

# **Memorandum of Agreement**

## **June 29, 2023**

Rutgers, the State University of New Jersey (“Rutgers” or the “University”) and Health Professionals and Allied Employees, Local 5094 (“Union” or “HPAE”) (collectively referred to as “Parties”) agree to the following Memorandum of Agreement for a successor agreement for the period of July 1, 2022 through June 30, 2026:

1. The Parties have a tentative agreement on Article 2.07 – Information and Data (see below).
2. The Parties have a tentative agreement on Article 3.02 – Work Outside of Job Classification (See below).
3. The Parties have a tentative agreement on Article 3.03 Promotions and Transfers (see below).
4. The Parties have a tentative agreement on Article 3.04 – Reassignment (see below).
5. The Parties have a tentative agreement on Article 3.05 – Evaluations (see below).
6. The Parties have a tentative agreement on Article 4.01 – Classification (see below).
7. The Parties have a tentative agreement on Article 4.03 – Regular Part Time Negotiations Unit Employees (see below).
8. The Parties have a tentative agreement on Article 4.05 – Probationary Period (see below).
9. The Parties have a tentative agreement on Article 4.07 - Seniority (see below).
10. The Parties have a tentative agreement on Article 5.03 – Work Schedules (see below).
11. The Parties have a tentative agreement on Article 5.06 – Staffing – State of Emergency (see below).
12. The Parties have a tentative agreement on Article 6.02 – Premium Compensation Rate – Overtime Work (see below).
13. The Parties have a tentative agreement on Article 6.03 – Pay Period (see below).

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14. The Parties have a tentative agreement on Article 7.02 – Holiday Designation (see below).
15. The Parties have a tentative agreement on Article 7.04 – Holiday Pay (see below).
16. The Parties have a tentative agreement on Article 7.05 – Holiday for Twelve Hour Employees (see below).
17. The Union agrees to withdraw its proposals regarding Article 7.07 – Vacation Accruals
18. The Parties have a tentative agreement on Article 7.11 – Bereavement (see below).
19. The Parties have a tentative agreement on Article 7.16 – Meal Period (see below).
20. The Parties have a tentative agreement on Article 10.02 – Resignation (see below).
21. The Union agrees to withdraw its proposals regarding Article 10.05 – Continuing Education
22. The Parties have a tentative agreement on Article 10.06 – Tuition Reimbursement (see below).
23. The Parties have a tentative agreement on Article 10.07 – Uniform Allowance (see below).
24. The Union agrees to withdraw its proposals regarding Article 10.08 – On-Call
25. The Parties have a tentative agreement on Article 10.09 – Charge Differential (see below).
26. The Union agrees to withdraw its proposals regarding Article 10.11 – Cell Phone
27. The Parties have a tentative agreement on Article 12.01 – Parking (see below).
28. The Parties have a tentative agreement on Article 14.02 – Grievance Procedure (see below).
29. The Union agrees to withdraw its proposals regarding Article 17 – Sub-Contracting Services.
30. The Union agrees to withdraw its proposal regarding Article 18 – Successorship.

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31. The Parties have a tentative agreement on Article 19 – Joint Committees (see below).
32. The Parties have a tentative agreement on Appendix A – List of University Operating Units (see below).
33. The Parties have a tentative agreement on Appendix B – Job Series (see below).
34. The Parties have a tentative agreement on the Global Proposal re: Gender References (see below).
35. The Parties have a tentative agreement on Side Letter of Agreement # \_\_\_ - Continuing Education for University Behavioral Health Care (see below).
36. The Union agrees to withdraw its proposal regarding New Side Letter regarding Preceptor Pay.
37. The Parties have a tentative agreement regarding Article 20 – Wages (see below).
38. The University agrees to not invoke the Fiscal Emergency provisions set forth in the collective negotiations agreement between the University and the Union for the Fiscal Years 2023, 2024, and 2025.
39. Article 9 (Health Benefits) and New Article regarding Flexible Work Schedule are pending discussions at the Coalition of Rutgers Unions (“CRU”) negotiations table. Upon agreement on final language between the CRU and the University, the parties shall incorporate agreed upon language into the final version(s) of Article 9, and/or any new Article.
40. The Parties have a tentative agreement on Article 11 – Health and Safety (see below).
41. Following the ratification of the 2022-2026 collective negotiations agreement, the University agrees to continue to meet and negotiate/discuss with HPAE with respect to mandatorily negotiable terms and conditions of employment relating to the impact of the implementation of the Master Affiliation Agreement. The parties understand and agree that neither party waives its position with respect to the classification of such negotiations/discussions.
42. Any and all existing proposals and information requests made during negotiations as well as unfair practice charges relating to those outstanding information requests, but not addressed in this Memorandum of Agreement, by either the University or the Union are deemed withdrawn.

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43. The parties agree that the term of the Agreement in Article 22 shall be July 1, 2022 – June 30, 2026.


44. For the Union, this MOA is subject to ratification by its members employed by the University.

Any terms of the Parties' 2018-2022 collective negotiations agreement not expressly modified by this MOA and that attachments to this MOA shall remain in full force and effect and shall be incorporated into the parties' July 1, 2022 through June 30, 2026 CNA.

FOR RUTGERS UNIVERSITY:

FOR HPAE 5094:


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Ryan Novosielski 06/29/2023

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Justin O'Hea 06/29/2023

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Charles Jackson 06/29/2023

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Kerry Margaret Butch 06/29/2023

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Jennifer Hunt 06/30/2023

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DocuSigned by:  
*Fatima Meadows*  
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Fatima Meadows 06/30/2023

DocuSigned by:  
*Susan Fenker*  
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Susan Fenker 06/30/2023

DocuSigned by:  
*Robin Covington*  
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Robin Covington 06/30/2023

DocuSigned by:  
*Saleena Ghanny*  
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Saleena Ghanny 06/30/2023

DocuSigned by:  
*Christina Rozario*  
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Christina Rozario 06/30/2023

DocuSigned by:  
*Dana Laclair*  
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Dana Laclair 06/30/2023

DocuSigned by:  
*Mayra Barreto*  
AF12B857D55A406  
Mayra Barreto 06/30/2023

DocuSigned by:  
*Lisa Adams*  
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Lisa Adams 06/30/2023

## TENTATIVE AGREEMENT

### 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:

1. Name
2. University ID
3. Job Title
4. Current University Date of Hire
5. Department
6. Unit/School
7. Campus
8. Building
9. Work Facility Address
10. Work Telephone Number
11. Home Telephone Number
12. Cellular Telephone Number
13. Classification Description (FT or PT, per diem, exempt or non-exempt, bi-weekly standard hours)
14. Salary Table
15. Grade
16. Step
17. Hours per Pay Period
18. Hourly Rate
19. Annual Salary
20. Home Address
21. Rutgers Email Address
22. Personal Email Address
23. Union Membership Status
24. Transfer Status
25. Funding Status, including but not limited to: Unrestricted Amount, Auxiliary Amount, Federal Appropriations, Gift/Endowment, Grant
26. Hourly Shift Assignment (7.5, 8, 10, 12 hour shifts)
27. Shift Assignment (day, evening, night)
28. Years of Service

- 29. Health Plan
- 30. Healthcare Coverage Description
- 31. Retirement Plan, when available**
- 32. Retirement Date, when available**
- 33. Layoff 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.

## TENTATIVE AGREEMENT

### 3.02 Work Outside of Job Classification/ Salary Adjustment

The parties agree that negotiations unit employees 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 negotiations unit employee'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 negotiations unit employee 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 Appointment - The appointment of a negotiations unit employee to another position, on a temporary basis, due to the absence of an incumbent (e.g. while a manager is on leave of absence).**

**Interim Appointment – The temporary appointment of a negotiations unit employee to another position for which no regular incumbent exists (e.g. vacant position or position which has not previously existed), due to the business needs of the school or operating unit.**

Acting and interim appointments shall be governed by University Policy 60.9.35 ~~dated October 10, 2013~~, "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 negotiations unit employee 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~~ **negotiations unit employee** 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 the grievance procedure.**

d) Secondary Appointments for Exempt Employees

A secondary assignment is for exempt employees within the HP AE 5094 unit who may be asked and agrees to perform responsibilities within or below their current title but in another department within the operating unit. Compensation to perform these responsibilities is a rate to be determined by the HR Compensation Services Department based on secondary position title. The request to create a secondary assignment must be submitted in advance for approval by the Vice President or designee of the operating unit. The decision as to who is offered the secondary assignment is at the discretion of the department after consultation with the HR Compensation Services Department.

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### 3.03 Promotions and Transfers

Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements and the salary range for the position.

Negotiations unit employees may bid online on any open position for which they qualify provided those positions are not being reserved for negotiations unit employees affected by a layoff or intradepartmental postings.

All regular vacant bargaining unit positions that the University intends to fill will be posted through the University Human Resources Online Employment Application Process on the [UMDNJ Rutgers](#) website. 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.

Beginning thirty (30) days after ratification of this Agreement, each internal applicant within a department who applies during the first ~~five (5)~~ **seven (7) calendar days** of posting for a higher classification **within the same department**, as identified on the position posting, shall be interviewed.

Each internal candidate will be notified in writing of the decision with respect to his or her candidacy on a timely basis. This decision will indicate: 1.) that the applicant has been offered the position, or 2.) that the applicant has not been offered the position, including a reason for such decision.

The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position. **Any dispute regarding this paragraph shall be grievable to Step Two of the grievance procedure with the decision at Step Two being final and binding.**

Negotiations unit employees who wish to transfer within the same Department in the same title must submit a request on the University's web-based tracking system. Within **five (5)** business days of the posting, **In addition**, they must notify in writing and/or e-mail of the transfer request to the immediate supervisor and appropriate HR **Generalist Representative** of the vacant position. The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal candidates. Should the negotiations unit employee be denied the transfer, said denial may be appealed to the Director of Human Resource Services who will consult with the Director of Labor Relations or designee, prior to rendering a decision within five (5) days of the denial. The Director of Human Resource Services shall render a decision on the appeal prior to any job offer being made to another candidate.

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Transfer in status or classification shall not delay the use of entitled benefits.

At the time of promotion, a negotiations unit employee shall be provided the opportunity to negotiate his/her salary increase and shall receive written notice of final salary offer. Acceptance of the position constitutes acceptance of the salary, and the amount of the promoted negotiations unit employee's salary shall not be subject to the grievance procedure. This provision shall not result in any promoted negotiations unit employee being placed off guide.

Voluntarily transferred and promoted negotiations unit employees shall serve a **ninety (90)** calendar day probationary period, **subject to a thirty (30) calendar day extension.** Reclassifications and Involuntary transfers within a Department do not serve a probationary period. Such negotiations unit employee shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period.

At any time prior to the end of probation, the negotiations unit employee may return to his/her former position, provided that it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for **six** months. Should the negotiations unit employee fail probation, the University shall return the negotiations unit employee to his/her former position if it is still available.

Should the negotiations unit employee's position not be available, the employee may be offered a vacant position to the classification of the former title held by the employee before the promotion, if one exists on the campus. If the vacant position is in a different department, the employee must serve a 90-calendar day probation period. If not, the employee will be placed on the recall list for one year.

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### 3.04 Reassignment

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

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

When a reassignment is deemed necessary, the University will ask for volunteers. **The Union may request, in writing, a Labor Relations Conference regarding a reassignment impacting five (5) or more negotiations unit employees in a single department.** 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 negotiations unit employees 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).

## TENTATIVE AGREEMENT

### 3.05 Evaluations

The annual staff performance evaluations will be done on a prompt and timely basis. Negotiations unit employees shall have the option to provide a self-evaluation or written comments to their supervisor in anticipation of their annual performance evaluation. Any negotiations unit employee electing this option must provide the self-evaluation or written comments no later than three (3) days prior to the annual staff performance evaluation. At the time of the evaluation, the negotiations unit employee will be provided a copy of his/her job description. The negotiations unit employee being evaluated will be provided a copy of his/her performance evaluation and will have five (5) calendar days to review the evaluation. By the conclusion of the time period, the negotiations unit employee may add his/her comments to the performance evaluation and shall sign the performance evaluation. Comments added by the negotiations unit employee shall be attached to the evaluation and included in the negotiations unit employee's Personnel file in Human Resources.

If comments are not made within this period, or the negotiations unit employee does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or where the time for the employee to sign has passed, no additional comments will be added to the evaluation other than notation of the refusal to sign.

Prior to evaluating a negotiations unit employee "1" or "2", the negotiations unit employee's supervisor must notify the negotiations unit employee that his/her performance is deficient and that their merit increment may be delayed or denied (in any fiscal year in which merit increments are given). Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues in a timely manner after such deficiencies are observed. Such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided, and a merit increment is delayed or denied, the negotiations unit employee shall receive a merit increment. In addition, the Campus Labor Relations Coordinator shall advise the issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-evaluation. During this assessment period, the supervisor shall meet with the negotiations unit employee to review his/her performance and the status of the corrective action plan. **The employee will be provided with a fully executed copy of the re-evaluation.**

Upon the mutual consent of the negotiations unit employee and his/her supervisor, the negotiations unit employee, his/her supervisor, and a Union representative shall meet to

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discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the negotiations unit employee is not subject to the grievance procedure.

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**4.01 Classification**

A negotiations unit employee will be classified as either (a) full time ,(b) part time, or per diem.

**TENTATIVE AGREEMENT**

**4.03 Regular Part Time Negotiations Unit Employee**

A negotiations unit employee who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will be defined as those who work twenty (20) hours or more per week but less than the Full Time equivalent for the position as well as **regular** part time less than twenty (20) hour employees. A **regular** part-time negotiations unit employee shall be eligible for pro-rated benefits. In addition, **regular** part-time staff shall be eligible for health insurance, as per State Legislation and the State Health Benefits Commission.



## Tentative Agreement

### 4.05 Probationary Period

All Full and Part Time ~~staff members~~ negotiations unit employees shall serve one hundred and eighty (180) calendar day probationary period following their initial date of hire. **All Per Diem employees hired on or after January 1, 2024 shall serve a probationary period of one hundred and eighty (180) calendar days.**

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full, **and** Part Time, ~~and Per Diem staff members~~ negotiations unit employees. **The University reserves the right to extend the initial probationary period up to an additional sixty (60) days for per diem staff members negotiations unit employees.** A ~~staff member's~~ negotiations unit employee's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

Probationary ~~staff~~ negotiations unit employees will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

## TENTATIVE AGREEMENT

### 4.07 Seniority

- A. **Accrual:** Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time negotiations unit employees upon the successful completion of their initial probationary period. **Per Diem negotiations unit employees shall accrue seniority within their job classification.** Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.
- B. **Loss of Seniority:** A negotiations unit employee's seniority shall be broken by resignation, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.
- C. **Layoff:** Layoffs shall be administered in accordance with University policy except as stated below:

Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within **one (1) year** from layoff.

If there is a facility closure, the affected employees shall be treated as laid off staff.

#### 1. Bumping and Vacancies

Bumps shall be only as per the procedure below. Negotiations unit employees shall be able to exercise bumping rights provided that they meet the requirements for the position.

A list of vacant positions will be available for review in the campus Human Resources offices.

A negotiations unit employee who chooses to fill a vacancy or to bump another negotiations unit employee and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list. In situations where a higher paid negotiations unit employee bumps an employee earning a lower salary, departments are encouraged to attempt to match the bumping negotiations unit employee's current salary, but in no event may the salary offered be less than the salary of the negotiations unit employee being bumped. In situations where a negotiations unit employee is placed in a vacancy pursuant to "a", "b" or "c" below, departments are encouraged to attempt to match the negotiations unit employee's current salary, but in no event may the salary offered be less than the amount budgeted for the offered

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position if such would represent a salary reduction for the negotiations unit employee.

Within their respective departments/work units, regular negotiations unit employees shall not be laid off before temporary or probationary negotiations unit employees in the same job classification.

Negotiations unit employees who have received layoff notices will be offered vacant positions as described in 4.07 a, b, and c, below prior to such vacancies being offered to negotiations unit employees on the recall list.

The University shall prepare layoff/bumping notices and serve the layoff/bumping notices to the negotiations unit employee copying the Human Resources Generalist and the Union.

Upon receiving written notice of a layoff, the negotiations unit employee will reply in writing to the Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether he/she wishes to accept layoff or to exercise his/her bumping and vacancy rights.

When an individual is identified for lay off, the negotiations unit employee will follow the process below:

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title within the operating unit and campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.
- b. Second, if a vacancy pursuant to “a” above is not available, the employee will be offered a vacancy in his/her current title on the campus. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.
- 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.
- d. Fourth, if the employee is not placed in a vacancy pursuant to “a”, “b” or “c” above, the employee may bump the least senior employee in his/her current title within the operating unit and campus. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable

to bump under this section, the employee may exercise rights under “e” below. Probation if an employee has less than 10 years seniority.

e. Fifth, if the opportunity to bump is not available pursuant to “d” above, the employee may bump the least senior employee in his/her current title campus-wide. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under “f” below. Probation if an employee has less than 10 years seniority.

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.

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.

h. Employees who exercise rights under provisions “a” through “c” above will not be required to serve a probationary period. Employees with ten (10) years of University experience and who exercise rights under provisions “d” through “f” above will not be required to serve a probationary period.

Vacancies shall be filled first before bumping. A list of vacancies shall be available for review in the campus Human Resources office.

Part-time negotiations unit employees may not bump full-time negotiations unit employees however, they may bump other part-time staff at equivalent or less hours. Full-time staff may, however, bump part-time staff. Time off benefits for full-time staff bumping into a part-time position will be prorated. Prior to regular staff being placed on the recall list, regular staff may be placed in a vacant temporary position. A

negotiations unit employee placed into a temporary position will continue to be benefits eligible. Regular staff who are placed into a vacancy which is a temporary position may bid on any vacant positions. When the temporary position has ended, the regular negotiations unit employee will be placed on the recall list for a full year based upon their former title.

A negotiations unit employee who is placed in a vacancy or bumps into a position other than a temporary position may not bid on a vacant position for a period of **six (6)** months.

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

2. **Special Categories of Employees**

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

- a. Negotiations unit employees employed under a J-Visa shall not be eligible for coverage.
- b. Negotiations unit employees employed under a H-Visa shall have bumping rights only into the same job classification.

Negotiations unit employees 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 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 negotiations unit employee 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.

- c. 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.

**B. Layoff of FXB/Child Health Unit Employees**

The University will notify the Union as soon as possible, of any anticipated changes in the status of any contracts or agreements between the University and the FXB/Child Health Unit that may result in layoff of bargaining unit employees.

A regular employee affected by a layoff may fill a vacancy or exercise bumping rights within the employee's job title, or to the immediate prior job title, within the employee's region. Bumping rights shall be exercised in accordance with current University policy.

In the event a negotiations unit employee is transferred out of the employee's home office that employee shall have preference in returning to the home office should a vacancy become available.

The regions within FXB/Child Health Unit which are in effect for layoff and bumping rights are:

- Bergen, Hudson, and Passaic
- **Hunterdon**, Morris, Sussex and Warren
- ~~Hunterdon~~ **Middlesex** and Somerset
- Essex and Union
- Middlesex Monmouth, and Ocean
- **Camden**
- Burlington and Mercer
- **Cumberland**, ~~Camden~~, Gloucester, Salem
- Atlantic, **and** Cape May, ~~Cumberland~~

The layoff of regular full and part time staff from a specific facility will not occur unless agency or temporary workers in the work unit/department are first eliminated.

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

A layoff shall be affected in the following manner:

1. Filling a vacancy within the appropriate region as specified
2. Bumping within the appropriate region as specified

3. **Notice of Layoff and Information to the Union**

The University will provide a minimum of twenty-eight (28) thirty (30) calendar days' notice of layoff to any regular negotiations unit employee affected.

Upon receiving a written notice of layoff with rights, the negotiations unit employee 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 member 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 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 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. Such notice shall be provided, by mail, fax or email, within twenty-four (24) hours of the negotiations unit employee's receipt of the layoff notice. In the event that five or more negotiations unit employees 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 affected by the layoff, provide the Union with a full up to date seniority list in Microsoft Excel format.

4. **Recall Rights**

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

All laid off negotiations unit employees 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 refuse a position

when recalled, s/he shall be removed from the recall list. However, negotiations unit employees 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 in the same job title is laid off, University-wide seniority will be utilized to determine recall rights. Should an employee be recalled to a position on a campus other than the one they were laid off from, the negotiations unit 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 accepts the position, s/he shall not have bidding rights for a period of ~~one (1) year~~ **six (6) months.**

Upon recall, a negotiations unit employee 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**

The University agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.



## TENTATIVE AGREEMENT

### 5.03 Work Schedules

Requests or preferences for time off will be submitted in writing no less than one (1) week in advance of the date(s) requested except that ~~Float Holidays accrued benefit time personal holiday (PH), mandatory leave (ML), and administrative leave (AL) days~~ may be used with less notice in the case of an emergency. Management has the right to require proof of an emergency usage of a ~~Float Holiday accrued benefit time personal holiday (PH), mandatory leave (ML), and administrative leave (AL) days~~. The University will respond in writing to all written requests within one (1) week of submission. **Employees who do not work in facilities/work units that shut down during the designated Mandatory Leave days may use Mandatory Leave days consistent with the above language.**

Changes requested by a negotiations unit employee in their schedule will be considered by the University and will not be unreasonably denied.

Negotiations unit employees shall receive as much notice as possible but not less than three (3) weeks' notice in writing, except in the event of an emergency, of a change in scheduled hours that requires a negotiations unit employee to work evening, night or weekend hours on a regular basis. A negotiations unit employee's schedule shall not be changed for disciplinary reasons however, the University reserves the right to change an employee's schedule if it is determined the employee needs closer supervision or for operational needs. Upon request, the University shall meet with the Union only to discuss the change in schedule and its impact on affected negotiations unit employees.

If possible and where appropriate, the University will seek volunteers to change to new departmental schedules.

**TENTATIVE AGREEMENT**

**5.06 Staffing – State of Emergency Policy**

**In the event of an Emergency Curtailment of Operations at the University operations will be carried out in accordance with Rutgers policy 60.1.29.**

When an employee is designated as essential, ~~he/she~~ **the employee** shall be notified **in writing**. The University shall provide designated employees with **written documentation identifying essential status, a sticker or other form of identification of Essential Status when it becomes available.**

If by July 1st of each year a negotiations unit employee 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 **and notice will be provided to the affected employee as soon as practicable.**

In situations where negotiations unit employees 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 negotiations unit employees 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, negotiations unit employees 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 Adverse Weather and Emergency Curtailment of Operations 60.1.29 regarding State of Emergency. Issues for discussion shall include the definition of "essential employee", reporting to work responsibilities, and compensation.~~

Rutgers shall provide the Union with a list of essential employees by November 1st of each year.

## TENTATIVE AGREEMENT

### 6.02 Premium Compensation Rate – Overtime Work

The University conforms to the Fair Labor Standards Act (FLSA) for public employment. All non-exempt negotiations unit employees shall be compensated at time and one-half (1½) for all hours worked in excess of forty (40) hours. Such overtime hours shall be compensated either by (a) cash or (b) compensatory time off.

For the purpose of computing overtime, all holidays paid for both unworked and hours of paid leave except sick time, shall be counted as hours worked. Overtime pay and other premium pay shall not be pyramided.

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 prior approval to do so. Failure of the supervisor to respond verbally and in writing to the written notification shall be deemed approval. For the purpose of this provision, a “full day” shall be defined as the employee’s regular daily hours of work. Compensatory time may be earned in half-day increments. ~~Comp days may not be earned fractionally.~~ Compensatory time days must be used prior to vacation, personal, administrative, and mandatory days and float days and by the end of the quarter following the quarter in which they are earned.

**TENTATIVE AGREEMENT**

**6.03 Pay Period**

Frequency of payment will continue as heretofore. All pay checks shall be delivered and available on the Friday of each pay week. Pay stubs will clearly identify specific hours worked and compensated.

Negotiations unit employees **must may** opt for direct deposit of their paycheck into their personal bank account. Negotiations unit employees may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility.

When an error in pay has been made **by the Payroll Department** resulting in an under payment to the employee, the University will issue a check with the correction **within as soon as possible, but no greater than three (3) payroll work days** of notification of the error, with proper deductions. **When an error in pay is not made by the Payroll Department, the correction will be reflected as soon as possible but no greater than one (1) paychecks of receipt of the correction.** When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an **written** explanation and agree to a repayment plan, **which may contain installments,** where appropriate. **Any such repayment will begin after two paycheck periods.**

**TENTATIVE AGREEMENT**

**7.02 Holiday Designation**

~~Effective June 12, 2015, all~~ **All** Full-Time negotiations unit employees will be entitled annually to **nine (9)** ~~eight (8)~~ holidays. Part Time negotiations unit employees will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The **nine (9)** ~~eight (8)~~ holidays are:

|  |                        |
|--|------------------------|
| New Year's Day   | Labor Day              |
| Martin Luther King's Birthday  | Thanksgiving Day       |
| Memorial Day   | Day after Thanksgiving |
| <b><u>Juneteenth (to be observed annually on the third Friday of June)</u></b> | Christmas              |
| Independence Day   |                        |

For staff subject to a seven (7) day a week schedule, New Year's Day, Independence Day, and Christmas shall be observed on the actual day they occur; e.g. if Christmas falls on Saturday it will be observed on Saturday. For staff subject to a Monday - Friday schedule, these holidays will be observed as follows:

If the holiday falls on a Saturday, it will be observed the preceding Friday. If it falls on a Sunday, it will be observed the next day; Monday.

Negotiations unit employees, absent compelling documentation of illness or emergency, who call off on the scheduled day before or after a holiday, or, if scheduled to work the holiday, call off, will be salary deleted and forfeit the holiday.

**Employees who wish to observe religious or cultural holidays, or Election Day, may do so by charging such absence to their yearly vacation or personal holiday allowance, or to administrative leave in accordance with those leave provisions and such requests shall not be unreasonably denied.**

**TENTATIVE AGREEMENT**

**7.04 Holiday Pay**

A non-exempt negotiations unit employee who is required to work on a holiday other than the Day after Thanksgiving ~~or Good Friday~~ shall be paid at a rate of time and one-half (1 ½) the basic rate of pay. A non-exempt negotiations unit employee who is required to work the Day after Thanksgiving ~~or Good Friday~~ shall be paid at a rate equal to the basic rate of pay. In addition, non-exempt staff other than twelve-hour staff shall receive either a scheduled day off or be credited with one (1) day of compensatory time.

Exempt negotiations unit employees who are required to work on a holiday shall be credited with one (1) day of compensatory time. The exempt negotiations unit employee and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period.

**TENTATIVE AGREEMENT**

**7.05 Holidays for Twelve Hour Shift Employees**

All Full and Part Time negotiations unit employees in active status January 1 of each year will be credited with **nine (9) days off designated as follows: (a) two personal days (PH); (b) four mandatory days (ML); and three administrative days (AL). A day off will be defined in accordance with Article 5.01. totaling eighty one (81) hours six (6) float holidays totaling forty eight (48) hours.** Negotiations unit employees may use these holidays in accordance with University Policy and this Article of the Agreement.

Full and Part Time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (9) University designated holidays totaling seventy-two (72) hours as per 1 through 4 below:

1. For the period July 1 through November 30 of each year of this Agreement, each negotiations unit employee will be compensated for all four (4) University designated holidays which fall within this period while the negotiations unit employee was actively employed. Payment will be made in December and paid in one lump sum at the negotiations unit employee's hourly rate of pay in effect at the time payment is made.
2. For the period December 1 through June 30 of each year of this Agreement, each negotiations unit employee will be compensated for all five (5) University designated holidays which fall within this period while the negotiations unit employee was actively employed. Payment will be made in July and paid in one lump sum at the negotiations unit employee's hourly rate of pay in effect at the time the payment is made.
3. A negotiations unit employee who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.
4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis, the negotiations unit employee will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the negotiations unit employee may owe the University.

## TENTATIVE AGREEMENT

### 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, **brother in law, sister in law, aunt or uncle**, 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~~ **utilized** within ~~seven (7)~~ **one hundred and twenty (120)** calendar days from ~~notice of~~ the date of death, **but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. A department may require verification.** ~~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.



**TENTATIVE AGREEMENT**

**7.16 Meal Period**

Non-exempt staff should not perform work during their regularly scheduled meal period unless required to do so by their supervisor. Non-exempt staff who are required to work during their regularly scheduled meal period will, at the option of the University, be paid in accordance with the Federal Labor Standards Act (FLSA). Exempt staff shall continue to be granted an unpaid meal period.

**TENTATIVE AGREEMENT**

**10.02 Resignation**

A negotiations unit employee who terminates by resignation will give the University twenty-one (21) days written notice. Staff who resign will be entitled to all accrued but unused vacation and compensation time, less any sick time advanced but not accrued.

Negotiations unit employees who terminate by resignation or for any other reason must return all University property, including but not limited to ID cards, parking tags and keys, and computer software.

Failure to return this property will allow University Management to withhold final paychecks.

After submitting **a twenty-one (21) days** notice of resignation, a negotiations unit employee shall only be eligible to use a maximum of **a combination of five (5) four (4) three (3) Paid Leave days (Personal, Administrative, Mandatory Leave) two (2) float holidays** within the last three (3) weeks of employment, provided the request(s) for such **Personal, Administrative, Mandatory Leave days float holiday(s)** are approved. **Such request shall not be unreasonably denied.**

**TENTATIVE AGREEMENT**

10.06 Tuition ~~Reimbursement~~ **Remission**

The University shall provide tuition reimbursement at the current rates in a calendar year in accordance with the practice in effect on June 30<sup>th</sup> 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, rRegularly** 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.

**Tuition reimbursement for training may be reimbursed on a case-by-case basis depending on the needs of the department(s).**

**Retired employees are eligible for tuition remission in accordance with Policy 60.2.1.**

Dependent children of Negotiations Unit Employees shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.6, C and D.

**A negotiations unit employee may request an alternate work schedule in order to take one (1), three (3) or four (4) credit course at an accredited institute of higher education or another professional course carrying continuing education units per semester (fall, spring, and summer) during the workday. Any such request shall not be denied arbitrarily.**

**TENTATIVE AGREEMENT**

**10.07 Uniform Allowance –**

Should the University require staff to wear uniforms, but choose not to provide them, the University will then provide full time staff an annual uniform allowance as follows:

|                |              |
|----------------|--------------|
| <u>FY 2018</u> | <u>\$500</u> |
| <u>FY 2019</u> | <u>\$500</u> |
| <u>FY 2020</u> | <u>\$500</u> |
| <u>FY 2021</u> | <u>\$500</u> |
| <u>FY 2022</u> | <u>\$500</u> |
| <u>FY 2023</u> | <u>\$500</u> |
| <u>FY 2024</u> | <u>\$500</u> |
| <u>FY 2025</u> | <u>\$500</u> |

Part-time staff will receive an annual uniform allowance equal to one half of the applicable uniform allowance in the fiscal year.

The uniform allowance will be effective July 1st of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1st. Full or Part Time payments will be based on the negotiations unit employee's status as of July 1st. The negotiations unit employee must be in active pay status as of the date of payment.

**TENTATIVE AGREEMENT**

**~~10.09 Charge Differential~~**

~~Effective July 1, 2010, the charge differential will be \$1.50/hour for non-exempt negotiations unit employees in the Pharmacy Department and Department of Pathology and Laboratory Medicine at University Hospital.~~

**TENTATIVE AGREEMENT**

**Article 12.01 Parking:**

1. The parking fee for all bargaining unit employees will be equal to .5% of the annual salary based on the regular rate of pay as of the last pay period of the previous fiscal year. All employees hired during any fiscal year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of hire.

The parking fee shall be paid in pre-tax dollars.

2. **Registration of vehicles and corresponding bi-weekly payments shall automatically renew, and the University shall provide at least ten business days' notice to employees of automatic renewal through a general email announcement to university employees.**

3. **Employees may cancel registration for parking during a Fiscal Year by notifying the Rutgers Department of Transportation Services by opening a case via its customer service portal. Other forms of notification such as email, telephone call, text message or in-person will not be accepted. Said notification will become effective as soon as operationally feasible after the request has been made. Employees who cancel registration for parking during a Fiscal Year shall not be responsible for the bi-weekly parking fee payroll deductions remaining in the Fiscal Year.**

4. **Separation from Rutgers will automatically terminate bi-weekly deductions after the point the notification of termination becomes effective, and the employee is no longer receiving regular pay from the university.**

5. **Employees who do not pay the annual motor vehicle registration fee may purchase up to ten (10) daily permits each Fiscal Year at the rate(s) established by the Rutgers Department of Transportation.**

**Sponsoring departments who have established event parking may register employees who are attending or working the event for the event parking.**

6. **Sections 2 through 5 shall be effective July 1, 2023.**

**TENTATIVE AGREEMENT**

**Article 14 - Discipline**

**14.02 Grievance Procedure**

**A. Definition**

1. A breach, misinterpretation or improper application of the terms of this Agreement;  
or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

**B. Purpose**

The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of negotiations unit employee grievances and to facilitate the uninterrupted operations of the University.

**C. General Provision**

No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The terms of this Article shall not apply to probationary negotiations unit employees, except with respect to payroll matters concerning salary and/or benefits. This exclusion shall not apply to regular negotiations unit employees serving a probationary period due to a change in job title which is included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the negotiations unit employee's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

All time limits are of the essence and may be extended only by mutual agreement between authorized representatives of the University and the Union. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the Union and negotiations unit employee and will not be considered.

The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

A grievance which affects a substantial number or class of negotiations unit employees, or in the case of suspension or discharge, or which the University representative at Step I lacks the authority to settle, shall be presented at Step II of the grievance procedure. A

grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays.-All disciplinary grievances must be signed by the individual grievant. An e-mail received from the grievant shall suffice for the signature of the individual grievant. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance shall not be unreasonably denied in the event of physical incapacity.

**A grievance shall be handled in the following manner:**

D. Preliminary Informal Procedure

A negotiations unit employee may orally present and discuss a grievance with his/her immediate supervisor. At the negotiations unit employee's option, he/she may request the presence of a Union representative. If the negotiations unit employee exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

E. Formal Steps

*Step One:*

The grievance shall be reduced to writing and submitted to the department head within fourteen (14) calendar days, excluding holidays, from the date upon which the negotiations unit employee first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within seven (7) calendar days, excluding holidays, after its receipt.

In the event that the department head agrees to meet with the negotiations unit employee(s) and the Union representative within seven (7) calendar days of the filing of the grievance, the department head shall have seven (7) calendar days after the meeting to respond in writing to the grievance.

*Step Two:*

The grievance may be appealed by written notice to the **Vice President for Human Resources of the University Office of University Labor Relations** or his/her representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

The **Vice President for Human Resources or his/her representative Office of University Labor Relations** will convene a hearing within twenty-one (21) calendar days, excluding



weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The negotiations unit employee may be represented at such hearing by the Union representative, Local Union Chairperson or designee. The **Vice President for Human Resources or his representative Office of University Labor Relations** will render a decision within twenty-one (21) calendar days from the date of the conclusion of the hearing.

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

This provision shall not apply to:

1. disciplinary demotion or discharge; and
2. discipline for conduct, which in the University's discretion, demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a negotiations unit employee serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained.

*Step Three-, Arbitration:*

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A (1)-above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three (3) days or more,
2. Written warnings in lieu of suspension of three (3) or more days,
3. Involuntary Demotion
4. Discharge

then a request for arbitration may be brought only by the Union within sixty (60) calendar days from the date the Union received the Step Two decision.

The request for arbitration shall be submitted in writing to the Public Employment Relations Commission, with a copy sent to **the Director of Labor Relations Vice President for University Labor Relations and Special Counsel for Labor Affairs.**

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission.

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A transcript of all arbitration hearings may be taken. All expenses of arbitration shall be borne by the University and Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party.

The arbitrator selected shall be requested to hold the arbitration within one hundred and twenty (120) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employee Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend **any provision of** this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate a negotiations unit employee with back pay, the negotiations unit employee may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back-pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and negotiations unit employee, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

With respect to contract interpretation grievances, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the 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 neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

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The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award.

If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event such legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

The terms of any settlement agreed upon in a case that has been filed for arbitration shall be implemented as soon as practical, but in any event no later than forty-five (45) days after the agreement is fully executed. The agreement may contain, if appropriate, either as a term of the agreement, or as an appendix, a statement(s) concerning the implementation of the terms of the agreement.

## TENTATIVE AGREEMENT

### Article 19 – Joint Committees

In the interest of solving mutual problems, the Union and the University agree to the following joint Labor/Management Committees:

#### 1. University-wide Labor/Management Committee

The University and the Union agree to the establishment of a University-wide Labor/Management Committee. This committee shall consist of ten (10) representatives selected by the Union and ten (10) representatives selected by the University. These committee meetings shall be scheduled in January of each year for the entire year.

The University-wide committee shall meet twice a year to discuss overall, system wide issues of mutual concern to the Union and the University. The Director of Labor Relations of the University shall attend the meetings of this Committee. Administrators or designees from any of the Divisions or Schools of the University will attend these meetings as necessitated by the agenda, which must be submitted to the Director of Labor Relations fourteen (14) days prior to the meeting date.

The Labor-Management Committees shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions.

The University agrees to release from work, if necessary, the members of the Labor-Management Committees, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Human Resources of the members of these Committees fourteen (14) days prior to the first meeting.

#### 2. Unit/School Labor Management Committees

The University and the Union agree to have ad hoc unit/school labor management committee meetings to address issues specific to the units or schools. The schools are: NJMS, RWJMS, **SOM**, SON, **SHRP**, **NJDSRSDM**, **GSBS**, **SGS**, **SPH**, and **EOSHI**. The units are: Central Administration, UBHC (including UCHC). These meetings will occur on an as needed basis but should not exceed no less than a total of four (4) in a year.

There shall be representatives of the union (not to exceed **5-8**) and representatives of the University (not to exceed **5-8**). The Union will provide an agenda at least fourteen (14) days in advance of the meeting date, along with a list of employees who might need to be released from work to attend.

**TENTATIVE AGREEMENT**

**Appendix A – List of University Operating Units**

For the purposes of Article 4.07, University Operating Units are defined as follows:

1. Newark/Scotch Plains Campus
  - a. NJ Medical School
  - b. NJ Dental School
  - c. School of Nursing
  - d. Graduate of School of Biomedical Sciences
  - e. School of Health-Related Professions
  - f. Central Administration
  - g. UBHC, excluding UCHC
  - h. School of Public Health
  
2. New Brunswick/Piscataway Campus
  - a. Robert Wood Johnson Medical School
  - b. School of Health-Related Professions
  - c. UBHC, excluding UCHC
  - d. School of Nursing
  - e. Central Administration
  - f. Graduate School of Biomedical Sciences
  - g. School of Public Health
  
3. Stratford/Camden Campus
  - a. School of Nursing
  - b. NJ Dental School
  - c. UBHC, excluding UCHC
  - d. Central Administration
  - e. Robert Wood Johnson Medical School
  - f. School of Public Health
  - g. School of Health-Related Professions
  - h. Graduate School of Biomedical Sciences
  
4. UCHC Campus
  - a. Inclusive of all prison facilities
  
5. FXB/Child Health Unit
  - a. Bergen, Hudson, and Passaic
  - b. **Hunterdon**, Morris, Sussex, and Warren
  - c. **Hunterdon-Middlesex** and Somerset

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- d. Essex and Union
- e. ~~Middlesex~~, Monmouth, and Ocean
- f. **Camden**
- g. Burlington and Mercer
- h. **Cumberland**, ~~Camden~~, Gloucester, **and** Salem
- i. Atlantic, **and** Cape May, ~~Cumberland~~

**TENTATIVE AGREEMENT**

**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**

|                     |          |
|---------------------|----------|
| Staff Assistant I   | Grade 21 |
| Staff Assistant II  | Grade 20 |
| Staff Assistant III | Grade 19 |
| Staff Assistant IV  | Grade 18 |
| Staff Assistant V   | Grade 17 |

**Accountants**

|                |             |
|----------------|-------------|
| Sr. Accountant | Grade PS 22 |
| Accountant     | Grade PH 18 |

**Budget Analyst**

|                    |          |
|--------------------|----------|
| Budget Analyst I   | Grade 25 |
| Budget Analyst II  | Grade 22 |
| Budget Analyst III | Grade 18 |

**Cancer Registry Info Specialist**

|                                     |          |
|-------------------------------------|----------|
| Cancer Registry Info Specialist I   | Grade 26 |
| Cancer Registry Info Specialist II  | Grade 23 |
| Cancer Registry Info Specialist III | Grade 20 |

**Grants & Contracts Analyst**

|                                  |          |
|----------------------------------|----------|
| Grants & Contracts Analyst I     | Grade 26 |
| Grants and Contracts Analyst II  | Grade 24 |
| Grants and Contracts Analyst III | Grade 21 |

**Habilitation Counselors**

|                            |          |
|----------------------------|----------|
| Sr. Habilitation Counselor | Grade 22 |
| Habilitation Counselor     | Grade 19 |

**Nutritionist**

|                  |          |
|------------------|----------|
| Nutritionist I   | Grade 24 |
| Nutritionist II  | Grade 22 |
| Nutritionist III | Grade 20 |

**Spec Poison Information**

|                             |          |
|-----------------------------|----------|
| Spec Poison Information I   | Grade 31 |
| Spec Poison Information II  | Grade 30 |
| Spec Poison Information III | Grade 29 |
| Spec Poison Information IV  | Grade 28 |
| Spec Poison Information V   | Grade 27 |

**Mental Health Clinician\***

|                             |          |
|-----------------------------|----------|
| Mental Health Clinician II  | Grade 25 |
| Mental Health Clinician III | Grade 22 |

**Public Health Representative\***

|                       |          |
|-----------------------|----------|
| Public Health Rep II  | Grade 21 |
| Public Health Rep III | Grade 18 |

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

**Health Educator**

|                                   |                        |
|-----------------------------------|------------------------|
| <b><u>Health Educator II</u></b>  | <b><u>Grade 23</u></b> |
| <b><u>Health Educator III</u></b> | <b><u>Grade 20</u></b> |

**Social Worker**

|                                |                        |
|--------------------------------|------------------------|
| <b><u>Social Worker</u></b>    | <b><u>Grade 25</u></b> |
| <b><u>Social Worker I</u></b>  | <b><u>Grade 22</u></b> |
| <b><u>Social Worker II</u></b> | <b><u>Grade 18</u></b> |



**TENTATIVE AGREEMENT**

Change all current gender references to gender neutral references

**TENTATIVE AGREEMENT**

Side Letter of Agreement # \_\_\_ - Continuing Education for University Behavioral Health Care

Debbie White, President  
Health Professionals and Allied Employees  
110 Kinderkamack Road  
Emerson, New Jersey 07630

[Date]

Re: Continuing Education for University Behavioral Health Care

Dear Ms. White,

The University and Union are interested in providing clear information regarding the availability of continuing education units for negotiations unit **employees** assigned to University Behavioral Health Care (“UBHC”). Therefore, the University proposes the following:

The University will continue to provide opportunities for discounted and no cost continuing education units for negotiations unit employees assigned to UBHC. The University will provide negotiations unit employees assigned to UBHC with a list of available continuing education classes on a centralized website location. In addition, should additional opportunities become available, the University will send negotiations unit employees assigned to UBHC email correspondence regarding additional opportunities via their University email address.

The University will provide negotiations unit members assigned to UBHC with the opportunity to provide feedback regarding existing continuing education courses and suggestions for additional continuing education units on **a bi-annual** basis. The University will review those recommendations and may add additional discounted and no cost continuing education units based on that feedback.

**Unless mutually approved by the University and Union, this Side Letter will sunset at the expiration of the 2022-2026 Collective Negotiations Agreement.** Nothing contained within this Side Letter will be subject to the grievance procedure.

Please indicate your agreement by signature below.

Very Truly yours,

Abdel Kanan  
Director of Labor Relations  
Office of University Labor Relations

Debbie White, President  
Health Professionals and Allied Employees

**TENTATIVE AGREEMENT**

**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 HP AE positions which are in the database shall be provided to the HP AE 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, October 1, 2014 to June 30, 2018 the following salary and fringe benefit improvement shall be provided to eligible negotiations unit employees 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 2018-2019**

HP AE 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**

HP AE 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 \$1,200 (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 \$1,200 (not to be added to the base salary), prorated 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%.

a. Fiscal Year 2023

- i. Effective July 1, 2022, a 4% across the board salary increase to base salary provided that the eligible employee<sup>1</sup> is on the University payroll in a negotiations unit position on the payment date. Any negotiations unit employee who retires between July 1, 2023 and the date of payment shall be eligible for the retroactive across the board adjustment.

b. Fiscal Year 2024

- i. Effective July 1, 2023, all eligible employees will receive a step move and a 1.85% across the board increase provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.
- ii. Effective July 1, 2023, employees on Step 20 of the PH or PS Salary scale shall receive a 1.9% lump sum payment based on their salary of

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<sup>1</sup> For negotiations unit members in the HPAA Local 5094, to be considered an “eligible employee” for purposes of the salary increases set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i, such negotiation unit members must be a negotiations unit member on June 30 of the same year as the effective date of payment of the salary increase set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i. Additionally, for negotiations unit members in the HPAA Local 5094, the salary increase shall be based on the negotiations unit member’s salary as of June 30 of the same year as the effective date of payment of the salary increase set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i.

their June 30, 2023 salary (not to be added to the base salary), pro-rated for part-time employees provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

c. Fiscal Year 2025

- i. Effective July 1, 2024, all eligible employees will receive a step move and a 1.6% across the board increase provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.
- ii. Effective July 1, 2024, employees on Step 20 of the PH or PS Salary scale shall receive a 1.9% lump sum payment based on their salary of their June 30, 2024 salary (not to be added to the base salary), pro-rated for part-time employees provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

d. Fiscal Year 2026

- i. Effective July 1, 2025, all eligible employees will receive a step move and a 1.6% across the board increase provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.
- ii. Effective July 1, 2025, employees on Step 20 of the PH or PS Salary scale shall receive a 1.9% lump sum payment based on their salary of their June 30, 2025 salary (not to be added to the base salary), pro-rated for part-time employees provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

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>2</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.

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<sup>2</sup> The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

Memorandum of Agreement – June 29, 2023

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

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

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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

**Joint Union Health and Safety MOA**

In recognition of the fact that each collective negotiations unit has somewhat different health and safety language, this proposal outlines certain foundational principles that should be incorporated in each health and safety article and shall be applicable only to the signatories of this agreement set forth below.

The following principles should be part of each contract:

1. A General Statement

Rutgers and the Unions agree to the importance of a safe and healthy work environment and to strategically work together to improve health and safety. The University shall act in compliance with NJSA 34:6A-33 and shall furnish to each of their employees with employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death, serious injury or physical harm to their employees.

2. Response to Health and Safety Issues

- a. Employees shall report health and safety complaints to a chair, program director or dean and to the Rutgers Environmental Health and Safety (REHS). It shall be the responsibility of the department, program, or school leadership in conjunction with REHS to immediately take steps to investigate any employee complaint.
- b. The University shall use best efforts to make an initial determination of whether the conditions forming the basis for the complaint pose a danger to the health and safety of unit members within 48 hours from the filing of the complaint. If conditions pose an imminent danger to the health and safety of employees, the University shall take immediate steps to provide employees with a healthy and safe work environment. Those steps may include relocations to another university building or facility, remote work, early dismissal, or any other practical remedy. The University's initial determination shall be provided to the affected department(s), the employee(s) filing the complaint, and the Union(s) representing the employee(s), and shall include a description of the steps to be taken to remediate the unsafe or unhealthy condition.
- c. If the Union or the employee disagrees with the determination of REHS, a grievance may be filed directly with OULR. CRU union collective negotiations agreements will provide for the expedited arbitration of health and safety grievances. For an imminent danger, an employee may request to be relocated while awaiting a finding by REHS, another unit of the University, PEOSH or an arbitrator appointed in accordance with the applicable collective negotiations agreement. The University will, if feasible, accommodate such a request and



relocate the employee to a different university building or permit the employee to work remotely, if the employee's duties can be performed remotely.

3. Right to Information, including Access by Union Retained Health and Safety Expert

- a. Health and safety information requested by a Union shall be provided as soon as possible, but in no event later than seven business days from receipt of the request by the appropriate University office provided the requested information is available.
- b. At its own expense, a Union shall have the right to retain an expert. The Union may request that their expert enter the premises of the University to conduct an inspection of a condition alleged to be unsafe or unhealthy. Such a request shall not be unreasonably denied. The expert must be appropriately credentialed and/or licensed to conduct an inspection of a condition alleged to be unsafe or unhealthy. The Union shall give REHS and RUPD as much advance notice as possible, but in no event less than 24 hours' notice, that an expert will be conducting a health and safety inspection on University premises.

The inspection by the expert and any testing conducted by the expert shall not interfere with the operation of the University. The expert must act in conformity with all applicable University rules, regulations, and policies regarding access to facilities. If sampling is to be conducted, the expert must submit a sampling plan and conduct sampling in accordance with recognized industrial hygiene practices and established methods. Access to mechanical equipment and spaces will be authorized, coordinated, and provided by the appropriate University department(s) in coordination with the Union's expert. No destructive testing is permitted without prior approval.

The expert and their company must provide their credentials and a certificate of insurance in compliance with the standards of same as set for by Procurement Services and the Office of Risk Management to the Office of Rutgers Environmental Health and Safety before entering any university premises. Any laboratories or third-party entities contracted by the expert must also provide the appropriate licenses, certifications, accreditations, and certificate of insurance as required of the expert.

- c. In cases of complaints filed with University Facilities regarding temperatures below or above the indoor work environment range recommended by PEOSHA – 68 degrees to 79 degrees - the University shall initiate corrective action. If the University is unable to provide a workplace within the temperature range recommended by PEOSHA, at the discretion of the employees' department head or designee, employees may be permitted to work from an alternate University

location or work remotely. However, if a determination is made that the workplace temperature is unsafe or unhealthy, the University will immediately initiate remedial action, including relocating employees or permitting remote work.

4. A Joint Health and Safety Committee

- a. A Joint Health and Safety Committee consisting of one representative from each union shall meet at least quarterly with the Chief Operating Officer of the University or their designee and other University representatives authorized to address the agenda topics. So that the meeting shall be productive and appropriate personnel can be present, an agenda of topics to be discussed shall be submitted to the office of the Chief Operating Officer of the University at least five (5) business days in advance of the meeting date. The agenda shall minimally include discussion and status updates involving previously-made complaints that are unresolved.
- b. Meetings may be called by the CRU outside of the regular quarterly meeting, with the consent of the University, to address specific agenda topics provided in advance.

5. Violence Prevention, including safe and secure parking facilities

- a. The University shall establish committees as required by the Violence Prevention in Healthcare Facilities Act for its facility(s) which are expressly covered under the Act and its implementing regulations (N.J.S.A. 26:2H-5.17 et seq.; N.J.A.C. 8:43E-11.4).
- b. The University, upon request, shall conduct safety walks to identify lighting deficiencies within parking facilities. Escorts may be requested, subject to availability of staff to accompany bargaining unit members to and from parking facilities when necessary to ensure their safety.

6. No Retaliation for Reporting Health and Safety Violations

Employees, who report health and safety concerns, will not be subject to retaliation, harassment, intimidation or discrimination.

7. The above provisions shall be incorporated in and adapted to each of the Union's collective negotiations agreements. The above language does not replace current language in the Unions' existing collective negotiations agreements, except where it may conflict with existing agreement language, then it will supersede said existing language.

Agree:

Agree:

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6-14-23CRU Counter Proposal

[Handwritten Signature]

Date: 6.21.23

[Handwritten Signature]

Rebecca Givan, AAUP-AFT

6.23.23  
Date:

[Handwritten Signature]

Sara Holden, CIR/SEIU

Date: 6/25/23

[Handwritten Signature]

Frank Proscia, M.D., Doctors Council SEIU

Date: 06-23-23

Dr. Sabrina Brown-Oliver VP Local HPAE 5098

Date: 6/23/23

DocuSigned by:  
Bryan K. Sacks  
7EA2C70B837A401

6/27/2023

Date:

Bryan Sacks, VP, PTLFC-AAUP-AFT

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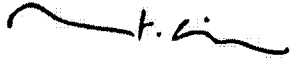
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6-14-23CRU Counter Proposal



Date: 6.21.23



Rebecca Givan, AAUP-AFT

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Frank Proscia, M.D., Doctors Council SEIU

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Dr. Sabrina Brown-Oliver VP Local HPAAE 5098

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