

COLLECTIVE BARGAINING AGREEMENT

between the

ROWAN SCHOOL OF OSTEOPATHIC MEDICINE

and

LOCAL 195

**INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS,
AFL-CIO**

July 1, 2023 – June 30, 2027

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PREAMBLE

This Agreement is made between Rowan-Virtua School of Osteopathic Medicine (SOM, hereinafter referred to as “SOM” or the “University”) and Local 195 International Federation of Professional and Technical Engineers (IFPTE, hereinafter referred to as the “Union”), covering security officers. This Agreement has as its purpose the promotion of harmonious relations and mutual understanding between the Union, the University and its employees represented by the Union, and the establishment of equitable and peaceful procedures for the amicable resolution of all disputes and grievances. All staff are entitled to fair and equitable treatment by supervision and management with regard to the terms and conditions of employment that affect them.

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

Further, the University and the Union agree that the working environment should be characterized by mutual respect for the common dignity to which all individuals are entitled.

Now, therefore, in consideration of the mutual promises on this University the parties agree as follows:

ARTICLE 1 RECOGNITION

A. 1. The University hereby recognizes Local 195 IFPTE as the sole collective negotiating agent with respect to wages, hours of work and other terms and conditions of employment for security officers at SOM.

2. The University will not negotiate with nor grant rights solely afforded under the terms or provisions of this Agreement to any other employee organization in connection with the employees in this unit as long as said Union described above is the certified majority representative.

3. Included in this unit are all full-time permanent (including probationary) Security Officers of SOM.

ARTICLE 2 MANAGEMENT RIGHTS

A. The University hereby retains and reserves unto itself, without limitation, all rights, powers, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States of America.

B. Except as specifically abridged, limited or modified by the terms of this Agreement between the University and the Union, all such rights, powers, authority, prerogatives of management and responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and the activities of employees are retained by the University. The University shall notify Local 195 of any proposed changes in employee Code

of Ethics, employee guidelines or any rules governing employee conduct prior to implementation and the Union shall have the opportunity to discuss proposed changes with the University.

C. Nothing contained herein shall be construed to deny or restrict the University of its rights, responsibilities, and authority under national, state, county or local laws or ordinances.

ARTICLE 3 NON-DISCRIMINATION

A. The University 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.

B. The University agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination or reprisals by the University or any of its representatives against any employee because of Union membership or because of any employee activity permissible under law or this Agreement in an official capacity on behalf of the Union, or for any other cause.

C. The Union recognizes its responsibility as exclusive negotiations agent and agrees to represent all employees in the negotiating unit without discrimination or interference.

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

ARTICLE 4 POLICY AGREEMENTS

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 employees covered by this Agreement but shall not be liable for unauthorized action of employees covered by this Agreement.

2. Should an unauthorized strike, work stoppage, slowdown, or other job action by employees covered by this Agreement take place, the Union will take public action to bring about an immediate cessation of such actions.

B. No lockout of employees shall be instituted or supported by the University during the term of this Agreement.

C. These agreements are not intended to limit the freedom of speech of the Union or its members.

ARTICLE 5
DUES DEDUCTIONS

A. The University agrees to deduct union dues from the regular paycheck of unit employees who have joined the union.

B. Union dues deductions from employees in this negotiating unit shall be limited to IFPTE Local 195, the duly certified representative.

B. 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 the employees included.

C. The Union will notify the University of any change in dues structure thirty (30) days in advance of the requested date of such change. The change shall be reflected in payroll deduction at the earliest time after receipt of the request.

D. Where an employee's dues deduction is discontinued, the Union shall be provided with the University's reason for the discontinuance on a quarterly basis. The University will continue to deduct dues unless an employee's service is ended, the employee elects to leave union membership in accordance with the provisions of the Workplace Democracy Enhancement Act, or the employee moves into a title belonging to a unit not represented by the Union.

E. Within ten (10) calendar days from the date of hire, the University shall provide the following contact information to the Union in a digital format agreed to by the Union: name, job title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone numbers and personal email address on file with the University. Every 120 calendar days beginning on July 1, 2024, the University shall provide the Union the same information for all the employees in a digital format agreed to by the Union.

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

G. An employee who does not bring forth a claim against the Union within thirty (30) days forfeits the right to bring a challenge and request reimbursement from the Union.

ARTICLE 6
GRIEVANCE PROCEDURE

A grievance shall be defined as:

a) a claimed breach, misinterpretation or improper application of this Contract (contractual grievance); or

b) A claimed violation, misinterpretation or misapplication of rules or regulations, existing policies, agreements, administrative decisions, or laws applicable to the agency or department which employes the grievant which establish terms and conditions of employment (non-contractual grievance).

For purposes of this Contract, terms and conditions of employment shall be those matters which intimately and directly affect the work and welfare of the employees covered hereunder and on which the negotiated agreement will not significantly interfere with the exercise of inherent managerial prerogatives pertaining to the determination of governmental policy.

1. Any member may orally present and discuss a complaint with an immediate supervisor on an informal basis prior to filing a formal grievance. If the grievance has not been satisfactorily resolved on an informal basis, then the grievance shall be processed and disposed of in the following manner:

Step 1: If the grievance is not settled informally, the grievance may be presented in Step 1 within thirty (30) days from the date on which the act which is the subject of the grievance occurred, or thirty (30) calendar days from the date on which the grievant should reasonably have known of its occurrence. When grievances are presented in Step 1, they shall be reduced to writing, signed by the grievant or grievant's Union representative, and presented to the grievant's department head or designee. A copy of the grievance will be sent to IFPTE Local 195 186 N. Main St. Milltown, NJ 08850 within five (5) days from the date of filing. A grievance so presented in Step 1 shall be answered by the employer in writing within five (5) working days after its presentation.

Step 2: If the grievance is not settled in Step 1, the grievance may, within five (5) working days after the answer in Step 1, be presented in Step 2. A grievance shall be presented in this Step to the Personnel Director of the employer or designee who shall render a decision in writing within (5) working days after the presentation of the grievance in this Step. The lack of response to a grievance by Rowan SOM within prescribed time periods, unless time periods have been extended by mutual agreement, should be construed as a negative response. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 2 in the first instance, within the time limit specified in Article 7, Section 1.

2. All time limits herein specified shall be deemed to be exclusive on Saturdays, Sundays and holidays.

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

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

5. Any claim of unjust discipline against a staff member shall be processed in accordance with the provisions of this Article.

6. Reference by name or title or otherwise in this Agreement to Federal or State laws, rules, regulations promulgated thereunder, formal policies or orders of the State and/or University shall not be construed as bringing any allegation concerning the interpretation or application of such matters within the scope of arbitrability as set forth in this Agreement except as provided in this Agreement.

7. The Union representative and the University have the right directly to examine or cross-examine witnesses who appear at any step of this procedure.

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

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

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

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

12. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to the grievance and mediation provisions of this Agreement.

13. A grievance which affects two or more employees, and which the Employer representative designated in Step 1 lacks authority to settle, may initially be presented at Step 2 by the Union representative.

14. Any employee shall have the right to review the contents of said employee's personnel file upon three (3) days written notice. The file shall be reviewed in the presence of an official of the Hospital at a mutually agreeable time so as not to interfere with patient care.

15. When a grievance has been formally submitted and the Union represents the grievant, and where the Union Steward requires time to investigate such grievance to achieve an understanding of the specific work problem during working hours, the Steward will be granted permission and reasonable time, to a limit of two (2) hours, to investigate without loss of pay. It is understood that the supervisor shall schedule such time release, providing the work responsibilities of the Steward or Officer and of any involved employee are adequately covered, and providing further there is no disruption of work. Such time release shall not be unreasonably withheld. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union officials nor preparation for presentation at a grievance hearing.

16. An employee and his designated employee representative shall be allowed time off without loss of pay as may be required for appearance at a hearing of the employee's grievance scheduled during working hours. Where the employee or the Union requests

employee witnesses, permission for a reasonable number of witnesses required during the grievance proceedings will be granted. A witness at such proceedings will be permitted to appear without loss of pay for the time of appearance and travel time as required if during the employee's normal scheduled working hours.

17. If such hearing extends beyond the employee or witness normal working hours or is held other than during their respective normal working hours, compensatory time equal to the additional time spent at the hearing shall be granted, but such time shall not be considered time worked for the computation of overtime.

18. The purpose of this procedure is to assure prompt and equitable solutions and settlements of problems or grievances arising from the administration of this Agreement, University policies and/or other conditions of employment. 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. The staff member shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

ARTICLE 7 ARBITRATION

1. A grievance, as defined under Article 6(1)(a), which has not been resolved at Step 2, may, within fifteen (15) working days after completion of Step 2 of the grievance procedure, be referred for arbitration by the Employer or the Union to an arbitrator selected in accordance with the procedures of the New Jersey State Board of Mediation. The arbitration shall be conducted under the rules of the New Jersey State Board of Mediation.

2. In discharge cases, to expedite the proceeding, the parties may mutually select the arbitrator. In all cases, both parties shall exercise diligence, and if possible, the case shall be heard within thirty (30) calendar days after said selection at a time and place convenient to the parties and the arbitrator shall issue his decision within thirty (30) days after the close of the hearing. The arbitrator's fees are not to exceed the scheduled fees listed by the New Jersey State Board of Mediation.

3. The fees and expenses of the New Jersey State Board of Mediation and the arbitrator shall be borne equally by the parties.

4. The award of an arbitrator hereunder shall be final, conclusive and binding upon the Employer, the Union and the employees.

5. The arbitrator shall have jurisdiction only over disputes arising out of grievances defined in Article 6(1)(a) and shall have no power to add to, subtract from, or modify in any way of the terms of this Agreement.

6. A grievance contesting a discharge may, within fifteen (15) working days after completion of Step 3 of the grievance procedure, be referred for arbitration to an arbitrator appointed by the New Jersey State Board of Mediation from the panel of five (5) arbitrators submitted by the New Jersey State Board of Mediation under its procedure for expedited arbitration.

ARTICLE 8 DISCIPLINE

A. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee, or any intent to invoke disciplinary action upon this employee, may be processed by the employee as a grievance. In the administration of this article, the basic principle shall be that discipline should be corrective in nature, rather than punitive. The burden of proof in all disciplinary cases is on the Employer. If the Employer or any authorized agent of the Employer has just cause to reprimand or discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee has the right to be represented by his union at any disciplinary proceeding. All parties are encouraged to resolve disputes over the proposed disciplinary action at the proceeding.

The University will follow the tenets of progressive discipline. In some cases where the conduct is egregious, progressive discipline may not apply. Written warning, suspension, demotion and removal are recognized as forms of discipline. Counseling and training is not disciplinary in nature. The University and the Union will work to create an offense and penalty table by no later than December 31, 2024.

ARTICLE 9 SENIORITY AND TRANSFERS

A. Seniority

1. Seniority will be credited from date of hire upon completion of a one hundred eighty (180) days probationary period. The University reserves the right to extend the initial probationary period up to an additional thirty (30) days. Such seniority is accumable unless there is or has been a break in service as set forth below or during such time an employee serves a disciplinary suspension.

2. A break in continuous service occurs when an employee resigns, is discharged for cause, retires or is laid off; however, seniority accrued prior to layoff shall be continued upon recall and reemployment.

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

4. Seniority shall be a consideration in selecting a candidate for promotion.

5. Effective January 1, 2004, seniority will prevail in layoffs due to economic reasons or reorganization. Bumps shall be only within a job title in a University Operating Unit or to the immediate prior title on the campus.

6. The University agrees to supply current seniority lists to the Union on a semiannual basis.

B. Changes in Status

1. A staff member hired, promoted, or transferred shall serve a one hundred eighty (180) days probationary period. If the new hire fails probation, that member will be terminated. If a staff member came from outside the bargaining unit that member will return to the member's former position, if still available. If not available, the member will be terminated.

C. Voluntary/Involuntary Transfers from One Work Unit to Another Work Unit

1. The Human Resources Department shall prepare for posting on the University website all actual or anticipated regular vacancies within the University. Such positions shall be posted for at least five (5) business days.

2. Non-probationary staff who wish to make an application for any vacancy shall submit their applications on-line via the University's web-based tracking system.

3. Selection shall be based on the qualifications of the applicants, seniority and the welfare of the University. All accumulated leave benefits will be transferred with the member.

4. When an eligible staff member is not transferred for reasons other than lack of seniority, such staff member shall be notified of the reasons for the denial or transfer in writing by the Human Resources Department.

5. No involuntary transfers shall be made except for just, fair and equitable cause.

6. Where requested, the Human Resources Department shall furnish an explanation in writing to the staff member who has been involuntarily transferred.

7. All accumulated leave benefits will be transferred with the staff member.

D. Contracting Services

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

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

**ARTICLE 10
HOURS OF WORK AND OVERTIME**

A. Hours of Work

1. The duration of the work week for all staff with the same classification and the same salary level shall be consistent. The regularly scheduled standard workweek is assigned as 40 hours. For purposes of this Agreement, a "day" is defined to be an employee's regularly scheduled weekly hours divided by five.

2. Staff shall be scheduled to work a regular shift as determined by the University which work shifts shall have stated starting and quitting times. When scheduled changes are made, the maximum possible notice shall be given and the staff member's convenience shall be given consideration.

3. A staff member whose shift has changed shall be given adequate advance notice which normally will be at least one week except in the case of an emergency. 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 the member's workweek.

4. Work schedules shall provide for a fifteen (15) minute rest period during each one half (1/2) shift. Staff who are required to work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period when the period of work beyond the member's regular shift exceeds two (2) hours.

5. The time sheet of a staff member shall be made available for inspection upon the member's request.

6. When a staff member is called to work outside the member's regularly scheduled shift, the member shall be compensated for the actual hours worked. The member shall be guaranteed a minimum of two (2) hours compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of the member's regular shift.

B. Overtime

1. The University conforms to the Fair Labor Standards Act (F.L.S.A.).

2. All staff shall be compensated at time and one half (1 ½) times the regular rate of pay 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 times the regular rate of pay for each hour worked. Employees who travel to the Glassboro campus for overtime assignments beyond their normal commute and have acquired forty (40) hours within their work week shall be compensated at 1.5 times their regular rate of pay for travel beyond their normal commute plus their work shift when required to report.

4. For the purpose of computing overtime, all paid but unworked time will be counted, except for paid sick time. The University will not avoid paying overtime by changing the employee's hours of work within the workday or workweek that such hours were worked.

5. An employee granted pre-authorization for sick time (doctor's appointment, physical therapy, etc.) and is capable of performing the job duties of the overtime, shall not be restricted from working overtime hours because of the scheduled sick-time use. In order to be eligible, the employee must affirmatively inform their supervisor in advance that the member is available for overtime.

6. Insofar as the same is practical and consistent with the efficiency of operations, overtime shall be scheduled and distributed on a rotational basis by job classification within each functional work unit without any discrimination. To the extent that it is practical and reasonable to foresee, the University shall give the staff member as much advance notice as possible relative to the scheduling of overtime.

7. 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, that member shall be subject to all University rules and regulations and the appropriate provisions of this Agreement.

8. In cases where there are no volunteers and overtime is required, then the least senior qualified staff member of the staff on duty shall be required to stay and work the overtime. Such mandatory overtime shall be rotated starting with the least senior qualified staff member.

9. Lists reflecting the overtime call status of the staff shall be available to the Union.

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

ARTICLE 11

ACCESS TO PERSONNEL FILES AND EVALUATIONS

A. With reasonable notice, and at a time convenient to management, an employee shall have the opportunity to review the employee's personnel history folder to examine any criticism, commendation or any evaluation on work performance or conduct in the member's personnel history file or in any permanent supplementary personnel file. The Employer shall honor any reasonable request of such employee to review the files and for copies of documents in the file. The Employer shall have the right to have such review and examination take place in the presence of an appropriate official of the Employer.

B. Such examination shall not require a loss of paid time. If requested by the staff member, a Union representative may accompany the staff member.

C. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to the employee. Such response will be included in the relevant permanent personnel history file or permanent supplementary personnel file and will be attached to and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee.

D. No document of anonymous origin shall be used against any employee or maintained in the file.

E. Copies of any written documents specifically related to discipline or the work performance of an employee which are introduced into evidence by the Employer during any disciplinary proceedings, or grievance hearing, or used in any evaluation report will be given to the employee upon the employee's request.

F. A staff member may request the expungement of materials including 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.

ARTICLE 12

SALARY AND SPECIAL PAYMENT PROGRAMS

1. It is agreed that during the term of this Contract, July 1, 2023 – June 30, 2027, the following salary and special payment programs shall be provided to regularly employed security officers employed by the State of New Jersey on the Rowan School of Osteopathic Medicine, Stratford, New Jersey campus.

2. Salary Table

a. Employees hired prior to July 1, 2023 with one (1) to three (3) years employment as of July 1, 2023, shall receive a salary of \$44,140.00.

Employees hired after July 1, 2023 with one (1) to four (4) years employment shall receive a salary of \$44,140.00

b. Employees hired prior to July 1, 2023 with four (4) to eight (8) years employment as of July 1, 2023, shall receive a salary of \$52,427.00.

Employees hired after July 1, 2023 with 5 (five) to nine (9) years employment shall receive a salary of \$52,427.00

c. Employees with nine (9) or more years employment as of July 1, 2023, shall receive a salary of \$57,650.00.

Employees hired after July 1, 2023 with ten (10) years of employment shall receive a salary of \$57,650.00

3. Across-the-Board Increases to Base Salary

Effective the first full pay period on or after July 1, 2024, July 1, 2025, and July 1, 2026, the base salaries shall be increased by 3.5%.

4. Longevity

a. Employees with ten (10) years employment shall receive a one-time longevity bonus of \$1,000 on their 10th year anniversary date.

b. Employees with fifteen (15) years employment shall receive ~~an annual~~ a one-time longevity bonus of \$1,000 on their 15th year anniversary date .

c. This bonus shall not constitute an addition to the base salary.

5. Uniform Maintenance Allowance

a. On the first full pay period after July 1 of FY 2023, FY 2024, FY 2025 and FY 2026 employees shall receive a uniform maintenance allowance of \$550. This allowance shall not constitute an addition to the base salary.

b. A uniform maintenance allowance shall not be paid if the State provides uniforms, launders the uniforms, and provides replacement uniforms.

6. Shift Differential

Effective July 1, 2023, the shift differential will be \$2.00 per hour. Shift differential will be paid to members of the bargaining unit for complete shifts only. To be eligible for a shift differential, an employee must work half or more of his regularly scheduled hours after 3:00 pm or before 6:00 am.

7. Correcting Payroll Errors

Payroll errors amounting to one day's pay or more, when brought to the attention of the Payroll Department, will be promptly corrected.

8. Staff Protection

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

9. Physical Examination

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

10. Tuition Refund Plan

The University shall provide tuition waiver in accordance with established guidelines for IFPTE-represented employees at Rowan.

ARTICLE 13
RETIREMENT BENEFITS

A. Pension

The Employer is a participant in the Public Employees Retirement System ("PERS"). Eligibility for participation by employees and retirement benefits are governed by Statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions. Upon request to the appropriate personnel office, the Union and any employee shall be provided with a written description of the PERS Program as outlined by the Division of Pensions.

ARTICLE 14
**HEALTH BENEFITS PROGRAM, PRESCRIPTION DRUG PROGRAM,
DENTAL CARE PROGRAM AND EYE CARE PROGRAM**

A. State Health Benefits Program

1. The State Health Benefits Program is applicable to employees covered by this Contract. It is agreed that, as part of that program, the State shall continue the Prescription Drug Benefit Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design Committee, in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). Through December 31, 2027, active eligible employees are able to participate in the prescription drug card program. Similarly, through June 30, 2027, active eligible employees are able to elect to participate in the plan of their choice from options available through Horizon and Aetna. Beginning January 1, 2012, the State Health Benefits Plan Design 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 State Health Benefits Plan Design Committee has the sole discretion to set the amounts for maximum 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 offerings and coverage levels under the program.

B. Contributions Towards Health and Prescription Benefits

1. Effective November 1, 2019, or as soon thereafter as practicable, 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 Plans through State Health Benefits Program in an amount that is a percent of salary. Contribution rates for the available plans may be found on the official website of the State of New Jersey Department of Treasury, Division of Pensions and Benefits. The homepage is available at <https://www.state.nj.us/treasury/pensions> ("Department website").

2. Effective July 1, 2021, the employee contribution amounts are subject to the agreed-upon reopener provisions set forth in Appendix _____. The parties recognize that any agreements by the parties reached during the reopener discussions required by this Agreement are subject to the approval of and implementation by the PDC.

3. The amount payable by any employee, pursuant to section 39 of P.L. 2011 c. 78 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).
4. 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.
5. 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 he/she has other health insurance coverage, the State will waive the contribution for that employee.
6. An employee on leave without pay who receives health and prescription drug benefits provided by the State Health Benefits Program 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.
7. 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 by deductions from pay.

C. Dental Care Program

1. It is agreed that the State shall continue the Dental Care Program during the period of this Agreement to the extent it is established and/or modified by the State Health Benefits Design 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 State Health Benefits Plan Design 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 offerings and coverage levels under the program.
2. Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage selected; e.g., individual employee only, husband and wife, parent and child or family coverage.
3. Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.
4. Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

D. Eye Care Program

1. It is agreed that the State shall continue the Eye Care Program during the period of this Contract. The coverage shall provide for a \$80.00 payment for regular prescription lens or \$90.00 for bifocal lens or more complex prescriptions. Included are all eligible full-time employees and their eligible dependents (spouse and children under 26 years of age). The extension of these benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.
2. Full-time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$45.00 or the non-reimbursed cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

3. Each eligible employee and dependent may receive only one payment for glasses and one payment for examinations during the period of July 1, 2023 to June 30, 2025 and one payment for glasses and one payment for examination during the period of July 1, 2025 to June 30, 2027. This program ends on June 30, 2027. Proper affidavit and submission of receipts are required of the employee in order to receive payments.

ARTICLE 15 HOLIDAYS

A. 1. The following shall be the scheduled holidays:

New Year's Day
Martin Luther King's Birthday
Good Friday
Memorial Day
Juneteenth (effective 2024-see side letter)
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas

2. Employees have seven (7) float holidays. Except in the case of an emergency, a request for a Float Holiday must be submitted to the employee'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 matters, observation 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 loss of pay for the day(s) and appropriate disciplinary action may be taken.

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

6. All bargaining unit members hired or returning from unpaid leaves of absence 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 holidays if they did not already receive float holidays for the particular year).

B. 1. Staff required to work on the following holidays will be paid at the rate of time and one half (1 ½) their regular rate of pay for all hours worked. In addition, the bargaining unit members shall receive either a scheduled day off or be credited with one (1) day compensatory time:

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

Memorial Day
Thanksgiving

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 bargaining unit members will receive a scheduled day off or be credited with one (1) day compensatory time.
3. On any of the 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 16
PERSONNEL PRACTICES

- A. The University agrees to provide adequate and regularly maintained sanitary facilities for staff use. Staff members will maintain acceptable standards of personal hygiene and cleanliness in accordance with the nature of the employee's work.
- B. The University shall furnish identification cards to all staff. Lost cards shall be reported immediately.
- C. Whenever a staff member is delayed in reporting for a scheduled work assignment, the member shall endeavor to contact the member's 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 the scheduled shift and 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. All staff members are subject to University policy governing absences or lateness including the University's Inclement Weather Policy.
- E. When severe weather condition(s), such as a severe snowstorm, flooding, hurricane, etc. threatens the continuation of programs and/or services provided by the University, the University may declare an Inclement Weather Day for one or more campuses of the University.
- F. Staff members required to work or given permission to work on an Inclement Weather Day will be given additional compensation in accordance with the University's Inclement Weather Day Policy.
- G. Should the University declare an Inclement Weather Day, all Security Officers who have been scheduled to work, are already at work, or directed to report to work, must report to work or remain at work. Failure to comply will result in a loss of pay for the day(s) and may result in disciplinary action.
- H. If an Inclement Weather Day is not declared by the University, a staff member receiving permission from the member's 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. If no accrued benefit time is available, it shall result in a loss

of pay for the day(s). Staff members not excused from work for the day and who do not report to work will be salary deleted and may be subject to discipline.

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

ARTICLE 17

CLAIMS ADJUSTMENT

Where a loss or damage to personal property is sustained as a result of an action taken in the performance of the assigned duty of an employee, such loss will be adjusted. A claim for such loss must be filed within thirty (30) days of the time when the loss occurred. The claim must be filled out on the forms provided, including the requested adjustment, and submitted to the University for this action. The University shall provide the forms and any instructions which may be necessary for the completion or processing of the forms.

ARTICLE 18

SAFETY

A. The University shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. The University will carry out its responsibility for the development and enforcement of occupational safety and health standards to provide a safe and healthful environment in accordance with PEOSHA and any other applicable statutes, regulations or guidelines published in the New Jersey Register which pertains to health and safety matters. The University will continue to provide appropriate safety devices and equipment for their protection and to provide a reasonably safe and healthful place of employment. Any grievance claiming a violation of this Paragraph may be filed pursuant to Article 6.

B. An employee must report incidents of unsafe or unhealthful conditions to the employee's supervisor immediately. Complaints of unsafe or unhealthful conditions shall be promptly investigated. Corrective action shall be initiated at the earliest time practicable to bring such conditions within established safety guidelines providing necessary resources are available.

C. Employees shall not be required to work under conditions which are determined to present an imminent hazard to safety or health. An employee, whose work is temporarily eliminated as a result of the foregoing, at the University's discretion, may be granted an extra rest period due to weather conditions of extreme temperatures or may be assigned on an interim basis to other work which the employee is deemed to be qualified to perform.

D. As soon as practicable, upon request of the Union, the University shall arrange for participation by a designee of the Union, on any committee, panel or meeting that deals with safety issues affecting employees covered by this Contract.

E. In the event of an on-the-job injury requiring professional medical attention, the University will expedite such medical attention by calling for an ambulance if required, or, if the injured employee can be moved, arranging transportation where necessary to the nearest competent medical facility. Additionally, return transportation will be arranged if the employee is not admitted to the medical facility as an inpatient. The employee's

statement as to the extent of his injuries shall be taken into consideration in determining whether the nearest competent medical facility shall be utilized.

F. It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks reasonably associable with the performance of an employee's assigned duties.

ARTICLE 19

LEAVES OF ABSENCE

A. Sick Pay and Leaves of Absence

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

B. Sick Pay

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

6. Whenever a regular staff member retires, except a staff member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has any accrued sick leave, the member shall be compensated for such accrued sick leave as follows:

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

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

C. Death or Critical Illness in the Immediate Family

1. Effective July 1, 2024, members will be entitled to one (1) bereavement day annually. The bereavement day does not accumulate, and such time will not be carried or paid out upon separation. In subsequent years, the one (1) bereavement day will be available on January 1.

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

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

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

D. Medical Leave

1. A medical leave shall be granted upon presentation of a letter to the supervisor from the staff member's personal physician which must state: when the staff member's inability to work commenced, nature of the illness, and expected date the staff member will be able to return to work.

2. Paid and unpaid sick time will be provided to the staff member per University policy and in conformance with FMLA guidelines.

3. A letter from the staff member's personal physician indicating the staff member is able to return to work must be presented before or at the time of the staff member's return to work and clearance obtained through Student & Employee Health Services where applicable.

E. Pregnancy and Child Care Leave

1. Employees covered by this Agreement who are entitled to pregnancy-disability leave will be granted such leave upon request. Request for such leave will be made in writing to the Campus Human Resource Director. Notification of the pregnancy shall be given to the Campus Human Resource Director not later than the end of the fourth month of the pregnancy. Except for reasons of health and safety or inability to perform the job, the pregnant employee shall be permitted to work provided the attending physician approves and so advises in writing. Such employee shall be granted earned and accumulated sick leave during the time prior to the expected date of confinement and for one (1) month after the actual date of birth. Additional time beyond the one (1) month period shall be granted upon presentation of a doctor's certificate setting forth the necessity therefore.

2. During the pregnancy-disability leave, earned sick leave, earned and accumulated vacation time, earned administrative leave time, earned compensatory time, and leave without pay, may be utilized during the period in which the employee is disabled.

3. Leaves of absence may be granted by the appointing authority for a period or periods not to exceed a total of one (1) year from the initial date of pregnancy-disability leave upon written request when accompanied by a doctor's certificate setting forth the need therefore.

4. Pregnancy-disability leave shall not be granted beyond one (1) year.

5. Any female covered under this Agreement who, as a direct result of a pregnancy, is unable to wear the uniform supplied by the Employer, will be supplied with a maternity uniform. If a maternity uniform is not supplied, the employee will be permitted to wear appropriate uniform like personal clothing approved by the Employer or a larger size uniform.

6. Child Care Leave may be granted by the University under the same terms and conditions as all other leaves without pay.

F. Military Leave

A permanent employee who enters upon active duty with the military or naval service in time of war or emergency shall be granted a leave of absence for the period of such service and three (3) months thereafter.

1. In the case of service-connected illness or wound which prevents an employee from returning to their employment, such leave shall be extended until three (3) months after recovery, but not beyond the expiration of two (2) years after the date of discharge.

2. An employee who voluntarily continues in the military service beyond the time when the employee may be released or who voluntarily reenters the Armed Forces or who accepts a regular commission shall be considered as having abandoned their employment and resigned.

3. A permanent employee who enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) shall be granted a leave of absence for such training. Such leave is not considered military leave.

4. An employee with provisional or temporary status who enters upon active duty with the Armed Forces or who, pursuant to the Reserve Forces Act of 1955 (Reserve Enlistment Program) either enlists in a reserve component of the Armed Forces of the United States or is otherwise required to perform an initial period of active duty for training, shall be recorded as having resigned.

5. A permanent employee who is a member of the national guard or naval militia or of a reserve component of any of the Armed Forces of the United States who is required to undergo annual field training or annual active duty for training shall be granted a leave of absence with pay for such period as provided by regulation. Such leave shall be in addition to regular vacation leave.

G. Jury Duty

1. An employee shall be granted necessary time off without loss of pay when the employee is summoned and performs jury duty as prescribed by applicable law; or when required to perform emergency civilian duty in relation to national defense or other emergency when so ordered by the Governor or the President of the United States. When an employee's appearance is required during a shift period which is immediately contiguous to their scheduled shift and wholly within the day of such duty, the employee shall be excused from such shift without loss of pay. If the shift hours extend from one day to the next, and the required appearance is during a shift period not immediately contiguous to his scheduled shift, the employee shall have the option of choosing to be excused from the scheduled work shift prior to or after the required appearance provided the shift from which the employee is excused is partly within the day of such duty. In no event is an employee to be excused from their work schedule for more days than the number of days of such duty performed.

2. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body, unless the appearance is as a party to the litigation in a matter unrelated to their capacity as an employee, the employee shall be granted necessary time off without loss of pay if such appearance is during the scheduled work shift. Where the employee's appearance is during a shift period immediately contiguous to their scheduled shift, the employee shall be granted compensatory time equal to the hours required for such duty.

3. In no case will this special leave be granted or credited for more than eight (8) hours in any day or forty (40) hours in any week.

4. The employee shall notify management immediately of the requirement for this leave, and subsequently furnish evidence that the employee performed the duty for which the leave was requested.

H. Leaves of Absence Due to Job Related Injury

1. All employees covered by this Contract who are temporarily disabled because of a job-related injury or disease may be granted temporary disability benefits under the New Jersey Workers Compensation Act ("WCA").

2. Such employee may also be able to utilize earned sick leave or vacation leave in order to maintain full salary to the extent of such leave balances, subject to applicable provisions of this Agreement and rules and regulations concerning the utilization of sick leave and vacation leave.

3. An employee is eligible for temporary disability benefits under the WCA if the employee is unable to work and is under active medical care due to an injury arising out of and in the course of employment, and is disabled for a period of more than seven (7) days.

4. General procedures for getting Temporary Disability Benefits under the WCA are:

- a. Employee gets injured on the job.
- b. Employee reports the injury to the Employer.
- c. Employer reports the employee's injury to its Workers Compensation Insurance Carrier, which investigated the incident.
- d. Employee is sent for treatment by a doctor.
- e. If the employee is found to be unable to return to work because of an injury occurring at or arising out of their employment and the 7-day waiting period has passed, the employee is eligible for temporary disability benefits on the eighth day of not being able to return to work at a rate of 70% of their average weekly wage rate (subject to the maximum rate, which is \$1,099 for 2023).

f. The employee continues to collect temporary disability benefits during the period in which the employee is unable to work and is under active medical care/treatment.

g. If the doctor returns the employee to work with a light duty restriction while the employee continues to receive medical treatment, and such light duty work is available, the employee may not receive temporary disability benefits; if the employer has no light duty work available, the employee may remain on temporary disability benefits while continuing treatment.

h. Benefits are also cut off when the employee reaches the maximum medical Improvement.

i. If the employer/insurance carrier denies temporary disability benefits and/or medical benefits, the employee can file a motion for temporary disability benefits.

5. For temporary disability benefits, no compensation other than medical aid shall accrue and be payable until the employee has been disabled 7 days, whether the days of disability immediately follows the accident, or whether they be consecutive or not. These days shall be termed the waiting period. Should the total period of disability extend beyond 7 days, additional compensation shall become payable covering the above prescribed waiting period.

I. Leaves of Absence Without Pay

1. All employees covered by this Agreement upon written application setting forth the reason, may be granted a leave of absence without pay for a maximum period of six (6) months by the University. Such application shall not be unreasonably denied. Further leave in exceptional circumstances may be granted by the Employer, where it is in the public interest.

2. Leaves of Absence Without Pay for Employees in Full-Time Union Positions

a. Leaves for Six Months or More

Upon request of the Union, Rowan SOM will, unless it can demonstrate extreme hardship, approve an unpaid leave of absence for six (6) months or more for an employee elected or appointed to a full-time position with the Union. The leave of absence will continue for the duration of the employee's term in office or appointment or until the Union requests to terminate the leave.

b. Leaves for Less than Six Months

The Union may request a leave of absence for an employee appointed or elected to a full-time position with the Union for less than six (6) months. Such a request will be made directly to the Office of Employee Relations and will not be unreasonably denied. Requests to extend leaves of absence for less than six months will be made directly to the Office of Employee Relations and only will be granted in exceptional circumstances. Requests to extend leaves of less than six months will not be unreasonably denied.

c. Right to Return to Previously Held Title

An employee on leave pursuant to Paragraph 1 of this Article, will have the right to return to the employee's previously held title in the department in which the employee was employed immediately prior to the leave. The University will be notified of such return ten (10) days in advance.

d. The granting of a request for a leave of absence without pay will not be unreasonably withheld.

3. Return from Leaves

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

ARTICLE 20 VACATION

A. Vacation Benefits

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

Amount of Service:

Up to the end of the first calendar year	1 ¼ working days for each month
From 1 to completion of 10 years	1 ¼ working days for each month
From 11 to 20 years	1 ⅔ working days for each month
Upon completion of 20 years	2 1/12 working days for each month

B. Vacation Schedules

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

C. Use of Vacation Time

1. After the initial ninety (90) days of employment, vacation allowance may be taken as accrued provided permission has been granted by the employee's department head.

2. A staff member may carry one (1) year of earned vacation time over into any new calendar year. If the employee wants to carry over more than one (1) year of earned vacation, a request must be made in writing to the appropriate department head and the Campus Human Resource Director.

3. Staff will not be charged for vacation leave on a holiday or for the scheduled day off in lieu of a holiday.

4. When a staff member is on vacation and requires use of sick leave for any portion of that vacation leave, the employee must immediately request the use of accumulated sick leave, in accordance with the University policies through the designated authority. Such requests may be made by telephone, email or letter, but if by phone, should be confirmed by email or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.

5. Departmental policies shall not automatically restrict the amount of vacation time which staff can request to use at one time. The granting/denial of such a request shall be based on the operational needs of the department as determined by the Director of Public Safety or their designee.

D. Notice Approval

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

E. Separation

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

2. 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.

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

4. 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.

F. Death

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

ARTICLE 21
UNION RIGHTS AND REPRESENTATIVES

A. Access to Premises

1. The Union President and Union representatives previously designated by the Union and acknowledged by the University shall be admitted to the premises on Union business.

2. Request for such visits shall be directed to designated University officials and include the purpose of the visit, proposed time and date and specific work area involved. Requests for permission shall be promptly acted upon and permission for such visits shall not be unreasonably withheld.

3. Such Union officials shall have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after completion of the work shift. The University will provide accommodations at its facilities for such meetings.

B. Union Activity

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

- a. Represent staff in the unit at grievance hearings.
- b. Investigate a grievance which has been formalized and submitted in writing, providing that such investigation time will be limited to a maximum of two hours 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.

2. The authorized Union representative shall provide reasonable notification to the supervisor whenever the member 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.

C. Union/University Representation

1. The Union has the sole right and discretion to designate Stewards or other representatives and specify their respective responsibilities and authority to act for the Union. The University reserves to its discretion the extension of any privilege to Stewards or other representatives who are University employees and the extension of such privilege to limited numbers of such stewards or other representatives. Should conflicts arise in the administration of this clause, the parties agree to resolve those conflicts through further discussion.

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

D. Union Privileges

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

1. When telephone messages for Union Stewards are received, the message will be delivered to the Steward at the earliest possible time. Where there are public address systems in the work area, the Union may submit calls for Union representatives which will be announced.

2. Where there are public address systems in the work areas, the Union may submit notices of meetings which will be announced at the discretion of the University.

3. Where the Union has mail to be delivered to its Officers or Shop Stewards, the interoffice mail system will be made available provided that priority is retained for the business of the University. If other electronic means or email are not available, the employer will use best efforts to continue the Union's use of designated fax machines to deliver mail or information to Officers or Shop Stewards.

a. The Union shall have the right to use the University's email system to communicate with negotiations unit members regarding collective bargaining agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the Union.

b. The content of emails permitted by this Agreement shall conform to the terms of this Article, and with all applicable laws and regulations, and with existing work rules and policies, including as contained in this Agreement, such as anti-harassment and anti-discrimination policies presently maintained by the University. Specifically, no e-mail permitted by this Agreement shall contain material or content that is profane, obscene, or defamatory of the University, its representatives and employees.

4. The Union shall be allowed to conduct normal business meetings on University properties, provided that space is available, requests are made and approved at least one (1) week in advance of the proposed date of use and that liability or the damages, care and maintenance and any costs which are attendant thereto are borne by the Union. Staff may attend such meetings only during off duty hours.

5. Where the University has a newsletter or house organ which is published periodically for the information of staff/employees, announcements of Union meetings or affairs will be included if requested by the Union, provided such announcements are consistent with the editorial practice in effect.

6. The University may provide available space for use as an office or for the storage of papers and files of the Union. Provisions of such space shall not be unreasonably withheld when available; however, the University shall not incur any liability for loss or damage that may occur. Further, the Union may be permitted to furnish file cabinets or other equipment to the commitment above and under the same conditions. Permission to utilize facilities of the University may be withdrawn at any time.

7. The University shall not be responsible for phone bills for any phones or extensions utilized by the Union in any offices which may be provided for their use.

E. Reassignment (for Union Officers and Stewards)

1. The University and the Union recognize that Union Officers and Stewards have in their relationship to their jobs a need for continuity in the assigned shift and location which

exceeds that of other fellow staff. It is agreed, therefore, that these Union Officers and Stewards will not be routinely reassigned.

2. Union Officers and Stewards shall not be reassigned, unless special circumstances warrant it. This provision will not be used unreasonably or arbitrarily.

F. Bulletin Boards

1. The University shall provide space on centrally located bulletin boards which will be used exclusively for the posting of Union notices. The space provided at each bulletin board will be a minimum of 30" by 30".

2. The Union shall limit its postings to notices, bulletins, reports and similar materials which shall not contain any profane or obscene matter or be defamatory of any individual or the University. The Union shall not post election campaign materials. The Union Steward shall make the posting(s) once the designated Human Resources Officer approves the posting(s).

G. Leave for Union Activity

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

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

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

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

H. Membership Packets

The Union may supply membership packets which contain information for distribution to new staff, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. The University agrees to distribute such membership packets to new staff during the initial phase of employment. The University will provide a fifteen (15) minute period during the new staff member's training period to allow an IFPTE Local 195 representative to meet and explain the Union's responsibilities. If the Local representative cannot be present during

such training period, the Local Union President or designee will be allowed to make such a presentation to a maximum of twelve (12) times per year.

I. Printing of Contract

The University will reproduce this Agreement in sufficient quantities so that each employee in the negotiations unit will receive a copy, plus additional reserve copies for distribution to employees hired during the term of this Agreement. The University will post the Agreement on its website.

**ARTICLE 22
EFFECT OF LAW**

A. Legislative Action

1. If provisions of this Agreement require legislative action to become effective, or require 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 wages and fringe benefits otherwise available to eligible employees 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 have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

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 23
MAINTENANCE OF BENEFITS, EFFECT OF AGREEMENT
AND COMPLETE AGREEMENT**

A. Maintenance of Benefits

The fringe benefits, which are substantially uniform in their application to employees in the unit, and which are currently provided to those employees, such as the Health Benefits Program, the Life Insurance Program and their like, shall remain in effect without diminution during the term of this Agreement unless modified herein, changed pursuant to statutory authority or modified by subsequent agreement of the parties.

B. Effect of Agreement

Regulatory policies initiated by the various managers of individual institutions or work locations where these employees are working which have the effect of rules governing work conditions within the individual institution or work location and which conflict with any provision of this Agreement shall be considered to be modified consistent with the

term of this Agreement, provided that if the University changes or intends to make changes which have the effect of eliminating such rules, the University will notify the Union in writing at their headquarters: Local 195 IFPTE, 186 North Main Street, Milltown, NJ, 08850. If a request to negotiate is made by the Union to the Governor's Office of Employee Relations within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the University shall enter negotiations with the Union within twenty (20) days of such request on the matter involved, providing the matter is within the scope of issues which are mandatorily negotiable under the New Jersey Employer-Employee Relations Act as amended and further, if a dispute arises as to the negotiability of such matters, that the procedures of the Public Employment Relations Committee shall be utilized to resolve such dispute. The University will negotiate with the Union before changing or establishing any mandatorily negotiable terms and conditions of employment.

C. Complete Agreement

The University and the Union acknowledge this to be their complete Agreement, except as may be added hereto by particular reference in Memorandum of Understanding predating the date of signing this Agreement, and inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations on any issues presented except that proposed new rules or modifications of existing rules governing working conditions shall be presented to the Union in writing, and negotiated upon the request of the Union to the Governor's Office of Employee Relations, as may be required pursuant to the New Jersey Employer-Employee Relations Act as amended. Disputes concerning the application or interpretation of this law may only be resolved by submission to the Public Employment Relations Commission under the appropriate scope of negotiations or unfair practice procedures.

ARTICLE 24

ADMINISTRATION OF AGREEMENT

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

ARTICLE 25

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 26

NOTICES

For the purpose of giving notice, the University may be notified through the Labor Relations Director, Rowan SOM, 40 East Laurel Rd., Stratford, NJ 08084; and the Union through the President, Local 195, International Federation of Professional and Technical Engineers, AFL-CIO, 186 North Main Street, Milltown, New Jersey, 08850.

ARTICLE 27

LIABILITY CLAIMS AND INDEMNIFICATION

A. Employees covered by this Agreement shall be entitled to defense and indemnification as provided in N.J.S.A. 59:10-1 et seq. and N.J.S.A. 59:10A-1 et seq.

B. For informational purposes only, the following paragraphs generally describe the provisions presently contained in the aforesaid:

1. Defense of Employees

- a. Except as provided in paragraph 2 below, the Attorney General shall, upon the request of an employee, provide for the defense of any action brought against the employee on account of an act or omission in the scope of his employment. The Attorney General's duty to defend shall extend to a cross-action, counterclaim or cross-complaint against an employee.
- b. The Attorney General must provide for the defense of an action unless it is more probable than not that one of the following three exceptions applies:
 - i. the act or omission was not within the scope of employment;
 - ii. the act or failure to act was because of actual fraud, willful misconduct or actual malice; or
 - iii. the defense of an action or proceeding by the Attorney General would create a conflict of interest between the University and the employee.
- c. In the event the Attorney General determines that the defense of an action would create a conflict of interest, but the act or omission was within the scope of employment and did not involve actual fraud, willful misconduct or actual malice, the Attorney General may in their discretion retain outside counsel to represent the employee. If the University provides a defense, the cost of counsel shall be borne by the University.
- d. In any other action or proceeding, including criminal proceedings, the Attorney General may provide for the defense of an employee if he concludes that such representation is in the best interest of the University.
- e. Whenever the Attorney General provides for the defense of an employee, the Attorney General may assume exclusive control over the representation of such employee and such employee shall cooperate fully with the Attorney General's defense.
- f. The Attorney General may provide for a defense by an attorney from his own staff or by employing other counsel for this purpose or by asserting the University's right under any appropriate insurance policy, which requires the insurer to provide the defense.

2. Indemnification

- a. If the Attorney General provides for the defense of an employee, the University shall provide indemnification for the employee. Nothing in this section authorizes the University to pay for punitive or exemplary damages or damages resulting from the commission of a crime.
- b. If the Attorney General refuses to provide for the defense of a University employee, the employee shall be entitled to indemnification if the employee establishes that the act or omission upon which the claim or judgment was based occurred within the scope of their employment as an employee of the University and the University fails to establish that the employee acted or failed to act because of actual fraud, actual malice or willful misconduct. If the employee establishes that the employee was entitled to a defense, the University shall pay or reimburse the employee for any bona fide settlement agreements entered into by the employee and shall pay or reimburse for any judgments entered against the employee, and shall pay or reimburse the employee for all costs of defending the action, including reasonable counsel fees and expenses, together with costs of appeal, if any.

Nothing in this section authorizes the University to pay for punitive or exemplary damages resulting from the commission of a crime.

3. Procedures for Requesting Legal Representation and Indemnification

- a. Any employee requesting legal representation from the Attorney General and indemnification shall first make such request to their appointing authority within ten (10) calendar days of the time the employee is served with any summons, complaint, process, notice, demand or pleading. Within a reasonable time from receipt of the summons, complaint, process, notice, demand or pleading from the employee, the appointing authority shall deliver to the Attorney General their recommendation and a copy of the summons and complaint, process, notice, demand or pleading. Upon such delivery the Attorney General may assume exclusive control of the employee's representation and such employee shall cooperate fully with the Attorney General's defense.
- b. After receiving the agency's recommendation, the Attorney General will review said recommendation and in a timely manner will inform the employee in writing whether the Attorney General will provide representation, or if there is a conflict whether the Attorney General will retain outside counsel to represent the employee. In the event that the Attorney General determines that it will not provide for legal representation and/or will not indemnify the employee, the Attorney General shall provide the employee with a written statement of reasons justifying the denial.

4. Dispute Resolution Process

The denial of a request for representation and/or indemnification under this article is a final administrative action which may be appealed directly to the Superior Court, Appellate Division. If the employee appeals the denial of a request for representation and/or indemnification and requests that the Appellate Division accelerate the appeal, the Attorney General will not oppose such a request.

ARTICLE 28
TERM OF CONTRACT, REOPENING, SUCCESSOR
CONTRACT 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, 2027. 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 February 1, 2027, 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, 2027, subject to the provision 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 in an effort to resolve such impasse.

SIDE LETTER – JUNETEENTH

Please note that Juneteenth will be observed on the same day observed by the State of New Jersey. The University recognizes the important significance of this day and seeks to facilitate staff and faculty who want to personally observe this day. As such, the University will provide a seventh float holiday and permit an employee to utilize a float holiday on Juneteenth on the day observed by the State. The employee may make a request to utilize a float holiday on Juneteenth on the day observed by the State, and the request shall not be unreasonably denied but will be considered in light of required minimum staffing levels. If more than one request is received, the request by the employee with seniority will be considered.