

AGREEMENT

This Agreement, made and entered into the 18th day of January, 2008, by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (hereinafter called "Rutgers") and the AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO; Council 52; and its affiliate LOCAL UNION No. 1761 (hereinafter called the "Union").

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ARTICLE 1 – PURPOSE

Rutgers and the Union have entered into this Agreement for the purpose of establishing conditions under which employees as hereinafter defined shall be employed to work for Rutgers and procedures for the presentation and resolution of grievances, and to regulate the mutual relations among themselves with the view of promoting and ensuring harmonious relations, communications, cooperation and understanding between Rutgers and its employees.

ARTICLE 2 – RECOGNITION

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative for wages, hours, terms and conditions of employment of its employees as hereby defined.
2. The terms "employee" and "employees" as used herein shall include all regular employees, both full time and part time employees* (those scheduled to work for twenty (20) hours or more per week), employed in the classifications listed under Appendix "A" attached hereto and included herein by reference and made a part of this Agreement, and for regular employees in such other classifications as the parties hereto may later agree to include; but excluding all probationary employees, confidential employees as agreed previously by Rutgers and the Union, students, casual employees and temporary employees, faculty, professional employees, supervisors, employees in the jurisdiction of other unions now recognized by Rutgers, and all other employees of Rutgers.

* Inclusion in the unit does not change the current benefits for part time employees.

3. Definitions

A. Temporary Employee - A temporary employee is defined as an individual who is hired to work on an hourly basis as an interim replacement or for any short term work. If an individual is hired to perform a job which, if it were a regularly appointed position would be included in the negotiations unit, that individual will not be retained in that job for more than twelve (12) consecutive months, with a four (4) month extension if necessary. Beginning in July 1991, when such individual has worked for twelve (12) months in such job, the University will notify the Union, and the Union will grant the four (4) month extension. If the department needs to retain the individual in this capacity beyond sixteen (16) months, the University will notify the Union prior to the expiration of the sixteen (16) months. If agreement is not reached on this further extension for this individual prior to the expiration of the sixteen (16) months, the individual will not be retained by the department.

B. Casual Employee - A casual employee is defined as an employee who is employed on an intermittent basis.

C. Regular Employee - A regular employee is defined as an employee appointed on a ten (10) or twelve (12) month continuous salaried basis with a specific or indefinite expiration date.

ARTICLE 3 - UNION SECURITY

A. UNION DUES

Rutgers agrees to deduct from the paycheck the biweekly Union dues of each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Rutgers. Each employee may cancel such written authorization giving written notice of such cancellation to Rutgers and the Union between December 15 and December 31 of any year effective January 1 of the ensuing year. The amount of Union dues to be deducted by Rutgers from the employee's paycheck shall be in such amount as may be certified to Rutgers by the Union at least thirty (30) days prior to the date on which deduction of Union dues is to be made. Deduction of Union dues made pursuant hereto shall be remitted by Rutgers to the Union every four (4) weeks together with a list of the names of employees from whose pay such deductions were made.

B. REPRESENTATION FEE

1. Representation Fee Deduction

The parties agree that effective approximately thirty (30) days after agreement on this contract all employees in the bargaining unit who do not become members of AFSCME Local 1761 within thirty (30) days shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

2. Representation Fee Amount

At least thirty (30) days before the effective date of the representation fee, or any subsequent modification thereof, the Union shall notify the University of the biweekly amount to be deducted from non-members' salaries. Any change in the representation fee shall be made upon written notification to the University.

3. Representation Fee Deductions

The representation fee shall be deducted from nonmembers' salaries in equal biweekly installments. Representation fee deductions from the salaries of all nonmember employees shall commence on the payroll begin date following thirty (30) days after the expiration of a COLT eligible employee's probationary period or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the University in a nonbargaining unit position. For the purpose of this Article, ten (10) month employees shall be considered to be in continuous employment.

If, during the course of the year, the nonmember becomes a Union member, the University shall cease deducting the representation fee and commence deducting the Union dues after written notification by the Union of the change in status. Conversely, if the Union member directs the University to cease dues deductions

in a manner appropriate under the terms of the dues checkoff agreement, the University shall commence deduction of the representation fee after written notification by the Union of the change in status. After deduction, representation fees shall be transmitted to the Union in the same manner and at the same time as Union dues.

4. Indemnification

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

ARTICLE 4 - UNION REPRESENTATIVES

1. Authorized representatives of the Union, who are not employees of Rutgers, shall be admitted to the premises of Rutgers. At the time of entering the premises of Rutgers, the Union representatives shall make their presence and destination known to the Office of Labor Relations or the Division Head, or his/her representative responsible for the area to be visited.
2. Stewards (not to exceed 41 in number throughout the University) shall be designated in specific, geographic areas. Names of the employees selected to act as Stewards and their areas of responsibility and the names of other union representatives who represent employees shall be certified in writing to Rutgers by the local Union.
3. Stewards shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Union President or his/her designee shall be granted a reasonable amount of time during his/her regular working hours, without loss of pay, to present, discuss and adjust grievances with Rutgers, provided such person is an employee of Rutgers. When a designee is assigned to act in a particular grievance, the Union will give Rutgers prior notice. Neither a steward, nor a Union officer nor a designee shall leave his/her work without first obtaining permission of his/her immediate supervisor, which permission shall not be unreasonably withheld.
4. The Union may have ten (10) members, who are in the bargaining unit covered by this Agreement, on the contract negotiating committee and six (6) members on the economic reopener. Rutgers agrees that these members shall not lose pay for time spent during their regular working hours while serving in such capacity.
5. Rutgers agrees to permit authorized representatives of the Union employed by Rutgers to take time off without loss of pay for the purpose of attending Union conventions, conferences and educational classes, provided that the total amount of

such time off without loss of pay during the period of this Agreement shall not exceed one hundred ninety (190) days . Permission for such time off must be obtained from Rutgers. Such permission shall not be unreasonably withheld. Names of persons attending such activities and time to be charged shall be certified in writing to the Office of Labor Relations.

ARTICLE 5 – NONDISCRIMINATION

There shall be no discrimination by Rutgers or the Union against any employee or applicant for employment because of race, creed, color, sex, religion, age, marital status, national origin, disability, status as a Vietnam-era Veteran or disabled Veteran, membership or nonmembership in the Union or sexual orientation.

ARTICLE 6 - RULES AND REGULATIONS

Rutgers may establish and issue reasonable rules and regulations concerning the work to be performed by, and the conduct of, its employees, and it shall apply and enforce such rules and regulations fairly and equitably. These rules and regulations shall not be inconsistent with the terms of this Agreement, and Rutgers will make every reasonable effort to have prior discussion on those rules and regulations that may be of general interest or concern as provided for in Article 7. Neither party waives any rights it may have by virtue of New Jersey statutes.

ARTICLE 7 - LABOR/MANAGEMENT CONFERENCES

A Labor/Management Conference is a meeting between the Union, the Office of Labor Relations and such other representative of Rutgers as appropriate, to consider matters of general interest and concern other than grievances. Such a meeting may be called by either party, shall take place at a mutually convenient time and place and may be attended by no more than five (5) Union Representatives employed by Rutgers who shall not lose pay for time spent during their regular working hours at such a meeting. International Representatives and/or Council Representatives may attend such meetings. The work place should be free from harassment. Any claims of harassment shall be the subject of a Labor/Management Conference. Agreements reached at Labor/ Management Conferences will be reduced to writing.

ARTICLE 8 - GRIEVANCE PROCEDURE

1. A grievance is defined as any claimed violation of any provision of this Agreement or of any Rutgers policy relating to wages, hours or other terms or conditions of employment of the employees. The procedure set forth herein is the sole and exclusive remedy for any and all claims pertaining to the provisions of this Agreement.
2. All grievances, regardless of the Step at which they are initiated, must specifically cite which provision of this Agreement and/or Rutgers policy is alleged to have been violated. The Union shall endeavor to set forth specific information indicating the factual nature

of the grievance. This language is not intended to preclude the Union from amending its grievance.

3. Any grievance of an employee, or of the Union, shall be handled in the following manner:

Step 1

The grievance shall initially be presented within ten (10) working days after the occurrence of the event or knowledge of the event out of which the grievance arises. The grievance shall be presented in writing citing the alleged violation. The grievance normally shall be presented to the employee's immediate supervisor or the person with the authority to resolve the grievance. If the employee so requests, the steward may be present at any meeting that takes place at this level in attempting to adjust the grievance. Such meeting shall be held within ten (10) working days after the grievance is submitted in writing. The first level of supervision shall give his/her answer in writing within ten (10) working days after the grievance is submitted in writing.

In cases where the event giving rise to the grievance is not initiated by the employee's immediate supervisor, the grievance initially shall be presented to the first level of supervision having authority to effect a remedy.

Step 2

If the grievance is not resolved at Step 1, the employee or the Union may within ten (10) working days of the written answer forward the grievance to the second level of authority with a copy to the first level of authority and to the Office of Labor Relations. If a Step 2 grievance is filed by an individual employee, the employee shall also send a copy to the Union president. This second level of authority shall within ten (10) working days of receipt of the written grievance hold a meeting. The employee shall be entitled to be accompanied by the steward and/or by either a Union officer or the president's designee. This second level of authority shall send to the employee, to the representative(s) present at the hearing, to the Union president, to the first level of authority and to the Office of Labor Relations his/her written answer within ten (10) working days after the date of such meeting.

Step 3

If the Union is not satisfied with the Step 2 answer, the Union may within ten (10) working days of receipt of that answer submit to the Office of Labor Relations in New Brunswick and where appropriate to the Personnel Officer in Newark the written statement of the grievance along with a written request for a Third Step Hearing.

Such hearing shall take place at a mutually agreeable time and place not later than ten (10) working days after receipt of the written request for such hearing. The employee shall be entitled to be present. The steward, and/or either the Union President or his/her designee shall be present, and the Council representative may be present.

The Third Step Hearing Officer shall give his/her written decision to the employee and to the Union within ten (10) working days after such hearing. These ten (10) working days may be extended by mutual agreement.

If the Union believes that the third step Hearing Officer has based his/her decision on material not presented or referenced at the third step, the Union may request a reconvening of the hearing to review or rebut this material.

A general grievance, one that may affect all or a group of employees, may be presented by the Union at Step 3.

Step 4

If the Union is not satisfied with the decision of the Third Step Hearing Officer, the Union may within ten (10) working days after the receipt of the written decision of the Third Step Hearing Officer submit the grievance to binding arbitration.

Rutgers and the Union agree that the arbitrator to be chosen jointly shall be selected from a panel or panels to be provided by the American Arbitration Association, except that for the life of this Agreement the arbitrator will be chosen from panel(s) provided by the Public Employment Relations Commission. The arbitrator will be selected in accordance with the rules and procedures of the agency.

The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees of the neutral arbitrator and the administering agency shall be borne equally by Rutgers and the Union.

When documents are discovered by the University which were not presented at third step but which will be used at arbitration the University will provide such documents to the Union four (4) working days prior to the arbitration hearing, with the parties realizing that situations may necessitate shorter notice.

4. No arbitrator functioning under the provisions of the grievance procedure terminating at Step 4 in binding arbitration shall have the power to amend, modify or delete any provision of this Agreement.
5. In the case of discharge, the grievance may begin at Step 2 above.
6. In the case of grievances relating to selection of a candidate under the Promotion and Transfer Procedure, Steps 1, 2, and 4 above shall be utilized.
7. Saturdays, Sundays and holidays shall not be considered working days in computing the time limits provided for above. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered a final settlement and such settlement shall be binding upon Rutgers, the Union and the employee or employees involved.

8. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees, during regular working hours, at the Step 4 meeting of the grievance procedure, such employees shall not lose pay for such time.
9. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the employee's steward and attempt to give telephone notice to the President of the Union or the Vice President of the Union responsible for the campus on which the discharged employee had been employed.
10. Rutgers and the Union agree to process a grievance over a discharge in an expeditious manner.
11. Rutgers shall provide a copy of any written reprimand which is to be made part of the employee's central personnel file to the employee and to the President, or in Newark and Camden to the Vice President. The employee shall sign such reprimand, the signature serving only to acknowledge that he/she has read the reprimand. Any employee may file a grievance with respect to any document written to the employee which expresses dissatisfaction with his/her work performance or conduct and with which he/she does not agree.

Annually, through a joint letter from the Union and the Office of Labor Relations, employees will be informed that a document from a supervisor to an employee which expresses dissatisfaction with the employee's work performance or conduct may be grieved under this article.

When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. Disciplinary actions other than letters of reprimand shall remain part of the employee's record.

12. If an employee is being questioned about his/her work performance or conduct and if the employee has a reasonable belief that the answers to such questions will result in discipline, then the employee may request that a steward be present.
13. No employee shall be discharged, suspended or disciplined in any way except for just cause and the sole right and remedy under this Agreement of any such employee shall be to file a grievance through and in accordance with the grievance procedure.
14. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step.
15. In addition, an employee may appeal the interpretation, or application of agreements and administrative decisions which affect terms and conditions of employment, as that concept has been defined by law, by presenting such appeal for determination to the Office of Labor Relations.

16. AFSCME Steward Trainees shall be permitted by the Step One, Step Two or Step Three hearing officer to attend such hearing, provided that the steward trainee has received permission from his/her supervisor to be in attendance at such hearing.

ARTICLE 9 - SENIORITY AND LAYOFF

1. All employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The probationary period may not be extended without concurrence of the Union. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article 8 - Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment. In the event that two (2) employees have the same seniority date, their respective seniority shall be determined by alphabetical order of their last names.
2. Seniority for full time and part time type 1 employees for the purpose of this article shall be based upon an employee's continuous length of service in the bargaining unit, except that employees employed on grant funds shall be credited with their seniority after thirteen (13) months of continuous service in the bargaining unit. Part time employees' seniority shall be maintained on separate seniority lists for Camden, Newark and New Brunswick.
3. The Office of Labor Relations shall maintain seniority lists of employees by seniority units, copies of which shall be furnished to the Union.

Seniority units are as defined as follows:

- a. Camden
 - b. Newark
 - c. New Brunswick
4. An employee's seniority shall cease and his/her employee status shall terminate for any of the following reasons
 - a. Resignation or retirement
 - b. Discharge for cause
 - c. Continuous layoff for a period exceeding six (6) months for employees with less than two (2) years continuous service; continuous layoff for a period exceeding one (1) year and one (1) day for employees with two (2) years or more continuous service.
 - d. Failure of laid off employee to report for work either (i) on date specified in written notice of recall mailed seven (7) or more calendar days prior to such date, or (ii) within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless return to work as herein provided is excused by Rutgers.

Written notice of recall to work shall be sent by Rutgers by certified mail, return receipt requested, to the employee's last known address as shown on Rutgers' personnel records.

- e. Failure to report for work for a period of three (3) consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.
 - f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.
5. When Rutgers decides to reduce the number of employees in any particular job title on a campus (New Brunswick, Newark, Camden), the employee(s) so affected may displace the least senior employee in his/her job title who is also less senior than the affected employee, provided he/she has the requisite qualifications and abilities to perform the work available; if the affected employee does not have the requisite qualifications and abilities to perform the work available, the provisions of paragraph (6) shall apply.

Special Conditions

If the job title identified pursuant to the above paragraph has Special Condition(s) that the affected employee cannot perform, the affected employee may then displace the next least senior employee in such job title in the seniority unit, who is less senior in the job title than the affected employee, provided the affected employee has the requisite qualifications and abilities to perform the work available. This process in respect of Special Conditions shall continue until a bump within the affected employee's job title in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available, has been identified, or all eligible positions pursuant to this provision have been exhausted. If after this process no such bump has been identified, the provisions of paragraph (6) below shall apply

6. If the affected employee does not have the requisite qualifications and abilities to perform the work available in order to displace the less senior identified employee(s) in the affected employee's job title, the affected employee may displace the least senior employee, who is also less senior than the affected employee, in the next lower-rated classification in his/her expanded job family (Appendix B) in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available.

Special Conditions

If the job title identified pursuant to paragraph (6) has Special Condition(s) that the affected employee cannot perform, the affected employee may then displace the next least senior employee in such job title in the seniority unit, who is less senior in the job title than the affected employee, provided the affected employee

has the requisite qualifications and abilities to perform the work available. This process in respect of Special Conditions shall continue until a bump within the affected employee's job title in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available, has been identified or all eligible positions pursuant to this provision have been exhausted.

7. Any employee(s) so displaced may in turn displace the least senior employee, who is also less senior than the affected employee, in the next lower-rated classification in his/her expanded job family in the seniority unit for which he/she has the requisite qualifications and ability to perform the work available.
8. Employees hired on a 10-month basis shall not be entitled to utilize the provisions above during the off season of July and August. Such employees may apply to the Division of Personnel for casual work during this period without jeopardizing the status of their regular appointment.
9. Employees laid off during a layoff which persists for thirty (30) calendar days or less shall not be entitled to displace any other employee during this layoff period. Such temporary layoff is not subject to the notification provisions of Article 30. This paragraph 9 which is intended for extraordinary circumstances shall not be utilized to circumvent the other seniority and layoff provisions of this Article.
10. Any employee exercising his/her right to displace another employee with less seniority in any lower rated job title shall be paid at the rate of such job in accordance with regulations governing an employee being assigned to a lower rated title, but not more than the maximum of such job.
11. Employees laid off from Rutgers shall be recalled to work in their seniority unit from layoff in order of their seniority to a position in the same job title as the one vacated at time of layoff provided that they have the requisite qualifications and ability to perform the work available. Such employees may apply to the Division of Personnel for casual work without jeopardizing their rights of recall.
12. For purposes of layoff and recall, the President, three Vice Presidents, the Secretary/Treasurer, Recording Secretary, Corresponding Secretary and all recognized stewards, or an alternate steward temporarily filling the role of the steward during the absence of the steward, shall be granted top seniority in their seniority units during their terms of office, provided that they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the University with a list of names and geographic areas of responsibility of these persons holding the positions described as being granted top seniority and will keep the list current.
13. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate seniority in the seniority unit from which he/she was promoted or transferred only for a period of one (1) year from the time of his/her promotion or transfer, during which period of time the employee may be

returned to work in a position comparable to the one which he/she held at the time of his/her promotion or transfer.

14. In determining requisite qualifications and abilities to perform the work available, Rutgers will give the same consideration to employees exercising their seniority rights as they would to new employees in qualifying for the specific position.
15. If a department lays off an employee but continues to employ a casual employee (Type 4) to perform the same or similar functions as the laid off employee, the department will offer that employee that work as a Type 4, as an option to termination of employment, if the employee has the qualifications and ability to perform it. The employee will be paid at the rate the casual employee was being paid. An employee who elects to work as a casual employee will remain on the recall list in accordance with the Agreement.
16. When there is more than one vacancy in the job title of an affected employee, all of the vacancies in that title in the seniority unit will be considered the least senior.

ARTICLE 10 - VACATION ELIGIBILITY AND ALLOWANCE

Regularly appointed full time employees are first eligible for vacation upon completion of the fiscal year during which they are employed, and they will accrue vacation at the rate of one (1) day for each full month employed during the period. The allowance earned in one (1) fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the employee and his/her supervisor, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, an employee may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and employee mutually agree to such an extended vacation.

Where a University holiday falls within an approved vacation period, it is not counted as a vacation day except if the vacation allowance is being paid upon resignation or death. If an employee becomes ill during five (5) or more of his/her vacation days, he/she may request that that portion of his/her vacation during which he/she was ill be converted from vacation time to sick leave provided that:

1. He/she was hospitalized during his/her vacation period; or
2. He/she was under a doctor's care for illness other than a chronic condition during the course of his/her vacation.

In order to be eligible for such conversion of vacation to paid sick leave, the employee must submit acceptable evidence of hospitalization or of a doctor's attendance. When a death occurs in the immediate family while an employee is on vacation, bereavement time may be charged.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring employee is entitled to any unused vacation earned in the previous fiscal year plus the amount of vacation accrued on a pro-rata basis for service in the

fiscal year in which retirement occurs. The total amount may exceed the normal annual allowance. If a holiday falls within the vacation period, it is not counted as a vacation day.

Upon separation, an employee shall be entitled to payment for his/her accrued vacation allowance. Such allowance shall include any unused vacation earned in the previous fiscal year plus the amount of vacation earned in the fiscal year when separation occurs.

Payment will be made for unused vacation allowance of a deceased employee who had been a regularly appointed staff member. Such payment shall be for any unused vacation earned in the previous fiscal year, and vacation accrued on a pro-rata monthly basis for service in the fiscal year in which death occurs.

Vacation allowances are based on fiscal years of service as follows:

1. Less than one year of service: - one full working day for each full month of service.
2. One through twelve years: - fifteen working days.
3. Thirteen through twenty years: - 20 working days.
4. Over twenty years: - 25 working days.

When an employee completes twelve (12) years of service during a fiscal year, he/she will earn vacation for the remainder of the fiscal year at the rate of 1-2/3 days for each full month of service. When an employee completes twenty (20) full years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of two (2) days for each full month of service.

Vacations shall be taken at the convenience of the department with consideration given to employees' preferences.

In the event of any conflict, the employee with the greater seniority shall be given preference.

Vacation schedules, once decided, cannot be changed without mutual agreement by all employees affected, subject to approval by supervision.

The rate of vacation pay shall be the employee's regular straight time rate of pay.

ARTICLE 11 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one (1) full holiday or two (2) half holidays during the Christmas Season, three (3) other holidays to be annually determined by Rutgers, and two (2) holidays to be selected by the individual employee. Employees shall be eligible for the individually selected holidays after six (6) months of employment and the rules for their use will be governed by those applicable to administrative leave as provided in Article 19 of this Agreement.

An employee whose regularly scheduled day off falls on a University holiday may request a particular day off in that workweek as an Alternate Day off. If the request can be granted without interfering with the needs of the department, it will be granted. If the department determines that its needs do not permit granting that day, the department may assign another day during that workweek as the Alternate Day off. If the employee is not given an Alternate Day off during that workweek the University holiday counts as compensable hours toward overtime.

ARTICLE 12 - REST PERIODS

Where the nature of the work lends itself to pauses during the workday, full time employees working in such an environment are eligible, during each one-half shift, for either an aggregate of fifteen (15) minutes rest period or for one 15-minute rest period.

In those situations where the nature of the work is continuous and uninterrupted, (for example, when an employee(s) is required to remain at a definite station or machine), full time employees working in such an environment are eligible for a formally scheduled rest period of fifteen (15) minutes during each one-half shift. These provisions shall not be utilized to permanently deny an employee a rest period.

Part-time employees are eligible for either an aggregate of fifteen (15) minutes rest period, or for one fifteen (15) minute rest period, for each one half shift the employee is regularly scheduled to work.

If it is necessary to leave the work station, it is understood that there be sufficient coverage of said work station. Type of rest period and scheduling of such shall be at the discretion of the employee's supervisor. Rest period time is not cumulative.

ARTICLE 13 - SICK LEAVE

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

The meaning of sick leave may be extended to include a charge to the employee's accrued sick leave time to provide medical care to a seriously ill family member as defined in the special circumstances described below. The number of days that the employee may charge to accrued sick leave time for the special circumstances described in sections 1 and 2, below, shall not exceed a total of five (5) days per fiscal year.

Special Circumstances:

1. **Emergency Attendance.**
Employee's emergency attendance on a member of the employee's immediate family (mother, father, spouse, child, step child, foster child, sister, brother, grandmother, grandfather) who is seriously ill.

2. **Medically Certified Care.**
Employee's attendance upon the employee's seriously ill spouse, parent, or child at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill spouse, parent, or child, to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix E. Use of sick time will not be permitted where the employee has failed to provide the certified form.

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

Full-time employees hired prior to July 1, 2000 earn fifteen (15) days of sick leave in each fiscal year at the rate of 1-1/4 days per month. During the first year of employment, employees will earn sick leave at the rate of one (1) day per month of service except that employees appointed on July 1 will earn sick leave at the rate of 1-1/4 days per month.

Full-time employees hired on or after July 1, 2000 will earn sick leave at the rate of one (1) day per month of service. After seven (7) years of service, full-time employees hired on or after July 1, 2000 will earn sick leave at the rate of one and one-quarter (1-1/4) days per month of service, effective on the first July 1 after the seventh year of service has been completed.

Unused sick leave is cumulative.

Employees are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the work day on which sick leave is used and to keep the supervisor adequately informed should the absence extend beyond one day.

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

ARTICLE 14 - BEREAVEMENT LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, or any relative of the employee residing in the employee's

household) may charge up to three (3) days for such absence to attend the funeral or for mourning. Such time must be initiated within seven (7) calendar days from notice of the date of death. If such notification exceeds the date of death by more than seven (7) days, a department may require verification of notification. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave.

Employees are eligible to receive one (1) day of bereavement leave for attendance at the funeral of the employee's mother-in-law, father-in-law, son-in-law, daughter-in-law.

In the event of the death of an employee's brother-in-law or sister-in-law, the employee may request to use one (1) day of available vacation time, administrative leave, or personal holiday time. Such request will not be unreasonably denied.

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

ARTICLE 15 - PREGNANCY/CHILDBIRTH, ADOPTION, CHILD CARE LEAVE

A. Pregnancy/Childbirth An employee desiring to work during pregnancy must furnish Rutgers with a physician's certificate indicating the expected date of birth and the physician's opinion as to how long the employee may continue to work. Unless the University requires an additional medical opinion, the employee will be permitted to work until the time specified by her own physician. An employee who is unable to work during pregnancy because of a disability may charge the time to vacation, administrative leave, personal holiday or sick leave to the extent it is available. For the period of disability after childbirth, she may also charge vacation, administrative leave, personal holiday or sick leave to the extent it is available. If sick leave is not available, the employee should apply for temporary disability insurance. An employee who has no earned time to charge will be given a leave of absence without pay in accordance with Article 17 and may elect to continue Rutgers benefit programs by personal contributions while on such leave.

The employee must keep the department fully advised as to due date, expected date of return, whether she will also request Family Leave to care for the child, and any complications that may keep her from returning to work on the expected date of return. She will be reinstated to her original position under most circumstances, or to a position of similar status and pay. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement which will be terminated at the time she returns.

An employee who wishes to work part-time for some period before childbirth should discuss this request with her supervisor to determine whether such request can be accommodated.

This policy applies to all female employees regardless of marital status.

B. Adoption An employee who wishes to take unpaid time off upon placement of a child for adoption should apply for Family Leave. Family Leave will be granted in accordance with the provisions of the Act.

C. Child Care Leave An employee who wishes to take unpaid time off for child care after the birth of a child should apply for Family Leave. Family Leave will be granted in accordance with the provisions of the Act.

The provisions of B. and C. apply to male and female employees.

ARTICLE 16 - MILITARY LEAVE

1. Training

Any full-time regularly appointed employee who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a leave of absence with pay for the usual prescribed training period not to exceed fifteen (15) working days per year. Such leave shall not be charged against vacation time.

The employee must give the supervisor a two (2) week advance notice of such leave and must present to the supervisor a copy of the official governmental orders authorizing the military training.

2. Induction or Enlistment

Any full time regularly appointed employee, excluding grant and temporary employees, who initially enters active service in any branch of the armed forces of the United States of America for more than six (6) months either voluntarily or pursuant to law shall be granted a leave of absence without pay for the period of such service plus ninety (90) days immediately following separation.

Such an employee, unless dishonorably discharged, shall be entitled to reemployment by Rutgers provided application for reemployment is made prior to expiration of the leave.

In case a service-connected disability prevents the employee from returning to work within the normally prescribed time, the employee may request that the leave be extended and upon submitting to Rutgers substantiating medical evidence, a six (6) month leave extension may be granted, the total of such extensions not to exceed twelve (12) months from the date of separation.

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

Sick leave days will not accrue during the military service leave but the time will count as University service in applying vacation scales and with regard to seniority.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

1. An employee may submit a written request for leave of absence without pay for consideration by Rutgers. Such request shall be granted by Rutgers only in exceptional situations.
2. An employee who is unable to perform the duties of his/her job title because of illness or injury shall be given a leave of absence without pay. Such leave of absence shall be limited to a period of three (3) months, but shall be renewable for a justifiable reason for additional three (3) month periods, not to exceed a total leave of absence of one (1) year.
3. Employees on leave of absence shall retain and accumulate seniority during such leaves of absence. Upon expiration of an employee's leave of absence, the employee shall be returned to his/her former position, if it is open, or to a position comparable to the one previously held.
4. Employees on leave without salary for one (1) month or longer do not accrue vacation or sick leave benefits. Employees on leave of absence due to injuries occurring in the course of and arising out of employment for Rutgers, will earn sick leave and vacation until workers' compensation payments cease.

ARTICLE 18 - JURY DUTY

Rutgers shall grant time off with full normal pay to those employees who are required to serve on jury duty during such periods as the employee is actually serving. If jury duty does not require a full day, it is expected that the employee will return to his/her duties.

If an employee whose regular work schedule is an afternoon or night shift is required to serve on jury duty during non-shift hours, the employee will be released from his/her scheduled work shift on the date(s) of jury duty for an amount of time equal to the non-shift hours spent on jury duty, not to exceed the number of hours in the employee's regularly scheduled workday.

Employees are required to submit to their supervisors the notification of jury duty upon receiving it and to submit verification of daily attendance upon return to work.

ARTICLE 19 - ADMINISTRATIVE LEAVE

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

Employees appointed on a 10-month basis shall be granted administrative leave on the same basis except the maximum shall be two and one half (2-1/2) days per year. Administrative leave for part time employees shall be prorated in accordance with the length of their work week.

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

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

Administrative Leave must be scheduled in minimum units of one (1) hour.

Such leave shall not be cumulative. Unused balances in any year shall be cancelled. An employee who leaves employment shall not be required to reimburse Rutgers for earned days already used.

ARTICLE 20 - SALARY

1. In the case of employees paid from other than State funds, the University will endeavor to persuade funding agencies to conform in accord with the University salary structure.
2. In the event funding agencies do not conform in accord with the University salary structure, the failure to do so will be the subject of a Labor/Management Conference under Article 7.
3. Salary Program

The following salary adjustments are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement.

When it is possible to do so, salary detail as to overtime and rates will be printed on check stubs.

Fiscal Year 2007-2008

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2007, the salary schedule in effect on June 30, 2007 shall be increased across the board by three percent (3.0%).
3. A full-time, or part-time, 12-month employee, whose annualized base salary on June 30, 2007 was less than \$37,000, who continues on the payroll through July 1, 2007 shall receive a lump sum bonus, not added to or made part of the base

salary, calculated as the difference between three percent (3.0%) of the employee's annualized base salary on June 30, 2007 and three percent (3.0%) of \$37,000. This lump sum bonus shall be appropriately pro-rated for part-time, 12-month employees.

4. A full-time, or part-time, 10-month employee, whose annualized base salary on June 30, 2007 was less than \$37,000, who continues on the payroll through September 1, 2007 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three percent (3.0%) of the employee's annualized base salary on June 30, 2007 and three percent (3.0%) of \$37,000 and appropriately pro-rated.

Fiscal Year 2008-2009

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2008 the salary schedule in effect on June 30, 2008 shall be increased across the board by three percent (3.0%).
3. A full-time, or part-time, 12-month employee, whose annualized base salary on June 30, 2008 was less than \$37,000, who continues on the payroll through July 1, 2008 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three percent (3.0%) of the employee's annualized base salary on June 30, 2008 and three percent (3.0%) of \$37,000. This lump sum bonus shall be appropriately pro-rated for part-time, 12-month employees. The bonus shall be paid in July 2008 for 12-month employees.
4. A full-time, or part-time, 10-month employee, whose annualized base salary on June 30, 2008 was less than \$37,000, who continues on the payroll through September 1, 2008 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three percent (3.0%) of the employee's annualized base salary on June 30, 2008 and three percent (3.0%) of \$37,000 and appropriately pro-rated. The bonus shall be paid in September 2008 for 10-month employees.

Fiscal Year 2009-2010

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2009, the salary schedule in effect on June 30, 2009 shall be increased across the board by three and one-half percent (3.5%).
3. A full-time, or part-time, 12-month employee, whose annualized base salary on June 30, 2009 was less than \$37,000, who continues on the payroll through July 1, 2009 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three and one-half percent (3.5%) of the employee's annualized base salary on June 30, 2009 and three and one-half percent (3.5%) of \$37,000. This lump sum bonus shall be appropriately pro-rated for part-time, 12-month employees. The bonus shall be paid in July 2009 for 12-month employees.
4. A full-time, or part-time, 10-month employee, whose annualized base salary on June 30, 2009 was less than \$37,000 who continues on the payroll through

September 1, 2009 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three and one-half percent (3.5%) of the employee's annualized base salary on June 30, 2009 and three and one-half percent (3.5%) of \$37,000 and appropriately pro-rated. This bonus shall be paid in September 2009 for 10-month employees.

Fiscal Year 2010-2011

1. Each eligible employee will receive a normal merit increment on the appropriate anniversary date.
2. Effective July 1, 2010, the salary schedule in effect on June 30, 2010 shall be increased across the board by three and one-half percent (3.5%).
3. A full-time, or part-time, 12-month employee, whose annualized base salary on June 30, 2010 was less than \$37,000 who continues on the payroll through July 1, 2010 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three and one-half percent (3.5%) of the employee's annualized base salary on June 30, 2010 and three and one-half percent (3.5%) of \$37,000. This lump sum bonus shall be appropriately pro-rated for part-time, 12-month employees. The bonus shall be paid in July 2010 for 12-month employees.
4. A full-time, or part-time, 10-month employee, whose annualized base salary on June 30, 2010 was less than \$37,000, who continues on the payroll through September 1, 2010 shall receive a lump sum bonus, not added to or made part of the base salary, calculated as the difference between three and one-half percent (3.5%) of the employee's annualized base salary on June 30, 2010 and three and one-half percent (3.5%) of \$37,000 and appropriately pro-rated. This bonus shall be paid in September 2010 for 10-month employees.

ARTICLE 21 - BIWEEKLY PAY

Employees are to be paid on a bi-weekly basis.

ARTICLE 22 - ANNIVERSARY DATES

A new employee is assigned an initial salary anniversary date based on the effective date of appointment. When the date of appointment is the first day of the calendar quarter, that date, in the next fiscal year, becomes the initial anniversary date. When the date of appointment occurs after the first day of a calendar quarter, the first day of the following calendar quarter, in the next fiscal year, becomes the initial anniversary date. An employee's anniversary date may, however, change as a result of other actions such as promotion or salary adjustments.

ARTICLE 23 - PROMOTION COMPENSATION

1. Upon promotion, an employee's salary is increased one increment in his/her present range; then, if no step in the new range is equal to this increased rate, his/her salary will be adjusted to the next higher rate.

2. In the case of employees paid from other than State funds, the University will endeavor to persuade funding agencies to conform in accord with the University salary structure.
3. In the event funding agencies do not conform in accord with the University salary structure, the failure to do so will be the subject of a Labor/Management conference under Article 7.

ARTICLE 24 - ACTING CAPACITY

When Rutgers appoints by written notice an employee to temporarily work in a higher title in an acting capacity as an interim replacement for a period of ten (10) calendar days or more, the employee will be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title. It is not the intention of the University to rotate such assignments solely for the purpose of circumventing this benefit. If such assignment is not put in writing to the employee, the employee will not be held accountable for performing the higher level work.

ARTICLE 25 - OVERTIME

1. Overtime hours requested and authorized by the employee's supervisor beyond forty (40) hours in the standard workweek shall be paid at the rate of one and one-half the employee's regular hourly rate. Effective July 1, 2004, hours worked beyond thirty five (35) but less than or equal to forty (40) hours in the standard workweek by employees whose regular workweek is thirty five (35) hours shall be compensated by either paying the employee's regular hourly rate, or by providing compensatory time off at a time and one-half rate at the supervisor's discretion.
2. The standard workweek to be used in computing overtime hours and pay requirements will extend from 12:01 a.m. Saturday through Midnight Friday.
3. Overtime Distribution - Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in each job classification within each work unit, after taking into consideration the nature of the work to be performed during the overtime hours and the qualifications and abilities of the employees in the work unit. Employees shall be expected to work a reasonable amount of overtime upon request. Any refusal of overtime work shall be recorded as an opportunity to work overtime by the employee. The Union shall have access to the overtime record on a reasonable basis. If, because of refusals to work overtime, there are an insufficient number of employees available to perform the overtime work, Rutgers may assign the overtime work to the necessary number of the least senior employees in the work unit who have the qualifications and abilities to perform the work. Employees will be given 24 hours advance notice of scheduled overtime. When such notice has not been given, scheduled overtime will be on a voluntary basis.

4. Paid time off for vacation, sick leave, holidays, administrative leave and jury duty is counted as hours worked in determining the number of hours an employee has worked in a given week.
5. Holiday Premium: An eligible employee who is authorized to work on an observed holiday will, in addition to his/her regular pay for the day, earn compensation at time and one half the employee's normal rate for all hours worked.

ARTICLE 26 - CALL BACK PAY

Any employee who is called back to work after he/she has completed his/her regular shift and has left his/her place of work shall be guaranteed a minimum of four (4) hours work or compensation in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) hour minimum guarantee, which are required by his/her supervisor.

ARTICLE 27 - AUTO ALLOWANCE

No employee will be required to use his/her car for Rutgers business unless Rutgers designates his/her job as one requiring use of the employee's car, or designates such requirement as a result of change in job content.

Neither may an employee use his/her personal car on Rutgers business unless advance approval is given by the employee's supervisor.

The employee must carry Automobile Liability Insurance with liability limits of at least 25/50/10. The cost of any physical damage to the vehicle is the sole responsibility of the owner. Any accident must be reported to the Rutgers Insurance Department.

Use of a personal car on authorized Rutgers business is reimbursable at the prevailing reimbursement rate as specified in University Regulations and Procedures.

ARTICLE 28 - CHANGE IN WORKSHIFTS

Prior to effecting a change of one hour or more in the regular starting time of work shifts, Rutgers will give at least one week notice to affected employees and will discuss such change and the need for same with the representatives of the Union, unless circumstances, such as in emergency situations, make such notice and prior discussion impracticable.

Prior to effecting a temporary change of work location requiring transportation, the affected employee will receive notice of such change no later than the previous work day. If such notice is not timely given, the Department will provide the employee with a means of transportation to and from that location, if necessary.

ARTICLE 29 - SHIFT PREFERENCE

When a vacancy occurs or a new job is created within a given job classification in a work unit having more than one shift, any employee in the same classification may elect, in accordance with seniority, to change his/her shift to that shift in which the opening occurs, provided in the judgment of supervision that the efficiency of the particular operation will not be impaired by such a change and provided that no employee shall voluntarily exercise his/her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift unless he/she shall in writing have requested a change in shift no earlier than six (6) months and no later than two (2) weeks before any such opening occurs.

Effective July 1, 2007, a shift premium of fifty (\$.50) cents per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.

Effective July 1, 2007, a shift premium of forty (\$0.40) cents per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.

Paid time off is considered to be time worked for eligibility for payment.

Employees must be employed on the date of payment in order to receive this payment.

ARTICLE 30 - LAYOFF, RESIGNATION NOTICE

Rutgers agrees that prior to any layoff it will, except in case of emergencies, give at least twenty (20) calendar days notice to the employees affected (except probationary employees), and in consideration therefore, the Union agrees that the employees covered by this Agreement will, except in case of emergencies, give at least fourteen (14) calendar days notice prior to resigning from employment.

ARTICLE 31 - TECHNOLOGICAL CHANGE

The University shall have the sole right to make technological and other such major changes in its operation as it may deem advisable for its efficient operation. However, prior to the introduction of any such changes, the University shall notify the Union of such contemplated changes and of any opportunities for training. In the event the introduction of any new process or equipment results in layoff of persons, these matters shall also be discussed with the designated Union representative prior to their introduction. Any such layoffs shall be made pursuant to the layoff procedure in Article 9.

ARTICLE 32 - JOB POSTING PROCEDURE

The procedure to be used by the employer to indicate a promotional opportunity or a transfer shall be called a "posting procedure." The posting procedure for clerical, office,

laboratory and technical employees shall be divided into two categories: Promotional Opportunities-Vacant Positions, and Recruitment Notifications. The posting procedure shall be used in a manner consistent with the goals of the Affirmative Action Program and the provisions of the collective negotiations Agreement between Rutgers and AFSCME Local 1761.

PROMOTIONAL OPPORTUNITY-VACANT POSITION

Promotional Opportunities-Vacant Positions are defined as those positions within the COLT bargaining unit which are above the elementary level category (see Appendix C) for each job family. When vacancies occur and are to be filled for any of these job classifications, each such promotional opportunity shall be posted on an individual job by job basis in the geographic area concerned (New Brunswick, Newark or Camden) and in one location on each of the other geographic campuses for a period of five (5) work days. The posting shall be on a form entitled "Promotional Opportunity-Vacant Position" and will include the following information:

1. Title of Position
2. Salary Range
3. Geographic Location
4. Department
5. "Scope and Function" and "Requirements" paragraphs of the generic job description.
6. Date Posted
7. Workweek designation if other than 35 hours
8. Expiration Date of Posting
9. Special Conditions
10. Specific requirements such as specialized skills, specialized machine capabilities or language skills.
11. Positions awarded by listing job number, name of successful bidder, old job title, new job title and seniority date; or by listing job number and the term "new hire" whichever is applicable.
12. The heading will include "AFSCME Local 1761, AFL-CIO."

This information is to be prepared by the Personnel Office for weekly publication. Positions which are posted are not to be reposted in subsequent weeks if they have not been filled. Copies of all job postings will be provided to the Union President. Copies of all job postings will be provided to all stewards and Vice Presidents in the geographic areas concerned. Rutgers will provide to a Union designee in each seniority unit a list of applicants who were successful in the posting procedure.

RECRUITMENT NOTIFICATION

At the discretion of the administration, any position vacancy in a classification other than those listed in the COLT bargaining unit, or elementary level positions, or confidential positions may be made known if such information seems appropriate for distribution. It shall be the responsibility of the appropriate Personnel Office to prepare and distribute such recruitment notices.

GENERAL

POSITIONS TO BE POSTED

All permanent 12 or 10 month vacant positions of twenty (20) hours or more per week that are to be filled and are included within the COLT bargaining unit shall be posted.

EMPLOYEES ELIGIBLE TO USE THE POSTING PROCEDURE

Those Rutgers University employees who are considered eligible to use this posting procedure shall be defined as those employees eligible for inclusion in the COLT bargaining unit, including employees working twenty (20) hours a week or more, and having been employed by Rutgers University on a continuous basis for a period of at least six (6) months. Casual and temporary employees are not eligible to bid. Reclassification shall not be a bar to bidding. Employees holding confidential positions may also use this posting procedure.

HOW TO APPLY

Employees covered by this procedure who feel qualified for any posted position may apply for it. A completed bid form for each position applied for must be in the designated Personnel Office at the time specified on the posting. If any interview takes place, the employee shall request permission of his/her immediate supervisor to be absent for the time required. Permission will not be unreasonably denied.

Contents of the job requisition for a position will be shared with an employee at his/her request in accordance with specific instructions on the posting sheet.

POSTING PERIOD

All positions which must be posted shall be posted for five (5) consecutive work days. Saturdays, Sundays, and holidays shall not be considered work days for purposes of this procedure.

Only if application is made for a posted position during this five (5) day period is there an obligation to consider that applicant for the position.

SELECTION OF CANDIDATES

The selection of the successful candidate will be determined with primary consideration given to performance, demonstrated ability and qualifications. After these factors have been carefully considered, if two or more candidates for the vacancy are equally qualified based on the aforementioned criteria, then seniority shall be the determining factor in the selection of the successful applicant for the position. Employees covered by this Agreement will be considered for selection regarding vacant Local 888 positions after Local 888 applicants but before applicants from any other sources, provided they apply during the appropriate posting period. Non-selection regarding vacant Local 888 positions will not be subject to the grievance procedure.

FUNDING

If a position is funded as opposed to being supported by a regular budgetary line, a notation should be made on the posting of this fact; in this manner, employees will be aware that this is a term appointment rather than an indefinite one.

FREQUENCY OF APPLYING FOR A POSTED POSITION

There shall be no limitation on the number of times an individual who is eligible may bid on posted positions, except that after an employee has successfully bid and has been accepted, the employee must wait six (6) months before bidding on another position.

RECLASSIFICATIONS WITHIN DEPARTMENTS

Where, because of increase in duties and responsibility or for other bona-fide reasons, a department wishes to recommend that a position be reclassified, the reclassification procedure shall be followed. This reclassification cannot be used, however, to promote an existing employee into a vacant position. In such a case, the vacant position must be posted as outlined above.

ARTICLE 33 - POSITION CLASSIFICATION REVIEW

1. An employee wishing to request a position classification review will submit a completed request to the Department Head/Director and simultaneously send a copy to the appropriate personnel office on forms designed by Rutgers. The personnel office will complete such review within eight (8) weeks, with a two (2) week extension if necessary, after signoff of the forms by the Vice President/Provost, or consultation by University Human Resources with the employee's department. Compensation for any new job classification will be effective retroactively to the payroll begin date following receipt of completed request-for-review materials at the appropriate personnel office.
2. If the employee is dissatisfied with the results of the review, he/she may appeal within six (6) weeks to the Office of Wage & Salary Administration for a second review of the classification material. Such review will be completed within six (6) weeks with a two (2) week extension if necessary.
3. If the employee and the Union are dissatisfied with the decision of this first appeal the Union may, within thirty (30) days of receipt of that decision, submit the appeal to a neutral Classification Review Officer (CRO).

The Classification Review Officer, who will be an expert in the field of salary and classification, will be selected mutually by the Union and the University and will serve for the duration of the Agreement.

The Classification Review Officer will consider each case appealed to him/her on its individual merits and any determination by the Classification Review Officer will not be applicable to other employees. The Classification Review Officer will conduct hearings in an expeditious and informal manner. The Classification Review Officer will submit

his/her written recommendations to the parties within thirty (30) calendar days of the hearing date or any extension mutually agreed to by the parties.

4. The determination of the Classification Review Officer will not be denied arbitrarily by the University; the University will provide reasons in writing for any denial of a Classification Review Officer determination.

A decision by the University not to reclassify an individual position whose reclassification has been recommended by the CRO will not be made for budgetary reasons.

5. If a position classification review is requested of Wage & Salary by other than the incumbent in the position, the incumbent shall be informed by Wage & Salary that such a review has been initiated. Contents of the job description submitted and the decision of Wage & Salary will be shared by the department with the incumbent. The employee has the right to respond in writing to Wage & Salary, with a copy to his/her supervisor, concerning all data submitted to Wage & Salary.
6. Wage & Salary will inform the Union of any change in the form and the rationale for the change.
7. When an employee's position has been reclassified to a lower level, the employee may accept the downgrade; may use the layoff, bumping procedure or may appeal the downgrade through steps two and three of this procedure. If the latter option is chosen, no salary reduction will be implemented until the payroll begin date after the final decision is made.

ARTICLE 34 - JOB EVALUATION MANUAL

Rutgers shall provide to the Union a job evaluation manual containing job descriptions for all jobs in the bargaining unit.

In the event that Rutgers establishes a new bargaining unit job title or changes the duties as described in the generic job description of an existing job title, the Union will be notified in writing of the new job title, the new job description and/or the changed generic job description, and the salary range assigned. If requested by the Union within fifteen (15) working days of said notification, Rutgers and the Union shall negotiate the salary range assigned subject to the Public Employment Relations Commission rules governing negotiations. Any range designation established through said negotiations will be retroactive to the date of said notification. Retroactive payment shall be applicable only to those employees who are in said title at the time of agreement on the designation.

A list of all bargaining unit employees promoted or reclassified out of the unit will be sent to the Union President on a monthly basis. Copies of the administrative job posting sheets will be sent to the Union President as produced.

ARTICLE 35 - BULLETIN BOARDS

Rutgers shall provide for each agreed-upon area a bulletin board, space on a bulletin board or space for a bulletin board for posting by Union representatives of notices related to official Union matters. The Union agrees that notices posted on such bulletin boards shall only contain material related to official Local 1761 business.

ARTICLE 36 - SAFETY COMMITTEE

Rutgers and the Union agree to establish jointly a committee to discuss mutual problems concerning employee safety and health. The committee shall be a standing committee, and once constituted shall meet regularly bimonthly to discuss long range, overall safety and health problems of employees. Video Display Terminals and their operation will be discussed at such safety committee meetings. Immediate safety problems should be reported to the supervisor or to the Department of Radiation and Environmental Health and Safety. The Union may appoint two (2) employees who shall not lose pay for the time spent at committee meetings. A representative of AFSCME may attend committee meetings.

ARTICLE 37 - UNIVERSITY PROCEDURES

Rutgers and the Union agree that employees shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to the bargaining unit provided for in the University Regulations, Procedures, and Forms Usage Manual and not provided for herein. During the life of the Agreement, any change in the University Regulations, Procedures, and Forms Usage Manual affecting terms and conditions of employment of members of the bargaining unit shall be negotiated.

ARTICLE 38 - RETIREMENT AND LIFE INSURANCE BENEFITS

Appointed employees shall be eligible for participation in the Public Employees Retirement System consistent with its rules and regulations. Should there be changes made in this plan by legislation during the term of this Agreement, all such changes appropriate to members of this negotiating unit shall be made and effected in accordance with the provisions of such legislation.

Administrative rules are established by the Division of Pensions and Rutgers.

ARTICLE 39 - HEALTH BENEFITS

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after March 17, 2004 shall not be eligible for enrollment in the Traditional Plan.

All employees represented by the Union who are eligible for health insurance benefits coverage under P.L. 1961 c.49 (N.J.S.A. 52:14-17.25 et seq) shall pay premium or periodic charges therefore, and shall be subject to other changes in health benefits eligibility and coverage, on the same basis and to the same extent as the State establishes for State AFSCME employees. This provision will become effective July 1, 2000.

ARTICLE 40 - TEN-MONTH EMPLOYEES

Full time employees appointed on a regular 10-month basis (those employed for the standard academic year beginning September 1 and ending June 30) generally receive benefits on a pro-rata basis except for holiday pay which will be granted for those holidays that fall during the academic year only.

ARTICLE 41 - PERSONNEL FILES

Only authorized personnel shall have access to employee personnel files.

All employees shall have access to their central personnel files to review their employee records. The request for review of such records shall be made in writing in advance to the Division of Personnel and such review shall be during regular office hours. An employee may respond in writing to any document in the file. Such response shall become a part of the file.

In addition, upon a specific written request by an employee, the Union, through a designated steward or Union officer, shall have the right to review that employee's file. Such request for review shall state the reason for the request and shall be scheduled in advance with the Division of Personnel and shall take place during regular business hours. Grievances and Classification Review records shall not be a part of the employee's personnel file. When any such documents are found in the personnel file, they shall be removed.

ARTICLE 42 - GENERAL PROVISIONS

1. This Agreement supersedes any individual agreement between an individual employee and Rutgers.
2. Rutgers and the Union recognize the commitment of the University to its students to provide part time employment. Rutgers will not use students to undermine the bargaining unit.
3. Employees may be given permission to attend classes during the workday, provided the attendance at such classes does not interfere with the normal operation of the work unit, where such classes are related to the employee's job or career improvement and arrangements are made to make up the lost time. Any such arrangement shall be subject to approval by Rutgers.

4. The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.

The fee shall be based on the employee's annual salary at the time of billing.

To the extent permitted by law, effective with the registration next following January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.

5. Rutgers and the Union will establish a committee to study the concept and feasibility of a career ladder program. This committee shall be a standing committee consisting of three (3) Union and three (3) University members. Rutgers and the Union agree that the committee shall first discuss opportunities for technical training in the computer and word processing fields.
6. Rutgers agrees to have raingear available for those postal employees who regularly pick up and deliver mail and in kiosks on the New Brunswick campus for the use of bus dispatchers. Rutgers agrees to have two (2) smocks or aprons available for employees in reprographics.
7. Meal Allowance. Employees who are required to work for twelve (12) consecutive hours or more shall be entitled to one meal allowance of \$6.25 effective July 1, 2007; \$6.50 effective July 1, 2008; \$6.75 effective July 1, 2009 and \$7.00 effective July 1, 2010.
8. Dispatcher (University Police) and those employees assigned to the Post Office who are issued uniforms shall receive a uniform maintenance allowance of \$100.00 effective July 1, 2007; \$105.00 effective July 1, 2008; \$110.00 effective July 1, 2009 and \$115.00 effective July 1, 2010. Rutgers agrees to explore problems in this area if any develop.
9. At the request of an employee, access to his/her medical records which are maintained by the University will be granted. The request must be in writing and signed by the employee. The request must be made to the medical office where the records are maintained at least two (2) working days prior to the time the employee wishes to have access to such records. The original medical records may not leave the medical office where they are maintained and any inspection of the records must be completed in the presence of a member of the medical office staff during regular working hours. The employee may purchase copies of such medical records for his/her use at a cost of \$.10 per page.

10. If the University cannot hire a successful applicant unless a salary higher than step 1 of the appropriate salary range is offered, the University will immediately notify the Union that it intends to offer or has offered the applicant such a salary, within that salary range, and will provide the Union with information about the position at issue. If the Union so wishes to negotiate particular future salary adjustments for that individual, the Union shall request such negotiations.
11. As soon as practicable following the execution of this Agreement, Rutgers University will post this Agreement on the Office of Labor Relations' website, and shall list on the website the name, address, telephone number and website of Local 1761.
12. To the extent permitted by law, upon the effective date of this Agreement, the University will carry without charge by University campus mail up to three times per semester the Local 1761 newsletter to its bargaining unit members. Local 1761 will not send, and the University will not carry, by campus mail any other matter except upon payment of appropriate United States Postal charges.
13. At the close of the fiscal year, employees shall be refunded the deductions for meals made for regular salaried Dining Services employees for those full days on which an employee was absent from work on account of sickness, vacation, or other excused absence under this Agreement. In order to compensate the Division of Dining Services for said meals, Dining Services employees shall have the below deductions from their wages:

\$1.25 per day effective July 1, 2007

\$1.50 per day effective July 1, 2008

\$1.75 per day effective July 1, 2009

\$2.00 per day effective July 1, 2010

ARTICLE 43 – WORKDAY

For the sole purpose of determining administrative leave, personal holidays, holidays, vacation and sick leave as set forth in this Agreement, a workday for employees who work a thirty-five (35) hour workweek will be seven (7) consecutive hours and a workday for employees who work a forty (40) hour workweek will be eight (8) consecutive hours.

To the extent possible, Rutgers will use its best efforts to have the normal workweek of all full-time employees consist of five (5) consecutive days.

To the extent possible, Rutgers will use its best efforts to schedule employees to work Monday through Friday.

If a department decides to utilize a compressed workweek it shall advise affected employees to contact UHR for information regarding usage of paid time off.

ARTICLE 44 -VDT OPERATORS

A full-time employee who operates a Video Display Terminal full time who is pregnant and is experiencing significant discomfort at her work station may request reassignment to other work. Such request shall be granted in full or in part when there is comparable work available, and in accordance with the needs of the employee's department. When it is not feasible to accommodate the employee, she shall be entitled to a leave without pay upon a doctor's certification that such leave is necessary. Under most circumstances, she will be returned to the same or similar position. Grievances concerning leaves of absence will be arbitrable; grievances concerning assignment will be processed exclusively under Article 8, Section 15.

Full-time employees who operate VDTs on a full time basis shall be eligible for the cost of eyeglasses each year should there be a change in vision requiring new glasses. The rate at which the employee will be reimbursed is as described in Article 39.

ARTICLE 45 - SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

Upon request of either party, the parties agree to meet and renegotiate the provision so affected.

ARTICLE 46 - PRINTING OF AGREEMENT

Rutgers shall be responsible for reproducing this Agreement and will furnish a sufficient number of copies to the Union for distribution to employees in the unit. The printing cost shall be shared equally between Rutgers and the Union.

ARTICLE 47 - TERM

This Agreement shall be effective from July 1, 2007 until 12:00 midnight on June 30, 2011.

Dated:

RUTGERS, THE STATE UNIVERSITY

Harry M. Agnostak

Jeff Maschi

Jennifer E. Penley

Annette Raddick

Robert L. Harris

Barbara Lemanski

Patricia S. Stevenson

Carolyn Knight-Cole

Elena Serra

Celeste Fisher

Natalie Migliaro

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO**

Richard Gollin

Arthur C. Delo, Jr.

**LOCAL UNION NO. 1761 AFFILIATED WITH AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

Charlesetta Bynes

Betty McCoy-Carter

Maria Kreger

Permelia Toney-Boss

Leona Pellot

Shelby Hyman

Josefina Pablo

Joy Willinger

Gwen Brogsdale

Georgette Adamcik

APPENDIX A
AFSCME LOCAL 1761 (COLT)
JOB TITLES (ALPHABETICAL LIST)

<u>Title</u>	<u>Range</u>
Business Aide	13
Carpenter/Scenery Painter	14
Classroom Assistant I	10
Classroom Assistant II	9
Computer Aided Design Technician	18
Computer Operator I	17
Computer Operator II	14
Computer Operator III	11
Contract Post Office Clerk	13
Contract Post Office Head Clerk	15
Copier Operator I	13
Copier Operator II	9
Courier	10
Customer Services Representative	15
Data Control Coordinator I	17
Data Entry Machine Operator	8
Data Processing Machine Operator I	13
Day Care Teacher's Assistant	10
Digital Electronics Service Technician	19
Dispatcher (Buses)	11
Dispatcher	14
Dispatcher 9-1-1	15
EDC Assistant - PBP	14
Electronics Technician	14
Equipment Manager Athletics	19
Events Coordinator	15
Financial Aid Technician	17
Finishing Clerk I	11
Graphics Coordinator	15
Graphics Technician	13
Head Accounting Clerk	15
Head Audio Visual Technician	16
Head Clerk	15
Head Clerk Bookkeeper	15
Head Data Entry Machine Operator	15
Head PBP Clerk	15
Head Postal Clerk	12
Head Registrations Clerk	17
Head Stock Clerk	15
Health & Safety Technician	16
Health Technician II	15

Health Technician III	13
Instrument Maker/Repairer	20
Laboratory Animal Care Tech	10
Laboratory Animal Care Tech - Nwk	12
Laboratory Assistant	8
Laboratory Services Assistant (RC)	13
Laboratory Technician	13
Lead Copier Operator	18
Lead Finishing Clerk	15
Lead Library Utility Worker	13
Lead Offset Print Operator	20
Library Assistant II	13
Library Assistant III	10
Marketing Assistant	15
Network Installation Assistant	14
Network Installation Technician	19
Offset Press Operator I	14
Pharmacy Technician	13
Postal Clerk	10
Principal Accounting Clerk	13
Principal Audio-Visual Technician	13
Principal Clerk	11
Principal Clerk Bookkeeper	12
Principal Clerk Typist	12
Principal Data Entry Machine Operator	13
Principal Laboratory Animal Care Tech – Nwk	17
Principal Laboratory Animal Care Tech	15
Principal Laboratory Assistant	11
Principal Laboratory Technician	18
Principal PBP Clerk	13
Principal Secretary	13
Principal Secretary – Languages	14
Principal Secretary – Technician	14
Principal Stock Clerk	13
Printing Operator I	15
Printing Operator II	13
Program Assistant	13
Property & Supply Worker	12
Publications Assistant	15
Receptionist	8
Registration/Records Clerk	11
Research Aide	13
Secretarial Assistant II	17
Secretarial Assistant III	15
Secretarial Assistant – Languages	16
Secretarial Assistant – Technical	16
Secretary	10
Secretary – Languages	11

Secretary – Technical	11
Secretary – Word Processing	11
Senior Accounting Clerk	10
Senior Admissions Clerk	13
Senior Classroom Assistant	11
Senior Clerk	8
Senior Clerk Bookkeeper	9
Senior Clerk Typist	9
Senior Data Entry Machine Operator	10
Senior Financial Aid Clerk	13
Senior Laboratory Animal Care Tech – Nwk	15
Senior Laboratory Animal Care Tech	13
Senior Laboratory Mechanic	16
Senior Laboratory Technician	16
Senior Registration/Records Clerk	13
Senior Sales Clerk	9
Senior Stock Clerk	10
Senior Television Technician	16
Senior Teller	9
Stock Clerk	8
Theater Technician	14
Unit Coordinator	13

APPENDIX B
EXPANDED COLT JOB FAMILIES

<u>Secretarial</u>	<u>Range</u>
Sec Asst II	17
Sec Asst-Lang	16
Sec Asst-Tech	16
Sec Asst-III	15
Health Tech II	15
Prin Secretary-Lang	14
Prin Secretary-Tech	14
Prin Secretary	13
Health Tech III	13
Principal Clk Typist	12
Secretary-Lang	11
Secretary-Tech	11
Sec-Word Processing	11
Secretary	10
Sr Clk Typist	9

<u>Laboratory</u>	<u>Range</u>
Inst Maker/Repairer	20
Prin Lab Tech	18
Prin Animal Care Tech-Nwk	17
Electro/Mechanical Tech	16
Health & Safety Tech	16
Sr Lab Mechanic	16
Sr Lab Tech	16
Sr Lab Animal Care Tech-Nwk	15
Prin Lab Animal Care Tech	15
Lab Services Asst (RC)	13
Lab Technician	13
Sr Lab Animal Care Tech	13
Lab Animal Care Tech - Nwk	12
Prin Lab Asst	11
Lab Animal Care Tech	10
Lab Asst	8

<u>Office Clerks</u>	<u>Range</u>
Financial Aid Technician	17
Head Registration Clerk	17
Dispatcher 9-1-1	15
Events Coordinator	15
Head Accounting Clerk	15
Head Clerk	15
Head Clerk Bookkeeper	15
Head PBP Clerk	15
Marketing Asst	15

Publications Asst	15
Dispatcher	14
Business Aide	13
Lead Lib Utility Worker	13
Library Asst II	13
Pharmacy Technician	13
Prin Accounting Clerk	13
Prin PBP Clerk	13
Program Asst	13
Research Aide	13
Sr Admissions Clerk	13
Sr Financial Aid Clerk	13
Sr Registration/Records Clerk	13
Unit Coord	13
Prin Clerk Bookkeeper	12
Dispatcher (Buses)	11
Prin Clerk	11
Registration/Records Clerk	11
Senior Classroom Assistant	11
Classroom Asst. I	10
Day Care Teachers Assistant	10
Library Asst III	10
Sr Accounting Clerk	10
Classroom Asst. II	9
Sr Clerk Bookkeeper	9
Sr Sales Clerk	9
Sr Teller	9
Receptionist	8
Sr Clerk	8

<u>Stores & Mail Clerk</u>	<u>Range</u>
Equipment Manager Athletics	19
Contract Post Office Hd Clk	15
Head Stock Clerk	15
Prin Stock Clerk	13
Contract Post Office Clk	13
Property & Supply Worker	12
Head Postal Clerk	12
Sr Stock Clerk	10
Courier	9
Postal Clerk	9
Stock Clerk	8

<u>Machine Operators</u>	<u>Range</u>
Lead Offset Press Operator	20
Lead Copier Operator	18
Customer Services Rep	15
Lead Finishing Clerk	15
Printing Operator I	15
Offset Press Operator I	14
Copier Operator I	13
Printing Operator II	13
Finishing Clerk I	11
Copier Operator II	9

<u>Comp-DP Keypunch</u>	<u>Range</u>
Digital Electronics Svc Tech	19
Network Installation Tech	19
Computer Aided Design Tech	18
Computer Operator I	17
Data Control Coordinator I	17
Head Data Entry Mach Oper	15
Computer Operator II	14
Network Installation Asst	14
Data Processing Mach Oper I	13
Prin Data Entry Mach Oper	13
Computer Operator III	11
Sr Data Entry Mach Oper	10
Data Entry Mach Oper	8

<u>Audio-Visual</u>	<u>Range</u>
Head Audio-Visual Tech	16
Sr Television Tech	16
Graphics Coord	15
Carpenter/Scenery Painter	14
Electronics Technician	14
Theater Technician	13
Graphics Technician	13
Prin Audio-Visual Tech	13

APPENDIX C
COLT JOB TITLES BY FAMILY

Account Clerk

Head Accounting Clerk
Principal Accounting Clerk
Senior Account Clerk

Animal Caretaker - IAB Laboratory

Prin Lab Animal Care Tech - Nwk
Sr Lab Animal Care Tech - Nwk
Lab Animal Care Tech - Nwk

Animal Caretaker - Laboratory

Prin Lab Animal Care Tech
Sr Lab Animal Care Tech
Lab Animal Care Tech

Audio Visual-Technician

Head Audio-Visual Technician
Principal Audio-Visual Technician

Clerk

Head Clerk
Principal Clerk
Senior Clerk

Clerk Bookkeeper

Head Clerk Bookkeeper
Principal Clerk Bookkeeper
Senior Clerk Bookkeeper

Clerk Typist

Principal Clerk Typist
Senior Clerk Typist

Computer Operator

Computer Operator I
Computer Operator II
Computer Operator III

Computer Technician

Computer Aided Design Tech
Digital Electronics Service Tech

Copier Operator

Lead Copier Operator
Copier Operator I
Copier Operator II

Data Control Coordinator

Data Control Coordinator I

Data Entry Machine Operator

Head Data Entry Machine Oper
Principal Data Entry Machine Oper
Senior Data Entry Machine Oper
Data Entry Machine Oper

Data Processing Machine Operator

Data Processing Machine Oper I

Dispatcher - Buses

Dispatcher - Buses

Electronics Technician

Electronics Technician

Equipment Manager

Equipment Manager Athletics

Financial Aid

Financial Aid Technician
Senior Financial Aid Clerk

Finishing Clerk

Lead Finishing Clerk
Finishing Clerk I

Graphics

Graphics Coordinator
Graphics Technician

Health Technicians

Health Technician II
Health Technician III

Laboratory Assistant

Principal Lab Assistant
Lab Assistant

Laboratory Mechanic

Instrument Maker Repairer

Senior Lab Mechanic

Laboratory Technician

Principal Lab Technician

Senior Lab Technician

Lab Technician

Library Assistant

Library Assistant II

Library Assistant III

Library Utility Worker

Lead Library Utility Worker

Miscellaneous

Business Aide

Carpenter/Scenery Painter

Customer Services Representative

Dispatcher

Electro/Mechanical Technician

Events Coordinator

Health & Safety Technician

Lab Services Assistant (RC)

Marketing Assistant

Pharmacy Technician

Program Assistant

Publications Assistant

Receptionist

Research Aide

Senior Classroom Assistant

Theater Technician

Unit Coordinator

Day Care Teacher's Assistant

Senior Admissions Clerk

Classroom Assistant I

Classroom Assistant II

Dispatcher (Buses)

Dispatcher 9-1-1

Network Installation

Network Installation Technician

Network Installation Assistant

Offset Press Operator

Lead Offset Press Operator

Offset Press Operator I

PBP Clerk

Head PBP Clerk
Principal PBP Clerk

Postal Clerk

Contract Post Office Head Clerk
Contract Post Office Clerk
Head Postal Clerk
Postal Clerk

Printing Operator

Printing Operator I
Printing Operator II

Registration Clerk

Head Registration Clerk
Senior Registration/Records Clerk
Registration/Records Clerk

Sales Clerk

Senior Sales Clerk

Secretarial

Secretarial Assistant II
Secretarial Assistant - Tech
Secretarial Assistant - Lang
Secretarial Assistant III
Principal Secretary - Lang
Principal Secretary - Tech
Principal Secretary
Secretary - Lang
Secretary - Tech
Secretary - Word Processing
Secretary

Stock Clerk

Head Stock Clerk
Property & Supply Worker
Senior Stock Clerk
Courier
Stock Clerk
Principal Stock Clerk

Teller

Senior Teller

TV Technician

Senior Television Technician

APPENDIX D

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS
COMPENSATION SCHEDULE - ANNUAL SALARIES

EFFECTIVE JULY 1, 2007

SALARY TABLE: AFSCME LOCAL 1761

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
05	ANNL	23238	24196	25153	26095	27050	28001	28948	30063	31025
	BIWK	890.35	927.05	963.72	999.81	1036.40	1072.84	1109.12	1151.84	1188.70
06	ANNL	24205	25208	26210	27208	28210	29208	30211	31382	32378
	BIWK	927.40	965.83	1004.22	1042.46	1080.85	1119.09	1157.51	1202.38	1240.54
07	ANNL	25227	26275	27322	28378	29421	30474	31525	32756	33808
	BIWK	966.56	1006.71	1046.82	1087.28	1127.25	1167.59	1207.86	1255.02	1295.33
08	ANNL	26294	27397	28502	29604	30714	31813	32919	34208	35311
	BIWK	1007.44	1049.70	1092.04	1134.26	1176.79	1218.89	1261.27	1310.66	1352.92
09	ANNL	27413	28574	29728	30891	32044	33200	34363	35703	36863
	BIWK	1050.31	1094.79	1139.01	1183.57	1227.74	1272.04	1316.60	1367.94	1412.38
10	ANNL	28589	29801	31016	32236	33450	34660	35870	37294	38508
	BIWK	1095.37	1141.81	1188.36	1235.10	1281.61	1327.97	1374.33	1428.89	1475.41
11	ANNL	29829	31100	32375	33647	34921	36196	37461	38953	40225
	BIWK	1142.88	1191.58	1240.43	1289.16	1337.97	1386.82	1435.29	1492.46	1541.19
12	ANNL	31120	32457	33791	35132	36465	37803	39131	40692	42028
	BIWK	1192.34	1243.57	1294.68	1346.06	1397.13	1448.40	1499.28	1559.09	1610.27
13	ANNL	32479	33879	35289	36694	38100	39507	40914	42557	43959
	BIWK	1244.41	1298.05	1352.07	1405.91	1459.78	1513.68	1567.59	1630.54	1684.26
14	ANNL	33908	35382	36856	38330	39807	41282	42764	44475	45960
	BIWK	1299.16	1355.64	1412.11	1468.59	1525.18	1581.69	1638.47	1704.03	1760.92
15	ANNL	35404	36950	38496	40053	41593	43146	44699	46495	48043
	BIWK	1356.48	1415.71	1474.95	1534.60	1593.61	1653.11	1712.61	1781.42	1840.73
16	ANNL	36978	38610	40243	41868	43501	45130	46754	48661	50292
	BIWK	1416.79	1479.32	1541.88	1604.14	1666.71	1729.12	1791.35	1864.41	1926.90
17	ANNL	38633	40348	42061	43770	45479	47190	48904	50901	52613
	BIWK	1480.20	1545.91	1611.54	1677.02	1742.50	1808.05	1873.72	1950.23	2015.83
18	ANNL	40376	42167	43962	45761	47551	49343	51141	53228	55024
	BIWK	1546.98	1615.60	1684.37	1753.30	1821.88	1890.54	1959.43	2039.39	2108.20
19	ANNL	42202	44080	45965	47853	49737	51613	53498	55698	57577
	BIWK	1616.94	1688.89	1761.12	1833.45	1905.64	1977.51	2049.74	2134.03	2206.02
20	ANNL	44112	46095	48073	50056	52034	54008	55995	58302	60280
	BIWK	1690.12	1766.10	1841.88	1917.86	1993.64	2069.28	2145.41	2233.80	2309.58

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS
 COMPENSATION SCHEDULE - ANNUAL SALARIES

EFFECTIVE JULY 1, 2008

SALARY TABLE: AFSCME LOCAL 1761

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
05	ANNL	23935	24922	25908	26878	27862	28841	29816	30965	31956
	BIWK	917.05	954.87	992.65	1029.81	1067.51	1105.02	1142.38	1186.40	1224.37
06	ANNL	24931	25964	26996	28024	29056	30084	31117	32323	33349
	BIWK	955.22	994.79	1034.33	1073.72	1113.26	1152.65	1192.23	1238.43	1277.74
07	ANNL	25984	27063	28142	29229	30304	31388	32471	33739	34822
	BIWK	995.56	1036.90	1078.24	1119.89	1161.08	1202.61	1244.10	1292.69	1334.18
08	ANNL	27083	28219	29357	30492	31635	32767	33907	35234	36370
	BIWK	1037.67	1081.19	1124.79	1168.28	1212.07	1255.45	1299.12	1349.97	1393.49
09	ANNL	28235	29431	30620	31818	33005	34196	35394	36774	37969
	BIWK	1081.81	1127.63	1173.19	1219.09	1264.56	1310.20	1356.10	1408.97	1454.76
10	ANNL	29447	30695	31946	33203	34454	35700	36946	38413	39663
	BIWK	1128.24	1176.06	1223.99	1272.15	1320.08	1367.82	1415.56	1471.77	1519.66
11	ANNL	30724	32033	33346	34656	35969	37282	38585	40122	41432
	BIWK	1177.17	1227.32	1277.63	1327.82	1378.13	1428.43	1478.36	1537.25	1587.44
12	ANNL	32054	33431	34805	36186	37559	38937	40305	41913	43289
	BIWK	1228.13	1280.89	1333.53	1386.44	1439.05	1491.84	1544.26	1605.87	1658.59
13	ANNL	33453	34895	36348	37795	39243	40692	42141	43834	45278
	BIWK	1281.73	1336.98	1392.65	1448.09	1503.57	1559.09	1614.60	1679.47	1734.79
14	ANNL	34925	36443	37962	39480	41001	42520	44047	45809	47339
	BIWK	1338.13	1396.29	1454.49	1512.65	1570.92	1629.12	1687.63	1755.14	1813.76
15	ANNL	36466	38059	39651	41255	42841	44440	46040	47890	49484
	BIWK	1397.17	1458.20	1519.20	1580.66	1641.42	1702.69	1763.99	1834.87	1895.94
16	ANNL	38087	39768	41450	43124	44806	46484	48157	50121	51801
	BIWK	1459.28	1523.68	1588.13	1652.27	1716.71	1781.00	1845.10	1920.35	1984.72
17	ANNL	39792	41558	43323	45083	46843	48606	50371	52428	54191
	BIWK	1524.60	1592.27	1659.89	1727.32	1794.76	1862.30	1929.93	2008.74	2076.29
18	ANNL	41587	43432	45281	47134	48978	50823	52675	54825	56675
	BIWK	1593.38	1664.07	1734.91	1805.91	1876.56	1947.25	2018.20	2100.58	2171.46
19	ANNL	43468	45402	47344	49289	51229	53161	55103	57369	59304
	BIWK	1665.45	1739.55	1813.95	1888.47	1962.80	2036.82	2111.23	2198.05	2272.19
20	ANNL	45435	47478	49515	51558	53595	55628	57675	60051	62088
	BIWK	1740.81	1819.09	1897.13	1975.41	2053.45	2131.35	2209.78	2300.81	2378.86

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS
 COMPENSATION SCHEDULE - ANNUAL SALARIES

EFFECTIVE JULY 1, 2009

SALARY TABLE: AFSCME LOCAL 1761

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
05	ANNL	24773	25794	26815	27819	28837	29850	30860	32049	33074
	BIWK	949.16	988.28	1027.40	1065.87	1104.87	1143.68	1182.38	1227.94	1267.21
06	ANNL	25804	26873	27941	29005	30073	31137	32206	33454	34516
	BIWK	988.66	1029.62	1070.54	1111.31	1152.23	1192.99	1233.95	1281.77	1322.46
07	ANNL	26893	28010	29127	30252	31365	32487	33607	34920	36041
	BIWK	1030.39	1073.19	1115.98	1159.09	1201.73	1244.72	1287.63	1337.94	1380.89
08	ANNL	28031	29207	30384	31559	32742	33914	35094	36467	37643
	BIWK	1073.99	1119.05	1164.14	1209.16	1254.49	1299.39	1344.60	1397.21	1442.27
09	ANNL	29223	30461	31692	32932	34160	35393	36633	38061	39298
	BIWK	1119.66	1167.09	1214.26	1261.77	1308.82	1356.06	1403.57	1458.28	1505.68
10	ANNL	30478	31769	33064	34365	35660	36950	38239	39757	41051
	BIWK	1167.74	1217.21	1266.82	1316.67	1366.29	1415.71	1465.10	1523.26	1572.84
11	ANNL	31799	33154	34513	35869	37228	38587	39935	41526	42882
	BIWK	1218.36	1270.27	1322.34	1374.30	1426.37	1478.43	1530.08	1591.04	1642.99
12	ANNL	33176	34601	36023	37453	38874	40300	41716	43380	44804
	BIWK	1271.12	1325.71	1380.20	1434.99	1489.43	1544.07	1598.32	1662.07	1716.63
13	ANNL	34624	36116	37620	39118	40617	42116	43616	45368	46863
	BIWK	1326.60	1383.76	1441.38	1498.78	1556.21	1613.64	1671.12	1738.24	1795.52
14	ANNL	36147	37719	39291	40862	42436	44008	45589	47412	48996
	BIWK	1384.95	1445.18	1505.41	1565.60	1625.91	1686.14	1746.71	1816.56	1877.25
15	ANNL	37742	39391	41039	42699	44340	45995	47651	49566	51216
	BIWK	1446.06	1509.24	1572.38	1635.98	1698.86	1762.27	1825.71	1899.09	1962.30
16	ANNL	39420	41160	42901	44633	46374	48111	49842	51875	53614
	BIWK	1510.35	1577.02	1643.72	1710.08	1776.79	1843.34	1909.66	1987.55	2054.18
17	ANNL	41185	43013	44839	46661	48483	50307	52134	54263	56088
	BIWK	1577.97	1648.01	1717.97	1787.78	1857.59	1927.48	1997.48	2079.05	2148.97
18	ANNL	43043	44952	46866	48784	50692	52602	54519	56744	58659
	BIWK	1649.16	1722.30	1795.64	1869.12	1942.23	2015.41	2088.86	2174.10	2247.48
19	ANNL	44989	46991	49001	51014	53022	55022	57032	59377	61380
	BIWK	1723.72	1800.43	1877.44	1954.56	2031.50	2108.13	2185.14	2274.99	2351.73
20	ANNL	47025	49140	51248	53363	55471	57575	59694	62153	64261
	BIWK	1801.73	1882.76	1963.53	2044.56	2125.33	2205.94	2287.13	2381.35	2462.11

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
 THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS
 COMPENSATION SCHEDULE - ANNUAL SALARIES

EFFECTIVE JULY 1, 2010

SALARY TABLE: AFSCME LOCAL 1761

FISCAL DAYS: 261

RANGE	STEP:	01	02	03	04	05	06	07	08	09
05	ANNL	25640	26697	27754	28793	29846	30895	31940	33171	34232
	BIWK	982.38	1022.88	1063.38	1103.19	1143.53	1183.72	1223.76	1270.92	1311.58
06	ANNL	26707	27814	28919	30020	31126	32227	33333	34625	35724
	BIWK	1023.26	1065.68	1108.01	1150.20	1192.57	1234.76	1277.13	1326.63	1368.74
07	ANNL	27834	28990	30146	31311	32463	33624	34783	36142	37302
	BIWK	1066.44	1110.73	1155.02	1199.66	1243.80	1288.28	1332.69	1384.76	1429.20
08	ANNL	29012	30229	31447	32664	33888	35101	36322	37743	38961
	BIWK	1111.58	1158.20	1204.87	1251.50	1298.40	1344.87	1391.65	1446.10	1492.76
09	ANNL	30246	31527	32801	34085	35356	36632	37915	39393	40673
	BIWK	1158.86	1207.94	1256.75	1305.94	1354.64	1403.53	1452.69	1509.32	1558.36
10	ANNL	31545	32881	34221	35568	36908	38243	39577	41148	42488
	BIWK	1208.63	1259.81	1311.15	1362.76	1414.10	1465.25	1516.37	1576.56	1627.90
11	ANNL	32912	34314	35721	37124	38531	39938	41333	42979	44383
	BIWK	1261.00	1314.72	1368.63	1422.38	1476.29	1530.20	1583.64	1646.71	1700.50
12	ANNL	34337	35812	37284	38764	40235	41711	43176	44898	46372
	BIWK	1315.60	1372.11	1428.51	1485.22	1541.58	1598.13	1654.26	1720.23	1776.71
13	ANNL	35836	37380	38937	40487	42039	43590	45143	46956	48503
	BIWK	1373.03	1432.19	1491.84	1551.23	1610.69	1670.12	1729.62	1799.09	1858.36
14	ANNL	37412	39039	40666	42292	43921	45548	47185	49071	50711
	BIWK	1433.41	1495.75	1558.09	1620.39	1682.80	1745.14	1807.86	1880.12	1942.96
15	ANNL	39063	40770	42475	44193	45892	47605	49319	51301	53009
	BIWK	1496.67	1562.07	1627.40	1693.22	1758.32	1823.95	1889.62	1965.56	2031.00
16	ANNL	40800	42601	44403	46195	47997	49795	51586	53691	55490
	BIWK	1563.22	1632.23	1701.27	1769.93	1838.97	1907.86	1976.48	2057.13	2126.06
17	ANNL	42626	44518	46408	48294	50180	52068	53959	56162	58051
	BIWK	1633.19	1705.68	1778.09	1850.35	1922.61	1994.95	2067.40	2151.81	2224.18
18	ANNL	44550	46525	48506	50491	52466	54443	56427	58730	60712
	BIWK	1706.90	1782.57	1858.47	1934.53	2010.20	2085.94	2161.96	2250.20	2326.14
19	ANNL	46564	48636	50716	52799	54878	56948	59028	61455	63528
	BIWK	1784.07	1863.45	1943.15	2022.96	2102.61	2181.92	2261.61	2354.60	2434.03
20	ANNL	48671	50860	53042	55231	57412	59590	61783	64328	66510
	BIWK	1864.79	1948.66	2032.27	2116.14	2199.70	2283.15	2367.17	2464.68	2548.28

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
CERTIFICATIONS REQUIRED FOR USE OF SICK LEAVE TO CARE FOR
A SERIOUSLY ILL FAMILY MEMBER

This form must be submitted to your supervisor for approval in advance of your absence to provide care for a seriously ill family member whenever possible. In cases when it is not possible to submit the form in advance, it must be submitted not later than 30 days after your absence to provide care for a seriously ill family member.
Without prior and complete certification Sick Leave use will not be permitted for the employee.

CERTIFICATION BY THE EMPLOYEE (please print clearly)

I have read the DEFINITIONS on the reverse side and I certify that on the following DATE(S):

_____ i _____ i _____ i _____ i _____ i I will/did provide the following CARE

(please specify)_____

to my SERIOUSLY ILL FAMILY MEMBER_____ (Name of Seriously ill family member)

Who is my (check one): Spouse Parent Child under 18 Child 18 or over incapable of self care

_____ Print Employee Name

_____ Employee Signature

_____ Date

CERTIFICATION BY HEALTH CARE PROVIDER

I have read the DEFINITIONS on the reverse side and I certify that the individual named above as the SERIOUSLY ILL FAMILY MEMBER is my patient who suffers from a SERIOUS HEALTH CONDITION as defined. I also certify that the above named employee of Rutgers University needs/needed to provide CARE for the seriously ill family member identified above on the following dates:

_____ Please print or type Name of Health Care Provider

_____ Type of Practice

_____ Street Address

_____ Telephone Number

_____ City, State, Zip Code

_____ Date of Certification

_____ Signature of Health Care Provider

_____ License Number

DEFINITIONS FOR USE OF SICK LEAVE TO CARE FOR
A SERIOUSLY ILL FAMILY MEMBER

Definition of Serious Health Condition

- A. Illness, injury, impairment, physical or mental condition that involves one or more of the following:
1. Inpatient care in a hospital, hospice, residential medical care facility for treatment, recovery, subsequent treatment in connection with the inpatient care.
 2. Continuing treatment for:
 - a. a period of incapacity (inability to work, attend school, perform regular daily activities) for more than 3 consecutive calendar days if the period of incapacity also involves treatment two or more times by a health care provider followed by a regimen of continuing treatment under the supervision of a health care provider. Regimen includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the serious health condition, e.g., oxygen.
 - b. a period of incapacity due to chronic serious health condition. A chronic condition is one which (1) requires periodic visits for treatment by a health care provider; (2) continues over an extended period of time; and (3) may cause episode rather than a continuing period of incapacity, e.g., asthma, diabetes, epilepsy, etc.
 - c. a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective such as Alzheimer's, a severe stroke, terminal stages of a disease.
 - d. Medical intervention, such as chemotherapy, dialysis, etc.

Not Included in Definition of Serious Health Condition

- A. Ordinary cosmetic treatments, the common cold, flu, ear aches, upset stomach, minor ulcers, headaches, routine dental problems are not serious health conditions. Mental illness, stress or allergies are not a serious health condition unless all other conditions are met
- B. Substance abuse is not a serious health condition unless treatment by a health care provider is involved.
- C. Over the counter medication, bed rest, exercise, and other similar activities that can be initiated without a visit to a health care provider are not, by themselves, a regimen or treatment.
- D. Treatment does not include routine medical, physical, eye, or dental exams.

Definition of Care of A Seriously Ill family Member

Care of a Seriously Ill Family Member is the employee's attendance at a hospital, health care facility, or at home, or transport to medical treatment, when certified by a health care provider. It does not cover matters unrelated to medical needs such as baby-sitting, running errands, and/or running a business for the family member while he/she is ill; for these purposes, the appropriate charge is vacation, administrative leave, personal holiday, or leave without pay.

Covered Family Members

Spouse is a husband or wife as recognized under New Jersey state law for purposes of marriage.

Child is a son/daughter of the employee under the age of 18 who is the biological, adopted, or foster child, stepchild, or legal ward; or over the age of 18 who is incapable of self care because of a mental or physical impairment.

Parent is a biological, adoptive, or step-parent, or legal guardian.

ADDENDA

The following Side Bar Agreements are included as addenda, but are not part of, the July 1, 2007 to June 30, 2011 collective agreement.

SIDE BAR AGREEMENT BETWEEN RUTGERS AND LOCAL 1761 FOR THE JULY 1, 1999 THROUGH JUNE 30, 2003 AGREEMENT REGARDING THE RUTGERS/LOCAL 1761 JOINT COMPENSATION COMMITTEE

1. Rutgers, The State University of New Jersey, and AFSCME Local #1761 hereby establish a Joint Committee on Compensation (JCC).
2. The JCC shall be composed of three (3) representatives from AFSCME Local #1761 and three (3) representatives from Rutgers.
3. The JCC shall meet no less than once per semester beginning in Fall 2000. The JCC agrees to jointly collect data/information which may be accomplished through the establishment of sub-groups.
4. The JCC shall discuss various/alternate forms of compensation systems possible for different job titles in the unit with a view towards better informing the parties. For example, parties may gather information regarding:
 - ___ Job rate systems
 - ___ Seniority based compensation systems
 - ___ Performance based compensation systems
 - ___ Variable based compensation systems
 - ___ Peer based evaluation systems
 - ___ Incentive compensation systems
5. The information may be used by the parties to formulate positions on salary and compensation during the next round of negotiations but shall, in no way, be binding on either party.
6. Both parties agree that these discussions shall not be construed as tacit approval of any matter discussed.

**SIDE BAR AGREEMENT FOR THE DISPLAY OF A BROCHURE AT NEW EMPLOYEE
ORIENTATATION SESSIONS**



Office of Labor Relations · Rutgers, The State University of New Jersey
60 College Avenue · New Brunswick · New Jersey 08901-8541
(732) 932-7162 · FAX: (732) 932-0018

April 20, 2004

Rich Gollin
AFSCME Council 52, Director
516 Johnston Avenue
Jersey City, NJ 07304

Re: AFSCME Local 1761 Brochure
and New Employee Orientation

Dear Mr. Gollin:

Pursuant to an agreement reached on March 3, 2004, the University agrees to display a brochure, prepared and provided by, and relevant to, membership in Local 1761 at New Employee Orientation sessions.

Very truly yours,

Harry M. Agnostak
Director, Office of Labor Relations

Cc: S. Russell
T. Torok

**SIDE BAR AGREEMENT FOR ONE-RANGE UPGRADE TO POSITIONS OF POSTAL
CLERK AND COURIER**



Office of Labor Relations · Rutgers, The State University of New Jersey
60 College Avenue · New Brunswick · New Jersey 08901-8541
(732) 932-7162 · FAX: (732) 932-0018

April 20, 2004

Rich Gollin
AFSCME Council 52, Director
516 Johnston Avenue
Jersey City, NJ 07304

Re: One Range Upgrade for the Position of Postal Clerk and Courier

Dear Mr. Gollin:

Pursuant to an agreement reached on March 3, 2004, effective July 1, 2004, the positions of Postal Clerk and Courier will each be upgraded one salary range from range 9 to range 10. Revised job descriptions will be issued to reflect these changes.

Very truly yours,

Harry M. Agnostak
Director, Office of Labor Relations

Cc: S. Russell
P. Kelly

**SIDE BAR AGREEMENT FOR RELEASE TIME FOR LOCAL 1761 PRESIDENT
CHARLESETTA BYNES**



Office of Labor Relations · Rutgers, The State University of New Jersey
60 College Avenue · New Brunswick · New Jersey 08901-8541
(732) 932-7162 · FAX: (732) 932-0018

April 20, 2004

Rich Gollin
AFSCME Council 52, Director
516 Johnston Avenue
Jersey City, NJ 07304

Re: Release time for Local 1761 President
Charlesetta Bynes

Dear Mr. Gollin:

This correspondence reflects an agreement reached on March 3, 2004, regarding union release time for Local 1761 President Charlesetta Bynes. Pursuant to our discussions, Ms. Bynes shall be released from work twice per week, from 1:00 to 4:30pm with the days being mutually agreed upon. Ms. Bynes will continue to work in her position as a Senior Laboratory Technician for her other regularly scheduled hours.

Should any matter, such as an arbitration hearings or meetings, which Ms. Bynes attends or participates in extend beyond 4:30pm on any day of the week, Ms Bynes will not make any claim for benefits or compensation under any provision of the collective negotiations agreement based on additional time spent beyond 4:30pm. In addition, Ms. Bynes shall receive such release time only as long as she remains in the title of AFSCME Local 1761 President.

Very truly yours,

Harry M. Agnostak
Director, Office of Labor Relations

Cc: Dr. D. Fugman
J. Schrum

July 18, 2007

Rich Gollin, Director
AFSCME Council 52
516 Johnston Avenue
Jersey City, NJ 07304

Re: Salary Set-asides for 10-month Employees

Dear Mr. Gollin:

Rutgers will provide a representative from University Human Resources to meet with interested members of the bargaining unit to explain to them, and to assist them in creating, an account with the Rutgers Federal Credit Union into which 10-month employees can directly deposit a portion of their after-tax wages should they desire to set aside money to be withdrawn during their two-month period of non-employment.

Rutgers will provide this informational meeting annually each September.

Sincerely,

Harry M. Agnostak,
Assistant VP, Human Resources

July 18, 2007

Rich Gollin, Director
AFSCME Council 52
516 Johnston Avenue
Jersey City, NJ 07304

Re: Temporary Employees

Dear Mr. Gollin:

The parties are both committed to enforcing the provisions of Article 2 of the Agreement. To that end, the University, to the best of its capabilities, shall provide on October 1 of each year a list of temporary employees who have performed bargaining unit work as least 20 hours a week in excess of 12 consecutive months.

The parties further agree to meet and confer regarding this list should any issues arise.

The intent of this language is not to perpetuate the continued employment of an individual Type 4 employee beyond the contractual limits.

Sincerely,

Harry M. Agnostak,
Assistant VP, Human Resources

July 18, 2007

Rich Gollin, Director
AFSCME Council 52
516 Johnston Avenue
Jersey City, NJ 07304

Re: Inactive Titles to be Deleted from Contract

Dear Mr. Gollin:

During a recent review of many of the job descriptions for titles within the AFSCME Local 1761 bargaining unit it was determined that many of the titles listed within Appendix A are inactive in that they have not been encumbered for at least five years and they represent functions that are obsolete or no longer required by the departments in which these positions existed.

While the University **does not** propose or suggest removal of these titles from among the titles properly recognized as within the AFSCME Local 1761 bargaining unit, the University intends to deem these titles as "Inactive" as a matter of administrative maintenance. Should a hiring need arise, the duties and responsibilities of which are determined to be within the scope of one of these titles, the title will simply be re-deemed as "active" and any individual hired into such position will be recognized as bargaining-unit eligible so long as the individual meets the eligibility criteria set forth in the collective agreement's Recognition article.

Titles to be deemed Inactive:

TITLE	RANGE
Accounting Clerk	07
Addressograph Mimeo Mach Operator	05
ANIMAL CARETAKER-IAB LAB	09
ANIMAL CARETAKER-LAB	07
Assistant Equip Mgr Athletics	12
Assistant Instrument Maker/Repairer	18

Assistant Lab Mechanic	07
Assistant Museum Installer/Preparator	11
Assistant Photographer	
Audio-Visual Technician	08
Budget Clerk	09
Classroom Assistant	09
Clerk Bookkeeper	08
Clerk Stenographer	07
Clerk Transcriber	07
Clerk Transcriber - Lang	08
Clerk Typist	08
Clerk Typist - Lang	09
Clinic Assistant	12
Composing Machine Operator	07
Compositor Asst/Graphics (ICLE)	11
Compositor Coordinator	15
Computer Design Tech	19
Computer Operator/Librarian	13
Computer Technician - Physics	16
Crew Rigger	16
Crime Analysis Technician	15
Curatorial Assistant	13
Customer Services Representative	13
Data Control Coordinator II	15
Data Processing Machine Oper II	09
Data Processing Machine Oper III	07
Drafting Technician	10
Drafting Technician -	13

Electronics	
Electro/Set Compositor (ICLE)	09
Engineering Aide	09
Equipment Manager (N)	14
Equipment Manager Athletics	16
Financial Aid Clerk	09
Finishing Clerk II	08
General Clerk	08
Head Dispatcher - Buses	14
Head Drafting Technician	18
Head Offset Machine Operator	17
Head Photocopy/Reprographics Tech	15
Head Telephone Operator	12
Health & Safety Technician {Inel}	16
Health Technician I	18
Housing Access Coordinator	15
Insurance Clerk	12
Keypunch Operator	07
Lab Animal Care Tech	12
Lab Mechanic	14
Language Lab Assistant	13
Lead Postal Clerk	15
Librarian-Keypunch OPR - CCIS	11
Library Assistant 4	08
Library Assistant IV	08
Library Utility Worker	09
Lighting Specialist	14
Machinist	16
Medical Technician	15

Micromation Assistant	10
Micromation Technician	15
Museum Installer/Preparator	14
Office Machine Clerk	07
Offset Machine Operator	07
Offset Press Operator II	11
Offset/Bindery Machine Operator	07
Operations Coordinator	13
PBP Clerk	08
Photocopy/Reprographics Tech	13
Photographer	14
Photographer Technician	
Photographic Communications Coord	17
Photographic Tech-Publications	11
Postal Clerk/Telephone Operator	09
Postal Clerk/Telephone Operator-C	09
PPL ANIMAL CARETAKER - LAB	14
PPL ANIMAL CARETAKER-IAB LAB	16
Principal Drafting Technician	14
Principal Engineering Aide	16
Principal Key punch Operator	13
Principal Office Machine Clerk	11
Principal Offset Machine Operator	13
Principal Statistical Clerk	11
Printing Operations Clerk	08
Printing Operator III	08

Production Assistant (SCPA)	13
Production Control Clerk	08
Promotional Assistant (UP)	07
Publications Clerk	11
Publications Compositor	11
Radiologic Technician	19
Sales Clerk	08
Scanner Measurer - Physics	08
Secretarial Assistant I	19
Senior Architectural Drafting Tech	12
Senior Audio-Visual Technician	10
Senior Clerk Typist - Lang	10
Senior Drafting Technician	12
Senior Electronics Technician	16
Senior Engineering Aide	14
Senior Key punch Operator	09
Senior Lab Assistant	08
Senior Office Machine Clerk	08
Senior Offset Machine Operator	10
Senior PBP Clerk	10
Senior Platemaker and Multilith Operator	07
Senior Scanner/Measurer - Physics	11
Senior Statistical Clerk	07
Senior Tandem Accelerator Technician	19
Senior Teller (SAR)	11
SR ANIMAL CARETAKER- IAB LAB	12
SR ANIMAL CARETAKER- LAB	11
SR Photostat Operator	10

Stage Hand/Electrician	14
Stage Manager	12
Statistical Assistant	13
Statistical Asst-Inst Research	13
Statistical Clerk	05
Studio Technician	14
Surplus Property Clerk	11
Tandem Accelerator Technician	15
Telephone Operator	11
Television Technician	14
Teller	07
Teller (SAR)	09
Ticket Sales Assistant	13
Ticket Sales Asst-Athletics	13
Typesetting Prod Assistant- UP	13
Typist - Technical	10
Varicomp/m-VIP Operator (PI)	11
Word Processing Machine Oper I	14
Word Processing Machine Oper II	11
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Sincerely,

Harry M. Agnostak,
Assistant VP, Human Resources

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