

# Memorandum of Agreement

**June 26, 2023**

Agreement made this 26<sup>th</sup> day of June 2023 by and between Communications Workers of America, Local 1031 (“CWA Local 1031”) and Rutgers, The State University of New Jersey (“Rutgers”);

WHEREAS, CWA Local 1031 and Rutgers are parties to a collective negotiations agreement covering the period July 1, 2018 to June 30, 2022 (“CNA”); and

WHEREAS, the parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract covering the period July 1, 2022 to June 30, 2026; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by CWA Local 1031 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for CWA Local 1031 and Rutgers agree to recommend this agreement for ratification and approval;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree to the following:

## **3. Union Status**

### **3.6 Information and Data:**

A list of supervisory titles and their respective salary ranges shall be appended to the collective bargaining agreement. This is for informational purposes only. The Supervisory Title List shall be edited to include those titles in use at the time of the execution of the Agreement.

The University shall continue to provide the Union with revisions of University and Human Resource 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 policies.

Within ten (10) calendar days from the date of hire of negotiations unit employees, the University will provide the Union with the following information if it is on file with the University: name, ID, job title, department, union, building/location/work address, supervisor, job grade, home address, work telephone number, any home and personal cellular telephone numbers, date of hire, work email address, and any personal email address.

The University shall maintain a listing of bargaining unit employees who have separated from the University in the Union Data Library, and this list shall be updated monthly. This list will include: name, university ID, campus, title, hire date, separation date, unit/school, and salary table.

The University shall maintain a Union Data Library which shall contain the following information about members of the bargaining unit if on file with the University: last name, first name, home address, job title, job class code, grade, annual salary, position number, department, building/location/work address, workweek designation, percent of FTE, employment dates, email address, personal email address, member status, cellular phone number, work phone number, shift, gender and preferred gender pronouns **(if available)**. Access to the Union Data Library will be limited to a person(s) designated by the Union and agreed to with the Director of Labor Relations or his designee.

The University agrees to provide CWA, on a quarterly basis, with a report on all reclassifications within the bargaining unit.

The University agrees to provide CWA with a copy of each generic position summary for CWA bargaining unit titles.

[Remainder of Article Unchanged]

### **3.8 Union Access**

#### **Replace with the Following:**

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

- 1. The right to meet with individual negotiations unit employees on the campus of the university during the work day to investigate and discuss grievance, workplace-related complaints, and other workplaces issues:**
- 2. The right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the University campus to discuss workplace issues, collective negotiations, the administration of collective negotiations agreement s, other matters related to the duties of the Union, and internal union matters involving the governance or business of the union.**
- 3. CWA shall have the right to use the University buildings and other facilities that are owned or leased by the University to conduct meetings with negotiations unit employees regarding collective negotiations, the administration of collective negotiations, agreements, the investigations of grievances, other workplace-related complaints and issues, and internal, Union matters involving the governance or business of the Union. Meetings conducted in University buildings pursuant to the section shall not be for the purpose of supporting or opposing any candidate for partisan political office, or the purpose of distributing literature or information regarding partisan elections.**

4. **The access to negotiations unit employees set forth in numbers 1 through 3 above shall be subject to the following:**
- a) **The Union will follow all regular University procedures applicable to reserving and using University facilities, including, if applicable, paying all fees ordinary charged for reserving or using a meeting room;**
  - b) **The Union's access shall not interfere with the University operations;**
  - c) **The University reserves the right to deny a request by the Union to use a University facility. A request to use a University facility by the Union shall not be unreasonably denied.**

## **4. Personnel Practices**

### **4.2 Outside of Job Classification Work and Reclassifications:**

Supervisors shall be assigned work appropriate to their job classification. The parties agree that Supervisors will not be assigned work substantially outside of their job classification.

Claims of work outside their job classification as identified by the Union are to be submitted to Compensation Services with copies sent to the Director of Human Resources Services and the Supervisor's department head. The claims will be investigated, and Compensation Services will provide a written decision within 120 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination and be provided to the Union and the Department.

If a Supervisor has performed work substantially outside his/her job classification for a period of three consecutive weeks or 25 or more work days in any 12-month period, the Supervisor will receive pay at the rate of a higher job classification for the period during which substantial higher-level duties were assigned.

If an employee is assigned the duties of a higher title for a period greater than 20 consecutive workdays, the Union or the Department may submit 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 Department and the Union within 120 calendar days from receipt of the request. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of Compensation Services will be final and implemented the next pay cycle. If appropriate, any implementation will be effective within the next two pay cycles.

In-grade salary adjustments may be used by management to provide increases to employees who experience a demonstrable increase in their job duties or who have fallen behind in pay according to market factors.

Requests for In-Grade Salary Adjustments will be made in writing, by the Union, to Compensation Services, with copies sent to the Director of Labor Relations. A written decision shall be rendered in ninety (90) calendar days. Should the claim be denied, the Union may request to meet with Compensation Services to discuss the decision. The decision of Compensation Services will be final and not subject to arbitration.

If, after Compensation Services renders a decision recommending an in-grade salary adjustment for an employee and the employee's Department does not adopt such decision, the Union may request a review of the Department's decision by the Senior Vice President for Human Resources & Organizational Effectiveness or her designee.

#### 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 consistent with University Policy 60.9.35 “Acting Appointments and Interim Appointments.”**

#### **4.3 Vacancies and Promotions:**

Supervisors are eligible for a promotion when there is a vacancy, for which they are qualified, in a higher job classification.

All vacant bargaining unit positions that the University intends to fill will be posted through the University Human Resources Online Employment Application Process. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements, the salary range for the position.

The announcement of the position vacancy will be posted daily online. Interested candidates are to apply online.

All qualified internal candidates who submit timely bids will receive an interview for bargaining unit position vacancies. Upon request, copies of the job description shall be made available.

Each internal candidate will be notified in writing of the decision with respect to his/her candidacy. This decision will indicate: 1) the applicant has been offered the position, or 2) the applicant has not been offered the position, including a reason for such decision. Transfer in status or classification shall not delay the use of entitled benefits.

Voluntarily transferred and promoted bargaining unit members shall serve a ninety (90) calendar day probationary period, subject to a ~~ninety (90)~~ **thirty (30)** calendar day extension. Such Supervisors 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 probationary period. Should the supervisor fail the probationary period, the University shall return the supervisor to his/her former position if it is still available or will attempt to place the supervisor in a vacancy suitable to his or her work experience. Such vacancy may be at the same or lower level than the title held by the supervisor prior to being transferred or

promoted. Should the supervisor's former position not be available and should no suitable vacancy be available, the supervisor will be placed on the recall list.

At any time during the probationary period, the supervisor may return to his or her former position if 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.

**[Remainder of Article Unchanged]**

**4.5 Labor-Management Committee:**

**1. University-Wide Labor-Management Committee**

The Union and the University agree to the establishment of a Labor-Management Committee. The committee shall consist of representatives selected by the Union (not to exceed 8) and representatives of the University (not to exceed 8). The Director of Labor Relations or designee shall attend for the University. In addition, a representative from the administrative offices of the relevant administrative division of the University may attend a specific meeting of the Labor-Management Committee. This meeting will be on an ad hoc basis.

The Labor-Management Committee shall function completely separately from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions. The purpose of the meeting shall be to discuss matters of mutual concern. The Union agrees to supply a proposed agenda to the Director of Labor Relations, at least five (5) business days in advance of the meeting.

The University agrees to release from work, if necessary, the members of the Labor- Management Committee, 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 thirty (30) days prior to the first meeting.

The University and the Union agree that campus-based issues may be discussed with the Director of Labor Relations or designee on an ad hoc basis.

**Add following new language:**

**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, SON, SHRP, RSDM, SGS, SPH. The units are: Central Administration, UBHC (including UCHC). These meetings will occur on an as needed basis but should not exceed a total of four (4) in a year.

There shall be representatives of the union (not to exceed 8) and representatives of the University (not to exceed 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.

**4.6 Supervisor Performance Evaluation:**

- A. The annual supervisory performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the supervisor will be provided a copy of his/her job description. The supervisor being evaluated will be provided a copy of his/her performance evaluation and will have three (3) calendar days, excluding holidays and weekends, to review the evaluation. By the conclusion of the time period, the supervisor may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the supervisor shall be included in the Supervisor's Personnel file in Human Resources.
- B. If comments are not made within this period or the supervisor does not sign within this period, the right to comment will be forfeited, the manager or immediate supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file.
- C. Prior to evaluating a supervisor as a "2" or a "1," the supervisor's manager or immediate supervisor must notify the supervisor that his/her performance is deficient and that he/she may receive no performance-based increases. Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.
- D. Upon the mutual consent of the supervisor and his/her manager or immediate supervisor, his/her manager or immediate supervisor, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the supervisor is not subject to the grievance procedure.
- E. Beginning FY 2001, the Supervisor's annual evaluation will occur on or about November 1. Each overall evaluation shall fall into one of the following categories: "5" (highest), "4," "3," "2" or "1" (lowest).
- F. Each supervisor shall be notified of his/her rating and given an opportunity to participate in the formulation of performance standards and improvement goals for the next appropriate evaluation. The period of such re-evaluation should be established consistent with the performance standards and improvement goals developed by the supervisor and his/her manager or immediate supervisor.
- G. The supervisor shall be provided with copies of the performance evaluation and the agreement on performance standards and improvement goals. All evaluations shall be signed by the supervisor and by the manager or immediate supervisor before being placed in the supervisor's personnel file. The supervisor's signature shall signify that the supervisor has seen and reviewed the evaluation, but not that she/he necessarily concurs with its contents.
- H. If a supervisor received a rating of "2," the manager or immediate supervisor shall review the substance of performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps which should be taken to improve performance and shall review with the supervisor any warnings or prior counseling received with respect to performance. The supervisor receiving a "2" will have the right to have a union representative accompanying him/her. Also in attendance will be a representative from Labor Relations. The purpose of the meeting is not to challenge the rating, but to promote the supervisor's understanding of the basis of the rating and appropriate steps for improvement.

The supervisor's performance must be re-evaluated after another three (3) month period (within 90 days). If upon re-evaluation the performance has not come up to a "3" level, the re-evaluation shall be considered to be a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall also advise the supervisor that failure to improve performance may result in further discipline up to and including discharge. **The supervisor will be provided with a fully executed copy of the re-evaluation.**

- I. A supervisor receiving a rating of "1" shall not be entitled to receive any increase in compensation. Such performance evaluation shall be considered as a final warning for purposes of the disciplinary process. The manager or immediate supervisor shall review the performance deficiencies with the supervisor and shall counsel the supervisor as to appropriate steps that should be taken to improve performance and shall review with the staff member any warnings or prior counseling received with respect to performance. The performance of supervisors receiving the level "1" evaluation shall be carefully monitored by the manager or immediate supervisor. If performance remains below the "3" level after three months, such supervisor shall be discharged.
- J. The supervisor's performance evaluation rating is not subject to the contractual grievance procedure (Article 14).
- K. Violation of the procedure set forth above is subject to the contractual grievance procedure.

## 8. Monetary Benefits: Time Not Worked

[EXISTING 8.1 UNCHANGED]

### **TA: 8.2 Holiday Designation:**

The parties agree to use the Rutgers' calendar, which is fiscal year based and runs from July 1 to June 30.

All Full Time staff members will be entitled annually to nine (9)<sup>1</sup> holidays. Part Time staff members 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) holidays are:

New Year's Day	Labor Day
Martin Luther King Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving

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<sup>1</sup> Juneteenth is now recognized by the University, so this is merely a housekeeping revision rather than a proposal.

<b><u>Juneteenth(to be observed annually on the third Friday of June)</u></b>	Christmas Day
Independence Day	

**Employees who wish to observe religious or cultural holidays 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.**

[REMAINDER OF ARTICLE UNCHANGED]

**8.4 Holiday Pay:**

- C. Non-exempt supervisors required to work on the following holidays will be paid at the rate of time and one half (1-1/2) of their basic rate of pay for all hours worked. In addition, the non-exempt supervisors shall receive either a scheduled day off or be credited with one (1) day of compensatory time:

New Year’s Day	Independence Day
Martin Luther King’s Birthday	Labor Day
Memorial Day	Thanksgiving
Juneteenth	Christmas

**8.11 Bereavement Leave**

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee’s household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother) may charge up to three (3) days for such absence to attend the funeral or for mourning. Such time must be **utilized** within **one hundred and twenty (120)** calendar days from 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.** 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.

[REMAINDER OF ARTICLE UNCHANGED]

## **10. Monetary Benefits: Health Benefit, Prescription Drug Program, Dental Care Program, Eye Care Program, Life Insurance, Pension, Disability, Parking, Tuition Refund**

### **10.1 Health Benefits:**

#### **[SUBJECT TO CRU BARGAINING]**

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the CWA and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in P.L. 2011, c.78 and which percentages were in effect on June 30, 2018.

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

[EXISTING 10.2 AND 10.3 UNCHANGED]

### **New Article**

#### **10.4 Vision Care**

**Employees of the University represented by CWA Local 1031 will be eligible for the Rutgers Vision Care Program.**

[EXISTING ARTICLES 10.4 – 10.8 SHALL BE RENUMBERED TO 10.5 – 10.9]

#### **10.7 Parking:**

1. For every fiscal year until a successor agreement is concluded, the parking fee for all bargaining unit members will be equal to .5% of the base salary of the last pay period of the previous fiscal year. Staff hired during any fiscal year shall pay a parking fee for the remainder of the fiscal year based on their salary at the time of hire.

**2. Effective July 1, 2024, 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.**

**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.**

**3. 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.**

**4. 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.**

**5. Sections 3 and 4 shall be effective July 1, 2023.**

#### **10.9 Tuition remission and reimbursement for continuing education courses:**

##### **EDIT ENTIRE SECTION AS FOLLOWS:**

- ~~A. Effective January 1, 2000, the University will reimburse all eligible Full and Part time staff up three thousand one hundred twenty dollars (\$3120) per calendar year for tuition costs for courses successfully completed with a grade of a "C" or better.~~
- ~~B. There will be no reimbursement for incidental fees incurred in the courses.~~
- ~~C. The University will reimburse staff within six (6) weeks of submission of tuition receipts and grades by the staff member.~~
- ~~D. Effective January 1, 1997, there shall be no caps on the number of semesters for which a supervisor can receive a tuition refund.~~
- ~~E. Supervisors in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at a post-Master degree "institute" or an equivalent program in their fields.~~
- ~~F. Effective September 1, 2000, if a staff member takes a course at a non-university school that allows for a deferred tuition reimbursement, the staff member will not be required to pay the school first and then be reimbursed by the University. Provided that the staff member successfully completes the course with a grade of "C" or better and submits an appropriate invoice, the University shall issue a check to the~~

~~staff member (within the maximum amounts set forth in this section) and the staff member shall submit such check to the non-university school. However, it is the responsibility of the staff member to make such payments and the University shall be held harmless from any disputes between the staff member and the non-UMDNJ school regarding tuition payments.~~

- G. **A.** Effective Fall Semester 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.
- H. **B.** After June 30, 2021, employees covered by this collective negotiations agreement shall no longer be eligible to receive tuition reimbursement under Article 10.08; except that at the discretion of the department, employees who are required to obtain continuing education units as part of their job requirements may be reimbursed for continuing education units.
- I. **C.** Regularly appointed employees who are appointed on a fulltime 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. **Retired employees are eligible for tuition remission in accordance with Policy 60.2.1.**
- J. **D.** Effective July 1, 2023, UBHC unit members, who are required to obtain continuing education credits in order to maintain their licenses and/or certifications as a condition of their continued employment at Rutgers, shall be provided with time to complete such obligations, **when operationally feasible.**

## 11. Monetary Benefits Miscellaneous

[EXISTING 11.1 UNCHANGED]

### **11.2 Resignation:**

A staff member who terminates by resignation will give the University three (3) weeks written notice. Staff members who resign will be entitled to all accrued but unused vacation and compensatory time, less any sick time advanced but not accrued.

Staff 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 **three (3) weeks** notice of resignation, a staff member shall only be eligible to use a maximum of **three (3) Paid Leave days** within the last three weeks of employment, provided the requests for such **Personal, Administrative, Mandatory Leave** days are approved.

[EXISTING 11.3 UNCHANGED]

### **11.4 Continuing Education:**

A supervisor may request in writing to his/her manager or immediate supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation. **Such approval shall not be unreasonably denied.**

The University will grant time off without loss of pay to those supervisors approved to attend Continuing Education conferences.

Night shift supervisors who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff will receive a response to their request for participation within two (2) weeks of submission.

All travel arrangements must be made in conformance with University policy in order to be reimbursable.

**11.5 Uniform Allowance:**

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

<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 1<sup>st</sup> of each fiscal year to all eligible staff noted above who have completed their initial probation period prior to July 1<sup>st</sup>. Full or part-time payments will be based on the staff member's status as of July 1<sup>st</sup>. The staff member must be in active pay status as of the date of payment.

## **12. Health and Safety [JOINT PROPSAL] CRU**

## **14. Discipline and Grievance/Arbitration Procedure**

[EXISTING 14.1 UNCHANGED]

**14.2 Grievance Procedure:**

[EXISTING 14.2.A-D UNCHANGED]

**E. Formal Steps Step One:**

All disciplinary grievances must be signed by the individual grievants prior to the filing of the Step 1 (or Step II) appeal or within two (2) workdays of the filing of the appeal.

The grievance shall be reduced to writing and submitted to the department head within thirty (30) calendar days, excluding holidays, from the date upon which the bargaining unit member 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 provision of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within fourteen (14) calendar days, excluding holidays, after its receipt.

*Step Two:*

The grievance may be appealed by written notice to the Vice President for Human Resources of the University or his/her representative within ten (10) calendar days, excluding holidays, after the Step One decision was rendered or due.

The grievances filed initially at Step II pursuant to the fifth paragraph of 14.02C, must be filed within thirty (30) calendar days of the date upon which the bargaining unit members first gained or should reasonably have gained knowledge of the action which is the subject of the grievance.

The Vice President for ~~Human Resources~~ **Labor Relations** or his/her representative will convene a hearing within thirty (30) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The bargaining unit members may be represented at such hearing by the Union representative or designee. The Vice President for ~~Human Resources~~ **Labor Relations** or his/her representative will render a decision within thirty (30) calendar days from the date of the conclusion of the hearing.

**[REMAINDER OF ARTICLE IS UNCHANGED]**

## **18. Successorship**

**The University shall notify the Union at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership. The University agrees to provide the union with relevant information sought by the Union for the purpose of adequately representing the membership.**

**[EXISTING ARTICLES 18 – 21 SHALL BE RENUMBERED AS 19-22]**

## **22. Term of Agreement, Successor Agreement Negotiations Procedures**

### **22.1 Term of Agreement:**

This agreement shall become effective on the date when the Union presents written certification of proper ratification to the University and shall remain in full force and effect until **June 30, 2026**.

The certification shall be effective if delivered to the University within thirty (30) days of the signing of the Agreement.

**22.2 Successor Agreement:**

The Agreement shall be renewed from year to year thereafter unless either party shall give written notice of its desire to terminate, modify or amend the Agreement. Such notice shall be by certified mail prior to **December 1, 2025**. The parties agree to enter into collective negotiations concerning a successor Agreement to become effective on or after **July 1, 2026** subject to the provision above.

# Appendix A

**List of University Operating Units for Purpose of Layoff** For the purpose of Article 5.07, Section C, "University Operating Units" are defined as follows:

1. **Newark Campus**

1. ~~University Hospital~~
2. N.J. Medical School
3. **RSDM**
4. School of Nursing
5. UBHC, **excluding UCHC**
6. Central Administration
7. GSBS
8. **School of Health Professions**

2. **New Brunswick/Piscataway Campus**

1. Robert Wood Johnson Medical School
2. UBHC
3. Central Administration
4. GSBS
5. School of Nursing
6. **School of Health Professions**
7. **RSDM**

3. **Stratford/Camden Campus**

1. UBHC
2. Central Administration
3. Robert Wood Johnson Medical School
4. School of Nursing
5. **School of Health Professions**
6. **RSDM**
7. GSBS

~~4. **University Correctional Health Care (UCHC)**~~

~~All prison sites from one campus and unit statewide.~~

Physical Plant employees on the Newark Campus will be considered to be in one Operating Unit All accumulated benefits shall be retained by employees who bump and are bumped. **University Seniority** will prevail on recalls made within one (1) year from layoff.

**Article 17. Salary/Adjustment**

**17.2 Salary Program July 1, 2022 to June 30, 2026:**

**A. Salary Increases:**

The University and the Union agree to amend the relevant wage and salary provision of the collective negotiations agreement to provide for the following wage increases:

- 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>2</sup> is on the University payroll in a negotiations unit position on the payment date.
- b. Fiscal Year 2024
  - i. Effective **July 1, 2023**, a **3.75%** across the board salary increase to base salary 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**, a **3.5%** across the board salary increase to base salary 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**, a **3.5%** across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

*The University shall make the retroactive salary payments and July 1, 2023 across-the-board increases as soon as operationally feasible.*

**“Subject to”/Fiscal Emergency forbearance for 3 years**

**SIDE LETTER**

The respective rights and defenses of Plaintiffs and Rutgers in the ongoing litigation captioned Lee-McLeod, et al. v. Rutgers, the State University of New Jersey, Docket No. ESX-L-5193-21 (the “Litigation”) are expressly preserved. Unless expressly released, both Rutgers and Plaintiffs reserve their respective rights, including but not limited to the right to pursue any legal remedies and the right to defend against any and all claims in the Litigation or otherwise.

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<sup>2</sup> For negotiations unit members in the CWA Local 1034, 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 CWA Local 1034, 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.



**\*\*Telework and other CRU Agreements\*\***

**This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counterproposals not contained herein are deemed withdrawn, void, and without further effect. All information requests presented by the Union relating to negotiations for the CNA are deemed to be withdrawn.. All other articles from the 2018-2022 CNA not changed by this MOA shall remain unchanged in the 2022-2026 agreement. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon. This Agreement is subject to ratification by the members of CWA Local 1031 negotiations unit employed by Rutgers.**


For Rutgers, The State University

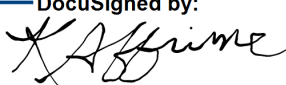
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For the CWA Local 1031

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