

MEMORANDUM OF AGREEMENT BETWEEN RUTGERS AND THE HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, LOCALS 5089 AND 5094 RELATED TO THE INVOCATION OF THE “SUBJECT TO” LANGUAGE BY THE UNIVERSITY

Rutgers, The State University of New Jersey (“University”) and the Health Professionals and Allied Employees, Local 5089 (“Local 5089”) and Local 5094 (“Local 5094”; Local 5089 and Local 5094 are collectively referred as “Unions”) hereby agree as follows to this Memorandum of Agreement related to the invocation of the “subject to” language by the University and declaration of a Fiscal Emergency (“FEMOA”):

1. By letter dated June 8, 2020, the University has notified the Unions of the significant financial losses caused by the current COVID-19 pandemic and its related impact on the University.
2. Upon information and belief, the State of New Jersey - Department of Corrections (“DOC”) and the State of New Jersey - Juvenile Justice Commission (“JJC”), which each contract with the University for the services of the Unions’ members who work at Rutgers University Correctional Health Care and are set forth on the list attached to this FEMOA (“Employees”), have provided funding sufficient for the University to provide the services required under those contracts and to pay for the Fiscal Year 2021 wage increase or the Employees scheduled to have taken effect on July 1, 2020, as set forth in Article 17 and 20 of the Local 5089 Collective Negotiations Agreement between Rutgers and the Union (the “Local 5089 Collective Negotiations Agreement”) and Article 20 of the Local 5094 Collective Negotiations Agreement between Rutgers and the Union (the “Local 5094 Collective Negotiations Agreement”).
3. As a result of the University’s understanding as set forth in paragraph 2 of the FEMOA, the University withdraws its June 8, 2020 letter to the Unions and agrees to pay the Fiscal Year 2021 wage increase set forth in Article 17 and 20 of the Local 5089 Collective Negotiations Agreement and Article 20 of the Local 5094 Collective Negotiations Agreement for the Employees, retroactive to July 1, 2020 as soon as operationally feasible, but no later than May 15, 2021¹, subject to the following conditions:
 - a. If the DOC or JJC does not reimburse the University for the Fiscal Year

¹ Employees must be on University Payroll continuously from July 1, 2020 through the date of payment, in a position covered by this FEMOA, in order to receive this payment.

2021 wage increase scheduled to have taken effect on July 1, 2020 for the Employees, the University shall provide written notice to the Unions of its intent to cease paying July 1, 2020 salary levels (for all the Employees or a portion of the Employees if either DOC or JJC continues to provide reimbursement to the Employees providing services at JJC or DOC, respectively), along with all requests submitted by the University to the State for reimbursement of the July 1, 2020 salary increase and the responses received from State. The University will stop paying the Employees at those salaries and salaries for the Employees will revert to the salaries in effect on June 30, 2020, beginning with the pay period that commences following receipt of notice by the University of the State's (or as soon as is operationally feasible, whichever is later), refusal to, or intent to, cease paying the July 1, 2020 salary increase.

- b. If the State does not reimburse the University for the Fiscal Year 2021 wage increase scheduled to have taken effect on July 1, 2020 for the Employees, the University shall provide notice to the Unions and to the Employees of its intent to recoup the salary increase already paid to Employees. The Employees who have received said salary increases shall remunerate to the University the amounts paid in salary increases retroactive to July 1, 2020 through payroll deductions in equal parts every other pay period, for ten (10) consecutive pay periods. If the recoupment amount exceeds \$125 per pay period, the required total time for remuneration shall be extended so as not to exceed \$125 per pay period. Payroll deductions to recoup the July 1, 2020 salary increase shall commence no sooner than forty-five (45) calendar days after the University provides notice of intent to recoup.
- c. If the University does not commence an action in court to enforce its agreements with DOC and/or JJC that refuse to pay either the negotiated Fiscal Year 2021 wage increase or the retroactive compensation owed to Employees, the Unions reserve the right to commence an enforcement action asserting that it is a third party beneficiary to the contracts between the University and DOC and JJC and the University reserves its right to object to the commencement of such an enforcement action by the Unions.
- d. Employees who separate from employment prior to reimbursing the University for increases not reimbursed by the State shall have any remaining portion of those paid increases deducted from their final paycheck and/or from any compensation paid for accrued, unused vacation time.

- e. The Unions will withdraw their grievances and requests for arbitration related to the University's June 8, 2020 letter invoking the "subject to" language set forth in Article 17 of the Local 5089 and Article 20 of the Local 5094 Collective Negotiations Agreements with respect to the Employees. The Unions also withdraws any information request it may have outstanding related to the University's June 8, 2020 letter and the Employees covered by this FEMOA.
 - f. The University will not be required to re-invoke the "subject to" language set forth in Article 17 of the Local 5089 Collective Negotiations Agreement and Article 20 of the Local 5094 Collective Negotiations Agreement before implementing paragraphs 3.a. and 3.b. in the FEMOA with respect to the Employees. If the University implements paragraphs 3.a. and 3.b. above, the Unions shall not be precluded from filing a grievance, challenging the invocation of the subject to language and/or the declaration of a fiscal emergency and raising other issues for arbitration and the grievance shall proceed to arbitration with the understanding that the University maintains all rights and defenses related to any challenge of the declaration of a fiscal emergency and other issues raised by the Union. In addition, the Unions shall not be precluded from filing other actions related to the University's June 8, 2020 letter. Further, the parties agree that time limits shall be tolled from the date of this MOA to the University's implementation of paragraphs 3.a. and 3.b. above.
- 4. Except as otherwise provided for in this FEMOA, this FEMOA shall not alter, amend, or otherwise replace any other provisions of the collective negotiations agreements between the University and the Unions.
 - 5. The terms of this MOA shall be enforceable through the grievance/arbitration provisions in the parties' 2018-2022 collective negotiations agreement.

For HPAE Local 5089

*Dr. Sabrina R. Brown
Oliver DNP*

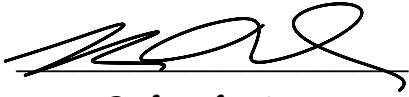
Date: **3/3/21**

For Rutgers University

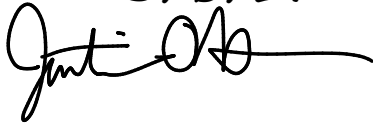
Vivian Fernández

Date: March 15, 2021

For HPAE Local 5094

A handwritten signature in black ink, appearing to be 'M. A. Q.', written over a horizontal line.

Date 3/5/21

A handwritten signature in black ink, appearing to be 'Justin O.', written over a horizontal line.

Date 3/8/21