

Settlement Agreement

Rutgers, the State University of New Jersey ("Rutgers") and the Union of Rutgers Administrators-AFT (the "Union" or "URA-AFT") (hereinafter collectively referred to as the "parties"), agree this 21st day of September, 2016, as follows in connection with the pending grievance bearing P.E.R.C. Docket No. AR-2016-354.

1. The Union agrees to withdraw with prejudice the grievance bearing P.E.R.C. Docket No: AR-2016-354 and the associated request for arbitration with prejudice upon execution of this Agreement by both parties.
2. Rutgers makes no admission of liability by entering into this Settlement Agreement.
3. URA-AFT employees may use their accrued sick time for pre-planned medical and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Requests shall not be unreasonably denied. All requests shall be consistent with medical confidentiality.

Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment.

If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.

4. Rutgers will adjust the time records for up to forty (40) URA-AFT employees currently employed by the University, going back to October 1, 2015, to substitute sick time for administrative leave, personal holiday or vacation time used when those employees were not permitted to use sick time for a pre-planned medical or dental appointment. These employees will produce evidence substantiating the date of the appointment at issue prior to Rutgers making any adjustment to the applicable records. Regardless of the form of paid leave actually used on the date at issue—whether administrative leave, personal holiday or vacation—the employee shall be credited vacation time for the corresponding amount of sick time deducted from the applicable employee records.

A list of the specific employees and dates at issue will be provided to Rutgers within two weeks of the date of this Settlement Agreement as an Excel spreadsheet, sent to the attention of Rutgers' Office of Labor Relations, Alexandra Wojtenko. The identified employees will provide the requisite evidence of the date of the appointment by November 1, 2016, also sent to the attention of Rutgers' Office of Labor Relations, Alexandra Wojtenko. Rutgers will have sixty (60) days from the date of receipt of the evidence substantiating the date of the appointment(s) at issue to make the adjustment.

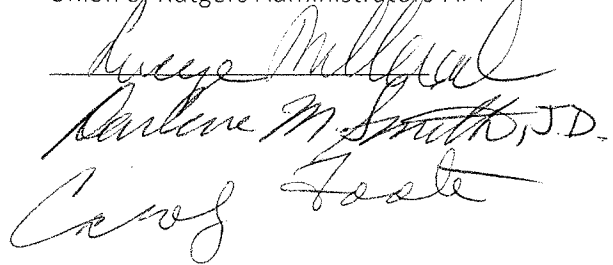
All such adjustments shall be subject to the University's verification that a form of paid leave other than sick time was charged on the date(s) at issue and that the employee was actually absent from work on that date(s). The terms of this Paragraph 4 apply only to the period of time for which an employee was employed in a position covered by the collective negotiations agreement between Rutgers and the URA-AFT.

5. Rutgers agrees to notify appropriate Human Resources staff and departmental staff about the terms of Paragraph 3 of this Settlement Agreement. Rutgers will also post this Settlement Agreement with the parties' collective negotiations agreement on the University's website where the parties' collective negotiations agreement is currently posted within thirty (30) days of the date of this Settlement Agreement.
6. Except as modified by this Settlement Agreement, Article 44, Sick Leave, of the collective negotiations agreement between the parties (September 1, 2014 through June 30, 2018) shall remain unchanged.
7. This agreement is subject to the parties' grievance procedure, including arbitration. Arbitrator Barbara Zausner retains jurisdiction of any disputes arising under this Settlement Agreement.

Rutgers, the State University of New Jersey



Union of Rutgers Administrators-AFT



Deepta Mukherjee
Barbara M. Smith, J.D.
Carol Foster