

May 27, 2015

**MEMORANDUM OF AGREEMENT (MOA)**

Collective Bargaining Agreement

between





HPAE Local 5094

and




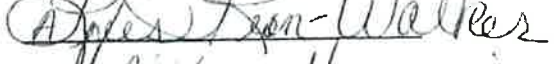

Rutgers, The State University of New Jersey

This Memorandum of Agreement is subject to ratification by the HPAE Local 5094 membership and the Rutgers Board of Governors. Both negotiations teams agree to recommend ratification of this MOA to their respective memberships. All previously signed tentative agreements shall be incorporated herein by attachment to this document. Any other proposals not addressed herein shall be considered withdrawn.

**RUTGERS**

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**HPAE**

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## ARTICLE 20. WAGES

### A) Compensation Plan:

The Parties acknowledge the existence and continuation during the term of this Agreement of a Compensation Plan which incorporates in particular but without limit the following basic concepts;

- 1) A system of position classification with appropriate position description.
- 2) Job descriptions for all HPAE positions which are in the database shall be provided to the HPAE within one (1) month of ratification of this agreement. Other current job descriptions shall be provided as they become available or as requested by the Union.
- 3) A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position, if applicable.
- 4) Regulations governing the administration of the plan, including an Employee Performance Evaluation.
- 5) The authority, method and procedures to effect modifications as such are required. It is agreed that during the term of this Agreement, ~~July 1, 2010~~ October 1, 2014 to ~~September 30, 2014~~ June 30, 2018 the following salary and fringe benefit improvement shall be provided to eligible staff members in the unit within the applicable policies and practice of the University and in keeping with the conditions set forth herein.

Subject to the conditions set forth in the paragraph below and subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following additional benefits, effective at the time stated herein:

### B) Wage Program

#### 1. Fiscal Year 2014-2015:

Effective on the first day of the first pay period after ratification of the Agreement, the base salaries of unit members who are on the University's payroll in a HPAE 5094 negotiations unit position on the day of ratification and who continue to be on the payroll in a HPAE 5094 unit position on the payment date of the increase shall be increased by \$1,160. The PH and PS salary scales will be adjusted to reflect this increase.

In addition, all unit members who are on the University's payroll in a HPAE 5094 negotiations unit position on the day of ratification, and who continue to be on the payroll in a HPAE 5094 position on the payment date of the increase, shall receive a one-time lump sum payment of \$870.00. This payment will be prorated for employees below 1.0 FTE. This payment will not increase the base salaries of unit members.

#### 2. Fiscal Year 2015-2016

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2%, effective July 1, 2015. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on

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June 30, 2015 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2015). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2015. The PH and PS Salary will be increased by 2.0%.

**3. Fiscal Year 2016-2017**

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2%, effective July 1, 2016. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on June 30, 2016 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2016). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2016. The PH and PS Salary will be increased by 2.0%.

**4. Fiscal Year 2017-2018**

HPAE 5094 unit employees shall receive an across the board salary increase in the amount of 2.25%, effective July 1, 2017. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5094 negotiations unit position on June 30, 2017 and continue to be on the payroll in a HPAE 5094 negotiations unit position on the payment date of the increase (first pay date after July 1, 2017). The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2017. The PH and PS Salary will be increased by 2.25%.

**C) Application of the Subject to Language in Section A.**

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.<sup>1</sup> If the University invokes the prefatory "subject to" language as set forth in Paragraph A above, 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.

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

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);
  - 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 14.02 (A)(1) 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 grievance under Article 14.02(A)(1) of the Agreement. The grievance shall proceed directly to arbitration under Article 14.02. 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 Section A. The parties designate Arbitrator \_\_\_\_\_ as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of the "subject to" language contained in Paragraph A of this Article, the parties shall mutually agree upon another arbitrator.

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ARTICLE 21. EFFECTIVE DATE AND DURATION

This Agreement, except as otherwise stated shall be effective on ~~July 1, 2010~~October 1, 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. The 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 no later than March 1, ~~2014~~2018, or March of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the Vice President for Human Resources of his/her designee. Official notice to HPAE shall be made by addressing the President of HPAE.

### Union #3

#### 4.07 Seniority:

(Paragraph 1.c to read)

- 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 first or immediate prior HPAE title University-wide, or any other title they are qualified for (so long as filling the vacancy does not result in a promotion). 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. No Probationary period.

(Paragraph 1.f to read)

- f. Sixth, if the employee is not offered the opportunity to bump pursuant to "e" above, the employee may bump the least senior employee in his/her immediate prior HPAE title campus wide. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Probation if an employee has less than 10 years seniority.

(Add paragraph 1.g to read)

- g. If an employee is not offered an equivalent vacancy or is not eligible to bump pursuant to "d through f" of this article, the employee may then opt to fill a vacancy in a lower classification if his/her job title at the time of layoff is included in one of the Job Series listed in Appendix B. If there is no such vacancy available in his/her Job Series, the employee may bump down into a lower classification in the Job Series. Either of these moves will constitute a voluntary demotion, and the employee will no longer have rights to a position in his/her title at the time of layoff, or to a previously held title. There will be no probationary period for employees with 10 or more years of consecutive UMDNJ/RU experience.

(Change current paragraph "g" to "h")

(Add final paragraph to read)

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

**4.07 Seniority:**

- A. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.

Union #6& Employer #8 (counter)

**3.02 Work Outside of Job Classification/Reclassification/Salary Adjustment**

a) Staff members shall be assigned work appropriate to their job classification. The parties agree that staff will not be assigned work substantially outside of their job classification on an ongoing basis, as per the 3<sup>rd</sup> paragraph below.

Claims of work outside their job classification as identified by the Union are to be submitted to Compensation Services with copies sent to the Director of Human Resource Services and the staff member's department head. The claims will be investigated and Compensation Services will provide a written decision within 90 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination. The remedy may include, but is not limited to, appointment to an acting position, reclassification to another title, payment for the time period when the additional higher level duties were performed, etc.

If a staff member has performed work substantially outside of his/her job classification for a period of three consecutive weeks, or 25 or more work days in any 12 month period, the staff member will receive pay at the rate of the higher job classification for the period during which substantially higher level duties were assigned.

If the claim is substantiated to be in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by Compensation Services. Should the claim be denied, the Union and the staff member may request to meet with Compensation Services to discuss the decision. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and not subject to arbitration. If appropriate, any implementation will be effective within the next two (2) pay cycles. ~~binding and implemented the next pay cycle.~~



b) Job Reclassification

Job reclassification is the formal change in a position's grade due to a substantive change in job content. Reclassification may include a change in job title. Reclassifications may be initiated by either the employer or the Union on behalf of a staff member.

When a reclassification request is initiated by the Union or employer, the appropriate paperwork will be submitted to Compensation Services with copies sent to the Director of Labor Relations. A decision will be rendered on the application within ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of compensation services will be final and not subject to arbitration.

c) In-Grade Salary Adjustment

In-grade salary adjustments may be used by management to provide increases to employees who experience a demonstrable increase in their job duties or who have fallen behind in pay according to market factors.

Requests for In Grade Salary Adjustments will be made in writing, by the Union, to Compensation Services, with copies sent to the Director of Labor Relations. A written decision shall be rendered within ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of compensation services will be final and not subject to arbitration.

Union #8

6.02 Premium Compensation Rate – Overtime Work

[Modify third paragraph to read]

An exempt employee who works a “full day” beyond his/her regular work week shall be granted a comp day for said day provided that the employee notifies his/her supervisor verbally and in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor’s approval to do so. Failure of the supervisor to respond verbally and in writing to the written notification shall be deemed approval. [remainder of paragraph to remain the same]

## Union #18

### 2.03 Transmission of Dues:

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), 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. ~~By July 1, 2007,~~ 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 #19

### Union #19 - Version 2

#### 2.08 Information and Data: [Modify and reformat as follows]

A full list of professional job titles and their respective salary ranges shall be appended to the collective bargaining agreement. This list is complete as of the date of ratification of this contract. The University shall continue to provide the Union with revisions of University and Human Resources policies in a timely manner. The Union will be placed on an Email list to receive all notices of changes in University policies and the changes in the Human Resources policies.

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

- |  |  |
|--|--|
| 1. Name  | 9. Salary table                            |
| 2. University ID   | 10. Grade                                  |
| 3. Job title   | 11. Step                                   |
| 4. Current university date of hire   | 12. Hours per pay period                   |
| 5. Unit/school   | 13. Hourly rate                            |
| 6. Department  | 14. Annual salary                          |
| 7. Campus  | 15. Home address                           |
| 8. Classification description (FT or PT, exempt or non-exempt, bi-weekly standard hours) | 16. <del>UMDNJ</del> Rutgers email address |
|  | 17. <u>Union membership status</u>         |

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

The University shall maintain a listing of bargaining unit employees who have separated from the University in the union data library, and this list shall be updated monthly. This list will include: name, University ID, campus, title, hire date, separation date, unit/school, 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. Campus address
2. Campus phone extension
3. Employee's office/room number
4. Gender
5. Layoff Status
6. Leave status
7. Retirement date
8. Home phone number

**Union #20**

**New Language:**

**Appendix B – Job Series**

For the purposes of Article 4.07(g), the following is a list of Job Series' that staff may bump down into:

**Staff Assistant**

<b>Staff Assistant I</b>	<b>Grade 21</b>
<b>Staff Assistant II</b>	<b>Grade 20</b>
<b>Staff Assistant III</b>	<b>Grade 19</b>
<b>Staff Assistant IV</b>	<b>Grade 18</b>
<b>Staff Assistant V</b>	<b>Grade 17</b>

**Accountants**

<b>Sr. Accountant</b>	<b>Grade PS 22</b>
<b>Accountant</b>	<b>Grade PH 18</b>

**Budget Analyst**

<b>Budget Analyst I</b>	<b>Grade 25</b>
<b>Budget Analyst II</b>	<b>Grade 22</b>
<b>Budget Analyst III</b>	<b>Grade 18</b>

**Grants & Contracts Analyst**

<b>Grants &amp; Contracts Analyst I</b>	<b>Grade 26</b>
<b>Grants and Contracts Analyst II</b>	<b>Grade 24</b>
<b>Grants and Contracts Analyst III</b>	<b>Grade 21</b>

**Habilitation Counselors**

<b>Sr. Habilitation Counselor</b>	<b>Grade 22</b>
<b>Habilitation Counselor</b>	<b>Grade 19</b>

**Nutritionist**

<b>Nutritionist I</b>	<b>Grade 24</b>
<b>Nutritionist II</b>	<b>Grade 22</b>
<b>Nutritionist III</b>	<b>Grade 20</b>

**Spec Poison Information**

<b>Spec Poison Information I</b>	<b>Grade 31</b>
<b>Spec Poison Information II</b>	<b>Grade 30</b>
<b>Spec Poison Information III</b>	<b>Grade 29</b>
<b>Spec Poison Information IV</b>	<b>Grade 28</b>
<b>Spec Poison Information V</b>	<b>Grade 27</b>

**Mental Health Clinician\***

<b>Mental Health Clinician II</b>	<b>Grade 25</b>
<b>Mental Health Clinician III</b>	<b>Grade 22</b>

**Public Health Representative\***

<b>Public Health Rep II</b>	<b>Grade 21</b>
<b>Public Health Rep III</b>	<b>Grade 18</b>

(\*Where bump is into a position within the same unit/population)

**Union #21**

**New Side Letter:**

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

**Union #23 Modified &  
Union Counter to Employer Proposal #21**

**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 this 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 #26 Modified

### 5.06 Staffing – State of Emergency Policy:

When an employee is designated as essential, he/she shall be notified. The University shall provide designated employees with a sticker when it becomes available.

If by July 1<sup>st</sup> of each year a staff member is not notified otherwise, then their status shall remain the same for the following year. Said status is subject to change if operational needs require it.

In situations where staff members are working in facilities controlled by other entities (e.g., the State of New Jersey) and those facilities are closed for any reason (thereby preventing staff members from coming to work) the University agrees to treat the closure period as time worked. In those cases where the facility is open but Rutgers is closed, staff members working in that facility shall report to work.

The parties agree to meet within ninety (90) days of the effective date of this Agreement to discuss issues concerning the University's policy regarding State of Emergency. Issues for discussion shall include the definition of "essential employee", reporting to work responsibilities, and compensation.

UMDNJ-Rutgers shall provide the Union with a list of essential employees by November 1<sup>st</sup> of each year.

## Union #27

**Add 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 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 within this side letter is subject to arbitration.

## Union #28

### 15. NON-DISCRIMINATION

Modify 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.

## Employer #4

### 2.04 Agency Fee:

(Modify 6<sup>th</sup> paragraph to read)

The University shall deduct the representation fee from a new staff member in the pay period following the ninety (90) days after the staff member's date of hire. In the event the University deducts more in agency fees than they should from a staff member, the University will reimburse the individual and then deduct that amount from the next agency fee check to the Union. In the event the University deducts less agency fee than they should, the University will correct the error in the next cycle and make the Union whole in the next agency fee check.

## Employer # 9

### 3.03 Promotions and Transfers

(Modify 3<sup>rd</sup> paragraph to read)

All regular vacant bargaining unit positions that the University intends to fill will be posted on the UMDNJ website. Through the University Human Resources Online Employment Application Process. The announcement of the position vacancy will be posted daily online. Interested internal candidates ~~are to apply online.~~ must apply through the University Human Resources Online Employment Application Process. Computer Kiosks for the purpose of accessing job vacancies will be available at each Human Resources Office.

## Employer # 11

### 4.03 Regular Part Time Staff Member:

A staff member who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will work twenty (20) hours or more per week but less than the Full Time equivalent for the position. A part-time staff member shall be eligible for pro-rated benefits. In addition, part-time staff shall be eligible for health insurance, ~~as per current University policy, subject to continued approval of the~~ as per State legislation and the State Health Benefits Commission.

**Employer #16**

**6.03 Pay Period:**

**2<sup>nd</sup> Paragraph to read,** “Staff members must opt for direct deposit of their paycheck into their personal bank account.”

**Employer #20 (Union Counter)**

**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.



**The following proposals are officially withdrawn:**

Union 4	Employer 2
Union 9	Employer 6
Union 11	Employer 7
Union 16	Employer 10
Union 30	Employer 12
Union 31	Employer 13
Union 32	Employer 14
Union 22	Employer 17
Union 2	Employer 24
	Employer 25
Union 7	Employer 29
	Employer 30
Union 8	Employer 31
	Employer 5

## 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 5094 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 5094 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 5094 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 5094 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 5094 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 5094 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 5094 unit members.
- J. The parties current contract language in 14.02€ shall be amended to allow the arbitration of time and attendance disciplines exceeding two (2) day suspension or written warnings in lieu of two (2) days suspension. Written warnings and suspension of less than three (3) days (or written warnings in lieu of less than three (3) days) shall remain non-arbitral.
- K. 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.

- L. Effective the fall semester of 2015, dependent children of HPAE Local 5094 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 5094**

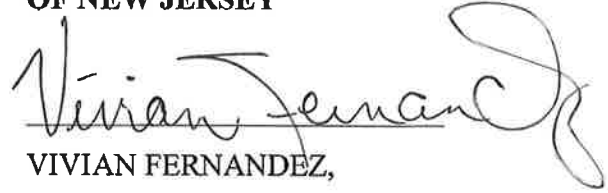


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THOMAS MURPHY  
CO-PRESIDENT

Dated:

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



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VIVIAN FERNANDEZ,  
VICE PRESIDENT for FACULTY STAFF  
RESOURCES

Dated: 5/28/15



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HARRY AGNOSTAK,  
ASSOCIATE VP,  
HUMAN RESOURCES

Dated: 5-28-15



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ABDEL KANAN,  
DIR. LABOR RELATIONS, RBHS

Dated: 5-28-15

HPAE Local 5094 & Rutgers University - Tentative Agreement

October 19, 2014


**Preamble:**

Change "University of Medicine and Dentistry of New Jersey", to "Rutgers University".



**Entirety of CBA:**

Change all references to UMDNJ, to Rutgers University.

For the Union:

  
Thomas King  
Apeps Font Walker  
Mary Moran  
Michelle Bryan  
Brae  
Alicia Rivera.

For Rutgers:

1  
2  
3  
4  
5  
6  
7

Rutgers Counter Proposal

November 19, 2014

NEW ARTICLE

An employee may request an alternate work schedule in order to take one three, or four, credit 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 denied arbitrarily.

For HPAAE

For Rutgers

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

Alicia Rivera

HPAE Local 5094 & Rutgers University - Tentative Agreement

November 19, 2014

**2.02 Union Dues:**

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.


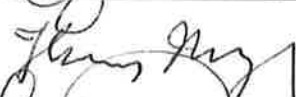
Union dues deductions from any employee in the bargaining unit shall be limited to the Union, the duly certified majority representative. The movement of an employee from one title to another title in HPAE, from one status to another status and/or from one bargaining unit to another bargaining unit in HPAE 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.

For the Union:

  
  
Stephanie Walker  
Mary Doran  
Michelle Brown  
Alicia Rivera

For Rutgers:


University Counterproposal

11/7/14

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.

For HPAE

Amha

Flora King

Alexis Lee Walker

Mary Doran

Michelle Lopez

Alicia Rivera

For Rutgers

Matthew

[Signature]



**Rutgers University**

**&**

**Health Professionals & Allied Employees, AFT, AFL-CIO**

**As settlement of PERC Docket No. CO-2014-278, Rutgers and HPAE 5094 agree to the following terms:**

- 1) Rutgers agrees that (upon conclusion of negotiations) one day per month will be set aside for HPAE 5094 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:  \_\_\_\_\_

For Rutgers:  \_\_\_\_\_