

AGREEMENT

BETWEEN

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 153, AFL-CIO**

AND

SETON HALL UNIVERSITY

JULY 1, 2021 - JUNE 30, 2024

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AGREEMENT entered into this **2nd** day of **July 2021**, between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, hereinafter referred to as the "**Union**," and **SETON HALL UNIVERSITY**, hereinafter referred to as the "**University**."

WHEREAS, the parties to this Agreement intend to provide an increasing spirit of harmony between the University and the Union,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

The University agrees to recognize the Union as the sole collective bargaining representative for all regular full-time and regular part-time staff employees employed by the University at its 400 South Orange Avenue, South Orange, New Jersey location and 1111 Raymond Boulevard, Newark, New Jersey, location, and University departments at 123 Metro Boulevard, Nutley, New Jersey location, such as the School of Health and Medical Sciences and the College of Nursing, but excluding:

- Secretaries to the President (2)
- Secretary to the Chancellor
- Secretary to the Executive Vice President
- Secretaries to the Vice President(s) (3)
- Secretary to the Provost
- Secretary to the Assistant Provost
- Secretary to the University Counsel
- Secretary to the Assistant Provost for Enrollment Management
- Secretary to the Assistant Provost for Academic Services
- Secretary to the Assistant to the Chancellor and Minister of the Priest Community
- Secretary to the Director of Board Affairs
- Secretary to the Associate Vice President for Human Resources
- Personnel Technicians

- Health Services Nurses
- Administration
- Faculty
- Guards
- Seminary Employees
- Maintenance Employees
- Professional Employees
- Security Employees
- Students

and all other supervisors, confidential employees and managerial employees as defined in the National Labor Relations Act.

Any position funded, in whole or part, by an external grant or award, pursuant to which the grantor or other third party retains the right to approve the appointment of the incumbent or their successor, funded by the federal TRIO Program, including Upward Bound.



Notwithstanding anything to the contrary, the federal TRIO Program Upward Bound position will remain in the unit until such time as the incumbent employee in place on July 1, 2021, no longer occupies the position. When the incumbent employee in place on July 1, 2021, no longer occupies the position it will be removed from the unit and thereafter excluded.

Any job classification in the bargaining unit shall remain a bargaining unit position for the life of this agreement. If during the life of this agreement a reorganization brings about a title change the University will notify the Union in writing by the effective date of such changes, but any such title change shall not affect the inclusion or exclusion of such a position from the bargaining unit. It is understood that there shall not be any additions to the exclusions unless there is mutual agreement that any addition must meet all the criteria of the exclusions already listed.

ARTICLE 2 - UNIVERSITY - UNION RELATIONSHIPS

Section 1. The University agrees to supply the Union with the name, address, social security number, date of birth, sex, salary, date of employment and classification of employees covered by this Agreement within thirty (30) days of the date of hire.

Section 2. Therefore, the Union shall be notified in writing of all salary changes, resignations, retirements, disabilities, deaths, dismissals, changes of address and leaves of absence for all bargaining employees within thirty (30) working days as they occur.

Section 3. Upon reasonable notice to the Associate Vice President for Human Resources, a representative of the Union shall have access to the University during working hours for the purpose of investigating or settling disputes, provided that such investigation does not interfere with the normal working operation of the University.

Section 4. The Union shall be permitted to use appropriate facilities upon proper application to the Associate Vice President for Human Resources for meetings of its Seton Hall membership so long as such facilities are available and the Union complies with the rules and regulations relating to such facilities. The use of such facilities shall not interrupt any normal working schedule. The Union shall be liable for any damage or misuse of premises.

Section 5. There shall be not more than one (1) Chief Shop Steward and Assistant Chief Shop Steward not to exceed fifteen (15) Shop Stewards.

Section 6. The Chief Shop Steward and Assistant Chief Shop Steward and Shop Stewards shall be permitted to meet on University time each quarter for a period not to exceed four (4) hours for purposes of discussion of union business.

Section 7. The Chief and Assistant Chief Shop Stewards and Shop Stewards directly involved shall be permitted, when a grievance is filed and so requires, to meet on University time for a period not to exceed a total of two (2) hours for purposes of conducting investigations and discussions of a grievance.

ARTICLE 3 - UNION SECURITY

Section 1. All employees in the bargaining unit on the date of ratification of this Agreement shall as a condition of employment, thirty-one (31) days from such date, maintain their membership in the Union to the extent of paying membership dues.

Section 2. The University further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

ARTICLE 4 - CHECK OFF OF UNION DUES AND INITIATION FEES

Section 1. The University agrees to deduct one-half of the total initiation fees on a bi-weekly basis from the wages of a newly hired employee in accordance with applicable federal and state statutes.

Section 2. The University agrees to deduct one-half of the total monthly union dues on a biweekly basis from the wages of each employee in accordance with applicable federal and state statutes and remit such payments to the Union no later than 30 days following such payments.

Section 3. The Union agrees to file an initiation fee and dues deduction assignment form with the University for each employee prior to such deductions. The University agrees that a Shop Steward will be included in the new hire orientation programs when a new union staff member will be present. The Shop Steward will orient the employee to the Union and will process union related paperwork.

Section 4. The employer shall deduct on a bi-weekly basis from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for O.P.E.I.U. "Voice of the Electorate" (V.O.T.E.) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of O.P.E.I.U., Local 153, AFL-CIO, monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donate such monies.

Section 5. The voluntary authorization to make a bi-weekly deduction for Voice of the Electorate may not be changed or revoked during the bi-weekly period such contributions is being accumulated. An employee wishing to revoke such authorization shall notify the employer in writing prior to the payroll deadline for the bi-weekly period in which the change shall become effective.

Section 6 - The Union hereby agrees to indemnify and hold the University harmless from any expense or liability that shall arise out of or in connection with the University's action in complying with this Article.

ARTICLE 5 - NON-DISCRIMINATION

Section 1. Seton Hall University is committed to programs of equal employment opportunity and affirmative action (EEO/AA). The University has a responsibility to create and maintain a working and learning environment that is free of unlawful discrimination and that assures the fair and equitable treatment of all employees and students. EEO/AA programs are consistent with our Catholic educational mission and enjoy a high priority among our institutional goals and objectives. Seton Hall

administers all University policies and programs in accordance with our Catholic mission and the teachings of the Catholic Church. The University supports and implements all state and federal anti discrimination laws.

Section 2. The University agrees that it will not discriminate against any employee because of their activity as a member of the Union.

ARTICLE 6 - SUB-CONTRACTING AND TECHNOLOGICAL CHANGES

Section 1. In the event of any sub-contracting or technological changes, the University agrees to discuss such actions with the Union before such changes are made.

Section 2. No employee covered by this agreement shall be laid off as a direct result of any sub-contracting or technological changes if the job held by such employee prior to subcontracting and technological changes continues in existence.

Section 3. In the event any new jobs are created as a result of any sub-contracting or technological changes, employees directly affected shall be granted first opportunity to qualify for such new jobs and the University agrees to institute a training program for them.

Section 4. Any jobs not filled in this manner shall be posted for bidding in accordance with Article 11.

ARTICLE 7 - BULLETIN BOARDS

Bulletin Boards, including electronic bulletin boards, will be made available to the Union by the University for the purpose of posting Union notices.

ARTICLE 8 - GRIEVANCE PROCEDURE

PURPOSE: The purpose of the grievance procedure is to secure promptly, at the lowest level possible, an equitable solution of the problem.

Section 1. A grievance is defined as any dispute involving the meaning, interpretation or application of any provision of this Agreement.

Section 2. A grievance must be introduced into this procedure within thirty (30) calendar days of its occurrence, or such grievance will be deemed waived. The procedure shall be as set forth in this Article unless any Step is waived by mutual consent.

STEP 1: IMMEDIATE SUPERVISOR

The employee and the shop steward, or the employee individually but in the presence of the shop steward, shall take up the grievance with the immediate supervisor, who shall respond to the grievance, in writing, within ten (10) calendar days of such discussion. In the event the grievance is not satisfactorily settled, it shall move to Step 2 within ten (10) calendar days of the issuance of the Step 1 response by the University. If there is no timely response to Step 1, the grievance shall be deemed denied and the Union, if it elects to pursue Step 2 of this grievance procedure, shall notify the

University, within ten (10) calendar days of the last date that a Step 1 response would have been timely.

STEP 2: DEAN/DEPARTMENT/AREA HEAD

The chief shop steward will discuss the grievance with the appropriate Area Head who shall respond to the grievance, in writing, within ten (10) calendar days of such discussion. In the event the grievance is not satisfactorily settled, it shall move to Step 3 within ten (10) calendar days of the issuance of the Step 2 response by the University. If there is no timely response to Step 2, the grievance shall be deemed denied and the Union if it elects to pursue Step 3 of this grievance procedure shall notify the University within ten (10) calendar days of the last date that a Step 2 response would have been timely.

STEP 3: ASSOCIATE VICE PRESIDENT FOR HUMAN RESOURCES AND/OR DESIGNEE

The Union representative and the Associate Vice President for Human Resources and/or designee shall meet to discuss the grievance within fifteen (15) calendar days after completion of Step 2, including the absence of a timely response. The University will respond in writing to the grievance within fifteen (15) calendar days of such discussion.

Section 3. Grievances involving suspensions or discharges shall be initiated in Step 3 of Section 2 above.

Section 4. If the parties fail to resolve an issue through the above procedure, either party may apply to the American Arbitration Association for the appointment of an arbitrator within forty-five (45) calendar days of the completion of Step 3. The appointment of an arbitrator and the arbitration itself shall be conducted by and in accordance with the rules of the American Arbitration Association. It is understood that such arbitrator shall have no authority to add to, subtract from, or modify the expressed provisions of this Agreement.

Section 5. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

Section 6. The parties agree to apply to the State Board of Mediation for the appointment of a mediator who will assist the parties in attempting to resolve the grievance.

Such application shall be made and such mediation shall be conducted during the period between the filing with the American Arbitration Association and the arbitration itself.

Section 7. The University agrees to make arrangements with the supervisor involved to excuse the appropriate shop steward from University duties so that they may properly perform their Union functions on University time in administering the grievance machinery and arbitration procedures as contained in this Agreement.

Section 8. The Union has the right to become the grievant at any step of the procedure.

Section 9. Both parties to a grievance shall be furnished with any necessary information, documents or records relevant to the grievance.

Section 10. Employees shall have the right to a union representative present during the discussion of any disciplinary action with the representatives of the Employer unless such employees decline union representation.

ARTICLE 9 - WORK SCHEDULE

Section 1.

a. The basic workday is seven (7) hours, and the basic workweek is five (5) consecutive workdays in a seven-day calendar period with the exception that employees occupying the position of:

Warehouse Coordinator and the Secretary to the Physical Plant and Maintenance Department shall work a basic workday of eight (8) hours.

b. The normal workday shall be as follows:

1. Begin at 8:45 A.M. and end at 4:45 P.M. at the South Orange Campus.
2. Begin at 9:00 A.M. and end at 5:00 P.M. at the Law Center in Newark.

Each location working the normal day shall have one unpaid hour off for lunch.

c. Definition of full-time and part-time employees. A full-time employee is defined as one who works thirty-five (35) hours per week, fifty-two (52) weeks per year, or ten (10) months. A part-time employee is defined as one who works less than thirty-five hours per week fifty-two (52) weeks per year, or a minimum of forty-four (44) weeks per year.

With appropriate notification to the Union and by mutual agreement, the normal work day at both locations may be determined by each appropriate administrative unit that will include one (1) unpaid hour of free time during each eight (8) hour period.

Section 2. With advance approval from the immediate supervisor, all hours worked in excess of the basic workday (or in excess of the basic work week) shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate. Overtime within a department shall be offered by seniority to the employee(s) qualified to do the work. Thereafter, it will be offered to employees outside the department by seniority provided they are qualified to do the work.

Section 3. With advance approval from the immediate supervisor, all hours worked on the seventh day (Sunday or equivalent day) of a scheduled-work week, will receive double the regular hourly rate.

Section 4. A full-time employee is entitled to two (2) rest periods of from ten (10) to fifteen (15)

minutes duration in each days work schedule. Part-time employees are entitled to a rest period during each work schedule of three and one-half (3 1/2) hours. Employees may not use rest periods for the purpose of reducing workday hours assigned (or extending lunch breaks).

Section 5.- The University agrees to provide the Union with thirty (30) calendar days notice of any intended change in the normal workday or normal workweek as described above and to meet and discuss the matter with the Union prior to the implementation of such change. Moreover, the University agrees that the normal workday of any bargaining unit position presently existing or to be established shall not commence prior to 8:00 A.M. or conclude subsequent to 8:00 P.M., without the agreement of the Union.

The University agrees that it will not implement a change of hours or workweek for the purpose of circumventing the overtime provisions of this Agreement or for the purpose of reducing the work force. Furthermore, the University shall not change the hours or workday of the incumbent in any position who was a member of the bargaining unit on October 1, 1981. This limitation shall not apply to a member of the bargaining unit who was not an incumbent in the position on October 1, 1981, but who shall be hired or apply for such position subsequent to October 1, 1981.

The University will notify the Union in writing of the hours of work at the 123 Metro Boulevard, Nutley, New Jersey, location as soon as practicable.

Section 6 - Summer hours will be observed subject to operational needs from the end of May through the third week of August.

Section 7- Essential Library employees are University employees who are required to report to work at the Library because their jobs are necessary to keep the University Library open and running when emergency conditions exist. Details of the conditions relating to essential employees is contained in Schedule "E" of this agreement.

ARTICLE 10 - SENIORITY

Section 1. Newly hired employees shall be considered on a trial basis for a period of one hundred twenty (120) calendar days from the date of hiring.

Section 2. During the term of one hundred twenty (120) calendar days probationary period, such employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. Such employees may be terminated any time during this period of one hundred twenty (120) calendar days without any recourse whatsoever. After the completion of the one hundred twenty (120) calendar day's trial period, seniority shall be effective as of the original date of employment in addition a performance evaluation shall be made at the conclusion of the second, third and fourth month of continuous employment in the position.

A temporary employee is defined as an employee who is hired to work as an interim replacement or for a short-term work schedule, or as defined in Section 3 below. The University may hire temporary employees for a period not to exceed sixty (60) calendar days in any department. After sixty (60) calendar days such temporary employees shall either be severed from the employ of the University or shall become permanent employees. Temporary employees shall not be used to avoid the filling of a permanent position.

Section 3. Notwithstanding anything to the contrary in section 2 above, the University may hire temporary employees, as defined in section 2, for an indefinite period of time under the following circumstances:

- a. As a temporary replacement during prolonged illnesses.
- b. As a temporary replacement during leaves of absences.
- c. To work on a special project in which event the University shall confer with the Union to review the special project to determine the period of time for which temporary employees may be hired.

Temporary employees who are subsequently hired as permanent employees (for the same position), will receive seniority credit for not more than the last three (3) months of active employment at the University immediately preceding the date of permanent hire. Such three (3) months, shall count as the probationary period referred to in Article 10, Section 1 and Section 2.

The date used for computing seniority will be used as the date of hire for the purpose of allocating fringe benefits, subject to applicable federal and state laws.

Section 4. Seniority shall mean length of continuous service within the University in positions covered by the bargaining unit and shall be accumulated on a University-wide basis.

Employees will accrue seniority during medical leaves of absence. Part-time employees shall earn one (1) year of seniority for each 1,820 pay hours received.

Section 5. An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Failure to return to work within five (5) working days after being recalled by certified or registered mail, return receipt requested, unless due to a documented illness or accident.
- d. Layoff for a continuous period of more than two (2) years.
- e. Failure to return from an approved leave of absence.

Section 6. The Chief Shop Steward Assistant Chief Shop Steward and ten (10) Stewards will have super-seniority status for the purposes of reduction in force and lay-offs only. Upon relinquishment of the elected office, the employee shall revert to normal seniority status. The Union will provide the University with a list of Stewards on an annual basis.

ARTICLE 11 - PROMOTIONS/TRANSFERS/VACANCIES

Section 1. Promotion is hereby defined as a move from a lower grade to a higher grade. It is the intention of the University to fill all job vacancies from within the University, providing employees are available with the necessary qualifications to fill the vacant position.

Section 2. Notice of all job vacancies within the bargaining unit shall be posted on the electronic bulletin board of the University by Human Resources. This notice will remain on the bulletin board for five (5) working days and will include job title, labor grade and brief description of the job duties including qualifications and necessary skills. For informational purposes only, the University will continue to post vacancies outside the bargaining unit.

Section 3. Employees applying for a promotion shall be tested for the minimum technical skills required for the position as defined by the contract. Such tests shall be conducted in a private room whenever possible. The Shop Stewards shall be given complete input on testing procedures. The University will provide input to the shop stewards in reevaluation of the reclassification job description factors/criteria. A bargaining unit employee, who applies and meets the minimum qualifications and technical skills of any bargaining unit position, shall be considered prior to external applicants. Minimal technical skills required for positions shall be as follows:

<u>Position</u>	<u>Word-processing</u> <u>W.P.M.</u>	<u>Steno</u> <u>W.P.M.</u>
Clerks	40	-----
Secretary to Deans/Chairpersons	50	60
Exempt Secretarial Positions	60	80
Data Entry Operators	10,000 characters per hour for beginners	

(Typing may be substituted for those positions that do not by exception, use word processing, as required by the supervisor).

Section 4.

- a. In recognition of technological advancements and the availability of computer training and education offered by the University, it is the responsibility of an employee to maintain and develop skills that reflect the current standards of practice in the secretarial/clerical profession. Further, those employees who have completed the necessary or preferred skills for a position will be given preferential consideration in transfer and promotion opportunities.
- b. An employee who is promoted to a higher grade shall receive a 10% increase for each labor grade promoted or the current minimum of the new grade whichever is greater. An employee shall not use seniority to apply for and/or transfer to a lower grade position.

An employee moving, promotional or otherwise shall serve a probation period of sixty (60) calendar days before becoming permanent in that position. The employee may request to go back to their previous position within 60 days or the supervisor may determine that the employee does not meet the requirements for the position and the employee will return to their former position. The employee shall remain in the new position for 60 days unless the employee and the supervisor mutually agree that the employee may

transfer to the former position sooner than 60 days, in addition a performance evaluation shall be made at the conclusion of the probationary period.

Section 5. Promotions and/or transfers within the bargaining unit shall be made on the basis of the best-qualified candidate. Where the qualifications are equal, seniority shall prevail.

Section 6. Employees (including newly hired), promoted and/or transferred, may not apply for a new position within the University, for a period of at least six (6) months from the effective date of promotion and/or transfer.

Section 7. The Chief Shop Steward shall be notified of all applicants from the bargaining unit who have applied for promotion and the final selection.

Section 8. If an employee is assigned the duties and responsibilities of a position with a higher classification during the absence of the employee in the higher level position, such employee will be paid the appropriate rate of the higher classified position in accordance with the following:

- a. If an employee is assigned to a position that became vacant because of termination, and such employee is performing the full scope of the duties and responsibilities of the position, the appropriate rate for the higher classified position will be paid commencing on the first day of assignment.
- b. If an employee is assigned to a position because of an employee's absence due to annual leave, sick leave, and/or disability, such employee will be paid the appropriate rate for the higher classified position commencing on the eleventh (11) day of service.

Section 9. The University agrees to provide all employees with a current copy of their job description at the time of their hire, transfer and promotion.

Section 10. When there is a material change in a job, the job may be submitted for reevaluation to the joint labor /management reclassification committee. If there is agreement as to the labor grade for the job, the employee(s) will be paid at the start of the pay period closest to the date the completed form was received in Human Resources for reclassification. When an employee is promoted to a higher labor grade as a result of reclassification or job bidding, the employee shall receive a 5% increase for each labor grade promoted or the current minimum of the new grade plus 2%, whichever is greater.

ARTICLE 12 - HOLIDAYS/HOLY DAYS

Section 1. (a) Employees at all campuses, shall receive the following Holidays/Holy Days with pay as noted. All Campuses will observe a replacement holiday in lieu of President's Day. The University shall notify the Union and bargaining unit employees of the day that is designated, each year, when the annual holiday schedule is announced. Every effort will be made on behalf of the University to accommodate bargaining unit employees requesting President's Day off:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Thanksgiving Day
Holy Thursday	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Juneteenth Day	New Year's Eve

(b) All employees shall be off with pay on Presidential Election Day.

(c) All employees shall be provided with three (3) floating holidays. Such floating holidays may be taken at the employee's discretion with reasonable advance notice and prior approval from their immediate supervisor.

(d) All floating holidays must be used each fiscal year and may not be carried over to the next fiscal year.

(e) Employees will not receive compensation in lieu of a floating holiday and will not be compensated for unused floating holidays upon termination.

(f) The University will notify the Union in writing of the Holiday/Holy days at the 123 Metro Boulevard, Nutley, New Jersey, location as soon as practicable.

Section 2. All work performed on a scheduled Holiday/Holy Day shall be compensated at one and one-half (1 1/2) times the regular rate of pay, in addition to the regular rate of pay. Any such work must be approved in advance by the immediate supervisor.

Section 3. When a Holiday/Holy Day falls during an employee's vacation time, the employee may exercise the option of extending their vacation by these Holiday(s) providing approval has been granted prior to the vacation by the immediate supervisor.

ARTICLE 13 - VACATION WITH PAY

Section 1. All employees shall earn vacation with pay as follows:

- a. Employees with less than five (5) years of service, one (1) day of vacation for each full calendar month of service, not to exceed twelve (12) days per year.
- b. Employees with five (5) years but less than ten (10) years of service, one and one quarter (1 1/4) days vacation leave for each full calendar month of service, not to

exceed fifteen (15) days per year.

- c. Employees with ten (10) years but less than fifteen (15) years of service, one and one half (1 1/2) days vacation leave for each full calendar month of service, not to exceed eighteen (18) days per year.
- d. Employees with fifteen (15) years but less than twenty (20) years of service, one and three-quarters (1 3/4) days of vacation for each full calendar month of service not to exceed 21 days per year.
- e. Employees with twenty (20) years or more of service, two (2) days of vacation for each full calendar month of service not to exceed 24 days per year.
- f. Employees with twenty-five (25) years or more of service, two and one-quarter (2 1/4) days of vacation for each full calendar month of service not to exceed 27 days per year.

Section 2. Vacation may accumulate up to two (2) years allotment.

Section 3. All unused vacation days will be paid upon termination of employment.

Section 4. Providing medical certification is submitted to the Department of Human Resources, employees may charge sick days for illness that occurred during a vacation period.

Section 5. Employees must provide advance notice and obtain approval by the immediate supervisor prior to taking vacation.

Section 6. Employees who take time off without advance notice and/or prior approval will be docked for the time taken. At the discretion of the immediate supervisor such time may be charged to vacation.

Section 7. It shall be deemed that employment commencing during the first week of the month is equal to one (1) full month in computing vacation days.

ARTICLE 14 - SICK LEAVE WITH PAY

Section 1. Employees shall earn one (1) day per month for each full calendar month of service, not to exceed twelve (12) days per year.

Section 2. Employees may accumulate sick leave not to exceed eighty (80) days. Banked sick time may be used to make up the difference between disability payments and regular pay.

Section 3. Holidays/Holy Days occurring during a paid sick leave shall be paid as a Holiday/Holy Day and not as a sick day.

Section 4. If an absence has not been scheduled in advance the employee must notify their department no later than the end of the first hour of the employee's start time. If an employee does not report their absence for two (2) days such employee shall be considered terminated unless the employee is prevented from doing so by reason of extreme emergency. The University retains the right to request and receive a physician's statement for any absence due to illness in excess of three (3) days or more. In cases where the University has reasonable suspicion of abuse, if requested, an employee must produce a doctor's note within forty-eight (48) hours of the request.

Section 5. Upon retirement, payment shall be made for accumulated sick days not to exceed thirty (30) days for full-time employees and part-time employees shall be on a prorated basis.

Section 6. It shall be deemed that employment commencing during the first week of the month is equal to one (1) full month in computing sick leave with pay.

ARTICLE 15 - LEAVES OF ABSENCE

Section 1. Employees shall be granted extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave as defined in Article 14 due to periods of lengthy illness or disability so certified by a medical doctor. All extended medical leaves (lengthy illness or lengthy disability) shall be certified by a medical doctor within one (1) month prior to such extension of leave. Employees on leave for one (1) year or less shall return to the former position held without loss of pay. Employees on leave for more than one (1) year shall return to an equivalent position on the same campus they were employed.

In the event such position is not available, the employee will be placed on a preferred eligibility list. When a comparable position becomes available it will be first offered to the employee and if refused then the employee will be removed from the preferred eligibility list. Such employee shall receive any increases(s) or decrease(s) in effect during such period of time. Seniority will be retained, but not accumulate during leave periods. Seniority shall continue to accrue during medical leaves of absence. The provisions of this contract regarding leaves of absence are subject to compliance with the Federal and New Jersey Family Leave laws, where applicable.

Section 2. In the case of death of an employee's spouse, parent(s), child, parent(s)-in-law, brother, sister, grandchild, or any relative residing in the same household the employee shall be granted a leave of absence of three (3) days with pay. Under extenuating circumstances such leaves may be extended for an additional two (2) days with pay.

Section 3. In the case of death of an employee's grandparents, aunt, uncle, niece, nephew, brother-in-law or sister-in-law, the employee shall be granted a leave of absence of two (2) days with pay.

Section 4. The leaves of absence as defined in Sections 2 and 3 of this Article shall not be charged against sick leave.

Section 5. Upon a request in writing submitted at least sixty (60) days in advance, the University

may grant a leave of absence without pay to any staff employee during the period June 15 through August 15 of any academic year. The granting of such request shall be at the sole discretion of the University and with the concurrence of the Union. During such period of leave, seniority shall continue to accrue but the employee shall be entitled only to those additional fringe benefits provided by this Agreement. Leave provided by this section shall terminate automatically upon application by the staff member for unemployment benefits.

For the purpose of this section the fringe benefits referred to do not include holidays, which fall within the leave period, nor are vacation credit accrued during such leave.

Section 6. The University agrees to abide by the provisions of the Uniform Services Employment and Reemployment Rights Act (USERRA) and its judicial interpretations with respect to leaves of absence due to military service. The University agrees to pay full wages to any employee who is a member of the Reserve Forces of the United States or of the National Guard for the usually prescribed training period not to exceed fifteen (15) calendar days. A copy of military orders must be provided to the Department of Human Resources prior to the start of the leave.

Section 7. The University agrees to pay full wages to any employee obliged to serve on a jury. Before such leave commences a copy of the Jury notice or subpoena must be provided to the University through the Department of Human Resources. Any employee subpoenaed as a witness shall be paid only for the time required to give testimony.

Section 8. The University agrees to grant a leave of absence up to six (6) months to no more than three (3) employees at a time (no more than one (1) from any department) for Union Business.

Employees granted such leave will retain and accumulate seniority during such leave period. In the event of a demonstrated emergency, the University may withhold the granting of such leave.

The University agrees to pay up to two days annually for Shop Stewards to attend Union education training programs. Leave will be granted based on the same criteria as all other paid leave requests. The Union will provide advance notice of the dates of the conference. Every effort shall be made to grant the requests for time off.

Section 9. The University will grant seven additional paid hours of leave per year for the purpose of performing volunteer work in accordance with University policy and meets the requirements of the University's approved list – See Schedule "A" (attached).

Section 10. The University may grant other unpaid leaves of absence to employees with specified written conditions at its full discretion.

ARTICLE 16 - INSURANCE PROTECTION

Section 1.; The University shall offer all Local 153 bargaining unit employees with healthcare coverage through the University's sponsored healthcare plan.

Section 2: The University shall provide group medical, hospitalization, dental, vision, prescription, life, accidental death and dismemberment insurance and long and short term disability coverage that are the same as the coverage offered to administrative and exempt staff employees. It is understood that modifications to the plans and/or changes in carriers may result in coverage not being identical, but similar or better to that currently provided.

Section 3: The University shall provide life and accidental death and dismemberment insurance equal to the employee's annual base salary. The employee shall have the option to purchase additional insurance equal to their annual base salary at their own expense in accordance with the terms and conditions established by the insurance carrier(s).

Section 4: The University agrees to provide Local 153 members in the bargaining unit any of the following benefits if such benefits are provided to all other employees of the University:

Medical benefits including Major Medical to retirees. In such event, the University and the Union shall discuss options as to how such coverage shall be provided.

Section 5: Effective January 2018, bargaining unit employees, during the term of this agreement, shall pay the 2016-2017 monthly employee contribution percentage of the healthcare premiums for the POS and Open Access Plus Plans, based on the plan and classification of coverage (single, family etc.) they have selected.

ARTICLE 17 - PENSION PROGRAM

Section 1. The University shall provide pension benefits under the TIAA Pension Plan, pursuant to the rules and regulations of said plan.

Section 2. Participation in the University Retirement Annuity pension plan is mandatory effective July 1, 2006.

Employees shall contribute four percent (4%) of their annual base salary, and the University shall contribute eight percent (8%) of the employee's annual base salary.

Section 3. The normal retirement date will be the first of the month following the employee's 65th birthday.

Section 4. Contributions to the pension plan shall continue beyond age 65, pursuant to the rules and regulations of said plan.

Section 5. During periods of short-term disability, the University will continue its contribution to the TIAA Pension plan, for TIAA participants providing the employee makes the 4% contribution. The University shall provide the Annuity Waiver benefit under TIAA pension program, pursuant to the rules and regulations of said plan. The Annuity Waiver benefit is specific to periods of long term disability.

ARTICLE 18 - TUITION REMISSION

Section 1. Effective with the Spring 2008 semester, in accordance with University policy (see Schedule "B" attached), employees participating in the tuition remission program are permitted to use up to five (5) hours of meal time each week to attend classes with the approval of the employee's respective supervisor. Flex hours and changes to the work schedule to accommodate classes are not permitted.

- a. Tuition Remission shall be applicable only to a maximum of one hundred thirty (130) credit hours towards an undergraduate degree. In addition eligible dependent children of employees who are enrolled in a dual-degree program can substitute a maximum of six (6) graduate credits toward their undergraduate degree.
- b. In the event of a failure or withdrawal from any course(s), full tuition for such course(s) shall be paid to the University. In the event such a course(s) is not paid for the employee shall not be eligible for Tuition Remission.
- c. To be considered for Tuition Remission for dependents, eligible persons must file the Free Application for Students Aid (FAFSA). However, with the consent of Enrollment Services an employee may complete the Financial Aid Questionnaire to determine eligibility.

Section 2. Permanent part-time employees shall receive tuition remission in accordance with section 1 above when the length of employment on a part-time basis is equivalent to the requirements for eligibility of full-time employees.

Section 3.

- a. It is generally agreed and understood that employees covered under this contract shall not take courses during a regularly scheduled workday. This includes the normal and customary work period.
- b. Exceptions to Section 3a concerning the taking of courses during lunch hour shall only be considered and approved for either of the following reasons:
 - (1) If the course is not offered at any other time.
 - (2) If the course is job-related.

Section 4. A letter of permission shall be required from the Division Head of the area in order to take more than six (6) credits per academic session. This permission shall be granted only for sufficient reasons and only when it is determined that neither job performance nor academic quality will be adversely affected by the additional course work.

ARTICLE 19 - LAYOFFS AND RECALL

Section 1. Before a reduction of the staff is necessary the University shall meet with the Union representative.

Section 2. The employee with the least amount of seniority in any classification will be the first laid off from that job but they may replace an employee in the same or lower grade with the least seniority in any classification providing they have the qualifications to satisfactorily perform the job and has greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure may themselves move back and replace employees having the least seniority in any classifications in the same or lower grade providing such employee has the necessary qualifications and seniority. Employees who have suffered one-bump shall be given credit for full University-wide seniority in the lower classification for purposes of any future downward moves.

Section 3. An employee working under a grant who is transferred to a non-grant position in a lower labor grade as a result of the procedure in Section 2 above, shall be placed at the pay step of the new labor grade corresponding to the step they received in the higher labor grade they previously held.

Section 4. Notice of a layoff shall be given two weeks before the scheduled layoff except in cases of emergency where the length of time shall be reduced to one week. In lieu of notice of layoff, two weeks pay may be given to the employee.

Section 5. The University shall provide severance according to the *Severance Policy for Separated Administrative and Staff Employees* dated January 1997 to any employee laid off as a result of a reduction in staff.

Section 6. Any employee laid off shall be placed on the recall list for a period of two (2) years.

Section 7. The University, upon rehiring, shall do so in the inverse order of seniority. The University shall rehire the last employee laid off providing, however, that such employee has the qualifications for the position for which the University is rehiring. Under no circumstances shall the University hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed. The last employee laid off from a job will be the first called to a job. Any qualified employee who fails to honor the recall within five (5) working days from the receipt of a certified mailed notification shall be dropped from the recall list.

Section 8. An employee recalled and reinstated to the former position held shall receive their former rate of pay, in addition to any wage increases which were applied to their classification during the period they were on the recall list.

Section 9. Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last mailing address furnished by such laid off employee.

Section 10. In the event that an employee is forced to assume a lower grade position involuntarily and by the action of the University, then such employee shall retain the salary of the previous higher grade. In the event that an employee assumes a lower grade position voluntarily and by the action of the employee,

then such employee's salary shall be reduced to the salary at the corresponding step within that grade.

Section 11. For the purpose of this article, full-time employees may bump full-time and/or part-time employees based on seniority. Part-time employees can only bump part-time employees and such employees may not use seniority to bump full-time employees.

ARTICLE 20 - DISCHARGE

Section 1. It is hereby agreed that the University has the right to discharge for sufficient and reasonable cause. The University agrees to advise the Union of such discharge prior to such action.

ARTICLE 21 - WAGES

Section 1. The Union agrees that, effective July 1, 2021, all bargaining unit members shall receive a guaranteed across-the-board wage increase of one point seven-five (1.75%) percent to their base wage in the first contract year.

In the event the University grants an across-the-board wage increase greater than 1.75% referred to in Section 1 above to the faculty, administrators and exempt staff, then the employees in the bargaining unit shall receive such higher amount.

The restoration of reduced salary for faculty, administrators and exempt staff, for any reason, including COVID, shall not constitute an across-the-board wage increase for purposes of this section.

Section 2. In the event the University grants an across-the-board wage increase in 2022 and 2023 to the faculty, administrators and exempt staff, then the employees in the bargaining unit shall receive such amounts effective in the same manner as the faculty, administrators and exempt staff.

Section 3. All increases shall be added to the minimum and top rates as per the attached Schedule "C".

Section 4. Effective July 1, 2013 and each July 1st thereafter during the life of this Agreement, all bargaining unit members covered by this agreement shall receive a length of service increment in the following manner:

Bargaining unit members with one (1) year of service but less than five (5) years of service will receive a lump sum length of service increment of \$250.00;

Bargaining unit members with five (5) years of service but less than ten (10) years of service will receive a lump sum length of service increment of \$500.00;

Bargaining unit members with ten (10) or more years of service will receive a lump sum length of service increment of \$750.00;

ARTICLE 22 - MISCELLANEOUS

Section 1. A five hundred dollar (\$500.00) cash award will be given to any employee who maintains "perfect attendance" during any July 1 to June 30 period. A two hundred and fifty dollar (\$250.00) cash award will be given to any part-time employee who maintains "perfect attendance" during any July 1 to June 30 period.

Section 2. On a day when the University offices are closed because of weather and other emergencies, an employee who does not report to work will not be charged for the absence. When classes are cancelled, the University is considered closed subject to University policy.

For the purposes of this section all University offices will be deemed closed upon specific communication to the employee by their supervisor and/or designee.

Emergencies - Employees who do not report to work when the University is open shall be charged for vacation or docked in pay.

Section 3. All authorized travel on University business shall be reimbursed for mileage and all actual expenses incurred as provided by the *University Travel Policy*.

Section 4. In the event that temperatures in the employee's work area reach ninety degrees (90) during the summer months or sixty degrees (60) during the winter months, such employees affected shall be relocated to another area. With specific authorization from the University the affected employees may be released to go home with pay if they cannot be relocated.

Employees leaving the work place without authorization shall be subject to disciplinary action including discharge.

Section 5. Social Security Employees shall receive wage increases provided by Article 21 of this Agreement and the following fringe benefits: Life Insurance/Accidental Death and Dismemberment, pro-rated vacation, sick and holiday time; tuition remission; longevity, temporary disability, unemployment insurance, worker's compensation and health benefits coordinated with Medicare.

Section 6. The Union and University have established a labor Management Committee. The Labor Management Committee shall meet to discuss matters that arise throughout the University.

Section 7. Any Local 153 member who is given a cell phone from the University shall be personally responsible for any tax consequences.

Section 8. The University agrees to add two (2) members of Local 153 to become members of the University Health and Safety Committee.

Section 9. The University agrees to subsidize parking costs for Law School employees at the rate indicated in the proposal received from the Union. (See Schedule "D" attached). Rates are effective July 1, 2008.

Section 10. Any employee who has been issued a third step disciplinary action, absent further disciplinary action, will have the record expunged after one and a half (1-1/2) years of inactivity from the date of the third step action; a second step warning, absent further disciplinary action, will have the record expunged after one (1) year of inactivity from the date of the second step warning and: a first step warning, absent further disciplinary action, will have the record expunged after six (6) months of inactivity from the date of the first step warning.

However, in the event a first step warning is issued within six months after the record is expunged for the first warning, the record for the second warning will be expunged, absent further disciplinary action, after one (1) year from the date of the first step warning. The length of time will be recorded as part of the warning notice.

Section 11. Unit members assigned to work at the I.H.S. Campus will receive a "Parking Adjustment" payment for the difference between the parking fee at the I.H.S. campus versus the parking fee at the Main Campus. The Parking Adjustment payment will be paid in one lump sum on the first regular pay date each year during the month of July. The gross payment (which will include a 25% tax offset), net applicable taxes, will be paid in the amount of the difference between the parking fee at the I.H.S. campus versus the Main Campus. Unit members who begin working at the I.H.S. campus after July 1st each year will receive a prorated payment of the Parking Adjustment on a regular pay date within 60 days of commencing work at the I.H.S. campus.

ARTICLE 23 - UNIVERSITY RIGHTS

It is understood and agreed that the Employer, at its sound discretion, possesses the right, in accordance with applicable laws, to manage all operations and facilities, including the management and direction of the working force and the right to plan, and direct and control the operation of all equipment and other property of the Employer except as modified by this or other agreement, except to the extent such right is clearly and expressly abridged by this Agreement. Matters of inherent managerial policy are reserved exclusively to the Employer. These include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of production and service, its overall budget, the organizational structure and selection, direction and evaluation of personnel.

ARTICLE 24 - PAST PRACTICE

Section 1. It is the intention of the parties that this Agreement shall embody their total understanding. However, all previous benefits which were clearly established in writing and uniformly enjoyed by the bargaining unit as a whole, shall continue during the term of this Agreement unless modified or abridged herein; provided, however, that the terms of this Agreement shall prevail when in conflict with past practice, and provided that this Section shall not be construed to permit the duplication or pyramiding of benefits or wages.

ARTICLE 25 - NO STRIKE - LOCKOUT

Section 1. It is specifically agreed by the Union that there shall be no strike, slowdown, picketing, willful absence from work, boycotts, participation in any demonstration affecting the Employer, property or personnel or academic standing or any other interference with the operations of the Employer. The Employer agrees that it will not lockout any employee covered under the terms of this Agreement.

Section 2. If an employee, or group of employees, violates the provisions of this Article, the Union, through its officers, shall promptly notify such employee, or employees, and the Employer in writing, of its disapproval of such interference with the operations of the Employer and shall take steps including, but not limited to, appearances at the site of such interferences to effect a prompt discontinuance thereof.

ARTICLE 26 - SEPARABILITY

Section 1. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 27 - PART-TIME EMPLOYEES

Section 1. All regular part-time employees covered by this Agreement may participate in the TIAA Pension Plan upon meeting the plan participation requirements.

Section 2. All regular part-time staff employees covered by this Agreement working less than twenty-five (25) hours per week shall receive Holidays/Holy Days, Annual Leave and Sick Leave (including the benefits of Article 14, Section 7) on a pro-rata basis.

THIS SPACE HAS BEEN LEFT BLANK INTENTIONALLY


ARTICLE II - TERMINATION AND RENEWAL

This contract shall be in full force and effect from July 1, 2021 through June 30, 2024.

STON HALL UNIVERSITY



Michael Edwards
Assistant Vice President, Human Resources



Della McTeague
Manager, Employee & Labor Relations


Lisa Demarest
Director of Benefits, Comp. & Employment



Lisa Marshall
Assistant Vice President & Administration



Kelly Gorman
Director of HRIS


Krista Gonzalez
Assistant Vice President,
Director of the President's Administration



Jean Felt
Director TLTC & Associate CFO


**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153**


John Edwards
Assistant Business Manager


Brenda Knight
Brenda Knight, Chief Shop Steward

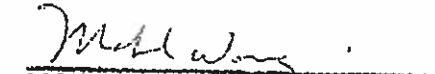

Ruthe McClain
Ruthe McClain, Asst. Chief Shop Steward



Francis Folschman, Negotiating Committee



Jackie Harper, Negotiating Committee


Melinda D. Lampley-Merritt,
Negotiating Committee


Sheresa Mitchell, Negotiating Committee


Mabel Wong, Negotiating Committee


Garland Foster, Negotiating Committee


Lashia Foster-Vaughn,
Negotiating Committee

SCHEDULE "A"

Department of Human Resources Policy

Volunteer Leave - Volunteerism

Effective: January 2, 2008

Policy Applies to: All Administrators and Staff

PURPOSE

The purpose is to prescribe the policy and procedures by which an employee can participate in volunteer leave; in order to give back to the community by volunteering at agencies that are licensed or accredited to serve citizens with special needs including children, youth, and the elderly.

SCOPE

This policy applies to all full-time Seton Hall University administrators and bargaining and non-bargaining unit staff with a minimum of one year of continuous employment with the University.

POLICY

Volunteerism is the willingness of people to work on behalf of others without the expectation of pay or other tangible gain. As a key part of our Catholic mission, Seton Hall University is committed to giving back to surrounding community agencies, through our employees.

PROCEDURES

1. The University will grant seven (7) hours for the purpose of participating in volunteer activities. The leave cannot be taken incrementally.
2. Employees must apply in advance for volunteer leave.
3. The leave must be approved by the supervisor. Supervisors have the discretion to deny approval depending on the business needs of the department.
4. Employees must provide written evidence of the leave in order to receive the appropriate leave credit. Failure to provide the appropriate evidence document will result in the leave being credited as "vacation." The written evidence document should be on the official letterhead of the organization, dated and signed by the person in authority overseeing/supervising the volunteer activity. (See Exhibit I attached).

5. Supervisors who approve requests for leave will maintain a record for each employee under their supervision and forward a copy of the evidence document along with the timesheet to Payroll for the respective pay period in which the leave is to be credited
6. Employees will reflect the appropriate leave code on their timesheet (VLTR)
7. Leave that is not taken will be forfeited at the conclusion of each fiscal year and will not be carried over into the next fiscal year.
8. Employees will not be paid for the unused leave upon separation from employment.

This policy became effective January 2, 2008.

Responsibility for the interpretation and administration of this policy resides solely with the Department of Human Resources. The University reserves the right to amend this policy at any time.

Sample - Exhibit 1

Letterhead of the non-profit organization

Your name

Date

Brief description of type of work you performed - serving meals, painting, assembling food baskets for the poor, repairs, construction, reading to the blind, etc.

Name and signature of person supervising the event (i.e. Director of agency, Coordinator of volunteer programs, etc.).

SCHEDULE “B”

Department of Human Resources Policy

Addendum to Tuition Remission Policy dated September 1, 2000

Effective: December 10, 2015

Policy Applies to: All Administrators and Staff

Purpose

Seton Hall University provides a tuition remission benefit for study at Seton Hall University. The following is a description of the program and includes information on eligibility, requirements for participation, exclusions and related topics.

Responsibility for the interpretation and administration of the tuition remission policy resides with the Department of Human Resources and the decision of that office is final. The University reserves the right to amend the policy at any time.

Scope

This policy is a University policy and applies to all benefit eligible faculty, and all full-time and part-time staff and administrators who meet eligibility requirements.

Policy

I. ELIGIBILITY

1. All regular full-time and part-time employees, including members of the faculty, Priests and Religious Brothers and Sisters, administrators and staff, are eligible for tuition remission benefits. Eligibility for employees begins with the semester or session following three (3) months of continuous full-time employment or five hundred (500) hours of continuous part-time employment. Eligibility for spouses and dependents of employees begins with the semester or session following the employee's completion of six (6) months of continuous full-time employment or one thousand (1,000) hours of continuous part-time employment. All part-time employees hired after January 1, 2015 must work a minimum of nine hundred and ten (910) hours annually to maintain eligibility. See also: Section VII. 3. Adjunct faculty, temporary workers, consultants, leased and/or contracted individuals and any other individuals who are not included in Section I, number 1 above, are not eligible for tuition remission benefits.
2. Priests serving on the Board of Regents or the Board of Trustees are eligible for tuition remission benefits.
3. Spouses and dependent children of University employees who are themselves employees of the University shall have their eligibility for tuition remission determined exclusively on the basis of their own employment

4. Adjunct faculty, temporary workers, consultants, leased and/or contracted individuals and any other individuals who are not included in Section I number 1 above, are not eligible for tuition remission benefits.

II. GENERAL INFORMATION, REQUIREMENTS & RESTRICTIONS FOR ALL RECIPIENTS OF TUITION REMISSION BENEFITS

1. The tuition remission benefit is the cost of tuition only.
2. The cost of textbooks, registration, housing deposit, room and board, tuition deposit for freshmen and transfer students, and any and all other costs, charges and fees, including the doctoral continuation, the mobile computing and the technology fees, are the responsibility of the student and must be paid when due. Any penalties associated with late submission of application forms and any other documents are the responsibility of the student.
3. Tuition remission does not cover any programs that are designated as fee-based or all-inclusive (programs that cover fees, housing, meals and/or any other charges as part of the overall tuition charge).
4. Tuition remission does not cover study abroad courses.
5. Tuition remission does not cover courses given at other institutions, though they may be listed in the University Catalogue. Only courses offered at, and for which tuition is charged by Seton Hall University are eligible for coverage under the tuition remission benefit.
6. All applicants for tuition remission benefits must meet all admission requirements and complete all required applications and other registration procedures within the established timeframes.
7. The tuition remission application process is an online form accessed through PirateNet. Employees select the course(s) to which the tuition remission benefit is to be applied. In addition, employees who have written approval from their supervisors have the option to select "job-related" or not and "lunch hour waiver" or not (see III 10) for their course(s). Employees have until the end of the Add/Drop Period to complete the online application process for themselves, their spouses and/or their dependent children. The Human Resources Department evaluates all requests for courses to be considered "job-related" and will make a final determination in consultation with Finance if a selected course is "job-related" per the Internal Revenue Service (IRS) regulations. "Job-related" must be determined prior to the start of the course.
8. Tuition remission cannot be approved retroactively for courses taken during previous semesters.
9. By accepting the tuition remission benefit, recipients authorize the release of their grades by Enrollment Management to the Associate Vice President (AVP) for Human Resources or designee within thirty (30) days of the close of the academic semester or session.

10. Tuition remission does not cover the cost of tuition for courses that a student is required, or elects to, repeat.
11. Students who receive an “incomplete” and who do not complete the coursework within the timeframes established by Enrollment Management will be responsible for paying the tuition for that course prior to registering for the next semester or session.
12. Tuition remission does not cover the cost of tuition for courses that a student fails or from which a student withdraws after the deadline established by Enrollment Management.
13. In the event of a grade of D or F or late withdrawal from any course(s), the student shall pay the cost of full tuition for such course(s) to the University. A “hold” will be placed on the student’s account and they will not be eligible to register for additional classes until all charges have been paid and the student’s account is current.
14. Emergency withdrawals for appropriately documented reasons such as health, family illness or hardship may relieve the student of the obligation to pay for the course(s). Students must submit a written request with supporting documentation for a waiver of tuition to the AVP for Human Resources or designee as soon as the emergency situation is known but no later than immediately following withdrawal from the course(s).
15. When an employee separates from the University for any reason other than because of total disability, retirement or death, the tuition remission benefit terminates immediately for the employee and their spouse and dependents. Tuition must be paid to the University in accordance with guidelines established by Enrollment Management if the former employee, or their spouse or dependent wishes to continue attending classes.
16. When students using tuition remission are granted other sources of funding, the University will apply the tuition remission benefit as follows:
 - i. State and federal regulations will govern the distribution of all awards.
 - ii. Should the student be the recipient of a state, federal, or private scholarship or grant, the full amount must be deposited to the student’s account.
 - iii. The tuition remission benefit will be applied *after* all other financial aid that covers tuition only, including state grants, scholarships and other sources of award, have been applied.
 - iv. Under *no* circumstances can the tuition remission benefit be applied towards any expense other than tuition.
 - v. When scholarships, discounts or grants funded by Seton Hall University have been awarded for tuition, those monies must be applied to tuition expenses *before* the tuition remission benefit will be applied.
 - vi. In no case will a combination of awards funded by Seton Hall University and the tuition remission benefit result in a refund to the student.

17. Tuition remission benefits may be considered taxable income in accordance with Internal Revenue Service (IRS) regulations. Employees should obtain advice from a qualified tax advisor as to their reporting and deductibility of educational expenses for themselves, spouses and/or their dependents.

18. The AVP for Human Resources and the AVP for Enrollment Management, or designee, will review University records for compliance with this policy. Students found to be in violation will have tuition remission benefits suspended for a twelve-month (12) period beginning with the semester following the semester in which the violation was found, and will be responsible for reimbursing the University for any tuition remission for which they were not eligible.

19. In addition to the general information and requirements outlined above, the recipient of the tuition remission benefit may be subject to other requirements outlined below in this policy.

III. TUITION REMISSION FOR EMPLOYEES

1. Employees who have satisfied all eligibility requirements may enroll for courses and receive tuition remission for undergraduate or graduate courses on the South Orange campus. For classes taken at Seton Hall University School of Law, employees receive tuition remission equal to fifty (50) percent of the current tuition rate per credit.

2. Employees may take undergraduate and graduate courses on a matriculated or non-matriculated basis, subject to the University's policies as outlined in the respective *Undergraduate and Graduate Catalogues*.

3. Employees are required to receive a grade of "C" or better in order to receive the tuition remission benefit. When a class is taken on a "pass/fail" basis, the employee must "pass" the course in order to receive the benefit.

4. Employees seeking only certification credit while enrolled in classes in a degree granting program are permitted to use tuition remission. However, tuition remission will not cover the cost of any Continuing Education classes or other similar such non-degree earning offerings.

5. Tuition remission may be used to "audit" a course; however, tuition remission will not cover the course should the student also take it for credit. Courses that are taken on an audit basis are included in the total number of credits that may be taken in any one semester or session.

6. Tuition remission is limited to no more than two classes (maximum of eight (8) credits) during any spring or fall semester. During intersessions and summer sessions, limits are as follows: no class dates may overlap among sessions. Additionally, the total credits for any twelve-month (12) period beginning July 1 and ending on June 30 of the following year may not exceed twenty-one (21) credits.

7. Requests for more credits than permitted under this policy must be submitted in writing no later than two (2) weeks before the University's application deadline to the AVP for Human Resources or designee. The request for additional credits must have the written approval of the

employee's immediate supervisor and division head. Permission for a maximum of three (3) classes in any one semester or session may be granted when:

- i. additional credits are needed to graduate in that particular semester; *or*
- ii. the additional credits are needed to satisfy a graduate program Residency Requirement; *or*
- iii. the courses are not being offered again prior to the individual's scheduled date of graduation; *and*
- iv. it is determined that the employee's job performance and the fulfillment of the needs of the department will not be adversely affected by the additional course work.

8. Employees who register for more credits than permitted under this policy without prior written approval from the AVP for Human Resources will be responsible for paying the tuition for the additional credits.

9. Employees shall not take classes during their regularly scheduled work hours. However, employees are permitted to use the lunch hour to attend class if the "lunch hour waiver" has been approved by the supervisor prior to the start of the semester using the approved "lunch hour waiver" procedures (as described in the employee handbook). Additionally, online classes and/or programs may not be taken during an employee's regularly scheduled work hours, unless using the approved "lunch hour waiver" procedures.

10. Supervisors may not alter work schedules to accommodate classes.

11. In no instance may an employee's class schedule interfere with the employee's regular University duties. When there is a potential conflict, the employee's work duties take precedence.

IV. TUITION REMISSION FOR CHILDREN OF EMPLOYEES

1. Dependent children of eligible full- time and part-time employees may apply for full tuition for full-time or part-time undergraduate study. Tuition remission is not granted to children for any courses being applied toward a graduate degree.

2. **Employees who were hired prior to September 1, 2000**, and whose eligible dependents were born before September 1, 2000, may also apply for tuition remission equal to fifty percent (50%) of the current tuition rate per credit at Seton Hall University School of Law. Tuition remission is not granted to children for graduate courses other than at the Law School.

3. To be eligible, children (by birth, marriage or legal adoption) must meet the federal government's definition of dependency as used when applying for financial aid, which includes, among other criteria that a child must be under the age of 24 and unmarried.

4. Children must also be dependent upon the employee for support as defined by the Internal Revenue Service (IRS). The parent's or legal guardian's Federal Income Tax Return and the

dependent child's birth certificate, along with a signed HR affidavit form must be presented to HR prior to the benefit being utilized.

5. To obtain this benefit, the dependent child(ren) of the employee must meet the general guidelines in section II of this policy, and must:

i. Be fully matriculated; and

ii. Maintain satisfactory academic progress as defined by the program in which the student is enrolled for academic year.

6. The employee and dependent child(ren) must complete an application for tuition remission and file the Free Application for Federal Student Aid (FAFSA) each year, and fulfill all requirements and deadlines in applying for federal and state grant aid. Tuition remission will not cover loss of federal and/or state aid due to missed deadlines or incomplete applications.

7. Should a dependent child be matriculated at another college or university, the AVP for Human Resources may approve full tuition remission for courses taken at Seton Hall during the May and summer sessions if these courses are required for the undergraduate degree at the primary institution. A letter from the primary institution should be forwarded to the AVP for Human Resources stating the above criteria prior to the beginning of session.

8. The number of credits covered by the tuition remission program is limited to the number required by the course of undergraduate study or one hundred thirty (130) credits, whichever is less.

V. TUITION REMISSION FOR RELATIVES OF PRIESTS AND RELIGIOUS BROTHERS AND SISTERS

1. Tuition remission will be provided in accordance with this policy for the brothers, sisters, nieces and nephews (who are dependents of their parents or legal guardians) of priests, religious brothers and sisters assigned to Seton Hall University. In order to be eligible for this benefit, the priest, religious brother or sister while employed must receive compensation, either salary or stipend, at a level normally paid the religious, or as established by the Archdiocese of Newark.

2. Tuition remission will be provided in accordance with this policy for brothers, sisters, nieces, and nephews (who are dependents of their parents or legal guardians) of priests serving on the Board of Regents or the Board of Trustees.

3. Relatives of Priests and religious brothers and sisters hired after September 1, 2000, with a lay equivalent salary will not be eligible for the tuition remission benefit.

VI. TUITION REMISSION FOR SPOUSES OF EMPLOYEES

1. The spouse of an eligible employee who has satisfied all eligibility requirements will be granted full tuition remission for undergraduate and graduate courses.

- i. To obtain this benefit, the spouse of an employee must meet the general guidelines in Section I of this policy.
 - ii. The University requires a copy of the marriage certificate and a completed eligibility verification certificate before providing the tuition benefit.
2. Spouses also are eligible to receive tuition remission equal to fifty percent (50%) of the current tuition rate per credit at Seton Hall University School of Law.
 3. Spouses may attend on a full-time or part-time basis as long as they are fully matriculated.

VII. TUITION REMISSION UPON DISABILITY, RETIREMENT OR DEATH

1. **For employees hired prior to September 1, 2000**, the University will provide tuition remission as described above for the employee, spouse and unmarried dependent children of eligible employees upon termination of employment due to death, total disability, or retirement as defined in the employee handbook.
2. **For employees hired after September 1, 2000**, the University will provide tuition remission as outlined below for the employee, spouse and unmarried dependent children of eligible employees upon termination of employment due to death, total disability, or retirement, as defined in the employee handbook.
 - i. Employees with five (5) or more years of service will retain the tuition remission benefit upon termination of employment due to total disability and/or retirement, as defined in the employee handbook.
 - ii. The spouse and eligible children of totally disabled, retired or deceased eligible employees with at least five (5) years of service (or 9,100 hours for a part-time employee) at Seton Hall University will retain the tuition remission benefit. To be eligible, the spouse, and/or child, must have been a legal dependent at the time of the employee's total disability, retirement or death and must meet all eligibility requirements as defined in Section IV.
 - iii. Tuition remission for the spouse and eligible children of totally disabled, retired or deceased eligible employees with less than five (5) years of service is restricted to those students who are already enrolled in classes and receiving the benefit at the time of the employee's retirement, death or disability.

Responsible Offices

Human Resources

Enrollment Management

Approved

The original policy was approved on September 1, 2000. This updated policy was approved by A. Gabriel Esteban, President on the recommendation of the Executive Cabinet on December 10, 2015.

Effective Date

December 10, 2015

SCHEDULE "C"

LOCAL 153 HIRING RATES

July 1, 2021 through June 30, 2024

GRADE	HOURLY RATE	BIWEEKLY RATE	ANNUAL RATE
13.0	\$16.865	\$1,180.55	\$30,694.30
14.0	\$18.110	\$1,267.70	\$32,960.20
15.0	\$19.447	\$1,361.29	\$35,393.54
16.0	\$20.860	\$1,460.20	\$37,965.20
17.0	\$22.334	\$1,563.38	\$40,647.88
18.0	\$23.852	\$1,669.64	\$43,410.64
19.0	\$25.405	\$1,778.35	\$46,237.10
20.0	\$27.187	\$1,903.09	\$49,480.34

SCHEDULE "D"

LAW SCHOOL PARKING SUBSIDY EFFECTIVE JULY 1, 2021

	Employee Cost		SHLS Subsidy	
Less than \$50,000	20%	\$492.00	80%	\$1968.00
\$50,001 - \$60,000	30%	\$738.00	70%	\$1722.00
\$60,001 - \$70,000	40%	\$984.00	60%	\$1476.00
\$70,001 & Over	45%	\$1107.00	55%	\$1353.00

SCHEDULE “E”

Essential employees

Essential employees are employees who are required to report to work because their jobs are necessary to keep the University open and running when emergency conditions exist. The most frequent cause of such a condition is generally an extreme weather condition.

By approximately November 1 each year, the Dean of the Library will inform appropriate employees that they are considered essential in accord with this agreement. By approximately November 15 each year, the Employee and Labor Relations manager will provide the Union with a list of essential employees. The list will specify which employees have volunteered to be classified as essential

Essential employees must report to work when the University has a delayed opening and must remain at work when the University has an early dismissal because of emergency or extreme weather conditions. Essential employees are expected to work when the University announces that only employees involved with essential services must report to or remain in the workplace. Essential employees are expected to work hours outside their regular schedules when notified of the necessity by their departments. When working under special circumstances as essential employees, these staff members will be paid premium rates.

In the event of a University closure or delayed opening, essential employees will be asked to volunteer to work. If there are no volunteers, employees will be designated to work in reverse order of seniority. Every effort will be made to have student assistants who reside on campus to report to work during the emergency closure or delayed opening to provide support.

The following Library positions are considered essential positions.

Day Supervisor

Evening Supervisor

Circulation Clerk

Weekend Circulation Clerk

The following positions may perform the duties of the above positions in situations when only essential employees are required to report to work

Dean’s Secretary

Book Stack Specialist

Serials Supervisor

Cataloging Assistant

Acquisitions Supervisor

Interlibrary Loan Clerk

By November 1, the Dean of the library will ask for employees in the above job categories to volunteer to be classified as essential.

Note: all new employees joining the University and any employee who is promoted into any of the above essential jobs titles will be designated in writing as "essential" as a condition of employment and not eligible for weather bonus days described below

Any employee currently in the jobs classifications above who volunteers to be classified as essential, will be eligible for weather bonus days off with pay with the following stipulations

- If there are 0 to 2 closures during the fiscal year, the employee will be eligible for 1 weather bonus day. If there are 3 or more closures, the employee will be eligible for 2 weather bonus days
- The additional day(s) will be given only to employees who actually work if there are days that the University is closed for a full or partial day. If a dispute arises about the implementation of this provision, the University and the union will meet to discuss the situation before any action is taken
- The weather bonus days must be used by the end of the fiscal year in which it is earned. There will be no carry over of these days.

Employees who are not designated essential receive pay for a normal work day when the University has a delayed opening or an early closing. They are not generally eligible for premium pay. If an employee who is not classified as essential is asked to stay by a supervisor and elects to do so, the supervisor must provide the employee with written authorization of the temporary change to essential status for the dates they were asked to stay. If the employee is moved to essential status in this manner, the employee will be eligible for the premium pay in accordance with University policy and the contract.

Notification of Emergency

The decision to reduce the University schedule or close due to an emergency is announced on Seton Hall Home Page (www.shu.edu), the University main phone line 973-761-9000, WSOU (89.5 FM) radio. Closing information will also be aired on NEWS 12 New Jersey television.

The policy of the University is to keep the Library open when the rest of the University is closed. There may be occasional situations where the Library may also be closed with the rest of the University. It is the standard practice of the Library administration to determine and pre-arrange minimal service coverage during times when the Library remains open and release the remaining essential employees from reporting to work. To the extent practicable, there may be more than one person scheduled to work under the essential employees' circumstances. In addition, the Library is on a 24 hour a day schedule during times determined by the University, and will provide essential employees with similar direction and information on whether or not to report.

The University will announce when extreme weather conditions on a weekend require scheduled staff to work as essential employees who will receive premium pay.

Essential Employee Compensation

In addition to receiving regular pay for the time the university is closed, essential employees receive time and a half for any hours they work when the university is closed.

If an essential employee reports to work and is released prior to completing 7 hours of work, they will receive 7 hours pay. For example, an employee reports to work at 7:00am and at 10:00am a decision is made to close the library, the employee will be paid 7 hours at time and a half.

Should it become necessary for an employee to remain on the University premises overnight, the employee will be provided with adequate sleeping arrangements, toiletries and use of phones and computers to contact family. Employees who sleep over will be paid straight time for this nonworking time.

NOTE: In the event other areas of the University are deemed to be “essential”, the procedures and compensation outlined above will apply to those employees.