MEMORANDUM OF AGREEMENT

Agreement made this 17th day of October, 2024, the American Federation of State, County and Municipal Employees, AFL-CIO, Local 1761 ("Union" or "Local 1761") and Rutgers, The State University of New Jersey ("Rutgers") (collectively referred to as "Parties");

WHEREAS, Local 1761 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 1761 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for Local 1761 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 Union Representatives (University proposal 10/17/24) (see attached).
- 2. The Parties have a tentative agreement on Article 9 Seniority and Layoff (University proposal 7/29/24).
- 3. The Union agrees to the University's proposal on Article 13 Sick Leave (University proposal 7/29/24) (see attached).
- 4. The Parties have a tentative agreement on Article 14 Bereavement Leave (University proposal 6/24/24).

- 5. The Parties have a tentative agreement on Article 16 Military Leave (University proposal 7/29/24).
- 6. The Union agrees to the University's counter proposal on Article 20 Salary (University's counter proposal 10/17/24 3:00PM) (see attached).
- 7. The Parties have a tentative agreement on Article 22 Anniversary Dates (University proposal 7/29/24).
- 8. The Parties have a tentative agreement on Article 23 Promotion Compensation (University proposal 6/24/24) (see attached).
- 9. The Parties have a tentative agreement on Article 25 Overtime (University proposal 9/18/24).
- 10. The Union agrees to the University's counter proposal on Article 29 Shift Preference (University proposal 10/17/24, 3:00pm) (see attached).
- 11. The Parties have a tentative agreement on Article 32 Job Posting Procedure (University proposal 6/24/24).
- 12. The Parties have a tentative agreement on Article 42 General Provisions (Paragraph 4) made on 6/24/24).
- 13. The Union agrees to the University's counter proposal on Article 42 General Provisions (Paragraph 7) made on 10/17/24) (see attached).
- 14. The Parties have a tentative agreement on Article 42 General Provisions (Paragraph 10) made on 6/24/24).
- 15. The Union agrees to the University's counter proposal on Article 42 General Provisions (Paragraph 13) made on 10/17/24, 3:00pm) (see attached).
- 16. The Parties have a tentative agreement on Article 42 General Provisions (Paragraph 16) made on 6/24/24).
- 17. The Parties have a tentative agreement on Article 51 Workplace Democracy Enhancement Act made on 10/17/24.
- 18. The Union agrees to the University's proposal on a new Article [XX] Flexible Work Arrangements made on 10/17/24, 3:00pm) (see attached).
- 19. The Parties have a tentative agreement on Article 52 Term (University proposal 7/29/24).

- 20. The Parties have a tentative agreement on new Appendix G (Job Rate MOA and Salary Tables) (University proposal 6/24/24).
- 21. The Parties have a tentative agreement on Side Letter of Agreement-Leaves of absence Articles.
- 22. The Parties have a tentative agreement on Side Letter of Agreement-Letter Agreement to Continue Discussions regarding ELRA Uniforms.

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 1761 negotiations unit employed by Rutgers.

FOR AFSCME Local 1761

MAUREEN CAMPER

PRESIDENT, AFSCME Local 1761

AKTSHIA HAMM

TERRY WOODROW

FOR RUTGERS UNIVERSITY

HARRY M. AGNOSTAK, J.D.

A.V.P., LABOR RELATIONS

JEFFREY MASCHI

DIRECTOR, LABOR RELATIONS

JULIE CARTEGNA-JONES

SR. LABOR RELATIONS SPECIALIST

CHRISTOPHER ZIGRE

LABOR RELATIONS SPECIALIST

Signed by:

Varid d. Colun

DAABID A43 COHEN

VICE PRESIDENT FOR UNIVERSITY
LABOR RELATIONS AND SPECIAL
COUNSEL FOR LABOR AFFAIRS

SPECIAL COUNSEL TO THE PRESIDENT

Sargueti Donn Aprila Br Smily Song Permelia Joney Bons Afreda Richardon

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1 Key: Regular text is language the parties agree upon.

Bold/underline and strikethrough is Rutgers' 10/17/24 counter proposal.

Article 4 – Union Representatives

- 4 1. Authorized representatives of the Union, who are not employees of Rutgers, shall be admitted
- 5 to the premises of Rutgers. At the time of entering the premises of Rutgers, the Union
- 6 representatives shall make their presence and destination known to the Office of University
- 7 Labor Relations or the Division Head, or his/her representative responsible for the area to be
- 8 visited.

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- 9 2. Stewards (not to exceed 41 in number throughout the University) shall be designated in
- specific, geographic areas. Names of the employees selected to act as Stewards and their areas of
- 11 responsibility and the names of other union representatives who represent employees shall be
- certified in writing to Rutgers by the local Union.
- 3. Stewards shall be granted a reasonable amount of time during their regular working hours,
- without loss of pay, to interview an employee who has a grievance and to discuss the grievance
- with the employee's immediate supervisor. The Union President or his/her designee shall be
- granted a reasonable amount of time during his/her regular working hours, without loss of pay, to
- present, discuss and adjust grievances with Rutgers, provided such person is an employee of
- Rutgers. When a designee is assigned to act in a particular grievance, the Union will give
- 19 Rutgers prior notice. Neither a steward, nor a Union officer nor a designee shall leave his/her
- work without first obtaining permission of his/her immediate supervisor, which permission shall
- 21 not be unreasonably withheld.
- 4. The Union may have ten (10) members, who are in the bargaining unit covered by this
- 23 Agreement, on the contract negotiating committee and six (6) members on the economic
- 24 reopener. Rutgers agrees that these members shall not lose pay for time spent during their regular
- 25 working hours while serving in such capacity.
- 5. Rutgers agrees to permit authorized representatives of the Union employed by Rutgers to take
- 27 time off without loss of pay for the purpose of attending Union conventions, conferences and
- educational classes, provided that the total amount of such time off without loss of pay during
- 29 the period of this Agreement shall not exceed one two hundred ninety (190200) days. Permission
- 30 for such time off must be obtained from Rutgers. Such permission shall not be unreasonably
- withheld. Names of persons attending such activities and time to be charged shall be certified in
- writing to the Office of University Labor Relations.
- 33 6. The Union shall be permitted to meet with new employees in AFSCME Local 1761 covered
- 34 positions for fifteen (15) minutes immediately following the completion of regularly scheduled
- 35 new employee orientations conducted by University Human Resources. Such new employees
- 36 must report, unless otherwise excused, back to their employing units following said meeting with
- 37 the Union.

Key: Regular text is language the parties agree upon. 1 Bold/underline and strikethrough is Rutgers' 7/29/24 counter proposal. 2 3 Article 9 - Seniority and Layoff 4 1. All employees shall be considered as probationary employees for the first ninety (90) one 5 hundred and twenty (120) calendar days of their employment. The probationary period 6 may not be extended. without concurrence of the Union. 7 8 Probationary employees may be disciplined or terminated at any time for any reason 9 whatsoever at the sole discretion of Rutgers and they shall not be entitled to utilize the 10 provisions of Article 8 - Grievance Procedure. Upon completion of such probationary 11 period, their seniority will be dated as of the date of commencement of their employment. 12 In the event that two (2) employees have the same seniority date, their respective 13 seniority shall be determined by alphabetical order of their last names. 14 2. Seniority for full time and part time type 1 employees for the purpose of this article shall 15 be based upon an employee's continuous length of service in the bargaining unit, except 16 that employees employed on grant funds shall be credited with their seniority after 17 thirteen (13) months of continuous service in the bargaining unit. Part time employees' 18 seniority shall be maintained on separate seniority lists for Camden, Newark and New 19 Brunswick. 20 3. The Office of University Labor Relations shall maintain seniority lists of employees by 21 seniority units, copies of which shall be furnished to the Union. 22 Seniority units are as defined as follows: 23 a. Camden 24 b. Newark 25 c. New Brunswick 26 4. An employee's seniority shall cease and their his/her employee status shall terminate for 27 any of the following reasons 28 Resignation or retirement 29 b. Discharge for cause 30 Continuous layoff for a period exceeding six (6) months for employees with less than 31 two (2) years continuous service; continuous layoff for a period exceeding one (1) 32 year and one (1) day for employees with two (2) years or more continuous service. 33 d. Failure of laid off employee to report for work either (i) on date specified in written 34 notice of recall mailed seven (7) or more calendar days prior to such date, or (ii) 35 within three (3) working days after date specified in written notice of recall mailed 36 less than seven (7) calendar days prior to such date, unless return to work as herein 37 provided is excused by Rutgers. Written notice of recall to work shall be sent by 38 Rutgers by certified mail, return receipt requested, to the employee's last known 39

- address as shown on Rutgers' personnel records.
 - e. Failure to report for work for a period of three (3) consecutive scheduled working days without notification to Rutgers of a justifiable excuse for such absence.
 - f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused by Rutgers, and such excuse shall not unreasonably be withheld by Rutgers.
 - 5. When Rutgers decides to reduce the number of employees in any particular job title on a campus (New Brunswick, Newark, Camden), the employee(s) so affected may displace the least senior employee in their his/her job title who is also less senior than the affected employee, on any campus, provided the affected employee he/she has the requisite qualifications and abilities to perform the work available; if the affected employee does not have the requisite qualifications and abilities to perform the work available, the provisions of paragraph (6) shall apply.

Special Conditions

If the job title identified pursuant to the above paragraph has Special Condition(s) that the affected employee cannot perform, the affected employee may then displace the next least senior employee in such job title in the seniority unit, who is less senior in the job title than the affected employee, provided the affected employee has the requisite qualifications and abilities to perform the work available. This process in respect of Special Conditions shall continue until a bump within the affected employee's job title in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available, has been identified, or all eligible positions pursuant to this provision have been exhausted. If after this process no such bump has been identified, the provisions of paragraph (6) below shall apply.

6. If the affected employee does not have the requisite qualifications and abilities to perform the work available in order to displace the less senior identified employee(s) in the affected employee's job title, the affected employee may displace the least senior employee, on any campus, who is also less senior than the affected employee, in the next lower rated classification in his/her expanded job family (Appendix B) in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available.

Special Conditions

If the job title identified pursuant to paragraph (6) has Special Condition(s) that the affected employee cannot perform, the affected employee may then displace the next least senior employee in such job title in the seniority unit, who is less senior in the job title than the affected employee, provided the affected employee has the requisite qualifications and abilities to perform the work available. This process in respect of Special Conditions shall continue until a bump within the affected employee's job title-in the seniority unit, for which the affected employee has the requisite qualifications and abilities to perform the work available, has been identified or all eligible positions pursuant to this provision have been exhausted.

- 7. Any employee(s) so displaced may in turn displace the least senior employee, who is also less senior than the affected employee, on any campus, in the next lower rated classification in their his/her expanded job family in the seniority unit for which they have he/she has the requisite qualifications and ability to perform the work available.
 - 8. Employees hired on a 10 month basis shall not be entitled to utilize the provisions above during the off season of July and August. Such employees may apply to the Division of Personnel for casual work during this period without jeopardizing the status of their regular appointment.
 - 9. Employees laid off during a layoff which persists for thirty (30) calendar days or less shall not be entitled to displace any other employee during this layoff period. Such temporary layoff is not subject to the notification provisions of Article 30. This paragraph 9 which is intended for extraordinary circumstances shall not be utilized to circumvent the other seniority and layoff provisions of this Article.
 - 10. Any employee exercising their his/her right to displace another employee with less seniority in any lower rated job title shall be paid at the rate of such job in accordance with regulations governing an employee being assigned to a lower rated title, but not more than the maximum of such job.
 - 11. Employees laid off from Rutgers shall be recalled to work in their seniority unit from layoff in order of their seniority to a position in the same job title as the one vacated at time of layoff provided that they have the requisite qualifications and ability to perform the work available. Such employees may apply to the Division of Personnel for casual work without jeopardizing their rights of recall.
 - 12. For purposes of layoff and recall, the President, three Vice Presidents, the Secretary/Treasurer, Recording Secretary, Corresponding Secretary and all recognized stewards, or an alternate steward temporarily filling the role of the steward during the absence of the steward, shall be granted top seniority in their seniority units during their terms of office, provided that they have the requisite qualifications and ability to perform the work available at the time of layoff or recall. The Union will provide the University with a list of names and geographic areas of responsibility of these persons holding the positions described as being granted top seniority and will keep the list current.
 - 13. An employee who is promoted or permanently transferred to a job or position not covered by this Agreement shall retain and accumulate seniority in the seniority unit from which he/she they were was promoted or transferred only for a period of one (1) year from the time of their his/her promotion or transfer, during which period of time the employee may be returned to work in a position comparable to the one which they he/she held at the time of their his/her promotion or transfer.
 - 14. In determining requisite qualifications and abilities to perform the work available, Rutgers will give the same consideration to employees exercising their seniority rights as they would to new employees in qualifying for the specific position.
 - 15. If a department lays off an employee but continues to employ a casual employee (Type 4) to perform the same or similar functions as the laid off employee, the department will

122 123 124 125	offer that employee that work as a Type 4, a the employee has the qualifications and abil at the rate the casual employee was being pa casual employee will remain on the recall li	
126 127	16. When there is more than one vacancy in the vacancies in that title in the seniority unit was	job title of an affected employee, all of the ill be considered the least senior.
128 129 130 131	Agree: Julie Cartegna-Jones	Agree: Jensey Woodrow Terry Woodrow
132 133 134	10/17/24 Date	10/17/24 Date
135 136 137		Lakishia Hamm
138 139 140	••	10/17/2024 Date
141 142 143		Maureen Camper
144 145 146		Date 17 24

1 2 3	Key: Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 7/29/2024 proposal.
4 5	Article 13 – Sick <u>Time and Sick</u> Leave
6	A. Sick Time
7 8 9	Sick leave time is defined as a necessary period of absence for an employee to recover from their because of the employee's own illness or injury. for exposure of the employee to contagious disease.
10 11 12 13 14 15 16 17	Sick leave time may also be used for the employee's pre-planned medical (including physical therapy) and dental appointments provided that the employee submits a request 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 consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.
19	B. Sick Leave
20 21 22 23 24 25	The meaning of Sick leave may be extended used to include a charge to the employee's accrued sick leave time to provide medical care to a seriously ill family member as defined in the special circumstances described below. Any sick leave used will be charged to the employee's accrued sick leave balance. The number of days that the employee may charge to accrued sick leave time for the special circumstances described in sections 1 and 2, below, shall not exceed a total of fifteen (15) days per fiscal year.
26	Special Circumstances:
27	1. Emergency Attendance.
28 29 30	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.
31	2. Medically Certified Care.
32 33 34 35 36 37	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. For absences of three (3) or more work days, the employee must provide the supervisor with a completed, when properly certified by a Health Care Provider on the form designated in Appendix E. In those instances, Uuse of sick time will not be permitted where the employee has failed to provide the certified form.

- 38 Medically certified care does not cover such situations as illness not defined as seriously ill,
- 39 matters unrelated to medical needs, baby-sitting, running errands, and/or running a business for
- 40 the family member while their he/she is ill.
- 41 C. New Jersey Earned Sick Leave Law
- 42 Up to 40 hours of Sick Time per fiscal year may be taken in accordance with the provisions
- of the New Jersey Earned Sick Leave Law.
- 44 For such absences, the employee's absence should be recorded as "NJ Earned Sick Leave,"
- 45 where appropriate.
- 46 D. Accrual
- Full-time employees earn fifteen (15) days of sick leave time in each fiscal year at the rate of 1-
- 48 1/4 days per month. During the first year of employment, employees will earn sick leave time at
- the rate of one (1) day per month of service except that employees appointed on July 1 will earn
- sick leave-time at the rate of 1-1/4 days per month.
- 51 Unused sick leave time is cumulative.
- 52 E. Notice and Usage
- 53 Employees are expected to notify their supervisor by telephone, email or text as designated by
- their supervisor at the beginning of the work day on which sick leave time is used and to keep
- 55 the supervisor adequately informed should the absence extend beyond one day.
- 56 Employees who require more sick time than accumulated will have their pay adjusted
- 57 accordingly except that the employee may charge such time to vacation or administrative leave.
- In such cases, all sick leave policies will apply. Employees may request that the supervisor make
- 59 available for the employee's review a current record of the employee's sick leave time, and such
- 60 request will not be unreasonably denied.

Regular text is language the parties agree upon. 1 Bold/underline and strikethrough is Rutgers' 4-29-24 counter proposal. 2 Article #14 - Bereavement Leave 3 An employee who is absent from work due to death in the immediate family (mother, father, 4 spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, 5 ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, 6 grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-7 law, any relative of the employee residing in the employee's household, child of a partner in a 8 civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic 9 partner, step sister or step brother) may charge up to three (3) days for such absence to attend the 10 funeral or for mourning. Such time must be initiated within seven (7) calendar days from notice 11 of the date of death. If such notification exceeds the date of death by more than seven (7) days, a 12 department may require verification of notification. However, in the event that the funeral of a 13 member of the immediate family is held at some distant location, and the employee will attend, 14 an exception to the above may be requested by the employee to provide for up to five (5) days of 15 absence to be charged to bereavement leave. All bereavement leave must be utilized within 16 120 calendar days of the date of death but requests for an extension to utilize bereavement 17 leave due to a public health emergency that delays funeral or memorial observance, or for 18 religious, cultural or travel reasons shall not be unreasonably denied. A department may 19 require verification. 20 In the event of the death of an employee's brother-in-law or sister-in-law, the employee may 21 request to use one (1) day of available vacation time, administrative leave, or personal holiday 22 time. Such request will not be unreasonably denied. 23 If an employee requests to use available vacation time to extend the bereavement leave, it will 24 not be unreasonably denied. 25 26 Agre 27 Woodrow Julie Cartegna-Jones 28 29 30 31 . Lakishia Hamm 32 33 34 35 Maureen Camper

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Date

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Regular text is language the parties agree upon. 1 Key: Bold/underline and strikethrough is Rutgers' July 29, 2024 proposal. 2 3 Article 16 - Military Leave 4 5 Military leave will be governed by University Policy 60.1.21, "Military Leave-Staff" and 6 applicable State and Federal Statute. 7 1. Training 8 Any full time regularly appointed employee who is a member of a reserve component of the 9 armed forces of the United States of America shall be entitled to a leave of absence with pay for 10 the usual prescribed training period not to exceed fifteen (15) working days per year. Such leave 11 shall not be charged against vacation time. 12 The employee must give the supervisor a two (2) week advance notice of such leave and must 13 present to the supervisor a copy of the official governmental orders authorizing the military 14 training. 15 2. Induction or Enlistment 16 Any full time regularly appointed employee, excluding grant and temporary employees, who 17 initially enters active service in any branch of the armed forces of the United States of America 18 for more than six (6) months either voluntarily or pursuant to law shall be granted a leave of 19 absence without pay for the period of such service plus ninety (90) days immediately following 20 separation. 21 Such an employee, unless dishonorably discharged, shall be entitled to reemployment by Rutgers 22 provided application for reemployment is made prior to expiration of the leave. 23 In case a service connected disability prevents the employee from returning to work within the 24 normally prescribed time, the employee may request that the leave be extended and upon 25 submitting to Rutgers substantiating medical evidence, a six (6) month leave extension may be 26 granted, the total of such extensions not to exceed twelve (12) months from the date of 27 separation. 28 Upon reemployment, the returning veteran employee's salary shall be adjusted to reflect any 29 normal increments or general adjustments the employee would have received had the employee 30 continued working for Rutgers. 31 Sick leave days will not accrue during the military service leave but the time will count as 32 University service in applying vacation scales and with regard to seniority. 33 34 Agree:

| July | Modifical
Terry Woodrow 35 36 37

Lakishia Hamm

Date 10/17/2024

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Maureen Camper

10/17/24 Date

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Regular text is language the parties agree upon. 1 Bold/underline and strikethrough is Rutgers' 10/17/24 (3:00PM) counter proposal. 2 3 Article #20 - Salary 4 1. In the case of employees paid from other than State funds, the University will endeavor to 5 persuade funding agencies to conform in accord with the University salary structure. 6 2. In the event funding agencies do not conform in accord with the University salary 7 structure, the failure to do so will be the subject of a Labor/Management Conference 8 under Article 7. 9 3. Preface 10 The following salary adjustments are subject to the appropriation of and allocation to the 11 University by the State of adequate funding for the specific purposes identified for the 12 full period covered by this Agreement. 13 When it is possible to do so, salary detail as to overtime and rates will be printed on 14 check stubs. 15 Application Of The Subject To Language In The Preface To This Article I. 16 In the event the University intends to withhold any of the economic provisions of this 17 Article by invoking the "subject to" language in the prefatory paragraph of this Article, it 18 is agreed that the invocation of the "subject to" language will be based on a determination 19 by the University that there exists a fiscal emergency. If the University invokes the 20 prefatory "subject to" language following the determination of a fiscal emergency, the 21 University agrees as follows: 22

A. The University shall provide AFSCME Local 1761 with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days' notice, upon request of AFSCME Local 1761 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.

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

37 38 39	B. Along with the Notice provided to AFSCME Local 1761 pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:
40 41	 The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
42	 The audited financial statements for the prior fiscal year;
43 44	 Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
45 46 47	 Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
48	 Quarterly Statement of Cash Flows (Statement of Cash Flows);
49 50	 Unaudited End of Year financial statements for the statements listed above;
51 52	 University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
53 54	 The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.
55 56 57	AFSCME Local 1761 may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.
58 59 60 61 62 63	C. During the notice period, upon written request by AFSCME Local 1761, 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 1761 may file a category one grievance pursuant to paragraph 5 below.
64 65 66	D. AFSCME Local 1761 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.
67 68 69 70 71	E. If the parties have not agreed upon measures to address the fiscal emergency, AFSCME Local 1761 may file a grievance under Article 8 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.
72 73	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.
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.
F. The University agrees not to invoke the "Application Of The Subject To Language In The Preface To This Article" in Article 20(I) in Fiscal Year 2022–2023 (July 1, 2022 June 30, 2023) 2025 (July 1, 2024 – June 30, 2025).
Salary Program
A. Job Rate System Fiscal Year 2018-2019 (July 1, 2018 June 30, 2019)
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:
 a. Introductory Rate i. Twelve-month employees will be paid at the Introductory Rate of pay for the first 180 calendar days of employment. ii. Ten-month employees will be paid at the Introductory Rate of pay for the first 150 calendar days of employment. b. Job Rate I i. Twelve-month employees hired at the Introductory Rate of pay will move to Job Rate I after completing 180 calendar days of employment. 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. c. Job Rate II i. Employees will move to Job Rate II rate of pay after completing 36 months of employment at Job Rate I.
ii. All employees hired after January 1, 2024, and all employees on Steps 1 through 8 prior to January 1, 2024, shall not move beyond Job Rate II.
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 in an AFSCME Local 1761 negotiations unit position on the day of ratification and continues to be on the payroll in an AFSCME Local 1761 negotiations unit position on the payment date of the increment.

116	2. Effective October 1, 2018, employees who are eligible for the Senior Rate, as
117	set forth in paragraph E below, shall retroactively receive a 2.5% increase to
118	their base salary provided that the eligible employee is on the University's
119	payroll in an AFSCME Local 1761 negotiations unit position on the day of
120	ratification and continues to be on the payroll in an AFSCME Local 1761
121	negotiations unit position on the payment date of the Senior Rate payment.
122	B. Fiscal Year 2019-2020 (July 1, 2019 June 30, 2020)
123	1. Each eligible employee will receive a normal merit increment on the
124	appropriate anniversary date provided that the eligible employee is on the
125	University's payroll in an AFSCME Local 1761 negotiations unit position on
126	the payment date of the increment.
407	2. Effective October 1, 2019, employees who are eligible for the Senior Rate, as
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128	set forth in paragraph E below, shall receive a 2.5% increase to their base
129	salary provided that the eligible employee is on the University's payroll in an
130	AFSCME Local 1761 negotiations unit position on the payment date of the
131	Senior Rate payment.
132	C. Fiscal Year 2024-2025 (July 1, 2024 – June 30, 2025) 2020-2021 (July 1, 2020
133	June 30, 2021)
134	1. Negotiations unit members shall receive a retroactive across the board salary
135	increase in the amount of 3.5%, effective July 1, 2024. To be eligible for this
	payment, members of the negotiations unit must be on the University's
136	payroll in a negotiations unit position on June 30, 2024, and continue to be or
137	
138	the payroll in a negotiations unit position on the payment date of the
139	increase. The annual base salaries of record for all negotiations unit
140	members will be adjusted accordingly. The new rate of pay will be effective
141	<u>July 1, 2024</u> .
142	
143	2. Employees who have met the eligibility requirements will progress to Job
144	Rate I or Job Rate II respectively.
145	
146	There shall be no merit increment movement or payment during this Fiscal Year and
147	there also shall be no increases to base salary during this Fiscal Year.
148	D. Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026) 2021 – 2022 (July 1, 2021 –
149	June 30, 2022)
150	1. Negotiations unit members shall receive an across the board salary increase
151	in the amount of 3.5%, effective July 1, 2025. To be eligible for this payment,
152	members of the unit must be on the University's payroll in a negotiations
153	unit position on June 30, 2025, and continue to be on the payroll in a
154	negotiations unit position on the payment date of the increase. The annual
155	base salaries of record for all negotiations unit members will be adjusted
156	accordingly. The new rate of pay will be effective July 1, 2025.
	ALLIEUTEN PER TENTE LALLO VIL HAY TELLE DO CLICOLITO DULY LE MUMO.

157	
158	2. Employees who have met the eligibility requirements will progress to Job
159	Rate I or Job Rate II respectively.
160	
161	1. Each eligible employee will receive a normal merit increment on the
162	appropriate anniversary date provided that the eligible employee is on the
163	University's payroll in an AFSCME Local 1761 negotiations unit position on
164	the payment date of the increment.
165	2. Effective July 1, 2021, employees who are eligible for the Senior Rate shall
166	receive a 2.75% increase to their base salary provided that the eligible
167	employee is on the University's payroll in an AFSCME Local 1761
168	negotiations unit position on the payment date of the Senior Rate payment.
169	3. Effective March 1, 2022, employees who are eligible for the Senior Rate shall
170	receive a 2.25% increase to their base salary provided that the eligible
171	employee is on the University's payroll in an AFSCME Local 1761
172	negotiations unit position on the payment date of the Senior Rate payment.
173	4. Employees at Step 8 prior to July 1, 2020 who also had anniversary dates in
174	either July or October 2020 will be credited with an additional year of service
175	and will be eligible to receive the Senior Rate increase described above in
176	Paragraph (D)(3).
177	E. Fiscal Year 2026-2027 (July 1, 2026 – June 30, 2027)2022 2023 (July 1, 2022
178	June 30, 2023)
179	1. Negotiations unit members shall receive an across the board salary increase
180	in the amount of 3%, effective July 1, 2026. To be eligible for this payment,
181	members of the negotiations unit must be on the University's payroll in a
182	negotiations unit position on June 30, 2026, and continue to be on the payroll
183	in a negotiations unit position on the payment date of the increase. The
184	annual base salaries of record for all negotiations unit members will be
185	adjusted accordingly. The new rate of pay will be effective July 1, 2026.
186	
187	2. Employees who have met the eligibility requirements will progress to Job
188	Rate I or Job Rate II respectively.
189	
190	1. Each eligible employee will receive a normal merit increment on the
191	appropriate anniversary date provided that the eligible employee is on the
192	University's payroll in an AFSCME Local 1761 negotiations unit position on
193	the payment date of the increment.
194	2. Effective January 1, 2023, all employees shall receive a 2.0% increase to their
195	base salary provided that the eligible employee is on the University's payroll
196	in an AFSCME Local 1761 negotiations unit position on the payment date.
130	
197	F. Fiscal Year 2027-2028 (July 1, 2027 – June 30, 2028)2023 2024 (July 1, 2023

198		June 30, 2024)
199 200		1. Negotiations unit members shall receive an across the board salary increase in the amount of 3%, effective July 1, 2027. To be eligible for this payment,
201		members of the unit must be on the University's payroll in a negotiations
202		unit position on June 30, 2027, and continue to be on the payroll in a
203		negotiations unit position on the payment date of the increase. The annual
204	(*)	base salaries of record for all negotiations unit members will be adjusted
205		accordingly. The new rate of pay will be effective July 1, 2027.
206		the book wants, it is a second to be
207	ş	2. Employees who have met the eligibility requirements will progress to Job
208		Rate I or Job Rate II respectively.
209		
200		
210		1. Each eligible employee will receive a normal merit increment on the
211		appropriate anniversary date provided that the eligible employee is on the
212		University's payroll in an AFSCME Local 1761 negotiations unit position on
213		the payment date of the increment.
214		2. Effective July 1, 2023, employees who are eligible for the Senior Rate shall
215		receive a 2.0% increase to their base salary provided that the eligible
216		employee is on the University's payroll in an AFSCME Local 1761
217		negotiations unit position on the payment date of the Senior Rate payment.
218	G.	Senior Rate
219		Effective September 1, 2014, through December 31, 2023, there shall be a new
220		category in the salary guide identified as the "Senior Rate". Following service of one
221		year at Step 9 of the Salary Guide contained in Appendix D, an employee shall move
222		to the Senior Rate on the appropriate anniversary date. Eligibility for movement to
223		the Senior Rate ceased on December 31, 2023.
224	Н.	Above Job Senior-Rate Promotions and Upgrades
225		In the event that an employee whose current salary is above Job Rate II at the
226		Senior Rate receives a promotion or upgrade to a new salary range, said employee
227		shall receive a 1.5 2.5% increase to their his/her current base salary or shall be placed
228		at the appropriate Job Rate step of the new salary range on the salary table,
229		whichever is greater.
230	I.	Salary Schedule
231		Effective July 1, 2006, a ninth step will be added to the salary schedule in effect on
232		June 30, 2006.
n:		Commence of the Commence of th

Regular text is language the parties agree upon. 1 Bold/underline and strikethrough is Rutgers' 6/24/24 proposal. 2 3 Article #22 Anniversary Dates 4 5 A new employee is assigned an initial salary anniversary date based on the effective 6 date of appointment. When the date of appointment is the first day of the calendar 7 quarter, that date, in the next fiscal year, becomes the initial anniversary date. When the 8 date of appointment occurs after the first day of a calendar quarter, the first day of the 9 following calendar quarter, in the next fiscal year, becomes the initial anniversary date. 10 An employee's anniversary date may, however, change as a result of other actions such 11 as promotion or salary adjustments. 12 13 14 Agree 15 16 Julie Cartegna-Jone 17 Date 18 Date 19 20 21 22 23 24 1.20.6 25 Date 26 27

Key: Regular text is language the parties agree upon. 1 Bold/underline and strikethrough is Rutgers' 6/24/24 counter proposal. 2 3 Article #23 - Promotion Compensation 4 5 1. Upon promotion, an employee will be placed at the Job Rate I of the new range. In 6 the event the employee's current salary is above the Job Rate I of the new range 7 they will be placed at Job Rate II of the new range. If the employee's current salary 8 is above Job Rate II in the new range, then their salary will be calculated in 9 accordance with Article 20, Section II. H. 's salary is increased one increment in 10 his/her present range; then, if no step in the new range is equal to this increased rate, 11

his/her salary will be adjusted to the next higher rate.

12 13 14

15 16

17 18 19 3. In the event funding agencies do not conform in accord with the University salary structure, the failure to do so will be the subject of a Labor/Management conference under Article 7.

2. In the case of employees paid from other than State funds, the University will endeavor to

persuade funding agencies to conform in accord with the University salary structure.

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2 Key: Regular text is language the parties agree upon.
3 Bold/underline and strikethrough is Rutgers' 9/18/24 counter proposal.

Article #25 – Overtime

- 1. Overtime hours requested and authorized by the employee's supervisor beyond forty (40) hours in the standard workweek shall be paid at the rate of one and one half the employee's regular hourly rate. Effective July 1, 2004, hours worked beyond thirty five (35) but less than or equal to forty (40) hours in the standard workweek by employees whose regular workweek is thirty five (35) hours shall be compensated by either paying the employee's regular hourly rate, or by providing compensatory time off at a time and one half rate at the supervisor's discretion. All compensatory time shall be governed by University Policy 60.3.14.
- 2. The standard workweek to be used in computing overtime hours and pay requirements will extend from 12:01 a.m. Saturday through Midnight Friday.
- 3. Overtime Distribution Rutgers will make every reasonable effort to provide for an equitable distribution of overtime work among employees in each job classification within each work unit, after taking into consideration the nature of the work to be performed during the overtime hours and the qualifications and abilities of the employees in the work unit. Employees shall be expected to work a reasonable amount of overtime upon request. Any refusal of overtime work shall be recorded as an opportunity to work overtime by the employee. The Union shall have access to the overtime record on a reasonable basis. If, because of refusals to work overtime, there are an insufficient number of employees available to perform the overtime work, Rutgers may assign the overtime work to the necessary number of the least senior employees in the work unit who have the qualifications and abilities to perform the work.
- 4. Scheduled overtime work, not of an emergency nature, will be offered at least forty-eight (48) hours in advance. When such notice has not been given, scheduled overtime will be on a voluntary basis.
 - Except for emergency situations, before mandatory overtime is assigned, other services such as voluntary overtime or call-back will be explored.
 - In a situation where an employee is directed to remain at work beyond <u>their</u> his/her normal shift in a mandatory overtime occurrence, the employee may request to leave at the end of <u>their</u> his/her normal shift. Such a request may not be unreasonably denied.
- 5. Paid time off for vacation, sick leave, holidays, administrative leave and jury duty is counted as hours worked in determining the number of hours an employee has worked in a given week.
- 6. Holiday Premium: An eligible employee who is authorized to work on an observed holiday will, in addition to **their** his/her regular pay for the day, earn compensation at time and one half the employee's normal rate for all hours worked.

42 43 44 45 46 47 48 49 50 51 52 53 54 55 56	Agree: Julie Cartegna-Jones Date	Agree: Terry Woodrow 10/17/34 Date Lakishia Hamm 10/17/3034 Date Mauren Camper
58		10/17/24
59 60		Date' '

1 2	Key: Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 10/17/24 (3:00PM) counter proposal.
3	Article 29 – Shift Preference
4 5 6 7 8 9 10 11	When a vacancy occurs or a new job is created within a given job classification in a work unit having more than one shift, any employee in the same classification may elect, in accordance with seniority, to change his/her shift to that shift in which the opening occurs, provided in the judgment of supervision that the efficiency of the particular operation will not be impaired by such a change and provided that no employee shall voluntarily exercise his/her seniority rights for such purpose more than once in any year. No employee shall be considered for a change in shift unless he/she shall in writing have requested a change in shift no earlier than six (6) months and no later than two (2) weeks before any such opening occurs.
12 13 14	Effective July 1, <u>2024</u> 2007, a shift premium of <u>fifty</u> <u>sixty</u> (\$ <u>0.60</u> 50) cents 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.
15 16 17	Effective July 1, <u>2024</u> 2007, a shift premium of <u>forty fifty</u> (\$0.50 40) cents 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.

- Paid time off is considered to be time worked for eligibility for payment.
- 19 Employees must be employed on the date of payment in order to receive this payment.

Regular text is language the parties agree upon. Key: 1 Bold/underline and strikethrough is Rutgers' 6/24/24 proposal. 2 Article #32 - Job Posting Procedure 3 The procedure to be used by the employer to indicate a promotional opportunity or a transfer 4 shall be called a "posting procedure." The posting procedure for clerical, office, laboratory and 5 technical employees shall be divided into two categories: Promotional Opportunities Vacant 6 Positions, and Recruitment Notifications. The posting procedure shall be used in a manner 7 consistent with the goals of the Affirmative Action Program and the provisions of the collective 8 negotiations Agreement between Rutgers and AFSCME Local 1761. 9 **Promotional Opportunities – Vacant Position** 10 Promotional Opportunities - Vacant Positions are defined as those positions within the COLT 11 bargaining unit which are above the elementary level category (see Appendix C) for each job 12 family. When vacancies occur and are to be filled for any of these job classifications, each such 13 promotional opportunity shall be posted on an individual job by job basis in the geographic area 14 concerned (New Brunswick, Newark or Camden) and in one location on each of the other 15 geographic campuses for a period of five (5) work days. The posting shall be made available on 16 the University's applicant tracking system and displayed on the University Human 17 Resources website on a form entitled "Promotional Opportunity Vacant Position" and will 18 include the following information: 19 1. Title of Position 20 2. Salary Range 21 3. Geographic Location 22 4. Department 23 5. "Scope and Function" and "Requirements" paragraphs of the generic job description. 24 6. Date Posted 25 7. Workweek designation if other than 35 hours 26 8. Expiration Date of Posting 27 9. Special Conditions 28 10. Specific requirements such as specialized skills, specialized machine capabilities or 29 language skills. 30 11. The heading will include "AFSCME Local 1761, AFL CIO." 31 This information is to be prepared by University Human Resources for weekly publication. 32 Positions which are posted are not to be reposted in subsequent weeks if they have not been 33 filled. Copies of all job postings will be provided to the Union President. Copies of all job 34

postings will be provided to all stewards and Vice Presidents in the geographic areas concerned.

- 36 Rutgers will provide to a Union designee in each seniority unit a list of applicants who were
- 37 successful in the posting procedure.

38 Recruitment Notification

- 39 At the discretion of the administration, any position vacancy in a classification other than those
- 40 listed in the COLT bargaining unit, or elementary level positions, or confidential positions may
- 41 be made known if such information seems appropriate for distribution. It shall be the
- 42 responsibility of the appropriate Personnel Office to prepare and distribute such recruitment
- 43 notices.

44 General

45 Positions to be Posted

- 46 All permanent 12 or 10 month-vacant positions of twenty (20) hours or more per week that are to
- 47 be filled and are included within the COLT bargaining unit shall be posted.

48 Employees Eligible to Use the Posting Procedure

- 49 Those Rutgers University employees who are considered eligible to use this posting procedure
- shall be defined as those employees eligible for inclusion in the COLT bargaining unit, including
- employees working twenty (20) hours a week or more, and having been employed by Rutgers
- 52 University on a continuous basis for a period of at least six (6) months. Casual and temporary
- employees are not eligible to bid. Reclassification shall not be a bar to bidding. Employees
- 54 holding confidential positions may also use this posting procedure.

55 How to Apply

- 56 Employees covered by this procedure who feel qualified for any posted position may apply for it.
- 57 Applications for all positions shall be through University Human Resources' Online
- 58 Employment Application Process. If any interview takes place, the employee shall request
- 59 permission of their his/her immediate supervisor to be absent for the time required. Permission
- 60 will not be unreasonably denied.
- 61 Contents of the job requisition for a position will be shared with an employee at their his/her
- 62 request in accordance with specific instructions on the posting sheet.

63 Posting Period

- All positions which must be posted shall be posted for five (5) consecutive work days.
- 65 Saturdays, Sundays, and holidays shall not be considered work days for purposes of this
- 66 procedure.
- Only if application is made for a posted position during this five (5) day period is there an
- obligation to consider that applicant for the position.

69 Selection of Candidates

- 70 The selection of the successful candidate will be determined with primary consideration given to
- 71 performance, demonstrated ability and qualifications. After these factors have been carefully
- 72 considered, if two or more candidates for the vacancy are equally qualified based on the

- aforementioned criteria, then seniority shall be the determining factor in the selection of the 73
- successful applicant for the position. 74
- No candidates from outside the bargaining unit will be considered for vacancies or newly created 75
- positions until all bargaining unit members who have applied for the position have been 76
- reviewed by University Human Resources. 77
- When a vacancy or newly created position is posted and a bargaining unit member is hired into 78
- that position, a copy of the job posting shall be placed in the employee's central personnel file 79
- maintained by University Human Resources. 80
- Employees covered by this Agreement will be considered for selection regarding vacant Local 81
- 888 positions after Local 888 applicants but before applicants from any other sources, provided 82
- they apply during the appropriate posting period. Non-selection regarding vacant Local 888 83
- positions will not be subject to the grievance procedure. 84

Funding

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- If a position is funded as opposed to being supported by a regular budgetary line, a notation 86
- should be made on the posting of this fact; in this manner, employees will be aware that this is a 87
- term appointment rather than an indefinite one. 88

Frequency of Applying for a Posted Position

- There shall be no limitation on the number of times an individual who is eligible may bid on 90
- posted positions, except that after an employee has successfully bid and has been accepted, the 91
- employee must wait six (6) months before bidding on another position. 92

Reclassifications within Departments

- Where, because of increase in duties and responsibility or for other bona fide reasons, a 94
- department wishes to recommend that a position be reclassified, the reclassification procedure 95
- shall be followed. This reclassification cannot be used, however, to promote an existing 96
- employee into a vacant position. In such a case, the vacant position must be posted as outlined 97

above. 98

100 101

Agree

102 Date 103

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106 107 108

109 110

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Julie Cartegna-Jones

Lakishia Hamm

Maureen Camper

Date

Date

Key: Regular text is language the parties agree upon. **Bold/underline** and strikethrough is Rutgers' 6/24/24 counter proposal.

Article #42 - General Provisions

- 4. A. 1. 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.
 - 2. 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.
 - B. 1. 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.
 - 2. 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.

41 42 43	3. Separation from Rutgers will automatically terminate bi-weekly deductions after the point the notification of termination becomes effective, and the employee is no longer receiving regular pay from the university.
44	4. Employees who do not pay the annual motor vehicle registration fee may
45	purchase up to ten (10) daily permits each Fiscal Year at the rate(s) established by
46	the Rutgers Department of Transportation.
47 48 49 50 51 52	Agree: Julie Cartegna-Jones Terry Woodrow Date Date Agree: Terry Woodrow Date Date
53	Lakishia Hamm
54	7/29/2024
55	Date
56	Mauren (anser
57	Maureen Camper
58	7.29.24
59	Date

1	Key:	Regular text is language the parties agree upon.
2		Bold/underline and strikethrough is Rutgers' 10/17/24 counter proposal.
3		
		La Hara Company (Paragraph 7)
4		Article #42 – General Provisions (Paragraph 7)
5		
6		Meal Allowance. Employees, other than Dining Services employees, who are required
7		to work for twelve (12) consecutive hours or more shall be entitled to one meal allowance
8		of \$8.50 effective upon ratification.
0		Effective January 1, 2025, employees, other than Dining Services employees, who
9		
10		are required to work for twelve (12) consecutive hours or more are entitled to one
11		meal allowance of \$10.00.

Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 6/24/24 counter proposal. Article #42 - General Provisions 10. If the University cannot hire a successful applicant unless a salary higher than Introductory Rate step 1 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 at Job Rate I or Job Rate II, within that salary range, and will provide the Union with information about the position at issue. If the Union so wishes to negotiate particular future salary adjustments for that individual, the Union shall request such negotiations. Agree: Julie Cartegna-Date Lakishia Hamm Date

1	Key: Regular text is language the parties agree upon.
2	Bold/underline and strikethrough is Rutgers' 10/17/24 (3:00PM) proposal.
3	•
4	Article #42 – General Provisions (Paragraph 13)
5	
6	At the close of the fiscal year, employees shall be refunded the deductions for meals made for
7	regular salaried Dining Services employees for those full days on which an employee was absent
8	from work on account of sickness, vacation, or other excused absence under this Agreement. In
9	order to compensate the Division of Dining Services for said meals, Dining Services employees
	shall have the below deductions from their wages: \$4.60 per day, effective upon ratification
10	shall have the below deductions from their wages. \$\psi\$-1.00 per day, offeetive aport talking and their wages.
11	\$5.25 per day, effective January 1, 2025
12	\$6.25 per day, effective July 1, 2026

1	Key:	Regular text is language the parties agree upon.
2		Bold/underline and strikethrough is Rutgers' 6/24/24 counter proposal.
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4		Article #42 – General Provisions
5	16.	. With the exception of a valid drivers' license, when Rutgers requires license(s) and/or
6		certification(s) for bargaining unit positions, Rutgers will reimburse employees in such positions
7		for the costs associated with of obtaining and maintaining any such required license(s) and/or
8		certification(s).
9		
10		Agree: Agree:
11		Jeny 1 - Wiocener
12		Julie Cartegna-Jones Terry Woodrow
13		7/29/29
14		Date Date
15		Jakuhu Ham
16		Lakishia Hamm
17		-1/29/2024
18		Date
19		- Huren anger
20		Maureen Camper
21		1.29.24
22		Date
23		

Regular text is language the parties agree upon. Bold/underline and strikethrough is Rutgers' 10/17/24 counter proposal. Article 51 - Workplace Democracy Enhancement Act 1. Within 10 calendar days from the date of hire of negotiations unit employees, Rutgers B. shall provide the following contact information for negotiations unit members to the Union in an Excel file format via the Union Library, if such information is on file with the University: name, job title, work site location, home address, work telephone numbers, home and personal cellular telephone numbers, date of hire, work email address, and personal email address. 2. Every 120 calendar days beginning on January 1, 2019, Rutgers shall provide the Union, in an Excel file format, the following information for all negotiations unit employees: name, job title, work site location, home address, work, home and personal cellular telephone numbers, date of hire, and work email address and any personal email address on file with Rutgers, grant amount, employee status, and retirement date. Agree: Agree Terry/Woodrow Cartegna-Jones Date Lakishia Hamm

New Article ## - Flexible Work Arrangements

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- 3 All negotiations unit employees are eligible to request Flexible Work Arrangements (hereinafter
- 4 "flexible work arrangement(s)"). Requests for flexible work arrangements shall not be
- 5 unreasonably denied. This article shall not void any prior designated work schedules. A
- 6 department may offer a flexible work arrangement based upon the nature of the work performed
- 7 and departmental and/or university needs. An employee may also initiate a request for a flexible
- 8 work arrangement with their supervisor. In either case, the department should enter into a
- 9 University Flexible Work Arrangement, only if it is determined that the employee and the
- 10 employee's position are suitable for a flexible work arrangement.
- Not all positions are suitable for flexible work arrangements. Suitability for a flexible work
- arrangement is based upon the operational and service delivery needs of the department, the
- individual employee, and the employee's position. In all instances, consideration and approval of
- 14 remote work arrangements must reflect a focus on mission, service to our students and patients,
- impact on the communities within which we operate, and a shared responsibility to provide an
- engaging, vibrant, and connected University experience for our students.
- 17 Decisions regarding suitability for flexible work arrangements including, but not limited to, types
- of remote work arrangements and forms of flexible work schedules shall rest with the University
- 19 and shall be final.

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I. Definitions

- Ad Hoc: A work arrangement where employees are permitted or directed by a supervisor to
- work at an off-campus site, if job duties and technology resources permit such an
- 23 arrangement, during circumstances such as, but not limited to, special projects or business
- travel. These arrangements are temporary (not to exceed 20 business days in a calendar year)
- and require prior approval by the direct supervisor or designee and have no expectation of
- continuance.
- 27 Alternate Work Location: A location other than the official University place of business
- from which an employee works. Such alternate work locations must (1) be in NJ, NY, PA or
- DE and (2) be within a reasonable commuting distance to the Assigned Work Location, as
- mutually agreed upon by the employee and Department Head.
- Assigned Work Location: Any on- or off-campus property that is owned, occupied, leased,
- or used by Rutgers University at which the employee is regularly assigned to attend work.
- This includes all research sites and all leased indoor and outdoor spaces or spaces occupied
- with a user permit, license, or contract for the conduct of University business.
- 35 Compressed Workweek: A flexible work arrangement available only to those employees
- with fully in-person schedules. A compressed workweek schedule allows an employee to
- maintain a full-time schedule, but work hours are performed over less than five days per
- week or ten days per pay period. For example, a compressed 40-hour workweek can be four
- 39 10-hour days Tuesday through Friday and Mondays off. A compressed workweek cannot be
- 40 combined with any other flexible work arrangement type.
 - Department Head: The person with the ultimate approval authority in the unit, or designee.

- Exempt: Not subject to the overtime provisions of the Fair Labor Standards Act (FLSA). (Employee titles coded as NL, NC, and N4).
- Emergency: A crisis or other emergency, including certain inclement weather events, that significantly disrupts a facility or facilities or the physical operation of a department as determined by the university.
- Flexible Work Arrangement: Non-standard work arrangements that include but are not limited to Ad Hoc, Compressed Workweek, Flex Workday, Fully Remote, and Hybrid.
- Flex Workday: A work schedule whereby an employee works a standard workweek but with start and end times that differ from the regularly scheduled workday. This may include a split schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12 PM and 3 PM-7:30 PM)
- Fully Remote: A work arrangement whereby an employee performs job responsibilities at an 53 Alternate Work Location for all scheduled workdays in a workweek. Such alternate work 54 locations must (1) be in NJ, NY, PA or DE and (2) be within a reasonable commuting 55 distance to the assigned work location, as mutually agreed upon by the employee and 56 Department Head. In this work arrangement an employee may be scheduled to work 57 remotely regularly but also required, at times, to attend meetings or work from an on-campus 58 work site as directed by a supervisor or as operationally necessary. Fully remote work 59 arrangements may only be considered under extraordinary circumstances for a period not to 60 exceed one year with the potential for yearly renewals. 61
- Hours Worked: For fixed workweek staff; hours are computed by adding all hours actually worked during the workweek plus any paid time off, such as vacation and sick time, except as modified by collective negotiations agreements.
 - **Hybrid**: A work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum number of days during a workweek and at an alternate work location for the remaining scheduled workdays in a workweek.
- Non-exempt: The employee's position is subject to the overtime provisions of the Fair Labor Standards Act (FLSA). (Employee titles coded as 35, NE, and 40).
- Standard Hours Workweek: The standard hours for work in a workweek are set forth in University Policy 60.3.14, University Policy 60.9.27, and/or the appropriate collective negotiations agreements.

II. Remote Work

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A. Types of Remote Work Arrangements:

Remote work shall be scheduled as follows:

1. Ad Hoc: A work arrangement where employees are permitted or directed by a supervisor to work at an off-campus site, if job duties and technology resources permit such an arrangement, during circumstances such as, but not limited to, special projects or business travel. These arrangements are temporary (not to exceed 20 business days in a

calendar year) and require prior approval by the direct supervisor or designee and have no expectation of continuance.

2. Hybrid:

a. 1-2 Remote Workdays: A Department Head, or designee, may approve a work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum of 3 days during a workweek and regularly scheduled to work at an alternate work location for a maximum of 2 days during a workweek. Employees must live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned Work Location to participate in a hybrid work arrangement.

b. 3-4 Remote Workdays: Subject to Department Head, or designee, and approval from the appropriate Cabinet Officer, a work arrangement will be permitted where an employee is both regularly scheduled to work at the employee's assigned work location for less than 3 days during a workweek and regularly scheduled to work at an alternate work location for more than 2 days during a workweek. Employees must live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned Work Location to participate in a hybrid work arrangement.

3. **Seasonal:** Remote work arrangements may be modified in accordance with the seasonal business needs of the department for a period not to exceed three (3) months each fiscal year with the potential for yearly renewals.

4. **Emergency**: Remote work that is precipitated by a crisis or other emergency, that significantly disrupts a facility or facilities, or the physical operation of a department as determined by the university. When needed to achieve business continuity and to maintain critical functions, operations, and services, remote work arrangements may be established during an emergency as defined in Section I above until normal operations can be restored at the Assigned Work Location or until a different Assigned Work Location is designated by the university.

5. **Fully Remote**: The appropriate Cabinet Officer and Senior Vice President of Human Resources may approve a fully remote work agreement for a period not to exceed one year and may be renewable on a yearly basis. These employees perform job responsibilities at an alternate work location in NJ, NY, PA, or DE within a commutable distance to the employee's assigned work location. In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary.

B. Effect on Employee's other Terms and Conditions of Employment

In all cases, remote work arrangements are revocable and can be discontinued at any time when it is in the judgment of the department or the university that it is in the best interest of

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the University to do so. Departments should give a minimum of 14 calendar days' notice of 126 discontinuance unless extenuating circumstances make such notice impracticable. 127 Remote work does not change an employee's terms and conditions of employment, including 128 required compliance with or the application of University policies. Additionally, an 129 employee's compensation and/or benefits do not change as a result of a remote work 130 arrangement. 131 C. Effect on Employee's Leave 132 Remote work is not intended to circumvent any leave that an employee has requested and is 133 entitled to pursuant to State and/or federal law, University policy, or prevailing collective 134 negotiations agreements. 135 D. Alternate Work Location 136 The alternate location from which an employee works remotely should be a predetermined 137 site, such as a home office, and should have a fixed work area that will provide the employee 138 with adequate access to the tools necessary for remote work, such as a telephone, computer, 139 internet connection, etc. 140 The alternate work location must be within an environment that is free of disruptions and 141 provides the appropriate level of privacy when discussing confidential or sensitive matters. 142 A supervisor or other appropriate University official may arrange to visit the alternate work 143 location both prior to and after a flexible work arrangement has been approved if there are 144 worksite-related concerns. 145 Employees with approved remote work arrangements should not hold business visits or in-146 person meetings with professional colleagues, customers, or the public at alternate work 147 sites; exceptions to this provision must be approved in advance by the department. 148 A remote work arrangement does not convert the alternate work location into a University 149 place of business. 150 E. Equipment, Costs, and Expenses 151 152 Except as set forth below, employees must provide their own computer, telephone, telephone 153 service, internet connection, and any other equipment necessary to facilitate the remote work 154 arrangement, unless otherwise expressly agreed to and approved. The University does not 155 assume responsibility for the cost of employee-provided equipment or its repair or service. 156 157 The University will supply IT equipment, non-IT equipment, and office supplies, at its 158 discretion, only for the employee's primary Assigned Work Location, be it on-campus or 159 remote. The University will not reimburse employees for out-of-pocket expenses for 160 materials and supplies that are normally available at the employee's assigned work location. 161 Any additional equipment is the responsibility of the employee. There will be no 162 reimbursement for printing, cell phone, internet or home-office furniture set up. Except as 163 provided above, all costs, whether relating to the initial set-up or the maintenance of an

alternate work location, will be borne by the employee. The University does not assume

responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes or other alternative work locations.

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Departments are not prohibited from using University funds for reasonable expenses that are necessary to facilitate the remote work arrangement, if there is a legitimate business need and adequate funding exists. Such expenses must be consistent with existing University policies regarding purchasing and business expenditures and equitable across employee groups.

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When available, and at its discretion, departments a may issue University-owned equipment to an employee for use in remote work arrangements; however, the equipment is to be used only by the employee to perform authorized University business. When University-owned equipment is issued to an employee for remote work, the employee is responsible for protecting it from theft, damage, and unauthorized use. University-issued equipment used in the normal course of employment will continue to be supported by the department. Employees must utilize all equipment in accordance with all University and OIT Policies and

Procedures. 181

F. Accountability and Availability

In general, remote work should not change the regular days and hours that an employee is expected to be working. All employees working remotely are required to submit an application in an approved university system detailing workdays, hours, and location, and must receive approval prior to commencing their remote work schedules. Such arrangements must be revisited and approved on a yearly basis. If it is found that an employee is not performing work during the remote work hours, or is not at their designated Alternate Work Location during remote work hours, their flexible work agreement can be revoked.

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An employee with an approved remote work arrangement shall be available for communication and contact during the scheduled workday, regardless of work location. An employee with an approved remote work arrangement shall report to the regularly assigned work location on non-remote workdays. In addition, supervisors may require that on a regular remote workday an employee must report to the regularly assigned work location or elsewhere as needed for work-related meetings or other events. In that event, the supervisor should give the employee as much notice as is practicable.

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Employees with approved remote work arrangements must adhere to the established standards and protocol relating to information protection, security, and technology. Failure to adhere to the standards and protocol may result in revocation of the University Remote Work

Agreement and appropriate disciplinary action.

G. Assessment

Certain adaptations may be necessary in how supervisors communicate expectations and 202 assignments, and provide ongoing assessment and feedback, due to the fact that the employee 203 with approved remote work arrangement is not always physically present in the regular 204 Assigned Work Location. The supervisor and the employee with approved remote work 205 arrangement should agree upon a workable means for delivering such information, such as 206 regular meetings or status emails. Likewise, supervisors should also review and/or revise the 207

208 209	criteria that will be utilized for annual performance appraisals where applicable. Such criteria should be clearly defined and measurable in terms of quantity, quality, or time to complete.
210	III. Flexible Work Schedules
211 212	The definitions for all terms utilized in this section are the same as those utilized in the Definitions section above unless otherwise noted.
213	A. Forms of Flexible Work Schedules
214	1. Flex Workday
215	The features of a Flex Workday are as follows:
216 217 218	a. A variable daily schedule with a pre-defined start and end time that may differ from the regularly scheduled workday but revolves around a fixed number of hours, which may vary by employee; or
219 220	b. A spilt schedule whereby an employee works a full workday with a specific number of hours in two or more periods; and
221	c. A meal break of at least thirty (30) consecutive minutes.
222	2. Compressed Workweek
223	a. Features of a Compressed Workweek
224 225 226 227	i. A regularly-repeating weekly, or bi-weekly, schedule that is shorter than five uniform and consecutive days in one workweek, or ten uniform and consecutive days in two workweeks, respectively;
228 229 230	ii. A regular workweek (e.g., 35, 37.5 or 40 hours) that is executed over the shortened period of time so that there are fewer but longer days in the new workweek(s);
231 232	iii. A workday that is for a specific number of hours, not including a meal break, during which the employee must be at work;
233	iv. A meal break of at least thirty (30) consecutive minutes; and
234 235 236 237 238	v. One regularly-scheduled day off that the employee receives as a result of the compression of the workweek(s). The regularly scheduled day off may be any day during such workweek(s), mutually agreed upon by the employee and their supervisor, which shall repeat with regularity.
239	b. Examples of Compressed Workweek Arrangements
240 241 242	i. 4&1 Compressed Workweek Arrangement: In a 4&1 Compressed Workweek Arrangement, the employee will work four (4) days and receive one (1) regularly scheduled day off in each
242	workweek.

An employee who is in a 35-hour per week position and who is 244 placed on a 4&1 Compressed Workweek Arrangement will work 245 four 8.75 days per workweek. 246 An employee who is in a 37.5-hour per week position and who is 247 placed on a 4&1 Compressed Workweek Arrangement will work 248 four 9.38-hour days per workweek. 249 An employee who is in a 40-hour per week position and who is 250 placed on a 4&1 Compressed Workweek Arrangement will work 251 four 10-hour days per workweek. 252 ii. 9&1 Compressed Workweek Arrangement: In a 9&1 253 Compressed Workweek Arrangement, the employee will work 254 nine (9) days and receive one (1) regularly scheduled day off in 255 every two consecutive workweeks. A 9&1 Compressed Workweek 256 Arrangement must correlate with an employee's pay period as 257 defined in the Definitions section above. A 9&1 Compressed 258 Workweek Arrangement is not available to overtime-eligible 259 employees. 260 NL employees: NL employees have a minimum average workweek 261 of 37.5 hours. Accordingly, an NL employee who is placed on a 262 9&1 Compressed Workweek Arrangement will work nine days of 263 at least 8.33 hours per two consecutive workweeks. 264 N4 employees: N4 employees are required to work a minimum of 265 40 hours per workweek because their primary function is to 266 directly supervise non-exempt, 40-hour, fixed workweek 267 employees. Accordingly, an N4 employee who is placed on a 9&1 268 Compressed Workweek arrangement will work nine 8.9- hour days 269 per two consecutive workweeks. 270 B. Flexible Work Arrangements for Part Time Employees 271 Compressed Workweek and Flex Workday Arrangements can be implemented for part-272 time employees by following the same guidelines set forth in section A above, prorated 273 according to the employee's part-time percentage. 274 C. Holidays and other Paid Leave Days 275 1. The value of a holiday or paid leave day is equal to 1/5 of the employee's 276 regular workweek. 277 2. If a holiday falls, or paid leave day is taken, on an employee's regularly 278 scheduled day of work, the employee shall receive the day off. If due to the 279 Compressed Workweek Arrangement the length of the employee's workday is 280 greater than the value of the holiday or paid leave day, the difference must be 281 charged to another form of time or to leave without pay. 282

283	3. If a holiday falls on an employee's regularly scheduled day off, the employee
284	shall receive an alternate day off within the same workweek. If due to the
285	Compressed Workweek Arrangement the length of the employee's workday is
286	greater than the value of the holiday, the difference must be charged to another
287	form of time or to leave without pay.
288	4. If an employee is directed to work on a holiday, the employee shall receive pa
289	for the holiday. Additionally, if non-exempt, the employee shall receive time-an

- for the holiday. Additionally, if non-exempt, the employee shall receive time-andone-half premium pay for all hours worked on such holiday.
- 5. Current University policies for recording holiday time remain applicable.

IV. Process

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Approval of flexible work arrangements must follow the established processes as set forth by the University.

If an employee's request for a flexible work arrangement is denied, a written explanation shall be provided to the employee along with the notice of denial. The Department Needs Assessment and Team Agreement may serve as the written explanation.

If a flexible work arrangement request cannot be supported given the results of the Department Needs Assessment and Teams Agreement, an employee may still submit the request into the Flexwork@RU System. The employee must attest to understanding the department operational needs, wants to submit a request based on specific circumstances, and provides supporting details for the request in the Flexwork@RU System. Department Heads will need to review the application and make a determination if the flexible work arrangement can be supported based on the additional details provided by the employee.

Any requests for a reasonable accommodation must be submitted to the Office of Employment Equity in University Human Resources.

A University Flexible Work Agreement may be discontinued by either the employee or the department upon written notice via email or some other method. Departments should give a minimum of fourteen (14) calendar days' notice of discontinuance unless extenuating circumstances make such notice impracticable. The employee should give as much notice as is reasonably necessary to facilitate resumed reporting to the work location.

V. This Article supersedes and replaces any current and existing articles in the signatories' 316 collective negotiations agreements related to flexible work arrangements (if any), including but 317 not limited to flexible work schedules and remote work. 318

VI. Dispute Resolution

- Grievances alleging a violation of a University or Department's substantive determination under 320
- this Article shall be concluded at the step of the grievance procedure with the Office of 321
- University Labor Relations as set forth in the applicable collective negotiations agreement and 322
- shall not be eligible for arbitration. If a grievance alleging a violation of the definitions or 323

processes of this Article proceeds to arbitration, an arbitrator's remedial authority is limited to directing the University to comply with this Article's definitions and processes. 21

1 2 3	Key:	Regular text is language the parties agree upon. <u>Bold/underline</u> and strikethrough is Rutgers' 7/29/24 proposal.
4		Article 52 – Term
5		
6	This A	Agreement shall be effective from July 1, <u>2024</u> 2018 until 12:00 midnight on June 30,
7	2028	
8		Agree: Agree/
9		Jany L. Woodfrow
10		Julie Cartegna-Jones Terry Woodrow
11		1/29/24
12		Date
13		Laturkia Hami
14		Lakishia Hamm,
15		1/29/2024
16		Date '
17		Miller anger
18		Maureen Camper
19		7.29.24
20		Date



Office of University Labor Relations Rutgers, The State University of New Jersey Liberty Plaza 335 George Street, Suite 2200 New Brunswick, NJ 08901-8554 p. 848-932-1813 f. 732-932-0018

October 17, 2024

Maureen Camper President, AFSCME Local 1761

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

Dear Maureen,

The parties agree to meet within 45 days of ratification of this Agreement in order to negotiate/discuss Leave of Absence articles: Article 15-

Pregnancy/Childbirth/Adoption/Child Care Leave, Article 17 – Leave of Absence without Pay, and Article 50 – Federal Family and Medical Leave, New Jersey Family Leave, New Jersey SAFE Act Leave.

Please indicate your agreement below.

Thank you,

Julie Cartegna-Jones

Sr. Labor Relations Specialist

Rutgers University Office of University Labor Relations

Maureen Camper

President, AFSCME Local 1761

10.17.24

Date

Maureen Camper President, AFSCME Local 1761

Re: Letter Agreement to Continue Discussions regarding ELRA Uniforms

Dear Maureen,

The parties agree to meet within 45 days of ratification of this Agreement in order to discuss clothing, including footwear, that may be required by the University at the Early Learning Research Academy (ELRA).

Please indicate your agreement below.

Thank you,

Julie Cartegna-Jones

Sr. Labor Relations Specialist

Rutgers University Office of University Labor Relations

Maureen Camper President, AFSCME Local 1761 Date

Proposal to AFSCME Local 1761 and AFSCME Local 888

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:

- 1. 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.
- §O. 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

For AFSCME Local \$88

Time of Monophy 12 22

ung L. Wormspow 12-27-23

Appendix D

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

SALARY TABLE: AFSCME LOCAL 1761

FISCAL DAYS: 261

DANOE	OTED		2	3	4	5	6	7	8	9
RANGE	STEP	1	2	3	4	3			0	
5	ANNL	26168.05	27247.13	28325.11	29385.62	30461.42	31531.76	32597.72	33853.91	34937.38
J	BIWK	1002.61	1043.95	1085.25	1125.89	1167.10	1208.11	1248.95	1297.08	1338.60
	35HR	14.32	14.91	15.50	16.08	16.67	17.26	17.84	18.53	19.12
	40HR	12.53	13.05	13.57	14.07	14.59	15.10	15.61	16.21	16.73
6	ANNL	27256.97	28386.35	29514.63	30638.54	31766.82	32890.73	34020.10	35338.61	36460.34
	BIWK	1044.33	1087.60	1130.83	1173.89	1217.12	1260.18	1303.45	1353.97	1396.95
	35HR	14.92	15.54	16.15	16.77	17.39	18.00	18.62	19.34	19.96
	40HR	13.05	13.59	14.14	14.67	15.21	15.75	16.29	16.92	17.46
7	ANNL	28408.21	29587.87	30767.55	31955.96	33131.25	34316.38	35500.42	36886.72	38070.77
	BIWK	1088.44	1133.64	1178.83	1224.37	1269.40	1314.80	1360.17	1413.28	1458.65
	35HR	15.55	16.19	16.84	17.49	18.13	18.78	19.43	20.19	20.84
	40HR	13.61	14.17	14.74	15.30	15.87	16.44	17.00	17.67	18.23
						0.1800.10	0500100	07070 00	00504.00	20702 40
8	ANNL	29609.74	30851.73	32095.90	33336.79	34586.43	35824.03	37070.39	38521.20	39763.18
	BIWK	1134.47	1182.06	1229.73	1277.27	1325.15	1372.57	1420.32	1475.91	1523.49 21.76
	35HR	16.21	16.89	17.57	18.25	18.93	19.61	20.29 17.75	21.08 18.45	19.04
	40HR	14.18	14.78	15.37	15.97	16.56	17.16	17.75	10,43	13.04
		20060 22	32176.80	33476.73	34786.50	36084.24	37386.36	38696.13	40204.87	41511.37
9	ANNL	30869.22 1182.73	1232.83	1282.63	1332.82	1382.54	1432.43	1482.61	1540.42	1590.47
	BIWK	16.90	17.61	18.32	19.04	19.75	20.46	21.18	22.01	22.72
	35HR	14.78	15.41	16.03	16.66	17.28	17.91	18.53	19.26	19.88
	40HR	14.70	10.41	10.00	10.00	17.20	17.01			
40	ANNL	32194.29	33558.72	34926.44	36300.72	37668.43	39030.68	40392.92	41996.79	43363.40
10	BIWK	1233.50	1285.77	1338.18	1390.83	1443.23	1495.43	1547.62	1609.07	1661.43
	35HR	17.62	18.37	19.12	19.87	20.62	21.36	22.11	22.99	23.73
	40HR	15.42	16.07	16.73	17.39	18.04	18.69	19.35	20.11	20.77
	401110									
11	ANNL	33590.44	35021.56	36457.05	37889.28	39324.77	40760.27	42184.83	43865.23	45297.45
•••	BIWK	1286.99	1341.82	1396.82	1451.70	1506.70	1561.70	1616.28	1680.66	1735.53
	35HR	18.39	19.17	19.95	20.74	21.52	22.31	23.09	24.01	24.79
	40HR	16.09	16.77	17.46	18.15	18.83	19.52	20.20	21.01	21.69

DANCE	CTED	20 2 S								
RANGE	STEP	1	2	3	4	5	6	7	8	9
12	ANNL	35044.52	36549.99	38052.17	39562.02	41063.11	42569.68	44065.31	45823.33	47327.70
12	BIWK	1342.70	1400.38	1457.94	1515.79	1573.30	1631.02	1688.33	1755.68	1813.32
	35HR	19.18	20.01	20.83	21.65	22.48	23.30	24.12	25.08	25.90
	40HR	16.78	17.50	18.22	18.95	19.67	20.39	21.10	21.95	22.67
	40111		11100	10.22	10.00	10.07	20.00	21.10	21.00	22.01
13	ANNL	36574.04	38150.57	39739.13	41321.13	42904.22	44488.41	46072.59	47923.55	49502.26
	BIWK	1401.30	1461.71	1522.57	1583.18	1643.84	1704.54	1765.23	1836.15	1896.64
	35HR	20.02	20.88	21.75	22.62	23.48	24.35	25.22	26.23	27.09
	40HR	17.52	18.27	19.03	19.79	20.55	21.31	22.07	22.95	23.71
14	ANNL	38183.37	39843.00	41503.71	43163.33	44826.24	46486.96	48156.41	50082.81	51755.54
	BIWK	1462.96	1526.55	1590.18	1653.77	1717.48	1781.11	1845.07	1918.88	1982.97
	35HR	20.90	21.81	22.72	23.63	24.54	25.44	26.36	27.41	28.33
	40HR	18.29	19.08	19.88	20.67	21.47	22.26	23.06	23.99	24.79
15	ANNL	39868.14	41609.76	43350.29	45103.93	46837.90	48586.09	50335.36	52357.96	54100.67
	BIWK	1527.51	1594.24	1660.93	1728.12	1794.56	1861.54	1928.56	2006.05	2072.82
	35HR	21.82	22.77	23.73	24.69	25.64	26.59	27.55	28.66	29.61
	40HR	19.09	19.93	20.76	21.60	22.43	23.27	24.11	25.08	25.91
16	ANNL	41640.37	43478.20	45317.13	47147.31	48986.23	50820.79	52649.87	54797.10	56633.84
	BIWK	1595.42	1665.83	1736.29	1806.41	1876.87	1947.16	2017.24	2099.51	2169.88
	35HR	22.79	23.80	24.80	25.81	26.81	27.82	28.82	29.99	31.00
	40HR	19.94	20.82	21.70	22.58	23.46	24.34	25.22	26.24	27.12
17	ANNL	43504.44	45435.21	47364.87	49289.07	51213.27	53140.76	55070.42	57319.34	59246.81
	BIWK	1666.84	1740.81	1814.75	1888.47	1962.19	2036.04	2109.98	2196.14	2269.99
	35HR	23.81	24.87	25.92	26.98	28.03	29.09	30.14	31.37	32.43
	40HR	20.84	21.76	22.68	23.61	24.53	25.45	26.37	27.45	28.37
			SECULAR CONFIDENCE IN CONFIDENCE							
18	ANNL	45466.91	47484.04	49505.55	51531.42	53547.46	55564.59	57589.37	59939.96	61962.56
	BIWK	1742.03	1819.31	1896.76	1974.38	2051.63	2128.91	2206.49	2296.55	2374.04
	35HR	24.89	25.99	27.10	28.21	29.31	30.41	31.52	32.81	33.91
	40HR	21.78	22.74	23.71	24.68	25.65	26.61	27.58	28.71	29.68
		47500 40	10007.00	F4704 04	50007.40	E0000 10				
19	ANNL	47523.40	49637.83	51761.01	53887.48	56008.48	58120.72	60243.90	62721.31	64836.84
	BIWK	1820.82	1901.83	1983.18	2064.65	2145.92	2226.85	2308.20	2403.12	2484.17
	35HR	26.01	27.17	28.33	29.50	30.66	31.81	32.97	34.33	35.49
	40HR	22.76	23.77	24.79	25.81	26.82	27.84	28.85	30.04	31.05
20	ANINII	49673.92	51007 51	5/12/ EG	56260 47	E0E0E 04	60047.00	00055.00	05050 50	07000 57
20	ANNL		51907.51	54134.56	56368.17	58595.21	60817.88	63055.86	65653.53	67880.57
	BIWK	1903.22 27.19	1988.79	2074.12	2159.70	2245.03	2330.19	2415.93	2515.46	2600.79
	35HR	23.79	28.41	29.63 25.03	30.85	32.07	33.29	34.51	35.94	37.15
	40HR	23.18	24.86	25.93	27.00	28.06	29.13	30.20	31.44	32.51



Rutgers, The State University of New Jersey

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

Salary Table: 235 and 240 – AFSCME Local 1761

Effective Date: JANUARY 1, 2024

RANGE				
		Introductory Rate	Job Rate I	Job Rate II
05	ANNL	31,470.40	31,470.40	34,937.38
	BIWK	1210.40	1210.40	1343.75
	35HR	17.29	17.29	19.20
	40HR	15.13	15.13	16.80
06	ANNL	31,470.40	31,766.82	36,460.34
	BIWK	1210.40	1221.80	1402.32
	35HR	17.29	17.45	20.03
	40HR	15.13	15.27	17.53
07	ANNL	31,470.40	33,131.25	38,070.77
	BIWK	1210.40	1274.28	1464.26
	35HR	17.29	18.20	20.92
	40HR	15.13	15.93	18.30
08	ANNL	31,470.40	34,586.43	39,763.18
	BIWK	1210.40	1330.25	1529.35
	35HR	17.29	19.00	21.85
	40HR	15.13	16.63	19.12
09	ANNL	31,470.40	36,084.24	41,511.37
	BIWK	1210.40	1387.86	1596.59
	35HR	17.29	19.83	22.81
	40HR	15.13	17.35	19.96

RANGE				
		Introductory Rate	Job Rate I	Job Rate II
10	ANNL	32,194.29	37,668.43	43,363.40
	BIWK	1238.24	1448.79	1667.82
	35HR	17.69	20.70	23.83
	40HR	15.48	18.11	20.85
11	ANNL	33,590.44	39,324.77	45,297.45
4.4	BIWK	1291.94	1512.49	1742.21
	35HR	18.46	21.61	24.89
	40HR	16.15	18.91	21.78
12	ANNL	35,044.52	41,063.11	47,327.70
	BIWK	1347.87	1579.35	1820.30
	35HR	19.26	22.56	26.00
	40HR	16.85	19.74	22.75
13	ANNL	36,574.04	42,904.22	49,502.26
	BIWK	1406.69	1650.16	1903.93
	35HR	20.10	23.57	27.20
	40HR	17.58	20.63	23.80
14	ANNL	38,183.37	44,826.24	51,755.54
	BIWK	1468.59	1724.09	1990.60
	35HR	20.98	24.63	28.44
	40HR	18.36	21.55	24.88
15	ANNL	39,868.14	46,837.90	54,100.67
	BIWK	1533.39	1801.46	2080.80
	35HR	21.91	25.74	29.73
	40HR	19.17	22.52	26.01
16	ANNL	41,640.37	48,986.23	56,633.84
	BIWK	1601.55	1884.09	2178.22
	35HR	22.88	26.92	31.12
	40HR	20.02	23.55	27.23

RANGE				
		Introductory Rate	Job Rate I	Job Rate II
17	ANNL	43,504.44	51,213.27	59,246.81
	BIWK	1673.25	1969.74	2278.72
	35HR	23.90	28.14	32.55
	40HR	20.92	24.62	28.48
18	ANNL	45,466.91	53,547.46	61,962.56
	BIWK	1748.73	2059.52	2383.18
	35HR	24.98	29.42	34.05
	40HR	21.86	25.74	29.79
				1
19	ANNL	47,523.40	56,008.48	64,836.84
	BIWK	1827.82	2154.17	2493.72
	35HR	26.11	30.77	35.62
	40HR	22.85	26.93	31.17
20	ANNL	49,673.92	58,595.21	67,880.57
	BIWK	1910.54	2253.66	2610.79
	35HR	27.29	32.20	37.30
	40HR	23.88	28.17	32.63