

Agreement Between

**Rutgers, The State University
of New Jersey**

and

**Rutgers Council of
AAUP-AFT Chapters – EOF**

September 1, 2018 – June 30, 2022

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Agreement

This Agreement is made and entered into this 17th day of June , 2019, by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (hereinafter “University” or “Rutgers”) and RUTGERS COUNCIL OF AAUP-AFT CHAPTERS - EOF (hereinafter “Union”).

Article 1 – Purpose

The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining conditions of employment. To this end, they mutually enter into this Agreement intended to state the employment relations between the University and the EOF bargaining unit of the AAUP. This article is not grievable.

Article 2 – Recognition

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative of counselors, as defined below, for wages, hours, and terms and conditions of employment as that concept is defined by law.
2. The terms “counselor” and “counselors” as used herein shall include all regular full-time counselors employed in the job titles EOF Senior Counselors and EOF Counselors, and in such other job titles as the parties hereto may later agree to include, but shall exclude all faculty members and all other employees employed by Rutgers, and all probationary employees, confidential employees, managerial executives, police employees, craft employees, supervisors, and all other employees pursuant to the Act.
3. All counselors are probationary employees for the first ninety (90) calendar days of their employment.

Article 3 – Nondiscrimination

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the AAUP-AFT against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, marital status, age, disability, status as a Vietnam-era or disabled veteran, sexual orientation, or membership or non-membership in or activity on behalf of or in opposition to the AAUP-AFT.

The above provision includes protection under the New Jersey Law Against Discrimination, as amended.

Article 4 – Union Representatives

1. The Union may designate four (4) employees, one (1) each from the Camden and Newark campuses and two (2) from the New Brunswick campus, to act as Union Representatives on their respective campuses. The names of these Union Representatives shall be certified in writing to Rutgers by the Union.
2. A Union Representative may be granted permission to be away from work without loss of pay only for the purpose of attending grievance meetings or labor/management meetings and only when such meetings cannot be arranged during non-work hours, or for attending EOF contract negotiations. Employees may not engage in non-work activity during work time without permission of the supervisor. Such time away from work shall be reported on a form devised by the University, and may not exceed a total of thirty five (35) hours unit-wide in a fiscal year. The time away from work shall not exceed twelve (12) hours for any one counselor. If additional time away from work is required by a counselor to attend negotiations sessions, the counselor may submit a written request for leave without pay for the purpose of participating in such negotiations. Such requests will ordinarily be made 30 days in advance of the date the leave is to be taken. Such leave may be requested in half-day segments. Whether in full- or half-day segments, no more than one full day per week during contract negotiations may be requested. A request for such leave is subject to approval by the counselor's Director. Such approval depends on the needs of the department and the students, but shall not be unreasonably withheld. A written statement of the reasons for withholding approval shall be given to the counselor upon request within two (2) working days of that request.
3. Absence from work for the purpose of conducting other union activities is not permitted unless the supervisor approves the time off in advance and a charge is made to vacation, administrative leave or personal holiday.
4. The Union shall inform the Office of Labor Relations of the identity of officers of the Union.
5. Authorized representatives of the Union who are not employees of Rutgers shall be admitted to the premises of Rutgers. However, such representatives must make themselves known to the Office of Labor Relations and must receive permission from the supervisor responsible for the area prior to visiting any employee.
6. Representatives of the Union may use University buildings for meetings and to transact official business provided permission has been granted by the appropriate department or officer of the University.

7. The Union shall have the right to post bulletins and notices to counselors on a bulletin board or space designated by each Director for such postings. Such bulletins and notices shall relate only to official Union business.
8. The AAUP-AFT shall be permitted to meet with new employees in AAUP-AFT covered positions for thirty (30) minutes immediately following the completion of regularly scheduled new employee orientations conducted by University Human Resources. Such new employees must report, unless otherwise excused, back to their employing units following said meeting with the AAUP-AFT.

Article 5 – Grievance Procedure

1. A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable wages, hours or terms and conditions of employment, or an allegation that with respect to an administrative decision which affects mandatorily negotiable terms and conditions of employment, there has been a misinterpretation, misapplication or violation of such administrative decision which has affected mandatorily negotiable terms and conditions of employment. Counselors should in the first instance discuss grievances informally with the person who precipitated the grievance. If there is no resolution at the informal stage, the procedure will be as follows.
2. Discipline. A grievance of an employee claiming that discipline was imposed without just cause shall be handled in the following manner:

Step 1

The grievance shall be presented in writing to the person who took the action, normally the immediate supervisor, within ten (10) working days after the discipline occurs. Within two (2) working days after the grievance is submitted, the supervisor will arrange for a meeting. The counselor may have representation at the meeting if he/she desires. This first level of supervision shall give his/her answer in writing within five (5) working days after the meeting to the counselor, to any representative present and to the AAUP office.

Step 2

If the grievance is not resolved at Step 1, the counselor may, within three (3) 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. Within five (5) working days of receipt of the written grievance, this second level of authority shall arrange for a meeting. The counselor may have representation at the meeting if he/she desires. This second level of authority shall send his/her written answer within five (5) working days after the meeting to

the counselor, to the representative, if present, to the Office of Labor Relations, and to the AAUP office.

Accelerated Procedure. In case of discharge, the counselor may begin at this Step 2 by filing a grievance with this level of authority, with a copy to the Office of Labor Relations, within three (3) working days after notice of discharge. Within five (5) working days of receipt of the written grievance, this level of authority shall arrange for a meeting. Within five (5) working days after the meeting, the second level of authority shall send his/her written answer to the counselor, to the Office of Labor Relations, to the representative, if present, and to the AAUP office.

Step 3

If the Union is not satisfied with the Step 2 answer, the Union may request a Step 3 hearing by the Office of Labor Relations by forwarding the grievance to the Office of Labor Relations within three (3) working days of receipt of the Step 2 answer. Within five (5) working days, the Office of Labor Relations shall arrange for a meeting. The counselor may be accompanied at the meeting by a representative. Within five (5) working days after the meeting, the Office of Labor Relations shall send a written answer to the counselor, to any representative present at the meeting, and to the AAUP office.

Step 4

If the Union is not satisfied with the Step 3 answer, the Union, within ten (10) working days of receipt of that answer, may submit the grievance to arbitration in accordance with Section 4 below.

3. Grievances Other Than Discipline.

Step 1

The grievance shall be presented in writing to the person who took the action being grieved within ten (10) working days after the occurrence of the event or knowledge of the event. The grievance shall specify the alleged violation being grieved. Within two (2) working days, this first level will arrange for a meeting. The counselor shall be entitled to a representative at the meeting. A written answer shall be provided to the counselor within five (5) working days after the meeting with a copy to the representative, if present, to the Office of Labor Relations, and to the AAUP office.

Step 2

If the grievance is not resolved at Step 1, within five (5) working days of the written answer, the counselor may request a Step 2 meeting by forwarding the grievance to the Office of Labor Relations and requesting a meeting. Within five (5) working days, the Office of Labor Relations shall arrange for a meeting. The

counselor may be accompanied by a representative at the meeting if he/she desires. Within five (5) working days after the meeting, the Office of Labor Relations shall send a written answer to the counselor, to any representative present at the meeting, to the first level, and to the AAUP office.

Step 3

If the Union is not satisfied with the Step 2 answer, and if the grievance claims a violation of a provision of this Agreement, the Union may, within ten (10) working days of receipt of that answer, submit the grievance to arbitration in accordance with section 4 below.

Excluded from arbitration are grievances concerning provisions of the Agreement which the Agreement designates as not grievable. Also excluded are grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision. Such grievances may be brought to a Labor/Management meeting as set forth in Article 6, or may proceed through Step 2 above. If such a grievance is not resolved at Step 2, the Union may, within three (3) working days of receipt of the Step 2 answer, submit the grievance to the Associate Vice President for Human Resources. Within ten (10) days the Associate Vice President for Human Resources shall arrange for a hearing by the Associate Vice President or her/his designee. The counselor may be accompanied at the meeting by a representative. Within ten (10) working days after the hearing, the Associate Vice President or her/his designee shall send a written answer to the counselor, to any representative present at the meeting, to the Office of Labor Relations, and to the AAUP office.

4. Arbitration. If the Union submits a grievance to arbitration, the Union will submit to the Office of Labor Relations a copy of its submission. The submission must clearly state the violation claimed. The arbitrator will be chosen jointly from a panel to be provided by the Public Employment Relations Commission (PERC) in accordance with the rules and procedures of PERC.

The appointed arbitrator shall submit, within thirty (30) calendar days of the close of the hearing, a written decision. The award of the arbitrator shall be binding upon the University and the AAUP-AFT, and the grievant, to the extent permitted by and in accordance with applicable law and this Agreement.

Costs and expenses incurred by each party shall be paid by the party incurring such costs except that the fees of the arbitrator and PERC shall be borne equally by Rutgers and the Union. No arbitrator shall have the power to amend, modify or delete any provision of the Agreement.

5. To be valid, a decision at any step must be within the extent of the authority of the hearing officer.

6. When a counselor chooses to have a representative present at Steps 1, 2, and 3, that representative must be a staff or faculty member employed by the University or Union Staff.
7. The time limits above may be extended by mutual agreement of the parties to the grievance.
8. 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 final. 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.
9. A counselor 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 another employee as a witness during regular working hours, such employee shall not lose pay for such time. However, this allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses.

Article 6 – Labor/Management Conferences

A Labor/Management Conference is a meeting between the Union, the Office of Labor Relations and such other representatives of Rutgers as may be appropriate to consider matters of general interest and concern other than grievances and/or to present grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision relating to wages, hours, or terms and conditions of employment which are not mandatorily negotiable. Such a meeting may be called by either party and shall take place at a mutually convenient time and place.

Article 7 – Discipline and Discharge

No counselor shall be disciplined or discharged without just cause, and the sole right and remedy of such counselor shall be to file a grievance in accordance with the grievance procedure in this Agreement. Before terminating a counselor, the supervisor shall advise the counselor of the reason(s) he/she is considering termination and give the counselor an opportunity to attend a pre-termination conference to respond to such reason(s). The counselor may be accompanied by a union representative at such conference; the representative may act as a consultant at that conference, not as an advocate.

Written reprimands, letters of suspension, and letters of termination given to a counselor will contain the reasons for such action. If a supervisor places in a counselor's file a memo which describes the counselor's deficiencies, the supervisor will give a copy to the counselor. If the supervisor does not give a copy of the memo to the counselor, the

memo will not be considered a reprimand. Rutgers shall provide a copy of such writings to the counselor and, at the counselor's request, to a Union official designated by the counselor. The counselor must make written request to the supervisor who took the action within one (1) working day of receipt of the disciplinary notice, and must advise the supervisor the name of the Union official. The supervisor shall send the copy to the designated Union official within one (1) working day of the counselor's request. The counselor shall sign letters of reprimand and letters of suspension, the signature serving only to acknowledge that he/she has read the disciplinary notice.

Discipline which is rescinded through the grievance procedure will be deemed removed from the counselor's file and will not be the basis for further disciplinary action.

Progressive discipline shall follow the guidelines established by the University and published periodically by the Office of Labor Relations. A copy of subsequent updates to the guidelines will be sent by the Office of Labor Relations to AAUP promptly upon promulgation of them.

Termination grievances may be brought under the accelerated procedure of Article 5, Grievance Procedure. A letter of termination will contain a notice to the counselor that he/she may appeal the termination under the accelerated provision of the grievance procedure.

Article 8 – Salary

Minimums and maximums of all bargaining unit positions as defined in Article 2 shall be adjusted to reflect negotiated across-the-board increases. Employees whose proposed salary increase would put them above the maximum salary for his/her salary grade shall receive a one-time bonus for the amount of a proposed increase that exceeds the maximum salary for the grade.

The salary increases set forth below are applicable to the fiscal years specified below. No salary increases will be granted subsequent to 2018-2022 unless agreed to by the parties. Salary increases 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.

PART ONE

FISCAL YEAR 2018-2019

Effective July 1, 2018, eligible EOF unit employees shall receive an across-the-board salary increase in the amount of 3%. To be eligible for this payment, members of the unit must have been on the University's payroll in an EOF negotiations unit position on July 1, 2018, and continue to be on the payroll in an EOF negotiations unit position on the date of payment. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2019-2020

Effective July 1, 2019, eligible EOF unit employees shall receive an across-the-board salary increase in the amount of 3%. To be eligible for this payment, members of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2019 and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2020-2021

Effective July 1, 2020, EOF unit employees shall receive an across-the-board salary increase in the amount of 3%. To be eligible for this payment, members of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2020 and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2021-2022

Effective July 1, 2021, EOF unit employees shall receive an across-the-board salary increase in the amount of 2.5%. To be eligible for this payment, members of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2021 and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

PART TWO

APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency.¹ If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the AAUP-AFT with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

¹ *The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.*

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days' notice, upon request of the AAUP-AFT negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.
 - The AAUP-AFT may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.
3. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a grievance pursuant to paragraph 5 below.
4. The AAUP-AFT agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.

5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-AFT may file a grievance under Article 5 of the Agreement. The grievance shall proceed directly to arbitration. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.
6. The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds. The arbitrator's decision shall be binding on all parties.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Part Two of Article 8. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of this Article, the parties shall mutually agree upon another arbitrator.

Article 9 – Performance Appraisal

A. Performance Appraisal

1. A supervisor who determines that an EOF Counselor is not satisfactorily performing one or more aspects of his/her job will communicate the deficiencies to the Counselor in a timely manner and will restate the supervisor's expectations for satisfactory performance in those areas.
2. Annual written performance appraisals shall be initiated no later than March 10 and concluded by no later than April 30 of each fiscal year on the Counselor's performance during the preceding 12-month period on the form in Appendix C. The rating in the section entitled "overall evaluation" shall be used as the basis for the award of performance based salary increases and/or performance based bonuses during the following fiscal year.
3. An EOF Counselor whose performance is appraised in the overall evaluation section as unsatisfactory performance may seek a review when:
 - the procedure in Section A.1. or A.2. above, were not followed; or
 - there was a demonstrable factual inconsistency; or
 - he/she was not evaluated according to the performance standards for his/her job.

The Counselor who seeks a review shall utilize the Review Process described in Section B, below, except that for the life of this Agreement, the Union, on behalf of the Counselor who seeks a review, may choose to process the

Counselor's claim through Article 5 – Grievance Procedure, Section 3, Grievances Other Than Discipline instead of utilizing the Review Process.

4. An EOF Counselor whose performance is appraised in the overall evaluation section as unsatisfactory performance because of performance deficiencies, but who cannot seek a review using the process described in Section B, shall be re-evaluated on, or about, the following June 30.
5. If the Counselor sufficiently improves his/her performance by the June re-evaluation to the extent that the overall evaluation is changed from unsatisfactory performance to satisfactory performance, the Counselor shall be eligible to receive the performance based salary increases and/or performance based bonuses appropriate for the satisfactory overall rating during the next fiscal year, beginning July 1.
6. If the Counselor does not sufficiently improve his/her performance by the June re-evaluation, and the overall evaluation remains unsatisfactory, the Counselor shall be re-evaluated on or about the following September 30. If the Counselor sufficiently improves his/her performance from unsatisfactory performance to satisfactory performance, the Counselor shall be eligible to receive the performance based salary increases and/or performance based bonuses appropriate for the satisfactory overall rating effective on or about October 1. No retroactivity will apply.

B. Review Process

1. An EOF Counselor whose performance is appraised in the overall evaluation section as unsatisfactory performance may seek a review using the process described below when:
 - the procedure in Section A.1. or A.2. above, were not followed; or
 - there was a demonstrable factual inconsistency; or
 - he/she was not evaluated according to the performance standards for his/her job.
- a. Within five (5) calendar days of the date on which the Counselor signed the annual written performance appraisal in Section A.2. above, the Counselor must initiate the review by writing to the first level evaluator, on the form in Appendix D, describing 1) the procedures in Section A that were not followed; and/or, 2) the demonstrable factual inconsistency; and/or, 3) why the evaluation was not conducted according to the performance standards for his/her job. The first level evaluator will respond in writing to the Counselor within five (5) calendar days.

- b. If the Counselor is not satisfied with the first level evaluator's response, within five (5) calendar days the Counselor may request, in writing on the form in Appendix D, a review by the second level evaluator. The Counselor will specify on the form why he/she is requesting a second level review and will attach all materials submitted at the first review. The second level evaluator will respond in writing to the Counselor within five (5) calendar days.
 - c. If the Counselor is not satisfied with the second level evaluator's response, within five (5) calendar days the Counselor may request, in writing on the form in Appendix D, a final review by the supervisor of the second level evaluator. The Counselor will specify on the form why he/she is requesting a review by the supervisor of the second level evaluator and will attach all materials submitted at the first review and the second review. The-supervisor of the second level evaluator will respond in writing to the Counselor within fifteen (15) calendar days.
 2. If through the review process the rating in the overall evaluation section is increased to satisfactory performance any performance based salary increases or performance based bonuses that would have been awarded to the Counselor for satisfactory performance in that fiscal year will be paid.
 3. Nothing in subsections a, b, or c of Section 1, above, will preclude the reviewer from speaking with the Counselor or the evaluator(s) in order to make a determination about the Counselor's request.
 4. An EOF Counselor may choose to have an AAUP/EOF representative present during the Review Process at step a, b, or c of Section 1 above. The AAUP/EOF representative may not act as an advocate during the review process. When a Counselor chooses to have an AAUP/EOF representative present during the review process, that representative must be a staff or faculty member employed by the University.

Article 10 – Administrative Leave

Full-time 12-month counselors shall be granted three (3) days administrative leave at the beginning of each fiscal year except that counselors 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 days.

Administrative Leave shall be granted by Rutgers upon the request of the counselor 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.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business and emergencies. 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; (3) personal matters; (4) other personal affairs. Administrative Leave may be scheduled in half-day units.

Unused Administrative Leave may not be carried into the next fiscal year.

Article 11 – Bereavement Leave

A counselor who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) 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.

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

Article 12 – 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 full holiday or two half holidays during the year-end holiday season, three (3) other holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual counselor. Counselors shall be eligible for the personal holidays after six (6) months of employment and the rules for its use will be governed by those applicable to Administrative Leave.

Article 13 – Jury Duty

Rutgers shall grant time off with full normal pay to any regularly appointed counselor who is required to serve for jury duty during such periods as the counselor is actually

upon such duty. If jury duty does not require the full work day, the counselor must return to his/her duties.

Article 14 – 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.

Sick leave may also be used 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.

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 fifteen (15) days per fiscal year.

The meaning of sick leave shall also be extended to include the following Special Circumstances:

1. Emergency Attendance.

Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather) who is seriously ill.

2. Medically Certified Care.

Employee's attendance upon the employee's seriously ill family member (as defined above) at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix E. Use of sick leave 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 shall accrue fifteen (15) days of sick leave in each fiscal year at the rate of one and one fourth (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 one and one fourth (1-1/4) days per month.

Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year (fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days.)

Unused sick leave is cumulative.

Employees are expected to notify their supervisor preferably by telephone at least 15 minutes before their scheduled start time on 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 leave 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.

Credit will be granted for documented unused sick leave accumulated during periods of previous employment at Rutgers.

Credit will also be granted for documented unused sick leave accumulated at an agency of the State of New Jersey, including a state college or university, when the individual comes to work in an eligible position at Rutgers with no break in service from the date of termination at the previous state agency.

No cash payment is made for unused sick leave except upon retirement in accordance with state legislation and implementing regulations. If the employee had a break in service, sick leave accumulated prior to the break will not be included in the lump sum calculation unless the break occurred as the result of a layoff. Further details of this payment appear in University Policy Library Section 60.3.17 Unused Sick Time - Policy on the Administration of Payments to University Staff Retirees.

Article 15 – Vacation

Regularly appointed full time counselors are first eligible to accrue vacation on the basis of one (1) day for each full month employed during the first fiscal year they are employed. Vacation allowance is earned on a monthly basis to a maximum number of days per year as set forth below. Vacation allowance is earned for each full month of employment. Employees will be able to use accrued vacation time as soon as such time

is credited (i.e., the following month). Counselors on leave for a month or more do not earn vacation.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring counselor 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.

Vacation accrual is based on fiscal years of service and is as follows for 12 month full time counselors. Vacation is prorated for 10 month counselors:

1. Less than one fiscal year of service
for each full month of service:.....one working day
2. Completed one through four fiscal years:15 working days
3. Completed five through 19 fiscal years:.....20 working days
4. Completed 20 or more fiscal years:25 working days

When a counselor completes four (4) 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 a counselor completes nineteen (19) years of service during a fiscal year, he/she will earn vacation for the remainder of that fiscal year at the rate of 2.1 days for each full month of service.

As of July 2010, the vacation balance on the days remaining report in Absence Reporting System (ARS) will reflect all accrued vacation time (the sum of carryover amount, vacation time earned in previous year and vacation accrual date).

A maximum of the number of days equivalent to the staff member's current year's vacation accrual may be carried forward into the succeeding year. No employee will be able to carryover more than his or her accrual rate, the balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

An employee who makes a written request for vacation shall receive a written response to said request within 14 calendar days from the date the request is received. An employee who makes a written request for vacation more than 30 days in advance, of the requested date(s), shall receive a written response within 14 days from the date the request is received. The written response shall approve, reject or defer a decision to specific later date.

Vacations must be scheduled at the convenience of each department according to departmental work requirements. Requests for vacations shall not be unreasonably denied. Any vacation time taken must be recorded in the ARS as vacation time is used.

An employee on vacation shall not be unreasonably required to return to work from said vacation unless an emergent situation has arisen which requires the employee's presence and no other employee is available or qualified to remedy the emergent

situation. Upon request from the employee, the employee's supervisor shall provide within 14 days of the emergency a written explanation of the emergency.

An employee who returns to work from a scheduled vacation day in response to an emergency shall be compensated accordingly:

- Any employee who is recalled from a scheduled vacation, shall be guaranteed a minimum of one (1) hour of compensatory time. Such employee shall be required to work all hours, in addition to the one (1) hour minimum guarantee, which are required by the employee's supervisor and shall be compensated with compensatory time for all such time worked.

If an employee is recalled to work from a scheduled vacation day(s) in June of a fiscal year and the employee is unable to reschedule the vacation day(s) during the same fiscal year, resulting in a potential forfeiture of such day(s) for excessive carryover, the employee shall not be required to forfeit such day(s). The employee shall be permitted to carryover such day(s) to the next fiscal year.

An employee who is recalled to work from a scheduled vacation and who is unable to return to work from the scheduled vacation shall not be subject to discipline.

Article 16 – Leave of Absence Without Pay

1. A counselor may submit a written request for leave of absence without pay for consideration by Rutgers. If the purpose of the leave is for personal reasons, the request for leave must be made at least six months in advance. Such request shall be granted by Rutgers only in exceptional situations.

If the purpose of the leave is for professional development, and is certified by the department as necessary for the job, the University will accommodate the request if the University deems that such leave will not disrupt the students who are served by the counselor. Such requests for leave will not be granted more than once in a three-year period.

2. If the requested leave is for child care after birth or adoption or for care of a seriously ill family member as statutorily defined in the New Jersey Family Leave Act or the federal Family & Medical Leave Act, such leave must be requested, and will be granted, in accordance with the applicable provisions of those Acts.
3. A counselor 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 in accordance with the federal Family & Medical Leave Act. Such leave must be requested, and will be granted, in accordance with the applicable provisions of that Act. Upon expiration of a counselor's leave of absence, the counselor shall be returned to his/her former position if it is open, or to a position comparable to the one previously held.

4. Counselors on leave without salary for one month or longer do not accrue vacation or sick leave benefits. Counselors are entitled to benefits as specified in University policy for administrative employees on leave of absence without pay at the time of commencement of the leave.

Article 17 – Health and Safety

Rutgers and the Union will meet regularly twice a calendar year to discuss long-range, overall safety and health problems of counselors. Two additional meetings per calendar year may be called by either party if necessary. One counselor may attend these meetings without loss of pay for the time spent in attendance, and one additional Union representative may also attend.

Immediate safety problems should be reported to the supervisor, or to the Department of Radiation and Environmental Health and Safety, and to the Office of Labor Relations. The Office of Labor Relations will advise the Union of such reports by the counselors.

If the University determines that a worksite is unsafe, counselors at that worksite will not be required to work at that site until the University determines the site to be safe.

Article 18 – Layoff

1. All counselors are probationary employees for the first ninety (90) calendar days of their employment. This probationary period may be extended once without concurrence of the union for counselors hired between June 1 and July 31. Such extension shall not be longer than thirty (30) calendar days. Probationary counselors may be terminated at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of the grievance procedure nor shall they be entitled to the notice provisions of this article.
2. When Rutgers decides to reduce the number of counselors in a job title in a particular department, either because of lack of work, lack of funding or elimination/reduction of a program, the counselor(s) so affected are entitled to notice as follows:
 - a. Five (5) working days notice for each full year of service except that the minimum notice will be 20 working days and the maximum will be 125 working days.
 - b. During this notice period, counselors will be provided reasonable consideration for time to seek other employment either through use of vacation, administrative leave, accrued compensatory time, adjusted work schedule, or leave without pay. All earned vacation time must be used prior to the effective date of layoff.
 - c. If during this period of notice, a vacancy which is to be filled occurs in the counselor's job title, the counselor will be placed in that vacancy provided that the University determines that he/she has the requisite qualifications and ability to perform the work available.

- d. Within a period of twelve (12) months after lay off, if a vacancy which is to be filled occurs in a job title previously held by the laid off counselor, that counselor shall be recalled provided that the University determines that he/she has the requisite qualifications and ability to perform the work available.

Article 19 – Maintenance of Standards

Rutgers and the Union agree that counselors shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to employees in 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. (See Appendix A.)

Article 20 – Dues Deductions

Union Dues:

The University agrees to deduct dues from the paycheck of each employee who furnishes a voluntary written authorization for such deduction for as long as the employee continues the authorization. Such authorization must be on a form acceptable to the University.

The amount of dues shall be such amount as may be certified in writing to the University by the Union at least forty-five (45) days prior to the date on which deduction of dues is to be made. The University shall remit to the Union every four (4) weeks all dues deducted together with a list of names of members from whose pay such deductions were made.

In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the AAUP-AFT shall be solely responsible for the return of such dues, provided the University transmitted the dues to the AAUP-AFT and provided the AAUP-AFT or a court determines that the AAUP or the University is obligated to return the dues.

Programming Costs

The Union shall pay all programming costs associated with deduction of dues.

Article 21 – Personnel Files

A personnel file for each counselor shall be maintained in the office of the EOF Director. If the file is maintained in any other office, the counselor will be advised where the file is being maintained. The file shall be available for examination by the counselor during normal office hours by prearrangement. The counselor may add to the file documents

which pertain to his/her employment at Rutgers. The counselor may purchase copies of documents contained in this file. This language does not mean that it is necessarily the only personnel file that an employee will have.

Article 22 – Position Reclassification Review

A counselor who believes that his/her duties have changed significantly may initiate a request for a review of his/her position. Such request for review may be submitted by the counselor to University Human Resources when the request arises in New Brunswick or Camden and the Office of Human Resources - Newark when the request arises in Newark provided that the department concurs that the job description is accurate and that the department requires that the duties described be performed. The request must be made on forms designed by the University. A minimum of twelve (12) months must elapse before a request can be made to reevaluate a previously evaluated position.

Human Resources will complete such review within six (6) weeks of receipt of completed forms by that office, with an extension of time if necessary. If an extension is necessary, the counselor will be notified.

Human Resources will give the counselor an opportunity to be interviewed during the review process. The counselor will be sent a copy of Human Resources' determination along with the rationale for such determination.

Salary adjustment upon reclassification shall be in accord with established University Human Resources' procedures.

The effective date of any upgrading will be the payroll begin date following receipt of the completed request for review materials at the applicable human resources' office. The effective date of any downgrading will be the first day of the pay period following the evaluation decision.

Article 23 – Vacancies

When vacancies occur for regular unit positions that are to be filled, they will be posted.

Counselors who meet the qualifications for a posted position may apply for it. There is no limit on the number of times a counselor may bid for posted positions except that after a counselor has successfully bid and has been accepted, he/she must wait six (6) months before bidding on another position.

Applications for all positions shall be through University Human Resources' Online Employment Application process.

Salary adjustment upon promotion shall be in accord with established University Human Resources' procedures.

Article 24 – Professional Development

Up to three Professional Development workshops may be held each fiscal year on the New Brunswick campus. A four-member committee, composed of one (1) EOF counselor from Newark, one (1) EOF counselor from Camden and two (2) EOF counselors from New Brunswick, shall plan the workshops. The planning of the workshops by the committee members shall be done via telephone, fax and/or e-mail without disrupting the work of the EOF programs and departments. The committee shall develop each workshop agenda based on topics related to the work of the EOF counselors. The dates and times of the workshops planned by the committee must be submitted in advance to the EOF Directors for approval. The agenda for a workshop will be submitted to the EOF Directors for input and feedback. EOF counselors may attend these professional development workshops without loss of pay provided necessary levels of staffing as determined by each Program's Director are maintained during workshop meetings. At the discretion of the appropriate Program's Director, mileage, at the standard University rate, and tolls to a New Brunswick professional development workshop location may be reimbursed for one (1), or more, vehicles traveling from the Camden Campus; for one (1), or more, vehicles traveling from the Newark College of Arts and Sciences (NCAS); and for one (1), or more, vehicles traveling from the Newark College of Nursing.

Proposals for special assignments, or attendance at professional conferences, may be submitted at any time to the counselor's Director. The submission must describe in detail how the proposal or conference is of specific significance to the counselor's college/EOF program, how the counselor would go about implementing the proposal, an estimation of the time necessary to complete the project or attend the conference, any costs or resources which would be necessary to complete the project or attend the conference, and the benefits which would result.

If the Director determines to assign a counselor to undertake a proposal which has been submitted or to attend a conference, the Director will advise the counselor in writing of the assignment/conference, the estimated time which the counselor may spend on the assignment/conference, and the budget constraints. At the Director's discretion, while the counselor is so assigned and work on the project progresses, the Director will make arrangements for the time necessary to complete the project or attend the conference.

Approval of such proposals or requests to attend professional conferences shall be subject to available funds and shall not be unreasonably denied.

A counselor who is matriculating in a graduate degree program at Rutgers may request time off during the work day to attend a class which is required for that degree if the required class is offered only during working hours. If the Director approves such request, the Director will advise the counselor whether he/she will be required to make up the time or whether he/she must charge vacation, administrative leave, or any accrued compensatory time.

Nothing about this provision is grievable.

Article 25 – Printing of Agreement

The University agrees to pay one-half of the printing and distribution costs of this Agreement. The University's liability shall be limited to an amount no greater than one-half the cost of fifty (50) copies at the rate of five (5) cents per page. Said Agreement shall be printed by the AAUP, using its own equipment. It shall bear the AAUP logo on its cover and a union label (“bug”) on the inside cover page.

Article 26 – Health Benefits Premium Sharing

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the AAUP-AFT and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.

The parties agree that immediately following the ratification of this Agreement by the membership of the AAUP-AFT, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to AAUP-AFT unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

Article 27 – Ineligibility for Overtime Compensation

EOF Counselors and EOF Senior Counselors are “NL” employees and are thus not eligible to receive automatic overtime. Only in extraordinary circumstances, when a counselor is required by his/her supervisor to work substantially more than thirty-seven and one-half (37.5) hours per week, for a substantial number of weeks (such as may occur in: the Summer Program, registration times, start of semester, etc.), the counselor will be granted administrative leave approved in writing by the Dean or Director. The request for such administrative leave must be submitted in writing and must be used within 12 months after the time it is granted.

Article 28 – Employee Assistance Program

So long as Rutgers offers its employees an Employee Assistance Program for counseling and referrals regarding personal and professional issues which affect the performance of their duties as Rutgers employees, bargaining unit employees shall be

eligible to use the Employee Assistance Program at no cost on the same basis and to the same extent as other Rutgers employees.

Employee use of the Employee Assistance Program shall be confidential except as may be required by law.

Article 29 – Compassionate Leave Program

Employees covered under this Agreement shall be permitted to participate in Rutgers' compassionate leave program, a donated leave bank for catastrophic illnesses, pursuant to the terms and conditions set forth in the University Human Resources Compassionate Leave Program, as may be amended unilaterally from time to time by the university.

The university shall provide the EOF-AAUP-AFT with an annual statement of donation and usage transactions related to the donated leave bank. The statement will include the following university-wide data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted. Determinations regarding the granting or denial of compassionate leave shall be at the sole discretion of the Associate Vice President for Human Resources.

Article 30 – Management Rights

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

Except as specifically limited or modified by past practice, the terms of this Agreement, or by law, all rights, powers, duties, authority, prerogatives of management, and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

Article 31 – University Closings

For a day or days when the University is officially declared as “Closed”, by the President or appropriate Vice-President, employees shall not be required to charge vacation days, administrative leave, or personal holidays to avoid loss of pay.

In addition, on any day or days in which all classes are cancelled on a particular campus (Camden, Newark, or New Brunswick) by the appropriate Vice-President or Provost due to a weather or other emergency situation, the following will apply regarding attendance:

Lateness – The employee shall notify his/her supervisor as soon as possible if it is necessary to be late in reporting to work. The employee may charge any lost time to administrative leave, vacation, or personal holiday if available. If no such time is

available, the employee will have his/her salary appropriately adjusted for the lost time. There will be no disciplinary action taken for such lateness.

Absence – The employee shall notify his/her supervisor as soon as possible if it is necessary that he/she be absent. The employee may charge the day to administrative leave, vacation, or personal holiday if available, or will have his/her salary appropriately adjusted. There will be no disciplinary action taken for such absence.

Leaving Early – The employee must request and receive permission from the appropriate supervisor to leave early. Such permission shall not be unreasonably denied. Employees who are allowed to leave early may charge the time to administrative leave, vacation, or personal holiday if available. If no such time is available, the employee will have his/her salary appropriately adjusted for the lost time.

Article 32 – Direct Deposit

All employees shall be eligible for Direct Deposit. Employees must enroll in Direct Deposit within fourteen (14) calendar days of employment by completing the Direct Deposit Authorization form in Employee Self-Service. The date of an employee's enrollment in Direct Deposit shall not delay the payment of wages to the employee.

Article 33 – Salary Adjustments

I. Starting Salary for New Hires

A. External Hires

Salary Grade Structures - For a vacancy in the grade structure, the normal starting salary may be established up to ten (10) percent beyond the midpoint of the grade. Exceptions will require the approval of the appropriate Vice President/Provost and UHR.

Hiring at rates in excess of the grade maximum, including requests for T-code appointments, are to be submitted to the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her designee for consideration and decision.

B. Internal Hires

The compensation level for a successful internal candidate (current Rutgers employee) for a job posting will be determined as detailed in the following section on Promotion or the section on lateral move as appropriate.

II. Promotion

Promotion is the formal advancement of an individual from one position to a more responsible vacant position in a higher salary grade. Promotion results either when an employee is the successful applicant for such a position or when a department

decides to promote an employee internally to such a position. All vacant positions that are to be filled must be reviewed by UHR. Affirmative Action procedures must be followed during the recruitment process.

A. Salary

The salary increase resulting from a promotion is determined as follows. (Use the same formula for employees who are promoted into an EOF negotiations unit covered position from another unit.)

1. A minimum of five (5) percent up to a maximum of fifteen (15) percent increase to the employee's salary at the discretion of the hiring authority. The new salary cannot be less than the minimum or more than the maximum of the new grade. Hiring authorities should consider the relative internal worth of the position, qualifications of the candidate, internal equity, and external competitiveness (i.e. midpoint within relevant labor market and peer institutions) when setting the promotional salary increase. An additional factor to take into consideration is whether the promotion results in an increase in the standard number of hours worked per week.
2. Under extraordinary circumstances, a Vice President or Provost may request that an exception be made to provide an increase in excess of the above parameters. Exception requests should be forwarded to the Senior Vice President Human Resources and Organizational Effectiveness or his or her designee.

B. Effective Date of Promotion.

The effective date is the date on which, after all necessary approvals are received, the employee begins work in the new title.

III. Lateral Move

If an employee moves laterally (i.e., to a new position that is evaluated in the same grade as the position the employee is leaving), the employee will be placed in the new title but will remain at the same salary, unless the department determines that an in-grade adjustment is appropriate and approved in accordance with Section V.

IV. Job Reclassification

Job reclassification is the formal change in a position's grade due to a substantive change in job content. Reclassification may be downward or upward with a corresponding change in compensation and possibly a change in job title. (See Article 22 Position Reclassification Review)

- A. When a position has been reclassified to a higher grade, the effective date of the upward reclassification will be the payroll begin date following receipt of the completed Classification and Recruitment Form by the Newark Human

Resources Office, the Camden Provost's Office, or UHR in New Brunswick. The compensation level for the individual is determined by following the promotion policy in Section II.

- B. When a position is reclassified to a lower grade, the compensation level for the individual is determined by the downgrade policy in Section VI.

V. In-Grade Salary Adjustments

In-grade salary adjustments may be used to provide increases to employees under the following conditions:

- A. When an employee in the same position assumes a demonstrable increase in the scope, depth, and complexity of their job functions and their outcomes which do not warrant an upward reclassification of the employee's grade;
- B. When an employee transfers to a different position within the same salary grade and assumes a demonstrable increase in the scope, depth, and complexity of job functions and their outcomes as a result of the new position;
- C. When an employee receives a written external employment offer where the external position is at a comparable level to the employee's current position and within comparable job market, and a counter offer would not result in internal equity issues within the requesting department;
- D. In order to provide for an equity adjustment as a result of substantiated internal and/or external market considerations.

All requests for in-grade salary adjustments require concurrence by the supervisor, the department/division head, and the appropriate Vice President/Provost. Requests will be submitted to UHR to determine if the additional responsibilities added to the position are appropriate within the current grade. UHR should consider the relative internal worth of the position, qualifications of the candidate, internal equity, and external competitiveness (i.e. midpoint within relevant labor market and peer institutions). In-grade salary adjustments must satisfy the following parameters:

- A. The salary adjustment should not exceed ten (10) percent.
- B. The resulting salary does not exceed the salary grade maximum.
- C. The employee has not had another in-grade salary adjustment within the last 12 months.
- D. The employee's grade has not been upgraded as a result of a reclassification or promotion within the last 12 months.

All requests that are outside of these parameters must be submitted to the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her designee for approval.

VI. Downgrade

Moves to a lower job classification may occur as the result of an employee's personal choice (voluntary downgrade); for documented inadequate job performance (deficiency downgrade); or when through no fault of the employee the university determines that the individual position should be reclassified downward (involuntary, no-fault downgrade).

An employee who is given notice of layoff but who, before removal from the payroll, is the successful applicant for a lower-rated position, will be compensated in accordance with Section VI.A. - Voluntary, below. An employee who is laid off and then rehired will be compensated in accordance with the Policy on Employment Protection, Section 60.4.3, of the University Policy Library.

If an employee moves into a position covered by a bargaining unit as a result of a downward reclassification or as a result of being a successful candidate, the rules for that unit apply.

Salary adjustments resulting from these downward moves are calculated as follows:

A. Voluntary and Deficiency Downgrades

1. If an employee voluntarily elects to move to a lower-rated job and received an appraisal rating of Meets Standards on his or her most recent performance evaluation, or if the downward move is a result of documented below-standard job performance or documented disciplinary action, the employee's salary is reduced by a minimum of five (5) percent and up to a maximum of fifteen (15) percent. If the reduced salary exceeds the maximum of the lower grade, the individual will be placed at the maximum of the lower grade.
2. The dean, director, or department head must submit a written request for a salary reduction to the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her designee for consideration and decision.
3. The adjusted salary is effective the first day of the pay period following the date the employee begins work in the lower-rated job title after all necessary approvals have been received.

B. Involuntary Downgrade (No Fault Downgrade)

1. When the university, through no fault of the employee, determines that a position should be reclassified downward, the individual is moved on to the lower grade at the same salary, not to exceed the maximum of the lower grade. If the salary falls above the grade maximum and the employee received an appraisal rating of Meets Standards on his or her most recent performance evaluation, the individual's salary will be frozen

("red-circled") until such time as the maximum is raised above that level, but not to exceed two years from the date the salary was frozen. If at the end of two years (2) the red-circled salary continues to exceed the maximum of the lower grade, the employee's salary will be reduced to the maximum of the lower grade at that time.

2. This Section does not apply to positions supported by grant funds. When a position that is supported by grant funds is reclassified downward, compensation will be calculated as in Section VI.A. – Voluntary.

VII. Title Upgrade

When the job content of a title remains essentially the same but the grade is deemed to be incorrect and the title is given a higher grade, incumbents are moved to the higher grade as follows:

- A. The employee retains the same salary in the new grade.
- B. If the employee's salary is below the minimum of the new grade, it will be increased to the minimum.

VIII. Title Downgrade

When the job content of a title remains essentially the same, but the grade is deemed to be incorrect and the title is given a lower grade, salary adjustments are calculated in accordance with Section VI.B. – Involuntary Downgrade (No Fault Downgrade).

IX. Red-Circled Employees

- A. When a red-circled employee is promoted or reclassified upward, the compensation level for the individual is determined in accordance with the promotion policy in Section II – Promotion.
- B. When a red-circled employee is reclassified downward, the compensation is determined by the downgrade policy in Section VI.B. – Involuntary Downgrade (No Fault Downgrade).
- C. When a red-circled employee's title is upgraded, salary is calculated in accordance with Section VII.
- D. When a red-circled employee's title is downgraded, salary is calculated in accordance with Section VIII.

X. Exceptions

Exceptions to this article may be granted only by the Senior Vice President for University Human Resources and Organizational Effectiveness or his or her designee following written request by a dean, director, or department head.

XI. All determinations made pursuant to this Article shall be made at the sole and exclusive discretion of the University.

Article 34 – Federal Family & Medical Leave, New Jersey Family Leave, New Jersey SAFE Act Leave

Notwithstanding any other provisions in this agreement or in University policies, in the event that an employee is eligible, as set forth by Federal or State statute, and takes a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), or the New Jersey SAFE Act, all applicable accrued sick time or sick leave must be used concurrently with the leave permitted by the statutes.

In the event that an employee exhausts applicable accrued paid sick time and sick leave (or, if the employee does not have paid sick time or sick leave accruals to charge concurrently with an approved leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid, unless the employee agrees to use any other accrued paid time off.

Leave for an employee's own serious health condition:

If an employee is approved for medical leave for the employee's own serious health condition, only accrued sick time must be used concurrently with the statutory leave, unless the employee agrees to use any other accrued paid time off.

If after an employee has exhausted the leave granted to the employee pursuant to the FMLA or New Jersey SAFE Act, the employee is still unable to perform the duties of the employee's position because of the employee's own serious health condition and has remaining accrued sick time available, the employee shall be entitled to extend the leave of absence by utilizing any remaining accrued sick time provided that the employee provides medical certification substantiating the employee's need for such extension due to the employee's own serious health condition.

If after an employee has exhausted the leave granted to the employee pursuant to the FMLA or New Jersey SAFE Act and has exhausted all accrued sick time, and the employee is still unable to perform the duties of the employee's position because of the employee's own serious health condition, the employee may be permitted to extend the leave of absence by seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). To seek additional leave as an accommodation, the employee must submit such a request to Rutgers Office of Employment Equity and comply with the reasonable accommodation process.

Leave to care for a family member:

If an employee is approved for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care, only applicable accrued sick time and sick leave must be used concurrently with any statutory leave, unless the employee agrees to use any other accrued paid time off. The only exception is if an employee is eligible and applies for New Jersey Family Leave Insurance.

Leave under the New Jersey SAFE Act:

If an employee is approved for leave under the New Jersey SAFE Act, and such leave does not otherwise qualify for a leave of absence under the FMLA or NJFLA, the employee must use all applicable accrued paid time for the first 40 hours of such leave (or, if the employee has less than 40 hours of accrued sick time available, the balance of leave will be unpaid.)

Article 35 – Term

This Agreement shall be effective from July 1, 2018 until midnight on June 30, 2022.

Dated: December _____, 2019

| For Rutgers, The State University of New Jersey | |
|--|--|
| By: _____ | |
| Vivian Fernández Senior Vice President for Human Resources and Organizational Effectiveness | Harry M. Agnostak Associate Vice President for Labor Relations |
| _____ | _____ |
| Jeffrey T. Maschi Director, Labor Relations | Alexandra Wojtenko Dunn Senior Labor Relations Specialist |

Dated: December _____, 2019

| For the EOF Counselors | |
|---|--|
| By: _____ | |
| Patrick Nolan Executive Director | Shorinna Berkeley Team Chair, Senior Counselor, SAS-NB |
| _____ | _____ |
| Darlene Brown Senior Counselor, Newark Arts & Sciences | Edrice Robinson-Wyatt Senior Counselor, SEBS |
| _____ | _____ |
| Zabrina Songui Senior Counselor, Newark Arts & Sciences | Caroline Waters Senior Counselor, Camden Arts & Sciences |

Appendix A

MEMO OF AGREEMENT 1989-1992

In the interest of reaching an Agreement with the EOF Unit, Rutgers agrees to modify its December 8, 1988 Maintenance of Standards counterproposal by eliminating the following paragraph.

"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."

The Union understands that removal of this paragraph is not a concession by the University that it does not have the right to establish rules and regulations concerning the work to be performed by its employees or concerning the conduct of its employees nor is it a concession that it will not establish such rules and regulations.

The University understands that the Union has not given up any rights it has under N.J.S.A. 34 13a 1 et seq.

Appendix B

November 16, 1989

Mr. Larry Miller
Spokesperson, EOF
Room 16 B, Milledoler Hall
CAC

Dear Larry:

At negotiations on September 14, Mr. Keddie requested a letter concerning new title(s) which may be created as a result of the special review which is planned for counselors upon ratification of the Agreement. On October 3, I sent you such letter. This letter modifies the October 3 letter as underlined in the next paragraph.

If the job description of such new title(s) predominantly consists of counseling duties in the EOF Program, we will agree to include that title in the unit. If as a result of the special review, a counselor is reclassified into a title which would not be so included in the unit, the counselor will remain in the unit until the expiration of the Agreement. However, nothing in this agreement signifies that such title will be included in the unit unless the parties agree at some future date to include such titles.

Yours truly,

Christine B. Mowry, Asst. V.P.
for Staff Affairs and Director,
Office of Employee Relations

cc: Wells Keddie

Appendix C

RUTGERS UNIVERSITY EOF COUNSELOR PERFORMANCE APPRAISAL

Employee Name : _____

1. SECTION 1: APPRAISAL MATRIX

1. List the three to five **Key Duties** (use a word or short phrase to describe the duty) of the position.
2. Indicate the **priority percentage** for each duty (should total 100%).
3. **Appraise each duty** in Sections 3 & 4 (the following page), then **transcribe the rating** to the column below.

| <u>Key Duties</u> | <u>Priority</u> | <u>Rating</u> |
|-------------------|-----------------|---------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

SECTION 2: OVERALL ASSESSMENT

Based upon the appraisal rating for each key duty and its priority level, indicate the EOF Counselor's overall appraisal rating which reflects his/her performance during the past year by checking one of the categories below. Use the following rating scale and provide comments to explain your rating. (Check only one.)

- Meets Standards.** This rating encompasses a range of performance from satisfactorily meeting job expectations to occasionally exceeding job expectations. Almost all EOF Counselors perform their jobs efficiently and with professionalism, so it is expected that most will be rated in this category.
- Unsatisfactory Performance.** EOF Counselors who do not satisfactorily meet job expectations and, overall, do not consistently perform their assigned responsibilities adequately will be given this designation. Employees rated in this category will be provided specific guidelines on how to improve performance.

Note: Performance in the higher priority duties should have a greater impact on the overall assessment than performance in the lower priority areas.

Comments (add pages as necessary):

RUTGERS UNIVERSITY EOF COUNSELOR PERFORMANCE APPRAISAL

Employee Name: _____

Key Duty # ____: _____

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary .

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other level if desired to more fully explain your performance expectations.

Check here and detail on an attached page if standards are being modified.

Meets Standards

Unsatisfactory Performance

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the EOF Counselor's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

Meets Standards

Unsatisfactory Performance

2. **Support for Appraisal**

3. Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

Appendix D

RUTGERS UNIVERSITY EOF COUNSELOR UNIT

Performance Appraisal – Article 9, Section B Form to Request Review for an overall rating of Unsatisfactory Performance

An EOF counselor who claims that one of the following occurred:

- that the program procedures were not followed; or
- that there was a demonstrable factual inconsistency; or
- that he/she was not evaluated according to the performance standards for the job

may request a review by completing this form and submitting it to his/her first level evaluator not later than five (5) calendar days after signing the annual written performance appraisal.

Step 1

To: _____ Date: _____
(1st Level Evaluator)

From: _____
(EOF Counselor Name)

I am invoking the review process for the following reason(s) (check and complete one or more sections):

- The program procedures were not followed. (Explain and attach pages as necessary)
- There was a demonstrable factual inconsistency. (Explain and attach pages as necessary)
- I was not evaluated according to the performance standards for my job. (Explain and attach pages as necessary)

(Signature of EOF Counselor)

**RUTGERS UNIVERSITY
EOF COUNSELOR UNIT**

**Performance Appraisal – Article 9, Section B
Form to Request Review for an overall rating of Unsatisfactory Performance**

EOF Counselor Name: _____

1st Level Evaluator’s Reply to Step 1 (Attach pages as necessary):

(Typed name of 1st Level Evaluator)

(Signature)

(Date)

Step 2

If the EOF Counselor is not satisfied with the 1st Level Evaluator’s written resolution, the EOF Counselor may request in writing a review of the matter by the 2nd Level Evaluator.

To: _____ Date: _____
(2nd Level Evaluator)

I request a review for the following reason:

(Signature of EOF Counselor)

(Date)

cc: 1st Level Evaluator

**RUTGERS UNIVERSITY
EOF COUNSELOR UNIT**

**Performance Appraisal – Article 9, Section B
Form to Request Review for an overall rating of Unsatisfactory Performance**

EOF Counselor Name: _____

2nd Level Evaluator’s Reply to Step 2 (Attach pages as necessary):

(Typed name of 2nd Level Evaluator)

(Signature)

(Date)

Step 3

If the EOF Counselor is not satisfied with the 2nd Level Evaluator’s written resolution, the EOF Counselor may request in writing a review of the matter by the supervisor of the 2nd level evaluator.

To: _____ Date: _____
(Supervisor of 2nd Level Evaluator)

I request a review of this matter for the following reason:

cc: 1st Level Evaluator
2nd Level Evaluator

(Signature of EOF Counselor)

(Date)

**RUTGERS UNIVERSITY
EOF COUNSELOR UNIT**

**Performance Appraisal – Article 9, Section B
Form to Request Review for an overall rating of Unsatisfactory Performance**

EOF Counselor Name: _____

Supervisor of 2nd Level Evaluator’s Reply to Step 3 (Attach pages as necessary):

(Typed Name of Supervisor of
2nd Level Evaluator)

(Signature)

(Date)

cc: 1st Level Evaluator
2nd Level Evaluator

Appendix E – page 1 of 2

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 will/did provide the following CARE:

(please specify) _____

to my SERIOUSLY ILL FAMILY MEMBER _____
(Name of seriously ill family member)

who is my _____
(family member relationship)

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

Appendix E – page 2 of 2

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

Mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather

Salary Tables

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES
EFFECTIVE JULY 1, 2018

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS: 260

| Grade | | | Minimum | Midpoint | Maximum |
|-------|------|--|----------|----------|----------|
| 04 | ANNL | | 53,753 | 67,191 | 80,629 |
| | BIWK | | 2,067.42 | 2,584.27 | 3,101.12 |

| | | | | | |
|----|------|--|----------|-----------|----------|
| 05 | ANNL | | 59,086 | 73,858.50 | 88,631 |
| | BIWK | | 2,272.54 | 2,840.71 | 3,408.88 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES
EFFECTIVE JULY 1, 2019

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS: 262

| Grade | | | Minimum | Midpoint | Maximum |
|-------|------|--|----------|----------|----------|
| 04 | ANNL | | 55,366 | 69,207 | 83,048 |
| | BIWK | | 2,113.21 | 2,641.49 | 3,169.77 |

| | | | | | |
|----|------|--|----------|-----------|----------|
| 05 | ANNL | | 60,859 | 76,074.50 | 91,290 |
| | BIWK | | 2,322.86 | 2,903.61 | 3,484.35 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES
EFFECTIVE JULY 1, 2020

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS: 261

| Grade | | | Minimum | Midpoint | Maximum |
|-------|------|--|----------|----------|----------|
| 04 | ANNL | | 57,027 | 71,283 | 85,539 |
| | BIWK | | 2,184.94 | 2,731.15 | 3,277.36 |

| | | | | | |
|----|------|--|----------|----------|----------|
| 05 | ANNL | | 62,685 | 78,357 | 94,029 |
| | BIWK | | 2,401.72 | 3,002.18 | 3,602.64 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES
EFFECTIVE JULY 1, 2021

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS: 261

| Grade | | | Minimum | Midpoint | Maximum |
|-------|------|--|----------|----------|----------|
| 04 | ANNL | | 58,453 | 73,065 | 87,677 |
| | BIWK | | 2,239.58 | 2,799.43 | 3,359.27 |

| | | | | | |
|----|------|--|----------|----------|----------|
| 05 | ANNL | | 64,252 | 80,316 | 96,380 |
| | BIWK | | 2,461.76 | 3,077.24 | 3,692.72 |

Sidebar Agreement regarding a
RUTGERS UNIVERSITY/AAUP-EOF
Joint Sick Leave Bank Committee

1. Rutgers, The State University of New Jersey and AAUP-EOF unit hereby establish a Joint Sick Leave Bank Committee (JSLBC).
2. The JSLBC shall be composed of two (2) representatives from AAUP-EOF and two (2) representatives from Rutgers.
3. The JSLBC shall meet no less than two times per semester following ratification of the Agreement. The JSLBC agrees to jointly collect data/information about sick leave banks.
4. The JSLBC shall discuss various/alternate forms of leave systems with a view towards better informing the parties. Not later than one (1) year from the date of the first meeting, the JSLBC will issue a written report to the parties about the data/information which was gathered and discussed.
5. This report may be used by the parties to formulate positions on sick leave bank systems.
6. Both parties agree that these discussions shall not be construed as tacit approval of any matter discussed.
7. If the JSLBC reaches consensus about a sick leave bank system, the JSLBC will request that mutual gains negotiations be resumed. If both sides agree to resume negotiations, this issue will be the only issue to be negotiated.

Sidebar Agreement regarding a
Review of Positions Entitled
“DEVELOPMENT[AL] SPECIALIST” In EOF Units

The parties, Rutgers University and the AAUP/EOF Unit, agree that University Human Resources (UHR) will conduct a classification review of the job duties of positions entitled Development[a] Specialist in EOF units, listed below. The sole purpose of the classification review is to determine whether the title of Development[a] Specialist is appropriate for the position based on the scope of the duties performed. UHR will conclude the reviews within one hundred twenty (120) days of the ratification of the 1999-2003 Agreement.

UHR will provide to the parties a written explanation of each of the determinations made as a result of the classification review. Within 30 days of receipt of the written explanation, the AAUP/EOF unit may request a meeting with the Office of Labor Relations to discuss the determinations made by UHR. If requested, the meeting shall be scheduled in a timely manner.

- | | | |
|----|------------------------------|-----------------------------|
| 1. | Development Specialist | School of Engineering |
| 2. | Developmental Specialist | College of Pharmacy |
| 3. | Developmental Spec/Sci Coord | Rutgers College |
| 4. | Developmental Spec/Ed Coord | College of Nursing (Newark) |
| 5. | Developmental Spec/Ed Coord | Douglass College |
| 6. | Development Specialist | Cook College |

Agreement

Rutgers Council of AAUP-AFT Chapters – EOF and Rutgers University agree that the job titles of EOF Counselor, Grade 4, and Senior EOF Counselor, Grade 5, shall be included in the bargaining unit. Additionally, current members of the bargaining unit whom have the job title of EOF Counselor, Special Programs or Senior EOF Counselor, Special Programs shall have their job titles converted to EOF Counselor or Senior EOF Counselor, respectively, without any change in their responsibilities, rate of pay or grade.

For Rutgers, The State University of
New Jersey



5/19/15
Date

For: EOF

Sharon Boyer 5/19/15
Date
Sharon Boyer
Miriam Munk
Caroline Wate

