#### **MEMORANDUM OF AGREEMENT**

Agreement made this 23rd day of October, 2024, the American Federation of State, County and Municipal Employees, AFL-CIO, Local 888 ("Union" or "Local 888") and Rutgers, The State University of New Jersey ("Rutgers") (collectively referred to as "Parties");

WHEREAS, Local 888 and Rutgers are parties to a collective negotiations agreement covering the period July 1, 2018 to June 30, 2024 ("2018-2024 CNA"); and

WHEREAS, the Parties have engaged in good faith collective negotiations in an effort to reach agreement or otherwise resolve terms and conditions for a new labor contract for the period of July 1, 2024 to June 30, 2028; and

WHEREAS, the Parties have reached agreement on terms and conditions for a new labor contract for the period of July 1, 2024 to June 30, 2028, subject to ratification by Local 888 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for Local 888 and Rutgers agree to recommend this agreement for ratification and approval;

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

- 1. The Parties have a tentative agreement on Article 4 Grievance Procedure (University Counter Proposal 10/23/24) (see attached).
- 2. The Parties have a tentative agreement on Article 7 Seniority (University Counter Proposal 7/10/24) (see attached).
- 3. The Parties have a tentative agreement on Article 8 Out of Title (University Proposal 10/23/24) (see attached).
- 4. The Parties have a tentative agreement on Article 10 Salary (University Counter Proposal 9/25/24) (see attached).

- 5. The Parties have a tentative agreement on Article 15 Hours of Work (University Counter Proposal 10/23/24) (see attached).
- 6. The Parties have a tentative agreement on Article 19 Sick Leave (University Proposal 9/25/24) (see attached).
- 7. The Parties have a tentative agreement on Article 20 Bereavement Leave (University Counter Proposal 4/30/24) (see attached).
- 8. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 3) (University Counter Proposal 4/30/24) (see attached).
- 9. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 4) (University Proposal 10/23/24 (515pm)) (see attached).
- 10. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 9) (University Counter Proposal 7/30/24) (see attached).
- 11. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 10) (University Counter Proposal 10/23/24) (see attached).
- 12. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 12) (University Proposal 4/30/24) (see attached).
- 13. The Parties have a tentative agreement on Article 27 General Provisions (Paragraph 16) (University Proposal 4/30/24) (see attached).
- 14. The Parties have a tentative agreement on Article 33 Term (University Proposal 10/23/24) (See attached).
- 15. The Parties have a tentative agreement on new Appendix G (Job Rate MOA and Salary Tables) (University Proposal 4/30/24).
- 16. The Parties have a tentative agreement on Side Letter of Agreement-Seniority Units and Position Titles (University Proposal 7/10/24) (see attached)
- 17. The Parties have a tentative agreement on Side Letter of Agreement-Leaves of Absence Articles (University Proposal 9/25/24) (see attached).

This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counter-proposals not contained

herein are deemed withdrawn, void and without further effect. The Union agrees to withdraw with prejudice all outstanding information requests relating to negotiations for a successor agreement, if any. All other articles from the 2018-2024 CNA not changed by this MOA shall remain unchanged in the 2024-2028 collective negotiations agreement. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon.

This Agreement is subject to ratification by the members of the Local 888 negotiations unit employed by Rutgers.

FOR AFSCME Local 888 NU

MICHAEL MESSNER PRESIDENT, AFSCME Local 888

TÉRRX WOODŘOW PRESIDENT, AFSCME Local 888

**GUSTIN SANCHEZ** 

FOR RUTGERS UNIVERSITY

DAVID A. COHEN V.P., LABOR RELATIONS

HARRY M. AGNOSTAK, J.D. V.P., LABOR RELATIONS

JEFFREY MASCHI V DIRECTOR, LABOR RELATIONS

JULIE CARTEGNA-JONES SR. LABOR RELATIONS SPECIALIST

CHRISTOPHER ZIGRE LABOR RELATIONS SPECIALIST

- Key: Regular text is language the parties agree upon. 1 2 Bold/underline and strikethrough is Rutgers' 10/23/2024 counter proposal. 3 Article #4 – Grievance Procedure 4 1. A grievance is defined as any difference or dispute concerning the interpretation, 5 application, or claimed violation of any provision of this Agreement or of any 6 Rutgers policy or an administrative decision relating to wages, hours, or other 7 terms or conditions of employment of the employees, as defined herein. The 8 procedure set forth herein is the sole and exclusive remedy for any and all claims 9 pertaining to the provisions of this Agreement. The purpose of the grievance 10 procedure is to secure promptly, and at the lowest possible level, equitable 11 solutions to the problems which may arise affecting the terms and conditions of 12 employment. 13 2. All grievances, regardless of the Step at which they are initiated, must specifically 14 cite which provision of this Agreement and/or Rutgers policy is alleged to have 15 been violated. The Union shall endeavor to set forth specific information 16 indicating the factual nature of the grievance. This language is not intended to 17 preclude the Union from amending its grievance. 18 3. A grievance of an employee or of the Union shall be handled in the following 19 manner. Discharge grievances may be presented immediately under the 20 provisions of paragraph 6 below. 21 Step 1: 22 An employee having a grievance shall present it in writing in the first instance to 23 the immediate supervisor within fourteen (14) calendar days after the occurrence 24 of the event or knowledge thereof out of which the grievance arises. The 25 immediate supervisor shall within fourteen (14) calendar days arrange a meeting 26 with the employee. The employee shall notify the shop steward of the date and 27 time of the meeting; no meeting shall take place without the steward being 28 present. The immediate supervisor shall attempt to adjust the grievance and shall 29 give a written answer to the employee and to the employee's steward within 30 fourteen (14) calendar days after the meeting. 31 In cases where the event giving rise to the grievance is not initiated by the 32 employee's immediate supervisor, the grievance initially shall be presented to the 33 first level of supervision having authority to effect a remedy. 34 Step 2: 35 If the employee or the Union is not satisfied with the Step 1 answer, the Union 36 may advance the grievance to the second level of authority by forwarding the 37
- 38 written grievance and written answer to the Office of University Labor Relations,

the President of the Union, and the employee's next level of authority within 39 fourteen (14) calendar days after receipt of the written answer. (For the purpose 40 of this grievance procedure, the next level of authority shall be considered to be 41 the employee's Division Head, Department Head, or Section Head.) If a Step 2 42 grievance is filed by an individual employee, the employee shall also send a copy 43 to the Union President. Within fourteen (14) calendar days after receipt of the 44 written grievance, an appropriate union representative (i.e. President of the 45 Union, campus Vice-President's, or designee) will arrange for the Division Head, 46 Department Head, or Section Head to hold a meeting with the employee and a 47 Union officer. The Division Head, Department Head, or Section Head shall give 48 to the employee, to the President of the Union, and to the Office of University 49 Labor Relations a written answer to the written grievance within fourteen (14) 50 calendar days after the date of such meeting. 51

52 Step 3:

If the employee or the Union is not satisfied with the written answer of the 53 employee's Division Head, Department Head, or Section Head, the Union may, 54 within fourteen (14) calendar days following the date of the written answer of the 55 employee's Division Head, Department Head, or Section Head, submit to the 56 Office of University Labor Relations a written request for a meeting between a 57 representative of the Office of University Labor Relations and a Council 58 representative of the Union. Such meeting shall occur at a mutually agreeable 59 time and place not later than fourteen (14) calendar days after receipt of the 60 written request for such discussion. The employee shall be entitled to be present 61 at such meeting. The representative of the Office of University Labor Relations 62 shall give a written decision to the employee and the Union within fourteen (14) 63 calendar days after such discussion takes place, or within such additional period 64 of time that may be mutually agreed upon. A general grievance, one that may 65 affect all or a group of employees, may be presented by the Union at Step 3. 66

- If the Union believes that the third step Hearing Officer has based <u>their his/her</u>
   decision on material not presented or referenced at the third step, the Union may
   request reconvening of the hearing to review or rebut this material.
- 70 Step 4:

If the Union is not satisfied with the written decision of the Rutgers
representative, the Union may, within thirty (30) calendar days after the receipt of
the written decision of the Rutgers representative, submit the grievance to
binding arbitration, sending the Office of University Labor Relations a copy of
such submission.

If Rutgers and the Union agree that the grievance shall be heard by a tri-partite
panel, one member of that panel shall be designated by Rutgers, one by the
Union and the third will be selected jointly by Rutgers and the Union.

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- 79 Rutgers and the Union agree that the arbitrator to be chosen jointly shall be selected from a panel provided by the Public Employment Relations 80 Commission. The arbitrator will be selected in accordance with the rules and 81 procedures of the agency. 82 The costs and expenses incurred by each party shall be paid by the party 83 incurring the costs except that the fees of the neutral arbitrator and the 84 administering agency shall be borne equally by Rutgers and the Union. 85 When documents are discovered by the University which were not presented at 86 third step but which will be used at arbitration, the University will produce such 87 documents two (2) business days prior to the arbitration hearing, with the parties 88
- realizing that situations may necessitate shorter notice.
- Within thirty (30) days following the close of the arbitration hearing, the arbitrator
   shall render a decision in writing.
  - 5. No arbitrator functioning under the provisions of this grievance procedure shall have the power to amend, modify, or delete any provision of this Agreement.
- 6. In case of disciplinary action of suspension without pay of three (3) or more days, 96 suspension where an employee has been permitted to charge accrued paid 97 leave time, or discharge, if the grievance is filed within seven (7) calendar days 98 after suspension without pay of three (3) or more days, suspension where an 99 employee has been permitted to charge accrued paid leave time, or discharge, 100 the grievance may begin at Step 3 above. If the grievance is filed by an individual 101 employee, the employee shall send a copy to the Union president, and the 102 hearing representative shall send a copy of the answer to the Union president as 103 set forth in Step 3 above. 104
- 106If the employee or the Union is not satisfied with the written answer, the107grievance procedure above starting with Section 2, Step 4 shall be followed.
  - If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced (at the discretion of the Union) to the next step.
- 8. No employee shall be discharged, suspended, or disciplined in any way except
  for just cause. The sole right and remedy of any employee who claims that <u>they</u>
  he or she has <u>have</u> been discharged, suspended, or disciplined in any way
  without just cause shall be to file a grievance through and in accordance with the
  grievance procedure.
- Holidays shall not be counted in computing the time limits provided for above.
   Any written decision or written answer to a grievance made at any step which is

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not appealed to the succeeding step within the time limits provided, or such
 additional period of time as may be mutually agreed upon in writing, shall be
 considered a final settlement and such settlement shall be binding upon Rutgers,
 the Union, and the employee or employees involved.

- 10. An employee shall not lose pay for time spent during <u>their his/her</u> regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees, during regular working hours, at the Step 4 meeting of the grievance procedure, such employees shall not lose pay for such time.
- 11. In the event of the discharge for cause of any employee, Rutgers shall promptly give written notice of the discharge to the shop steward in the employee's seniority unit, if known, and attempt to give telephone notice to the President of the Union or to the Vice President of the Union responsible for the campus on which the discharged employee had been employed.
  - 12. An employee shall, upon request, be entitled to have a union representative present at any investigatory meeting or questioning which the employee reasonably believed could result in disciplinary action. During any such investigatory meeting, a union representative may assist the employee. If an employee is being questioned about his/her work performance or conduct and if the employee has a reasonable belief that the answer to such questions will result in discipline, then the employee may request that a steward be present.
- 13. Rutgers shall provide a copy of any written reprimand which is to be made part of the central file to the employee, to the steward if known, and to the President. Where applicable, a copy will be provided to the Vice President on the Newark or Camden campuses. The employee shall sign such reprimand, the signature serving only to acknowledge that <u>they have</u> he or she has read the reprimand and shall not necessarily be considered an agreement with the content thereof. Any employee may file a grievance with respect to any document written to the employee which expresses dissatisfaction with <u>their</u> his/her work performance or conduct and with which <u>they</u> he/she does not agree.
- 157 The Office of University Labor Relations will once a year in written format inform 158 all supervisory personnel of the time limits set in the grievance procedure and 159 their obligation to adhere to them or obtain consent from the Union to extend 160 them on an individual basis for a specific period of time.
- Annually, through a joint letter from the Union and the Office of University Labor
   Relations, employees will be informed that a document from a supervisor to an
   employee which expresses dissatisfaction with the employee's work performance
   or conduct may be grieved under this article.

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194 195 When an employee's record is free from any disciplinary action for a period of one (1) year, any letters of reprimand or documents which express dissatisfaction with the employee's work performance or conduct in the employee's record shall be deemed to be removed. When an employee's record is free from any disciplinary action for a period of three (3) years, any letters of suspension contained in the employee's record shall be deemed to be removed.

14. Grievance meetings and hearings should not be scheduled during employees' scheduled time off, without the consent of the Union. This provision does not apply to employees terminated, or employees suspended if the scheduled meetings and hearings fall during the term of the suspension.

#### 15. <u>Grievances that allege violations of Article 6 (Non-Discrimination) of this</u> <u>Agreement shall be held in abeyance for 60 calendar days if the University</u> <u>or the grievant requests the Office of Employment Equity (OEE) to</u> <u>investigate the allegation(s) and/or if OEE initiates an investigation.</u>

Agree: Harry Agnostak

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1 2 3	Key:	Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 7/10/24 counter proposal.
4 5		Article #7 – Seniority
6 7 8	1.	All employees shall be considered as probationary employees for the first <u>one-hundred</u> <u>and twenty (120)</u> ninety (90) calendar days of their employment. Rutgers will not extend such probationary period-without concurrence of the Union.
9 10 11		Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the provisions of Article 4 – Grievance Procedure.
12 13 14 15		Should a temporary employee receive a permanent appointment, that employee's seniority, after the ninety (90) day probationary period, will include the period of continuous service immediately preceding such appointment up to a maximum of nine (9) months.
16	2.	Definitions:
17 18 19 20		a. Rutgers seniority is defined as the length of time an employee has been continuously employed at Rutgers. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.
21 22 23 24 25		b. Classification seniority implemented on July 1, 1976 is defined as the length of time an employee has been continuously employed in a specific job classification within a seniority unit. In the event two (2) employees have the same seniority, their respective seniority shall be determined by alphabetical order of their last names.
26	3.	Seniority units are defined as:
27 28 29 30 31 32 33		<ul> <li>a. Farm Workers</li> <li>b. Dining Halls and Snack Bars – New Brunswick</li> <li>c. Fire Department</li> <li>d. Dining Hall and Snack Bar – Camden</li> <li>e. <u>Housing -</u> New Brunswick <del>Housing</del></li> <li>f. <u>Facilities Maintenance</u> <del>Physical Plant</del> – Newark</li> <li>g. Facilities Maintenance – New Brunswick</li> </ul>
34 35 36 37		<ul> <li>h. Facilities Maintenance – Camden</li> <li>i. Security Officers – Newark</li> <li>j. Security Officers – New Brunswick</li> <li>k. Security Officers – Camden</li> </ul>
38 39		<ol> <li>Athletics Department – New Brunswick</li> <li>m. <u>Housing – Newark</u></li> </ol>

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n. <u>Housing – Camden</u>

4. The Office of University Labor Relations shall maintain seniority lists of employees by
seniority units, copies of which shall be furnished to the Union. Effective one month after
ratification, separate seniority lists shall be maintained for full-time employees and for
part-time employees. The Office of University Labor Relations also shall furnish to the
Union copies of the monthly report reflecting changes in the seniority lists.

- 47 5. An employee's classification and Rutgers seniority shall cease and <u>their his/her</u>
  48 employee status shall terminate for any of the following reasons:
  - a. Resignation or retirement
  - b. Discharge for cause
  - c. Continuous layoff for a period exceeding six (6) months for employees with less than two (2) years continuous service; continuous layoff for a period exceeding one (1) year for employees with two (2) years or more continuous service.
- 54d. Failure of laid-off employee to report for work either (i) on the date specified in55written notice of recall mailed seven (7) or more calendar days prior to such date,56or (ii) within three (3) working days after date specified in written notice of recall57mailed less than seven (7) calendar days prior to such date, unless return to work58as herein provided is excused by Rutgers. Written notice of recall to work shall be59sent by Rutgers by certified mail, return receipt requested, to the employee's last60known address as shown on Rutgers personnel records.
- e. Failure to report to work for a period of three (3) consecutive scheduled working
  days without notification to Rutgers of a justifiable excuse for such absence.
- 63 f. Failure to report back to work immediately upon expiration of vacation, leave of
  64 absence or any renewal thereof unless return to work is excused by Rutgers, and
  65 such excuse shall not unreasonably be withheld by Rutgers.

6. For purposes of layoff and recall, the President, three (3) Vice Presidents, the Secretary-66 Treasurer, the Recording Secretary, all recognized shop stewards and three (3) executive 67 board members, and an alternate shop steward temporarily filling the role of the shop 68 steward during the absence of the shop steward, shall be granted top classification and 69 Rutgers seniority in their seniority units during their terms of office, provided that they 70 have the requisite qualifications and ability to perform the work available at the time of 71 layoff or recall. The Union will provide the University with a list of the names of these 72 persons holding the positions described as being granted top seniority and will keep the 73 74 list current.

75 7. General:

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a. When Rutgers decides to lay off employees within a job classification in a seniority unit, the employee(s) so affected ("the affected employee") shall be

78 entitled to exercise classification seniority by displacing the least senior employee in such classification in the seniority unit where such layoff occurs provided the 79 affected employee has the requisite qualifications and abilities to perform the 80 work available. If the affected employee does not possess the requisite 81 qualifications and abilities to perform the work available, the affected employee 82 may then displace the next least senior employee in such classification in the 83 seniority unit, who is less senior in the classification within the seniority unit than 84 the affected employee, provided the affected employee has the requisite 85 qualifications and abilities to perform the work available. This process shall 86 continue until a bump within such classification in the seniority unit, for which 87 the affected employee has the requisite qualifications and abilities to perform the 88 work available, has been identified. If after this process no such bump has been 89 identified, the provisions of paragraph (b) below shall apply. Probationary 90 employees in such classification in such seniority unit shall be laid off first. 91 92 b. Any employee so displaced may exercise their his/her Rutgers seniority to bump the employee with the least classification seniority in an equal or lower rated job 93 title in their his/her seniority unit provided that they have he/she has the ability to 94 perform the job and has greater Rutgers seniority than the employee to be 95 bumped. Any employee exercising their his/her right to bump shall be paid 96 according to the established demotion procedure if the bump is to a lower title. 97 This process shall continue until the last bump is exhausted. 98 If a displaced employee is unable to bump within their his/her own seniority unit, 99 and if the employee has held an equal or lower rated job title in a different 100 seniority unit, the displaced employee may bump the employee with the least 101 classification seniority in that job title in that seniority unit provided they have 102 he/she has the ability to perform the work available. 103 8. Employees who receive layoff notice and who are laid off from Rutgers, or who displace 104 other employees by utilizing Section 7 above, or who accept a lower-rated job in lieu of 105 being laid off shall be recalled in accordance with #5(c) above in order of their 106 classification seniority to a position in the same job title in their seniority unit as the one 107 vacated at the time of layoff provided they have the ability to perform the work available. 108 109 9. Employees hired on a 10-month basis will not be entitled to utilize the provisions above 110 during the off-season of July and August. 10. When Rutgers decides to lay off employees for two (2) weeks or less, or during a holiday 111 shutdown, whichever is longer, the employees so affected shall not be entitled to displace 112 any other employee in the seniority unit but may exercise their classification seniority to 113 fill vacancies in their classification within their seniority unit. Employees shall be 114 recalled to work in accordance with departmental schedules. 115 11. Summer layoffs in the New Brunswick Dining Halls and Snack Bars will be handled in 116 accordance with Paragraphs #7 and #8 except that a displaced employee may not exercise 117

118 119 120 121 122	seniority to displace an employee in a seniority unit outside the New Brunswick Dining Halls and Snack Bars. When the New Brunswick Dining Halls reduce staffing between the Fall and Spring Semesters, during Spring break, and the period from Commencement to June 30, the available work in each job classification will be offered first to the most senior qualified employee in that classification in the dining hall.
123 124 125 126 127	12. Employees who are laid off during the school summer vacation season shall be offered the opportunity to fill seasonal job openings in other seniority units before Rutgers hires new employees other than students, provided that they have the requisite qualifications and ability to perform the work available. Employees who take advantage of such opportunity shall not have the right to exercise seniority in such other seniority unit.
128 129	13. Employees cannot exercise classification or Rutgers seniority to displace other employees in existing positions except under the layoff procedure.
130	14. Seniority Upon Promotion
131 132 133 134 135 136 137	a. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain classification seniority in the seniority unit from which <u>they were</u> he or she was promoted or transferred only for a period of one (1) year from the time of <u>their his/her</u> promotion or transfer, during which period of time the employee may be returned to work in a position comparable to the one which <u>they he or she</u> held at the time of the promotion or transfer. In such promotion or transfer, Rutgers seniority is as specified in #2a.
138 139 140 141 142	<ul> <li>An employee who is promoted to a job within the bargaining unit shall retain and accumulate his/her their Rutgers seniority during the probationary period. If the employee is removed from the new job during the probationary period, they he/she will not lose benefits for which they were he/she was eligible before the promotion.</li> </ul>
143 144 145	15. Rutgers and the Union recognize the commitment of the University to its students to provide part-time employment. Rutgers will not use students to undermine the bargaining unit.
146	16. Accrual:
147 148	a. Rutgers seniority shall accrue during an authorized leave without pay, maternity leave, sick leave, or vacation as specified in #5c.
149 150 151 152 153 154	<ul> <li>b. Classification seniority shall accrue only during the time an employee is continuously employed in a specific job title within <u>their his/her</u> seniority unit except as set forth in 16(c), 16(d) and 16(e) below. Such classification seniority ceases when an employee vacates a particular title in a particular seniority unit. Authorized leave without pay, maternity, sick leave, vacation and layoff as limited by #5c. will be considered as continuous employment in a specific job title.</li> </ul>
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# Tentative Agreement

156	c.	Crafts T	rainees.	
157 158 159 160 161		i t v	f a Crafts Trainee is given layoff notice d n that title, <u>they</u> he/she will be credited w itle from which <u>they</u> he/she entered the p will be the period of entry into the Crafts ' notice.	with classification seniority in the program. The amount of credit
162 163 164		ti	Jpon completion of the Crafts Trainee pro itle, the employee will be credited with or n the craft title.	ogram and entry into the craft ne year of classification seniority
165	d.	Classific	ation Seniority After Bumping.	
166 167 168 169 170 171		above, cl that senic subseque <del>was</del> laid	a employee bumps into a lower rated job to lassification seniority previously accrued ority unit shall be credited to the employee ently recalled to the higher rated job title to off, classification seniority previously accurate nat seniority unit shall be credited to the en	in that lower rated job title in ee. If such employee is from which <u>they were he/she</u> crued in that higher rated job
172 173 174 175 176	e.	is promo	employee in the New Brunswick Facilitite ted from a particular craft title—as set for the of that same craft, that employee's class the shall remain the date of classification s e.	rth in Appendix D—-to the ssification seniority in the
177	17. Applic	ation: Cla	ssification seniority shall apply only in la	yoffs and recalls.
178 179 180	18. When	Rutgers de en at least	ecides to lay off employees for more than twenty-five (25) calendar days notice exc	two (2) weeks, employees will
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182 183 184 185 186 187		Agnostak 7-10 - 1		Agree Michael Messner Date

Agree: *July A 1100 drow* Terry Woodrow <u>7/10/24</u> Date

1 2 3	Key: Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 10/23/24 proposal.
4	Article #8 – Out of Title
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6	Employees may be temporarily transferred to work in another job title without regard to
7	classification and Rutgers seniority for periods up to seventy-five (75) sixty (60) calendar days,
8	and for such additional periods of time as may be mutually agreed upon between Rutgers and the
9	Union. Temporary assignments of employees to work temporarily in other job titles may be
10	made without change in pay rate, except that an employee who is assigned to work in another job
11	title for a period in excess of two (2) continuous working days shall thereafter be entitled to be
12	paid, retroactively to the first day of their his/her temporary assignment, a rate of pay which
13	would be equal to the rate the employee would receive if they he/she were promoted to the
14	higher title (at least one (1) increment above his/her regular rate). It is understood that Rutgers
15	will not rotate a temporarily assigned employee for the purpose of avoiding compensation to the
16	employee under this provision. A temporary assignment of an employee to work in another job
17	title for more than two (2) continuous working days shall be put in writing to the employee and
18	the Union by their his/her supervisor. If such assignment is not put in writing to the employee,
19	the employee will not be held accountable for performing the higher-level work.

20 Agree:

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1 2 3	Key:	Regular text is language the parties agree upon. <u>Bold/underline</u> and strikethrough is Rutgers' 9-25-24(215pm) counter proposal.
4		Article #10 – Salary
5 6 7 8	Univer	e llowing salary adjustments are subject to the appropriation of and allocation to the rsity by the State of adequate funding for the specific purposes identified for the full period d by this Agreement.
9	I.	Application Of The Subject To Language In The Preface To This Article
10 11 12 13 14 15		In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency. <sup>1</sup> If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:
16 17 18 19 20		A. The University shall provide AFSCME Local 888 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.
21 22 23 24 25		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
26 27 28 29		University provides fewer than twenty-one days' notice, upon request of AFSCME Local 888 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.
30 31 32		B. Along with the Notice provided to AFSCME Local 888 pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
33 34		<ul> <li>The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;</li> </ul>
35		- The audited financial statements for the prior fiscal year;

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

36 37		<ul> <li>Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;</li> </ul>
38 39		<ul> <li>Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;</li> </ul>
40		- Quarterly Statement of Cash Flows (Statement of Cash Flows);
41		- Unaudited End of Year financial statements for the statements listed above;
42 43		<ul> <li>University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and</li> </ul>
44 45		<ul> <li>The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.</li> </ul>
46 47 48		• AFSCME Local 888 may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.
49 50 51 52 53	C.	During the notice period, upon written request by AFSCME Local 888, 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 AFSCME Local 888 may file a category one grievance pursuant to paragraph 5 below.
54 55 56	D.	AFSCME Local 888 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.
57 58 59 60 61	E.	If the parties have not agreed upon measures to address the fiscal emergency, AFSCME Local 888 may file a grievance under Article 4 of the Agreement. The grievance shall proceed directly to arbitration. 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.
62 63 64 65		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 arbitrator's decision shall be binding on all parties.
66 67 68 69		The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under this Article. 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 this Article, the parties shall mutually agree upon another arbitrator.
70 71 72	F.	The University agrees not to invoke the "Application Of The Subject To Language In The Preface To This Article" in Article 10(I) in Fiscal <u>Year 2024-2025 (July, 1, 2024</u> <u>– June 30, 2025)</u> 2022-2023 (July 1, 2022 – June 30, 2023).

74       II. Salary Program         75       A. Job Rate System         76       1. Effective January 1, 2024, the range and step salary guide contained in the 2018-2024 collective negotiations agreement was replaced by a Job Rate salary program, consisting of three (3) job rates. (See Appendix G.) The three job rates that will apply to all current employees as of January 1, 2024, and employees hired into negotiations unit positions after January 1, 2024, will be as follows:         83       a. Introductory Rate         84       i. Twelve-month employees will be paid at the Introductory Rate of pay for the first 180 calendar days of employment,         85       ii. Ten-month employees hired at the Introductory Rate of pay for the first 150 calendar days of employment.         88       b. Job Rate I         89       i. Twelve-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         90       calendar days of employment.         91       i. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         92       ii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 150 calendar days of employment.         93       ii. Ten-month employees will move to Job Rate II rate of pay after completing 36 months of employment at Job Rate I.         94       ii. All employees hired after January 1, 2024, and all employees on Steps 1 through 8 prior to January 1, 2024, shall n	73		
76         77       1. Effective January 1, 2024, the range and step salary guide contained in the 2018-2024 collective negotiations agreement was replaced by a Job Rate salary program, consisting of three (3) job rates. (See Appendix G.) The three job rates that will apply to all current employees as of January 1, 2024, and employees hired into negotiations unit positions after January 1, 2024, will be as follows:         83       a. Introductory Rate         84       i. Twelve-month employees will be paid at the Introductory Rate of pay for the first 180 calendar days of employment,         86       ii. Ten-month employees hired at the Introductory Rate of pay for the first 150 calendar days of employment,         88       b. Job Rate I         89       i. Twelve-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         90       pay will move to Job Rate I rate of pay after completing 150 calendar days of employment.         91       ii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I rate of pay after completing 150 calendar days of employment.         92       ii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I rate of pay after completing 150 calendar days of employment.         93       ii. Memployees will move to Job Rate II rate of pay after completing 36 months of employment at Job Rate I.         94       ii. All employees hired after January 1, 2024, and all employees on Steps 1 through 8 prior to January 1, 2024, shall not move <td>74 II.</td> <td>Salary Program</td>	74 II.	Salary Program	
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78       2018-2024 collective negotiations agreement was replaced by a Job Rate         79       salary program, consisting of three (3) job rates. (See Appendix G.) The         80       three job rates that will apply to all current employees as of January 1, 2024,         81       and employees hired into negotiations unit positions after January 1, 2024,         82       will be as follows:         83       a.         84       i.         79       salary for the first 180 calendar days of employment.         85       gate of pay for the first 180 calendar days of employment.         86       ii.         87       of pay for the first 150 calendar days of employment.         88       b.         89       i.         90       pay will move to Job Rate I after completing 180 calendar         91       days of employment.         92       ii.         93       will move to Job Rate I after completing 180 calendar         94       calendar days of employment.         95       c.         96       ii.         97       calendar days of employment.         98       ii.         99       calendar days of employment.         91       feendor days of employment.         92	76		
78       2018-2024 collective negotiations agreement was replaced by a Job Rate         79       salary program, consisting of three (3) job rates. (See Appendix G.) The         80       three job rates that will apply to all current employees as of January 1, 2024,         81       and employees hired into negotiations unit positions after January 1, 2024,         82       will be as follows:         83       a.         84       i.         79       salary for the first 180 calendar days of employment.         85       gate of pay for the first 180 calendar days of employment.         86       ii.         87       of pay for the first 150 calendar days of employment.         88       b.         89       i.         90       pay will move to Job Rate I after completing 180 calendar         91       days of employment.         92       ii.         93       will move to Job Rate I after completing 180 calendar         94       calendar days of employment.         95       c.         96       ii.         97       calendar days of employment.         98       ii.         99       calendar days of employment.         91       feendor days of employment.         92	77	1. Effective January 1, 2024, the range and step salary guide contained in the	
79       salary program, consisting of three (3) job rates. (See Appendix G.) The         80       three job rates that will apply to all current employees as of January 1, 2024,         81       and employees hired into negotiations unit positions after January 1, 2024,         82       will be as follows:         83       a. Introductory Rate         84       i. Twelve-month employees will be paid at the Introductory         85       gate of pay for the first 180 calendar days of employment.         86       ii. Ten-month employees will be paid at the Introductory Rate of pay for the first 150 calendar days of employment.         88       b. Job Rate I         89       i. Twelve-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         89       ii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         90       iii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.         91       calendar days of employment.         92       iii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 150 calendar days of employment.         92 <td colspa<="" td=""><td></td><td></td></td>	<td></td> <td></td>		
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<ul> <li>i. Twelve-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment.</li> <li>ii. Ten-month employees hired at the Introductory Rate of pay will move to Job Rate I rate of pay after completing 150 calendar days of employment.</li> <li>c. Job Rate II</li> <li>i. Employees will move to Job Rate II rate of pay after completing 36 months of employment at Job Rate I.</li> <li>ii. All employees hired after January 1, 2024, and all employees on Steps 1 through 8 prior to January 1, 2024, shall not move</li> </ul>	87	of pay for the first 150 calendar days of employment.	
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98ii.All employees hired after January 1, 2024, and all employees99on Steps 1 through 8 prior to January 1, 2024, shall not move			
99 on Steps 1 through 8 prior to January 1, 2024, shall not move			
100 beyond Job Rate II.		beyond Job Rate II.	
101		seyona oos nate m	
102 2. Upon promotion, an employee will be placed at the Job Rate I of the new		2. Upon promotion, an employee will be placed at the Job Rate I of the new	
103 range. In the event the employee's current salary is above the Job Rate I of			
104 the new range, they will be placed at Job Rate II of the new range. If the	104		
105 employee's current salary is above Job Rate II in the new range, then their	105	employee's current salary is above Job Rate II in the new range, then their	
106 salary will be calculated in accordance with Section H.	106	salary will be calculated in accordance with Section H.	
107 Fiscal Year 2018 2019 (July 1, 2018 June 30, 2019)	107	Fiscal Year 2018 2019 (July 1, 2018 June 30, 2019)	
108 1. Each eligible employee will receive a normal merit increment on the appropriate	108	1. Each eligible employee will receive a normal merit increment on the appropriate	
		anniversary date provided that the eligible employee is on the University's payroll	
110 in an AFSCME Local 888 negotiations unit position on the payment date of the			
111 increment.			
112 2. Effective October 1, 2018, employees who are eligible for the Senior Rate, shall			
		retroactively receive a 2.5% increase to their base salary provided that the eligible	
114 employee is on the University's payroll in an AFSCME Local 888 negotiations			

115	unit position on the day of ratification and continues to be on the payroll in an
116	AFSCME Local 888 negotiations unit position on the payment date of the Senior
117	Rate payment.
118	B. <u>Craft Trainee Program</u>
119	1. Effective January 1, 2024, for employees hired or progressing in the Craft
120	Trainee Program, the following will apply:
121	a. <u>Year 1 – Introductory Rate for the first 180 calendar days and the</u>
122	<u>remaining 6 months at Job Rate I Range 12 (for a total time of 12</u>
123	months).
124	b. <u>Year 2 – Job Rate I Range 14</u>
125	c. <u>Year 3 – Job Rate I Range 16</u>
126	d. <u>Year 4 – Job Rate I Range 17</u>
127	e. <u>Starting in Year 5, the employee will be at Job Rate I Range 18 for 3</u>
128	years of service before moving to Job Rate II.
129	Employees hired into the Craft Trainee Program with a current Job Rate
130	higher than the Year 1 Introductory Rate and/or Year 1 Job Rate I will
131	remain at their current rate for one (1) year. After completion of one year in
132	the program, the employee will move to Year 2 Job Rate I, then will proceed
133	to follow the job rate progression set forth above for the following years. If
134	upon progression through the Craft Trainee Program an employee's salary
135	exceeds the Job Rate I of the respective Year, the employee shall remain at
136	their current rate.
137	Fiscal Year 2019 2020 (July 1, 2019 June 30, 2020)
138	1. Each eligible employee will receive a normal merit increment on the appropriate
139	anniversary date provided that the eligible employee is on the University's payroll
140	in an AFSCME Local 888 negotiations unit position on the payment date of the
141	increment.
142	2. Effective October 1, 2019, employees who are eligible for the Senior Rate, shall
143	receive a 2.5% increase to their base salary provided that the eligible employee is
144	on the University's payroll in an AFSCME Local 888 negotiations unit position
145	on the payment date of the Senior Rate payment
146	
147	C. Fiscal Year <b><u>2024-2025 (July 1, 2024 – June 30, 2025)</u> <del>2020 – 2021 (July 1, 2020 –</del></b>
148	<del>June 30, 2021)</del>
149	1. Negotiations unit members shall receive an across the board salary increase
150	in the amount of 3.5%, effective July 1, 2024. To be eligible for this payment,
151	members of the negotiations unit must be on the University's payroll in a
152	negotiations unit position on June 30, 2024, and continue to be on the payroll
153	in a negotiations unit position on the payment date of the increase. The

154 155 156 157	<ul> <li><u>annual base salaries of record for all negotiations unit members will be</u> <u>adjusted accordingly. The new rate of pay will be effective July 1, 2024</u>.</li> <li>2. <u>Employees who have met the eligibility requirements will progress to Job</u> <u>Rate I or Job Rate II respectively</u>.</li> </ul>
158 159	There shall be no merit increment movement or payment during this Fiscal Year and there also shall be no increases to base salary during this Fiscal Year.
160 161	D. Fiscal Year <b>2025-2026 (July 1, 2025 – June 30, 2026)</b> <del>2021 – 2022 (July 1, 2021 – June 30, 2022)</del>
162	1. Negotiations unit members shall receive an across the board salary increase
163	in the amount of 3.5%, effective July 1, 2025. To be eligible for this payment,
164	members of the unit must be on the University's payroll in a negotiations
165	unit position on June 30, 2025, and continue to be on the payroll in a
166	negotiations unit position on the payment date of the increase. The annual
167	base salaries of record for all negotiations unit members will be adjusted
168	accordingly. The new rate of pay will be effective July 1, 2025.
169	2. Employees who have met the eligibility requirements will progress to Job
170	Rate I or Job Rate II respectively.
171	
172	1. Each eligible employee will receive a normal merit increment on the appropriate
173	anniversary date provided that the eligible employee is on the University's payroll
174	in an AFSCME Local 888 negotiations unit position on the payment date of the
175	increment.
176	2. Retroactive to July 1, 2021, employees who are eligible for the Senior Rate shall
177	receive a 2.75% increase to their base salary provided that the eligible employee
178	is on the University's payroll in an AFSCME Local 888 negotiations unit position
179	on the payment date of the Senior Rate payment.
180	3. Effective March 1, 2022, employees who are eligible for the Senior Rate shall
181	receive a 2.25% increase to their base salary provided that the eligible employee
182	is on the University's payroll in an AFSCME Local 888 negotiations unit position
183	on the payment date of the Senior Rate payment.
184	4. Employees at Step 8 prior to July 1, 2020 who also had anniversary dates in either
185	July or October 2020 will be credited with an additional year of service and will
186	be eligible to receive the Senior Rate increase described above in paragraph
187	<del>(D)(3).</del>
188	
189	E. Fiscal Year <b>2026-2027 (July 1, 2026 – June 30, 2027)</b> <del>2022 – 2023 (July 1, 2022 –</del>
190	<del>June 30, 2023)</del>
191	1. <u>Negotiations unit members shall receive an across the board salary increase</u>
192	in the amount of <u>3%</u> , effective July 1, <u>2026</u> . To be eligible for this payment,
193	members of the negotiations unit must be on the University's payroll in a
194	negotiations unit position on June 30, 2026, and continue to be on the payroll
195	in a negotiations unit position on the payment date of the increase. The

196	annual base salaries of record for all negotiations unit members will be
197	adjusted accordingly. The new rate of pay will be effective July 1, 2026.
198	2. Employees who have met the eligibility requirements will progress to Job
199	Rate I or Job Rate II respectively.
200	
201	1. Each eligible employee will receive a normal merit increment on the appropriate
202	anniversary date provided that the eligible employee is on the University's payroll
203	in an AFSCME Local 888 negotiations unit position on the payment date of the
204	increment.
205	2. Effective January 1, 2023, all employees shall receive a 2.0% increase to their
206	base salary provided that the eligible employee is on the University's payroll in an
207	AFSCME Local 888 negotiations unit position on the payment date.
208	
209	F. Fiscal Year <u>2027-2028 (July 1, 2027 – June 30, 2028)</u> <del>2023 – 2024 (July 1, 2023 –</del>
210	June 30, 2024)
211	
212	1. Negotiations unit members shall receive an across the board salary increase
213	in the amount of 3%, effective July 1, 2027. To be eligible for this payment,
214	members of the unit must be on the University's payroll in a negotiations
215	unit position on June 30, 2027, and continue to be on the payroll in a
216	negotiations unit position on the payment date of the increase. The annual
217	base salaries of record for all negotiations unit members will be adjusted
218	accordingly. The new rate of pay will be effective July 1, 2027.
219	2. Employees who have met the eligibility requirements will progress to Job
220	Rate I or Job Rate II respectively.
221	
222	1. Each eligible employee will receive a normal merit increment on the appropriate
223	anniversary date provided that the eligible employee is on the University's payroll
224	in an AFSCME Local 888 negotiations unit position on the payment date of the
225	increment.
226	2. Effective July 1, 2023, employees who are eligible for the Senior Rate shall
227	receive a 2.0% increase to their base salary provided that the eligible employee is
228	on the University's payroll in an AFSCME Local 888 negotiations unit position
229	on the payment date of the Senior Rate payment.
230	
231	G. Senior Rate
232	Effective September 1, 2014, through December 31, 2023, there shall be a new
233	category in the salary guide identified as the "Senior Rate". Following service of one
234	year at Step 9 of the Salary Guide contained in Appendix C an employee shall move
235	to the Senior Rate on the appropriate anniversary date. <u>Eligibility for movement to</u>
236	the Senior Rate ceased on December 31, 2023.
237	H. Above Job Senior Rate Promotions and Upgrades
237	11. <u>11.010 000</u> Senior Rule Frenotions and Opsiades

- In the event that an employee <u>whose current salary is above Job Rate II</u> at the Senior Rate receives a promotion or upgrade to a new salary range, said employee shall receive a <u>1.5-2.5</u>% increase to <u>their his/her</u> current base salary or shall be placed at the appropriate <u>Job Rate</u> step of the new salary range on the salary table, whichever is greater.
- 243 I. Salary Schedule
- 244Effective July 1, 2006, a ninth step will be added to the salary schedule in effect on245June 30, 2006.

246 247 248	DocuSigned by: Harry Agnostak CDAATA1D7D28451 Harry Agnostak	Signed by: Michael Messner C2D775BAB95F4DF
249	10/24/2024	10/24/2024
250	Date	Date Signed by:
251		
252		Ting Z. Wrober
253		Lego4E4934EF7493 Lerry Woodrow
254		10/24/2024
255		10/24/2024
256		Date

1 2 3	Key:	Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 10-23-24 counter proposal.
4 5	1	Article #15 – Hours of Work Work Week:
6 7		<ul> <li>a. The normal work week of all regular full time employees shall consist of five (5) consecutive days.</li> </ul>
8 9 10 11 12		b. Except as set forth in paragraph c below, to the extent possible Rutgers will use its best efforts to schedule employees to work Monday through Friday inclusive, with the understanding, however, that employees, whose five (5) consecutive work day schedules include Saturdays and Sundays, will be required to work as scheduled.
13 14		<ul> <li>The work week for the Division of Dining Services is Sunday through Saturday inclusive.</li> </ul>
15	2.	Rest Periods:
16 17 18 19 20		All full-time employees shall be entitled to a fifteen (15) minute rest period during the first half of their shift and an additional fifteen (15) minute rest period during the second half of their shift. Regular part-time employees who are scheduled to work twenty (20) hours or more per week shall be entitled to one fifteen (15) minute rest period during their shift. Rest periods shall be taken at the discretion of the employee's supervisor.
21 22 23		An employee who is assigned to work for four (4) hours or more beyond the end of the regularly scheduled shift is entitled to a fifteen (15) minute rest period during that period, at a time designated by the supervisor.
24	3.	Call-back Pay:
25 26 27 28		Any employee who is called back to work after completing <u>their his/her</u> regular shift and has left <u>their his/her</u> place of work shall be guaranteed a minimum of four (4) hours work or pay in lieu thereof. Such employee shall be required to work all hours, in addition to the four (4) minimum guaranteed, which are required by the supervisor.
29	4.	Overtime:
30 31 32 33 34		a. For the purpose of computing overtime, the standard work week shall be 12:01 a.m. Saturday to midnight Friday. Paid time off such as vacation, sick leave, holidays, administrative leave, bereavement leave, and jury duty is counted as hours worked in determining the number of hours an employee has worked in a given week.
35 36 37 38		b. (1) Overtime requested and authorized by the employee's supervisor shall be compensated for in cash at time and one half the employee's regular hourly rate for hours worked in excess of the prescribed work week.

39 40			(2) For those employees receiving shift differential, such differential shall be added to their regular hourly rate when computing their overtime rate.	
41		c.	Rutgers will make every reasonable effort to provide for an equitable distribution	
42			of overtime work among employees in a work unit in a seniority unit, after taking	
43			into consideration the nature of the work to be performed during overtime hours	
44			and the qualifications and abilities of the employees in the seniority unit. Any	
45			refusal of overtime work shall be recorded as overtime worked by the employee.	
46			If, because of refusals to work overtime, there are an insufficient number of	
47			employees available to perform the overtime work, Rutgers may assign the	
48			overtime work to the necessary number of employees in the work unit who have	
49			the qualifications and abilities to perform the work. For the term of this	
50			Agreement such assignment will rotate from the least senior employee in the work	
51			unit to the most senior employee in the work unit. A record of the monthly	
52			overtime in the work unit shall be posted on available bulletin boards.	
53		d.	Rutgers will examine the overtime records November 1st and March 1st of each	
54			year. Where there is an imbalance of the overtime distribution of more than forty	
55			(40) hours within a shift in a particular job classification in a seniority unit, on a	
56			campus (the "Facilities Maintenance - New Brunswick" seniority unit consists of	
57			Busch/Livingston Campus, College Avenue Campus, and Cook/Douglass	
58			Campus) Rutgers will assign scheduled overtime work (in accordance with (b)	
59			above) during the following two (2) months in such a way as to alleviate that	
60			imbalance as much as is practicable. This provision does not include the New	
61			Brunswick Athletic Department or Winants Hall on the College Avenue Campus.	
62 63		e.	Scheduled weekend overtime work, not of an emergency nature, will be offered at least forty-eight (48) hours in advance.	
64			Except for emergency situations, before mandatory overtime is assigned, other	
65			services such as voluntary overtime or call-back will be explored.	
66			In a situation where an employee is directed to remain at work beyond their	
67			his/her normal shift in a mandatory overtime occurrence, the employee may	
68			request to leave at the end of their his/her normal shift. Such a request may not be	
69			unreasonably denied.	
70	5.	Shift D	Differential:	
71		Effecti	ve July 1, 2018, a shift premium of seventy cents (\$0.70) per hour shall be paid to	
72		any ful	Il time employee who is regularly scheduled to start work on or after 9:00 p.m. and	
73		before	4:00 a.m.	
74				
75			ve July 1, 2018, a shift premium of sixty cents (\$0.60) per hour shall be paid to	
76		any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and		
77		before 9:00 p.m.		

78	
79	Effective July 1, 2019, a shift premium of seventy-five cents (\$0.75) per hour shall be
80	paid to any full time employee who is regularly scheduled to start work on or after 9:00
81	p.m. and before 4:00 a.m.
82	
83	Effective July 1, 2019, a shift premium of sixty-five cents (\$0.65) per hour shall be paid
84	to any full time employee who is regularly scheduled to start work on or after 3:00 p.m.
85	and before 9:00 p.m.
86	
87	Effective July 1, 2020, a shift premium of eighty cents (\$0.80) per hour shall be paid to
88	any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and
89	before 4:00 a.m.
90	
91	Effective July 1, 2020, a shift premium of seventy cents (\$0.70) per hour shall be paid to
92	any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and
93	before 9:00 p.m.
94	
95	Effective July 1, 2021, a shift premium of eighty-five cents (\$0.85) per hour shall be paid
96	to any full time employee who is regularly scheduled to start work on or after 9:00 p.m.
97	and before 4:00 a.m.
98	
99	Effective July 1, 2021, a shift premium of seventy-five cents (\$0.75) per hour shall be
100	paid to any full time employee who is regularly scheduled to start work on or after 3:00
101	p.m. and before 9:00 p.m.
102	
103	Effective 30 days after ratification, a shift premium of one dollar (\$1.00) per hour
104	shall be paid to any full time employee who is regularly scheduled to start work on
105	or after 9:00 p.m. and before 4:00 a.m.
106	
107	Effective 30 days after ratification, a shift premium of ninety cents (\$0.90) per hour
108	shall be paid to any full time employee who is regularly scheduled to start work on
109	or after 3:00 p.m. and before 9:00 p.m.
110	
111	Effective July 1, 2025, a shift premium of one dollar and five cents (\$1.05) per hour
112	shall be paid to any full time employee who is regularly scheduled to start work on
113	or after 9:00 p.m. and before 4:00 a.m.
114	
115	Effective July 1, 2025, a shift premium of ninety-five cents (\$0.95) per hour shall be
116	paid to any full time employee who is regularly scheduled to start work on or after
117	3:00 p.m. and before 9:00 p.m.
118	

119 120 121 122		Effective July 1, 2026, a shift premium of one dollar and ten cents (\$1.10) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 9:00 p.m. and before 4:00 a.m.
123 124 125 126		Effective July 1, 2026, a shift premium of one dollar (\$1.00) per hour shall be paid to any full time employee who is regularly scheduled to start work on or after 3:00 p.m. and before 9:00 p.m.
127 128		Full time employees regularly assigned to rotating shifts will be considered to be regularly scheduled for purposes of this provision.
129	6.	Changes to Work Shifts or Work Week:
130 131 132 133 134		Prior to effecting a change of one (1) hour or more in the regular starting time of work shifts or a change in work week, Rutgers will consider classification seniority and give a two-week notice to the affected employee or employees and will discuss such change and the need for same with representatives of the Union, unless circumstances, such as in emergency situations, make such notice and prior discussion impracticable.
135	7.	Shift or Schedule Preference:
136 137 138 139 140 141 142 143 144 145		When a vacancy occurs or a new job is created within a given job classification having more than one (1) shift or schedule, any employee in the same classification may elect, in accordance with seniority, to change <u>their his/her</u> shift or schedule to that shift or schedule on which the opening occurs, provided that the efficiency of the particular operation will not be impaired by such change and provided that no employee shall voluntarily exercise their his/her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift or schedule unless <u>they</u> he/she shall in writing have requested, <u>in writing</u> , a change in shift or schedule no earlier than six (6) months and no later than two (2) weeks before any such opening occurs. (Refer to Shift/Schedule Change Form in Appendix B).
146 147 148 149		When an employee who has an active Shift/Schedule Change Form on file and accepts a new change in shift or schedule in accordance with this provision, the employee shall be precluded from submitting a new Shift/Schedule Change Form for one (1) year from the effective date of the new shift or schedule.
150 151 152 153		When an employee who has an active Shift/Schedule Change Form on file and declines a requested change in shift or schedule in accordance with this provision, the employee shall be required to wait one (1) year from the date of refusal before submitting a new Shift/Schedule Change Form.
154	8.	Major Change in Schedule:
155 156 157		For employees working in a seniority unit on a seven (7) day work week schedule with fixed days off each week, where a major change in schedule affecting a majority of employees in the seniority unit requires employees to work more than five (5)

- consecutive days during the initial transitional week, overtime is to be paid for the
   employee(s) working six (6) and seven (7) consecutive days during such transitional
   week.
- 161 9. Work Day:
- For the sole purpose of determining administrative leave, personal holidays, holidays,
  vacation and sick leave as set forth in this Agreement, a work day for employees who work a
  forty (40) hour work week will be eight (8) consecutive hours.
- 165
- 166 Agree:

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- 169 Harry Agnostak
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Agree: Michael Messner 10 21 Date Terry Woodrow

Date

1 2 3	Key: Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 9/25/24 proposal.
4 5	Article 19 – Sick <u>Time and Sick</u> Leave
6	A. Sick leave time is defined as a necessary period of absence for an employee to recover
7 8	from their because of the employee's own illness or injury. for exposure of the employee to contagious disease.
9	B. Sick leave time may also be used for the employee's pre-planned medical (including
10	physical therapy) and dental appointments provided that the employee submits a request
11 12	as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Requests shall not be unreasonably denied. All requests shall be
13	consistent with medical confidentiality. Upon request, the employee shall provide
14	verification from the employee's medical or dental provider of the date and time of the
15	appointment. If a request is initially denied and the employee provides verification of the
16	medical necessity of the specific date and time of the appointment, the employee's request
17	to utilize sick time for that date shall not be denied.
18	C. The meaning of Sick time leave may also be used as sick leave extended to include a
19	charge to the employee's accrued sick leave time to provide medical care to a seriously ill
20	family member as defined in the special circumstances described below. <u>Any such sick leave</u>
21 22	used will be charged against the employee's accrued sick time balance. The number of days of accrued sick time that the employee may charge to accrued use as sick leave time
22	for the special circumstances described in sections 1 and 2, below, shall not exceed a total of
24	fifteen (15) days per fiscal year.
25	Special Circumstances:
26	1. Emergency Attendance.
27 28 29	Employee's emergency attendance on a member of the employee's immediate family (mother, father, spouse, child, step child, foster child, sister, brother, grandmother, grandfather) who is seriously ill.
30	2. Medically Certified Care.
31 32 33 34 35	Employee's attendance upon the employee's seriously ill spouse, parent, or child at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill spouse, parent, or child, to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix E. <u>In those instances, Uuse of sick leave time</u> will not be permitted where the employee has failed to provide the certified form.
36	Medically certified care does not cover such situations as illness not defined as seriously ill,

37 matters unrelated to medical needs, baby-sitting, running errands, and/or running a business for

the family member while <u>their he/she</u> is ill.

#### 39 D. New Jersey Earned Sick Leave Law

40 <u>Up to 40 hours of accrued sick time per fiscal year may be taken in accordance with the</u>
 41 provisions of the New Jersey Earned Sick Leave Law.

# For such absences, the employee's absence should be recorded as "NJ Earned Sick Leave," where appropriate.

#### 44 <u>E. Accrual</u>

- 45 Full-time employees earn fifteen (15) days of sick leave <u>time</u> in each fiscal year at the rate of 1-
- 46 1/4 days per month. During the first year of employment, employees will earn sick leave <u>time</u> at
- 47 the rate of one (1) day per month of service except that employees appointed on July 1 will earn
- 48 sick leave <u>time</u> at the rate of 1-1/4 days per month.
- 49 <u>**F.**</u> Unused sick <del>leave <u>time</u> is cumulative</del>.

## 50 G. Notice and Usage

- 51 Employees are expected to provide notice to their supervisor, or designee, by the method of
- 52 communication (telephone, text message or email) designated by the supervisor, prior to the start
- 53 time of their scheduled shift on the day sick <u>time or sick</u> leave is used. Employees must also
- 54 keep their supervisor adequately informed should the absence extend beyond one day.
- 55 Employees are expected to personally notify the supervisor or the person(s) designated by the
- department to receive such notification, unless they are physically unable to do so. An employee
- 57 who is physically unable to notify such person personally shall explain the circumstances upon
- 58 return to work.

<ol> <li>59</li> <li>60</li> <li>61</li> <li>62</li> <li>63</li> <li>64</li> <li>65</li> <li>66</li> <li>67</li> <li>68</li> </ol>	A monormal by: Harry lanostak CDAA7A1D7D2B451 Harry Agnostak 01/31/2025 Date	A creating Signed by: Michael Messner 02/03/2025 Signed by: Agustin Sanchez Agustin Sanchez
67 68		Agustin Sanchez
69 70		02/06/2025
71		Date
72		

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Key: Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 4/30/2024 counter proposal.

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#### Article #20 - Bereavement Leave

An employee who is absent from work due to death in the immediate family (mother, 5 father, spouse, domestic partner, partner in a civil union, step mother, step father, child, 6 step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, 7 great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-8 law, son-in- law, daughter-in-law, any relative of the employee residing in the 9 employee's household, child of a partner in a civil union, child of a domestic partner, 10 parent of a partner in a civil union, parent of a domestic partner, step sister or step 11 brother) may charge up to three (3) days for such absence to attend the funeral or for 12 mourning. Such time must be initiated within seven (7) calendar days from notice of the 13 date of death. If such notification exceeds the date of death by more than seven (7) days, 14 15 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 16 employee will attend, an exception to the above may be requested by the employee to 17 provide for up to five (5) days of absence to be charged to bereavement leave. All 18 bereavement leave must be utilized within 120 calendar days of the date of death but 19 requests for an extension to utilize bereavement leave due to a public health 20 emergency that delays funeral or memorial observance, or for religious, cultural or 21 travel reasons shall not be unreasonably denied. A department may require 22 verification. 23

If an employee requests to use available vacation time, administrative leave, or personal 24 holiday time, to extend the bereavement leave, it will not be unreasonably denied. 25

In the event of the death of an employee's brother-in-law or sister-in-law, the employee 26 may request to use one (1) day of available vacation time, administrative leave, or 27 personal holiday time. Such request will not be unreasonably denied. 28

29

30 Agree: 31

Harry Agnostak

Date

5-21-24 33

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Messner

Date Jemp L. Woodbow

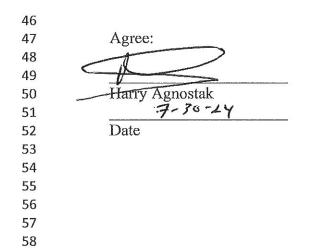
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1 2		egular text is language the parties agree upon. DId/underline and strikethrough is Rutgers' 4/30/24 cour	nter proposal.
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4 5		Article #27 – General Provisions (Sectional Section Se	on st full , Sa
6	3.	Rutgers will have available foul weather clothing for use by	farm workers, or other
7		employees, when needed. Rutgers will provide a raincoat to	each custodian and
8		groundsworker. The custodian and groundsworker will be re-	esponsible for the security,
9		maintenance, and care of the raincoat. Employees may requ	lest a replacement raincoat.
10		Replacement raincoats will be provided at the discretion of t	
11	A	gree:	Agree:
12	$\leq$		Michael (Missner
13	Ha	arry Agnostak	Michael Messner
14		5-21-24	5-21-24
15	Da	ate	Date

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1	Key:	Regular text is language the parties agree upon.
2		Bold/underline and strikethrough is Rutgers' 10/23/24 (515pm) proposal.
3		
4		Article #27 – General Provisions (Section 4)
5		
6	4.	At the close of the fiscal year, employees shall be refunded the deductions for meals
7		made for regular salaried Dining Services employees for those full days on which an
8		employee was absent from work on account of sickness, vacation, or other excused
9		absence under this Agreement. In order to compensate the Division of Dining Services
10		for said meals, Dining Services employees shall have the below deduction from their
11		wages as follows:
12		\$4.60 per day, effective upon ratification
13		\$5.25 per day, effective January 1, 2025
14		\$5.75 per day, effective July 1, 2026
15		
10		
16	Agree:	Agree:
17 18 19	Harry	Agnostak Michael Messner
20	10	-23-24 10/23/24
21	Date	Date
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23		want I book w
24		Terry Woodrow
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27		Date /
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1 2 3	Key:	Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 4/30/24 proposal.
4		Article #27 – General Provisions (Section 9)
5 6 7 8 9 10 11 12 13 14 15		9. Effective July 1, 2023, to the extent permitted by law, employees who pay the annual motor vehicle registration fee for the use of surface campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction from their bi-weekly pay in 26 equal payments. Employees hired during the Fiscal Year and employees who register a motor vehicle after the beginning of the Fiscal Year, shall pay a motor vehicle registration fee and are responsible only for the bi-weekly pay periods remaining in the Fiscal Year 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.
16 17 18 19 20 21 22		A. 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.
23 24 25		<b>B.</b> 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.
26 27 28		C. 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.
29 30 31 32 33 34 35 36 37 38 39		The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of 1% of the employee's annual salary for employees earning less than \$25,000. Thereafter, beginning January 1993, for salaries from \$25,000 to \$29,999 the rate shall be 11/100th of one percent (.0011). For salaries from \$30,000 to \$34,999, the rate shall be 12/100th of one percent (.0012). For salaries from \$35,000 to \$39,999 the rate shall be 14/100th of one percent (.0014). For salaries from \$40,000 to \$44,999 the rate shall be 16/100th of one percent (.0016). For salaries from \$45,000 to \$49,999 the rate shall be 18/100th of one percent (.0018). Thereafter, the rate shall increase 2/100th of one percent (.0002) for each additional \$10,000 of salary or portion thereof, the new rate to be applied to the entire salary.
40 41 42 43 44 45		The fee shall be based on the employee's annual salary at the time of billing. To the extent permitted by law, effective with the registration next following January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying said fee by way of a pretax payroll deduction.



Agree: lessner

Michael Messner 7/30/2 Date

Terry Woodrow 7/30/24 Date ans

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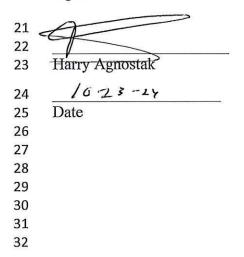
1 2 3	Key:	Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 9/25/	24 counter proposal.
4		Article #27 – General Provisions	s (Section 10)
5	10.		, in the second s
6	7.	Meal Allowance. Employees, other than Dining Ser	vices employees, who are required to
7	100 1	work for twelve (12) consecutive hours or more are	entitled to one meal allowance of
8	Ju	\$8.50 effective upon ratification.	
0	102		
9	~	Effective January 1, 2025, employees, other than	
10		are required to work for twelve (12) consecutive	hours or more are entitled to one
11		meal allowance of \$10.00 (ten dollars).	
12			
13	Agree:		Agree:
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15			for and measures
16	Harry	Agnostak	Michael Messner
17		10-23-24	10/23/24
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21			Terry Woodrow
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23			_10/25/a-
24			Date

9/25/24

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1	Key: Regular text is language the parties agree upon.
2	Bold/underline and strikethrough is Rutgers' 10/23/24 proposal.
3	
4 5	Article #27 – General Provisions (Section 11)
6	11. Clothing Allowance. A Clothing Allowance shall be paid as follows to each full- time
7	employee who is on the payroll as of the date of payment as follows:
8	\$120 effective July 1, 2018
9	\$120 effective July 1, 2019
10	\$120 effective July 1, 2020
11	\$120 effective July 1, 2021
12	\$120 effective July 1, 2022
13	\$120 effective July 1, 2023
14	<u>\$120 effective July 1, 2024</u>
15	<u>\$120 effective July 1, 2025</u>
16	<u>\$120 effective July 1, 2026</u>
17	<u>\$120 effective July 1, 2027</u>
18	Notwithstanding the above provision, the Clothing Allowance for Dining Services employees

- shall be \$100.00 per year.
- 20 Agree:



Agree: <u>Michael Messuer</u> Michael Messner

/0 Date

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Terry Woodrow 3

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Date

10/23/24

1 Key: Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 4/30/24 counter proposal. 2

#### Article #27 – General Provisions (Section 12)

12. For the term of the Agreement, if, in recruiting employees at range 11 and above, the University cannot hire the successful applicant unless a salary higher than the Introductory Rate step one of the appropriate salary range is offered, the University will immediately notify the Union that it intends to offer or has offered the applicant such a salary up to step 5 Job Rate II of the range and will provide the Union with information about the position at issue. If the Union wishes to negotiate particular future salary adjustments for that individual, the Union shall request such negotiations.

12 Agree: 13

Harry Agnostak 14

Date

5-21-24 15

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Michael Messner

5-21-2

Date

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1	Key: Regular text is language th	e parties agree upon.
2	Bold/underline and strike	through is Rutgers' 4/30/24 counter proposal.
3		
4	Article #	27 – General Provisions <i>(Section 16)</i>
5	16. The Union shall be perm	nitted to meet with new employees in AFSCME Local 888 covered
6	The second	) minutes immediately following the completion of regularly
7	scheduled new employe	e orientations conducted by University Human Resources. Such new
8		unless otherwise excused, back to their employing units following
9	said meeting with the Un	nion.
10	Agree:	Agree:
11		Michael (Messner
12	Harry Agnostak	Michael Messner
13	5-11-29	5-21-24
14	Date	Date

Jung L. Wood now

1 2 3	Key:	Regular text is language the parties agree upon. <b>Bold/underline</b> and strikethrough is Rutgers' 10/23/24 pt	roposal.
4 5		Article 33 – Term	
5 6 7	This <i>A</i> 202 <u>8</u>	Agreement shall be effective from July 1, 202 <u>4</u> 8 until <u>3</u> 4.	12 midnight on June 30,
8			
9	Agree	e: Agre	
10 < 11 12	Haury	y Agnostak Mich	ael Messner
13 14	10.00	<u>16-23-27</u> Date	123/24
15 16 17		Тепуу	Woodrow
18 19 20 21		 Date/	1/23/24

Appendix & Jull,

#### Proposal to AFSCME Local 1761 and AFSCME Local 888

1/30/24

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December 21, 2023

Rutgers University proposes the following changes to the current salary provisions of the negotiated agreements between the university and AFSCME Local 1761 and AFSCME Local 888:

- Effective January 1, 2024, the current range and step salary guide in the existing
  collective negotiations agreements (Article 10(II) and Appendix C of the Local 888
  Agreement and Article 20 (II) and Appendix D of the Local 1761 Agreement) between
  the University and AFSCME Locals 1761 and 888 will be replaced by a Job Rate salary
  program, consisting of three (3) job rates as described below. There shall be no step
  movement under the current range and step salary system on January 1, 2024, for those
  negotiations units' employees in Steps 1 through 8 of their respective salary range.
- 2. The Job Rate salary program will apply to employees hired after January 1, 2024.
- 3. The three job rates that will apply to all current employees as of January 1, 2024, and those hired into negotiations unit positions after January 1, 2024, will be as follows:
  - a. An Introductory Rate of pay for the first 180 days (6 months) of employment (equivalent to the current (as of the date of the execution of this Agreement) step 1 of the appropriate range as set forth in the 2018 to 2024 AFSCME 1761 and 888 agreements respectively).
  - b. After 180 days (6 months) of employment, employees will move to Job Rate I rate of pay (movement to a salary which is the equivalent of a step 5 of the appropriate range set forth in the 2018 to 2024 AFSCME 1761 and 888 agreements respectively).
  - c. After 36 months (3 years) at Job Rate I, employees will move to Job Rate II rate of pay (movement to a salary which is the equivalent of a the current (as of the date of execution of this Agreement) step 9 of the appropriate range set forth in the 2018 to 2024 AFSCME 1761 and 888 agreements respectively).
  - d. Notwithstanding the above, employees in ten (10) month positions will be at the Introductory Rate of pay for the first 150 days (5 months) of employment.

- 4. Employees hired before January 1, 2024, will be placed in the appropriate job rate as follows:
  - a. Effective January 1, 2024, all employees currently in an AFSCME position in Steps 1-4 of the existing range and step salary guide will move to Job Rate I (equivalent to Step 5 of their respective range). As a result of this movement, and as soon as operationally feasible, employees will receive pay retroactive to January 1, 2024 to account for movement to the new job rate as on January 1, 2024 However, employees hired before January 1, 2024, and who have not completed 180 days of service will not be eligible to move to Step 5 (Job Rate I) of their respective range until such time that they have completed 180 days of service.
  - b. Notwithstanding the above, employees in ten (10) month positions hired before January 1, 2024, and who have not completed 150 days of service will not be eligible to move to Step 5 (Job Rate I) of their respective range until such time that they have completed 150 days of service.
  - c. Those employees whose salaries are currently below the projected New Jersey state minimum wage requirement will be compensated at \$15.13 per hour until such time that they are eligible to move to the Job Rate I rate of pay.
  - d. Effective January 1, 2024, all employees currently in an AFSCME position in Steps 5-8 of the existing range and step salary guide will move to Job Rate II (equivalent to Step 9 of their respective range). As a result of this movement, and as soon as operationally feasible, employees will receive pay retroactive to January 1,2024 to account for movement to the new job rate as on January 1, 2024.
  - e. Effective January 1, 2024, all employees currently in an AFSCME position at Step 9 and at the Senior Step of the existing range and step salary guide will receive a 3.75% increase to their base salaries. As a result of this movement, and as soon as operationally feasible, employees will receive pay retroactive to January 1, 2024, to account for movement to the new job rate as on January 1, 2024.

- f. After thirty-six months (3 years) at Job Rate I (Step 5), all employees in paragraph 4(a) above will move to Job Rate II (Step 9), as set forth in the existing range and step salary guide, of their respective range.
- 5. All employees hired after January 1, 2024, and all current AFSCME employees on Steps 1through 8 prior to January 1, 2024, shall not move beyond Job Rate II.
- 6. For Local 888 represented employees in the Craft Trainee Program, the following will apply:
  - Year 1- Introductory Rate 180 dates (6 months) and the remaining 6 months Job Rate I Range 12 for a total time of 12 months.
  - ii. Year 2- Job Rate I Range 14
  - iii. Year 3- Job Rate I Range 16
  - iv. Year 4 Job Rate I Range 17
  - v. Starting in Year 5, the employee will be at Job Rate I Range 18 for 3 years of service before moving to Job Rate II

Employees hired into the program with a current Job Rate higher than the Year 1 Introductory Rate and/or Year 1 Job Rate I, will remain at their current rate for one (1) Year. After completion of one year in the program, the employee would then move to Year 2 Job Rate I, then would proceed to follow the proposed job rate progression set forth above for the following years.

- All employees will receive future wage increases in the form of a negotiated across the board increase. Employees will also receive their movement on the job rate salary program.
- 8. Article 27 (12) of the Collective Negotiations Agreement between Local 888 and Rutgers University will be replaced and amended to state as follows: "For this term of Agreement, if, in recruiting employees the University cannot hire the successful applicant unless a salary higher than Introductory rate of the appropriate range is offered, the University will immediately notify the Union that it intends to offer or has offered the applicant such a salary up to Job Rate II of the range and will provide the Union with information about the position at issue. If the Union wishes to discuss the

offering made by the University a meeting will be scheduled."

- 9. The university will comply with the new New Jersey minimum wage rates on January 1, 2024, regardless of whether an agreement is reached regarding a Job Rate system before January 1 or after.
- \$0. An agreement regarding the Job Rate System will not change the expiration date of the Agreements between the University and AFCME Locals 1761 and 888, which is June 30, 2024, and the parties may engage in negotiations for successor agreements to be effective at a date on or after July 1, 2024.

For AFSCME Local 1761

For Rutgers University Antonio Calcado

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For AFSCME Local 888 10112-22-23 1. Woonkow 12-22-23

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#### RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY THE OFFICE OF THE EXECUTIVE VICE PRESIDENT FOR ADMINISTRATIVE AFFAIRS COMPENSATION SCHEDULE - ANNUAL SALARIES EFFECTIVE JANUARY 1, 2023

SALAR	Y TABLE:	AFSCME LO	CAL 888						FISCAL DAY	'S: 261
RANGE		01		03	04	05	06	07	08	09
									0500740	
6	ANNL	27226.36	28350.27	29476.36	30605.73	31725.27	32853.55	33986.21	35227.10	36349.91
	BIWK	1043.16	1086.22	1129.36	1172.63	1215.53	1258,76	1302.15	1349.70	1392.72
	40HR	13.04	13.58	14.12	14,66	15.19	15.73	16.28	16.87	17.41
7	ANNL	28376.50	29555.08	30740.21	31925.35	33101.73	34285.77	35465.44	36778.49	37960.34
	BIWK	1087.22	1132.38	1177,79	1223.19	1268.27	1313.63	1358.83	1409.14	1454,42
	40HR	13,59	14.15	14.72	15.29	15.85	16.42	16.99	17.61	18,18
. 8	ANNL	29583,50	30818.92	32065.28	33309.46	34553.62	35796.71	37045.25	38407.50	39658.22
	BIWK	1133.47	1180,80	1228,55	1276,22	1323,89	1371.52	1419.36	1471.55	1519,47
	40HR	14,17	14.76	15,36	15.95	16.55	17.14	17.74	18.39	18.99
9	ANNL	30850.63	32145.10	33454.87	34762.45	36063.47	37364.49	38673,17	40101.01	41403.13
	BIWK	1182.02	1231.61	1281.80	1331.89	1381.74	1431.59	1481.73	1536.44	1586.33
	40HR	14.78	15.40	16.02	16.65	17.27	17.89	18.52	19.21	19.83
	40110	14.70	10.40	10.02	10.05	11.27	17.05	10.52	13.11	15.65
10	ANNL	32177.90	33547.79	34912.22	36277.76	37646.56	39010.99	40367.78	41884.18	43254.08
	BIWK	1232.87	1285.36	1337.63	1389.95	1442.40	1494.67	1546.66	1604.76	1657.24
	40HR	15.41	16.07	16.72	17.37	18.03	18.68	19.33	20.06	20.72
11 -	ANNL	33568.57	35010.62	36436.29	37871.78	39309.46	40744.96	42174.99	43751.52	44472.01
	BIWK	1286.15	1341.40	1396.03	1451.03	1506.11	1561.11	1615.90	1676.30	1703.91
	40HR	16.08	16.77	17.45	18.14	18,83	19.51	20.20	20.95	21.30
12	ANNL	35031.40	36536.87	38045.61	39553.27	41051.08	42557.64	44059,84	45713.99	47219.46
	BIWK	1342,20	1399,88	1457,69	1515.45	1572.84	1630.56	1688.12	1751.49	1809.17
	40HR	16.78	17,50	18.22	18.94	19.66	20.38	21.10	21.89	22.61
47		26660.63	20140.20	20120.20	44747 05	43004.30	44470 20	40000 85	זל מחפרא	<b>CA CREON</b>
13	ANNL	36568.57	38148.39		41317.85	42894.39	44476.39	46063.85	47808.75	49387.47
	BIWK	1401.09	1461.62	1522.24	1583.06	1643.46	1704.08	1764.90	1831.75	1892.24
	40HR	17.51	18.27	19.03	19.79	20.54	21.30	22.06	22.90	23.65
14	ANNL	38182.27	39843.00	41503.71	43163,33	44826.24	46486.96	48156.41	49973.47	51762.11
	BIWK	1462.92	1526.55	1590.18	1653.77	1717.48	1781.11	1845.07	1914.69	1983.22
	40HR	18.29	19.08	19.88	20.67	21,47	22.26	23.06	23.93	24.79
15	ANNL	39894.38	41611.95	43353.57	45107.22	46847.74	48593.74	50338.64	52249.71	53993.53
	BIWK	1528.52	1594.33	1661.06	1728.25	1794.93	1861.83	1928.68	2001,90	2068.72
	40HR	19.11	19,93	20.76	21.60	22.44	23.27	,24.11	25.02	25.86
16	ANNL	41653.50	43496.79	45330,25	47158.24	49001.53	50831.71	52664.08	54680.12	56516.85
	BIWK	1595.92	1666.54	1736.79	1806.83	1877.45	1947.58	2017.78	2095.02	2165.40
	40HR	19.95	20.83	21.71	22.59	23.47	24.34	25.22	26.19	27,07
17	ANNL	43526.31	45454,88	47376.90	49305.47	51232.96	53161.53	55085,73	57212.19	59136.40
27	BIWK	1667.67	1741.57	1815.21	1889.10	1962.95	2036,84	2110.56	2192.04	2265.76
	40HR	20.85	21,77	22.69	23.61	24.54	25.46	26.38	27,40	28.32
										64.054.05
18	ANNL	45489.87	47515.75	49524.13	51550.01	53569.33	55591.93	57611.24	59825.17	61851.05
	BIWK	1742.91	1820.53	1897.48	1975.10	2052.46	2129,96	2207.33	2292.15	2369.77
	40HR	21.79	22.76	23.72	24.69	25.66	26.62	27.59	28.65	29.62
19	ANNL	47551,83	49669.54	51779.61	53907.15	56021.59	58146.96	60258.11	62577.00	64695.81
	BIWK	1821,91	1903.05	1983.89	2065.41	2146.42	2227.85	2308.74	2397.59	2478.77
	40HR	22.77	23.79	24.80	25.82	26.83	27.85	28.86	29.97	30.98
20	ANNL	49719.83	51939.23	54144.41	56382.38	58599.58	60828.81	63040.55	65456.74	67680.50
20	BIWK	1904.97	1990.01	2074.50	2160.24	2245.19	2330.61	2415.35	2507.92	2593.12
	40HR	23.81	24.88	25.93	27.00	28.05	29,13	30.19	31.35	32.41
	10110	10.01	21.00	-2/20		20.00	20,20			



#### Rutgers, The State University of New Jersey

## Office of the Senior Vice President for Human Resources and Organizational Effectiveness

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RANGE				
		Introductory Rate	Job Rate I	Job Rate II
06	ANNL	31,470.40	31,725.27	36,349.91
	BIWK	1,210.40	1,220.20	1,398.07
	40HR	15.13	15.25	17.48
07	ANNL	31,470.40	33,101.73	37,960.34
	BIWK	1,210.40	1,273.14	1,460.01
	40HR	15.13	15.91	18.25
08	ANNL	31,470.40	34,553.62	39,658.22
	BIWK	1,210.40	1,328.99	1,525.32
	40HR	15.13	16.61	19.07
09	ANNL	31,470.40	36,063.47	41,403.13
	BIWK	1,210.40	1,387.06	1,592.43
	40HR	15.13	17.34	19.91
10	ANNL	32,177.90	37,646.56	43,254.08
	BIWK	1,237.61	1,447.94	1,663.62
	40HR	15.47	18.10	20.80
11	ANNL	33,568.57	39,309.46	44,472.01
	BIWK	1,291.10	1,511.90	1,710.46
	40HR	16.14	18.90	21.38

## Salary Table: 140 – AFSCME Local 888 Effective Date: JANUARY 1, 2024

RANGE					
		Introductory Rate	Job Rate I	Job Rate I	
12	ANNL	35,031.40	41,051.08	47,219.46	
	BIWK	1,347.36	1,578.89	1,816.13	
	40HR	16.84	19.74	22.70	
13	ANNL	36,568.57	42,894.39	49,387.47	
	BIWK	1,406.48	1,649.78	1,899.52	
	40HR	17.58	20.62	23.74	
14	ANNL	38,182.27	44,826.24	51,762.11	
	BIWK	1,468.55	1,724.09	1,990.85	
	40HR	18.36	21.55	24.89	
15	ANNL	39,894.38	46,847.74	53,993.53	
	BIWK	1,534.40	1,801.84	2,076.67	
	40HR	19.18	22.52	25.96	
16	ANNL	41,653.50	49,001.53	56,516.85	
	BIWK	1,602.06	1,884.67	2,173.73	
	40HR	20.03	23.56	27.17	
17	ANNL	43,526.31	51,232.96	59,136.40	
	BIWK	1,674.09	1,970.50	2,274.48	
	40HR	20.93	24.63	28.43	
18	ANNL	45,489.87	53,569.33	61,851.05	
	BIWK	1,749.61	2,060.36	2,378.89	
	40HR	21.87	25.75	29.74	
19	ANNL	47,551.83	56,021.59	64,695.81	
	BIWK	1,828.92	2,154.68	2,488.30	
	40HR	22.86	26.93	31.10	
20	ANNL	49,719.83	58,599.58	67,680.50	
	BIWK	1,912.30	2,253.83	2,603.10	
	40HR	23.90	28.17	32.54	

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July 10, 2024

Michael Messner, President

**AFSCME Local 888** 

Re: Letter Agreement Regarding Seniority Units and Position Titles

Dear Mike,

During our most recent negotiations for a successor labor agreement, AFSCME Local 888 raised questions about whether certain employees that the Union represents are correctly placed in appropriate seniority units and job titles. In order to address those concerns, the University proposes the following:

- The University and Local 888 (the "Parties") will meet and discuss any employees the Union or University believes are not currently placed in the correct seniority unit and/or title. This would include those employees the Union or University believes should be placed into the two new seniority units (agreed to by the Parties in the current negotiations). Local 888 will provide a list to the University in advance of the meeting of those employees it has identified and believes are either in the wrong seniority unit or in the wrong job title.
- 2. The Parties agree that if any employees have their job titles updated as a result of this exercise (e.g., Custodian to Custodian-Housing) their classification seniority in the new title will reflect their current title classification seniority.
- 3. The Parties further agree that any changes in title, seniority unit, or classification seniority would be prospectively applied for all purposes, such as, but not limited to, bidding for positions.
- 4. The Parties further agree that any new bargaining unit titles that may be established as a result of this agreement would be done in accordance with Article 25 of the collective negotiations agreement.

If you are in agreement with this proposal, please add your signature below.

Thank you. Harry M. Agnostak

Associate Vice President for Labor Relations

Rutgers University Office of University Labor Relations

Michael Messner

September 25, 2024

Michael Messner President, AFSCME Local 888

Re: Letter Agreement to Continue Discussions regarding Leaves of Absence Articles

Dear Mike,

The parties agree to meet within 45 days of ratification of this Agreement in order to negotiate/discuss Leave of Absence articles: Article 11 – Leave of Absence, Article 12 – Pregnancy/Childbirth/Adoption/Child Care Leave, and Article 31 – Federal Family and Medical Leave, New Jersey Family Leave, New Jersey SAFE Act Leave.

Please indicate your agreement below.

Thank you,

Harry M. Agnostak

Associate Vice President for Labor Relations Rutgers University Office of University Labor Relations

soner 9/25/24 Michael Messner

President, AFSCME Local 888