

**Tentative Agreement between the Communications Workers of America, AFL-CIO and Rutgers, the State University of New Jersey**

On this 15th day of May 2015, the Communications Workers of America, AFL-CIO (CWA) and Rutgers, the State University of New Jersey (the University) tentatively agree to the following provisions for a successor collective negotiations agreement to the parties' 2011-2014 Agreement.

1. The term of the successor agreement will be from July 1, 2014 through June 30, 2018.
2. The parties' 2011-2014 collective negotiations agreement will be amended in accordance with the terms of the agreements attached to this Tentative Agreement (TA) as Schedules A, B and C and in accordance with terms of this this TA.
3. Economic Agreement

Article 17.02: the following language will be substituted for the language in the parties' 2011-2014 Agreement:

- A. Effective July 1, 2014, all bargaining unit members will receive an across-the-board increase to base pay of \$1,278. Effective July 1, 2014, the SH and SS salary ranges will be increased by \$1,278.
- B. Effective July 1, 2015, all bargaining unit members will receive an across-the-board increase to base pay of 2%. Effective July 1, 2015, the SH and SS salary ranges will be increased by 2%.
- C. Effective July 1, 2016, all bargaining unit members will receive an across-the-board increase to base pay of 2%. Effective July 1, 2016, the SH and SS salary ranges will be increased by 2%.
- D. Effective July 1, 2017, all bargaining unit members will receive an across-the-board increase to base pay of 2.25%. Effective July 1, 2017, the SH and SS salary ranges will be increased by 2.25%.
- E. Language in current contract is unchanged.

The following additional language will added to Article 17:

- F. The above salary increases in 17.02 (A),(B),(C) and (D) of this Article are subject to the appropriation of and allocation to the University by the State of adequate funding.

In the event the University intends to withhold any of the above salary increases by invoking the "subject to" language, it is agreed that the invocation of the

“subject to” language will be based on a determination by the University that there exists a fiscal emergency.<sup>1</sup> If the University invokes the “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide CWA with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days’ notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days’ notice, upon request of CWA 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 CWA 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.

CWA may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

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

3. During the notice period, upon written request by CWA, 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 CWA may file an Article 14.02(A)(1) grievance pursuant to paragraph 5 below.
4. CWA 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, CWA may file a grievance under Article 14.02(A)(1) of the Agreement. The grievance shall proceed directly to step three arbitration under Article 14.02(E). 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 section F of this Article. 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 section F of this Article, the parties shall mutually agree upon another arbitrator.

4. Health Benefits:

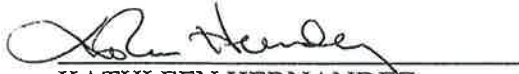
Article 10.01: The following language shall replace the current language in the contract:

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect July 1, 2014.

5. Any language in the parties' 2011-2014 Agreement not expressly modified by the attached agreements set forth in Schedules A, B and C or included in this Tentative Agreement will remain unchanged in the parties' 2014-2018 Agreement.
6. All other proposals submitted by either party during the course of these negotiations are deemed withdrawn and without effect.

7. This Tentative Agreement is subject to ratification by the membership of CWA.

CWA



KATHLEEN HERNANDEZ,  
EVP, CWA Local 1031

Dated: 5/15/15

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY



VIVIAN FERNANDEZ,  
VICE PRESIDENT for FACULTY STAFF  
RESOURCES

Dated: 5-18-15



HARRY AGNOSTAK,  
ASSOCIATE VP,  
HUMAN RESOURCES

Dated: 5-15-15



ABDEL KANAN,  
DIR. LABOR RELATIONS, RBHS

Dated: 5-15-15

**Schedule A attached to 5-15-15 Tentative Agreement between CWA and the University**

1. Article 3.05 – Union Representatives, Rights and Limitations
  - a. University withdraws proposal #6 to decrease number of union representatives (9/24/14)
  - b. CWA withdraws 9/24/14 3.05 proposal [CWA proposal #8], third paragraph to increase number of union representatives from 12 to 20 and also withdraws its other proposed changes to Article 3.05 with respect to the amount of time granted to union representatives to investigate grievances.
  - c. CWA agrees to University proposal #6 to delete reference to Director of Human Resources Services.
  - d. Other than the agreed to change in “c” above, Article 3.05 will remain unchanged in the successor agreement.
2. Article 3.06 – Union business
  - a. University withdraws its proposal #7 (Article 3.06) to reduce the number of union leave days from 15 days to 12 days.
3. Article 3.07 – Information and Data
  - a. University agrees to withdraw its proposal #8 with respect to information and agrees to provide the following information on unit members: Last Name, First Name, Home Address, Title, Grade, Annual Salary, Position Number, Department, Workweek designation, Percent time, employment dates, Email address, Member/fee payer status, and Gender.
  - b. The University agrees to provide CWA, on a quarterly basis, with a report on all reclassifications within the bargaining unit.
  - c. The University agrees to also provide the following membership information if such information becomes available through a change in software systems or other information technology: Job Class Code, Campus Address, Campus Phone Extension.
  - d. The University agrees to provide CWA with a copy of each generic position summary for CWA bargaining unit titles when they are developed.
  - e. CWA withdraws its request for monthly notice of job vacancies.

4. Article 3.08 – Bulletin Boards
  - a. CWA agrees to University proposal #9 to reduce the number of bulletin boards.
5. Article 3.09 – Union Access to Premises
  - a. University agrees to CWA proposal 09/24/14 [CWA proposal #8] regarding access to premises. This provision does not apply to facilities, offices or buildings that the University does not control.
6. Article 4.02 – Outside Job Classification Work and Reclassifications
  - a. CWA agrees to University proposal #10 with following modification – change “next pay cycle” to “within the next two pay cycles.”
  - b. CWA withdraws proposed addition to Article 4.02 [9/24/14 CWA proposal #10] that would permit CWA to grieve the decision of Compensation Services.
  - c. The University agrees to CWA’s proposed change to paragraph 2 of Article 4.02 requiring Compensation Services to provide a written decision to the Union and the Department.
7. Article 4.05 – Labor-Management Committee
  - a. CWA agrees to University proposal #12 to replace “bi-monthly” with “ad hoc” in the last sentence of the 1<sup>st</sup> paragraph and to delete the last sentence of Article 4.05.
8. University withdraws Proposal #23 (Article 8.06, Vacation Accruals) and Proposal #24 (Article 8.09, Sick Leave, Entitlement and Amount).
9. CWA withdraws Proposal #9 (Article 8.09, Sick Leave, Entitlement and Amount)
10. CWA agrees to University Proposal #22 (Article 8.05 Vacation Amount) – replace Director of Human Resources Services with Vice President of Faculty and Staff Resources.

**Schedule B attached to 5-15-15 Tentative Agreement between CWA and the University**

1. Layoff/Bumping Rights

- a. CWA Proposal 2 on Terminal Benefits (9-24-14) is modified as follows:

**11.01 Terminal Benefits:**

A full-time or part-time staff member whose employment is terminated by reason of permanent layoff will receive as a terminal allowance:

- a) **Twenty-eight (28) calendar days'** notice or compensation at the staff member's regular compensation rate to the extent such notice is deficient.
- b) Accrued but unpaid vacation and compensatory time to the staff member's termination date.
- b. CWA agrees to University's proposed modification of paragraph (a) of Article 11.01, Terminal benefits and to the modification to existing paragraph (b) as set forth in University proposal #28.
- c. The University withdraws its proposal to add a new paragraph (b) to Article 11.01 as set forth in University proposal #28.

2. University withdraws proposal #16.

3. CWA agrees to modify its Proposal #2 on Seniority (9-24-14) as follows:

**5.07 Seniority:**

- A. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. **Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.**
- B. Loss of Seniority: A supervisor'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:
1. Seniority will prevail in layoffs due to economic reasons or reorganization.

2. Within their respective departments/work units, regular supervisors shall not be laid off before temporary or newly hired probationary supervisors in the same job classification.
3. Bumping Rights
  - 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.
  - 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.
  - 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 or immediate prior title University-wide. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list.
  - 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.
  - 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.
  - 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 title campus-wide, **provided the employee's prior held title is in a CWA bargaining unit.** 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.



- g. Seventh, if the employee is not offered the opportunity to bump pursuant to "f" above, the employee may bump the least senior employee in his/her immediate prior title University-wide, **provided the employee's prior held title is in a CWA bargaining unit.** 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.
- h. **Eighth, if the employee is not offered the opportunity to bump pursuant to "g" above, the employee shall be offered the opportunity to fill a vacant position University-wide, other than in the employee's current or immediate prior title, for which the employee is qualified. If the employee opts not to exercise his/her rights under this section, the employee may opt to be placed on the recall list.**
- i. An employee, who has been employed for a year or more and has no bumping rights or rights to fill vacancies under paragraphs a-h above, shall be placed on the recall list.
- j. Employees who exercise rights under provisions "a" through "g" above will not be required to serve a probationary period.
- k. A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the campus Human Resources department that the salary of the vacant or bump position is more than 10% below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list.

(See Appendix A for a listing of University Operating Units as they apply to Layoffs and Bumping.)

- l. Bargaining unit employees who fill vacancies or bump into positions pursuant to this Article shall retain their seniority rights and their accrued paid leave time.

4. Recall Rights:

All laid off staff members shall retain their rights of recall for **18 months** ~~one year~~ from the date of layoff. Staff members will be recalled based on University seniority.

Laid off staff members have 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.

Should a laid off staff member refuse a position when recalled, he/she shall be removed from the recall list. However, staff members shall be allowed to refuse a position if the salary of the position is greater than or equal to 10% less than the salary of their former position. Upon recall, a staff member shall retain his/her original date of hire.

5. A list of vacant positions will be available for review on the University website. ~~in the Campus Human Resources Offices.~~
6. Employees recalled six months or more after being laid off will be required to serve a 90 day probationary period, subject to a 90 day extension, except that a supervisor who bumps or is recalled into the same job title within the same department shall not be required to serve a probationary period.
7. Layoff for Special Categories of Supervisors: All regular full or part-time supervisors shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:
  - a) Supervisors employed under a J-Visa shall not be eligible for coverage.
  - b) Supervisors employed under a H-Visa shall have bumping rights only into the same job classification.
  - c) Supervisors 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 as determined by the Vice President of Research.

If a supervisor cannot bump in the Department, he/she can bump into the immediate prior title (non-research) on the campus.

The parties agree that the subject matter of any appeal to arbitration concerning the Vice President for Academic Affairs' 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.

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

8. Information to the Union: The University ~~shall continue the practice of providing~~ the Union with a copy of each layoff notice sent to supervisors. The notice shall be provided to the Union within 24 business hours of

service of the notice to the individual supervisor. In the event that five or more supervisors 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 supervisor affected by the layoff, provide the Union with an up to date seniority list of the affected departments and job titles. **Upon request, the University shall also provide the Union with a copy of the recall list maintained by the University and copies of all notices of vacancies sent to persons on the recall list.**

9. ~~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.~~

Schedule C attached to 5-15-15 Tentative Agreement between CWA and the University

MEMORANDUM OF AGREEMENT

- A. When systematically feasible by Rutgers, the daily rate of pay shall be based on the actual number of work days in the Rutgers' fiscal year.
- B. When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday;
- C. When systematically feasible by Rutgers, the payroll **projection** ~~holdback~~ shall be eliminated for an employee hired into the Local 1031 unit on or after the ratification of this Agreement by the parties.
- D. The parties agree to use the Rutgers' calendar, which is fiscal year based and runs from July 1 to June 30. **On July 1, 2015, CWA unit members will be credited with the paid leave days to which they are entitled pursuant to paragraph F of this MOA for the July 1, 2015 through June 30, 2016 fiscal year. CWA unit members will have until June 30, 2016 to use all floating holidays (to be re-designated as Administrative Leave Days) in their leave banks on June 30, 2015 and to use the additional six paid leave days they will receive in FY 2016 pursuant to paragraph F below. The vacation carry-over limits will be applied effective July 1, 2016, for all days earned between January 1, 2015 and June 30, 2016.**
- E. Effective upon ratification, the paid holiday schedule for CWA Local 1031 unit members shall be comprised of Eight (8) Holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas.
- F. For FY16 (July 1, 2015 – June 30, 2016), employees in Local 1031 positions will receive 6 additional leave days that will be available through 6/30/16. This will be in addition to

the 6 Floating Holidays they have already received for calendar year 2015. Employees will therefore have 12 leave days to be used over the 18 months from January 1, 2015 through June 30, 2016. The additional 6 Leave days will be designated as follows: (a) 2 Personal Days (PH) and (b) 4 Mandatory Leave Days (ML) to be received in November 2015. Current float days will be designated as Administrative Leave Days. For FY17 (July 1, 2016 – June 30, 2017), employees in Local 1031 positions will receive 9 days designated as follows: (a) 2 Personal Days (PH); (b) 4 Mandatory Leave Days (ML) received in November 1, 2016; and (c) 3 Administrative Leave Days (AL). Such paid days must be used in the same fiscal year as they were received and are not eligible for payout upon separation.

G. Rutgers may designate which facilities/work units that provide essential services to the community will not be closed like the rest of the University, during the designation of the four Mandatory Leave Days referenced in paragraph F above.

H. Employees working in facilities/work units referenced in G above will not lose the four paid Mandatory Leave days even if their facility/work unit does not close. Rather they will be permitted to take the Mandatory Leave days or a personal day either on the same dates that Rutgers closes or some other date at the mutual agreement of the employee and their supervisor. Such paid Mandatory Leave days must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers. If operationally feasible, essential employees who request the use of a Mandatory Leave day on the shutdown day(s), referenced in G above, shall have them granted in seniority order. Such requests shall not be unreasonably denied.

I. Requests to use single leave days referenced in F above that are made with at least 5 workdays notice in advance shall not be denied. Requests to use consecutive (2 or more) leave

days that are made at least 45 calendar days' notice in advance shall not be denied. If more than one unit member requests the same time off, if operationally feasible, the request will be granted in seniority order. ~~This provision shall sunset as of July 1, 2017 unless reinstated by the parties prior to or during successor negotiations.~~

K. Effective upon ratification of this Agreement, the Attendance Control Policy set forth in Policy 60.9.10 (UMDNJ Legacy), shall not be applied to Local 1031 unit members.

L. Employees with oral counseling and written reprimands issued for violations of the UMDNJ Legacy Attendance Control Policy (Policy 60.9.10) will have their oral counseling and written reprimands expunged upon ratification of this Agreement. Employees with suspensions issued pursuant to violations of the Attendance Control Policy (Policy 60.9.10) will have their suspensions expunged provided they remain discipline free for a period of one (1) year from the date of ratification of this Agreement. All pending charges for violations of the Attendance Control Policy (Policy 60.9.10) that were issued more than 6 months prior to the date of ratification and have not been subject to a hearing before a representative of the Rutgers' Human Resources Department or if a hearing has taken place and Human Resources has yet to issue a decision, shall be dismissed with prejudice. All other pending charges for violations of the Attendance Control Policy must be heard by Human Resources within 60 calendar days of the date of ratification or they shall be dismissed with prejudice.

M. Effective the fall semester of 2015, dependent children of Local 1031 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.


CWA



KATHLEEN HERNANDEZ,  
EVP, CWA Local 1031

Dated: 5/15/15

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY



VIVIAN FERNANDEZ,  
VICE PRESIDENT for FACULTY STAFF  
RESOURCES

Dated: 5-18-15



HARRY AGNOSTAK,  
ASSOCIATE VP,  
HUMAN RESOURCES

Dated: 5-15-15



ABDEL KANAN,  
DIR. LABOR RELATIONS, RBHS

Dated: 5-18-15

**Side Letter on Pay Equity Issues between CWA and Rutgers University**

1. Within ninety (90) days from the ratification of the parties' tentative agreement the University, including representatives from the Office of Labor Relations, and CWA shall meet to discuss pay equity issues.
2. At least thirty (30) days prior to the meeting, CWA shall submit to the University the pay equity issues to be discussed, including any job classifications and/or individual unit members to be discussed.
3. During the meeting, CWA shall present the pay equity issues it previously identified and the parties shall discuss a process for addressing such pay equity issues, including the formation of a Joint CWA-University Committee to review such issues. By mutual agreement, additional meetings may be scheduled to discuss the pay equity issues identified by CWA.
4. By entering into this side letter, the University is not committing to resolve the issues raised by CWA or to form a Joint Committee.
5. Any action or inaction taken with regard and/or within this side letter shall ~~be~~ not be subject to the Grievance Procedure. A.K.

On behalf of CWA



Dated: 5/15/15

On behalf of the University



Dated: 5-15-15