

MEMORANDUM OF AGREEMENT

Agreement made this 8th day of December 2014 by and between the Teamsters Industrial and Allied Workers Union Local 97 ("Local 97") and Rutgers, The State University of New Jersey ("Rutgers"):

WHEREAS, Local 97 and Rutgers are parties to a collective negotiation agreements covering the period July 1, 2010 through June 30, 2014 ("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; and

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by the Local 97 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for the Local 97 and Rutgers unanimously 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 as follows:

1. Except as herein modified, the terms and conditions set forth in the CNA that expired on June 30, 2014 shall remain in full force and effect.
2. **Term:** July 1, 2014 through June 30, 2018.
3. **Realignment of Job Classifications:** Currently there are job titles that perform the same duties but have different pay grades. The parties agree to meet in subcommittees to review the job titles at issue and to make adjustments if necessary. Those meetings shall include Compensation Salary Services Analysts. If the parties reach an impasse over a particular title or titles, the parties shall submit the issues for resolution to the Vice President of Faculty and Staff Resources, where the decision shall be final and binding.

4. **Scheduling (DOC):** Effective January 2015 for the March 2015 schedule, the monthly work schedule shall be posted by the 15th day of the second month preceding the effective month of the schedule. For example, the March 2015 schedule shall be posted by January 15, 2015.

Full time unit members shall select their schedules first followed by part-timer unit members. Full and part-time unit members shall select their schedules prior to per diems and temporary employees. Full and part time unit members shall have until the 25th of the month of posting to select their schedules. If a full or part time unit member does not select a schedule by the 25th, management shall assign them to whatever schedule remains open after the 25th.

Per diems and temporary employees shall not select their schedules until after the full and part time unit members have selected their schedules.

Management shall remove the posted schedule on the 1st day of the month after full and part-time unit member picks are made (e.g., for the March 2015 schedule, removed by February 1, 2015). The final schedule shall be posted by the 15th day of the month following posting.

Absent emergent circumstances or agreement of Local 97 and the unit member, a full-time and part-time unit member shall not have his or her scheduled changed once selected pursuant to the above procedure.

5. **Shift Changes:** A unit member's shift hours may only be changed upon 30 calendar days' prior notice. Unless operationally necessary, shift changes for full and part time unit members shall be made in reverse seniority order.

6. **Progressive Discipline:** Local 97 acknowledges the ' progressive discipline guidelines. The parties also agree to include the attached "Loudermill" language in he successor agreement.

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| 7. | <u>Wages:</u> | Effective and retroactive to July 1, 2014 | 2.00% to base pay |
| | | Effective July 1, 2015 | 2.00% to base pay |
| | | Effective July 1, 2016 | 2.00% to base pay |
| | | Effective July 1, 2017 | 2.25% to base pay |

The foregoing salary adjustments are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement.

To be eligible for the above increases, a unit member must be on the Rutgers' payroll on June 30 prior to the increase date and continue to be on the payroll in a Local 97 unit position on the date of payment.

Retirees who separate from service after July 1, 2014, but prior to the payment of the retroactive FY 2105 increase shall receive retroactive pay.

Retroactive pay shall be paid not later than the first pay period of March 2015.

Job rate scales shall be increased by the above percentages.

8. **Representation Fee/Union Dues:** Delete Section 6.

9. The parties agree to include the terms of their June 20, 2014 Memorandum of Agreement into the successor collective negotiations agreement.

10. This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon.

11. This Agreement is subject to ratification by the members of Local 97 negotiations unit employed by Rutgers.

FOR TEAMSTERS LOCAL 97

John J. Gerow
JOHN J. GEROW, PRESIDENT

Maria Perez
MARIA PEREZ, SEC. TREAS.

Amy Lewis
AMY LEWIS, REC. SEC./BA

[Signature]
[Signature]

Jim Sumarno

Lesha Howard

Jacqueline Corkin

Landra Debra

FOR RUTGERS UNIVERSITY

Vivian Fernandez¹²
VIVIAN FERNANDEZ, VP
FACULTY & STAFF
RESOURCES

[Signature] 11-8-14
HARRY M. AGNOSTAK, JD
A.V.P, HUMAN RESOURCES

[Signature] 12-7-14
ABDEL KANAN, DIRECTOR
LABOR RELATIONS

MEMORANDUM OF AGREEMENT

This Agreement is entered into on this 20th day of June, 2014 by and between Teamsters Industrial and Allied Workers Union Local 97 ("Local 97" or "Union") and Rutgers, The State University of New Jersey ("Rutgers"):

WHEREAS, Local 97 and the University of Medicine and Dentistry of New Jersey ("UMDNJ") were parties to a collective negotiations agreement ("CNA") covering the period July 1, 2010 through June 30, 2014; and

WHEREAS, as the result of the merger of UMDNJ into Rutgers, Rutgers was required to honor and become party to the CNA between UMDNJ and Local 97; and

WHEREAS, Local 97 and Rutgers held preliminary meetings to address certain issues that arose as the result of the merger with UMDNJ that needed to be addressed prior to formal negotiations; and

WHEREAS, Local 97 and Rutgers have engaged in good faith collective negotiations regarding these preliminary issues in an effort to reach agreement on them; and

WHEREAS, Local 97 and Rutgers reached agreement on the preliminary issues and shall continue to negotiate in good faith for a complete and final successor collective negotiations; and

WHEREAS, the preliminary issues addressed in this Agreement are subject to ratification by the Local 97 membership and approval by Rutgers; and

WHEREAS, the Local 97 and Rutgers unanimously agree to recommend and support this Agreement for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertaking the parties agree as follows:

A. Except as addressed herein and ratified, Local 97 and Rutgers do not waive the right to raise any issue that is the subject of mandatory negotiations when negotiating for a complete and final successor collective negotiations agreement.

B. The daily rate of pay shall be equal to the actual number of work days in the Rutgers' fiscal year.

C. The pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday;

D. When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into the Local 97 unit on or after the ratification of this Agreement by the parties. Repayment of the holdback monies for incumbent employees shall be discussed at formal negotiations.

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

F. Effective upon ratification, the paid holiday schedule for Local 97 unit members shall be comprised of: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas.

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G. Rutgers shall designate four (4) days during the fiscal year as mandatory paid floating holidays.

H. 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 paid floating holidays referenced in G, above.

I. Employees working in facilities/work units referenced in H above will not lose the four paid floating holidays even if their facility/work unit does not close. Rather they will be

permitted to take a paid float holiday 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 float holidays 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 float holiday on the shutdown day(s), referenced in G above, shall have them granted in seniority order. Such requests shall not be unreasonably denied.

J. Effective upon ratification of this Agreement, Local 97 unit members will receive an additional two (2) paid personal holidays so that they will enjoy the same number of paid personal and official paid holidays as their colleagues in legacy Rutgers positions. Such paid personal holidays must be used in the same fiscal year as they were given and are not eligible for payout upon separation from Rutgers.

K. Requests to use single paid floating holidays and single paid personal days that are made with at least 5 workdays notice in advance shall not be denied. Requests to use consecutive (2 or more) paid float and/or paid personal days that are made within 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 off 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.

L. Effective upon ratification of this Agreement, the Attendance Control Policy set forth in Policy 60.9.10 shall not be applied to Local 97 unit members.

M. Employees with oral counseling and written reprimands issued for violations of the 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.

N. Upon ratification of this Agreement, dependent children of Local 97 unit members shall be eligible for tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.B, C, and D.

TEAMSTERS LOCAL 97

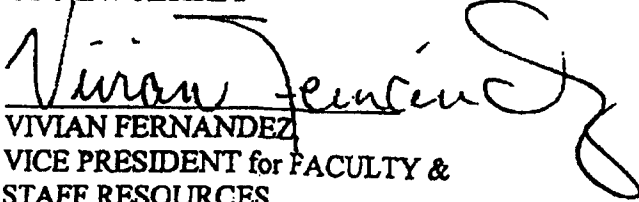

JOHN J. GEROW, PRESIDENT



MARIA PEREZ, SEC-TREASURER


AMY LEWIS, REC-SECRETARY


GEORGE BURR, TRUSTEE

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY**


VIVIAN FERNANDEZ
VICE PRESIDENT for FACULTY &
STAFF RESOURCES


HARRY AGNOSTAK,
ASSOCIATE VP,
HUMAN RESOURCES


ABDEL KANAN,
DIR. LABOR RELATIONS, RBHS