

Memorandum of Agreement

June 29, 2023

Rutgers, the State University of New Jersey (“Rutgers” or the “University”) and Health Professionals and Allied Employees, Local 5089 (“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 regarding Article 2.07 – Information and Data (see below).
2. The Parties have a tentative agreement on Article 3.04 – Labor-Management Committee (See below).
3. The Union agrees to withdraw its proposal regarding Article 3.05 – Staffing.
4. The Parties have a tentative agreement on Article 4.01 – Classification (see below).
5. The Parties have a tentative agreement on Article 4.02 – Full Time Employees (see below).
6. The Parties have a tentative agreement on Article 4.05 – Weekend Per Diem (see below).
7. The Parties have a tentative agreement on Article 4.07 – Probationary Period. (See below).
8. The Parties have a tentative agreement on Article 4.09 – Seniority (see below).
9. The Parties have a tentative agreement on Article 4.10 – Transfer/Promotion/Reclassification (see below).
10. The Union agrees to withdraw its proposal regarding Article 4.11 – Subcontracting.
11. The Parties have a tentative agreement on Article 5.06 – Weekend Rotation (see below).
12. The Parties have a tentative agreement on Article 5.08 – State of Emergency (see below).
13. The Parties have a tentative agreement on Article 6.03 – Pay Period (see below).
14. The Parties have a tentative agreement on Article 7.01 – Holiday Designation (see below).
15. The Parties have a tentative agreement on Article 7.03 – Holiday Pay (see below).

Memorandum of Agreement – June 29, 2023

16. The Parties have a tentative agreement on Article 7.08 – Vacation Scheduling (see below).
17. The Parties have a tentative agreement on Article 7.11 – Bereavement Leave and Serious Illness to Immediate Family (see below).
18. The Parties have a tentative agreement on Article 7.16 – Meal Period (see below).
19. The Parties have a tentative agreement on Article 10.02 – Resignation (see below).
20. The Parties have a tentative agreement on Article 10.03 – Shift Differential (see below).
21. The Parties have a tentative agreement on Article 10.04 – Charge Nurses Differential (see below).
22. The Parties have a tentative agreement on Article 10.05 – Educational Differential (see below).
23. The Parties have a tentative agreement on Article 10.06 – On call (see below).
24. The Union agrees to withdraw its proposal regarding Article 10.07 – Tuition Refund/Remission.
25. The Parties have a tentative agreement on Article 10.08 – Clothing Allowance (see below).
26. The Parties have a tentative agreement on Article 10.09 – Preceptor Pay (see below).
27. The Union agrees to withdraw its proposal regarding Article 10.12 – Reassignment.
28. The Parties have a tentative agreement on Article 12.02 – Parking (see below).
29. The Parties have a tentative agreement on Article 14.02 – Grievance Procedures (see below).
30. The Parties have a tentative agreement on Article 17 – Wages (see below).
31. The Parties have a tentative agreement on Article 18 – Nurse Clinicians/Research Nurse Clinicians (see below).
32. The Parties have a tentative agreement on Article 20 – Advance Practice Nurses – Wage Benefits (see below).

Memorandum of Agreement – June 29, 2023

33. The Parties have a tentative agreement on Article 21 – CRNAs – Wage Benefits (see below).
34. 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.
35. The Union agrees to withdraw its proposal regarding Article 24 – Successorship. Maintain current contract language.
36. The Parties have a tentative agreement on Appendix B (see below).
37. The Parties have a tentative agreement on the Global Proposal re: Gender References (see below).
38. The Union agrees to withdraw its proposal for a new article regarding Insufficient Staffing Voluntary Overtime Incentive Bonus.
39. The Union agrees to withdraw its proposal for a new article regarding Provider of the Day.
40. The Union agrees to withdraw its proposal for a new side letter regarding Extra Compensation for APNs.
41. The Parties have a tentative agreement regarding Side Letter of Agreement #16 – Professional Advancement Program.
42. The Parties have a tentative agreement regarding Side Letter of Agreement #__ - Department of Anesthesiology and Perioperative Medicine CRNA Extra Coverage Lump Sum Payment – Pilot Program.
43. 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.
44. The Parties have a tentative agreement on Article 11 – Health and Safety (see below).
45. The Parties agree that the CINJ MOA that sunset on June 30, 2023 will continue for the term of this Agreement and sunset on June 30, 2026.


Memorandum of Agreement – June 29, 2023


- 46. 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.
- 47. 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.
- 48. The parties agree that the term of the Agreement in Article 22 shall be July 1, 2022 – June 30, 2026.
- 49. This MOA is subject to ratification by its members of the Union employed by the University.
- 50. The Union and University agrees to support this MOA and the Union agrees to encourage ratification of it by their members.

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 5089:

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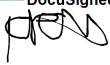
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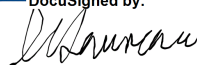
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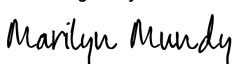
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Memorandum of Agreement – June 29, 2023

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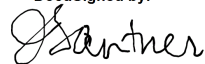
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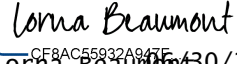
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TENTATIVE AGREEMENT

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)
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

3.04 Labor-Management Committee:

In the interest of solving mutual problems, 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/NJDS, RWJMS and SON. The units are: CINJ, UBHC and UHC. 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 3 **members and 1 Union Representative**) and representatives of the University (~~not to exceed 3~~). 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. The Committee shall meet for a reasonable time, not to exceed four (4) hours, as required to discuss mutual concerns of the Union and the University.

Upon mutual agreement, when any agenda item for a meeting of Unit/School Labor Management Committee is relevant to HPAE Local 5094, the University will meet and address these issues jointly with representatives of HPAE Local 5089.

In addition, University wide issues relevant to multiple schools or units shall be addressed in a University wide Labor Management meeting with HPAE bargaining unit representatives and representatives from the University from each of the schools and operating units. These meetings will occur on an as needed basis but should not exceed a total of two (2) in a year unless mutually agreed upon by the Union and the University.

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 meetings. The Union shall inform the **University's Office of Human Resources Office of University Labor Relations** of the members of these Committees fourteen (14) days prior to the first meeting.

The parties recognize and agree that the Labor-Management Committee functions best when all representatives of the Union and the University are able to attend. Consistent with patient care needs, the University shall make every effort to ensure that Union members of these Committees are released from work and each representative shall work with his or her Nurse Manager to ensure unit coverage during the meeting. The Union members of these Committees shall provide timely notice to their Nurse Manager or designee of the time and place of each meeting. In addition, the Union chairperson of each Labor-Management Committee shall notify the appropriate Nurse Managers or designees on a quarterly basis of the schedule of Labor-Management meetings.

TENTATIVE AGREEMENT

Article 4 - Employee Status

4.01 Classification:

An employee will be classified as either:

- (a) Full Time, ~~including any of the following~~:
 - ~~five (5) eight (8) hour shifts per week~~
 - ~~sixteen (16) ten (10) hour shifts per four (4) week period~~
 - ~~twelve (12) thirteen (13) twelve (12) hour shifts per four (4) week period~~
- (b) Part Time
- (c) Part Time Less than 20 Hours
- (d) Per Diem.

TENTATIVE AGREEMENT

Article 4 - Employee Status

4.02 Full Time Employee:

An **employee negotiations unit employee** who is **employed hired to fill a position for an undetermined period of time. Regular full-time non-exempt staff assigned to work** on a regular basis ~~to work~~ **thirty-five (35), thirty-six (36), thirty-seven and one half (37.5) or** forty (40) hours per week, **as determined by the position.**

Regular full-time exempt negotiations unit employees will work their regularly scheduled work hours and are expected to work the necessary hours to complete their work assignments.

Regular full-time staff shall be eligible for all benefits pertaining to full-time status.

through scheduled work shifts of eight (8) or ten (10) hours, or an employee who is regularly scheduled to work thirteen (13), twelve (12) hour shifts per four (4) week period shall be classified as a full time employee and shall receive all benefits pertaining to full time status.

TENTATIVE AGREEMENT

Article 4.05 - Weekend Per Diem:

If any Per Diem works either a weekend or holiday work shifts, he/she shall be eligible for the Weekend Per Diem rate of pay. ~~This provision does not apply to employees assigned to work at the DOC/JJC facilities.~~

TENTATIVE AGREEMENT

4.07 Probationary Period

All Full ,and Part Time, and **per diem staff** members shall serve one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for Full and Part Time staff members. **The University reserves the right to extend the initial probationary period up to an additional sixty (60) days for per diem staff members.** A staff member'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 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

Article 4.09 - Seniority:

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular Full Time or regular Part Time employees upon the successful completion of their initial probationary period. Per Diem 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.
2. Loss of Seniority: An 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.

On a one-time basis, if an employee with 5 or more years of seniority as a full- or part-time employee, then becomes a per diem employee, but returns to full- or part-time status within a year, he/she shall retain his/her original date of hire as a full-or part-time employee.

3. Layoff and recall of non-UCHC Employees: Seniority will prevail on layoffs due to lack of work in the job classification or reductions due to economic considerations, or reorganization or closure of a unit/department. For layoff, seniority is determined on a unit basis first, without taking shift into account.

The University will notify the Union as soon as practical of any anticipated changes in the status of any contracts or agreements between the University and any federal, state, county, local governments, school boards or other agencies or organizations that may result in the layoff of bargaining unit employees.

The layoff of regular full and part time staff from a specific work unit or department will not occur unless regularly assigned agency nurses and regularly assigned per diem nurses in the work unit/department are first eliminated.

Within the assigned clinical unit, regular employees shall not be laid off before temporary employees in the same job titles.

The University agrees to meet with the Union at least one week, except in the case of an emergency, in advance of any notice of layoff of bargaining unit employees greater than five on a single campus. The purpose of the meeting is to discuss the pending layoff situation. At that meeting the Union is free to set forth its position on the pending layoff.

The University will provide a minimum of twenty-eight (28) **calendar** days' notice of layoff to any regular full-time or regular part-time employee to be affected. At the University's discretion, payment in lieu of notice may be given for the 28 **calendar** days' notice.

Upon request, a Union representative may be present when an employee is discussing vacancies and bumping opportunities with a University representative.

Memorandum of Agreement – June 29, 2023

The purpose of the Union representative's attendance is to advise employees with respect to questions arising out of the process.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail, fax, or email within twenty-four (24) hours of the employee's receipt of the layoff notice.

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

- a) First, an employee identified for layoff will be offered the opportunity to fill a vacancy, for which he/she is qualified, in his/her current title within the employee's current department or division 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. There is no probationary period.
- b) Second, if a vacancy pursuant to (a) above is not available, the employee will be offered a vacancy, for which he/she is qualified, 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. There is a probationary period of 90 days, with a possible 90-day extension.
- c) Third, if a vacancy pursuant to (a) or (b) above is not available, the employee will be offered a vacancy, for which he/she is qualified, 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. There is a probationary period of 90 days.
- d) Fourth, if a vacancy pursuant to (a),(b), or (c) above is not available, the employee will be offered a vacancy, for which he/she is qualified, in his/her current title first, or immediate prior HPAE title, or any other prior title they are qualified for within the bargaining unit, 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 or proceed to (e) below. There is a probationary period of 90 days, with a possible 90- day extension.
- e) Fifth, if an employee is not placed in a vacancy pursuant to (a), (b), (c) or (d) above, the employee may bump the least senior employee in his/her current title in a position for which he/she qualifies, 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 (f) below. There is a probationary period of 90 days, with a possible 90-day extension.
- f) Sixth, if the opportunity to bump is not available pursuant to (e) above, the employee may bump the least senior employee in his/her current title in a

position for which he/she qualifies, campus wide. If an employee opts not to exercise his/her 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 (g) below. There is a probationary period of 90 days, with a possible 90-day extension.

- g) 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 HPAA title, in a position for which he/she qualifies, 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. There is a probationary period of 90 days, with possible 90-day extension.

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

Regular Part Time employees may not bump regular Full Time employees, however, they may bump other regular part time staff at equivalent or less hours. Regular full-time staff may, however, bump part time staff if there are no full time opportunities available.

An employee who is placed in a vacancy ~~or bumps~~ into a position on his/her campus may not bid on a vacant position for a period of ~~six (6)~~ three (3) months. **An employee who bumps into a position on his/her campus may not bid on a vacant position for a period of six (6) months.** If a laid off employee accepts a vacancy on another campus, he/she may not bid on a vacancy for a period of ~~one (1) year~~ six (6) months.

Recall: Laid off employees, in the order of University seniority, have first recall rights beginning with the title and position on the campus from which they are laid off, to positions for which they meet the requirements.

If more than one employee has the same layoff date, University Date of Hire will prevail; if more than one employee has the same layoff date and same University Date of Hire, then the former position number will be considered, with the higher number indicating more seniority.

All laid off 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 employee refuse a position when recalled, s/he shall be removed from the recall list. However, such an employee shall have the option of refusing the position and continuing the recall list (not to exceed one year from the layoff) if the employee is recalled to a position on another campus.

Upon recall, an employee shall retain his/her original date of hire.

4. Layoff of UCHC 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

Memorandum of Agreement – June 29, 2023

Department of Corrections or Juvenile Justice Commission 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 his/her job title, or to the immediate prior job title, within his/her region, provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

The regions within UCHC which are in effect for layoff and bumping rights are:

Northern Facilities: ADTC, East Jersey, Edna Mahan, Mountainview, Northern State, SVP units

Central Facilities: NJ State Prison, CRAF, AC Wagner, Garden State, Mid State

Southern Facilities: Southwoods, Bayside, Southern State

Juvenile Justice Commission: All JJC Facilities together constitute a single region

The layoff of regular full and part time staff from a specific facility will not occur unless regularly assigned agency nurses and per diem nurses in the work unit/department are first eliminated.

The University agrees to meet with the Union at least 5 business days, except in cases of emergency, 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

The Layoff Procedure shall be as follows:

When an individual is identified for layoff, 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 same prison. There is no probationary period for employees. 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 region as identified above. Ninety-day probationary period, with a possible ninety-day extension, if the employee

Memorandum of Agreement – June 29, 2023

is going from a prison with no infirmary to one with an infirmary. 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 title at any prison University-wide. There is a Ninety-day probationary period, with a possible ninety-day extension, if the employee is going from a prison with no infirmary to one with an infirmary. 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.
- 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 same prison. 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. Ninety – day probationary period, with a possible ninety-day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.
- 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 HPAE title within his/her region. 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. Ninety -day probationary period, with a possible ninety-day extension, if the employee has less than 10 years of seniority or if the employee is going from a prison with no infirmary to one with an infirmary.

Within the assigned facility, regular employees shall not be laid off before temporary employees.

The University will provide a minimum of twenty-eight (28) calendar days’ notice of layoff to any regular employee to be affected.

Upon request, a Union representative may be present when an employee is discussing vacancies and bumping opportunities with a University representative. The purpose of the Union representative’s presence is to advise employees with respect to questions arising out of the process.

The University shall continue the practice of providing the Union with a copy of each layoff notice sent to employees. Such notice shall be provided, by mail or fax, within seventy-two (72) hours of the employee’s receipt of the layoff notice.

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

Memorandum of Agreement – June 29, 2023

5. Recall: Laid off employees, in the order of University seniority, have first recall rights beginning with the title and position on the campus from which they are laid off, to positions for which they meet the requirements.

If more than one employee has the same layoff date, University Date of Hire will prevail; if more than one employee has the same layoff date and same University Date of Hire, then the former position number will be considered, with the higher number indicating more seniority.

All laid off 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 employee refuse a position when recalled, s/he shall be removed from the recall list. However, such an employee shall have the option of refusing the position and continuing on the recall list (not to exceed one year from the layoff) if the employee is recalled to a position on another campus.

Upon recall, an employee shall retain his/her original date of hire.

TENTATIVE AGREEMENT

4.10 Transfer/Promotion/Reclassification

The announcement of position vacancies will be posted on the University's Human Resources website for a minimum of five (5) business days.

Non-probationary employees who wish to make application to any such vacancy shall submit their applications on the University Human Resources Online Employment Application Process.

The University retains its right to select the applicant, whether internal or external to the University, that the University determines is the best qualified to fill the vacancy. Qualifications that are considered include, but are not limited to, academic credentials, past performance, time and attendance, seniority and experience.

The University will interview at least ~~two (2)~~ all **three (3)** ~~six (6)~~ internal applicants who meet or exceed the minimum qualifications listed for the position.

The University agrees that the applicable procedures and policies pertaining to promotions shall be fairly and equitably applied to all internal candidates. Any decision by the University pertaining to promotions is grievable by the Union through Step Two only. Any decision by the University pertaining to promotion is grievable up to and including Arbitration by the Union only on the basis that such policies and procedures were not applied in an equitable manner.

Where two (2) or more staff nurses request a lateral transfer within the same job classification and are of equal qualification, as determined by the hiring manager, the University shall select the employee with the greatest seniority. Qualifications that are considered, include but not limited to, academic credentials, past performance, time and attendance, and experience.

TENTATIVE AGREEMENT

5.06 - Weekend Rotation

- A. A weekend off shall be defined as Saturday and Sunday for all employees.
- B. For units and departments at the University that are open on weekends, the University will grant each Full Time and Part Time employees at least twenty-six (26) weekends off per calendar year.

Weekend Rotation for 12 Hour Shifts

Employees scheduled on a twelve (12) hour basis will normally be assigned to work thirty-six (36) weekend hours per four (4) week scheduling cycle unless the operational needs of the University require a greater assignment. Should such employee be assigned to work greater than thirty-six (36) weekend hours in a four (4) week scheduling cycle, such assignment shall not be for two (2) consecutive work schedules.

Full-time employees scheduled on a twelve (12) hour basis will not be required to work more than thirty-nine (39) weekend shifts per calendar year. The University shall make its best efforts to assign full-time twelve (12) hour shift employees to no more than thirty-six (36) weekend hours per four (4) week scheduling cycle.

Part-time employees scheduled on a twelve (12) hour basis will not be required to work more than twenty-six (26) weekend shifts per calendar year. The University shall make its best efforts to assign part-time twelve (12) hour shift employees to no more than twenty-four (24) weekend hours per four (4) week scheduling cycle.

Nothing contained herein shall prevent employees from voluntarily working more than the required weekend shifts per calendar year.

No full-time or part-time employee scheduled on a twelve (12) hour basis shall be required to work more than forty-eight (48) hours in a four (4) week scheduling cycle unless the employee is working additional weekend hours to make up missed weekend time.

Full-time employees scheduled on a twelve (12) hour basis shall have at least two (2) of the required weekend shifts per schedule scheduled on the same weekend.

Weekend Rotation for 8 Hour Shifts

Full-time employees scheduled on an eight (8) hour basis shall not be assigned weekend work hours in such a manner as to schedule an employee to work on more than two (2) weekends (four shifts) per month except by mutual agreement between the employee and the University. An employee may be scheduled to work on more than two (2) weekends during a four (4) week schedule cycle in which the employee or other employees assigned to the same work unit and work shift is scheduled to take vacation time which includes weekends. However, and in such case, no employee will be scheduled to work more than eight (8) weekend work shifts in an eight (8) week period.

Memorandum of Agreement – June 29, 2023

The University shall make every effort to schedule both full-time and part-time eight (8) hour shift employees every other weekend off in “non-peak” vacation periods.

Part-time employees scheduled on an eight (8) hour basis are required to work four (4) weekend shifts each four (4) week schedule, except if as a condition of employment, they have been hired to work exclusively weekend hours. However, part-time employees who are hired to work on weekends may work additional hours consistent with part-time status.

Effective January 1, 2024, all weekend hours **will be** paid at the rate of **\$2.00/hour** ~~\$1.50/hour~~. The weekend differential will be paid for all hours worked from 7:00 a.m. Saturday to 7:00 a.m. Monday.

Make-up Weekend Shift

Nurses must make up weekend shifts for which they have called out, as determined by management within two (2) work schedules. Subject to operational needs, an employee’s preference for the make-up weekend shift will be considered.

Notwithstanding the above, for Nurses on payroll as of January 1 of the calendar year, the below indicated sick call outs will not be required to be made up:

Nurses on 8-hour shifts	1 weekend shift per calendar year or 2 shifts per calendar year if they are on consecutive calendar days
Nurses on all other schedules	1 weekend shift per calendar year

If a bargaining unit employee does not work on a weekend shift due to a leave of absence or extended paid sick leave, the employee shall not be required to make up the day (or days).

TENTATIVE AGREEMENT

5.08 Work Time – 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 ~~60.9.58~~ **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.

~~In situations where negotiations unit members are working in the Child Healthcare Unit 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.~~

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.

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

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 one (1) paycheck following receipt two (2) 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 two (2) 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 ~~and Union~~ with an written explanation and agree to ~~discuss~~ a repayment plan, which may contain installments, where appropriate. Any such repayment will begin after two paycheck periods.

TENTATIVE AGREEMENT

Monetary Benefits: Time Not Worked

7.01 Holiday Designation:

All Full-time employees will be entitled annually ~~nine (9) eight (8)~~ holidays or for flexi-scheduled employees, ~~seventy-two (72) sixty-four (64)~~ hours of holiday time. Part Time employees will have the holiday time pro-rated based on the number of hours he/she were 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
<u>Juneteenth (to be observed annually on the third Friday of June)</u>	
Independence Day	Christmas

In an eight-hour unit, staff will be scheduled at least four (4) holidays in the calendar year based upon seniority. The most senior half of the unit will be scheduled at least four (4) holidays and the least senior half will be scheduled for four (4) holidays.

All employees will receive two (2) of the following four (4) designated holidays off in the following manner:

New Year’s Day or Christmas
Thanksgiving or Independence Day

All employees will have either Christmas or New Year's off, alternating these holidays each year when feasible.

For employees 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 employees subject to a Monday–Friday schedule, these holidays will be observed as follows. If it 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.

Memorandum of Agreement – June 29, 2023

In those months containing designated holidays, flexi-scheduled employees will be scheduled ~~twelve (12) thirteen (13)~~ shifts inclusive of holidays. Employees who actually work fewer than ~~twelve (12) thirteen (13)~~ shifts may be short regular pay if there is insufficient accrued compensatory time.

Employees, absent compelling documentation of illness or emergency, who call off on the scheduled day within ~~twenty four (24) forty-eight (48)~~ hours 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

7.03 Holiday Pay:

Full and Part Time employees that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the ~~nine (9) ten (10) eight (8)~~ University designated holidays totaling ~~seventy-two (72) eighty (80) sixty four (64)~~ hours as per 1 ~~and 2 through 4~~ below:

1. For the period July 1 through November 30 of each year of this Agreement, each employee will be compensated for all four (4) University designated holidays which fall within this period while the employee was actively employed. Payment will be made in December and paid in one lump sum at the employee's regular 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 employee will be compensated for all five (5) four (4) University designated holidays which fall within this period while the employee was actively employed. Payment will be made in July and paid in one lump sum at the employee's regular rate of pay in effect at the time the payment is made.
31. An employee who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.
2. **Holidays will be pro-rated for part-time employees.**
4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis or the eight (8) hour work shift scheduling basis, the employee will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the employee may owe the University.

In addition to receiving regular pay for a holiday, Any non-exempt employee scheduled to work on a University designated holiday will be compensated at the rate of time and one half (1 1/2) his/her regular rate of pay for all hours worked on the holiday.

Bargaining unit **Non-exempt** employees who are required to work on New Year's Day, Martin Luther King's Birthday, Memorial Day, **Juneteenth (to be observed annually on the third Friday of June)**, Independence Day, Labor Day, ~~Election~~ Thanksgiving Day, Thanksgiving Day or Christmas shall be paid **for the day and shall receive** at the rate of time and one half (1 1/2) his/her regular rate of pay for all hours worked. Bargaining unit employees who are required to work on the day after Thanksgiving shall be paid at his/her regular rate of pay **for all hours worked.**

Exempt employees who work on a University designated holiday shall receive their regular pay for the day and compensatory time of up to eight hours. Such

compensatory time shall be requested in accordance with Section 5.03 and must be scheduled within the next two pay periods.

5. ~~Section 7.03 does not apply to employees assigned to work at the DOC/JC facilities.~~

TENTATIVE AGREEMENT

7.08 Vacation Scheduling

The employee will, subject to the University's operating requirements, have ~~his/her~~ **their** choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to insure the effective and efficient operation of the University, including staffing needs. No part of an employee's scheduled vacation may be charged to sick time.

After successful completion of the initial probationary period, vacation allowance must be taken by the end of the calendar year following the calendar year in which it was accrued. An employee may carry a maximum of one (1) year of earned vacation allowance forward into the next succeeding year. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with the approval of an employee's supervisor(s) and the Senior Vice President of Human Resources and Organizational Effectiveness.

Vacation requests for the period Memorial Day through November 30 that involve the use of two (2) or more days must be planned and requested by February 15th of each year. A written response to the negotiations unit employees request will be provided by March 8th.

Vacation requests for the period December 1st through Sunday before Memorial Day that involve the use of two (2) or more days must be planned and requested by September 15th of each year. A written response to the negotiations unit employees request will be provided by October 8th.

Requests submitted following the deadlines set above will be handled on a first come first served basis.

Subject to proper patient care and operational needs, the choice of vacation time for bargaining unit employees will be determined within the work unit on the basis of University seniority. Employees within one work unit shall not be denied vacation time due to vacation time scheduled in another unit.

The employee will submit three (3) choices of vacation time in order of priority. In situations in which choices of vacation are timely and two (2) or more employees request the same time period, seniority will prevail.

Failure to submit a vacation request by February 15th or September 15th will result in loss of seniority status as it relates to vacation requests. Should this occur, the employee will be presented with the dates of available vacation weeks after the "vacation planner" has been completed; with request for vacation responded to in writing within seven (7) calendar days of receipt.

The University may restrict the amount of vacation time granted to an employee during prime vacation periods to allow for equitable distribution of prime vacation time among employees. The prime vacation periods shall be defined as December 1 through January 15, and Memorial Day through Labor Day.

A maximum of two (2) weeks' vacation will be granted in the prime vacation period-from December 1 to January 15. This time will be granted on a seniority basis and will rotate. Employees are required to work either Christmas or New Year's. Requests to exceed the maximum two (2) weeks' vacation during the prime vacation period of December 1 to January 15 may be granted if the University, within its sole discretion, determines that appropriated coverage for the unit will not be affected. Requests will be handled on a first come first serve basis. In the event of multiple requests, seniority shall govern, but once vacation is granted bumping does not apply. No employee may request more than two (2) weeks' vacation during the prime vacation periods until such time as all vacations have been scheduled pursuant to the procedure set forth in this Article.

~~Employees may not pyramid any personal leave days during vacation time unless special permission has been obtained from the Director of Patient Care Services.~~

Approved vacation time requires the signature of the ~~employee's Nurse Manager and supervisor~~ Director of Patient Care Services. Written approval of vacation time will be given to the employee no later than March 15.

Vacation time may be taken as one (1) or more single days, or one (1) or more single weeks.

Employees wishing to maintain the integrity of their regular scheduled weekend and forego the weekend with the vacation period must do so in writing.

For employees working twelve (12) hour or ten (10) hour shifts, vacation days will be taken as twelve (12) or ten (10) hour days. Individual vacation days can be requested; and such requests will not be unreasonably denied. Only fourteen (14) consecutive days off will be granted during prime time unless it is determined by the employee's supervisor that additional days off are operationally feasible.

More than one (1) employee per work unit/department and work shift may be scheduled for vacation at one time provided that appropriate coverage for the unit/department is not affected. Employees are not responsible for providing staff coverage as a basis for the approval of requested vacation time unless the employee's work schedule has already been posted.

An employee may use vacation days on an emergency basis for the care of a sick family member or member of the employee's household, subject to the submission of appropriate documentation when required.

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

Article 10.02 – Monetary Benefits Miscellaneous:

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

After submitting a **twenty-one (21) days** notice of resignation, an employee shall only be eligible to use a maximum of **two (2) three (3)** Paid leave days within the last three weeks of employment, provided the request(s) for such **float holiday(s) Personal, Administrative, or Mandatory Leave days** are approved.

TENTATIVE AGREEMENT

10.03 Shift Differential:

The University will pay a shift differential of \$3.50/hr. to Full Time or Part Time negotiations unit employees who work **more than four consecutive hours in** the evening shift (~~3:00 p.m. – 11:00 p.m.~~) for all hours worked or **more than four consecutive hours in** the night shift (~~11:00 p.m. – 7:00 a.m.~~) **for all hours worked during the evening or night shift**. Shift differentials are not considered to be a part of an employee's regular compensation rate.

TENTATIVE AGREEMENT

10.04 Charge Nurse Differential:

A **Staff Nurse** who is assigned by management, or **their his/her** designee, to perform the function of a charge nurse assumes responsibility for the operation of the floor or unit.

A **Staff nurse** who is designated to perform the functions of a Charge Nurse shall receive the Charge Nurse differential for the time so designated by management.

When assigning charge duties, the University will first seek volunteers. If there are no volunteers deemed qualified by management, charge duties will be assigned. If there is a need to assign a **Staff nurse** to be a Charge Nurse for an extended period of time, volunteers will be sought first, but the final decision regarding the assignment rests with management.

The charge nurse differential will be one dollar and seventy-five cents (\$1.75) ~~two dollars (\$2.00)~~ per hour.

TENTATIVE AGREEMENT

10.05 Education Differential:

- A. **Effective January 1, 2024, the** certification differential will be **one dollar and seventy five cents (\$1.75) two dollars (\$2.00)** per hour. Only non-exempt employees who have a certification that is related to but not required by their job description are eligible for the certification differential.

Documentation of certification must be updated by the end of November of each year. If documentation is not updated, payment of the certification differential will be discontinued in January.

In each year paid, an employee shall receive, if certified, a payment for only one (1) certification. An employee's certification must be nationally recognized and related to the employee's specialty practice.

- B. Full Time and Part Time Research Nurse Clinicians, and Staff Nurses with a Bachelor's Degree in Nursing (BSN) from an accredited school will receive additional compensation of eighty cents (\$.80) per hour, if a Bachelor's Degree is not required in the job description.

Effective January 1, 2024, Full Time and Part Time Research Nurse Clinicians, **Nurse Clinicians,** or Staff Nurses with a Master's Degree in Nursing (MSN, MA, Ed. M) from an accredited school will receive additional compensation of one dollar **and twenty five cents (\$1.25) (\$1.00)** per hour, if a Master's Degree is not required in the job description.

Effective January 1, 2024 Full Time and Part Time-exempt current negotiations unit employees with a DNP or PhD in Nursing from an accredited school will receive a one-time lump sum payment of five thousand two hundred dollars (\$5,200), prorated for part-time, provided that a DNP or PhD in Nursing is not required in the job description. To be eligible the employee would need to provide proof of the degree to the Human Resources Department by November 1, 2023.

Additionally negotiations unit employees who obtain a DNP or PhD in Nursing from an accredited school after November 1, 2023, shall be eligible to receive the one-time lump sum set forth in this section, provided proof of the degree is submitted to the Human Resources Department from the employee.

- C. An employee may only receive compensation for the BSN, **or** Master's Degree, **or** **DNP/PhD-not both-all.**
- D. Effective upon ratification, should an APN or CRNA be certified in a specialty practice that is not required under **their his/her** profession, job title or license, the

Memorandum of Agreement – June 29, 2023

APN or CRNA shall be eligible for certification pay. It is understood that an employee may only be entitled to receive payment for one (1) certification.

Those CRNAs who qualify for certification pay under this Article shall be paid in the same manner as other professional nurses paid on an hourly basis.

APNs must provide proof of certification to the Human Resources Department by each November 1st. Any APN entitled to certification pay under this Article shall receive a lump sum payment no later than the second paycheck of December of each year. A Full-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of three thousand dollars (\$3,000). A Part-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of fifteen hundred dollars (\$1,500).

Effective Section 10.05 ~~does not~~ **shall** apply to employees assigned to work at the DOC/JJC facilities.

TENTATIVE AGREEMENT

10.06- On-Call:

A. On-call pay will be paid as follows:

\$4.50 per hour – Staff RNs

\$6.50 per hour – Advanced Practice Nurses

20% regular salary – CRNAs

If a non-exempt employee works during the on-call period, the employee shall be compensated at the rate of time and one half (1 ½) his/her regular rate of pay.

B. A non-exempt employee who is called in to work during the on-call period shall be guaranteed a minimum of four (4) hours of assigned work except when the end of the on-call period coincides with the beginning of his/her regular shift.

C. If operationally feasible, Operating Room (OR) RNs shall only be scheduled and shall only work on call within their on-call specialty in the OR.

D. If operationally feasible, an employee will not be scheduled for on-call on their scheduled day off.

E. No employee shall be required to work more than sixteen (16) continuous hours in a day (including hours worked while scheduled on-call).

F. **Effective January 1, 2024**, Section 10.06 ~~does not~~ **shall** apply to employees assigned to work at the DOC/JJC facilities.

TENTATIVE AGREEMENT

10.08 Clothing Allowance:

- A. Effective ~~the fiscal year following ratification July 1, 2023,~~ ~~W~~where the University requires employees to wear uniforms but chooses not to provide them, the University will give all full-time employees an annual uniform allowance of ~~one hundred and fifty dollars (\$150)~~ **two-hundred (\$200)**. Part Time employees will receive a annual uniform allowance of ~~seventy-five dollars (\$75)~~ **one-hundred (\$100)**.

If, ~~in the in-patient psychiatric units and partial hospital programs,~~ an employee's clothing is damaged as a result of direct patient care, upon submission of appropriate receipts, the University will reimburse for the repair or replacement up to a maximum of ~~one hundred fifty dollars per year (\$150)~~ ~~three hundred dollars (\$300)~~ for full time employees, and ~~seventy-five (\$75)~~ for part time employees.

Where the University requires employees to wear uniforms but chooses not to provide them, the uniforms worn by employees shall then comport with such standards as are or may be set forth by the University in its dress code policies.

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

TENTATIVE AGREEMENT

10.09 Preceptor Pay:

- A. In acute care settings, when practical, preceptorship shall be distributed on an equitable basis among qualified employees who have maintained at least a satisfactory or better performance and attendance record. He/she should have successfully completed a preceptor training program offered or approved by the University.

As a Preceptor, a Staff Nurse, **Nurse Clinician, or Research Nurse Clinician** is responsible for guiding and developing a new hire **Staff Nurse, Nurse Clinician, or Research Nurse Clinician**, a **Staff Nurse, Nurse Clinician, , or Research Nurse Clinician** ~~current nurse~~ transitioning to a new area or other nursing staff as identified by nurse management to ensure that they achieve the required skills and competencies.

Staff Nurses will receive a differential of six percent (6%), of their regular rate of pay when functioning as a preceptor.

Effective January 1, 2024, Nurse Clinician or Research Nurse Clinician will receive a differential of six percent (6%), of their regular rate of pay when functioning as a preceptor.

- B. **Effective January 1, 2024**, Section 10.10 does ~~not~~ **shall** apply to employees assigned to work at the DOC/JJC facilities.

TENTATIVE AGREEMENT

Article 12 – Non-UCHC Employee Facilities:

12.02 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 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 employees. This exclusion shall not apply to regular 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 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 written 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 employee and will not be considered. The lack of response by the University within the prescribed time, unless the 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 employees may initially 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 within two (2) days of the filing of the grievance. 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.

D. Preliminary Informal Procedure

An employee may orally present and discuss a grievance with his/her immediate supervisor. At the employee's option, he/she may request the presence of a Union representative. If the 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 on which 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.

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 a designated 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 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 employee may be represented at such hearing by the Union representative, Local Union President 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.

Beginning with discipline that takes place on or after July 1, 2003, 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. Grieved 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 member 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 (4) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of greater than twenty-four (24) hours
2. Written warnings in lieu of suspension greater than twenty-four (24) hours
3. Involuntary Demotion
4. Discharge

then a request for arbitration may be brought only by the Union within thirty (30) 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. 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, eighty (180) 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 an employee with back pay, the employee may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her regular rate of pay less any deductions required by law or other off-setting income for the backpay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and 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

Memorandum of Agreement – June 29, 2023

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 or 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.

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.

If the Department of Corrections or Juvenile Justice Commission bans an employee from all UCHC facilities, the employee will be terminated and may not grieve or arbitrate the termination. However, such employees may apply for open positions for which they qualify in other units of Rutgers.

Memorandum of Agreement – June 29, 2023

If the Department of Corrections or Juvenile Justice Commission bans an employee from a single facility, the University will place the employee in a vacant position of the same title for which they qualify in another UCHC facility. The banning may not be grieved or arbitrated. If there is no vacant position of the same title for which he/she qualifies in another UCHC facility, the employee will be terminated and may apply for open positions in other units of Rutgers.

In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:

1. The parties shall meet on a quarterly basis to review grievances currently filed for arbitration and to discuss which, if any grievances, can be resolved prior to an arbitration hearing.

TENTATIVE AGREEMENT

Article 17 – Wages

It is agreed that during the term of this Agreement for the period beginning on the effective date of this Agreement by the parties until the termination of this Agreement, the salary and fringe benefit improvements set forth herein shall be provided to eligible employees in the unit within the applicable policies and practices of the University and in keeping with the conditions set forth herein and subject to the State Legislature enacting appropriations for these specific purposes.

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.¹ 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.

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;

¹ *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

- 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.
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 Joseph Licata 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.

Wages - Staff Nurses

Fiscal Year 2023:

Effective July 1, 2022, all rates of Scale B will be increased by 2.5%. In addition, Staff Nurses eligible² for a step move based upon credited years of experience as of June 30, 2022 will

² For negotiations unit members in the HPAE Local 5089, 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

move up one step. Staff Nurses at Step 26 who have at least 26 years of credited experience as of June 30, 2022 will receive a one-time lump sum payment of 1.5% of their June 30, 2022 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5089 negotiations unit position on July 1, 2022, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 2024

Effective July 1, 2023, all rates of Scale B will be increased by 2.25%. In addition, Staff Nurses eligible for a step move based upon credited years of experience as of June 30, 2023 will move up one step. Staff Nurses at Step 26 who have at least 26 years of credited experience as of June 30, 2023 will receive a one-time lump sum payment of 1.5% of their June 30, 2023 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5089 negotiations unit position on July 1, 2023, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 2025

Effective July 1, 2024, all rates of Scale B will be increased by 2.0%. In addition, Staff Nurses eligible for a step move based upon credited years of experience as of June 30, 2024 will move up one step. Staff Nurses at Step 26 who have at least 26 years of credited experience as of June 30, 2024 will receive a one-time lump sum payment of 1.5% of their June 30, 2024 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5089 negotiations unit position on July 1, 2024, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 2026

Effective July 1, 2025, all rates of Scale B will be increased by 2.0%. In addition, Staff Nurses eligible for a step move based upon credited years of experience as of June 30, 2025 will move up one step. Staff Nurses at Step 26 who have at least 26 years of credited experience as of June 30, 2025 will receive a one-time lump sum payment of 1.5% of their June 30, 2025 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5089 negotiations unit position on July 1, 2025, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

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 HPAE Local 5089, 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.

Memorandum of Agreement – June 29, 2023

UB Scale – Grade O1D – Scale to be replaced

Steps	Years of Experience Credit	2021 RN	
1	<1	\$34.14	
2	1	\$35.15	
3	2	\$35.67	
4	3	\$36.29	
5	4	\$37.00	
6	5	\$37.73	
7	6	\$38.59	
8	7	\$39.16	
9	8	\$40.02	
10	9	\$40.72	
11	10	\$41.53	
12	11	\$41.89	
13	12	\$42.69	
14	13	\$43.29	
15	14	\$43.76	
16	15	\$44.22	
17	16	\$44.66	
18	17	\$45.13	
19	18	\$45.58	
20	19	\$46.05	
21	20	\$46.48	
22	21	\$47.06	
23	22	\$47.65	
24	23	\$48.24	
25	24	\$48.78	
26	25	\$49.57	

Wages: Staff Nurse – Per Diem

DELETE OLD RATES

Effective the first full pay period in July 2022, Per Diem Staff Nurses shall receive a 4.0%-across the board increase. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2022, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Effective the first full pay period in July 2023, Per Diem Staff Nurses shall receive a 3.75% across the board increase. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2023, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Effective the first full pay period in July 2024, Per Diem Staff Nurses shall receive a 3.5% across the board increase. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2024, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Effective the first full pay period in July 2025, Per Diem Staff Nurses shall receive a 3.5% across the board increase. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2025, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

The following are the Per Diem hourly wage rates: Chart to be replaced

	7/1/2017	7/1/2019	7/1/2020	7/1/2021
Weekday	\$46.94	\$48.35	\$49.80	\$51.05
Weekday (evening/night)	\$49.44	\$50.85	\$52.30	\$53.55
Weekend Day/Premium Holiday	\$51.94	\$53.35	\$54.80	\$56.05
Weekend Night/Premium Holiday	\$54.44	\$55.85	\$57.30	\$58.55

In addition to the above rates of pay for Per Diem staff, said staff Per Diems shall, on a quarterly basis, receive a bonus payment upon an assessment of their pattern of work. Per Diem staff who work in excess of seventy-two (72) weekend or premium holiday (as defined by this Agreement) hours for the quarter, shall receive payment equal to the difference between pay received based upon the hourly rates set forth above and the following hourly rates set forth below, for all hours worked in the quarter.

Memorandum of Agreement – June 29, 2023

Chart to be replaced

	7/1/2017	7/1/2019	7/1/2020	7/1/2021
Weekday	\$51.94	\$53.35	\$54.80	\$56.05
Weekday (evening/night)	\$54.44	\$55.85	\$57.30	\$58.55
Weekend Day/Premium Holiday	\$56.94	\$58.35	\$59.80	\$61.05
Weekend Night/Premium Holiday	\$59.55	\$60.85	\$62.30	\$63.55

Upon ratification, Staff Per Diems shall **make themselves available to** work a minimum of one weekend shift per month, as well as one premium holiday from July 1 through November 30 and one Premium holiday from December 1 through June 30.

When a Per Diem reports for **their his/her** shift, but is sent home, the Per Diem will receive two (2) hours pay. **Staff Per Diems shall provide three (3) options for weekend shift availability and retain the option to commit to only one (1) weekend shift.**

TENTATIVE AGREEMENT

Article 18 – Nurse Clinicians/Research Nurse Clinicians

Research Nurse Clinicians

Fiscal Year 2023:

Effective retroactive to July 1, 2022, a **4.0%** across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiation's unit position on the payment date.

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 negotiation's unit position on the payment date.

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 negotiation's unit position on the payment date.

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 negotiation's unit position on the payment date.

Nurse Clinicians

Fiscal Year 23

Effective July 1, 2022, the rates will be increased by **2.75%**. In addition, Nurse Clinicians eligible³ for a step move based upon credited years of experience as of June 30, 2022 will move up one step. Nurse Clinicians with more than 30 years' of credited experience as of June 30, 2022 will receive a one-time lump sum payment of **1.25%** of their June 30, 2022 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University's payroll in a HPAE 5089 negotiations unit position on July 1, 2022, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 24

Effective July 1, 2023, the rates will be increased by **2.5%**. In addition, Nurse Clinicians eligible for a step move based upon credited years of experience as of June 30, 2023 will move up one step. Nurses Clinicians with more than 30 years of credited experience as of June 30, 2023 will receive a one-time lump sum payment of **1.25%** of their June 30, 2023 salary

³ For negotiations unit members in the HPAE Local 5089, 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 HPAE Local 5089, 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.

(not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2023, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 25

Effective July 1, 2024, the rates will be increased by 2.25%. In addition, Nurses Clinicians eligible for a step move based upon credited years of experience as of June 30, 2024 will move up one step. Nurses Clinicians with more than 30 years of credited experience as of June 30, 2024 will receive a one-time lump sum payment of 1.25% of their June 30, 2024 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2024, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

Fiscal Year 26

Effective July 1, 2025, the rates will be increased by 2.25%. In addition, Nurses Clinicians eligible for a step move based upon credited years of experience as of June 30, 2025 will move up one step. Nurses Clinician with more than 30 years of credited experience as of June 30, 2025 will receive a one-time lump sum payment of 1.25% of their June 30, 2025 salary (not to be added to the base salary), prorated for part-time Staff Nurses. To be eligible for this payment, members of the unit must be on the University’s payroll in a HPAE 5089 negotiations unit position on July 1, 2025, and continue to be on the payroll in a HPAE 5089 negotiations unit position on the payment date of the increase.

NURSE CLINICIAN – Chart to be replaced

RN Experience (Years)	2019	2020	2021
<1 Year	\$39.26	39.75	40.25
1– 4 Years	\$42.54	43.07	43.61
5– 9 Years	\$46.04	46.62	47.20
10– 14 Years	\$49.54	50.16	50.79
15– 19 Years	\$56.04	56.74	57.45
20– 24 Years	\$56.54	57.25	57.97
25– 29 Years	\$60.04	60.79	61.55
>= 30 Years	\$60.74	61.50	62.27

The Parties agree to meet and confer within 30 days of ratification regarding the Per Diem Nurse Clinicians/Research Nurse Clinicians hourly rate of pay.

TENTATIVE AGREEMENT

Article 20 – Advance Practice Nurses – Wage Benefit

APN SALARY BAND BASED ON TOTAL YEARS OF NURSING EXPERIENCE					
Salary Bands: Based on Total Nursing Years of Experience	APN Rate eff: 3/1/2022	Rate Increase Proposed 7/1/2022**	Rate Increase Proposed 7/1/2023**	Rate Increase Proposed 7/1/2024	Rate Increase Proposed 7/1/2025
Band/Years Experience Credit	3.0%	4.0%	3.75%	3.50%	3.50%
Band (0) 0-2 years	125,603	130,627	135,526	140,269	145,178
Band (3) 3-5 years	131,278	136,529	141,649	146,607	151,738
Band (6) 6-8 years	138,087	143,610	148,996	154,211	159,608
Band(9) 9 -11 years	144,897	150,693	156,344	161,816	167,479
Band (12) 12-14 years	151,706	157,774	163,691	169,420	175,350
Band (15) 15-17 years	158,516	164,857	171,039	177,025	183,221
Band (18) 18+ years	165,515	172,136	178,591	184,841	191,311

Years Experience Calculation:

LPN 2:1 ratio – capped at max of 5 years.

RN 1:1 ratio – no cap

APN 1:1 ratio – no cap

July 2022 - Effective the first full pay period in July 2022 APNs who have obtained the appropriate full years of experience as of June 30, 2022 shall be moved to the corresponding level of the range.

July 2023 - Effective the first full pay period in July 2023 APNs who have obtained the appropriate full years of experience as of June 30, 2023 shall be moved to the corresponding level of the range.

July 2024 - Effective the first full pay period in July 2024 APNs who have obtained the appropriate full years of experience as of June 30, 2024 shall be moved to the corresponding level of the range.

July 2025 - Effective the first full pay period in July 2025 APNs who have obtained the appropriate full years of experience as of June 30, 2025 shall be moved to the corresponding level of the range.

To be eligible for any increases, a unit member must be active on the Rutgers Payroll at date of payment.

INSERT RATES AGREED TO Sept 2022

Per Diem Hourly Rates – APN:

	Sept 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
Weekday	\$75.46			
Weekday (evening/Night)	\$77.96			
Weekend Day/ Premium Holiday	\$80.46			
Weekend Night/Premium Holiday	\$82.96			

a. **Effective September 1, 2022, Per Diem APNs shall receive increases as specified in the above table.**

No Per Diem APN will have their current wage rate reduced based upon wage adjustment made under this section. APNs whose hourly rate is higher than the rate set forth above for their years of experience will be “red circled.”

In order to receive the above Wage Rates and Retroactive Payment, the Per Diem APN must be on University payroll as a Per Diem APN when payment is issued

b. **Effective the first full pay period in July 2023, Per Diem APNs shall receive a 3.75% across the board increase.**

c. **Effective the first full pay period in July 2024, Per Diem APNs shall receive a 3.5% across the board increase.**

d. **Effective the first full pay period in July 2025, Per Diem APNs shall receive a 3.5% across the board increase.**

TENTATIVE AGREEMENT

ARTICLE 21 - WAGES

Whereas, HPAE Local 5089 and Rutgers, the State University of New Jersey (“Rutgers”) entered into a successor collective negotiations agreement dated July 1, 2018 through June 30, 2022 (“CNA”);

Whereas, Rutgers, the State University of New Jersey (“Rutgers”) had an immediate need to retain and recruit new CRNAs at a range higher than the range set forth in the collective negotiations agreement between HPAE Local 5089 and Rutgers dated July 1, 2018 through June 30, 2022 (“2018 CNA”), and as a result, HPAE Local 5089 and Rutgers agreed to amend Article 21 of the 2018 CNA effective the first full pay period after January 1, 2022 (“January 2022 CRNA Amendment”);

Whereas, Rutgers, the State University of New Jersey (“Rutgers”) continues to have an immediate need to retain and recruit new CRNAs at a range higher than the range set forth in the January 2022 CRNA Amendment;

HPAE Local 5089 and Rutgers agree to amend Article 21 of the 2018 CNA and the January 2022 CRNA Amendment as follows:

1. Effective the first full pay period after ~~January 1, 2023~~ **thirty days following ratification of the Agreement**, the CRNA Salary Range set forth in Article 21 of the 2018 CNA shall be replaced with the following wage ranges:

Nurse Anesthetist Range:

<u>Experience Credit</u>	<u>Effective First Full Pay Period in</u>
Step 1 — 0-1 years	\$97.00 \$100.00
Step 2 — 2-3 years	\$99.00 \$105.00
Step 3 — 4-5 years	\$105.00 \$108.00
Step 4 — 6-8 years	\$110.00
Step 5 — 9-10 years	\$112.00
Step 6 — 11-12 years	\$114.00
Step 7 — 13-14 years	\$116.00
Step 8 — 15-16 years	\$118.00
Step 9 — 17-18 years	\$120.00
Step 10 — 19-20 years	\$122.00
Step 11 — 20+ years	\$124.00

Memorandum of Agreement – June 29, 2023

STEP	Experience	New Proposal	2021 rate	Annual
1	0-1	108	97	\$ 224,640.00
2	2-3 yrs	110	99	\$ 228,800.00
3	4-5 yrs	112	105	\$ 232,960.00
4	6-8 yrs	114	110	\$ 237,120.00
5	9-10 yrs	116	112	\$ 241,280.00
6	11-12 yrs	118	114	\$ 245,440.00
7	13-14 yrs	120	116	\$ 249,600.00
8	15-16 yrs	122	118	\$ 253,760.00
9	17-18 yrs	124	120	\$ 257,920.00
10	19-20 yrs	126	122	\$ 262,080.00
11	20-21 yrs	128	124	\$ 266,240.00
12	22-23 yrs	130		\$ 270,400.00

- **Step 12 – 22+ years**

Per Diem Rate – CRNA:

Effective 30 days after ratification,

Weekday: ~~\$160~~ ~~\$180 per hour~~ \$175 per hour

Weekend: ~~\$160~~ ~~\$180 per hour~~ \$185 per hour

Effective 30 days after ratification, CRNA Per Diems are required to work at least 2 nine (9) shifts per six (6) month period in order to remain employed at the University in this position.

Shift Differential – CRNA

~~Evening/Night Shift: \$7.50~~

Night Shift (11pm-7am): \$9.00

~~Weekend: \$8.50~~ \$10.00

2. Beginning with the first full pay period in January 2023, all active CRNAs currently on payroll will be placed at the appropriate step of the new range based on credited years of experience as of the first full pay period in January 2023. One (1) year of full-time experience shall equal one (1) year of credit.
3. A CRNA will advance to the next step of the range upon completion of the last year of service required at the prior step.
4. CRNAs whose hourly rate is lower than the rate set forth in the above range for their years of experience shall be placed on the appropriate step and have their hourly rate increased to the wage rate for that step.
5. No CRNA will have their current wage rate reduced based upon wage adjustments made under this section. CRNAs whose hourly rate is higher than the rate set forth above for their years of experience will be “red circled.”
6. To ensure proper placement on the range, the University will rely on the information

contained in University Human Resources records for that employee to determine credited years of experience.

7. **Sign-on/Retention Payments (NEW):**

a. Upon execution of this Agreement, CRNAs at Rutgers will be eligible to receive a sign-on/retention payment as follows:

i. CRNAs who commenced employment with the University on or after the execution date of this Agreement until October 1, 2024 will receive a sign-on payment of up to \$40,000, paid in four disbursements, upon successful completion of the appropriate milestones as follows:

a. Sign On/Retention Payment 1 - \$10,000 (paid in the first pay period following successful completion of the CRNA's probationary period);

b. Sign On/Retention Payment 2 - \$10,000 (paid upon completion of Year 2 of service at the University as a CRNA);

c. Sign On/Retention Payment - \$10,000 (paid upon completion of Year 3 of service at the University as a CRNA); and

d. Sign On/Retention Payment 4 - \$10,000 (paid upon completion of Year 4 of service at the University as a CRNA).

ii. CRNAs currently employed by Rutgers University with up to 5 continuous years of CRNA service at Rutgers, will receive the following lump sum retention payment(s):

a. Sign On/Retention Payment 1 - \$10,000 (paid 30 days following execution of this agreement)

b. Sign On/Retention Payment 2 - \$10,000 (paid the first full pay period following June 30, 2024)

c. Sign On/Retention Payment 3 - \$10,000 (paid the first full pay period following June 30, 2025)

d. Sign On/Retention Payment 4 - \$10,000 (paid the first full pay period following June 30, 2026)

iii. CRNAs currently employed by Rutgers University with 6 or more years of CRNA service at Rutgers, will receive the following retention bonus:

a. Sign On/Retention Payment 1 - \$20,000 (paid 30 days following execution of this agreement)

b. Sign On/Retention Payment 2 - \$10,000 (paid the first full pay period following June 30, 2024)

c. Sign On/Retention Payment 3 - \$10,000 (paid the first full pay period

following June 30, 2025)

- b. In order to receive any disbursement of the sign-on/retention payment in this Paragraph 7 of this Agreement:
- i. The CRNA must be employed as a CRNA at Rutgers on the date the disbursement or lump sum is paid (as applicable);
 - ii. The CRNA must provide coverage in all specialty areas for which they have been trained (i.e., Cardiac, Peds, OB, etc.);
 - iii. The CRNA must have an evaluation rating of Satisfactory or greater; in the last evaluation period immediately before any lump sum payment would be made.;
 - iv. Should any CRNA receive any discipline for work performance and/or attendance issues following the signing of this agreement, the disbursement of the lump sum payment as set forth above may be delayed by Rutgers until the conclusion of the grievance procedure set forth in the CNA. Any such grievance filing will be processed in accordance with the timelines set forth in the CNA. Should the discipline be dismissed as a result of the process of the grievance procedure, any missed lump sum payments will be paid by Rutgers to the CRNA within two pay periods.
 - v. Payments will be prorated for part-time employees.
- c. CRNAs who separate from their employment as a CRNA at Rutgers (voluntarily or involuntarily) will not be eligible for any additional disbursements following the date such individual provides notice of their intended resignation/retirement or the date such individual received notice of the intended termination of their employment.
- d. Should a CRNA separate from Rutgers (voluntarily or involuntarily), within six (6) months of receipt from any lump sum payment made in accordance with Paragraph 7, the CRNA will be held responsible for reimbursing Rutgers for the amount paid on the most recent disbursement, but not be held liable for prior payments. Repayment must be made within thirty days of separation. A CRNA who separates from Rutgers due to a documented medical reason that makes them permanently disabled to work, will not be held responsible for reimbursing Rutgers the lump sum payment made to the CRNA less than 6 months prior to separation.
- e. Lump sum payments set forth above shall not be added to an employee's base salary.
8. The provisions of Paragraph 7 of this section shall sunset on October 1, 2024 and shall not apply to all CRNAs hired after that date. The provisions of this Paragraph 7 shall continue to apply, as applicable to those hired prior to October 1, 2024 (subject to the conditions in Paragraph 7) until the parties negotiate otherwise.

Memorandum of Agreement – June 29, 2023

All other provisions of the 2018 CNA and the January 2022 CRNA Amendment shall remain in effect, and the CRNAs shall remain ineligible for any other compensation increases currently being proposed in negotiations, and the subsequent 2022 Collective Negotiations Agreement.

TENTATIVE AGREEMENT

Appendix B – Twelve Hour Shifts – Payments & Scheduling

Effective July 10, 1993, all Full-Time employees who are regularly scheduled to work on a twelve (12) hour per shift basis (hereby defined as flexi-scheduled) will be compensated for the exact number of hours worked per pay period.

Employees will be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in a work week.

~~Full Time employees working on a twelve (12) hour shift shall continue to be scheduled to work thirteen (13) twelve (12) hour shifts per month as a basis for maintaining their full time status.~~

Flexi-scheduled employees shall be compensated for all accrued benefit time at their regular rate of pay.

Flexi-schedule employees will be charged twelve (12) hours for each twelve (12) hour shift which the employee is normally scheduled to work but does not work due to the employee's use of an accrued Vacation Day, Sick Day, Personal Day, Administrative Day or Mandatory Day Float Holiday.

Whenever an employee is absent for all scheduled work shifts during a work week in which the employee is normally scheduled to work four (4) work shifts due to illness, the employee shall be charged for the use of fifty-two (52) hours of accrued sick leave and shall have said number of hours deducted from the employee's accrued total sick leave hours.

Annual amounts of accrued benefit time for Full Time flexi-scheduled employees shall be as follows:

<u>Float Holiday</u>	<u>48 hours</u>
Sick Leave	<u>120-96</u> hours
Vacation	
0-3 yrs	120 hours
4-18 yrs	160 hours
19 yrs and up	200 hours
<u>Personal</u>	<u>24 hours</u>
<u>Administrative</u>	<u>16 hours</u>
<u>Mandatory</u>	<u>32 hours</u>

TENTATIVE AGREEMENT

Change all current gender references to gender neutral references

TENTATIVE AGREEMENT

Professional Advancement Program

Beginning ~~July 1, 2019~~ **July 1, 2023** and each-fiscal year thereafter the University will establish a voluntary Professional Advancement program for **CINJ unit** employees. All full-time **CINJ unit** employees, who have successfully completed his/her initial probationary period, shall be eligible to participate in the Professional Advancement Program.

For those **CINJ unit** employees who opt to participate in the Professional Advancement program, the guidelines for credit are detailed and attached for advancement through the program, and he/she must notify the **CINJ** Administration by no later than September 1st of each calendar year, and completion by June 30th of each fiscal year.

The **CINJ** Administration shall designate a representative to manage enrollment and progress for **CINJ unit** employees who participate in the program. **CINJ unit** employees shall be entitled to begin or end his/her involvement in the program through written notification to the designated representative. Compensation for completion of the program will be paid within ninety (90) days of submitting documentation to the representative.

~~After the completion of six (6) months and one (1) year, the University and Union will agree to meet, discuss and provide an update related to the implementation of this program.~~

Appendix 16 – Professional Advancement Program

Core Value	Description	Point Value
Education (Max. of 3 points for highest degree only, unless currently required by employee's job description)		
BA, BS	BSN, or BA/BS + AND	1
MA, MS	Nursing Related Master's degree	2
PhD, DNP	Nursing Related Doctorate degree	3 4
Graduate Level Classes (Must be related to area of specialty)		
	(One Course) 3 - 4 credits	1
	(Two Courses) 5+ credits	2
	(Three Courses) 8+ credits	3
	(Four Courses) 10+ credits	4
Continuing Education Courses		
CEU, CME, CNEU	31 - 40	2 4
	41 - 50	3 6
	51+	4 8

Memorandum of Agreement – June 29, 2023

Professional Nursing Certifications (Max. of 6 points for this category)		
Membership (Primary area of specialty or related area)	Professional national nursing association (Points per membership)	1
Certification	Professional national nursing association (Beyond certifications required for job category)	1 2
Professional Presentations (Pre-approved in advance by the Department)		
Within Rutgers University	Poster, Presentation	1 2
Within Rutgers University	Presentation (2+ hours)	2 4
Outside of Rutgers University	Regional/National Presentation (Including posters)	3 6
Leadership (Max. of 10 points for this category)		
Officer	Professional nursing or health care org., per office held	3
Committee Participation	Formal internal committees (Min. of 9 months participation per committee)	1
	Committee Co-Chair (Min. of 9 months)	2
	Committee Chair (Min. of 9 months)	3
Preceptor/ Mentor	Orientation/training of new nursing hire, per preceptee (APN only)	2 4
Mentor	<u>Training/Teaching of students in field of practice</u>	<u>4</u>
Teaching	Continuing education class, undergrad/graduate nursing courses or clinical, points per semester (Excluding CRNA)	2
Publications	Patient education materials	1
	Professional newsletter	1
Grant Application	Chapter, Journal article co-author, Peer reviewed journal	2
	Peer reviewed journal Article (Primary author)	3
Grant Application	Successful Grant Submission and approval	4
Clinical Practice (Max. of 5 points for this category)		
Awards	Community-based award by healthcare org. or healthcare related activity	2
	Internal award	3
Community Service (Max. of 5 10 points for this category)		
Healthcare Volunteer Work	For every 2 hours of volunteer work within healthcare field	1

Appendix 16 – Professional Advancement Program (Continued)

QUALIFICATIONS TO APPLY TO PROFESSIONAL ADVANCEMENT PROGRAM

You must apply yearly for this program. Applicants must have:

- Current licensure, certifications required for position
- Participants shall be involved in direct patient care with a minimum of two (2) years of nursing experience.
- Minimum of 1 year (continuous) of employment at **CINJ**
- Two peer reviews annually
- Points in Education and Leadership Categories

6 – 12 Points: \$1,000, \$1,250
13 – 19 Points: \$2,000, \$2500
20+ Points: \$3,000, \$3750 \$3500

*Agreement for education requirement packaged with increase to ~~2-~~ 4 points for Certification.

Memorandum of Agreement – June 29, 2023

Side Letter of Agreement # __

[Date]

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

Re: Department of Anesthesiology and Perioperative Medicine CRNA Extra Coverage Lump Sum Payment – Pilot Program

Dear Ms. White,

The University and Union are interested in providing clear guidelines on extra compensation for CRNAs making themselves available to provide additional clinical coverage. Therefore, the University proposes a CRNA Extra Coverage Lump Sum Payment – Pilot Program for a period of time beginning upon ratification and continuing **for three (3) months with three (3) month renewals possible** at the sole discretion of the University. The components of this Pilot Program are as follows:

1. Full Time/Part Time/Per diem CRNA shall receive lump sum payments as set forth below in addition to their regular hourly rate, or overtime if applicable, for providing coverage for “eligible shifts”:
 - \$350.00 for an additional 8-hour shift
 - \$450.00 for an additional 10-hour shift
 - \$550.00 for an additional 12-hour shift
2. An “eligible shift” shall be determined at the sole and exclusive discretion of the University. Departmental leadership can identify “eligible shifts” on as needed based on special/unforeseen circumstances.
3. After the monthly schedule is posted, departmental leadership will determine if there are “eligible shifts” requiring coverage. If so, a list of “eligible shifts” will be sent via email to the CRNA group.
4. All full time (FTE), part time (PT) and per diem (PD) Rutgers University CRNAs are eligible.
5. **Eligibility for shifts shall be extended equitably to full time (FTE) and part time (PT) negotiations unit employees on a seniority basis prior to offering opportunities for shifts to per diem (PD) negotiations unit employees. Per diem (PD) employees shall be eligible after scheduling five (5) regular shifts on the monthly schedule.**

Memorandum of Agreement – June 29, 2023

6. A CRNA must be prescheduled for their regular workweek and must work all hours within that workweek to be eligible for the lump sum payment. If a CRNA uses any paid time off during a workweek and works an “eligible shift,” the CRNA will be ineligible for the above lump sum payments.
7. Per diem CRNAs are eligible for the lump sum payment after their committed contractual agreement has been met and will earn the contractual hourly rate plus lump sum payment.
8. Bonus exclusions: Excessive scheduling of PTO does not warrant enactment of this bonus program.
9. Hours added on to a prescheduled extra coverage shift must be approved by departmental leadership for increase payment.

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

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:

6-14-23CRU Counter Proposal

[Signature]

Date: 6.21.23

[Signature]

Rebecca Givan, AAUP-AFT

Date: 6.23.23

[Signature]

Sara Holden, CIR/SEIU

Date: 6/25/23

[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

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

6-14-23CRU Counter Proposal

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Date: 6.21.23

[Handwritten Signature]

Rebecca Givan, AAUP-AFT

6.23.23
Date:

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Date: 6/23/23

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Frank Proscia, M.D., Doctors Council SEIU

Date: 06-23-23

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Dr. Sabrina Brown-Oliver VP Local HP AE 5098

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