COLLECTIVE BARGAINING AGREEMENT
BETWEEN
FAIRLEIGH DICKINSON UNIVERSITY
AND
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153, AFL-CIO

NOVEMBER 16, 2025 THROUGH JUNE 30, 2029

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AGREEMENT MADE AND ENTERED by and between FAIRLEIGH DICKINSON UNIVERSITY (hereinafter referred to as the "University") and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO (hereafter referred to as the "Union").

WITNESSETH

In consideration of the mutual covenants herein exchanged and the bilateral agreements hereinafter entered into, the University and the Union mutually agree as follows:

ARTICLE 1

RECOGNITION OF THE UNION

The University recognizes the Union as the exclusive bargaining agent for all regular full-time and part-time office, clerical, and secretarial employees at the Employer's Florham-Madison and Teaneck-Hackensack locations, including athletic department employees and technical employees, but excluding all full-time students, administrative staff to the President, clerical positions that report to the Controller, Faculty Information Specialist, Computer Center Shift Supervisors, all employees in the University Human Resources Department, Payroll Department, professional employees, part-time employees employed less than sixteen (16) hours per week, confidential employees, managerial employees, uniformed public safety employees (except secretaries and clerks), and all supervisors as defined in the National Labor Relations Act, (29 U.S.C. Sec. 151-169) and all other employees.

ARTICLE 2

UNION SECURITY

All bargaining unit employees upon thirty (30) days after employment shall, as a condition of employment, become and remain members in good standing within the Union according to the Union's lawful uniform and non-discriminating rules and regulations of membership.

ARTICLE 3

JOB DESCRIPTION

RECLASSIFICATION

Section 1: The University will provide each employee with a copy of their job description on file in the Human Resources Department (also referred to herein as the "Office of Human Resources") at the time of hire. At any time thereafter, the employee may request, in writing, a copy of the job description from the supervisor. If the supervisor has not provided a copy of the job description within ten (10) days, the employee may request the copy from the Human Resources Compensation Manager.

Section 2: If a job has materially changed and/or the Union believes it is not at the proper grade, the Union may submit a statement to the University indicating the job title and the changes in the job. The Employer will provide the Union with updated and new job descriptions for all positions on an ongoing basis.

If a reclassification request is denied, the reason shall be given to the Union. The denial of a request may be appealed to the University's Vice President of Human Resources. As part of the appeals process, Human Resources will provide a comparison of the job being grieved to the jobs the Union has asked it to be compared to, up to a limit of three such job comparisons. The Union may submit no more than ten (10) requests for reclassification in a 60-day period.

Section 3: Requests for re-evaluations submitted by the Union shall be acted on by the Human Resource Department in a reasonable period of time, with notification to the Union in writing within sixty (60) days. Employees classified to a higher grade shall receive a 15% increase or the minimum of the new job classification, whichever is higher, retroactive to the date of the request.

Section 4: On job descriptions, the usage of "other duties as assigned" will be defined as a one-time special project. However, the work must fall in line with the employee's job description. If the special project (s) assigned is deemed a duty of a higher grade, then a stipend will be given in accordance with the University's Override Policy. If the higher-level duty becomes a regular expectation, it must be added to the incumbent's job description and submitted to the Office of Human Resources in accordance with Article 3. Additionally, a labor/management meeting will be convened to discuss and update job descriptions that are more than five years old and do not accurately reflect an employee's work responsibilities.

Section 5: The University will provide annual training to supervisors of Union employees regarding the terms of this Agreement.

ARTICLE 4

CHECK-OFF OF UNION DUES AND INITATION FEES AND VOICE OF THE ELECTORATE (VOTE)

Section 1: Union dues/fees will be deducted from the wages of union members and non-members every pay period in accordance with the dues or fees deduction authorization cards provided to the Payroll Department by the Union.

Section 2: The University agrees to distribute to each new employee a copy of this Agreement, the Initiation Fee and Dues Deduction Assignment Form, and other Union related forms. The Initiation Fee and Dues Deduction Assignment Form is required to be signed by the employee prior to withholding such deductions. When the check-off card has been signed and returned, the University will send a copy of the signed check-off card to the Union.

Section 3: Previously signed and unrevoked written authorizations shall continue to be effective as to employees reinstated within six (6) months following layoff or leave of absence; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 4: 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, or by reason of the wrongful discharge of any employee by the University in accordance with the request or demand of the Union or any of its authorized officials.

Section 5: A. The University shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, Local 153, AFL-CIO, monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies.

B. The Union hereby agrees to indemnify and to hold the University harmless from any expense or liability (other than the cost of check off or listing) that shall arise out of or in connection with the University's action in complying with this Section.

ARTICLE 5
UNION NOTIFICATION

Section 1: A seniority roster listing the date of each bargaining unit employee's base salary, university seniority, and home addresses, shall be sent to the Union every month.

Section 2: A list containing the following information will be sent to the Campus Representatives, Chief Shop Steward and the Business Representatives each month for all bargaining unit positions: Employee name, date of hire, title, grade, email address, department, mail code, terminations, date of termination,

reclassification, unit transfers and the position that is being transferred from and to, change of status including leaves of absence and contract leave, changes from full time to part time or part time to full time, and temporary employees working 16 hours per week or more and the length of their assignments.

Section 3: All job vacancies, within the bargaining unit, shall be posted on the University's website for fifteen (15) business days. All applicants must apply online. In addition, each Campus Representative will be notified at the time of the posting.

Section 4: Human Resources will notify the campus Stewards when a new Union employee is hired.

Section 5: The Union shall be informed, with as much advance notification as practicable, of Union job eliminations. The Union will be made aware of the reasons for the job elimination and informed how union duties associated with that position will be performed thereafter.

Section 6: The University agrees to provide Union stewards with monthly notifications identifying:

-New job postings

-Terminations

-Resignations

ARTICLE 6

SENIORITY

Section 1: Seniority shall mean the length of continuous service within the bargaining unit with the University, and shall be cumulative on a University-wide basis.

Section 2: Seniority shall be terminated if an employee quits; is discharged for cause; is laid off for a period of more than one (1) year; after layoff fails to return within five (5) consecutive days (excluding Saturdays, Sundays, and holidays) of notice to do so, sent to the last address on the University's employment records by certified mail, except for reasonable cause; if the employee is absent for two (2) consecutive working days (excluding Saturdays, Sundays, and holidays) without notification to their immediate supervisor, except for reasonable cause. It is the responsibility of any employee on the active payroll or on the layoff list to keep the University advised of their current address.

Section 3: A part-time employee whose status is officially changed to full-time will be credited with one (1) year of full time service for each 1820 hours worked, or equivalent proportion thereof, while working in part-time status. This credit is toward vacation entitlement only.

Section 4: The Campus Representative(s) shall have super seniority for the purposes of layoff only.

ARTICLE 7
HOLIDAYS

Section 1: The University observes thirteen (13) paid holidays in a fiscal year (July 1 through June 30). Prior to the establishment of the holiday schedule, the Union shall make a recommendation to the Vice President for Human Resources for consideration concerning the holidays to be observed during the following fiscal year.

Full-time regular employees are eligible to receive holiday pay for such observed holidays which fall within their scheduled work year except that ten (10) and eleven (11) month employees are eligible to receive no less than eleven (11) paid holidays, for those regular employees on less than twelve (12) month work schedule, plus Labor Day for those who have returned to work prior to Labor Day. Employees

being furloughed by university action because of academic scheduling between September 1 and May 31 will be entitled to holiday pay for an observed holiday falling within five (5) working days from the last day of work.

Section 2: Part-time regular employees shall be entitled to receive their scheduled hours holiday pay for the day the campus is closed. If such employee does not normally work on the day the holiday is observed, they will not receive payment for that day.

Section 3: Beginning as of July 1, 2023, Union members are entitled to one (1) Floating Holiday to be used in each fiscal year of this Agreement. The Floating Holiday is to be taken at the Union member's discretion with the approval of their supervisor. Supervisor approval will not be unreasonably withheld. Five-day notice to the supervisor is required before taking a Floating Holiday. Unused Floating Holidays must be used within the fiscal year (July 1 through June 30) in each year of this Agreement and will not be carried over to the next fiscal year.

Section 4: No employee is entitled to holiday pay when on a leave of absence.

Section 5: In addition, the University shall be closed for three (3) unscheduled holidays between Christmas Day and New Year's Eve and employees covered by this Agreement shall receive pay for the number of hours they would be scheduled to work had the University remained open. In addition, employees required to work between Christmas Day and New Year's Eve will receive time and one half for the time worked.

Employees inactivated during the December-January furlough period and scheduled to return to work shall be entitled to receive regular straight time pay for the hours they would have worked on the unscheduled holidays between Christmas and New Year's Eve if the University had remained opened to the extent that said unscheduled holidays fall on days and hours they would normally work during the remainder of the year.

Part-time employees are entitled to compensation only to the extent that the unscheduled holidays fall on the part-time days and hours they would normally work.

Section 6: Holidays shall be counted as time worked for the purpose of overtime.

ARTICLE 8

BREAKS

Section 1: All full-time bargaining unit employees shall be entitled to two (2) scheduled breaks of not more than 15 minutes away from their work location. Part-time bargaining unit employees shall be entitled to one (1) scheduled break of not more than 15 minutes away from the work location. Breaks will be scheduled as determined by the immediate supervisor.

Section 2: Breaks cannot be combined or added to a lunch period. Breaks may be used to delay arrival time or advance departure time only with supervisor's advance approval. Breaks not taken on the day of entitlement will not be paid.

ARTICLE 9

SICK DAYS/PERSONAL DAYS

Section 1: Full-time employees shall earn one (1) sick/personal day for each month of service (or, if greater, one hour of sick/personal time for every 30 hours of work) which may be used interchangeably for absences required for illness or personal business up to the maximum indicated below and in accordance with the New Jersey Sick Leave Act.

12 month employees	12 days
11 month employees	11 days
10 month employees	10 days

9 month employees 9 days

The maximum allowance indicated above is credited to the employee's account on July 1. In order to have the applicable maximum days credited to their account, an employee must complete one (1) full year of continuous service prior to July 1. Unused entitlement from prior years will be credited to the employee's sick bank to be used as sick leave time only (as defined Section 7 of this Article).

Section 2: An employee is not obligated to specify the reason for use of personal time. Personal time will not be approved in conjunction with holidays or vacations except for a covered issue in accordance with the NJ Sick Leave Act (refer to Section 7 below) or legal business that cannot be handled outside of work hours, or a social event such as a wedding or graduation in the employee's immediate family. If the reason meets this criteria, the exception must have the prior approval of the Human Resources Manager.

Section 3: Approval (based upon staffing needs) for use of personal time must be obtained before the absence occurs unless precluded by unusual circumstances, in which event the employee must notify their supervisor prior to the start of the workday unless reasonably excused from doing so.

Section 4: Personal time shall not be used in cases of lateness, leaving early for personal convenience, or activities within the University.

Section 5: Personal time may not be taken in increments of less than one hour. Exceptions to this rule (limited to ½ hour units) require prior approval of the Supervisor.

Section 6: If an employee is unable to report to work due to illness or bereavement, they shall contact their supervisor or designee first and, if unavailable, the Human Resources Department Office between 9:00 and 10:00 a.m. on the first day of such absence. The employee is also required to submit the sick/personal day request through the automated time tracking system.

An employee unable to report to work due to unavoidable lateness will contact their supervisor or designee first and, if unavailable, the Human Resources Department, preferably no more than 30 minutes after the beginning of such employee's regular workday.

Section 7: In accordance with the New Jersey Paid Sick Leave Act, the definition of sick leave is as follows:

You need diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or you need preventive medical care.

You need to care for a family member during diagnosis, care, treatment, or recovery for a mental or physical illness, injury, or health condition; or your family member needs preventive medical care.

You or a family member have been the victim of domestic violence or sexual violence and need time for treatment, counseling, or to prepare for legal proceedings.

You need to attend school-related conferences, meetings, or events regarding your child's education; or to attend a school-related meeting regarding your child's health.

Your employer's business closes due to a public health emergency or you need to care for a child whose school or child care provider closed due to a public health emergency.

In accordance with the New Jersey Paid Sick Leave Act, the definition of family member is as follows:

Child (biological, adopted, or foster child; stepchild; legal ward; child of a domestic partner or civil union partner)

Grandchild	Sibling
Spouse	Domestic partner or civil union partner

Parent Grandparent

Spouse, domestic partner, or civil union partner of an employee's parent or grandparent

Sibling of an employee's spouse, domestic partner, or civil union partner

Any other individual related by blood to the employee

Any individual whose close association with the employee is the equivalent of family

Section 8: A doctor's note may be required for more than three (3) days of continuous absence, when absences exceed the annual entitlement, or when the number of employees absent at any one time suggests that the employees are engaging in concerted action, if the time is to be taken as sick days. The doctor's note should not include protected health information or the medical reason for the absence and should be sent directly to the Human Resources Department – Employee Relations.

Section 9: All employees in the bargaining unit shall be covered by the University's Temporary Disability Insurance Plan, which shall provide weekly compensation for periods of temporary disability for time lost due to non-work-related sickness or accident.

Section 10: Employees who maintain a minimum balance of the equivalent of one year's sick/personal pay entitlement in their bank will be eligible to participate in a Gains Sharing Program as follows:

At the end of each fiscal year (June 30), employees who have completed one or more years of service prior to June 30 may opt either to be paid a cash bonus at their base hourly rate of 90% of their current year's unused sick/personal entitlement or bank their unused current year's sick/personal entitlement as sick days.

Section 11: Full-time employees are eligible to participate in the University's Long Term Disability Program at no cost. Terms and conditions are contained in the Plan Document.

ARTICLE 10

SETTLEMENT OF DISPUTES

Section 1: Grievances within the meaning of this Agreement shall consist of any difference between the parties, which relate to hours, wages, working conditions or any Article, Section or Clause within the Agreement. Grievances may be presented by an employee(s) or by the Union on an employee(s) behalf. Any grievances, (except those without a grievant) which are not presented and set forth within fifteen (15) working days following the event or the discovery of the event giving rise to such grievances, shall be forfeited and waived by the aggrieved party. The time limits may be extended by mutual agreement in writing by the Union and the University. An individual may first seek to informally resolve a dispute if they choose, provided that such an informal settlement is not inconsistent with the terms of the Agreement and the individual has not initiated the formal grievance process. A grievant shall have the right to be present at any level in the grievance procedure without loss of pay.

These issues shall be handled in the following manner.

Step 1. The aggrieved employee or the Area Representative shall discuss the grievance with the employee's supervisor

Step 2. Failing satisfactory resolution of the problem, the grievance will be reduced to writing, and the Campus Representative will present it to the Office of Human Resources – Employee Relations within fifteen (15) working days of the completion of the previous step. The Office of Human Resources – Employee Relations will arrange a meeting with the Campus Representative at a mutually agreeable time, no sooner than twenty-four (24) hours nor longer than fifteen (15) working days of the written grievance.

Step 3. Failing resolution of the problem, the grievance shall be submitted by the Union at a meeting of the Vice President of Human Resources or their designee. All such grievances must be set forth in writing and shall clearly set forth the issues and conditions of the aggrieved party. Any grievances which

are not presented to the Vice President for Human Resources within five (5) working days following the meeting referred to in Step 2, shall be forfeited and waved by the aggrieved party. The aggrieved employee, the Business Representative of the Union and the Campus Representative shall be present.

Section 2: The Vice President for Human Resources or their designee shall respond to the grievance within fifteen (15) working days of the Step 3 meeting. If the grievance cannot be settled within fifteen (15) days after it has been submitted under Step 3 above, it may be submitted by either party, to an impartial federal mediator who shall be selected from lists supplied by the Federal Mediation & Conciliation Services.

Section 3: If the grievance cannot be settled within fifteen (15) days after the mediation session, it may be submitted, by either party, to an impartial arbitrator who shall be selected from lists supplied by the New Jersey Board of Mediation. Written notice of an intention to arbitrate must be submitted to the Vice President of Human Resources within ten (10) working days of the Vice President of Human Resources' Step 4 response.

Section 4: Each party shall have the expense of preparing and presenting its own case and cost of its own representatives, except that one (1) Campus Representative may attend without loss of pay. The cost of the mediator and arbitrator shall be borne equally by the parties hereto.

Section 5: The arbitrator, in making findings and reaching conclusions, shall confine themselves to the particular case presented to them and shall have no authority to add to, subtract from, or in any way modify the terms of the Agreement.

Section 6: The decision of the arbitrator shall be final and binding on all parties.

Section 7: No more than one (1) grievance shall be presented in any one arbitration unless they arise out of a common set of circumstances

ARTICLE 11

PROBATIONARY PERIOD

An employee shall, for the first ninety- (90) days of their employment, be on probation. During the ninety- (90) day period, the University may terminate the employment of such employee with or without cause and without advance notice and its decision shall not be subjected to the grievance procedure. During the first ninety (90) days of their employment an employee shall be evaluated at thirty (30), sixty (60) and ninety (90) days, to determine the skills and suitability of an employee to their position. Seniority shall be effective as of the date of employment in a bargaining unit position. However, employment of an employee by the University in a non-bargaining unit position shall be deducted from such seniority.

ARTICLE 12

SUBCONTRACTING

It is expressly understood by and between the parties that the University shall have the unlimited right to contract any unit work; provided, however, that at the time the work is subcontracted, no employee within the unit qualified to do the work are on layoff or are laid off and provided further that no regular full-time employee shall be reduced to part-time status as a result thereof. Furthermore, the University agrees not to subcontract any work that will result in the attrition of Local 153 bargaining unit employees.

ARTICLE 13

BEREAVEMENT LEAVE

All employees who sustain a death in their immediate family are entitled to five (5) consecutive work days of leave with pay. The immediate family shall be defined for this purpose as spouse, same-sex domestic partners, children, mother, father, step parent, mother-in-law, father-in-law, brother, sister,

brother-in-law, sister-in-law, son-in-law, or daughter-in-law and grandparents and grandchildren of the employee.

ARTICLE 14

MEDICAL

Section 1: Full-time employees are eligible to receive the same medical coverage as all other University employees, as determined by the University with an insurance carrier of its choice. The Union will be informed of changes in the current medical coverage and will be invited to participate in informational meetings.

Section 2: Covered employees shall share in the cost of coverage (*i.e.,* same as for other University employees) except: all bargaining unit employees earning equal to or less than $34,600 (to increase each year on the contract of the anniversary date by the amount of the across-the-board base salary increase) shall receive single person coverage at no charge.

Covered employees earning between $34,601-$42,542 (to increase by the amount of a University wide across-the-board base salary increase) shall share in the cost of coverage on a sliding scale for single person only coverage based on the amount of the employee's salary above the lower end of the band, multiplied by .33, up to a maximum of 25% employee contribution. (E.g., a 12-month employee earning $35,000, above the lower end of the band by $399.00, multiplied by .33, would pay an annual employee contribution of $131.67or $10.97 semi-monthly).

Bargaining unit employees with employee/child or employee/spouse medical coverage earning up to $42,542 (to increase by the amount of a university wide across-the-board salary increase) shall receive, beginning as of the first month following execution of the Agreement, an annual subsidy of $1400.00 in the form of a premium credit in semi-monthly employee premium contributions

Bargaining unit employees with family medical coverage earning up to $42,542 (to increase by the amount of a university wide across-the-board salary increase) shall receive, beginning as of the first month following execution of the Agreement, an annual subsidy of $2000.00 in the form of a premium credit in semi-monthly employee premium contributions.

Co-pay on prescription benefits for all full-time bargaining unit employees covered under the University's medical plan will be as follows:

Generic:	$10.00 (retail – 31-day supply) / $20.00 (mail order – 90-day supply)
Preferred (Brand):	$25.00 (retail – 31-day supply)/ $50.00 (mail order – 90-day supply)
Non-Preferred:	$40.00 (retail – 31-day supply) / $80.00 (mail order – 90-day supply)

ARTICLE 15

WAGES

Section 1:

2% Effective Year 1 – November 16, 2025

2% Effective Year 2 –July 1, 2026

2% Effective Year 3 –July 1, 2027

2% Effective July 1, 2028

Section 2: During the term of this Agreement, if the University provides a percentage wage increase to annual base salaries on a university-wide basis for Professional Administrative Staff (PAS), the employees in the Local 153 bargaining unit shall receive the same percentage increase, to the extent

higher than the applicable 2% set forth above, within the respective contract year. The first "contract year" shall mean November 16, 2025 to June 30, 2026 and each "contract year" thereafter shall mean July 1 through June 30. To clarify, if the across-the-board increase in base salaries for the PAS in a given contract year is greater than the annual 2% wage increase set forth above in such year, then the employees in Local 153 will receive the difference between the amount of the across-the-board increase and the 2% wage increase for that year. If the across-the-board increase for the PAS in a given contract year is equal or less than the annual 2% wage increase set forth above in such year, then the employees in Local 153 will not receive any additional wage increase.

Section 3: Upon ratification of the Agreement, the University shall provide a one-time bonus, not added to base salaries, as follows:

- $500 to full-time bargaining unit employees
- $250 to part-time bargaining unit employees

Eligibility shall be limited to employees actively employed in the bargaining unit at the time of ratification. The current union membership is 103.

Section 4: Beginning as of November 16, 2025, the University will adopt the attached grade chart (Appendix A) and steps over 4 years. The annual 2% wage increase shall be based on each employee's salary that was in place immediately prior to any adjustment under the grade chart.

Section 5: Beginning as of November 16, 2025 , in years where there is no across-the-board salary increase to all University employees who are not members of the Union, the University may elect in its discretion to provide a lump-sum bonus payment to all non-Union employees (the "special payment"). Under these circumstances, union employees will be entitled to participate in the special payment only as follows: For each union employee, if the special payment is greater than the annual wage increase in that individual's salary for the applicable year (e.g., greater than 2% of the individual's salary in the year beginning November 16, 2025), then the employee would receive the difference between the amount of the special payment and the wage increase for that year. If the special payment is less than or equal to the

annual wage increase in that individual's salary for the applicable year, then the union employee will not receive any special payment. Special payments are one-time and not added to base salary.

ARTICLE 16

LONGEVITY PAYMENTS

Section 1: One-time payment to base salary of $300 to full–time employees who are currently at or above grade but less than ten (10) years of service in Fiscal Year 2019 only.

Section 2: Effective July 1 of each year of the contract the University will add annual payments to base salary to all employees in accordance with the chart below:

10+ Years of Service	$300
15+ Years of Service	$400
20+ Years of Service	$500

ARTICLE 17

RETIREMENT PLAN

Section 1: All employees covered by this Agreement who work 1,000 or more hours in a plan year shall be eligible to participate in the University Retirement Defined Contribution Plan and the Supplemental Tax Deferred Annuity Plan in accordance with the rules and regulations of said Plans. The University contribution on behalf of the participating employee into the Defined Contribution Plan is eight percent (8%) of base salary exclusive of overtime or any other forms of additional pay. The University's contribution will increase to eleven percent (11%) beginning with their eighth (8) year of employment.

ARTICLE 18

LEAVE OF ABSENCE

Section 1: Employees shall be granted a personal, medical, childcare, or family leave of absence without loss of seniority and in accordance with federal and state law and University policy. During such leave, employees shall not be entitled to holiday pay, nor shall they accrue vacation benefits for aggregate leaves of absence during the fiscal year in excess of two (2) months. A probationary employee shall not be entitled to an unpaid leave of absence.

A. Personal Leave – Personal leaves of absence shall be granted without pay, for good cause shown upon prior approval of the employee's supervisor, to any employee with a minimum of 1,000 hours of service in a 12-month period at the University. Such personal leave will not exceed three (3) months.

B. Medical Leave – Employees who are unable to report to work because of illness or disablement shall be granted a medical leave of absence as approved by the University's temporary disability carrier and in accordance with federal and state FMLA laws, up to the date indicated in the physician's certificate or six (6) months, whichever occurs first. Employees who return to work shall be returned to their former position and salary. Note, salary will be adjusted in accordance with any applicable wage increases.

Upon return from such leave, a physician's statement is required to be submitted to the University's Temporary Disability Insurance carrier, certifying that the employee has recovered and is able to return to normal duties. If restrictions are noted, the University will be in contact with the carrier as to whether or not a reasonable accommodation can be made. The University reserves the right to refer the employee to a physician designated by the University, for review of the employee's condition. The University shall pay the physician's fee of any University-designated physician.

Employees who fail to return from a medical leave upon the physician's release, shall be deemed to have voluntarily terminated their service with the University.

An employee on medical leave of absence due to their illness, or disablement may choose to receive the difference between their regular salary and the amount paid by the Temporary Disability Insurance by drawing against accrued and available sick and/or vacation time.

C. Family Leave – Employees who have attained a minimum of 1000 hours of service in a 12-month period at the University and who are unable to report to work because of the birth or adoption of a child or the illness or disablement of a member of the employee's family (child, parent, spouse) shall be granted an unpaid leave of absence up to twelve (12) weeks in accordance with the New Jersey Family Leave Act. A physician's certificate will be required to be submitted to the FMLA carrier indicating the nature of the illness or disablement of the family member and estimated duration. Employees may request, by completing a time utilization form provided by the University's Benefits department, to use earned vacation time or, if they are receiving 3rd party pay under Family Leave Insurance, earned and unused sick time and/or vacation time, during the period of the FMLA. Banked sick time will be automatically deducted if not receiving any third-party sick pay.

D. Worker's Compensation – When an employee is on leave for a job-related illness or injury and is receiving Worker's Compensation payments, they will, for such time, continue to accrue vacation and sick pay benefits. The employee may elect to be paid the difference between their regular pay and the amount received from the Worker's Compensation Insurance Carrier by deducting from their sick and/or accrued and available sick or vacation time. If worked is missed only during the benefits waiting period, employees must utilize their available sick bank.

E. Military Leave - Military Leave – An employee in military training in the Reserve Forces of the United States or in the National Guard shall be granted a paid leave for the usually prescribed period of not more than fifteen (15) calendar days per year. During this leave, the University will pay the difference between the employee's regular salary and the military pay received. To be paid, the employee must furnish written evidence to the Payroll Department of the amount paid by the Government for this service. An

employee in the Reserve Forces, Military or National Guard called to active duty will be returned to a comparable position with the University upon culmination of the Military Leave.

F. Subpoena/Court Order – In the event an employee is served with a subpoena or court order to appear as a material witness, the University will grant the employee time off with pay, provided the employee is neither the plaintiff nor the defendant. To be paid, the employee must furnish valid evidence of the subpoena or court action and the time spent in court to the Payroll Department to receive the time off with pay.

G. Jury Duty – In the event an employee serves on jury duty, the University will pay their regular base salary provided, however, the employee furnishes to the Payroll Department evidence of service from the court. .

H. Union Leave – Upon proper notice to the employee's supervisor, time off shall be granted without loss of pay to Campus Representatives from University duties for purposes of presenting grievances through the grievance procedure.

Section 2: During a leave of absence, the University will continue to pay premiums that existed prior to the leave, and the employee will be responsible for remitting, by check, the amount that would have been withheld from pay. The University will deduct the employee contribution for those employees currently receiving pay. Failure to make such payment will result in loss of insured benefits.

Section 3: An employee who fails to report for work upon the expiration of their leave, shall be deemed to have voluntarily terminated their service with the University.

ARTICLE 19

VACATIONS

Section 1: Full-time employees shall receive 1.5 vacation days for each month up through June 30th, not to exceed the entitlement appropriate to their work year schedule shown below:

Full-time employees hired after November 16, 2018

Full-Time Nonexempt Employees	Completion of Continuous Year of Service Prior to July 1st	Maximum Eligibility Per Year
12-month employees	1 thru 4 years	15 days
	5 thru 7	17
	8 or more	20
11-month employees	1 thru 4 years	11 days
	5 thru 7	13
	8 or more	16
10-month employees	1 thru 4 years	10 days
	5 thru 7	12
	8 or more	15
9-month employees	1 thru 4 years	9 days
	5 thru 7	11
	8 or more	14

For Full-time employees hired prior to November 15, 2018, they will "grandfathered" into the schedule below:

Full-Time Nonexempt Employees	Completion of Continuous Year of Service Prior to July 1st	Maximum Eligibility Per Year
12-month employees	1 thru 4 years	12 days
	5 thru 7	17
	8 Thru 19	22
	20 or more	27
11-month employees	1 thru 4 years	11 days
	5 thru 7	16
	8 thru 19	20
	20 or more	25

10-month employees	1 thru 4 years	10 days
	5 thru 7	14
	8 thru 19	18
	20 or more	23
9-month employees	1 thru 4 years	9 days
	5 thru 7	13
	8 thru 19	16
	20 or more	21

Section 2: Employees hired before the 15th day of any month shall receive credit for said month; employees hired on or after the 15th day of any month shall not receive credit for said month.

Section 3: For full-time twelve (12) month employees, the normal period during which vacations may be taken extends year-round.

Vacations, as earned, may be scheduled other than peak periods. Such scheduling requires the advance approval of the supervisor. The employee is required to submit vacation day requests through the automated time tracking system. Once a vacation is approved by the supervisor, it cannot be retracted. Vacation as earned between July 1 and June 30, must be taken by June 30 of the following fiscal year.

All full-time employees on less than a twelve- (12) month work schedule are required to take vacation during their scheduled work year. Scheduled work year is the year in which the vacation is earned. Example: ten (10) month employees scheduled to work between September and June must take vacation during the period September-June. However, the vacation must be earned before it is taken.

Vacation time will normally be taken on a full week basis for those employees who are eligible for a full week or more; however, upon proper notice to the employee's supervisor, an employee may take vacation in whole day units provided operating conditions within the department permit, as determined by the supervisor.

Section 4: Part Time Employees

Part-time Union employees earn vacation days at the same schedule as full-time employees as noted above. Each vacation day is equivalent to the number of hours they are scheduled to work.

Section 5: Vacation pay will not be granted to any employee in lieu of vacation days not taken.

Section 6: Effective with the pay period following the execution of the Agreement (or the first pay period that is reasonably practical following execution of the Agreement), Union members who lost vacation days accrued up to the date on which they were furloughed as a result of the COVID-19 pandemic will receive a vacation payout equal to 100% of the accrued but lost vacation days.

Section 6: Employees whose approved vacation includes an observed holiday, to which they are entitled, shall have their vacation extended by the number of observed holidays falling within their vacation period.

Section 7: Upon termination for any reason, an employee other than a probationary employee will receive pay for unused earned vacation for the applicable vacation year.

Section 8: Vacation will not be extended or rescheduled due to bereavement or illness occurring while an employee is on vacation; provided, however, that an employee shall have the right to reschedule any vacation days for which they was confined to a hospital as an inpatient.

Section 9: The vacation year (for purposes of accrual) shall correspond to the University's fiscal year.

Section 10: Request for vacation time shall be selected by Seniority order when two (2) or more Union employees submit requests simultaneously within the same department.

Section 11: Union members will be credited for any University closure that may occur during a scheduled vacation. Union members are responsible to communicate with their supervisor to ensure the vacation day(s) is retracted in the time tracking system.

ARTICLE 20

MEETING ROOMS

Section 1: Upon prior application to the appropriate campus department, the Union shall be permitted to use appropriate facilities for Union meetings so long as such facilities are available and the Union complies with the rules and regulations relating to the use of such facilities, including cost for special services required, if any. The use of such facilities shall not interrupt any normal working schedule. The Union shall be liable for any damage or misuse of premises.

ARTICLE 21

NON-DISCRIMINATION

Neither the University nor the Union will discriminate against any employee on the basis of sex, race, color, creed, handicap, genetic information, pregnancy status, religion, national origin or ancestry, gender, disability, age, marital status, sexual orientation, gender identity, gender expression, veteran status, or other protected status under law.

ARTICLE 22

UNION REPRESENTATIVES

Section 1: The University shall recognize one (1) Area Representative for each fifty (50) bargaining unit employees, and one (1) Campus Representative for each campus as local representatives of the Union. Union Representatives shall neither give instructions to employees concerning their work, nor shall they interfere with the University's operation or violate or alter the terms of this Agreement.

Section 2: Subject to supervisor approval, in conjunction with the Human Resources Department, each Campus Representative shall be entitled to paid time off to conduct union business as it relates to this Agreement. The University further agrees to allow Campus Representatives to have access to email and interoffice mail for the purpose of conducting union business provided it is not used for the purpose of adversely impacting the integrity and reputation of the University.

Section 3: The Union shall notify the Vice President for Human Resources of the names of the union representatives.

Section 4: Steward Training and/or Union Activities: The University agrees to provide paid release time up to two (2) days per year for shop steward training and/or Union activities as long as the Union provides the University with sixty (60) days or more advance notice.

ARTICLE 23

BUSINESS REPRESENTATIVE

The duly authorized Business Representative of the Union shall be permitted to enter into the University's premises during working hours where employees within the bargaining unit are employed, provided that there shall be no interruption or interference with university operations. Upon arriving on the campus, the Business Representative will first notify the Vice President for Human Resources or their designee.

ARTICLE 24

PAST PRACTICE

It is the intention of the parties that this Agreement shall embody their total understanding. However, all previous benefits which were clearly established and uniformly enjoyed by the bargaining unit as a whole, shall continue during the term of this Agreement unless modified or abridged herein, or by operation of law; provided, however, that the term of this Agreement shall prevail when in conflict with past practice,

and provided further that this section shall not be construed to permit the duplication or pyramiding of benefits or wages.

ARTICLE 25
SUMMER SCHEDULE

Section 1: The University and the Union have agreed on a four (4) day summer workweek, Monday through Thursday or Tuesday through Friday (depending on department need) to be observed for eight (8) consecutive weeks as determined by the University, excluding the week of July 4th observance. The above work week schedule shall apply except in situations where the department head determines the need for alternate days off in order to maintain full service to existing and prospective students. In such cases, depending on staffing needs, the department head may require an alternate workweek.

(a) The normal summer schedule of a full-time 35-hour employee shall be seven (7) hours per day and a one-hour lunch break between the hours of 9 a.m. and 5 p.m.

Employees previously scheduled for a 35-hour workweek will receive 35 hours pay at the base hourly rate for 28 hours worked in the four- (4) day workweek.

(b) The normal summer schedule for a full-time 40-hour employee shall be eight (8) hours per day and a one-hour lunch break between the hours of 8 a.m. and 5 p.m.

Employees previously scheduled for a 40-hour workweek will receive 40 hours pay at the base hourly rate for 32 hours worked in the four- (4) day workweek.

(c) Part-time employees shall work a prorated 20% reduction in the number of hours normally worked during the four (4) day summer workweek period and be paid according to their regularly scheduled hours, e.g., a part-time employee normally scheduled to work twenty (20) hours per week shall receive a reduction of four (4) hours.

Section 2: Full-time employees, whose work schedule includes a Saturday in departments where the four- (4) day workweek is observed, may be scheduled by the University to receive off any one of the five days they would normally be scheduled to work in that workweek. In the event operating needs within a department prevent observances of the four (4) day workweek for any week in which it is in effect, then the employee may be required to work a fifth day for which the employee will receive overtime for the hours worked on that fifth day.

ARTICLE 26
OVERTIME PAY/WORKING HOURS

Section 1: Subject to Article 37, the normal day of a full-time employee shall be seven (7) hours per day, with one (1) hour lunch break, and the work week begins on Monday and ends on Sunday. All hours worked between thirty-five (35) and forty (40) hours per week shall be paid at the straight time hourly time.

Section 2: One and one-half (1 ½) times the employee's regular rate of pay shall be paid for all hours worked in excess of 40 hours worked in any one workweek.

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked on the holidays referred to in Article 7, Section 1, of this Agreement, in addition to straight time for the holiday. There shall be no duplication or pyramiding of overtime.

One and one-half (1 ½) times the regular rate of pay shall be paid for all hours worked on the 6th workday and two times (2) the regular rate of pay shall be paid for all hours worked on the 7th workday provided, however, the employee works the normally scheduled workweek (35/40 Hours).

A University observed holiday or any scheduled workday(s) in which the University determines to close a campus (es) shall be counted as hours worked toward the normal scheduled work week in order to be paid at one and one –half times for hours worked. During the first five days of an employee's regular scheduled workweek, overtime shall be paid for hours worked in excess of 40 hours.

Section 3: After the 10th hour of work in one workday, employees shall receive a one-half (1/2) hour paid meal break.

Section 4: All overtime work must be pre-authorized, except that casual overtime, which cannot be pre-authorized, shall be paid for if any employee is directed to continue work beyond the normal departure time.

Section 5: Minimum scheduled work shall be for no less than four (4) hours, for work to be performed on an employee's 6th or 7th unscheduled workday, or on a holiday referred to in Article 7,, Section 1, of the Agreement. It is understood that the University has the right to assign any such employee work within the normal duties throughout the complete time period even where such additional work may be unrelated to the original work, which was the basis for the overtime.

Section 6: Overtime pay shall be paid no more than two (2) weeks after the pay period in which it is earned.

ARTICLE 27
FLEXTIME

Section 1: Employees may, with supervisor approval, adjust the weekly work schedule of daily starting and ending time. However, such adjustment cannot reduce the minimum lunch break provided for in Article 24, Section 1.

Section 2: Employees may, with supervisor approval, operate on winter hours (8:30 AM to 4:30 PM) from the University's resumption of operations between the return from the New Year's holiday until the start of the spring semester.

Section 3: At the discretion of the supervisor, and with the voluntary participation of employees, departments may provide for a four-day workweek at times other than the Summer Schedule provided for in Article 23. Such four-day workweek shall be subject to the following rules:

(a) Participating employees working a 35-hour week would work 8 ¾ hours per day for 4 days with a half-hour break for lunch. The lunch break is mandatory and may not be used to shorten the workday.

(b) A buddy system must be developed so that two employees are cross-trained to fill in for each other. When one buddy is on vacation, leave of absence or other extended absence, the other buddy must return to a five-day workweek to assure coverage. Buddies must be flexible. When one buddy is out of the office the other buddy will need to reschedule their day in order to provide coverage.

(c) Vacation, sick and personal time will be reported in hours. Each day out will be charged at the rate of 8 ¾ hours.

(d) Participating employees may flex their work hours (e.g., between 7:30 a.m. and 8:00 p.m.), with the department's approval.

(e) Days off will be assigned on a rotating basis, changing every 10 weeks, so that everyone has an opportunity for Mondays and Fridays off.

(f) Department heads are responsible for monitoring the program in their departments and assuring that employees comply with the rules of the program.

ARTICLE 28

LAYOFFS AND RECALLS

Section 1: In the event of a reduction of the workforce, the University will lay off the least senior person in the classification affected, within the department, by campus. An affected employee shall have the right to bid for any vacant position in the bargaining unit and be preferred for 6 months over other bidders, provided they are qualified to do the job. In the event that two or more bidders have been

designated for layoff and they bid for the same vacant position, and they are qualified to do the job, the employee with greater seniority as defined in Article 6 shall be awarded the job. The successful bidder shall receive the job rate of the vacant (lower) position or their current salary, whichever is lower. If the vacant position is higher, the provisions of Article 33, Section 5 governs.

Section 2: The University will give no less than thirty days written notice to the employee in the job that is to be vacated, or payment in lieu thereof and simultaneously shall give notice to the Union.

Section 3: The procedure set forth above shall not apply to employees who, as part of their employment, are regularly furloughed throughout their work year, and shall not apply to layoffs of less than thirty (30) days.

Section 4: An employee laid off pursuant to Section 1 above who does not choose to bid on a vacant position or who does not successfully bid on a vacant position is eligible to participate in a salary continuation program consisting of:

(a) two weeks' pay at the employee's current rate for each year of service up to a maximum of twelve (12) weeks' pay.

(b) Continuation of benefits during the salary continuation period (i.e., pension, health and welfare, vacation accrual, and holiday) except temporary disability benefits.

(c) Continuation of the education assistance program described in Article 30 for those already enrolled, plus the following conditions:

(1) completion of the current academic year (the one in which layoff occurs), and

(2) up to the next three academic years, or graduation from the program, whichever occurs first.

(d) The University will mail copies of all bargaining unit job postings to employees laid off for a period of six months after layoff.

ARTICLE 29

TEMPORARY, STUDENT AND SUPERVISORY EMPLOYEES

Section 1: Temporary employees may be used for up to ninety (90) days. Temporary employees covering a specific employee on a leave of absence may be used for up to six (6) months and they shall be terminated upon the return of the employee on leave of absence. Temporary employees are not entitled to benefits such as paid holidays, vacations, paid sick/personal days. However, government mandated benefits apply to temporary employees.

Maximum length of temporary assignment shall not exceed six (6) months. In the event that an employee on leave of absence does not return, the job shall be posted for bidding in accordance with Article 33. A temporary employee does not earn union seniority. If a temporary employee applies for a job vacancy, any experience gained while at the University shall not be considered. Should a temporary employee become a regular employee, the seniority date begins with the effective date of hire into their regular position.

Section 2: Student employees shall not be employed as permanent replacements for regular employees.

Sections 3: Supervisors shall not normally or continuously do unit work except for training purposes or in unusual circumstances.

ARTICLE 30

PHYSICAL EXAMINATION

When an employee is injured on the job and as a result is required by the University's insurance carrier to undergo an examination by its doctor, the employee shall be given reasonable time off from their

regularly scheduled work as required, with straight-time pay, for said examination, and shall be entitled to a mileage allowance from their campus to the doctor's office and back to the campus, at the prevailing University mileage allowance rate. The employee shall not be penalized sick day time for the hours paid above.

ARTICLE 31
EMPLOYEE RECOMMENDATIONS

Section 1: The University agrees that whenever any employee within the bargaining unit, or the Union, recommends someone for employment for a job vacancy within the bargaining unit, such person shall, pursuant to normal and existing University hiring procedures, be given consideration for such job, consistent with the University's legal obligation such as by way of illustration, compliance with its affirmative action program, and consistent with all other requirements of law. Individuals may not be hired into a department where a family member is already employed. Family members are children, parents, siblings, parent-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step children/adopted children.

Section 2: Employees may refer their relatives and friends to the Human Resources Department to apply for posted positions. All referred applicants must compete in an open recruitment and hiring process and must meet the qualifications required by the job for which they are applying.

If both the employee and the referred applicant continue to be employed by the University one year from the first day of the applicant's employment, the employee who made the referral will receive a $50.00(net) payment from the University.

ARTICLE 32

EDUCATIONAL ASSISTANCE PROGRAM

Section 1: All regular employees, after ninety (90) continuous days of employment, shall be eligible for Employee Tuition Grant and, after two years of continuous full-time employment, Tuition Exchange Scholarships, in accordance with the rules and regulations of the University's Educational Assistance Programs.

Section 2: The University offers full tuition grants for undergraduate and graduate study (in accordance with the University's Employee Tuition Grant Policy).

Section 3: Partial tuition grants are extended to all part-time regular employees (in accordance with the University's Employee Tuition Grant Policy), their spouses, and dependent children, as defined by Internal Revenue Service regulations. Partial tuition in the case of the part-time employee is defined as a maximum of four (4) credits per semester and a maximum of nine- (9) credits in one (1) year. Spouses and eligible children of part-time regular employees shall receive a maximum of four (4) credits per semester, with a maximum of nine (9) credits in one (1) year. Part-time employees are granted only one (1) tuition grant per family, whether for self, spouse, or dependent child, in any one- (1) semester.

Section 4: Employees taking advantage of the University's Educational Assistance Program shall, if requested by the University, furnish proof that any dependent taking advantage of the program is, in fact, a dependent of the employee as defined by Internal Revenue Service regulations.

Section 5: Full-time Union members after 2 years of full-time employment are eligible to apply for participation in the Tuition Exchange Program that is made available to other University employees.

Section 6: Union members who retire at age 62 or older with (10) years of service and their spouses may continue to take advantage of the University's Employee Tuition Grant offered to other retired employees.

Section 7: If a full-time employee with 5 years or more continuous full-time service goes on long term disability or dies, their eligible dependents continue to be eligible for Tuition Grant privileges.

Section 8: Professional Development Training. All employees shall be eligible to take audit courses outside the employee's normal work week from a list approved by Human Resources and with the approval of the instructor. Such courses shall be limited to one employee per course.

ARTICLE 33

DISCHARGE

It is hereby agreed that the University has the right to discipline or discharge any employee for just cause. The University agrees to advise the Union of any such discharge or disciplinary suspension and the reasons therefore at the same time, or as soon as possible thereafter.

An employee who has received a disciplinary warning notice shall have such notice expunged from their personnel file provided that, for a period of two (2) years from the date of such notice, the employee has not received any other disciplinary warning notice, or been disciplined in any manner, for the same or a related charge.

ARTICLE 34

MISCELLANEOUS

Section 1: The bargaining unit employee will be paid 24 paychecks per year, on the 15th and the last day of the month.

Section 2: All employees shall be eligible to participate in the Fairleigh Dickinson University Federal Credit Union.

Section 3: Union employees who retire at age 62 or older, with ten (10) years of service may continue to have the same privileges at University fitness centers, computer centers and libraries as other retired University employees.

Section 4: Copies of any changes in University-wide rules, regulation, and policies as contained in the Employee Handbook which relate to the terms and conditions of employment shall be sent to the Union at the same time they are distributed. Whenever practicable to do so, the University shall notify the Union in advance of such changes.

ARTICLE 35

PROMOTIONS AND TRANSFERS

Section 1: Promotion is hereby defined as a move from a lower grade to a higher grade. The University shall fill vacancies from within, to the extent reasonably appropriate, before hiring new employees, provided that employees of the University are available with the necessary qualifications to fill the vacant positions. In addition to the 90-day probation period at the time of hire, there will be a 30-day probation period for promotions and transfers. During the probation period, the employee may go back to their prior position or the supervisor may roll the employee back to their position for unsatisfactory performance. Employees who return to their prior positions shall be granted their previous hours and rate of pay and there shall be no loss in seniority. Employees will be given a current copy of the job description at the time of interview for a promotion or transfer. Any position posted that is over five (5) years old must be re-evaluated. Human Resources is to coordinate with the hiring official to review the job description for accuracy to insure it reflects current duties.

Section 2: Notice of all job vacancies shall be posted for bidding. For any job relocated to another campus where the employee holding the job wishes to move their job, a posting will not be required. If incumbent elects not to transfer with the position, Article 26 prevails. The notice will contain the open and close dates of the posting, which will be inclusive of ten (10) working days. The notice will include

job titles, location, grade and salary, and a brief description of the job duties, including qualifications and necessary skills. Employees who made applications during the ten- (10) day period will be given first consideration of the vacancy. All candidates will be required to complete an online application via the University's employment website by the close of business on the closing date of the posting. If no candidate is chosen from within the University, the University then has the right to employ a person from any source to fill the vacancy.

Section 3: Promotions shall be made on the basis of ability and suitability for the job, and seniority among the employees within the bargaining unit.

In deciding who shall be promoted, ability and suitability shall govern. When ability and suitability are substantially equal, promotion shall be made in accordance with seniority.

An employee who is promoted to a higher grade shall receive the minimum of the new job classification or a fifteen percent (15%) increase whichever is higher.

Section 4: An employee may apply for and receive a transfer to a position of any classification in the same grade, but such a transfer shall be made upon the request of the employee and granted at the discretion of the University. Any employee so transferred shall receive the same salary as in their former position.

Section 5: An employee who is upgraded to a higher job classification shall receive the minimum of the new job classification or a fifteen percent (15%) increase whichever is higher.

Section 6: If an employee is assigned temporary duties and responsibilities of a position with a higher classification because of termination or during the absence of the employee in the higher level position due to personal leave or sick leave, such employee will be paid the minimum of the job classification or a ten percent (10%) increase whichever is higher, commencing on the sixth (6) consecutive workday of that service, where it is determined by the University that such employee is performing the full scope of the duties and responsibilities of the position.

Section 7: Any employee that receives a minimum of 10% or more promotion increase after May 15th of a calendar year, will receive the next progression step increase November 16th of the following calendar year. Any employee that receives a minimum of 15% or more promotion increase before May 15th of a calendar year, will receive the next progression step increase November 16th of the same calendar year.

ARTICLE 36
OPERATIONS CURTAILMENT

Section 1: In the event campus operations are officially curtailed (for a full day or part of a day) by the President or their designee, due to inclement weather such as heavy snowfall or other extraordinary weather conditions, employees scheduled to work will receive their regular pay. Employees pre-designated to work by the President or their designee, will report to work and receive overtime pay for the hours they actually work, in addition to the pay they would have received had they not worked. All other employees who were scheduled to work on-campus will not be expected to come to work and will receive their regular pay. Employees that have a remote or hybrid schedule will be expected to continue to perform duties if the University declares a remote work day. Employees, who are not pre-designated to come to work and do so, will not receive additional pay.

Section 2: When normal campus operations are officially curtailed during a regular workday, only those employees who are specifically authorized to stay on campus and work will receive overtime pay for the hours worked subsequent to the time of the curtailment of normal operations. Employees that are designated as remote or hybrid will be expected to continue to perform duties if the University declares a remote work day.

Section 3: If the University determines, in its sole discretion that situations other than heavy snowfall or other extraordinary weather conditions require curtailment of operations in all or part of any building, employees may be temporarily assigned to perform their work or work of comparable classification in another campus location. If the University determines that this is not practical, the University may excuse

some or all employees for a period of time. Such period shall be without loss of the regular pay they would have received if they had worked.

Excused time shall not apply to employees on leave, sick days, or any other time off, or to any employees not excused by the University.

ARTICLE 37
PERSONNEL FILES

All employees have access to review their personnel folders located in the Office of Human Resources on the Metropolitan Campus and can have copies of the items that they themselves have signed. Employees can review their personnel folder in the presence of a representative from the Human Resources department.

ARTICLE 38
TECHNOLOGICAL CHANGES

It is specifically understood by the Union and the University that no provision to this Agreement shall in any way restrict, confine or deny the right of the University to make technological changes, provided that no employees within the unit qualified to do the work are on layoff or are laid off, and provided further that no regular full-time employee shall be reduced to part-time status as a result thereof.

ARTICLE 39
SUCCESSORS

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

ARTICLE 40

MANAGEMENT RIGHTS

Except as expressly abridged by a specific provision of this Agreement, the University has and reserves all rights of management, including the rights to establish, regulate, determine or modify at any time, levels of employment, to maintain discipline and efficiency of employees, schedule the hours of work, to determine or change methods of operation, to introduce new or modified equipment, the right to hire, promote, discharge or discipline for just cause, direct and assign the work force, and all other matters related to the conduct of its business and the manner in which its business is to be conducted.

ARTICLE 41

FULLY BARGAINED STATEMENT

It is acknowledged that during negotiations, which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Union agrees that the Employer shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement. It is specifically understood that this contract reflects the entire agreement between the parties, and unless a term or condition is specifically set forth herein, or incorporated by reference herein by virtue of the Past Practice clause set forth in Article 22, it shall not constitute a term of condition or employment.

ARTICLE 42

ARTIFICIAL INTELLIGENCE

The University and the Union agree that, notwithstanding any conflicting or inconsistent provision in the Collective Bargaining Agreement to the contrary:

-The Union shall receive ninety (90) days' notice prior to the implementation of technological changes, including artificial intelligence or similar technology, that the University determines will result in job changes or job eliminations within the bargaining unit.

-The University and the Union shall engage in a joint discussion to provide transparency regarding the need for such changes (for a reasonable period, not to exceed the 90-day notice period).

-Where retraining is required for continuing staff because of such technological changes, the University shall provide reasonable retraining to affected employees.

ARTICLE 43
NO STRIKE- NO LOCKOUT

Section 1: The Union agrees on behalf of its members that there shall not be any concerted work stoppages, strikes, sympathy strikes, slowdowns or similar concerted action during the life of the Agreement. Neither the Union nor its officers, agents or representatives shall be liable for any acts of any persons, or of any employees participating in any concerted strike, sympathy strike, work stoppage or slowdown unless such concerted strike, sympathy strike, work stoppages or slowdown has been authorized by the Union. The parties further specifically agree that any concerted strike, sympathy strike, stoppage or slowdown not authorized as herein specified, shall not be deemed a violation of this Agreement on the part of the Union; provided, however, in the event of a concerted strike, sympathy strike, work stoppage or slowdown on the part of any of the Union membership not authorized by the Union, the Union shall promptly take all reasonable steps to terminate the same and shall promptly notify such employee, or employees, and the University, in writing, of its disapproval of such interference with the operation of the University, and shall take steps including, but not limited to, appearances at the site of such interference to effect a prompt discontinuance thereof. Employees encouraging or participating in such an occurrence may be suspended or discharged by the University, the only questions subject to the

grievance procedure in connection with such suspension or discharge being (1) whether or not there was such an occurrence and (2) whether or not suspended or discharged, encouraged or participated therein. The University agrees not to engage in any lockout during the life of this Agreement.

ARTICLE 44
SEPARABILITY

In the event that any provision of this contract, or compliance by the University or the Union with any provision of this Agreement shall constitute a violation of any law, then in such event, such provision, to the extent only that it is in violation, shall be deemed separable from the remaining provisions of the Agreement, which remaining provisions shall be binding on the parties and shall not be affected, provided the original intent and meaning of the remaining provisions are not otherwise affected. When a provision is held to be a violation of any law and is deemed unenforceable, the parties shall meet to renegotiate an agreement on the invalidated provision.

ARTICLE 45
MODIFICATION

Neither the University, the Union, nor any employee or group of employees shall have the right to waive or modify any provisions of this Agreement other than in writing, signed by both parities to this Agreement.

ARTICLE 46
TERM OF AGREEMENT

This Agreement shall take effect when signed by the last party to sign and ratified by the Union and shall remain in effect until 11:59 p.m. on June 30, 2029. Where specified, this Agreement memorializes the parties' agreement to calculate certain wages and benefits to Union employees effective beginning November 16, 2025 (and such provisions shall apply to those employees who were employed by the University in Union positions as of the close of business on November 16, 2025). Any changes from

prior practice set forth herein shall, unless as otherwise expressly set forth, apply prospectively from the date of ratification. It shall remain in full force and effect from year to year thereafter, unless either the University or the Union shall desire to change, modify, or abrogate same, in which event they shall notify the other party in writing sixty (60) days prior to the expiration date of this Agreement. Negotiations shall commence within thirty (30) days of detailed notifications. If such negotiations have not successfully concluded in an agreement by 11:59 p.m. on June 30, 2029, this Agreement shall be deemed to have terminated, unless the parties otherwise agree.

IN WITNESS WHEREOF the parties hereto have by their duly authorized representatives executed this Agreement as of the day and year first above written

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

By: _____

Nicholas Galipeau, ST/Business Manager

FAIRLEIGH DICKINSON UNIVERSITY

By: _____

Rose D'Ambrosio, VP Human Resources

FAIRLEIGH DICKINSON UNIVERSITY

UNION SALARY CARD NONEXEMPT 12 MONTH SALARY SCHEDULE AS OF 11/16/2025

GRADE	35 HOURS ANNUAL MINIMUM	35 HOURS ANNUAL MIDPOINT	35 HOURS ANNUAL MAXIMUM	40 HOURS ANNUAL MINIMUM	40 HOURS ANNUAL MIDPOINT	40 HOURS ANNUAL MAXIMUM	35 HOURS WEEKLY MINIMUM	35 HOURS WEEKLY MIDPOINT	35 HOURS WEEKLY MAXIMUM	40 HOURS WEEKLY MINIMUM	40 HOURS WEEKLY MIDPOINT	40 HOURS WEEKLY MAXIMUM	35 HOURS HOURLY MINIMUM	35 HOURS HOURLY MIDPOINT	35 HOURS HOURLY MAXIMUM
6	$29,866.20	$35,144.20	$38,820.60	$34,132.80	$40,164.80	$44,366.40	$574.35	$675.85	$746.55	$656.40	$772.40	$853.20	$16.41	$19.31	$21.33
8	$34,095.88	$40,112.80	$44,317.00	$38,966.72	$45,843.20	$50,648.00	$655.69	$771.40	$852.25	$749.36	$881.60	$974.00	$18.73	$22.04	$24.35
10	$38,907.05	$45,773.00	$50,577.80	$44,465.20	$52,312.00	$57,803.20	$748.21	$880.25	$972.65	$855.10	$1,006.00	$1,111.60	$21.38	$25.15	$27.79
12	$44,398.90	$52,234.00	$57,712.20	$50,741.60	$59,696.00	$65,956.80	$853.83	$1,004.50	$1,109.85	$975.80	$1,148.00	$1,268.40	$24.40	$28.70	$31.71

11 MONTH ANNUAL SALARY SCHEDULE

GRADE	35 HOURS ANNUAL MINIMUM	35 HOURS ANNUAL MIDPOINT	35 HOURS ANNUAL MAXIMUM	40 HOURS ANNUAL MINIMUM	40 HOURS ANNUAL MIDPOINT	40 HOURS ANNUAL MAXIMUM
6	$27,377.35	$32,215.52	$35,585.55	$31,288.40	$36,817.73	$40,669.20
8	$31,254.56	$36,770.07	$40,623.92	$35,719.49	$42,022.93	$46,427.33
10	$35,664.80	$41,958.58	$46,362.98	$40,759.77	$47,952.67	$52,986.27
12	$40,698.99	$47,881.17	$52,902.85	$46,513.13	$54,721.33	$60,460.40

10 MONTH ANNUAL SALARY SCHEDULE

GRADE	35 HOURS ANNUAL MINIMUM	35 HOURS ANNUAL MIDPOINT	35 HOURS ANNUAL MAXIMUM	40 HOURS ANNUAL MINIMUM	40 HOURS ANNUAL MIDPOINT	40 HOURS ANNUAL MAXIMUM
6	$24,888.50	$29,286.83	$32,350.50	$28,444.00	$33,470.67	$36,972.00
8	$28,413.23	$33,427.33	$36,930.83	$32,472.27	$38,202.67	$42,206.67
10	$32,422.54	$38,144.17	$42,148.17	$37,054.33	$43,593.33	$48,169.33
12	$36,999.08	$43,528.33	$48,093.50	$42,284.67	$49,746.67	$54,964.00

9 MONTH ANNUAL SALARY SCHEDULE

GRADE	35 HOURS ANNUAL MINIMUM	35 HOURS ANNUAL MIDPOINT	35 HOURS ANNUAL MAXIMUM	40 HOURS ANNUAL MINIMUM	40 HOURS ANNUAL MIDPOINT	40 HOURS ANNUAL MAXIMUM
6	$22,399.65	$26,358.15	$29,115.45	$25,599.60	$30,123.60	$33,274.80
8	$25,571.91	$30,084.60	$33,237.75	$29,225.04	$34,382.40	$37,986.00
10	$29,180.29	$34,329.75	$37,933.35	$33,348.90	$39,234.00	$43,352.40
12	$33,299.18	$39,175.50	$43,284.15	$38,056.20	$44,772.00	$49,467.60

X Hrp Ppwg Grade	Grade Minimum	Grade Maximum	Step Eligible	Step 1	Step 2	Step 3	Step 4
6	$29,866.20	$38,820.60	N	$32,104.80	$34,343.40	$36,582.00	$38,820.60
7	$31,914.61	$41,496.00	N	$34,309.96	$36,705.31	$39,100.65	$41,496.00
8	$34,095.88	$44,317.00	Y	$36,651.16	$39,206.44	$41,761.72	$44,317.00
9	$36,416.38	$47,338.20	N	$39,146.84	$41,877.29	$44,607.75	$47,338.20
10	$38,907.05	$50,577.80	N	$41,824.74	$44,742.43	$47,660.11	$50,577.80
11	$41,567.89	$54,035.80	N	$44,684.87	$47,801.85	$50,918.82	$54,035.80
12	$44,398.90	$57,712.20	N	$47,727.23	$51,055.55	$54,383.88	$57,712.20