

***COLLECTIVE NEGOTIATIONS AGREEMENT***  
***between***  
***THE STATE OF NEW JERSEY/ROWAN UNIVERSITY***  
***and***  
***THE INTERNATIONAL UNION of OPERATING***  
***ENGINEERS***  
***LOCAL 68-68A-68B, AFL-CIO***  
***July 1, 2019 - June 30, 2023***

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## **PREAMBLE**

This Agreement made between the State of New Jersey and the International Union of Operating Engineers, AFL-CIO (the "Union"), covering all craft staff members employed by Rowan University School of Osteopathic Medicine (the "University"), has as its purpose the promotion of harmonious staff member relations between the University and its staff members represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances; and the determination of the wages, hours of work and other terms and conditions of employment.

The State and the Union agree there shall not be any discrimination, including harassment, based on race, creed, color, religion, national origin, nationality, ancestry, age, sex, familial status, marital status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, liability for military service, and mental or physical disability, including perceived disability and AIDS and HIV status, political affiliation, or any other legally protected status.

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

## **ARTICLE I**

### **RECOGNITION**

- A.** The State of New Jersey and the University hereby recognize the Union as the exclusive representative for collective negotiations concerning wages, hours and conditions of employment for all its staff members in the Crafts Unit employed by the University (and who formerly were included in the University of Medicine and Dentistry of New Jersey (UMDNJ) negotiation unit).
- B. The staff members included are:**
  - 1. All crafts full-time staff members including Trade Helpers
  - 2. All regular, part-time staff members in the Crafts who regularly work a minimum of twenty (20) hours per week.
- C. The staff members excluded are:**
  - 1. Managerial Executives
  - 2. Professional Staff members
  - 3. Confidential Staff members
  - 4. Supervisors

5. Security Officers and University Police Officers
6. Clerical Staff members
7. All other part-time, casual, or temporary staff members
8. Classifications designated within other recognized and appropriate units
9. All other staff members of the University, not specifically included in the Craft Unit.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The State (and its several Departments and subordinate functions) and the University retain and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and Constitution of the State of New Jersey and the United States of America.

Except as specifically abridged, limited or modified by the terms of this Agreement, all such rights, powers, 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 State (and its several Departments and subordinate functions) and the University.

## **ARTICLE III**

### **ACCESS TO PREMISES**

Each business agent or 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 designated University officials and include the general purpose of the visit. Permission for such visits shall not be unreasonably withheld.

The Union shall have the right to use University buildings and other facilities that are owned or leased by the University to meet with negotiations unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues during lunch and other non-work breaks and before and after the workday, provided such meetings do not interfere with University operations. Requests shall be made at least one (1) week in advance of the proposed date of use, and liability or the damages, care and maintenance and any costs which are attendant thereto shall be borne by the Union.

The Union shall also have the right to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union, provided such meetings are during lunch and other non-work breaks and

before and after the workday, and further provided such meetings do not interfere with University operations.

Meetings conducted in University-owned or leased buildings shall not be for the purposes of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The State and/or the University may charge the Union for maintenance, security, and other costs related to the use of this space by the Union that would not otherwise be incurred by the University.

The Union shall have the right to email negotiations unit employees who have University email accounts for the purpose of communication with negotiations unit employees regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. University email use shall be consistent with University policy.

#### **ARTICLE IV**

##### **FAIR TREATMENT**

###### **A. No Reprisals**

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

###### **B. Regular Part-Time Staff Members**

1. The inclusion of part-time staff members within the negotiations unit and under this Contract shall not be construed to alter or expand the eligibility of part-time staff members for coverage by any State Program relating to terms and conditions of employment.
2. If it is determined by the State that part-time staff members are excluded from coverage for any State program, the University will not be responsible for providing coverage even if a prior practice to provide coverage exists.

#### **ARTICLE V**

##### **NO STRIKE - NO LOCK-OUT**

###### **A.**

1. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, or other job action by staff members covered by this Agreement but shall not be liable for unauthorized action of staff members covered by this Agreement.

2. Should unauthorized strike, work stoppage, slowdown, or other job action by staff members covered by this Agreement take place, the Union will take public action to bring about an immediate cessation of such actions.
- B.** No lock out of staff members shall be instituted or supported by the University during the term of this Agreement, nor shall the University or the Union engage in activities in violation of this Agreement.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

**A. Definition of Grievance**

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

**B. Purpose**

1. The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of staff member grievances and to facilitate uninterrupted operations of the University.
2. It is agreed that the individual staff member is entitled to utilize this grievance procedure and to Union representation in accordance with the provisions thereof. S/he shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

**C. General Provisions**

1. No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.
2. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. 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 interest of the grievant and the Union.
3. Any claim of unjust discipline against a staff member shall be processed in accordance with the provisions of this Article.
4. All disciplinary grievances must be signed by the individual grievant.



5. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated thereunder, formal policies or order of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement.
6. Grievance resolutions or decisions at Steps One and Two shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the State/University and the Union.
7. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the ten (10) day period (provided in E.1 below) except that payroll errors and related matters shall be corrected to date of error.
8. The Union representative and the State/University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.
9. Discipline under this Article means official written reprimand/warning, suspension without pay, reduction in grade or dismissal from service, based upon the personal conduct or performance of the involved staff member. Dismissal from service or reduction in grade based upon a layoff or operations changes made by the University shall not be construed to be discipline.
10. Just cause for discipline including dismissal from service shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including dismissal from service may be made for any other combination of circumstances amounting to just cause.
11. Where an appointing authority or his/her designee imposes discipline pursuant to paragraph 10, written notice of such discipline shall be given to the staff member. Except when management determines that immediate removal of the staff member is necessary, such notice shall contain a reasonable specification of the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of the discipline. When management determines that immediate removal of the staff member is necessary, the staff member shall be so advised in writing prior to removal and the detailed notice shall be provided to the staff member within seventy-two (72) hours.
12. The name of any staff member who is notified of suspension or dismissal pursuant to paragraph 11 shall be transmitted to the Union as soon as feasible but not to later than seventy-two (72) hours after such notice.
13. The terms of this Article shall not apply to any management decision concerning the probationary status of a negotiations unit member.
14. A member of the unit who is requested to report to the Human Resources Department, a supervisor or other administrative officer on a matter involving

discipline, suspension or discharge may, at the staff member's request, be accompanied by a representative of the Union. This shall not in any way result in a delay of said meeting. If during the course of a discussion between a staff member and a representative of the Human Resources Department, a supervisor or other administrative officer, a matter should arise which could lead to a questions of discipline, suspension or discharge, the staff member may, at that time request such Union representation, which shall not serve to delay said meeting.

15. Where criminal charges are initiated, the right of the staff member to representation by his/her attorney shall not be violated.
16. A staff member shall not be disciplined for acts, except those which would constitute a crime, which occur more than the later of: (a) one year prior to the service of the notice of discipline; or (b) three months after the University had notice of the acts. The staff member's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.
17. Nothing in this Article of Agreement shall be construed to limit the right of the University to implement any disciplinary action notwithstanding the pendency of any grievance proceeding.
18. The University may, in lieu of suspension, substitute a forfeiture of vacation days equal to the same number of days of suspension. The staff member must consent to this alternate penalty.
19. A disciplinary dispute may be settled by a "record" suspension, with no loss of pay at any stage of the disciplinary process. Such "record" suspensions will have the same weight as a suspension without pay for purposes of progressive discipline. A "record" suspension must be agreed to by the State/University, the Union and the employee.

#### **D. Informal Procedure**

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

#### **E. Time Sequence for Filing and Decision**

1. A grievance must be filed at Step One within ten (10) calendar days from the date on which the act which is the subject of the grievance occurred or ten (10) calendar days from the date on which the grievant should reasonably have known of its occurrence whichever is later or within ten (10) calendar days of notice of discipline to the staff member involved.

2. Any appeals of disciplinary penalties greater than a written reprimand/warning must be filed at Step Two within ten (10) calendar days from the date of the disciplinary notice.
3. Reference to just “days” in this procedure are working days of the party to which they apply except as otherwise specified.
4. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Steps One or Two, the grievance may, within seven (7) calendar days, excluding holidays, be submitted to the next step. The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.
5. Where the subject of the grievance suggests it is appropriate and where the parties mutually agreed in writing such grievance may be initiated at or moved to Step Two without a hearing at the lower step.
6. If the finding or resolution of a grievance at any step in the grievance procedure is not appealed within a prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review.
7. Appeals to arbitration that are not scheduled for hearing within eighteen (18) months after a Step Two decision is rendered will be considered withdrawn unless the parties mutually agree to extend the matter.
8. Time limits under this Article may be changed by written mutual agreement only.
9. Hearings shall be scheduled and decisions after a scheduled grievance hearing shall be rendered in writing with the time limits below:
  - a. at Step One, within seven (7) calendar days, excluding holidays, of the receipt of the appeal, the hearing shall be scheduled, and a decision shall be rendered within seven (7) calendar days from the conclusion of the hearing.
  - b. at Step Two the Hearing shall be scheduled within twenty-one (21) calendar days, excluding holidays, of the receipt of the appeal from the Step One decision and a decision shall be rendered within twenty-one (21) calendar days from the conclusion of the hearing.

**F. Grievance Steps**

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

### **Step One**

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

### **Step Two**

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

### **Step Three Arbitration**

1. In the event that the grievance has not been satisfactorily resolved in Step Two, and the grievance either involved an alleged violation of the Agreement as described in the definition of a grievance in A.1 above or in the case of discipline involves the following contemplated or implemented penalties:
  - a. Suspension of four (4) days or more at one time
  - b. Demotion
  - c. Discharge

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

2. The parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve on a rotating basis 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, the next member on the rotation shall serve. 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 are unable to agree upon a panel of arbitrators within thirty (30) days or if it is necessary for the parties to select a new panel member because there are less than three, and the parties are unable to agree on a new panel member, arbitrators shall be selected, on a case by case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties mutually agree upon a full complement of three panel members.

3. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement or laws of the State, or any written policy of the State or sub-division thereof or of the University, and shall confine his/her decision solely to the interpretation and application of this Agreement. S/he shall confine him/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her, nor shall s/he submit observations or declaration of opinions which are not relevant in reaching the determination. The decision or award of the arbitrator shall be final and binding, consistent with applicable law and this Agreement. In no event shall the same question or issue be the subject of arbitration more than once. The arbitrator may prescribe an appropriate back pay remedy when s/he finds a violation of this Agreement. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement. Rules, regulations, formal policies or orders of the State or the University shall not be subject to revision by the arbitrator except if specifically provided herein.

The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. Arbitrators in disciplinary matters shall confine themselves to determinations of whether to sustain or deny the grievance and shall neither add to, subtract from, nor modify any of the provisions of this Agreement by any award. The arbitrator's decision with respect to sustaining or denying the grievance be final and binding upon the parties. In the event the arbitrator denies a grievance, s/he may approve the penalty sought or modify such penalty as appropriate to the circumstances, in accord with discipline as set forth in paragraph C, above. Removal from service shall not be substituted for a lesser penalty. In the event the arbitrator sustains the grievance or modifies a penalty, s/he may order reinstatement with back pay for all or part of a period of suspension or reduction in grade for all or part of the period that the staff member was dismissed from service. The arbitrator may consider any period of suspension served or the period that the staff member was dismissed from service in determining the penalty to be imposed. Should the arbitrator's award provide reinstatement with back pay for all or part of a period of suspension, termination of service or reduction in grade, the staff member may be paid for the hours s/he would have worked in his/her normally scheduled workweek, at his/her normal rate of pay, but not exceeding the standard

workweek or work day for that position, less any deductions required by law or other offsetting income, for the back pay period specified by the arbitrator. The arbitrator's decision shall contain a short statement of the nature of the proceedings, the positions of the parties and specific findings and conclusions of facts. In addition, the arbitrator's decision shall discuss any of the testimony, evidence or positions of the parties which merit special analysis. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

5. In both disciplinary and non-disciplinary cases, 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 either party asserts the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein, shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.
6. The arbitrator shall schedule the hearing at a time and place convenient to the parties within thirty (30) calendar days of his/her acceptance to act as arbitrator and shall issue his/her decision within thirty (30) days after the close of the hearing.

## **ARTICLE VII**

### **ADMINISTRATION OF AGREEMENT**

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

## **ARTICLE VIII**

### **WAGES**

#### **A. 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 twenty-four (24) hours of the time the error is reported by the affected staff member when possible but no later than three (3) payroll work days.

## **B. Wage Structure**

Base Compensation Rate is an employee's base rate of pay and does not include any differential(s), premiums(s) or bonuses.

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

1. The Probation Rate is the minimum rate at which a new hire may be employed for any given classification. The probation rate is defined as fifty (50) cents per hour less than the then existing job rate. Upon successful completion of the one hundred eighty (180) day probation period, employees will receive an increase in their base rate of pay to the Job Rate for their classification, or fifty (50) cents per hour, whichever is greater.
2. The Job Rate is the benchmark rate of pay for each classification. The Probation Rate and the Two Year Rate are calculated based upon the established Job Rate for each classification.
3. The Two Year Rate is the minimum rate of pay a new hire may receive upon completion of two (2) years of qualified service, exclusive of leaves of absence, provided there is no discipline pending and performance is satisfactory. Upon completion of two (2) years of qualified service, employees will receive an increase in their base rate of pay to the Two Year Rate for their classification, or 3.0% of their base rate of pay, whichever is greater. Service shall be calculated based upon the employee's current date of hire with the University in a regular full-time or part-time position.
4. The effective date for these adjustments shall be the first day of the first full pay period following completion of probation as a new hire or attainment of two (2) years' service.
5. New Hires shall be hired at the established entry level rate (Probation Rate), except that the University shall have the right to hire, at its sole discretion, new employees at a higher entry rate not to exceed the then-existing rate for the Two Year Rate, provided the new hire has a minimum of four (4) years of outside relevant experience. Employees so hired will not receive adjustments to their pay rate upon completion of probation or two (2) years of service.
6. In addition to the base pay adjustments at various points in time associated with the Job Rate System, incumbent staff will also receive all across-the-board increases negotiated as part of the collective negotiations agreement.

## **C. Salary Program**

Effective First Full Pay Period after October 1, 2019

There will be a 2.0% across-the-board increase to the Job Rate for all negotiations unit members.

Effective First Full Pay Period after July 1, 2020

There will be a 2.0% across-the-board increase to the Job Rate for all negotiations unit members.

Effective First Full Pay Period after July 1, 2021

There will be a 2.0% across-the-board increase to the Job Rate for all negotiations unit members.

Effective First Full Pay Period after April 1, 2022

There will be 2.0% across-the-board increase to the Job Rate for all negotiations unit members.

Contract expires 6/30/2023

#### **Shift Differential**

Effective July 1, 2019, and for the duration of this Agreement, members of the negotiations unit who were employed on July 1, 2014 and remained employed through the date this Agreement is ratified by the Union will be eligible for a shift differential of \$2.00 per hour. All other employees will be eligible for a shift differential of \$0.25 per hour for the duration of this Agreement.

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

#### **D. Tool Allowance**

Effective July 1, 2019, the Tool Allowance paid to members of the negotiations unit will be \$350.

In order to be eligible to receive the Tool Allowance, an employee must have been hired prior to January 1st of the calendar year in which it is paid, and must be on the Payroll as of July 1st of that year.

Such payment will be either the first or second pay check of August.

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



## **ARTICLE IX**

### **HOURS OF WORK AND OVERTIME**

#### **A. Hours of Work**

1. The “workweek” is defined as 12:00:00 a.m. Saturday to 11:59:59 p.m. Friday. The duration of the workweek for each job classification within the unit shall be consistent for all staff members within each classification having the same salary grade, except for part-time staff members. The regularly scheduled standard workweek is assigned as either thirty-five (35) hours, thirty-seven-and-a-half (37 ½) hours, or forty (40) hours. Part-time staff members are assigned workweeks shorter than the standard workweek. A “work day” is defined as the number of hours in the scheduled workweek divided by five (5).
2. All full-time staff members shall be scheduled to work a regular shift as determined by the University, which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the staff member’s convenience shall be given consideration. There shall be no change during the shift being currently worked to avoid the payment of overtime with notice prescribed in A3 immediately following.
3. A staff member whose shift has been changed, shall be given not less than one (1) week’s notice, except in the case of an emergency, where the notice shall be not less than forty-eight (48) hours, both of which may be appealed to the department head or his/her designee. In the case of emergency notice, the Business Agent will be informed. In the event of such appeal, no change in such shift shall be made until a decision on such appeal by first line management shall be handed down. Should such advance notice not be given, a staff member affected shall not be deprived of the opportunity to work the regularly scheduled number of hours in his/her workweek.
4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (½) shift. Staff members who are required to work beyond the end of this scheduled shift into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond their regular shift exceeds two (2) hours. Staff members required to work four (4) hours beyond their regular quitting time shall be entitled to a rest break(s) and to a lunch break under conditions prevailing on their regular shift.
5. The time sheet of a staff member shall be made available for inspection on his/her request.
6. When a staff member is called to work outside his/her regularly scheduled shift, s/he shall be compensated for the actual hours worked. S/he shall be guaranteed a minimum of four (4) hours compensation whether or not the four (4) hours are

worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

**B. Overtime**

1. The University conforms to the law on overtime.
2. All staff members shall be compensated at time and one half (1 ½) for all hours worked in excess of forty (40) hours. Overtime pay and other premium pay shall not be pyramided.
3. Such overtime hours shall be compensated either by (a) cash, or (b) compensatory time off; at the rate of one and a half (1 ½) hours for each hour worked.
4. For the purpose of computing overtime, unworked but paid time off shall be counted, except for paid sick time which shall not be counted.
5. Overtime shall be distributed on a rotational basis, by job classification, within each functional unit without any discrimination based on the lowest number of overtime hours worked.

All overtime hours worked or refused by the staff member shall be recorded on the overtime roster and shall count towards the total number of overtime hours, for the purpose of regulating the overtime list.

The University shall give the staff members as much advance notice as possible relative to the scheduling of overtime. The Shop Steward of each functional unit shall maintain and post a list of the overtime rotation and update it on a weekly basis. University management shall cooperate and provide all overtime information on a weekly basis to the Shop Steward to enable him/her to accurately maintain the overtime roster.

6. For the purpose of this provision, each staff member is expected to be available for overtime work. A staff member who refuses an overtime assignment shall be considered to have worked for the purpose of determining equal distribution of overtime. Once a staff member is scheduled and accepts an overtime assignment; s/he shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.
7. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff members on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.
8. Lists reflecting the overtime call status of the staff members shall be available to the Union in the functional work unit.

9. The University shall allow individuals who earn compensatory time to use the compensatory time within thirty (30) days of when it was earned.

## **ARTICLE X**

### **PERSONNEL PRACTICES**

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

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

**D. Lateness or Absence Due to Weather Conditions**

- 1. All staff are subject to University Policy governing absences or lateness.
  - a. When severe weather condition(s), such as a severe snow storm, flooding, hurricane, etc., threatens the continuation of programs and/or services provided by the University, the University may declare an Inclement Weather Day for one or more locations of the University.
  - b. Staff 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 work shift, and, after the shift, paid any eligible compensation pursuant to this Agreement.
  - c. Should the University declare an Inclement Weather Day all exempt and non-exempt staff who have been designated as essential must report or remain at work. Failure to comply will result in a without pay day and may result in disciplinary action.
  - d. Staff designated as essential must receive permission from his/her supervisor not to report to work or to leave work on an Inclement Weather Day. If permission is not received, failure to report to work or leave work will result in a without pay day and may result in disciplinary action.

2. If an Inclement Weather Day is not declared by the University, staff receiving permission from his/her department head/designee not to report to work due to weather conditions shall utilize accrued benefit time (i.e., vacation time, float holiday) other than sick time or if no accrued benefit time is available, will be unpaid. Staff not excused from work for the day and who do not report to work will be unpaid and may be subject to disciplinary action.
3. Staff reporting late for duty due to delays caused by weather conditions and who made a reasonable effort to report on time may be given credit for such late time at the discretion of his/her department head/designee.

**E. Staffing – State of Emergency Policy**

When an employee is designated as essential, s/he shall be notified by November 1st of each year. The University shall provide designated employees with a sticker when it becomes available.

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

Essential employees 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 work shift, and after the shift, paid any eligible compensation pursuant to this Agreement.

**F. Separation**

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

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

Any staff member terminated for gross misconduct will not be entitled to vacation accruals upon separation. For the purpose of this Article, gross misconduct will be defined as conduct which, in and of itself would be grounds for disciplinary action.

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

## **ARTICLE XI**

### **HOLIDAYS**

- A. 1.** Upon ratification, the following shall be the scheduled holidays from the negotiations unit:

New Year's Day

Martin Luther King, Jr. Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Thanksgiving

Day After Thanksgiving

Christmas

2. Members of the negotiations unit have six (6) float holidays. Except in case of an emergency, a request for a Float Holiday, must be submitted to the staff member's supervisor for review and approval at least five (5) business days in advance of its use.
3. Float holidays may be used for emergency, personal matter, observance of religious or other days of celebration (but not officially recognized University holidays).
4. Supervisors shall have the right to require proof of an emergency. Failure of any staff member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken.
5. All negotiations unit members hired or returning from unpaid leaves of absences between January 2 and July 1 of any year will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absence 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).

- B.** If an extra holiday is declared by the University, the University may designate the day the holiday will be observed. If the University finds this impractical, then the staff member

may schedule a day off for the extra holiday at his/her discretion with his/her supervisor's approval.

- C. On services requiring seven-day coverage, consistent with good patient care, the University will make reasonable efforts to rotate major holidays among the staff members within the work unit. In the event there is a question regarding the rotation of work on major holidays, the Union's only remedy shall be to request that impacted individuals be given priority on the rotation going forward. In no event shall any staff member be entitled to any back pay (overtime or otherwise) based on the University's failure to rotate holiday work schedules pursuant to this Agreement.

**D. Payment for Holidays Worked**

1. Staff required to work on the following holidays will be paid at the rate of time and one half ( $\frac{1}{2}$ ) of their regular rate of pay for all hours worked. In addition, the negotiations unit 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

Labor Day

Martin Luther King's Birthday

Thanksgiving

Memorial Day

2. Staff 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 negotiations unit members will receive a scheduled day off or be credited with one (1) day compensatory time.
3. On any of the above nine (9) holidays, University management retains the right to pay cash at straight time in lieu of granting a scheduled day off or crediting compensatory time.

**ARTICLE XII**

**VACATIONS**

**A. Vacation Benefits**

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

**Amount of Service**

1. Up to the end of the first year, one and a fourth ( $1 \frac{1}{4}$ ) working days for each month calendar year

2. From one (1) to ten (10) years, one and a fourth ( $1 \frac{1}{4}$ ) working days for each month
3. From eleven (11) to twenty (20) years, one and two thirds ( $1 \frac{2}{3}$ ) working days for each month
4. Upon completion of twenty (20) years, two and a twelfth ( $2 \frac{1}{12}$ ) working days for each month

**B. Vacation Schedules**

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

**C. Use of Vacation Time**

After the initial ninety (90) days of employment, vacation allowance may be taken as accrued. Vacation allowance must be taken by the end of the calendar year following the calendar year in which it is accrued.

**D. Notice Approval**

Vacation time may be taken only after the staff member has given prior notice to and received the written approval of his/her department. Failure to give such written approval shall be explained in writing by the Department Head within ten (10) days of receipt of the prior notice. If such explanation is not given, the staff member may take his/her vacation time accordingly to his/her notice.

**E. Death**

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

**ARTICLE XIII**

**SENIORITY AND REASSIGNMENTS**

**A. Seniority**

1. Job Promotion

Qualification, ability, and seniority will be the criteria for job promotion.

2. Seniority

Seniority will be credited from date of hire to all regular staff members upon the completion of a one hundred eighty (180) day probationary period. Management reserves the right to extend the probationary period by an additional thirty (30) days.

3. Lay-off

Seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be in accordance with the Layoff Procedure as outlined in Article XIII.C.

4. Shift Preferences

When vacancies on preferred shifts and in the same work unit open, requests may be entered by staff members in the same classification as the vacancy. Such requests shall be given first consideration.

5. Changes in Status

A transferred or promoted staff member from outside the negotiations unit serves a one hundred eighty (180) day probationary period on the new job. Management reserves the right to extend by thirty (30) days or terminate the probationary period and such decision shall not be grievable. A transferred or promoted staff member from within the negotiations unit serves a ninety (90) probationary period. If the staff member fails to satisfactorily complete the probation period, s/he may be returned to his/her former job if still available or an attempt will be made to place the staff member in an opening suitable to his/her work experience. Such opening may be at the same or lower level than that occupied by the staff member prior to being transferred or promoted. If the staff member's former job is not available and no suitable opening is available for which the staff member is qualified, the staff member will be terminated and may reapply for employment.

A staff member who is reclassified is not required to serve a probationary period.

6. Termination of Seniority

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

**B. Layoff Notice**

If any member of the negotiations unit is laid off for any reason, s/he shall receive either four (4) weeks' notice or compensation in lieu of such notice.



### **C. Layoff, Placement, Bumping**

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

1. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
2. Second, if a vacancy pursuant to “1” above is not available, the employee will be offered a vacancy in his/her current title on the campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
3. Third, if a vacancy pursuant to “1” or “2” above is not available, the employee will be offered the opportunity to fill a vacancy in the employee’s current title first or immediate prior title so long as the immediate prior title is covered by this Agreement. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to “4” below.
4. Fourth, if the employee is not placed in a vacancy pursuant to “1”, “2” or “3” above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “5” below.
5. Fifth, the opportunity to bump is not available pursuant to “4” above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “6” below.
6. Sixth, if the employee is not offered the opportunity to bump pursuant to “5” above, the employee may bump the least senior employee in his/her immediate prior title campus-wide. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list.
7. Seventh, if an employee is not offered a vacancy pursuant to “1”, “2” or “3”, or the opportunity to bump pursuant to “4”, “5” or “6” above, an employee may opt to fill a vacancy in a lower classification in the appropriate Job Series titles attached as Appendix A. If there is no vacancy, the employee may bump down into a lower classification in the appropriate Job Series titles attached as Appendix A.

8. Employees who exercise rights under provisions “1” through “3” above will not be required to serve a probationary period. Employees with ten (10) years of University experience and who exercise rights under provisions “4” through “7” above will not be required to serve a probationary period.

Employees placed on the recall list will be called back based on University Seniority.

#### **ARTICLE XIV**

##### **STAFF MEMBER BENEFITS**

###### **A. State Health Benefits Program**

1. The State Health Benefits Program (hereafter referred to as “SHBP”) is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c.78, section 47, N.J.S.A. 52:14-17.29. It is agreed that, as part of the SHBP, the State shall continue the Prescription Drug Benefits Program during the period of this Agreement. The Prescription Drug Benefits Program may be modified by the State Health Benefits Design Committee (hereafter referred to as “the Committee”), in accordance with P.L. 2011, c.78. The Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c.78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.
2. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS have been abolished.
3. Medicare Reimbursement. Effective January 1, 1996, consistent with law, the State will no longer reimburse active Employees or their spouses for Medicare Part B premium payments.
4. Effective January 1, 2020, or soon as practical thereafter, the new NJ Direct 2019 will be the only PPO available to negotiation unit members.

Should these benefits change during the life of the contract due to any statutory, and/or regulatory, and/or other State mandate, the negotiations unit shall hold the University harmless from any claims arising out of the impact of such change. By way of example, but not limitation, the negotiations unit agrees that it will neither grieve nor otherwise file any challenge against the University should any State-imposed change to health benefits

result in any alteration to the terms and conditions set forth in this Collective Negotiations Agreement.

The provisions of this section are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article VI.

**B. Staff Member Protection**

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

**C. Uniforms**

1. Where the University requires staff members to wear uniforms, the University will generally provide the uniforms. However, in those instances where the University chooses not to provide uniforms required to be worn by certain staff members, the University will give the staff members an annual uniform allowance of \$70.
2. To the extent permitted by Department resources and ability of vendor to supply, the University will provide negotiations unit members with the choice to have cotton uniforms.

**D. Physical Examination**

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

**E. Employee Education Assistance Program**

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

**F. Dental Care Plan**

1. It is agreed that the State shall provide Employees a Dental Care Program during the period of this Agreement. The Dental Care Program may be modified by the State Health Benefits Design Committee ("Committee"), in accordance with P.L. 2011, c.78, effective January 1, 2012 (and each year thereafter). Pursuant to P.L. 2011, c.78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time Employees and

eligible dependents shall be eligible for the State administrated Employee Dental Plan(s).

2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee shall authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.
3. A member handbook describing the details of the Plans, enrollment information and the required enrollment forms shall be made available on the Division of Pension and Benefits' website.
4. Participating Employees shall be provided with an identification card to be utilized when covered dental care is required.

The provisions of this section are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article VI.

#### **G. Temporary Disability Plan**

Staff are covered by the State of New Jersey Temporary Disability Plan. It is a shared cost plan which provides payments to staff who are unable to work as a result of non-work connected illness or injury and have exhausted their accumulated sick leave. The provisions of this section are for informational purposes only and are not subject to the grievance/arbitration provisions of Article VI.

#### **H. Contributions Towards Health and Prescription Benefits**

1. Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the SHBP at the level established by the grid pursuant to section 39 of P.L. 2011, c.78, for the duration of this contract and/or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract.
2. The amount payable by any employee pursuant to section 39 of P.L. 2011, c.78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c.8 (C.52:14-17.28b).
3. An employee who pays contributions required under section 40(a) of P.L. 2011, c.78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c.8 (C.52:14-12.28b).

4. Effective January 1, 2020, contribution rates for the available plans will be located on the official website of the State of New Jersey, Department of Treasury, Division of Pensions & Benefits, whose homepage is <https://www.state.nj.us/treasury/pensions/>.
5. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.
6. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that s/he has other health insurance coverage, the State will waive the contribution for that employee.
7. An employee on leave without pay who receives health and prescription benefits provided by the State shall be required to pay the above-outlined contributions, and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.
8. Active Employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be made by deductions from pay.

The provisions of this section are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article VI.

#### **I. Parking**

For every fiscal year until a successor agreement is concluded, the parking fee for all negotiations unit members will be equal to 0.5% of the base salary as of the last pay period of the previous fiscal year. All staff members hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

### **ARTICLE XV**

#### **CLASSIFICATION OF NEW POSITIONS AND JOB DESCRIPTIONS**

- A. When a new position is created during the life of this Agreement, the University shall designate the job classification for said position. In the event the Union objects to the designated rate, it shall have the right to submit its objections and supporting data in writing to Human Resources. If, after this review, the Union remains dissatisfied, it shall have the right to submit the matter as a Step Two grievance in the Grievance Procedure. The decision at Step Two will be final.
- B. The University shall, upon written request, provide the Union with a copy of any job description within the Unit. The University shall further provide copies of new job descriptions or those job descriptions which are changed.

## **ARTICLE XVI**

### **STAFF MEMBER PERFORMANCE EVALUATION**

- A.** Staff member performance shall be evaluated and reviewed with the staff member annually by the staff member's supervisor. Each overall evaluation shall fall into one of the following categories: "5", "4", "3", "2", "1" as described on the Performance Appraisal Form.
- B.** Each staff member shall be notified of the rating determined for him/her and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and the staff member.
- C.** The staff member shall be provided with a copy of his/her job description, performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the staff member before being placed in the staff member's personnel file. The staff member's signature shall signify that the staff member has seen and reviewed the evaluation, but not that s/he necessarily concurs with its contents.
- D.** If a staff member receives a rating of "2", the supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warning or prior counseling received with respect to performance. The staff member's performance must be re-evaluated after another three month period (within ninety (90) days). If upon re-evaluation the performance has not come up to a satisfactory level reevaluation shall be considered to be a final warning for purposes of the disciplinary process. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge.
- E.** A rating of "1" shall be considered as a final warning for purposes of the disciplinary process. The supervisor shall review the performance deficiencies with the staff member and shall counsel the staff member as to appropriate steps which should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The supervisor shall also advise the staff member that failure to improve performance may result in further discipline up to and including discharge. The performance of staff members evaluated as a rating of "1" shall be carefully monitored by the supervisor. If the staff member's performance improves to the level of satisfactory or better, then the staff member shall be reevaluated six months after the date of the unsatisfactory rating. If performance remains below the satisfactory level, such staff member shall be discharged.
- F.** Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient. Such notification shall be made through a written memorandum, documented counseling, and/or written warning

regarding performance issues or a suspension. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

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

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

The University specifically reserves the right to change, alter, modify or amend the above staff member performance evaluation system during the term of this Agreement. The University agrees that any changes to said system shall be negotiated upon request by the Union and then only to the extent required by law.

## **ARTICLE XVII**

### **LEAVE OF ABSENCE**

#### **A. Sick Pay and Leaves of Absence**

Sick pay and leaves of absence shall be in accordance with University policies.

The University shall also comply with the provisions of the state Family Leave Act, Chapter 261, PL. 1990, as amended.

For purposes of this contract, a "day" is defined as an employee's regularly scheduled weekly hours divided by five (5).

#### **B. Sick Pay**

1. All staff will accrue sick leave at the rate of one (1) day per month (12/year).
2. Sick pay accruals are cumulative from one year to the next.
3. A staff member will be paid for sick leave at the staff member's base rate of pay.
4. Staff members are required to comply with the departmental call-in procedure. If the illness extends beyond one day, the staff member must continue to call in ill each day unless s/he has already indicated to his/her supervisor an expected return

date. If the illness extends beyond the expected return date s/he must call in with a new expected return date.

5. Staff members taken ill while on duty and who leave their work stations with their supervisors' permission shall be paid for the time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of their work shifts. Staff members may be excused without seeking medical attention at the University by their respective supervisors. When a doctor's note is required, a doctor's certification from the staff member's health care professional must include the medical facts (not diagnosis) supporting the absence and will be provided to Human Resources.
6. Whenever a regular staff member retires, except a staff member who elected deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, s/he shall be compensated for such accrued sick leave as follows:
  - a. The supplemental compensation amount payment shall be computed at the rate of one-half (½) of the eligible staff member's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed \$15,000.
  - b. The compensation shall be paid in accordance with the State rules then applying.
  - c. This Section 6 shall not be subject to the contractual grievance/arbitration provisions of Article VI.

**C. Death or Critical Illness in the Immediate Family**

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

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



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

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

**D. Medical Leave**

1. A medical leave shall be granted upon presentation of a letter to 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, and expected date the staff member will be able to return to work.
2. Paid and unpaid sick time will be provided to the staff member per University policy and in conformance with FMLA guidelines.
3. A letter from the staff member's personal physician indicating the staff member is able to return to work must be presented before or at the time of the staff member's return to work and clearance obtained through Occupational Medicine where applicable.

**E. Military Leave**

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

**F. Jury Duty**

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

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

**G. Leave of Absence Due to Injury**

Any staff member in this negotiations unit who takes a leave of absence due to a job related injury may be entitled to a supplemental income replacement in accordance with the New Jersey Worker's Compensation Act.

**H. Marriage**

A permanent staff member will be granted up to two (2) weeks leave of absence without pay when requested for his/her marriage.

**I. Personal Leave**

In certain circumstances staff members may be permitted to take unpaid leaves of absence from their positions with the University. Leaves of absence may be applied for and are available to permanent full-time and part-time staff members working more than twenty (20) hours per week provided they have completed six (6) months of continuous service. A request for a leave of absence, the reasons for the leave, and duration must be submitted in writing to Human Resources along with any supporting documentation at least two (2) weeks prior to the requested starting date of the leave except in the case of a bona fide emergency. The maximum length of unpaid leaves are:

<u>TYPES OF LEAVE</u>	<u>MAXIMUM LENGTH</u>
Medical/FMLA	In accordance with State and Federal Law
Personal Leave	One (1) month
Education	Six (6) months in any calendar year
Military	In accordance with State and Federal Law

**J. Return from Leave**

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

**ARTICLE XVIII**

**UNIVERSITY - UNION BUSINESS**

**A. Union Activity**

1. The University agrees that during working hours, on its premises and without loss of pay, or when otherwise agreed upon, Chief Stewards and Union Stewards previously designated and authorized to represent the Union and recognized by the University shall be allowed to:
  - a. Represent staff members in the unit at grievance hearings.

- b. Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of one hour and further provided there is no interruption of work activities. In emergency situations these limitations may be extended.
  - c. Submit Union notices for posting.
  - d. Attend negotiating meetings if designated as a member of the negotiating team and scheduled to attend by the Union.
  - e. Attend scheduled meetings with the University and its representatives concerning the application and administration of this Agreement.
2. The authorized Union representative shall provide reasonable notification to his/her supervisor and to the appointing authority whenever s/he requests permission to transact such Union business. Permission will not be unreasonably withheld. It is further understood that the supervisor has the right to seek adjustment of appointments when the work situation warrants this.

**B. Union/University Representation**

- 1. The Union shall furnish the Assistant Vice President of Labor Relations a list of all official Union Representatives, specifying their authority and showing the name, title or office for each and the department and shifts for which they function. The Union shall notify the University of any changes in the list and keep it current.
- 2. The University will furnish the occupational title of every University staff member such as Director of the Hospital, Department Heads or subordinate level department supervisors or Personnel representatives who have the authority from the University to be considered either the immediate supervisor of any negotiations unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.
- 3. Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with this Section of this Article.
- 4. Staff members designated by the Union as Stewards and the Assistant Shop Steward will be allowed to wear identification including Union insignia and their names, departments and shifts, providing the identification does not become hazardous in the duties of said staff members.
- 5. The total number of staff members designated as either a Shop Steward or an Assistant Shop Steward will not exceed two (2).

**C. Bulletin Board**

1. The University will provide space on one (1) centrally located bulletin board which will be used exclusively for the posting of Union notices. The space provided at the bulletin board will be a minimum of 30" by 30".
2. The material to be posted on the bulletin board will be brought to the Office of Labor Relations by the Union for approval. The Union business agent shall make the postings.
3. The material to be placed on the Union bulletin board will consist of the following:
  - a. Notices of Union elections and the results of elections
  - b. Notices of Union appointments
  - c. Notices of Union meetings
  - d. Notices of Union social and recreational events
  - e. Notices concerning official Union business.
4. The designated Labor Relations Officer will approve the posting except when such material is profane, obscene, defamatory of the State or University and/or its representatives or which constitutes election campaign propaganda.

**D. Union Dues Deductions**

1. The University agrees to deduct from the regular paycheck of staff members included in this negotiations unit, dues for the International Union of Operating Engineers, Local 68, provided the staff member authorizes such deduction in writing in proper form to the local University Human Resources Office.
2. Union dues deductions from any staff member in this negotiating unit shall be limited to Local 68, the duly certified majority representative.
3. Dues or fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union, together with a listing of the staff members included.
4. The Secretary-Treasurer of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure thirty (30) days in advance of the requested date of such change.
5. The University shall deduct initiation fees from the pay check of any employee who provides written authorization to the Union and University payroll. The initiation fee shall be as follows:

Operating Engineer \$312.50 or \$31.25 for ten (10) pay periods.

Skilled Trades (Plumber, Carpenter, Mechanic, Etc.) \$250.00 or \$25.00 for ten (10) pay periods.

Helpers, Facility Mechanics - \$250.00 or \$25.00 for ten (10) pay periods.

6. 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, an employee must submit a written request to withdraw from the Union to the University within ten (10) days following each anniversary date of his/her employment. Once the University received the request, it will notify the Union within five (5) business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of his/her employment.
7. Prior to the beginning of each contract year, the Union will notify the University in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year.

#### **E. Union Information**

The University shall provide the following information about all negotiations unit employees electronically in a readable format such as Excel format to a designated Union representative(s) every 120 calendar days, provided that the University has such information on file.

- Name
- Job title
- Worksite location
- Home address
- Home telephone number
- University telephone number
- Personal cellular phone number
- University email address
- Date of hire

Additionally, within 10 calendar days from the date of hire of negotiations unit employees the University shall provide the above contact information, in a separate file, electronically in a readable format such as Excel format to a designated Union representative(s) provided that the University has such information on file.

### **ARTICLE XIX**

#### **ACCESS TO HUMAN RESOURCES FILE AND EVALUATIONS**

- A. 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 Resources file

in the presence of an appropriate official of the University Office of Human Resources to examine any criticism, commendation or any evaluation of his/her work performance or conduct prepared by the University during the term of this Agreement. Such examination shall not require a loss of paid time. If requested by the staff member, a non-staff member Union representative may accompany the staff member.

- B.** Each regular written evaluation of work performance shall be reviewed with the staff member and evidence of this review shall be the required signature of the staff member on the evaluation form. Such signature shall not be construed to mean agreement with the content of the evaluation unless such agreement is stated thereon.
- C.** A staff member may request the expungement or correction of materials included in the Human Resources 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.
- D.** No document of anonymous origin shall be maintained in the Human Resources file.

## **ARTICLE XX**

### **PRESERVATION OF RIGHTS**

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

## **ARTICLE XXI**

### **EFFECT OF LAW**

#### **A. Legislative Action**

- 1. If provisions of this Agreement require legislative action or the appropriation of funds or other legislative action for their implementation, it is hereby understood and agreed that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.
- 2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible staff members in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

**B. Savings Clause**

1. If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.
2. Upon request of either party the University and the Union, agree to meet and renegotiate any provision so affected, as permitted by law.

**ARTICLE XXII**

**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 and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

**ARTICLE XXIII**

**AVAILABILITY OF CONTRACTS**

The University will post the final contract on its website under Labor Relations.

If the Union chooses to print copies of this contract, the University will pay for the number of contracts it requests for its own use.

**ARTICLE XXIV**

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

**A. Term of Agreement**

This Agreement shall become effective on the date when the Union presents written certification of proper ratification to the State and shall remain in full force and effect until June 30, 2023. The certification shall be effective if delivered to the State within thirty (30) days of the signing of the Agreement.

**B. Successor Agreement**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such

notice shall be by certified or electronic mail sent prior to October 1, 2022 or October 1, of any succeeding year for which the Agreement has been renewed. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after July 1, 2023, subject to the provisions above.

**C. Negotiations Procedures**

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

**D. Notification**

For the purpose of giving notice as provided in Article XXIV, the State shall be notified through Director, Office of Employee Relations, Governor's Office; and to the Union through Local 68, 11 Fairfield Place, West Caldwell, New Jersey 07006.

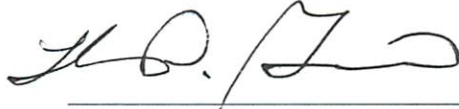
**IN WITNESS WHEREOF**, the University and the International Union of Operating Engineers, Local 68-68A-68B, have caused this Agreement to be signed by their duly authorized representatives.

**For The State of New Jersey**




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

**For IUOE Local 68**

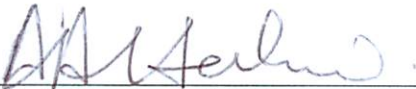


Thomas P. Giblin  
Business Manager



Edward P. Boylan  
President

**For Rowan University**




Ali A. Houshmand, PhD  
President



Henry Oh  
Assistant VP of Employee Equity and  
Labor Relations



Raymond Simione  
Recording Secretary



Patrick T. Gilrane  
Business Representative



## Appendix A

### JOB SERIES TITLES

<b>TITLE</b>		<b>Table</b>	<b>Grade</b>
CARPENTER I		WJ	2000
CARPENTER II		WJ	1700
SR ELECTRICIAN		WJ	2400
ELECTRICIAN I		WJ	2100
ELECTRICIAN II		WJ	1800
HVAC MECHANIC I		WJ	2400
HVAC/R MECH I		WJ	2400
HVAC MECHANIC II		WJ	2100
HVAC/R MECH II		WJ	2100
HVAC/R MECH III		WJ	1800
MASON PLASTERER I		WJ	1950
MASON PLASTERER II		WJ	1700
MECH SYS MECHANIC I		WJ	2400
MECH SYS MECHANIC II		WJ	2100
MECHN SYS MECHANIC III		WJ	1800
OPERATING ENG I		WJ	2550
OPERATING ENG II		WJ	2350
OPERATING ENG III		WJ	2100
PAINTER I		WJ	1950
PAINTER II		WJ	1700
PLUMBER STEAMFITTER I		WJ	2100
PLUMBER STEAMFITTER II		WJ	1800

## Appendix B

### OPERATING ENGINEER TITLES AND GRADES

TITLE	TB	GRADE
CARPENTER I	WJ	2000
CARPENTER II	WJ	1700
ELECTRICIAN I	WJ	2100
ELECTRICIAN II	WJ	1800
SR ELECTRICIAN	WJ	2400
ELECTRONIC TECHN I	WJ	2100
ELECTRONIC TECHN II	WJ	1800
FACILITY MECH	WJ	1700
HVAC MECHANIC I	WJ	2400
HVAC MECHANIC II	WJ	2100
HVAC/R MECH I	WJ	2400
HVAC/R MECH II	WJ	2100
HVAC/R MECH III	WJ	1800
MASON PLASTERER I	WJ	1950
MASON PLASTERER II	WJ	1700
MECH SYS MECHANIC I	WJ	2400
MECH SYS MECHANIC II	WJ	2100
MECHN SYS MECHANIC III	WJ	1800
OPERATING ENG I	WJ	2550
OPERATING ENG II	WJ	2350
OPERATING ENG III	WJ	2100
OPERATING ENG APPRENTICE	WJ	1500
PAINTER I	WJ	1950
PAINTER II	WJ	1700
PLUMBER STEAMFITTER I	WJ	2100
PLUMBER STEAMFITTER II	WJ	1800
REFRIGERATION MECH I	WJ	2400
TRADES HELPER SKILLED TRADE	WJ	1350

Side Letter

July 1, 2006

Dennis J. Giblin, President  
International Union of Operating Engineers  
Local 68-68A-68B

Re: Intermittent Leave & Leave to Care for Seriously Ill Family Member

Dear Mr. Giblin:

In accordance with FMLA, it is agreed that the maximum leave allowed for Intermittent Leave is 12 weeks.

In addition, Local 68 employees taking medical/FMLA leave to care for a family member with a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time may consist of a maximum of ten (10) days of accrued sick time used first, then vacation and float holidays.

Sincerely,

---

Abdel Kanan, Esq  
UMDNJ  
Director of Labor Relations

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Dennis J. Giblin  
President  
IUOE Local 68