

May 30, 2019

MEMORANDUM OF AGREEMENT (MOA)

Collective Bargaining Agreement

between

HPAE

and

Rutgers, The State University of New Jersey

This Memorandum of Agreement is subject to ratification by the HPAE 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 Any other proposals not addressed herein shall be considered withdrawn.

I. **Article I – Agreement Scope –**

This Agreement covers all non-supervisory, full and part-time professional staff ~~members~~ employees of the University ~~who have satisfactorily completed their initial probationary period~~ (referred to herein as "negotiations unit employees" "~~staff member~~") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary Agreement between the University and the Union, dated July 14, 1992. This Agreement also covers all employees (including per diem, temporary and casual employees) required to be included in the negotiations unit pursuant to the Workplace Democracy Enhancement Act, P.L. 2018, c. 15. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

II. **Article 2: Union Status**

2.01 Recognition

The University recognizes the Union as the exclusive collective bargaining representative of every staff member covered by this Agreement.

At the time a new negotiations unit employee, subject to this Agreement is hired, the University will deliver to said negotiations unit employee a mutually agreed upon written notice provided by the Union which includes a list of Union Representatives (which Representatives are defined as negotiations unit employees under this Agreement who are authorized by the Union to represent it).

The University will provide the Union with notification of the names of new hires into negotiations unit titles, who are scheduled to attend each University Human Resources new employee orientation session. As part of University Human Resources-New Brunswick, Human Resources-Newark, or Human Resources-Camden new employee orientation, a representative designated by the Union will be provided time set aside by the University, for thirty (30) minutes, to speak with all new negotiations unit employees.

Directly after the completion of University Human Resources-New Brunswick, Human Resources-Newark, or Human Resources-Camden new employee orientation presentations, the University's Human Resources representative will introduce the HPAE representative designated by the Union who will distribute orientation packets to the new HPAE employees.

For those negotiations unit employees who do not attend University Human Resources-New Brunswick, Human Resources-Newark, or Human Resources-Camden new employee orientation for any reason, the Union will schedule a meeting on work time for the employee to meet with a representative designated by the Union for thirty (30) minutes during the employee's first thirty (30) calendar days of employment.

2.02 Union Dues:

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

The University shall make Union dues deductions from a new negotiations unit employee in the first full pay period next following the receipt by the University of the employee's signed authorization.

Union dues deductions from any negotiations unit 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 with these situations.

For the purpose of calculating dues deductions, reimbursement for tuition and continuing education shall not be included as part of the gross salary of staff members.

The University will make every effort to immediately cease deduction of HPAE dues when a negotiations unit 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.

The Union will indemnify and hold the University harmless from any claims, actions or proceedings brought by any staff member in the bargaining unit which arises from dues deductions made by the University. The University shall not be liable to the Union for any retroactive or past due dues for a staff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the dues.

2.03 Transmission of Dues:

Dues 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 all negotiations unit employees 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 and all other currently provided information (~~excluding Social Security Numbers, which will be phased out~~). 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.

The University will also supply to the Union the applicable gross pay used to calculate dues for each bargaining unit member.

2.04 Union Representatives, Rights and Limitations:

Existing Language from Section 2.05 (to be renumbered as 2.04)

2.05 Union Access.

The University will provide space on centrally located bulletin boards at the GA level in the Bergen Building and the New Jersey Medical School in Newark; outside the Cafeteria at the UBHC and Robert Wood Johnson Medical School in Piscataway; at the Clinical Academic Building and Liberty Plaza (where permitted by building management) in New Brunswick for the exclusive use of the Union. The University will exercise its best efforts to provide bulletin board use for the Union. The University will exercise its best efforts to provide bulletin board space in any other University owned or rented building where there are more than twenty-five (25) members. In UCHC facilities, so long as permitted by the Department of Corrections, the Union will be permitted to post union notices on bulletin boards in the medication and/or nursing office. The Union may post notices on bulletin boards in employee lounges, wherever they exist. The Union agrees to share the use of the bulletin board at Robert Wood Johnson Medical School with another union representing University staff members, provided that at least one panel of the bulletin board is available for use by HPAE.

As a matter of courtesy, the Union shall provide the University's Director of Labor Relations with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is

profane, obscene, and/or defamatory of the State or the University and its representatives or which constitutes election campaign material.

When the Union has mail to be delivered to its officers or representatives, the University's interoffice mail system will be made available, provided that priority is retained for the business of the University.

Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at the address set out in the Preamble to this Agreement.

HPAE staff and representatives shall be allowed to use fax machines within the University to send grievance reports to the Office of Labor Relations and the Union office, provided that the primary use of the fax machine is for the business use of the department.

The HPAE staff and representatives shall have the right to e-mail HPAE negotiations unit employees who have Rutgers e-mail accounts for the purpose of communication with HPAE negotiations unit employees regarding collective negotiations agreements, the investigation of grievance, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Rutgers e-mail use shall be consistent with University policy.

The University shall provide the Union access to negotiations unit employees including but not limited to:

1. The right to meet with individual negotiations unit employees on the campus of the University during the work day to investigate and discuss grievances, workplace-related complaints, and other workplace issues;
2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the University campus to discuss workplace issues, collective negotiations, the administration collective negotiations agreements, other matters related to the duties of the Union, and internal union matters involving the governance or business of the Union.
3. HPAE shall have the right to use University buildings and other facilities that are owned or leased by the University to conduct meetings with negotiations unit employees regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. Meetings conducted in University buildings pursuant to this section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or the purpose of distributing literature or information regarding partisan elections.
4. The access to negotiations unit employees set forth in numbers 1 through 3 above shall be subject to the following:
 - a. The Union will follow all regular University procedures applicable to reserving and using University facilities, including, if applicable, paying all fees ordinarily charged for reserving or using a meeting room;
 - b. The Union's access shall not interfere with University operations;

- c. The University reserves the right to deny a request by the Union to use a University facility. A request to use a University facility by the Union shall not be unreasonably denied.

2.06 Union Business:

Existing Language from Section 2.07 (to be renumbered as 2.06)

2.07 Information and Data:

A full list of job titles and their respective salary ranges shall be appended to the collective negotiations 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, to be updated on a monthly basis. Access will be given to a union representative(s), as approved by the Director of Labor Relations or his designee. The Union data library shall contain the following information about members of the bargaining unit, if it is on file with the University:

- name
- University ID
- job title
- current university date of hire
- department
- unit/school
- campus
- building
- work facility address
- work telephone number
- home telephone number
- cellular telephone number
- classification description (FT or PT, per diem, exempt or non-exempt, bi-weekly standard hours)
- salary table
- grade
- step
- hours per pay period
- hourly rate
- annual salary
- home address
- Rutgers email address
- Personal email address
- union membership status

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/school, and salary table. All information the University is required to provide will be provided in Microsoft Excel format.

III. Replace Article 3.02 with the following:

Article 3.02 Work Outside of Job Classification/Salary Adjustment:

The parties agree that staff will not be assigned work substantially outside of their job classification on an ongoing basis, except as below:

Claims of work outside the employee's 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 or interim position, reclassification to another title, payment for the time period when the additional higher level duties were performed, etc.

If warranted, additional compensation will be provided retroactive to the Monday after 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. The decision of Compensation Services will be final and not subject to the grievance procedure. If appropriate, any implementation will be effective within the next two (2) pay cycles.

a) Acting and Interim Appointments

Acting and interim appointments shall be governed by University Policy 60.9.35, "Acting Appointments and Interim Appointments."

b) Job Reclassification

Job reclassification is the formal and permanent change in a position's grade due to a substantive change in job content for a period greater than thirty (30) days. 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 by submitting a request to Compensation Services to reclassify the position. Requests for reclassification will be investigated by Compensation Services and a written decision will be provided to the supervisor, the Department and the Union within ninety (90) calendar days from receipt of the request. If appropriate, any implementation will be effective within two pay cycles from the date the decision was issued. Should the claim be denied, the Union and the staff member may request to meet with Compensation Services. The decision of Compensation Services will be final and not subject to the grievance procedure.

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 in 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.

IV. 3.04 Reassignment:

Reassignment is the movement of a staff member from one job assignment to another within such staff member's job classification and within his/her department. Such reassignment may be to another geographic location.

When a staff member is reassigned within his/her job classification, such staff member's salary shall not be reduced below that which s/he would have received had the staff member continued in his/her original position.

When a reassignment is deemed necessary, the Hospital will ask for volunteers. However, the final decision on which employee is to be reassigned resides with management and is not grievable. The Department shall notify the employee in writing, of the reason and status (permanent or temporary) for the reassignment. Except in the case of an emergency, the employee shall receive two (2) weeks' notice of a reassignment, or three (3) weeks' notice if the reassignment is to another campus. When staff are reassigned to another campus on a temporary basis, the new campus shall be treated as a temporary official workstation or site for purposes of travel reimbursement as per the University's "Travel and Business Expense Policy" (40.4.1).

V. 4.07 Seniority:

1. **Bumping and Vacancies – *Current Contract Language***

2. **Special Categories of Employees**

All regular full or part-time negotiations unit employees ~~staff members~~ shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

a) Negotiations unit employees ~~Staff members~~ employed under a J-Visa shall not be eligible for coverage.

b) Negotiations unit employees ~~Staff members~~ employed under a H-Visa shall have bumping rights only into the same job classification.

c) Negotiations unit employees ~~Staff members~~ holding research positions may only exercise a bump into a position in his/her own department for which he/she is qualified and only if the project would not be seriously disrupted by the change in personnel. A decision by a Principal Investigator to deny a bump based upon the foregoing may be appealed by the bumping employee to the school's Research Dean. If this appeal is denied, the bumping employee may appeal to the Vice President of Research. The review process will not delay the layoff or the placement of the employee on the recall list. If a ~~staff member~~ negotiations unit employee in a research position cannot bump into a position in his/her department, he/she can bump into the immediate prior title (non-research) on the Campus or be placed in the immediate prior held title (research) provided there is a vacant position and the staff member is qualified for such position.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President's decision on bumping rights shall be limited to whether the criteria as to which positions shall be exempt from bumping were applied. Should an arbitrator find that the criteria were not applied by the Vice President, then his/her sole remedy shall be to refer the matter back to the Vice President for reconsideration.

d) If an employee who held a research title is on the recall list, and there is a vacancy in the same title he/she was laid off from which the individual believes they are qualified for, but the employee is not offered the vacancy due to being deemed unqualified, the employee may appeal first to the school's Research Dean. If this appeal is denied the employee may appeal to the Vice President of Research whose decision on this matter will be final, binding and not subject to grievance or arbitration.

3. Notice of Layoff and Information to the Union

The University will provide a minimum of twenty-eight (28) calendar days' notice of layoff to any regular negotiations unit employee staff member affected.

Upon receiving a written notice of layoff with rights, the negotiations unit employee staff member will reply in writing to Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether the employee chooses to exercise such rights or elects to be placed on the recall list. If the Department of Human Resources does not receive a response from the negotiations unit employee staff member within two (2) days, the last of which must be a business day, of his/her being notified of the department within which the negotiations unit employee is being placed or bumping into, then the negotiations unit employee staff member will be placed on the recall list.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to negotiations unit employees staff members. Such notice shall be provided, by mail, fax or email, within twenty-four (24) hours of the negotiations unit employee's staff member's receipt of the layoff notice. In the event that five or more negotiations unit employees staff members are laid off within a pay period on a campus, the University shall, upon notification to the Union of the names and job titles of the negotiations unit employees staff members affected by the layoff, provide the Union with a full up to date seniority list in Excel format.

4. Recall Rights

Laid off negotiations unit employees staff members, in the order of University seniority, have first recall rights beginning with the title and job requirements of the position from which they are laid off, to positions with comparable or lower requirements within the same classification series.

A negotiations unit employee staff member who has been laid off with rights under this provision will be subsequently notified if a position in his/her former title for which h/she is qualified is now available for re-employment.

All laid off negotiations unit employees staff who have been employed for at least a year shall retain their rights of recall for one (1) year from the date of layoff. Should a laid off negotiations unit employee staff member refuse a position when recalled, s/he shall be removed from the recall list. However, negotiations unit employees staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to ten percent (10%) less than the salary of their former position. If more than one (1) negotiations unit employee staff employee in the same job title is laid off, University-wide seniority will be utilized to determine recall rights. Should an negotiations unit employee employee be recalled to a position on a campus other than the one they were laid off from, the negotiations unit employee employee has the option of refusing the position and continuing on the recall list (not to exceed one year from the layoff). If

the negotiations unit employee employee accepts the position, s/he shall not have bidding rights for a period of one (1) year.

Upon recall, a negotiations unit employee ~~staff member~~ shall retain his/her original date of hire.

The University will maintain a file in each unit's research office in which the resumes of research negotiations unit employees staff on the recall list may be posted at their request. The University will grant access to this file to appropriate staff in each research department. Principal Investigators will be advised to review these resumes prior to filling a research vacancy.

The University shall, on a quarterly basis, provide the Union a copy of the recall list.

5. Continuity of Services – Current Contract Language

VI. Article 7.06 – Additional Paid Time Off

7.06 Additional Paid Time Off:

~~Effective 7/1/2016, sStaff members~~Negotiations unit employees shall receive nine (9) days off designated as follows: (a) two personal days (PH); (b) four 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.

These leave days may be used for emergencies, personal matters, observation of religious or other days of celebration.

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 above.

Employees working in facilities /work units that do not shut down during the designated Mandatory Leave Days will not lose the four paid ML days. Rather they will be permitted to take the ML 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. In the event the Rutgers facility a negotiations unit employee works in is closed and provides an additional paid day off to other University employees in the facility, the negotiations unit employee in the facility shall also receive a day off. If operationally feasible, essential employees who request the use of a ML day on the shutdown day(s) shall have them granted in seniority order. Such requests shall not be unreasonably denied.

VII. Replace Articles 7.10 and 7.11 with the following:

ARTICLE 7.10 – SICK LEAVE

Sick leave is defined as a necessary period of absence because of the employee's own illness or for exposure of the employee to contagious disease.

Sick time may also be used for pre-planned medical and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Requests shall not be unreasonably denied. All requests shall be consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.

~~The meaning of Sick~~ leave may also be extended to include a charge to the employee's accrued sick leave time to provide medical care to a seriously ill family member as defined in the special circumstances described below. The number of days that the employee may charge to accrued sick leave time for the special circumstances described in sections 1 and 2, below, shall not exceed a total of fifteen (15) days per fiscal year.

~~The meaning of Sick~~ leave shall also be extended to include the following Special Circumstances:

1. Emergency Attendance.

Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather) who is seriously ill.

2. Medically Certified Care.

Employee's attendance upon the employee's seriously ill family member (as defined above) at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on the form supplied by the university. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

Medically certified care does not cover such situations as illness not defined as seriously ill, matters unrelated to medical needs, baby-sitting, running errands, and/or running a business for the family member while he/she is ill.

In addition, an employee may use up to 40 hours of accrued sick leave per fiscal year for the purposes set forth in the New Jersey Earned Sick Leave Law, and anytime designated as "NJESL" time by the employee shall be administered in accordance with the requirements of that law.

Full-time employees shall accrue fifteen (15) days of sick leave in each fiscal year at the rate of one and one fourth (1-1/4) days per month. During the first year of employment, employees will earn sick leave at the rate of one (1) day per month of service except that employees appointed on July 1 will earn sick leave at the rate of one and one fourth (1-1/4) days per month.

Regularly appointed part-time staff employees accrue sick leave on the same basis as full-time employees except that such accrual shall be prorated according to the percentage of time appointed. For example, a 50% time employee earns seven and one-half (7.5) full-time days by the end of the fiscal year (fifteen (15) full-time days at 50% equals seven and one-half (7.5) full-time days.)

Employees will be paid for sick leave at their regular rate of pay.

Unused sick leave is cumulative.

Negotiations unit employees shall continue to be eligible to participate in the Staff Leave Donation Program pursuant to University Policy 60.9.41, until such time that the Rutgers Compassionate Leave Program is effectuated for negotiations unit. At that time, negotiations unit employees shall be covered solely by the Rutgers Compassionate Leave Program.

Employees are required to comply with the departmental call in procedure. If the illness extends beyond one (1) day, the employee must continue to call in ill each day unless they have already indicated to their supervisor an expected return date. If the illness extends beyond the expected return date he/she must call in with a new expected return date.

Employees taken ill while on duty or who are seeking treatment for a work-related injury or illness and who leave their work station with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Employees may be excused without seeking medical attention at the University by their supervisor.

Whenever a regular employee retires, except an employee who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual regular rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

Per University policy, a staff member can use up to ten (10) sick days to take care of a seriously ill family member.

Nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the New Jersey Earned Sick Leave law (Assembly Bill No. A1827, an act concerning earned sick leave signed into law on May 2nd, 2018 and supplementing New Jersey P.L. 1966, c. 113 (C.34-11-56a et seq.) (the "Earned Sick Leave Act").

VIII. Replace Article 7.12 with New Article 7.11 – Bereavement Leave

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-

law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. Such time must be initiated within seven (7) calendar days from notice of the date of death. If such notification exceeds the date of death by more than seven (7) days, a department may require verification of notification. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave. If an employee requests to use available vacation time to extend the bereavement leave, it will not be unreasonably denied.

In cases where the death of brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged. Regular part time staff will receive pro-rated bereavement leave benefits.

Renumber subsequent articles accordingly

IX. Article 8 – Leaves of Absence

Replace Section 8.01 and 8.02(A) with the following:

8.01 Basis and Amount:

<u>Type of Leave</u>	<u>Maximum Length</u>
FMLA	52-12 weeks. <u>In accordance with Federal Law.</u>
Military	In accordance with State and Federal statute
Personal	1 month
Academic	6 months

8.02 Procedure:

(A) – FEDERAL FAMILY MEDICAL LEAVE, NEW JERSEY FAMILY LEAVE, NEW JERSEY SAFE ACT LEAVE

Notwithstanding any other provisions in this agreement or in University policies, in the event that an employee is eligible, as set forth by Federal or State statute, and takes a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), or the New Jersey SAFE Act, all paid time off used (including, if applicable, sick time or sick leave) shall run concurrently with the leave permitted by statute. all applicable accrued sick time or sick leave must be used concurrently with the leave permitted by the statutes.

~~Under the federal Family Medical Leave Act (FMLA), employees may be eligible for up to twelve (12) weeks of FMLA leave in a 12-month period for (1) their own serious illness; (2) the birth, adoption, or placement of a foster child; or (3) the serious illness of a spouse, son/daughter or parent. Employees may also have an entitlement to FMLA leave when their spouse, son, daughter or parent is on covered active duty or call in the military or to care for a covered service member.~~

In the event that an employee exhausts applicable accrued paid ~~sick time or sick leave or donated sick time~~ time off (or, if the employee does not have paid ~~sick time or sick leave or donated sick time~~ time off accruals to charge concurrently with an approved leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid. Upon an employee's request, after all sick time is exhausted, he/she may use vacation, personal, or administrative time during this period of leave. Employees may also use donated sick time pursuant to University Policy 60.9.41 "Staff Leave Donation Program."

Leave for an employee's own serious health condition:

~~Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity pregnancy shall be treated the same as other medical leaves.~~

A medical leave shall be granted upon presentation of a letter to Human Resources from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University may, at its cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

Upon return from leave, the employee must present to his/her Human Resources Generalist documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.

If an employee is approved for medical leave for his/her own serious health condition, only accrued sick time must be used ~~first, followed by any other accrued paid time off~~. concurrently with the statutory leave.

Notwithstanding University Policy, 60.9.20, for employees who are approved for a leave for their own serious health condition, the maximum leave permitted under the FMLA is twelve weeks.

If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act, the employee is still unable to perform the duties of his/her position because of his/her own serious health condition and has remaining accrued sick time available, the employee may be permitted to extend his/her leave of absence by utilizing any remaining accrued sick time provided that the employee provides medical certification substantiating their need for such extension due to their own serious health condition. At the employee's discretion, he/she may apply for donated sick time. If approved, the employee may use up to 12 weeks of donated time to extend his/her leave of absence. ~~exhausts his/her statutory entitlement to leave under FMLA and/or NJFLA, and requires additional leave, the employee may request such additional leave in accordance with the above paragraphs, if they have earned paid leave time available up to four (4) weeks (not including donated sick time).~~

~~Employees who are unable to perform the duties of their job because of the employee's own illness or injury and who have either exhausted the above referenced statutory leave entitlements,~~

~~contractual entitlements stated in the above paragraph, or are not eligible for such statutory leaves, may submit a request for a reasonable accommodation under the Americans with Disabilities Act (ADA) and the New Jersey Law Against Discrimination (NJLAD). If leave is approved as an accommodation under the ADA and NJLAD, any remaining paid time off shall run concurrent with said leave.~~

If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act and has exhausted their accrued sick time and donated time, and the employee is still unable to perform the duties of his/her position because of his/her own serious health condition, the employee may be permitted to extend his/her leave of absence by seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). To seek additional leave as an accommodation, the employee must submit such a request two weeks prior to the end date of the leave period to Rutgers Office of Employment Equity and comply with the reasonable accommodation process. Rutgers OEE will process the request and notify the employee and Union prior to the expiration of the leave period.

Leave to care for a family member:

If an employee is approved for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care, up to 15 days of accrued sick time or sick leave must be used concurrently with any statutory leave. ~~only all applicable accrued sick time or sick leave or donated sick time paid time off (vacation, administrative leave, personal holidays and up to 15 days of sick leave to care for a family member) must be used concurrently with any statutory leave. before unpaid leave.~~ The only exception is if an employee is eligible and applies for New Jersey Family Leave Insurance. In that instance, up to two (2) weeks of accrued paid time off must be used. Upon an employee's request, he/she may use vacation, personal, or administrative time during this period of leave, after exhausting the 15 days of sick leave. Employees may also use donated sick time pursuant to University Policy 60.9.41 "Staff Leave Donation Program."

For employees who are approved for leave to care for a family member, the maximum leave permitted under the FMLA and/or NJFLA is twelve weeks.

Leave under the New Jersey SAFE Act:

If an employee is approved for leave under the New Jersey SAFE Act, and such leave does not otherwise qualify for a leave of absence under the FMLA or NJFLA, the employee must use all applicable accrued sick time for the first 40 hours of such leave (or, if the employee has less than 40 hours of accrued sick time available, the balance of leave will be unpaid). ~~employee must first use all accrued sick time), followed by any accrued vacation, administrative leave or personal holidays.~~ Upon an employee's request, he/she may use vacation, personal, or administrative time during this period of leave.

For employees who are approved for leave under the New Jersey Safe Act, the maximum leave permitted under the Act is twenty days.

(B) Military Leave:

Military leave will be governed by applicable State and Federal Statute. An employee who has a military leave commitment on a weekend day shall not be required to make up the weekend day.

(C) Workers' Compensation:

A bargaining unit member who becomes disabled due to a job related injury shall, if approved by Risk and Claims management, be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

If such leave is not approved by Risk and Claims management, application may be made by the bargaining unit member to use sick leave, if available, and then application may be made for a medical leave of absence under University policy.

(D) Personal Leave:

In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

Requests for personal leaves must be accompanied with the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. An employee shall receive a written response within five (5) work days. Supervisors shall have the right to require proof of an emergency as a condition for approval. The maximum length of a personal leave is one (1) month.

(E) Return from Leave:

The University shall place an employee returning from an unpaid leave of six (6) months or less in his/her prior position. An employee who fails to return from leave within five (5) days from their scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

X. Article 9.01 – Health Benefits

HPAE shall be entitled to reopen the issue of healthcare contributions from the date of ratification of this MOA through June 30, 2020.

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, unless modified subsequently by Agreement of HPAE and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in

effect on June 30, 2018. Employees of the University represented by HPAE will be eligible for the Rutgers Vision Care Program.

The parties agree that immediately following the ratification of this Agreement by the membership of HPAE, the parties will reopen negotiations over health insurance benefits and rates. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to HPAE unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

XI. Article 10 – Monetary Benefits, Misc

Replace combined Sections 10.06 Tuition Refund and 10.12 Tuition Remission with the following:

Tuition Reimbursement: The University shall provide tuition reimbursement at the current rates in a calendar year in accordance with the practice in effect on June 30th 2018. After June 30, 2020, employees covered by this collective negotiations agreement shall no longer be eligible to receive tuition reimbursement except that at the discretion of the department employees who are required to obtain continuing education units as part of their job requirements shall be reimbursed for continuing education units.

Effective July 1, 2020, regularly appointed employees who are appointed on a full-time basis as of the first day of class for the semester in which tuition remission is sought may qualify for tuition remission for themselves as set forth in the University's Educational Benefits policy in Section 60.2.1 of the University Policy Library so long as employees comply with all administrative and academic requirements.

~~Effective the fall semester of 2015,~~ Dependent children of HPAE Local 5094 Negotiations Unit Employees shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C and D.

XII. ARTICLE 14.02 Grievance procedure

Modify as follows. All remaining sections of the article to remain the same.

~~In order to expedite the grievance/arbitration process and to promote settlement of grievances, the Union and the University agree on the following:~~

~~The University shall notify the Union of its intent to file a cope of negotiations petition no later than sixty (60) days after the University receives notice from PERC of the filing of the grievance. The scope petition shall be filed no later than thirty (30) days after the University sends the Union the notice of intent to file such a petition.~~

~~In the event that either party asserts that a grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the arbitrator and the grieving party an explanation of such assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.~~

XIII. Wage Program

1. Fiscal Year 2018-2019:

HPAE unit employees shall receive an across the board salary increase in the amount of 3%, effective and retroactive to July 1, 2018 or their date of hire, whichever is later. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2018. The PH and PS Salary will be increased by 3%.

2. Fiscal Year 2019-2020:

HPAE unit employees shall receive an across the board salary increase in the amount of 2%, effective July 1, 2019. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2019. The PH and PS Salary will be increased by 2%. Employees who have completed at least one year of service on the preceding step as of June 30, 2019 will move one step on the PH or PS salary scale effective July 1, 2019. Effective July 1, 2019, employees on Step 20 of the PH or PS Salary scale shall receive a lump sum payment of \$1200 (not to be added to the base salary), pro-rated for part-time employees.

3. Fiscal Year 2020-2021:

HPAE unit employees shall receive an across the board salary increase in the amount of 0.5%, effective July 1, 2020. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2019. The PH and PS Salary will be increased by 0.5%. Employees who have completed at least one year of service on the preceding step as of June 30, 2020 will move one step on the PH or PS salary scale Effective July 1, 2020. Effective July 1, 2020, employees on Step 20 of the PH or PS Salary scale shall receive a lump sum payment of \$1200 (not to be added to the base salary), pro-rated for part-time employees.

4. Fiscal Year 2021-2022:

HPAE unit employees shall receive an across the board salary increase in the amount of 2.5%, effective July 1, 2021. The annual base salaries of record for all unit members will be adjusted accordingly. The new rate of pay will be effective July 1, 2021. The PH and PS Salary will be increased by 2.5%.

XIV. New Article 21: Severability:

The University and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or held to be unenforceable, such illegality, invalidity or unenforceability shall affect only the particular provision, which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

Upon request of either party, the University and the Union agree to meet and renegotiate any provision so affected, as required by law. With respect to non-mandatorily negotiable subjects, upon request of either party, the University and the Union agree to meet and discuss any provision so affected, as permitted by law.

XV. Re-numbered Article 22: Effective Date and Duration

This Agreement, except as otherwise stated shall be effective on July 1, 2018~~October 1, 2014~~ and shall remain in effect through June 30, 2022~~June 30, 2018~~.

This agreement shall remain in full force and effect from the date of execution thereof through June 30, 2022~~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, 2020~~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 Office of Labor Relations or their designee. Official notice to HPAE shall be made by addressing the President of HPAE.

XVI. Appendix B – Job Series

Add to Job Series the following titles:

Cancer Registry Info Specialist: I, II & III

XVII. New Side Letter of Agreement: Lactation Spaces – As below:

Side Letter of Agreement – Lactation Spaces

The University's Office of Employment Equity shall act as a liaison with regard to the identification and provision of lactation spaces. The Office of Employment Equity shall provide assistance to departments and units in identifying appropriate spaces and help mediate disputes between employees and supervisors regarding breastfeeding in the workplace. An employee's eligibility for breast feeding accommodations shall not expire at the end of one year.

XVIII. Side Letter of Agreement – Parking

Either party shall be entitled to reopen the issue of parking fees during the term of this Agreement.

XIX. New Side Letter of Agreement – Non-Represented Employees Covered by the WDEA

May __, 2019

Debbie White, President
Health Professionals & Allied Employees AFT/AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Non-Represented Employees Covered by the WDEA

Dear Ms. White,

As you know, Rutgers, the State University of New Jersey ("Rutgers" or the "University") and HPAE (the "Union") are engaged in collective negotiations for a collective negotiations agreement covering Rutgers Healthcare Professionals for a period of time beginning July 1, 2018.

Despite correspondence between Rutgers and HPAE concerning non-represented employees performing negotiations unit work, and discussions at the negotiations table on several dates we have not been able to fully address their inclusion into the HPAE bargaining unit.

Therefore, so that the ratification of a new contract will not be delayed, the University proposes that the parties continue to negotiate the terms and conditions of employment for any such non-represented employees performing negotiations unit work.

These meetings shall commence upon ratification by the Union of the new contract and shall conclude within 90 days following the ratification. Until such time that the terms and conditions of employment of non-represented employees (including temporary, casual and per diem employees) performing negotiations unit work have been negotiated into the current applicable negotiations agreement, the parties agree that the *current* terms and conditions of employment for such employees will continue.

By signing below, the parties indicate their agreement to the above terms.

**FOR HPAE
UNIVERSITY**

FOR RUTGERS

Debbie White, President

Harry M. Agnostak, JD

**Side Letter Regarding Secondary Assignments
Via Hand Delivery**

Debbie White, President
Health Professionals & Allied Employees AFT/AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Secondary Appointments for Exempt Employees

Dear Ms. White:

As you know, Rutgers, the State University of New Jersey ("Rutgers" or the "University") and HPAE (the "Union") are engaged in collective negotiations for a collective negotiations covering Rutgers Healthcare Professionals for a period of time beginning July 1, 2018.

Within 90 days of ratification, the University proposes to meet with the Union to further discuss the issue of secondary appointments for exempt employees.

By signing below, the parties indicate their agreement to the above terms.

FOR HPAE

FOR RUTGERS UNIVERSITY

Debbie White, President

Abdel Kanan

Debbie White, President

Abdel Kanan

XIX. Side Letter Regarding Master Affiliation Agreement between Rutgers and Barnabas Health

Separate Side Letter Not Included In CNA


The parties acknowledge that the University and various unions representing certain Rutgers employees, including HPAE, have been meeting with respect to the Master Affiliation Agreement ("MAA") between the University and RWJBarnabas Health ("RWJBH"). During those meetings, the University and the representative Unions have exchanged proposals. Following the ratification of the 2018-2022 collective negotiations agreement, the University agrees to continue to meet and negotiate with HPAE with respect to mandatorily negotiable terms and conditions of employment relating to the impact of the implementation of the MAA. The parties understand and agree that neither party waives its position with respect to the classification of such negotiations.

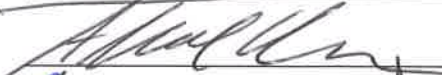

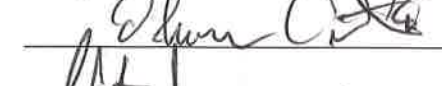
XX. Delete Side Letters on Job Series and Inclement Weather


XXI. Global language change, refer to employees, staff, member, etc. as negotiations unit employee.


IN WITNESS WHEREOF, Rutgers University and the Health Professionals and Allied Employees, AFT, AFL-CIO, have caused this Agreement to be signed by their duly authorized representatives.

RUTGERS

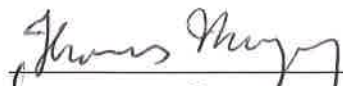

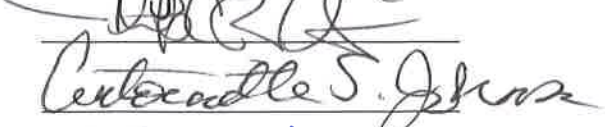








Thomas M. Inatt

John A. Spatola





HPAE


James Murray

Mary Doran

Centoculle S. Johnson

Alicia Rivera

Annette West

Claude Monken


Nancy King
Beverly Frisetta
Ann C. DeGard, MD
Justin M.

April 11, 2019

UNIVERSITY RESPONSE
PRESENTED TO HPAE, LOCAL 5094
SUCCESSOR COLLECTIVE NEGOTIATIONS AGREEMENT

Appendix B

Add to Job Series the following titles:

Cancer Registry Info Specialist: I, II & III

Program Assistant: Grades 21, 20, 19, 18 & 17

Sr. Technologist, IST Customer Support Analyst: I, II, III & IV

Sr. Technologist, User Support Specialist: II, III & IV

Sr. Technologist, Sr. Systems Prog, Systems Prog. II, & III

Research Teaching Specialists: II, III, IV & V

Research Associate: I, II & III

If union withdraws the rest of this proposal the university will withdraw proposal requesting changes to Article 4.07 Seniority (Layoffs).



Beverly Ansetta

Ann C. S. [unclear]

Thomas King

Catherine S. Jones

Claude Monken

University

