. Written notice from the Union of the authorization of an individual to utilize such leave time shall be given to the staff member's supervisor with a copy to the Office of Human Resources 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 representatives of the Union to attend Union activities. A total of two (2) days in the aggregate of such leave of absence without pay may be used in each fiscal 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 condition and restrictions as leave for Union business with pay provided in this section.

### **3.6 Information and Data:**

A list of supervisory titles and their respective salary ranges shall be appended to the collective bargaining agreement. This is for informational purposes only. The Supervisory Title List shall be edited to include those titles in use at the time of the execution of the Agreement.

The University shall continue to provide the Union with revisions of University and Human Resource Policies that will substantially affect terms and conditions of employment in a timely manner.

The University will provide the Union with the following information for persons hired into bargaining unit titles and scheduled to attend Orientation: name, ID, title, department, union, location, supervisor, job grade. Notice to the Union shall include email or fax to Local 1031 prior to Orientation. The University shall maintain a listing of bargaining unit employees who have separated from the University (including name, university ID, title, hire date, separation date, unit, and salary table), which will be sent to the Union upon request.

### **3.7 Bulletin Boards:**

The University shall provide space on one (1) centrally located bulletin board at the Wellness Center in Stratford, for the exclusive use of the Union.

### **3.8 Union Access to Premises:**

Each staff representative previously designated to the University by the Union shall be admitted to the premises of the University on Union business. Notice of such visitation rights shall be directed to the designated University official and include the general purpose of each visit. Permission for such visits shall not be unreasonably withheld.

Such Union officials shall have the opportunity to consult with staff before the start of the work shift, during lunch or after completion of a work shift. The University will provide accommodations at its facilities for such meeting, provided space is available, requests are made and approved at least ten (10) working days in advance of the proposed date of use and that

liability for the damages, care and maintenance and any costs which are attendant thereto are borne by the Union.

#### **4. PERSONNEL PRACTICES**

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

At the time of hire, each staff member will be informed of his/her current normal workweek and days, current travel requirements, current shift differential, and current on-call requirements. Staff members holding positions that 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 member's terms of employment.

##### **4.2 Outside of Job Classification Work and Reclassifications:**

Supervisors shall be assigned work appropriate to their job classification. The parties agree that Supervisors will not be assigned work substantially outside of their job classification.

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 Resources Services and the Supervisor's department head. The claims will be investigated and Compensation Services will provide a written decision within 120 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination.

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

If an employee is assigned the duties of a higher title for a period greater than 20 consecutive workdays, the Union or the Department may submit a request to Compensation Services to reclassify the position. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the Department and the Union within 120 calendar days from receipt of the request. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and implemented the next pay cycle.

##### **4.3 Vacancies and Promotions:**

Supervisors are eligible for a promotion when there is a vacancy, for which they are qualified, in a higher job classification.

All vacant bargaining unit positions that the University intends to fill will be posted on the University's website. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements, the salary range for the position.

The announcement of the position vacancy will be posted daily online. All staff members shall be eligible to apply as an internal candidate for positions that he/she is qualified for at the University. Interested candidates are to apply online.

All qualified internal candidates who submit timely bids will receive an interview for bargaining unit position vacancies. Upon request, copies of the job description shall be made available.

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

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

Voluntarily transferred and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Such Supervisors shall retain all benefits and rights pertaining to members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probationary period. Should the supervisor fail the probationary period, the University shall return the supervisor to his/her former position if it is still available or will attempt to place the supervisor in a vacancy suitable to his or her work experience. Such vacancy may be at the same or lower level than the title held by the supervisor prior to being transferred or promoted. Should the supervisor's former position not be available and should no suitable vacancy be available, the supervisor will be placed on the recall list.

At any time during the probationary period, the supervisor may return to his or her former position if 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.

#### **4.4 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, his/her salary shall not be reduced below that which he/she would have received had the staff member continued in his/her original position.

#### **4.5 Labor-Management Committee:**

The Union and the University agree to the establishment of a Labor-Management Committee. The committee shall consist of representatives selected by the Union (not to

exceed 2) and representatives of the University (not to exceed 2). The Assistant Vice President of Labor Relations or designee shall attend for the University. In addition, a representative from the administrative offices of the relevant administrative division of the University may attend a specific meeting of the Labor-Management Committee. This meeting will be on a semi-annual basis. Further meetings may be scheduled upon mutual agreement so long as a written agenda is provided by the party requesting the meeting at least one week prior to the meeting's scheduled date.

The Labor-Management Committee shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions. The purpose of the meeting shall be to discuss matters of mutual concern. The Union agrees to supply a proposed agenda to the Assistant Vice President of Labor Relations, at least five (5) business days in advance of the meeting.

The University agrees to release from work, if necessary, the members of the Labor- Management Committee, 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 Labor Relations of the members of these Committees thirty (30) days prior to the first meeting.

The University and the Union agree that campus-based issues may be discussed with the Office of Labor Relations or designee on an ad hoc basis.

#### **4.6 Supervisor Performance Evaluation:**

A. The annual supervisory performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the supervisor will be provided a copy of his/her job description. The supervisor being evaluated will be provided a copy of his/her performance evaluation and will have three (3) calendar days, excluding holidays and weekends, to review the evaluation. By the conclusion of the time period, the supervisor may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the supervisor shall be included in the Supervisor's Personnel file in Human Resources.

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

C. Prior to evaluating a supervisor as a "2" or a "1," the supervisor's manager or immediate supervisor must notify the supervisor that his/her performance is deficient and that he/she may receive no performance based increases. Such notification shall be made through a written memorandum, documented oral warning, and/or written warning/reprimand regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

D. Upon the mutual consent of the supervisor and his/her manager or immediate supervisor, his/her manager or immediate 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 supervisor is not subject to the grievance procedure.

E. The Supervisor's annual evaluation will occur on or about November 1. Each overall evaluation shall fall into one of the following categories: "5" (highest), "4," "3," "2" or "1" (lowest).

F. Each supervisor shall be notified of his/her rating and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and his/her manager or immediate supervisor.

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

H. If a supervisor received a rating of "2," the manager or immediate supervisor shall review the substance of performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps which should be taken to improve performance and shall review with the supervisor any warnings or prior counseling received with respect to performance. The supervisor receiving a "2" will have the right to have a union representative accompanying him/her. Also in attendance will be a representative from Labor Relations. The purpose of the meeting is not to challenge the rating, but to promote the supervisor's understanding of the basis of the rating and appropriate steps for improvement.

The supervisor's performance must be re-evaluated after another three (3) month period (within 90 days). If upon re-evaluation the performance has not come up to a "3" level, the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall also advise the supervisor that failure to improve performance may result in further discipline up to and including discharge.

I. A supervisor receiving a rating of "1" shall not be entitled to receive any increase in compensation. Such performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall review the performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps that should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of supervisors receiving the level "1" evaluation shall be carefully monitored by the manager or immediate supervisor. If performance remains below the "3" level after three months, such supervisor shall be discharged.

J. The supervisor's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).

K. Violation of the procedure set forth above is subject to the contractual grievance procedure.

L. The University agrees that any proposed changes to the above supervisor performance evaluation system shall be negotiated upon request by the Union to the extent required by law.

## **5. SUPERVISOR STATUS**

### **5.1 Classification:**

A staff member will be classified as either (a) regular full-time (b) regular part-time benefits (c) regular part-time without benefits (d) casual or per diem.

### **5.2 Regular Full-time Staff Member:**

A staff member 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 (37-1/2) 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 non-exempt and exempt staff shall be eligible for all benefits pertaining to full-time status.

### **5.3 Regular Part-time Staff Member with Benefits:**

A staff member who is hired to fill a position for an undetermined period of time twenty (20) hours or more each week but less than the full-time equivalent for the position.

Such staff members shall be eligible for pro-rated benefit time as per current University policy, as may be amended from time to time (any changes to said policy will be negotiated upon request by the Union to the extent required by law.) In addition, they shall be eligible for health insurance as provided for under applicable law, and subject to continued approval of the State Health Benefits Commission.

**5.4 Regular Full-Time or Regular Part-Time with Benefits Staff Versus Regular Part-time Staff Members Without Benefits, Temporary, Casual, or Per Diem Staff:** 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 full-time staff member, regular part-time staff member with benefits, regular part-time staff member without benefits, temporary, casual, or per diem staff member.

Regular part-time supervisors hired to work less than twenty (20) hours each week, temporary, casual or per diem staff are not eligible for any benefits except those required by law. Temporary staff are hired for a specified period of time. A casual or per diem staff member has an on-going but intermittent employment relationship with the University.

### **5.5 Probationary Period:**

A. All supervisors shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days.

B. Following a voluntary transfer or promotion, staff members shall serve a ninety (90) calendar day probationary period. The University reserves the right to extend the initial

probationary period up to an additional ninety (90) days. Any staff member who fails such a probationary period shall be eligible to return to his/her permanent title only if both of the following conditions are met: (1) either the position left vacant by the staff member's voluntary transfer or promotion remains vacant and unfilled at the conclusion of the failed probationary period or that position was filled on a provisional, interim, temporary or otherwise non-permanent basis; and (2) the staff member receives, from the department head of the department to which the staff member is returning, approval to return to the position.

C. Prior to the start of a probationary period, an employee will be provided with the job description and the department will meet with the employee to review his or her performance expectations. The employee will receive feedback on his/her performance after thirty (30) and sixty (60) days, and if the probationary period is extended, after thirty (30) and sixty (60) days during the extended period. Notice of an unsatisfactory probation appraisal for a voluntarily transferred or promoted supervisor will be provided to the Union.

D. A newly hired supervisor'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.

E. If at the conclusion of a probationary period a promoted or voluntarily transferred supervisor is rated unsatisfactory, the supervisor will be provided with a statement setting forth the reasons for the unsatisfactory rating.

F. Probationary supervisors 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.

#### **5.6 Personnel Files:**

A staff member shall, within five (5) working days of a written request to the University Office of Human Resources, have an opportunity to review his/her Human Resource file in the presence of an appropriate official of the University office of Human Resources to examine any criticism, commendation of 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 herein. The University will honor a request made by a staff member for a copy of any derogatory item, the Employment application, resume, performance evaluations or any correspondence addressed to the staff member contained in the central Personnel file. The staff member will be charged Human Resources prevailing rate for any copies.

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

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



## 5.7 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 staff members prior to July 1, 2013 shall be based on their date of hire with University of Medicine and Dentistry of New Jersey

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:

1. Seniority will prevail in layoffs due to economic reasons or reorganization.
2. Within their respective departments/work units, regular staff members shall not be laid off before temporary or newly hired probationary staff members in the same job classification.
3. Bumping Rights
  - a. First, a staff member identified for layoff will be offered the opportunity to fill a vacancy in his/her current title at the University. If the staff member chooses not to accept the vacancy offered, the staff member may opt to be placed on the recall list.
  - b. Second, if a vacancy pursuant to "a" above is not available, the staff member will be offered the opportunity to fill a vacancy in his/her immediate prior title, within his/her current operating unit first, and if nothing is available within the operating unit, at the University. If the staff member chooses not to accept the vacancy offered, the staff member may opt to be placed on the recall list.
  - c. Third, if the staff member is not placed in a vacancy pursuant to "a" or "b" above, the staff member may bump the least senior employee in his/her current title at the University. If a staff member opts not to exercise his/her bumping rights under this section, the staff member may opt to be placed on the recall list. If the staff member is unable to bump under this section, the staff member may exercise rights under "d" below.
  - d. Fourth, if the opportunity to bump is not available pursuant to "c" above, the staff member may bump the least senior employee in his/her immediate prior title within his/her current operating unit first, and if nothing is available within the operating unit, at the University. If a staff member opts not to exercise his/her bumping rights under this section, the staff member may opt to be placed on the recall list.
  - e. A staff member on the recall list shall be provided with access to

postings of non-civil service vacancies at the Rowan Main Campus for informational purposes only.

- f. 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 10% below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.
- g. Part-time staff members may not bump full time staff members, however, they may bump other part-time staff members at equivalent or less hours. Full-time staff members may, however, bump part-time staff members. Time off benefits for full-time staff members bumping into a part-time position will be prorated. Prior to regular staff members being placed on the recall list, regular staff members may be placed in a vacant temporary position. A staff member placed into a temporary full-time position may continue to be benefits eligible. Regular staff members 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 his/her former title.
- h. A staff member who is placed in a vacancy or bumps a position other than a temporary position may not bid on a vacant position for a period of six (6) months.

4. Recall Rights:

All laid off staff members shall retain their rights of recall for one year from the date of layoff. Staff members will be recalled based on University seniority.

Laid off staff members have 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.

Should a laid off staff member refuse a position when recalled, he/she 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 10% less than the salary of their former position.

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

- 5. A list of vacant positions will be available for review in the Campus Human Resources Offices.
- 6. Staff members recalled six months or more after being laid off will be required to serve a 90 day probationary period, subject to a 90 day extension, except that a staff member who bumps or is recalled into the same job title within the same department shall not be required to serve a probationary period.

7. Layoff for Special Categories of Staff Members: 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 a research position 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 as determined by the Vice President of Research.

If a staff member cannot bump in the Department, he/she can bump into the immediate prior title (non-research) on the campus.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President for Academic Affairs' 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.

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

8. Information to the Union: The University shall continue the practice of providing the Union with a copy of each layoff notice sent to staff members. The notice shall be provided to the Union within 24 business hours of service of the notice to the individual staff member. In the event that five or more staff members are laid off within a pay period on campus, the University shall, upon notification to the Union of the names and job titles of the staff member affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles.
9. 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.

## **6. WORK TIME**

### **6.1 Normal Workday:**

For the purpose 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 (7-1/2) or seven (7) work hours as determined by the staff members position.

This hourly rate will also be used to calculate the compensation of regular part-time staff members. All defined workdays for non-exempt staff members, staff shall include a scheduled meal period as specified in Section 8.15.

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

## **6.2 Normal Workweek:**

The workweek begins at 12:01am, Saturday and ends midnight Friday.

## **6.3 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 Float Holidays. The University will respond in writing to all written requests within one (1) week of submission.

When there are vacancies on shifts, supervisors desiring a change in shift will submit such requests to their department, and shall apply for the position on line. Such requests shall be given preferential treatment in the supervisor's order of seniority, subject to consideration of the employee's qualifications to perform the duties of the position and the operational needs of the University.

Supervisors shall receive no less than two (2) weeks notice, except in the event of an emergency, of a change in scheduled hours that requires a supervisor to work evening, night or weekend hours on a regular basis. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected staff. If possible, and where determined by the University to be appropriate, the University will seek volunteers to change to new department schedules as set forth in this paragraph. A volunteer may be assigned such new department schedule, provided he/she is qualified to perform the work at issue.

## **6.4 Overtime Work and Compensatory Time Off:**

A non-exempt staff member may request overtime payment or compensatory time off for hours worked in excess of his/her work week. The University retains the option of paying non-exempt staff members overtime or granting compensatory time off as provided for in the Fair Labor Standards Act (F.L.S.A.) for public employment.

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

Bargaining unit employees may be permitted to take at least two (2) compensatory days per month, provided that the employer approves of said request within its sole discretion, and based upon its operational needs.

## **6.5 Weekend Defined:**

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

## **7. MONETARY BENEFITS: TIME WORKED**

### **7.1 Regular Compensation Rate:**

A staff member's regular compensation rate is his/her base rate of pay and does not include any differential, premiums or bonuses.

### **7.2 Premium Compensation Rate – Overtime Work:**

#### **1. NON-EXEMPT STAFF**

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 (1-1/2) for all time worked in excess of forty (40) hours for the week. Such overtime shall be compensated, at the University's option, either by (a) payment, or (b) compensatory time off.

For the purpose of computing overtime, all time worked on a holiday will be counted toward computing overtime. This will not affect the payment of the holiday premium paid for working a holiday. All holidays paid for but not worked will not be counted as time worked for the purpose of computing overtime.

#### **2. EXEMPT STAFF**

Exempt staff members are not eligible for overtime payment. Compensatory time off for exempt staff members shall be in accord with current university policy.

### **7.3 Pay Period:**

Frequency of payment will continue as heretofore. Proof of payment via direct deposit shall be made available on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated.

Staff members will be paid via direct deposit of their paycheck into their personal bank account. When an error in pay has been made, the University will issue a check with the correction no later than the next pay period following notification of the error, with proper deductions. Records of pay shall be provided upon request.

### **7.4 Salary Increase Date:**

Salary increases that may be delayed will be paid retroactively to the date upon which the increase is scheduled to take effect.

### **7.5 Daylight Savings 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 one (1) hours pay at either straight time or at time and one-half (1-1/2) depending on the hours worked that week. 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, he/she will be compensated for the time actually worked.

## **8. MONETARY BENEFITS: TIME NOT WORKED**

### **8.1 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 hours, or 37.5 hours, or 40 hours, 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 hours per week divided by 5 equals 4.8 hours as a day).

## **8.2 Holiday Designation:**

The number of holidays will be fifteen (15) holidays. The fifteen (15) holidays are:

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas
Independence Day	Float Holiday (6)

The six (6) float holidays will be issued to those full-time and part-time staff members who are in active pay status as of January 1<sup>st</sup> of each year.

Except in the case of an emergency, a request for float holiday must be submitted to the staff member's manager or immediate supervisor for review and approval at least five (5) days in advance of its intended use.

All staff 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 leave of absences from July 2 – December 31 (individuals returning from leave from January 2 to July 1 will only receive the three float holidays if they did not already receive float holidays for the particular year).

Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but no officially recognized University holidays).

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

For staff members subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur, e.g., if Christmas falls on Saturday, it shall be observed on Saturday. For staff members 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 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.

## **8.3 Holiday Entitlement:**

The University shall have the right, at its sole discretion, to require any staff member to work on

the holidays specified above. The University agrees to assign holidays off on an equitable and rotational basis.

If the holiday falls on a staff member's day off, he/she 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 be scheduled 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.

#### **8.4 Holiday Pay:**

A. Non-exempt staff members who are required to work on a holiday shall be paid at the rate of time and one-half (1-1/2) their base rate of pay for all hours worked. In addition, they shall receive either a scheduled day off or be credited with one (1) day of compensatory time.

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

C. Non-exempt staff members required to work on the following holidays will be paid at the rate of time and one half (1-1/2) of their basic rate of pay for all hours worked. In addition, the non-exempt staff members shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

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

D. Non-exempt staff members who are required to work on Good Friday or the Day after Thanksgiving shall be paid at straight time for all hours worked. In addition, the non-exempt staff member will receive a scheduled day off or be credited with one day compensatory time.

E. Holidays for Twelve Hour Shift Staff

1. All full and part-time staff members in active status January 1 of each year will be credited with six (48 hours) float holidays and may use these holidays in accordance with University Policy and this Article.

2. Full and part-time staff members that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine holidays (72) hours. University designated holidays are as follows:

a. For the period July 1 through November 30 of each year of this

Agreement, each staff member will be compensated in a lump sum payment in December for all four (4) University designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday will not receive compensation for such holiday.

- b. For the period December 1 through June 30 of each year of this Agreement, each staff member will be compensated, in a lump sum payment in July, for all five (5) University designated holidays which fell within this period while the staff member was actively employed. A staff member not in active status on a day designated by the University as a holiday, will not receive compensation for such holiday.
- c. A non-exempt staff member scheduled to work on a contractually designated holiday will be compensated, at the rate of time and one-half at his/her base rate of pay or at his/her regular rate of all hours worked, depending on the holiday (See 8.02C and 8.02D).
- d. Upon termination of employment or upon transfer out of the twelve (12) hour shift, 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.

**8.5 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 16<sup>th</sup> of the month and will change effective the following month if the staff member's anniversary date is the 16<sup>th</sup> of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals.

**8.6 Vacation Accruals:**

Length of Service	Annual Rate Per Month
0 – 10 Years	One and one quarter Days (1-1/4 Days)
11 – 20 Years	One and two thirds Days (1-2/3 Days)
21 Years and Greater	Two and one twelfth Days (2-1/12 Days)

A staff member will be paid for vacation at his/her base rate of pay.

**8.7 Vacation Entitlement:**

All regular Part-time staff members 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 when a staff member is on an unpaid leave except that he/she will receive credit for the month the leave commenced provided the leave commenced on or after the 16<sup>th</sup> and will receive credit for the month he/she returns from leave provided the staff member returns on or prior to the 15<sup>th</sup> 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 his/her estate less any overdrawn sick time allotment.

### **8.8 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 manner designed to ensure the effective and efficient operation of the University, including staffing needs. No part of a staff member's scheduled vacation may be charged to sick time.

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

A staff member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding year.

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

Failure to submit a vacation request by February 15<sup>th</sup> will result in loss of seniority status as it relates to vacation requests for the upcoming year. Any vacation requests submitted after February 15<sup>th</sup>, 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 with the department head/designee. A written response to the 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 required to find replacement coverage for themselves as a condition of approval of requested vacation time, including weekends, unless the vacation is requested after the schedule is posted. Notwithstanding the above, the University has at all times the discretion to deny vacation requests based upon its operational needs, including staffing.

**8.9 Sick Leave, Entitlement and Amount:**

All staff members shall accrue days on the basis of one day per month. Sick pay and leaves of absence (including donated leave) shall be in accordance with applicable University policies and in conformance with all applicable laws.

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

**8.10 Sick Leave Notice and Pay:**

A staff member will be paid for sick leave at his/her base rate of pay.

Staff are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless they have already indicated to his/her manager or immediate supervisor an expected return date. If the illness extends beyond the expected return date, he/she must call in with a new expected return date.

Supervisors taken ill while on duty and who leave their work area with their manager'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.

Supervisors may be excused without seeking medical attention at the University by their manager. Any non-exempt supervisor identified as an attendance abuser, in accordance with the University's Attendance Policy, will not be paid for time spent on the University's premises while seeking medical treatment. Such time will be unpaid.

Staff members may use paid sick leave in accordance with Article 9.02A

Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at a rate of one-half (1/2) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

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

**8.11 Leave for Death or Serious Illness in Immediate Family:**

At the time of a death of an immediate family member, up to three (3) consecutive work calendar 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.

Members of the immediate family are defined as spouse, children, parents, grandparents, grandchild, brothers or sisters, parents-in-law or other relative or significant others residing in the staff member's household.

In cases where the death of brother or sister-in-law, aunt or uncle, niece or nephew occurs, up to one calendar day off with pay will be granted to attend the funeral services, provided vacation, personal, or compensatory time is accumulated to the credit of the staff member, and is so charged. Where no such paid time off is available, a staff member may take up to one calendar day of unpaid leave to attend the funeral services.

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 applicable law.

Regular Part Time staff will receive prorated benefits.

**8.12 Jury Duty Leave Amount:**

Supervisors shall be granted necessary time off, at their base rate of pay, when they are summoned and perform 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 workday or workweek for the supervisor.

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 schedule in question is subject to managerial discretion.

The receipt of a notice to report for jury duty must be reported immediately to the supervisor's manager or immediate supervisor.

**8.13 Jury Duty Leave Procedure:**

The supervisor shall notify his/her manager or immediate 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 supervisor would have worked, he/she must immediately notify his/her manager or immediate supervisor and may be required to report to work.

**8.14 Court Appearance:**

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

**8.15 Leave of Absence Limitation:**

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

**8.16 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 be granted a meal period, during which time they shall remain available to respond to calls from the employer, unless the employee arranges for qualified coverage in his or her absence.

**8.17 Inclement Weather:**

- a. All staff members are subject to University policy governing absences or lateness, and any revisions thereto.
- b. Staff members required to remain at work when there is an early closing, or required to report to work when the University is closed, will be paid at their normal rate of pay during their regular shift, and before or after the shift, paid any eligible compensation pursuant to this Agreement.

**9. LEAVES OF ABSENCE**

**9.1 Basis and Amount:**

Type of Leave	Maximum Length
Military.....	In accordance with State and Federal Law
Family.....	In accordance with State and Federal Law
Personal.....	1 month

**9.2 Procedure:**

**A.** Family and Medical Leave: Family and medical leave will be governed by applicable State and federal statutes. This provision outlines the procedure the University follows for staff members who are eligible for family and medical leave under the law.

Except for reasons of health and safety or inability to perform the job, a pregnant staff member shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.

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.

For staff members taking FMLA leave paid sick time accruals must be utilized first, then float holidays and vacation accruals must be used.

Staff members hired prior to January 1, 1983, with accrued sick time exceeding twelve (12) months will be entitled to use all such time.

With the exception of approved intermittent leave, upon return from FMLA leave, the staff member must present to Human Resources documentation from the staff member's health care provider 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,

subject to applicable law.

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

**C. Workers Compensation:** Staff members in this bargaining unit who become 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. 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 for up to one month. 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.

**E.** 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 manager or immediate supervisor along with any supporting documentation.

**F.** 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 bonafide emergency. The University shall have the right to require proof of an emergency as a condition for approval. Personal leave must be approved by a department head and Human Resources. Final approval shall be made by Human Resources, and its decision shall be final and binding and not subject to the grievance and arbitration process

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

**G. Return from Leave:** The University shall place a staff member returning from an unpaid leave of six (6) months or less in his/her 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 his/her scheduled date of return and without securing permission from Human Resources 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.

## **10. MONETARY BENEFITS: HEALTH BENEFIT, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, EYE CARE PROGRAM, LIFE INSURANCE, PENSION DISABILITY, PARKING, TUITION REFUND**

### **10.1 Health Benefits:**

All members of the unit who are eligible for the State's health insurance pension/life insurance benefits shall be provided with these benefits on the same basis and to the same extent provided to all State staff members whose contracts expired June 30, 1999.

Should negotiations or legislative action change these benefits for State staff members during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover Part-Time (less than 35 hours per week) staff members, the University will not continue such coverage.

**10.2 Prescription Drug Program:**

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

**10.3 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.

**10.4 Life Insurance Program:**

Life insurance coverage is provided as part of the Public Employee Retirement System (PERS), 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.

**10.5 Pension:**

The University is a participant in the Public Employee Retirement System (PERS) 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 is available on-line at the University website, the State Health Benefits website, and can be obtained from the University's Office.

**10.6 Temporary Disability Plan:**

The University agrees to include staff in this unit in the State of New Jersey Temporary Disability Plan. It is a shared cost plan that provides payments to staff members who are unable to work as the result of non-work connected illness or injury and who have exhausted their accumulated sick leave.

**10.7 Parking:**

For every fiscal year until a successor agreement is concluded, the parking fee for all staff members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. Staff hired during any fiscal year shall pay a parking fee for the remainder of the fiscal year based on their salary at the time of hire.

**10.8 Tuition Refund:**

Staff members shall be covered by the University's Tuition Waiver program and Tuition for Dependents, Spouse, Domestic, or Civil Union Partner, and any revision thereto.

## **11. MONETARY BENEFITS MISCELLANEOUS**

### **11.1 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) Three (3) weeks notice or compensation at the staff member's regular compensation rate to the extent such notice is deficient.
- b) Accrued but unpaid vacation and compensatory time to the staff member's termination date.

### **11.2 Resignation:**

A staff member who terminates by resignation will give the University three (3) weeks written notice. Staff members who resign will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced but not accrued.

Staff 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 float holidays within the last three weeks of employment, provided the requests for such float holidays are approved.

### **11.3 Identification Cards:**

The University shall furnish identification cards to all staff members. Lost cards shall be reported immediately. The staff member shall be responsible for paying for the replacement of lost cards at the then prevailing rate.

### **11.4 Continuing Education:**

A supervisor may request in writing to his/her manager or immediate 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 supervisors approved to attend Continuing Education conferences.

Night shift supervisors 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 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.

### **11.5 Uniform Allowance:**

Should the University require staff members to wear uniforms but choose not to provide them, the University will then give an annual uniform allowance.

Full Time Staff - \$500

Part Time Staff - \$250

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

**11.6 On-Call:**

A. Non-exempt staff required to work on-call, as defined by the Fair Labor Standards Act (F.L.S.A.), will be compensated as required by the Act. The rate for on-call compensation will be \$3.50/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 6.04 of this Agreement.

**11.7 Shift Differential:**

Effective July 1, 2014 and for the duration of this Agreement, the shift differential will be \$2.00/hour for all non-exempt staff members.

The shift differential will be paid to eligible staff members for complete shifts only and provided that they work half or more of their regularly scheduled hours after 3:00 pm or before 6:00 a.m.

**11.8 Reimbursement for Travel:**

Travel expenses will be reimbursed to staff members as per University Policy.

**12. HEALTH AND SAFETY**

**12.1 Health Examination:**

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

Staff members 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.

**12.2 Employer Obligation:**

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

The University shall make reasonable provisions for the safety and health of its supervisors and will observe all applicable health and safety laws and regulations. The University will provide



safety devices for supervisors when deemed appropriate by the University or as required by law and will provide a reasonably safe and healthy place of employment.

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

The University and CWA agree to discuss problems concerning health and safety at Labor/Management meetings scheduled pursuant to Article 4.5. Any recommendations concerning improvement or modification of conditions regarding health and safety shall be reported to the University's Safety Committee by the CWA Union's Committee representative.

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/bargaining unit member complaint and/or grievance. The University will also notify the Union in cases where on-going health and safety hazards which may affect bargaining unit members are discovered.

### **13. NO STRIKE/NO LOCKOUT**

The Union and the staff members 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.

### **14. DISCIPLINE AND GRIEVANCE/ARBITRATION PROCEDURE**

#### **14.1 Definition:**

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

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

The University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the supervisor, deduct up to five 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.

All suspensions without pay for exempt employees or suspensions without pay of three days or more for nonexempt employees, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.2. No other disciplinary actions shall be subject to arbitration.

The University will notify the Union in writing of any discipline 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.

Suspensions that are grieved shall be stayed until the issuance of a Step Two decision, unless the University determines that the employee is a threat to the health and safety of himself/herself or others or is a threat to University property. Until the issuance of Step Two decision, discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge.

In the event that an employee serves any portion of a suspension prior to filing a grievance, only the balance of the suspension will be stayed.

#### **14.2 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 bargaining unit 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. 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 newly hired employees serving a probationary period.

All time limits are of the essence and may be extended only by mutual written

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 except for grievances concerning payroll errors, which shall be considered up to two years from the date on which the Union or grievant knew or reasonably should have known about the error.

A grievance which affects a substantial number or class of staff members, or in a case of suspension, disciplinary demotion or discharge, or which the University representative at Step One lacks the authority to settle, may initially be presented at Step Two of the grievance procedure.

#### D. PRELIMINARY INFORMAL PROCEDURE

A staff member may orally present and discuss a grievance with his/her manager or 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 manager or immediate 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:

All disciplinary grievances must be signed by the individual grievants prior to the filing of the Step 1 (or Step II) appeal or within two (2) workdays of the filing of the appeal.

The grievance shall be reduced to writing and submitted to the department head and Office of Labor Relations within thirty (30) calendar days, excluding holidays, from the date upon which the Union or 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 or Union representative only, and shall set forth the nature of the dispute, the relief sought and the specific provision of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within fourteen (14) calendar days, excluding holidays, after its receipt.

##### Step Two:

The grievance may be appealed by written notice to the Assistant Vice President for Labor Relations of the University or his/her representative within ten (10) calendar days, excluding holidays, after the Step One decision was rendered or due.

The grievances filed initially at Step II pursuant to the fifth paragraph of 14.2C, must be filed within thirty (30) calendar days of the date upon which the Union or staff members first gained or should reasonably have gained knowledge of the action which is the subject of the grievance.

The Assistant Vice President for Labor Relations or his/her representative will

convene a hearing within thirty (30) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The staff members may be represented at such hearing by the Union representative or designee. The Assistant Vice President for Labor Relations or his/her representative will render a decision within thirty (30) calendar days from the date of the conclusion of the hearing.

**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 as defined as arbitrable in section 14.1, paragraph 4, [then] a request for arbitration may be brought only by the Union within thirty (30) calendar days from the date the Union receives the Step Two decision. The request for arbitration shall be submitted in writing to the State of New Jersey, Office of Labor Relations by fax or email with a copy sent to the Assistant Vice President of Labor Relations.

The parties shall mutually agree upon a panel of three (3) or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a case or cases. The arbitrator's daily fee shall not exceed \$1,000, and his/her cancellation fee shall not exceed \$500. When a member of the panel is unable to serve, another member shall serve by random selection. The University and Union may remove any member of the arbitration panel through written notice to the other, provided that the arbitrator shall finish serving as arbitrator on any matter for which s/he was selected to so serve but has yet to render a final decision, unless both parties agree to remove him/her before such time. In the event the parties agree on less than three (3) arbitrators, those arbitrator(s) agreed upon by the parties shall serve by random selection until such time as the parties are able to agree upon a full complement of three (3) or more arbitrators. In the event that the parties are unable to agree upon any arbitrators, arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employee Relations Commissions until such time as the parties mutually agree upon a full complement of three (3) panel members.

A transcript of all arbitration hearings may be taken. All fees and expenses of arbitration shall be divided between 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. A charge for a late cancellation shall be borne by the party requesting the cancellation. If the late cancellation was mutually agreed upon in writing by the University and the Union, then the cost shall be shared equally.

In matters of discipline, the arbitrator selected shall be requested to hold the arbitration within one hundred and eighty (180) calendar days from receipt of the request for arbitration 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 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 interpretation and with general

considerations reserved to management by the Public Staff Member Relations Act and case interpretation of the 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 backpay 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.

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 settlement is fully executed. The settlement may contain, if appropriate, either as a term of the settlement, or as an appendix, a statement(s) concerning the implementation of the terms of the settlement.

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.

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.

**15. NONDISCRIMINATION**

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

**16. SUBCONTRACTING SERVICES**

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

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least twenty-eight (28) calendar days notice prior to being laid off.

**17. SALARY/ADJUSTMENT**

**17.1 Correcting Payroll Errors:**

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, shall be corrected within 2 payroll workdays from the time the error is reported to Payroll by the affected staff member.

**17.2 Salary Program July 1, 2014 to June 30, 2019:**

It is agreed that, for the period beginning on the effective date of this Agreement by the parties until the termination of the Agreement, the following salary improvements set forth below shall be provided to eligible staff members in the unit within the applicable policies and practices of the State and University. Subject to the conditions set forth below and subject to the State Legislature enacting appropriations for the specific purposes, the University agrees to provide the following additional benefits effective at the time stated herein.

- A. Effective July 1, 2014, all staff members hired prior to July 1, 2014 will receive a wage increase of 1.75% of salary. Effective July 1, 2014, the WN and WO salary ranges will be increased by 1.75%. There will be no retroactive payments on these increases until the first full pay period after July 1, 2016.
- B. Effective the first full pay period after August 15, 2017, all staff members hired before August 15, 2017 shall receive a wage increase of 2%. Effective the first full pay period after August 15, 2017, the WN and WO salary ranges will be increased by 2%.
- C. Effective the first full pay period after July 1, 2018, all staff members hired before

July 1, 2018 shall receive a wage increase of 2% of salary. Effective the first full pay period after July 1, 2018, the WN and WO salary ranges will be increased by 2%.

- D. Staff members shall receive a \$650 lump-sum payment on January 1, 2019, or as soon thereafter as is administratively practicable, so long as the staff members are still on payroll on the date the payment is made. Part-time staff members, if any, shall be eligible for a pro rata lump-sum payment. The aforementioned lump-sum payment shall not be included in base salary.

Any staff member in the negotiating unit who retired from the unit during the term of this Agreement or was promoted out of the unit during the term of this Agreement and is still on the payroll as of the time of payment shall receive increases for the period the staff member was in the negotiating unit. No increased health benefit contributions shall be deducted from any retroactive pay.

## **18. MAINTENANCE OF BENEFITS**

The fringe benefits, which are substantially uniform in their application to staff members and which are currently utilized and implemented by the University, shall remain in effect without diminution during the term of this Agreement unless modified herein or by subsequent agreement of the parties.

## **19. COMPLETE AGREEMENT**

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

## **20. AVAILABILITY OF CONTRACTS**

The University agrees to post this contract on its web site.

## **21. TERM OF AGREEMENT, SUCCESSOR AGREEMENT NEGOTIATION PROCEDURES**

### **21.1 Term of Agreement:**

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect from July 1, 2014 until June 30, 2019. The certification shall be effective if delivered to the University within 30 days of the signing of the Agreement.

### **21.2 Successor Agreement:**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be sent by certified or electronic mail prior to February 1, 2019 or February 1 of any succeeding

year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2019 subject to the provision above.

**21.3 Negotiations Procedures:**

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

**21.4 Notification Addresses:**

Notice for the purpose of giving notice as provided in Article 21, the State may be notified through the Director of the Governor's Office of Employee Relations, State of New Jersey, 240 West State Street, 16<sup>th</sup> Floor, P.O. Box 228, Trenton, New Jersey 08625 and the Union through CWA, Local 1031, 84 Culver Road, Monmouth Junction, New Jersey 08854.



IN WITNESS WHEREOF, the State of New Jersey (“the State”), as the negotiations representative on behalf of Rowan University-School of Osteopathic Medicine (“the University”) and the Communications Workers of America, Local 1031, have caused this agreement to be signed by their duly authorized representative.

**For THE STATE OF NEW JERSEY**

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

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Yvonne D. Catley  
Deputy Director – Governor’s Office  
of Employee Relations

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John Rose, President, Local 1031

**For ROWAN UNIVERSITY-SCHOOL OF  
OSTEOPATHIC MEDICINE**

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Kathleen Hernandez, EVP Local 1031

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Kenneth L Kuerzi  
Assistant V.P. of Labor Relation

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Philip J. Mesisca  
Chief Operating Officer

Side Letter 1

June 1, 2003

Lynn Buckley, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Suite 304  
Avenel, NJ 07001

**RE: Notice of Failed Probation**

Dear Ms. Buckley:

As agreed, please be advised that the University agrees that when members of this bargaining unit exercise a bump and are subject to a probationary period in their new positions, this probationary period will be automatically extended by thirty (30) calendar days if they are told that they failed probation without some form of prior notice of deficient performance.

Please indicate your agreement by signature below.

Very truly yours,

---

Abdel Kanan  
Manager of Labor Relations

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Lynn Buckley, CWA Representative  
Communications Workers of America

Side Letter 2

June 1, 2003

Lynn Buckley, CWA Representative  
Communications Workers of America  
1030 St. Georges Avenue  
Suite 304  
Avenel, NJ 07001

**RE: Layoff Notice**

Dear Ms. Buckley:

The University agrees to meet with the CWA at least one week, except in the case of an emergency, in advance of any notice of layoff of CWA 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.

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Abdel Kanan  
Manager of Labor Relations

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Lynn Buckley, CWA Representative  
Communications Workers of America

## CWA 1031 SUPERVISORY TITLE LISTING

This list is for informational purposes only

JOB TITLE	GRADE
ACLS/PALS TRAINING COOR	27
ADMIN ANAL I	29
ADMIN ANAL II	26
ADMIN COOR I	21
ADMITTING SUPERVISOR	20
ASST REGISTRAR DATA MGMT	27
ASST REGISTRAR SHRP/SN	24
ASST SUPVR GENERAL STORES	16
ASST SUPVR VIVARIUM	18
BILLING OFFICE SUPVR	21
BIOMEDICAL SERVICE SUPVR	29
BLOOD BANK/TRANSFUSN SAFTY OFF	25
CAMPUS SAFETY OFFICER	29
CHIEF ANESTHESIA TECHN	21
CHIEF ANIMAL CARETAKER	16
CHIEF NEUROPHYSIO TECHNOLOGT	27
CHIEF NUCLEAR MEDICAL TECH	31
CHIEF PHYSICIAN ASSISTANT	31
CHIEF RADIATION THER	34
CHIEF RESPIRATORY THERAPIST	28
CHIEF SERIALS DEPT	24
CHIEF TECHNOL RADIOLOGY	29
CHIEF TECHNOL ANOTOMIC PATH	28
CHIEF TECHNOLOGIST PATH NWK	27
CHIEF TECHNOLOGT OPHTHALMOLOGY	25
CHIEF TECHNOLOGT	27
CHIEF ULTRASONOGRAPHER	24
CHIEF ULTRASONOGRAPHER	27
CHIEF VASCULAR TECH	26
CLIN COOR	30
CLIN DOC & CODG INTEGRITY SUPV	31
CLINICAL NURSE COOR	29
CLINICIAN SUPERVISOR	30
COOR ADMITTING SERVICES	22
COOR CLINICAL BILLING	17
COOR DATA SYSTEMS	29

COOR LOGISTICAL SVCS	20
COOR MEDIA RESOURCES	28
COOR MEDICAL RECORDS	20
COOR PATIENTS ACCTS COLLECTIONS	21
COORDINATOR SHIPPING & RECEIVING	24
COORDINATOR STERILIZATION	19
DATA ENTRY SUPVR	17
FINANCIAL AID SUPVR	24
FINANCIAL ASST ADVISOR SUPV	21
FLEET SUPERVISOR	25
FOOD SERVICE SUPVR	18
HLTH EDUCATOR I	25
IST ANAL I	30
IST SUPVR I	24
IST SUPVR II	21
LAB ANIMAL TECHNOLOGT	18
LAB SUPVR	24
LEAD CLINICAL AUDIOLOGIST	31
LEAD NUTRITIONIST	27
LEAD OR SUPPLY ROOM	16
LEAD TECHNOLOGIST RADIOLOGY	26
LEAD THERAPIST (PM&R)	31
MGMNT ASST	20
MORGUE SUPERVISOR	21
NUTRITION SERVICES SUPVR	20
OFFICE MGR	19
OFFICE SUPVR	17
OPERATIONS COOR	25
PATIENT TRANSPORT SVC SUPVR	18
PENSION SUPVR	23
PLANNER SCHED	21
PRACTICE SUPERVISOR	22
PRIN ACCOUNTANT	25
PRIN MGMNT ASST	24
PRIN RES ASSOCIATE	32
PROCUREMENT SUPVR	22
PRODUCTION SUPVR	21
PROG COOR	23
PROG COOR	25
PROG COOR	26
PROG COOR	27

PROG COOR TAC	28
PROG DEV SPEC I	26
PROG DIR FITNESS CENTER	24
PROG SUPVR	24
PROG SUPVR GENETICS	28
PROJ COOR	27
PROJ LEADER	31
PUBLIC HEALTH REP I	24
PUBLICATIONS EDITOR	25
PURCHASING COOR	26
RES TEACHING SPEC I	28
RESP THERPY CLIN SUPVR	28
SEC HD NUCLEAR MED	25
SEC HD OPHTHALMOLOGY	28
SEC HD PATHOLOGY	24
SEC HD RADIOLOGY	28
SEC HD SPEC HEMOSTASIS LAB	24
SECTION CHIEF	24
SHIFT SUPVR PATHOLOGY	24
SOCIAL WORK COOR	25
SPECIAL PROJECTS COOR	23
SR COOR BUDGET SVCS	28
SR LEAD GROUNDSKEEPER	19
SR MGMNT ASST	22
SR WRITER/ASST SR EDITOR	27
STAFFING COORD NURSING	21
STOREKEEPER I	18
STUDENT LOAN SUPVR	22
SUPERVISOR VOICE SYSTEM DESIGN	30
SUPVG ACCOUNTANT	27
SUPVG AP TECH	17
SUPVG BUDGET ANALYST	26
SUPVG CATALOGER	24
SUPVG CLINICAL COOR-LIVER TPLT	32
SUPVG HABILITATION COUNSLR	25
SUPVG LAB ENGINEER	27
SUPVG LAB TECHNOLOGIST	26
SUPVG LPN	21
SUPVG MEDICAL SVCS ASST	17
SUPVG MNTL HLTH SPEC UBHC	21
SUPVG PROG ASST I	21

SUPVG PROG ASST II	20
SUPVG STAFF ASST	21
SUPVR ACCESS AREA PHLEB TEAM	25
SUPVR ADDICTION SERVICES	22
SUPVR AMBULATORY SERVICES	21
SUPVR ANATOMY STUDY LAB	24
SUPVR ACCOUNTS PAYABLE	22
SUPVR CENTRAL ACCESS	22
SUPVR CENTRAL SVC	19
SUPVR CLIN BILLING	20
SUPVR CLINIC SERVICES	19
SUPVR COMPUTER OPER	25
SUPVR CYTOPATHOLOGY	27
SUPVR DATA CENTER PROD	27
SUPVR DATA CONTROL	21
SUPVR DISPENSARY	17
SUPVR DISTRIBUTION	18
SUPVR DNTL LAB SERVICES	28
SUPVR ENVIRONMENTAL SVCS	19
SUPVR EXPANDED DUTY	17
SUPVR GENERAL STORES	20
SUPVR HOSP APPLIC ANALYST	32
SUPVR LOGISTICAL SVCS	20
SUPVR MAIL SVCS	19
SUPVR MAINT & CONSTR	24
SUPVR MEDICAL RECORDS	18
SUPVR MICROFILMING SVCS	17
SUPVR NURSING PAYROLL	22
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