

Summary of Tentative Agreement between HPAE Locals 5089/5094 and Rutgers



March 30, 2021

Below is a summary of the Fiscal Emergency memorandum-of-agreement (MOA) between the Coalition of Rutgers Unions and Rutgers University. This agreement is the result of joint bargaining on behalf of HPAE (Locals 5089 and 5094), AAUP-AFT (full-time Chapter), URA-AFT, and CWA (Local 1031). It is the first agreement of its kind, and we are proud of the work we were able to accomplish on behalf of our locals. This coalition effort originally began proactively, soon after work share furlough programs were introduced around the country, well before Rutgers declared a “fiscal emergency” and froze the wage increases scheduled for July 1, 2020. Leadership from HPAE 5089 and 5094 support this agreement and ask members to VOTE YES to ratify.

1. Wages: deferred raises as mentioned below are not subject to retro payments.

Across-the-board salary increases scheduled to be paid in Fiscal Year 2021 (July 2020) will be deferred until July 1, 2021.

Across-the-board salary increases scheduled to be paid in Fiscal Year 2022 (July 2021) will be deferred until March 1, 2022.

Local 5094: For those negotiations unit employees entitled to a step movement as of July 1, 2020, the step will be deferred to July 1, 2021. Negotiations unit employees shall be moved to the appropriate step as of July 1, 2021. Employees on step 20 (the top step) will receive a lump-sum payment (not to be added to the base salary), pro-rated for part-time employees.

Local 5089: For those negotiations unit employees entitled to a step movement as of July 1, 2020, the step will be deferred to July 1, 2021. In addition, the step movement scheduled for Fiscal Year 2022 (July 2021) shall occur on July 1, 2021. All negotiations unit employees on an experience-based step shall be placed on the correct step on July 1, 2021.

2. No extension of current contract: The length of the contract 2018-2022 remains intact assuring all raises will be paid within the life of the original contract terms.

3. Contracts between Rutgers and the State of New Jersey: Salaries funded through contracts between the University and the State of New Jersey are currently being negotiated in a separate MOA for those contracts that are fully funded. Raises for those contracts that are fully funded shall not be deferred. Should we be unable to reach agreement on those contracts, HPAE reserves the right to proceed with the Fiscal Emergency Arbitration for the affected employees/units only.

4. No Further Declaration of Fiscal Emergency: Rutgers will officially withdraw the declaration of fiscal emergency and further agrees not to invoke the “Subject to” language in the contract for fiscal years 2021 or 2022 (the life of the contract).

5. Layoff Protections: The University agrees there will be no layoffs through January 1, 2022 except for those due to termination or cessation of grants or external contracts with fund the employee’s compensation or lack of work due to pandemic impacts substantially beyond the scope of the current pandemic impact. Layoffs in violation of this agreement will result in employee being made whole including lost compensation and benefits from the date of layoff through January 1, 2022.

6. Shared Work Program: We will participate in a shared work program for 10 consecutive weeks between the date of ratification and July 31, 2021, except for positions where this is not feasible for some reason (patient care, external funding, some essential employees, etc.). Employees participating in the program will be furloughed 1 day per week and will be eligible to apply for partial unemployment benefits for those days (in general, staff will make more money as a result, especially at lower salary levels). This program will run concurrently with the federal stimulus program for enhanced unemployment benefits.¹ The University will advise HPAE of the start date for the Shared Work Program. Those on a visa status or on paid leaves of absence will not be required to participate in the shared work program.

7. Laid off and recalled employees: Those employees who were laid off and recalled effective on or after June 1, 2020 shall not be required to participate in the shared work program unless the employee was laid off less than the 10 required days, in which case they may be required to participate in the program for the difference between the number of days laid off and the total number of days (10) in the program.

8. Secondary appointments: Those negotiations unit employees holding a secondary appointment who would be disqualified from receiving short term benefits under the shared work program, will not be required to participate in the program.

9. Health and Retirement benefits: Will be administered consistent with State law during the period in the shared work program.

10. Vacation Carryover: For those participating in the shared work program, requests to carry over more than one year’s worth of vacation days, not to exceed the amount of furlough days, shall not be unreasonably denied.

This document, as well as the full “Fiscal Emergency” MOA, are available at www.hpae.org for your review.

¹ Furloughed members should apply for the enhanced unemployment benefit. Some members will earn more money while they are collecting unemployment.