

MEMORANDUM OF AGREEMENT

Between

RUTGERS UNIVERSITY

And

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, LOCAL 5135

This constitutes the Memorandum of Agreement made and entered into this 11th day of November, 2015, by and between Rutgers University and the Health Professionals and Allied Employees, AFT, AFL-CIO (HPAE).

It is understood and agreed that the Collective Negotiations Agreements covering employees represented by HPAE Local 5135 that was in effect from October 1, 2011 through September 30, 2014 is hereby renewed for the term of October 1, 2014 through June 30, 2018, except as modified by the following Tentative Agreements reached between the parties enumerated below and attached hereto:

1. Preamble
2. Article 2.02 – Union Dues
3. Article 2.03 – Transmission of Dues
4. Article 2.04 – Agency Fee
5. Article 2.05 – Union Representatives
6. Article 2.06 – Bulletin Boards/Mail
7. Article 2.07 – Union Business
8. Article 2.08 – Membership/Seniority Lists
9. Article 3.04 – Labor-Management Committee
10. Article 3.05 – Staffing
11. Article 4.08 – Seniority
12. Article 4.09 – Transfer/Promotion/Reclassification
13. Article 4.10 – Membership/Seniority Lists
14. Article 6.03 – Pay Period
15. Article 7.01 – Holiday Designation
16. Article 7.07 – Vacation Scheduling
17. Article 7.08 – Sick Leave
18. Article 7.13 – Court Appearance
19. Article 9.01 – Health Benefits
20. Article 10.06 – Uniform Allowance
21. Article 11.02 – Employer Obligation
22. Article 13.01 – Discipline: Definition
23. Article 13.02 – Grievance Procedure
24. Article 14 – Non-Discrimination
25. Article 16 – Subject To Language
26. Article 16, 17 – Wages

27. Article 18 - Effective Date and Duration
28. MOA - Rate of Pay/Tuition/Holidays etc.
29. Side Letter - Alternate Work Schedule
30. Side Letter - Non Hostile Work Environment
31. Side Letter - Joint Negotiations
32. Side Letter - Banning
33. Side Letter 6 - Delete
34. MOA - Combining HPAE UCHC Bargaining Units
35. Appendix - Less Than 20 Hour Part-Time Staff Nurses
36. Appendix - UCHC Mental Health Employees
37. Side Letter - UCHC Local Union Representation

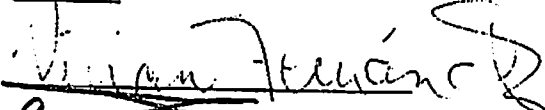

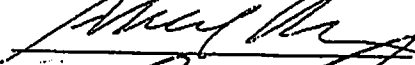

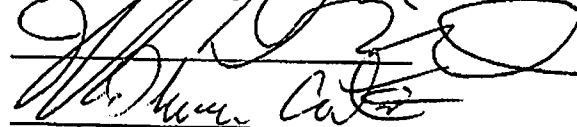
Any language in the parties' 2011-2014 Agreement, including all appendices and side letters, not expressly changed by the attached agreements will remain unchanged in the parties' 2014 - 2018 Agreement.

The Memorandum of Agreement is subject to ratification by the HPAE Local 5135 members and approval by Rutgers University.


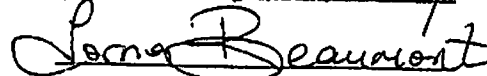

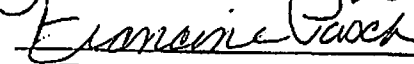


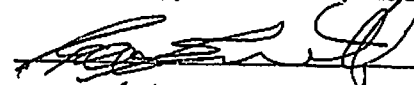

All previously signed tentative agreements shall be incorporated herein by attachment to this document.

All other proposals not listed above, submitted by either party during the course of negotiations are deemed withdrawn or without effect.

RUTGERS

HPAE

Sabrena Brown-Oliver 11.11.15









APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO ARTICLE 16

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

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

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

2. Along with the Notice provided to the HPAE pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
 - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);

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

- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The HPAE may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the HPAE, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the HPAE may file a category one grievance pursuant to paragraph 5 below.
4. The HPAE agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
5. If the parties have not agreed upon measures to address the fiscal emergency, the HPAE may file a Step II grievance under Article 13.02(A)(1) of the Agreement. The grievance shall proceed directly to arbitration under Article 13.02. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds.

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Article 20. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Part Six of this Article, the parties shall mutually agree upon another arbitrator.

Article 16. WAGES (Strike previous wage schedule, modifying language as follows)

The following salary adjustments are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this agreement.

Fiscal Year 2014-2015:

- 1) Effective the first full pay period in October 2014, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2014, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2014, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

Fiscal Year 2015-2016:

- 1) Effective the first full pay period in October 2015, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2015, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2015, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

Fiscal Year 2016-2017:

- 1) Effective the first full pay period in October 2016, the RB scale shall be increased by 1%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2016, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.
- 3) Effective the first full pay period in October 2016, the RH scale will be increased by 1%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

Fiscal Year 2017-2018:

- 1) Effective the first full pay period in October 2017, the RB scale shall be increased by 1.25%, and all Full-Time and Part-Time employees eligible for a step move based upon credited years' experience as of September 30, 2017, shall be moved one step.
- 2) The first full pay period after ratification, all Full-Time RNs on Step 25 will receive a \$1000 lump sum bonus, and Part-Time RNs on Step 25 will receive the lump sum bonus pro-rated.

- 3) Effective the first full pay period in October 2017, the RH scale will be increased by 1.25%. No step movement.
- 4) To be eligible for any of the above increases, a unit member must be on the Rutgers payroll on the date of payments.

Any RN currently placed on the RH scale who is eligible to be moved to the RB scale can apply at any time to transfer from the RH to the RB scale. No one shall suffer a reduction in pay as a result of being moved from the RH to RB scale.

Guidelines for the placement of current staff or new hires on attached salary scale based on experience will be as follows:

***Only documented experience may be credited.**

***Full time experience within the United States shall be credited on a year for year basis with no cap.**

*** Part time experience shall be credited on a 2 for 1 basis (i.e. 2 years part time experience equals 1 year of credit).**

***Per diem and Agency work experience will not be credited except that at the sole discretion of the University a review of such experience may be conducted and credit assigned after consideration of the amount and type of experience involved.**

***Foreign nursing experience will be credited on a 1 for 1 basis. There shall be a cap of 13 years credit for foreign experience.**

***Full time experience as an LPN shall be credited on a 2 for 1 basis. Part time experience as an LPN shall be credited on a 4 for 1 basis. There shall be a cap of 5 years on credit which may be attributed to LPN experience.**

***Experience accrued prior to a three (3) year break in nursing practice will not be credited unless the applicant has a minimum of eighteen (18) months of nursing practice after the cessation of the three (3) year break**

***Experience Definition:**

Such experience shall include all UMDNJ and Rutgers experience as well as all experience, except as limited above, in the following:

- a) Acute Care Hospitals
- b) Long Term Care Facilities
- c) Public Health/Correctional Facilities
- d) Home Health
- e) Mental Health Facilities
- f) Doctor's offices if such experience is directly related. The determination if such other experience is related will be made by the University.
- g) Such other experience as the Chief Nursing Officer or his/her organizational counterpart may deem appropriate in his/her sole discretion.

Wages Staff Nurse Per Diem

Modify article as follows:

Fiscal Year 2015 – 2016

Effective 30 days after ratification, the Per Diem rates will be increased by 2%

Fiscal Year 2016 – 2017

Effective the first full pay period of October 2016, the Per Diem rates will be increased by 1%

Fiscal Year 2017 – 2018

Effective the first full pay period of October 2017, the Per Diem rates will be increased by 1.25%

~~As of the first full pay period after October 1, 2009, The rate for per diem staff nurses in UCHC Medical Services Division will be \$37.50 per hour.~~

	Fiscal Year 2015 – 2016	Fiscal Year 2016 – 2017	Fiscal Year 2017 – 2018
Day Shift	<u>\$38.25</u>	<u>\$38.63</u>	<u>\$39.11</u>

~~As of the first full pay period after October 1, 2009, Per Diem Staff Nurses in UCHC Medical Services Division will be paid a shift differential of \$2.50 per hour for evening and night shifts. The shift differential will be paid for complete shifts only where the majority of hours are worked after 3 pm and before 6 am.~~

Sign-On and Referral Bonuses:

The use of Sign-On and Referral Bonuses is at the discretion of the University. If the University chooses to pay either a Sign-On or Referral Bonus they shall be:

- a) Sign-On Bonus for a new employee - \$1000 at time of hire, and \$1,000 at completion of probation
- b) Referral bonus for incumbent employee - \$500 at time of hire of new employee who is referred by an incumbent employee, and \$500 at completion of employee's probation.

Article 17 - ADVANCED PRACTICE NURSES WAGES AND BENEFITS

(Strike previous wage schedule, modify as follows)

Fiscal Year 2014 – 2015

- 1) Effective the first full pay period in October 2014, the RS scale (APNs) shall be increased by 2%.

Minimum \$91,104

Midpoint \$101,823

Maximum \$112,541

Fiscal Year 2015 – 2016

- 2) Effective the first full pay period in October 2015, the RS scale (APNs) shall be increased by 2%.

Minimum \$92,926

Midpoint \$103,859

Maximum \$114,792

Fiscal Year 2016 – 2017

- 3) Effective the first full pay period in October 2016, the RS scale (APNs) shall be increased by 2%.

Minimum \$94,785

Midpoint \$105,936

Maximum \$117,088

Fiscal Year 2017 – 2018

- 4) Effective the first full pay period in October 2017, the RS scale (APNs) shall be increased by 2.25%.

Minimum \$96,918

Midpoint \$108,320

Maximum \$119,722

Conference Days

APNs are eligible for 5 conference days per year.

Compensatory Day:

An Advanced Practice Nurse (APN) who works a "full day" beyond his/her regular work week shall be granted a Comp Day for said day worked provided that the APN notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor's prior approval to do so. For the purpose of this provision, a "full day" shall be defined as the employee's regular daily hours of work. Comp Days may not be earned fractionally.

Comp days must be used prior to vacation and float holidays, and by the end of the quarter following the quarter in which they were earned.

Article 18. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated shall be effective on October 1, ~~2011~~2014 and shall remain in effect through ~~September 30, 2014~~, June 30, 2018.

This Agreement shall remain in full force and effect from the date of execution thereof through ~~September 30, 2014~~June 30, 2018. Henceforth, an Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than six months prior to the expiration date. Official notice to the University shall be made by addressing the Vice President for Human Resources. Official notice to HPAE shall be made by addressing the President of HPAE.

MEMORANDUM OF AGREEMENT

- A. When systematically feasible by Rutgers, the daily rate of pay shall be based on the actual number of work days in the Rutgers' fiscal year.
- B. When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday;
- C. When systematically feasible by Rutgers, the payroll projection shall be eliminated for an employee hired into the Local 5135 unit on or after the ratification of this Agreement by the parties.
- D. The parties agree to use the Rutgers' calendar, which is fiscal year based and runs from July 1 to June 30. On July 1, 2015, HPAE Local 5135 unit members will be credited with the paid leave days to which they are entitled pursuant to paragraph F of this MOA for the July 1, 2015 through June 30, 2016 fiscal year. HPAE Local 5135 unit members will have until June 30, 2016 to use all floating holidays (to be re-designated as Administrative Leave Days) in their leave banks on June 30, 2015 and to use the additional six paid leave days they will receive in FY 2016 pursuant to paragraph F below. The vacation carry-over limits will be applied effective July 1, 2016, for all days earned between January 1, 2015 and June 30, 2016.
- E. Effective upon ratification, the paid holiday schedule for HPAE Local 5135 unit members shall be comprised of Eight (8) Holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas.
- F. For FY16 (July 1, 2015 – June 30, 2016), employees in HPAE Local 5135 positions will receive 6 additional leave days that will be available through June 30, 2016. This will be in addition to the 6 Floating Holidays they have already received for calendar year 2015. Employees will therefore have 12 leave days to be used over the 18 months from January 1, 2015 through June 30, 2016. The additional 6 Leave days will be designated as follows: (a) 2 Personal Days (PH) and (b) 4 Mandatory Leave Days (ML) to be received in November 2015. Current float days will be designated as Administrative Leave Days. Beginning FY17

(July 1, 2016 – June 30, 2017), employees in Local 5135 positions will receive 9 days designated as follows: (a) 2 Personal Days (PH); (b) 4 Mandatory Leave Days (ML) received in November; (c) 3 Administrative Leave Days (AL). Such paid days must be used in the same fiscal year as they were received and are not eligible for payout upon separation.

- G. Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the University, during the designation of the four Mandatory Leave Days referenced in paragraph F above.
- H. Employees working in facilities/work units referenced in G above will not lose the four paid Mandatory Leave days even if their facility/work unit does not close. Rather they will be permitted to take the Mandatory Leave days or a personal day either on the same dates that Rutgers closes or some other date at the mutual agreement of the employee and their supervisor. Such paid Mandatory Leave days must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers. If operationally feasible, essential employees who request the use of a Mandatory Leave day on the shutdown day(s), referenced in G above, shall have them granted in seniority order. Such requests shall not be unreasonably denied.
- I. Effective upon ratification of this Agreement, the Attendance Control Policy set forth in Policy 60.9.10 (UMDNJ Legacy), shall not be applied to Local 5135 unit members.
- J. Employees with oral counseling and written reprimands issued for violations of the UMDNJ Legacy Attendance Control Policy (Policy 60.9.10) will have their oral counseling and written reprimands expunged upon ratification of this Agreement. Employees with suspensions issued pursuant to violations of the Attendance Control Policy (Policy 60.9.10) will have their suspensions expunged provided they remain discipline free for a period of one (1) year from the date of ratification of this Agreement. All pending charges for violations of the Attendance Control Policy (Policy 60.9.10) that were issued more than 6 months prior to the date of ratification and have not been subject to a hearing before a representative of the Rutgers' Human Resources Department or if a hearing has taken place and Human Resources has yet to issue a decision, shall be dismissed with prejudice. All other pending charges for

violations of the Attendance Control Policy must be heard by Human Resources within 60 calendar days of the date of ratification or they shall be dismissed with prejudice.

- K. Effective upon ratification, and beginning the Spring Semester 2016, dependent children of HPAE Local 5135 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.

HPAE LOCAL 5135

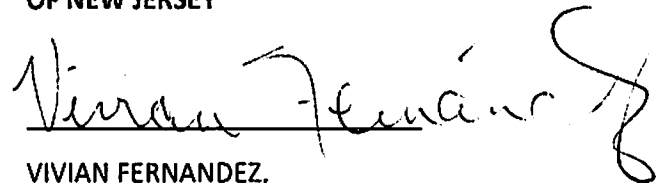


SABRINA BROWN-OLIVER

PRESIDENT

Dated: 11.11.15

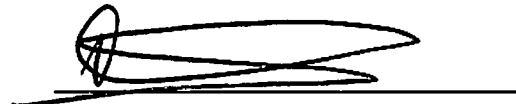
**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**



VIVIAN FERNANDEZ,

VICE PRESIDENT for FACULTY STAFF RESOURCES

Dated:

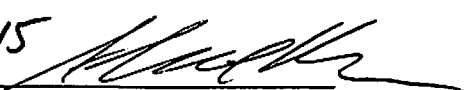


HARRY AGNOSTAK,

ASSOCIATE VP,

HUMAN RESOURCES

Dated:

11-17-15 

ABDEL KANAN,

DIR. LABOR RELATIONS, RBHS

Dated: 11/17/15

Union Proposal 24 - Counter to Rutgers Proposal 23 - Article 9.01 Health Benefits

9.01 Health Benefits (replace entire paragraph with the following)

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of the Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 30, 2014.

Union Proposal 8 – Version 2

4.10 Membership/Seniority Lists:

Renumber, reformat and modify as follows:

2.08 Membership/Seniority Lists:

The University shall maintain a union data library which shall contain the following information about members of the bargaining unit:

- | | |
|---|---|
| 1. <u>name</u> | 9. <u>salary table</u> |
| 2. <u>university ID</u> | 10. <u>grade</u> |
| 3. <u>job title</u> | 11. <u>step</u> |
| 4. <u>current university date of hire</u> | 12. <u>hours per pay period</u> |
| 5. <u>unit/school</u> | 13. <u>hourly rate</u> |
| 6. <u>department</u> | 14. <u>annual salary</u> |
| 7. <u>campus</u> | 15. <u>home address</u> |
| 8. <u>classification description (FT, PT, PD, exempt or non-exempt, bi-weekly standard hours)</u> | 16. <u>UMDNJ Rutgers email address</u> |
| | 17. <u>Union membership status</u> |

Access to the union library will be limited to a person(s) designated by the union and agreed to with the Director of Labor Relations or his designee.

The University shall maintain a listing of employee separations in the union data library which shall be updated monthly. This list will include: name, University ID, campus, title, hire date, separation date, unit, and salary table. All information the University is required to provide will be provided in Microsoft Excel format.

When the University's payroll and data management systems acquire the capability, the University will also supply to the Union the following additional data for each bargaining unit member:

- | | |
|--|-----------------------------|
| 1. <u>Facility address</u> | 6. <u>Leave Status</u> |
| 2. <u>Work phone extension</u> | 7. <u>Retirement Date</u> |
| 3. <u>Employee's office /room number</u> | 8. <u>Home phone number</u> |
| 4. <u>Gender</u> | 9. <u>Retirement Status</u> |
| 5. <u>Layoff Status</u> | |

Union Proposal 5 Version 2

2.03 Transmission of Dues:

Modify as follows:

Dues or agency fees and initiation fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of employees ~~included, the amount deducted, hours worked, and the gross pay including:~~ Last Name, First Name, Social Security Number, Employee Identification Number, Status (FT, PT, Per Diem), Actual Hours Worked, Base Rate, HPAE Dues deducted, Initiation Fee, COPE deduction, Agency Fee or Member Status. The University shall also provide Gross Pay (applicable gross used to calculate dues) when operationally feasible. Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change. This information shall be available on-line for access by designated Union Officers. On-line access will allow for information to be downloaded in Excel format.

Union Counter Proposal to Rutgers4 – Article 2.04 Agency Fee

Modify Article 2.04 as follows:

2.04 Agency Fee:

Insert new paragraph after paragraph 7:

In the event the University deducts more agency fee than they should from a staff member, the University will reimburse the individual and then deduct that amount from the next dues check to the Union. In the event the University deducts less of an agency fee than they should, the University will correct the error in the next cycle and make the Union whole in the next dues check.

Union Proposal 6 - 2.05 Union Representation – Version 4

3. Union Proposal 6 — Version 6

2.05 Union Representation

Modify paragraph four as follows:

It is agreed that the Union will appoint or elect ~~up to thirteen (13) representatives, with no more than one (1) representative at any single~~ one representative per UCHC work site, and up to five (5) officers who will be recognized by the University in their defined authority to act for the Union. The names of these representatives and officers will be provided to the Office of Human Resources and updated within thirty (30) days of any change.

2.07 Union Business

Modify first paragraph as follows, rest of article remains the same:

The University agrees to provide leave of absence at the regular rate of pay equal to the length of the employees regular work shift for officers and representatives of the Union to attend Union activities. The Union shall have the right to designate any Union officer and any representative (President, Secretary, Treasurer, ~~or~~ Grievance Chair, Committee Chair or Union Representative) for such leaves of absence. A total of ~~eight (8)~~ ten (10) days of such leave in the aggregate may be used each year of this Agreement.

Union Proposal 7 - Version 4

2.07 Union Business

Insert new paragraphs at the end of section:

The University shall grant unpaid leave without the payment or the accrual of benefits for one bargaining unit employee at a time who becomes an HPAE officer or employee. Seniority shall continue to accrue during such leave.

Such employees maybe reemployed by Rutgers to their position, if a position is vacant at the time of application to return to Rutgers' employment, or to a similar vacant position, providing that their absence does not exceed one (1) year and application is made within thirty (30) calendar days immediately following separation from union office/union employment.

Rutgers Proposal 6 – 2.06 Bulletin Boards – Union Counter

Union agrees to language change only:

2nd paragraph delete “Director of Human Resources Services”

Union Proposal 21 - Version 2 – As modified 11/26/14

Article 3.04 – LABOR-MANAGEMENT COMMITTEE

Add the following paragraph to Article 3.04 as follows:

Upon mutual agreement, when any agenda item for a Labor-Management Committee Meeting is relevant to more than one HPAE bargaining unit, the University will agree to meet jointly with representatives of the relevant HPAE bargaining units.

Union Proposal 22 - Version 5

Add new article as follows:

Article 3.05 Staffing

The Union and the University agree that staffing needs fluctuate over time and are influenced by many factors. These include, but are not limited to, clinical factors such as patient acuity levels as well as administrative factors such as staffing provisions within the University's contracts with various governmental agencies. Caseload and staffing concerns will be placed on the agenda for the Labor-Management Committee.

The University will make available information that will show daily staffing levels which will be reviewed by the Labor-Management Committee on a quarterly basis.

Union 37 – 4.08 Seniority -Version 2

Modify as follows:

4.08 Seniority:

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time employees upon the successful completion of their initial probationary period. Per Diem employees shall accrue seniority within their job classification. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.

2. Loss of Seniority: An employee's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.

On a one-time basis, if an employee with 5 or more years of seniority is hired as a full- or part-time employee, then becomes a per diem employee, but returns to full- or part-time status within a year, he/she shall retain his/her original date of hire as a full-or part-time employee.

3. Layoff: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations, reorganization, or closure of a unit/department/facility. Seniority will prevail on call backs within one (1) year from layoff.

The University will notify the Union as soon as possible, of any anticipated changes in the status of any contracts or agreements between the University and the Department of Corrections or Juvenile Justice Commission that may result in layoff of bargaining unit employees.

A regular employee affected by a layoff may fill a vacancy or exercise bumping rights within his/her job title, or to the immediate prior job title, within his/her region, provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

The regions within UCHC which are in effect for layoff and bumping rights are:

Northern Facilities: ADTC, East Jersey, Edna Mahan, Mountainview, Northern State, SVP units

Central Facilities: NJ State Prison, CRAF, AC Wagner, Garden State, Mid State

Southern Facilities: Southwoods, Bayside, Southern State

Juvenile Justice Commission: All JJC Facilities together constitute a single region

The layoff of regular full and part time staff from a specific facility will not occur unless regularly assigned agency nurses and per diem nurses in the work unit/department are ~~not regularly assigned and will not be used to replace regular Full and Part time staff.~~ first eliminated.

The University agrees to meet with the Union at least 5 business days, except in case of emergency, in advance of any notice of layoff of bargaining unit employees greater than five (5) in a single region. The purpose of the meeting is to discuss the pending layoff situation and consider alternatives to layoff. At that meeting the Union is free to set forth its position on the pending layoff.

A layoff shall be affected in the following manner:

- a) Filling a vacancy within the appropriate region as specified
- b) Bumping within the appropriate region as specified

The Layoff Procedure shall be as follows:

When an individual is identified for lay off, the staff member will follow the process below:

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the same prison. No probationary period for employees. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered a vacancy in his/her current title within his/her region as identified above. Ninety day probationary period, with a possible ninety day extension, if the employee is going from a prison with no infirmary to one with an infirmary. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list.
- c. Third, if a vacancy pursuant to "a" or "b" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's current title at any prison University-wide. Ninety day probationary period, with a possible ninety day extension, if the employee is going from a prison with no infirmary to one with an infirmary. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "d" below.
- d. Fourth, if the employee is not placed in a vacancy pursuant to "a", "b" or "c" above, the employee may bump the least senior employee in his/her current title within the same prison. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "e" below. Ninety day probationary period, with a possible ninety day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.
- e. Fifth, if the opportunity to bump is not available pursuant to "d" above, the employee may bump the least senior employee in his/her current HPAE title within his/her region. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Ninety day probationary period, with a possible ninety day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.

Within the assigned facility, regular employees shall not be laid off before temporary employees.

The University will provide a minimum of ~~twenty one (21)~~ twenty eight (28) days notice of layoff to any regular employee to be affected.

Upon request, a Union representative may be present when an employee is discussing vacancies and bumping opportunities with a University representative. The purpose of the Union representative's presence is to advise employees with respect to questions arising out of the process.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail or fax, within seventy two (72) hours of the employee's receipt of the layoff notice.

Under no circumstance will an HPAE bargaining unit employee be bumped (laid off) from their position by a non-HPAE bargaining unit employee.

Union Proposal 13 –Alternate Work Schedules - Version 3

Create side letter as follows:

An employee may request an alternate work schedule in order to take a credit carrying course at an accredited institution of higher education, or another professional course carrying continuing education units per semester (Fall, Spring and Summer) during the work day. Any such request shall not be unreasonably denied. The provisions of this side letter are not subject to the grievance procedure.

Rutgers Proposal 18 – 6.03 Pay Period – UNION AGREES WITH MODIFIED LANGUAGE BELOW

Modify as follows:

Frequency of payment will continue as heretofore.

Employees ~~may opt for~~ will be required to have their paychecks directly deposited ~~of their paycheck~~ into their personal bank account. Pay stubs are available to all employees online at ~~my.umdj.edu~~ my.rutgers.edu.

When an error in pay has been made, and the error is due to ~~UMDNJ~~ Rutgers Payroll Department's error, the University will issue a check with the correction within three (3) Payroll Department work days of notification of error, with proper deductions.

Union Proposal 14

7.01 Holiday Designation:

Modify last paragraph as follows:

Employees, absent compelling documentation of illness or emergency, who call off on the scheduled day within ~~forty-eight (48)~~ twenty-four (24) hours before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

Union Proposal 15 - Version 2 - 7.08 Sick Leave Entitlement and Amount - Counter to Rutgers 21

Sick Leave : Entitlement and Amount: 7.08

(Strike Paragraph 4 and letters A-E. Insert new language below. All other portions of Section 7.08 to remain the same.)

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

The University shall provide the Union with an annual statement of donation and usage transactions related to the donated leave bank. The statement will include the following bargaining unit data: number of people donating accrued time; number of days donated; number of people requesting leave; number of requests granted.

Union Proposal 28 – Version 2

10.06 Uniform Allowance

Modify as follows:

If the University requires employees represented by HPAE 5135 to wear uniforms, and does not provide those uniforms, the employees will be paid a Uniform Allowance as negotiated for each year listed.

Uniform Allowance for September 1, ~~2011-2012~~ 2014 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for September 1, ~~2011-2012~~ 2014 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for September 1, ~~2011-2012-2013~~ 2015 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for September 1, ~~2011-2012-2013~~ 2015 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for July 1st, 2016 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for July 1st, 2016 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

Uniform Allowance for July 1st, 2017 will be \$150 for regular full time bargaining unit employees.

Uniform Allowance for July 1st, 2017 will be \$75 for regular part time (20 hrs or more per week) bargaining unit employees.

To be eligible to receive the Uniform Allowance payment, an employee must have successfully completed the initial probationary period by ~~September 1st~~ July 1st of the years cited.

Union Proposal 29 – 11.02 Employer Obligation – Version 3

Modify article as follows:

UHC will collaborate with its staff, the Department of Corrections, and the Juvenile Justice Commission, in order to provide adequate and regularly maintained sanitary facilities. Employees will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.

Within the guidelines of the Department of Corrections and the Juvenile Justice Commission, the University shall make reasonable provisions for the safety and health of its employees and will observe all applicable health and safety laws and regulations. The University will provide safety devices for employees when deemed appropriate by the University or as required by law and will provide a reasonably safe and healthy place of employment.

An employee must report incidents of unsafe and/or unhealthy conditions to his/her supervisor immediately

The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit employees.

The University will also notify the Union in cases where on-going health and safety hazards which may effect the HPAE Union membership are discovered.

The University and HPAE agree to discuss problems concerning health and safety in the regularly scheduled Labor-Management meetings.

Union Proposal 30 – Version 4

Create new side letter as follows:

Non-Hostile Work Environment

The University and the Union agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled. It is therefore agreed that verbal harassment of an employee or a supervisor is inappropriate and unacceptable. Employees may report issues to the Office of Employment Equity through the use of the University Hotline. Issues not addressed by the Office of Employment Equity may be addressed with the Office of Labor Relations in a conference meeting. Nothing contained with this side letter is subject to arbitration.

Union Proposal 19 – Version 4

Create new side letter as follows:

In the event a bargaining unit employee is banned from one, or more than one, facility by either the Department of Corrections or Juvenile Justice Commission, when available and upon request, the University will provide the Union any and all official DOC or JJC documentation related to the banning.

Employer Proposal 28 - Union Counter

13.02 Grievance Procedure

Modify Step 2 Section E, paragraph 2 as follows:

Discipline that is grieved in accordance with Step One of the grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination until the grieved discipline has been resolved through Step Two. Grieved discipline shall be considered resolved through Step Two after the ~~Vice President of Human Resources~~Vice President for Faculty and Staff Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed

Union Proposal 32

Article 14 NON-DISCRIMINATION

Modify article as follows:

Neither the University nor the Union will discriminate against any employee or applicant for employment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, religion, sex, gender identity and expression, pregnancy, physical or mental disability, marital status, civil union or domestic partnerships, sexual orientation, age, genetic information, or liability for service in the Armed Forces of the United States of America~~military or veteran status~~. Neither the University nor the Union will discriminate against any employee because the employee is or is not a member of the Union, or because the employee has filed any complaints or grievances with the University or the Union.

Union Proposal 20 - Version 2

Create new Side Letter as follows:

Upon mutual agreement, the Union and the University may chose to negotiate over a limited number of agreed upon contract issues for a successor contract with representatives of two or more HPAA bargaining units.

The following proposals are officially withdrawn:

Rutgers

Rutgers 2 - 2.01 Recognition

Rutgers 4- 2.04 - Agency Fee

Rutgers 5 - 2.05 Union Reps, Rights, Resp.

Rutgers 6 - 2.06 Bulletin Boards (Union agrees to language change only, Rutgers withdraws rest of proposal)

Rutgers 7 - 2.07 Union Business

Rutgers 8 - 3.02 Staff Development

Rutgers 11 - 4.05 Change in Status or Class.

Rutgers 12 - 4.08 Seniority

Rutgers 15 - 4.11 Subcontracting

Rutgers 16 - 5.06 Weekend Rotation

Rutgers 19 - 7.03 Vacation Amount

Rutgers 21 - 7.08 Sick Leave Entitlement

Rutgers 26 - 10.01 Terminal Benefits

Rutgers 28 - 13.02 Grievance Procedure

(Union agrees to language change only,

Rutgers withdraws rest of proposal)

Union

Union 3 - 2.01 Recognition

Union 35 - 3.03 Appointment to Position

Union 11 - 4.06 Probation

Union 12 - 4.08 Seniority

Union 23 - 4.11 Subcontracting

Union 38 - 4.12 Reassignment

Union 39 - 5.05 - Overtime Work

Union 16 - 7.10 - Bereavement

Union 17 - 8.02 Leaves of Absence

Union 25 - 10.01 Terminal Benefits

Union 40 – 10.08 Education Differential

Rutgers University

&

Health Professionals & Allied Employees, AFT, AFL-CIO

As settlement of PERC Docket No. CO-2014-278, Rutgers and HPAE 5135 agree to the following terms:

- 1) Rutgers agrees that (upon conclusion of negotiations) one day per month will be set aside for HPAE 5135 to hear grievances. This will be a standing day (e.g., third Thursday of each month) and if not needed, will be cancelled.**
- 2) In the event that a hearing officer had substantial involvement with a case prior to it being grieved, that hearing officer will recuse him/herself (prior to the hearing) and a suitable alternate shall be selected by Rutgers.**

For the Union:

Sabrina Brown Allen

For Rutgers:

[Signature]

**Memorandum of Agreement between the Health Professionals and Allied Employees, AFT/ AFL-CIO
and Rutgers University regarding the combining of HPAE UCHC Bargaining Units**

Whereas, the Health Professionals and Allied Employees, AFT/ AFL-CIO (herein "Union") is recognized as the sole and exclusive bargaining agent of four separate bargaining units of employees of Rutgers University who are employed by the Mental Health or Medical Health Divisions of University Correctional Health Care (UCHC); and

Whereas, the Union and the University agree that a strong community of interest is shared among all four bargaining units of non-supervisory registered nurses in the University Correctional Health Care (UCHC) Operating Unit;

The parties hereby agree as follows:

1. The "effective date" of this MOA shall be the date this MOA is ratified by HPAE Locals 5089 and 5135.
2. On the effective date of this MOA, the Union and the University agree to combine all existing Rutgers University Correctional Health Care (UCHC) bargaining unit registered nurses represented by HPAE into one bargaining unit inclusive of: (a) Mental Health Services Staff Nurses and APNs; (b) Medical Health Services Staff Nurses and APNs; (c) Mental Health Services Less-Than-20 Hour Part-Time Staff Nurses; and (d) Medical Health Services Less-Than-20 Hour Part-Time Staff Nurses.
3. No employee will have their wage or salary reduced as a result of this MOA. All differentials, certification pay, bonuses and other forms of compensation will remain in effect unless otherwise stipulated in this MOA or until such time as new or revised agreements are reached.
4. As of the effective date of this MOA, all employees in 2(a) and 2(b) above, who are employed in the Mental Health and Medical Health Services Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement, except that employees in 2(a) hired prior to the effective date of this MOA shall upon combining of the bargaining units retain all of their seniority, rights, benefits and terms and conditions of employment under their previous collective negotiations agreements unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached. Where such terms and conditions may substantively differ in the Local 5135 collective negotiations agreement, such terms and conditions shall be incorporated into a separate appendix of the Local 5135 agreement.
5. All UCHC Mental Health Staff Nurses currently on the UB Wage Scale (including less-than-20 hour part-time staff nurses) shall remain on the UB Scale and continue to receive all adjustments and increases received by other Staff Nurses on the UB Scale in their former bargaining unit, unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached. All per diem UCHC Mental Health Staff Nurses hired before the effective date of this MOA shall continue to be paid the same per diem rate. All APNs currently on the US Salary Scale will remain on the US Scale and continue to receive all adjustments and increases received by other APNs on the

US Scale in their former bargaining unit, unless otherwise stipulated in this agreement or until such time as new or revised agreements are reached.

6. On or after the effective date of this MOA: (a) all Staff Nurses hired into a position in either the Mental Health or Medical Health Division will be placed on the RB Wage Scale with all credited experience in accordance with the guidelines in Article 16 of the Local 5135 agreement; (b) all per diem Staff Nurses hired into a position in either the Mental Health or Medical Health Division will be paid the per diem rate specified in Article 16 of the Local 5135 agreement; and (c) all APNs hired into a position in either the Mental Health or Medical Health Division will be placed on the RS Salary Scale in accordance with Article 17 of the Local 5135 agreement. This provision shall not apply to the transfer or recall of employees hired prior to the effective date of this MOA.
7. All Staff Nurses and APNs hired on or after the effective date of this MOA into positions in the Mental Health or Medical Health Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement and by any successor collective negotiations agreement, unless the parties agree otherwise.
8. All current practices and procedures regarding the temporary reassignment of staff nurses between divisions shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached.
9. There will be no layoffs as a direct result of the implementation of this MOA.
10. University seniority will continue to prevail in the event a layoff does occur due to lack of work or reductions due to economic considerations. Employees whose positions are eliminated as the result of a layoff may only bump a less senior employee within the same division.
11. The Union may appoint or elect one additional union representative for each facility within the Mental Health Division (SWSP, NJSP, NSP and EMCF).
12. The Union may utilize one additional paid union day for Union Officers and four additional unpaid union days for the exclusive use of Union Officers or Representatives within the Mental Health Division to conduct authorized union business.
13. Wages, benefits and terms and conditions of employment for less-than-twenty hour part-time staff nurses in sections 2(c) and 2(d) above shall be defined in Appendix [TBD] of the Local 5135 collective bargaining agreement.

FOR THE UNION

Shironda B. Brown-Alvira

FOR THE UNIVERSITY

[Signature]

DATE:

11.11.15

DATE:

11/17/15

Appendix [TBD]

Less-Than-20 Hour Part-time Staff Nurses:

Effective upon ratification, Less-than-20 hour part-time staff nurses who are employed in the Mental Health and Medical Health Services Divisions of UCHC shall be covered by the Local 5135 collective negotiations agreement, but are not eligible for benefits unless specifically provided for in this appendix. The provisions of the Local 5135 collective negotiations agreement that apply to less-than-20 hour part-time staff nurses include, but are not limited to the following:

- a. Less-than-20 hour part-time staff nurses are eligible for the wage schedule and subject to the guidelines in Article 16 of the Local 5135 collective negotiations agreement. Any applicable differentials and wage augmentations shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached by the parties. Notwithstanding the above, less-than-20 hour part-time staff nurses in the Mental Health Division hired prior to the ratification of this agreement shall be compensated in accordance with Section 5 of the Memorandum of Agreement Regarding the Combining of HPAE UCHC Bargaining Units dated [date].
- b. Less-than-20 hour part-time staff nurses are entitled to the just cause, discipline, grievance and arbitration procedures set forth in Article 13 of the Local 5135 collective negotiations agreement.
- c. In the event of a layoff, if no vacancy is available, a less-than-20 hour part-time staff nurse may only bump the least senior less-than-20 hour part-time staff nurse in accordance with Article 4.08 of the Local 5135 collective negotiations agreement.
- d. Terms and conditions of employment for less-than-20 hour part-time staff nurses shall remain status quo unless specifically modified herein or until such time as new or revised agreements are reached by the parties.

Appendix [TBD]

UCHC Mental Health employees hired prior to [Date]

For all full-time, regular part-time, and per diem Staff Nurses; and all full-time and regular part-time Advanced Practice Nurses employed in the Mental Health Division of UCHC hired prior to [effective date], the following provisions of the Local 5089 collective negotiations agreement shall continue to remain status quo until such time as new or revised agreements are reached. All other provisions of the Local 5135 collective negotiations agreement are equal and any additional differences are deemed to be non-substantive in nature or not applicable.

3.02 - Staff Development Programs

4.05 - Weekend Per Diem

4.09 - Seniority

5.05 - Overtime Work: Scheduling

5.06 - Weekend Rotation

10.03 - Shift Differential

10.04 - Charge Nurse Differential

10.05 - Education Differential

10.07 - On- Call

10.09 - Clothing Allowance

10.10 - Preceptor Pay

10.11 - Floating

17.00 - Staff Nurses and Staff Nurse Per Diem Wages

20.00 - Advanced Practice Nurses Wages and Benefits

Side Letter

The responsibility for the local union representation of the combined bargaining units referenced in the Memorandum of Agreement between the Health Professionals and Allied Employees, AFT/ AFL-CIO and Rutgers University regarding the combining of HPAE UCHC Bargaining Units unit shall be determined by HPAE. It is the intent of the Union to seek a reorganization of our Local Unions at the University, however until that time, it is understood that representation may be shared by more than one local union.

HPAE Local 5135 and Rutgers University - TENTATIVE AGREEMENT

November 26th, 2014

Union Proposal 1

PREAMBLE

Modify as follows:

This Agreement is effective October 1, ~~2011~~ 2014, and is made between the ~~University of Medicine and Dentistry of New Jersey, 65 Bergen Street, Newark, New Jersey, 07107~~ Rutgers, The State University of New Jersey (hereinafter called "University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").

All additional references to "University of Medicine and Dentistry of New Jersey" will be changed to "Rutgers, The State University of New Jersey." All additional references to "UMDNJ" will be changed to "Rutgers."

For the Union:

Sabrina R. Brown Oliver
Quinn Clark
Barbara Barath
Edith A. Feldman
Baron Kimball
Bar HPAE
Quinn Johnson
Eravene Pasch
Jerome Anderson
Barbara Feldman

For Rutgers:

Michael Hays
Barbara Kimball
Phyllis Coe

Union Proposal 4 (Version 3)

2.02 Union Dues

Modify as follows:

The University agrees to deduct from the regular paycheck of employees included in the bargaining unit, dues for the Union, provided that the employee authorizes such deduction in writing in proper form to the local Human Resources Office.

The University shall make Union dues deductions from a new employee in the pay period next following the ninety (90) days after the employee's date of hire.

in HPAE Union dues deductions from any employee in the bargaining unit shall be limited to the Union, the duly certified majority representative. The movement of an employee from one title to another title, from one status to another status and/or from one-HPAE bargaining unit to another HPAE bargaining unit will not affect or interrupt dues deduction, unless the new title or bargaining unit is not represented by HPAE. No additional initiation fee will be collected in these situations.

For the purpose of calculating dues deductions, reimbursement for tuition shall not be included as part of the gross salary of an employee.

The University shall make every effort to immediately cease deduction of HPAE dues when an employee transfers out of the bargaining unit.

In the event the University deducts more dues than they should from a staff member, the University will reimburse the individual and then deduct that amount from the next dues check to the Union.
In the event the University deducts fewer dues than they should, the University will correct the error in the next cycle and make the Union whole in the next dues check to the union.

Union

management

Sabrina R. Brown Oliver RD

Barbara Bouchard HPAE 11/18/17

BC

Quessa Clark Estelle A. Feldman

[Signature]

[Signature]

Jane Anderson

Francine Pasch

Bahara Jordan

Patricia Fawley

Carol Mason

Denise Johnson

Karen Knitthead

Lauramontagne

HPAE Local 5135 and Rutgers University - TENTATIVE AGREEMENT

November 26th, 2014

Rutgers Proposal #13

Article 4.09 Transfer/Promotion/Reclassification

Replace "University's web-based tracking system" with "University Human Resources Online Employment Application Process."

For the Union:

Sabrina R. Brown Oliver
Deborah Gluck
Barbara Barath
Edith A. Feldmann
[Signature]
Karen Kirkwood
Brian HPAE
Laura M. [Signature]
Debra Jones
Francine Packer
Jessie Anderson
[Signature]

For Rutgers:

[Signature]
[Signature]
[Signature]

HPAE Local 5135 and Rutgers University - TENTATIVE AGREEMENT

November 26th, 2014

Rutgers Proposal #20

Article 7.07 Vacation Scheduling

3rd paragraph, last sentence replace "Director of Human Resources" with "Vice President of Faculty and Staff Resources."

For the Union:

Sabrina R. Brown Oliver
James Stark
Barbara Barath
Edith A. Feldman
Fredrick
Karen Kinkade
B. HPAE
William
Dennis
Francesca Govek
Jane Anderson
Robert Jackson

For Rutgers:

Mark
Robert
Oliver
Cato

HPAE Local 5135 and Rutgers University - TENTATIVE AGREEMENT

November 26th, 2014

Rutgers Proposal #22

Article 7.13 Court Appearance

Replace "Legal Management" with "General Counsel"

For the Union: Sabrina B. Braun Olive For Rutgers: [Signature]

[Signature]

Barbara Banath

Edith A. Feldman

[Signature]

[Signature]

[Signature] HPAE

[Signature]

[Signature]

Francine Packer

Jane Reda

[Signature]

[Signature]
[Signature]
[Signature]

Article 13.02

University Counterproposal

11/18/14

Pre-Termination Meeting

Prior to terminating an employee, the University shall convene a pre-termination meeting and provide the employee with a draft copy of the termination letter. At the meeting the department will review with the employee the reasons for considering termination and the employee will be provided the opportunity to respond to the allegations. The employee, at his/her option, may request a union representative to be present at the meeting. If the employee chooses not to attend, the meeting will resume and the employee will be mailed a copy of the department's final decision. This meeting is separate from the grievance procedure and shall not satisfy any steps in it.

union

management

Sabrina R. Brown Oliver ^{HR} ^{BC}

^{HRAE President}
Bryndal 11/18/14

Wendy Gray

Denise Johnson

Karen Kim Kade

Edith A. Feldman

Barbara Barath

Lauram ~~Wright~~

Quora ~~Laure~~

Joni Anderson

Francine Foster

Barbara Jordan

Patricia Swartz

