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AGREEMENT

This Agreement is made and entered into this 2nd day of March, 2005, by and between RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY (hereinafter "University" or "Rutgers") and RUTGERS COUNCIL OF AAUP 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, Special Programs 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 Union 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 Union.

ARTICLE 4 - UNION REPRESENTATIVES

1. The Union may designate three (3) employees, one (1) each from the Camden, Newark and New Brunswick campuses, 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.

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 advisory arbitration in accordance with paragraph 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 advisory arbitration in accordance with section #4 below.

Excluded from advisory 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. Advisory Arbitration. If the Union submits a grievance to advisory 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 report and recommendation(s) regarding the disposition of the grievance to the Associate Vice President for Human Resources or the equivalent successor. The Associate Vice President for Human Resources or the equivalent successor shall review the arbitrator's report and recommendation(s) and, within thirty (30) calendar days of receipt, shall issue a written decision concerning the disposition of the grievance to the Union. Copies of the written decision will also be provided to the grievant, the Office of Labor Relations and the grievant's supervisor. If the Associate Vice President for Human Resources or the equivalent successor does not accept the arbitrator's full recommendation, the written decision shall explain the reason(s) for modifying or rejecting the recommendation(s). The decision of the Associate Vice President for Human Resources or the equivalent successor shall be final and binding on all parties and shall not be subject to appeal.

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.

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

EOF Senior Counselor, Special Programs and EOF Counselor, Special Programs shall be placed on a grade system that mirrors Administrative, Professional and Supervisory employees' salary grades and allows salary and title advancement.

Minimums and maximums shall be adjusted each July 1 to reflect negotiated across-the-board and performance-based increases.

The salary increases set forth below are applicable to the fiscal years specified below. No salary increases will be granted subsequent to 2006-2007 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.

FISCAL YEAR 2003-2004

1. There will be no salary increases.

FISCAL YEAR 2004-2005

To be eligible for the reclassification, across-the-board and performance-based increases described below, a counselor must have been on the payroll as of June 30, 2004 and must remain on the payroll through the date of ratification of the Agreement.

1. Employees who held the job title of EOF Counselor, Special Programs on October 1, 2004 will be reclassified to the job title of EOF Senior Counselor, Special Programs effective July 1, 2004 with a corresponding five percent (5%) increase to the base salary for EOF Counselor, Special Programs in effect on June 30, 2004. This reclassification will not affect the classification of any employee who held the job title of EOF Senior Counselor, Special Programs on October 1, 2004.
2. Effective July 1, 2004, a counselor shall receive an across-the-board salary increase of two and four-tenths percent (2.4%) on his/her salary in effect on June 30, 2004.
3. Effective July 1, 2004, a counselor whose overall job performance is evaluated in the current annual appraisal as meeting or exceeding standards shall receive a performance-based salary increase of two and four-tenths percent (2.4%) on his/her salary in effect on June 30, 2004.
4. Effective July 1, 2004, a merit pool in the amount of \$1,800 will be divided equally among all counselors whose overall job performance is evaluated in the current annual appraisal as exceeding standards. The total merit pool (\$1,800) will be expended for this purpose. Rutgers will report to AAUP – EOF how the merit pool is divided. Merit pool awards shall not be added to base salaries.

FISCAL YEAR 2005-2006

1. Effective July 1, 2005, a counselor shall receive an across-the-board salary increase of two and four-tenths percent (2.4%) on his/her salary in effect on June 30, 2005.
2. Effective July 1, 2005, a counselor whose overall job performance is evaluated in the current annual appraisal as meeting or exceeding standards shall receive a performance-based salary increase of two and four-tenths percent (2.4%) on his/her salary in effect on June 30, 2005.
3. Effective July 1, 2005, a merit pool in the amount of \$1,800 will be divided equally among all counselors whose overall job performance is evaluated in the current annual appraisal as exceeding standards. The total merit pool (\$1,800) will be expended for this purpose. Rutgers will report to AAUP – EOF how the merit pool is divided. Merit pool awards shall not be added to base salaries.

FISCAL YEAR 2006-2007

1. Effective July 1, 2006, a counselor shall receive an across-the-board salary increase of three and six-tenths percent (3.6%) on his/her salary in effect on June 30, 2006.
2. Effective July 1, 2006, a counselor whose overall job performance is evaluated in the current annual appraisal as meeting or exceeding standards shall receive a performance-based salary increase of three and six-tenths percent (3.6%) on his/her salary in effect on June 30, 2006.
3. Effective July 1, 2006, a merit pool in the amount of \$1,800 will be divided equally among all counselors whose overall job performance is evaluated in the current annual appraisal as exceeding standards. The total merit pool (\$1,800) will be expended for this purpose. Rutgers will report to AAUP-EOF how the merit pool is divided. Merit pool awards shall not be added to base salaries.

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 conducted not later than April 1 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.

a. 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.

b. 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 University Director for Student Academic Support and Achievement. The Counselor will specify on the form why he/she is requesting a review by the University Director for Student Academic Support and Achievement and will attach all materials submitted at the first review and the second review. The University Director for Student Academic Support and Achievement 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, child, foster child, stepchild, sister, brother, grandmother, great grandmother, grandfather, great grandfather, or any relative of the counselor residing in the counselor's household) may charge up to three (3) days for such absence to bereavement leave. For the purpose of this bereavement leave, the term spouse shall also refer to a bona fide sole domestic partner. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the counselor will attend, an exception to the above may be requested by the counselor to provide for up to five (5) days of absence to be charged to bereavement leave. Distant location

means a place to which travel for the better part of a day would be necessary.

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

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 individually selected 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 illness. The meaning of sick leave may be extended to include limited periods of time (up to five (5) days in a fiscal year) for emergency attendance on a member of the immediate family (mother, father, spouse, child, foster child, sister, brother, grandmother, grandfather) who is seriously ill, or for exposure to contagious disease if it is likely that the exposure will endanger other employees.

For employees hired prior to 7/1/02, sick leave days are earned at the rate of 1-1/4 days for each full month of service (fifteen (15) per fiscal year for 12-month counselors) except that counselors hired after the beginning of the first fiscal year will earn one (1) day for each full month of service in the first year of employment. Employees hired on

or after 7/1/02 will earn sick leave at the rate of one (1) day per month of service (twelve (12) per fiscal year for 12-month counselors).

Counselors who require more sick leave than accumulated will have their pay adjusted accordingly except that counselors may charge such time to vacation or administrative leave. In such cases, all sick leave policies will apply.

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

Unused sick leave is cumulative.

ARTICLE 15 - VACATION

Regularly appointed full-time counselors are first eligible for vacation leave upon completion of the fiscal year during which 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. Counselors on leave for a month or more do not earn vacation. The allowance earned in one fiscal year must be used before the end of the following fiscal year or it is forfeited. However, if it is mutually agreed between the counselor and his/her supervisor, then a maximum of one (1) year's vacation allowance may be carried forward into the next succeeding year. However, a counselor may not expect to combine the entire vacation allowance from two (2) fiscal years unless the supervisor and the counselor mutually agree to such an extended 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.

Vacations shall be taken at the convenience of the department with consideration given to counselors' preferences. All vacations are subject to approval by the supervisor.

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. 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 DEDUCTION

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.

Representation Fee:

Counselors in the bargaining unit who do not become members of the union within thirty (30) days after their probationary period shall have deducted from their salaries and forwarded to the union a representation fee, providing that at least 50% of the employees in the unit are dues-paying members of the union. The amount of such representation fee shall be certified in writing to the University by the union at least forty-five (45) days prior to the date on which deduction of the representation fee is to be made.

Programming Costs

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

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.

A complete resume for each position applied for must be in the designated personnel office within ten (10) calendar days after the initial date of the posting.

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 may be submitted at any time to the counselor's Director. The submission must describe in detail how the proposal 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, any costs or resources which would be necessary to complete the project, and the benefits which would result.

If the Director determines to assign a counselor to undertake a proposal which has been submitted, the Director will advise the counselor in writing of the assignment, the estimated time which the counselor may spend on the assignment, 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.

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

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after October 5, 2004 shall not be eligible for enrollment in the Traditional Plan. Counselors represented by the Union who are eligible for health insurance benefits coverage under P.L. 1961 c.49 (N.J.S.A. 52:14-17.25 et.seq.) shall pay premium or periodic charges therefore on the same basis and to the same extent as the State establishes for State employees for whom there is no majority representative. This provision will become effective following the open enrollment period after ratification of the Agreement.

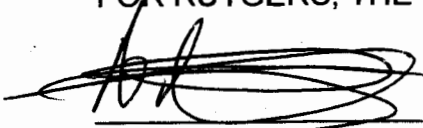
ARTICLE 27 – INELIGIBILITY FOR OVERTIME COMPENSATION

EOF Counselors, Special Programs and EOF Senior Counselors, Special Programs 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 hours per week, than would normally be expected, for a substantial number of weeks, it may be appropriate for the counselor to be granted administrative leave approved in writing by the Dean or Director. Such administrative leave must be used within 12 months after the time it is granted.

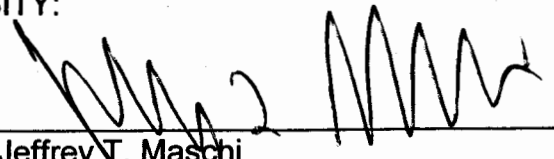
ARTICLE 28 - TERM

This Agreement shall be effective from July 1, 2003 through 12 midnight June 30, 2007.

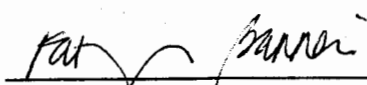
MS Dated: ~~January~~ ^{March} 2, 2005
FOR RUTGERS, THE STATE UNIVERSITY:



Harry M. Agnostak



Jeffrey T. Maschi



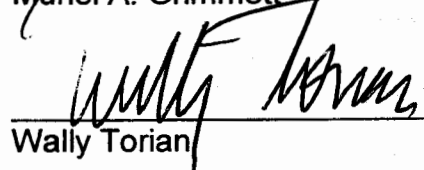
Kathryn Bannai



Muriel A. Grimmert



Eddie J. Manning



Wally Torian

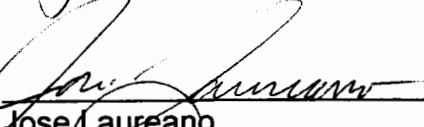


Cary Booker

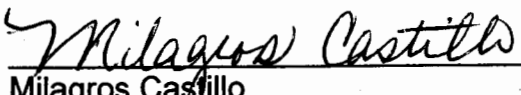
MS Dated: ~~January~~ ^{February} 16, 2005
FOR THE EOF COUNSELORS:



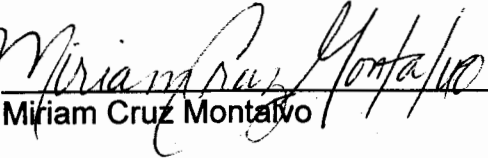
B.J. Walker



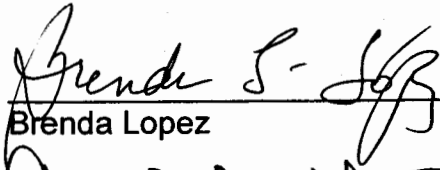
Jose Laureano



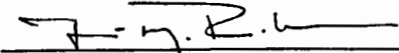
Milagros Castillo



Miriam Cruz Montalvo



Brenda Lopez



Jose Robinson



Carl Milton

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 : _____

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.
- Significantly and Regularly Exceeds Standards.** This rating is reserved for EOF Counselors who have made exceptional contributions advancing the objectives of their departments and the university and who consistently exceed job expectations. It is intended to recognize substantial accomplishments above and beyond the employee's regularly assigned responsibilities.
- 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):

APPENDIX C (continued)

**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 levels if desired to more fully explain your performance expectations.

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

Meets Standards

Significantly and Regularly Exceeds 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**
- Significantly and Regularly Exceeds Standards**
- Unsatisfactory Performance**

Support for Appraisal

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

APPENDIX C (continued)

**RUTGERS UNIVERSITY
EOF COUNSELOR PERFORMANCE APPRAISAL**

Employee Name: _____

SECTION 5: PERFORMANCE IMPROVEMENT OR ENHANCEMENT

To be completed by first level evaluator and employee based on performance ratings from prior year and performance expectations for upcoming year. **Must be completed if overall evaluation is “Unsatisfactory Performance”.**

SECTION 6: SIGNATURES AND COMMENTS

- Overall Appraisal Rating (from Section 2):
- Meets Standards
 - Significantly and Regularly Exceeds Standards
 - Unsatisfactory Performance

First-Level Evaluator _____
Date

Comments:

Second-Level Evaluator _____
Date

Comments :

EOF Counselor _____
Date

NOTES: The EOF Counselor’s signature does not necessarily indicate agreement with this appraisal; an EOF Counselor who is rated overall as Unsatisfactory Performance may request a review of the appraisal as explained in the Agreement, Article 9, Performance Appraisal, Section B, Review Process. For further information or clarification, please call the Office of Labor Relations at (732) 932-7162.

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)

APPENDIX D (continued)

**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

APPENDIX D (continued)

**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 University Director for Student Academic Support and Achievement.

To: _____ Date: _____
University Director for Student Academic
Support and Achievement

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

cc: 1st Level Evaluator
2nd Level Evaluator

(Signature of EOF Counselor)

(Date)

APPENDIX D (continued)

**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: _____

University Director for Student Academic Support and Achievement's Reply to Step 3 (Attach pages as necessary):

(Typed Name of University Director
for Student Academic Support and Achievement)

(Signature)

(Date)

cc: 1st Level Evaluator
2nd Level Evaluator

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
THE OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR UNIVERSITY HUMAN RESOURCES

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JULY 1, 2003

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS:
262

| <u>RANGE</u> | | MINIMUM | MAXIMUM |
|--------------|-----------|-----------|-----------|
| 22 | ANNUAL | 36,525.00 | 54,633.00 |
| | BI-WEEKLY | 1,394.09 | 2,085.23 |
| 23 | ANNUAL | 38,220.00 | 57,222.00 |
| | BI-WEEKLY | 1,458.78 | 2,184.05 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
THE OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR UNIVERSITY HUMAN RESOURCES

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JULY 1, 2004

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS:
261

| <u>GRADE</u> | | MINIMUM | MIDPOINT | MAXIMUM |
|--------------|-----------|-----------|-----------|-----------|
| 04 | ANNUAL | 36,525.00 | 45,656.00 | 54,788.00 |
| | BI-WEEKLY | 1,399.43 | 1,749.28 | 2,099.16 |
| 05 | ANNUAL | 40,150.00 | 50,188.00 | 60,225.00 |
| | BI-WEEKLY | 1,538.32 | 1,922.92 | 2,307.48 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
THE OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR UNIVERSITY HUMAN RESOURCES

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JULY 1, 2005

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS:
261

| <u>GRADE</u> | | MINIMUM | MIDPOINT | MAXIMUM |
|--------------|-----------|-----------|-----------|-----------|
| 04 | ANNUAL | 38,279.00 | 47,849.00 | 57,419.00 |
| | BI-WEEKLY | 1,466.63 | 1,833.30 | 2,199.97 |
| 05 | ANNUAL | 42,078.00 | 52,598.00 | 63,117.00 |
| | BI-WEEKLY | 1,612.19 | 2,015.21 | 2,418.28 |

RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
THE OFFICE OF THE ASSOCIATE VICE PRESIDENT FOR UNIVERSITY HUMAN RESOURCES

COMPENSATION SCHEDULE - ANNUAL SALARIES
EFFECTIVE JULY 1, 2006

SALARY TABLE: EOF COUNSELORS

FISCAL DAYS:
260

| <u>GRADE</u> | | MINIMUM | MIDPOINT | MAXIMUM |
|--------------|-----------|-----------|-----------|-----------|
| 04 | ANNUAL | 41,036.00 | 51,295.00 | 61,554.00 |
| | BI-WEEKLY | 1,578.31 | 1,972.89 | 2,367.47 |
| 05 | ANNUAL | 45,108.00 | 56,385.00 | 67,662.00 |
| | BI-WEEKLY | 1,734.93 | 2,168.66 | 2,602.39 |

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 two (2) years 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[al] Specialist in EOF units, listed below. The sole purpose of the classification review is to determine whether the title of Development[al] 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 |

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