

# Memorandum of Agreement

**June 26, 2023**

Agreement made this 26<sup>th</sup> day of June 2023 by and between Communications Workers of America, Local 1040 (“CWA Local 1040”) and Rutgers, The State University of New Jersey (“Rutgers”);

WHEREAS, CWA Local 1040 and Rutgers are parties to a collective negotiations agreement covering the period July 1, 2022 to June 30, 2026 (“CNA”); and

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

WHEREAS, the parties have reached agreement on terms and conditions for a new labor contract subject to ratification by CWA Local 1040 membership and approval by Rutgers; and

WHEREAS, the negotiating committees for CWA Local 1040 and Rutgers agree to recommend this agreement for ratification and approval;

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

## **ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

### **3.04 Lateral Transfers/Reassignment:**

#### **Involuntary Lateral Transfers/Reassignment**

An involuntary lateral transfer/reassignment is the movement of a staff member from one job assignment to another within such staff member’s job classification and within his/her department. Such lateral transfer/reassignment **shall be within the staff member’s current region when operationally feasible.**

**The regions within UHC which are in effect for lateral transfer/reassignment are:**

**(1) Northern Facilities: ADTC/STU, East Jersey State Prison, Edna Mahan/Mountainview, Northern State Prison**

**(2) Central Facilities: NJ State Prison, Garden State Youth Correctional Facility, Mid State, all JJC facilities**

**(3) Southern Facilities: Southwoods, Bayside**

[REMAINDER OF ARTICLE UNCHANGED]

## **ARTICLE 4. EMPLOYEE STATUS**

### **4.06 Seniority:**

#### ***1. Bumping and Recall Rights***

A regular employee affected by a layoff may fill a vacancy **anywhere UCHC provides services** first. **If a vacancy is not available anywhere UCHC provides services, a regular employee may** exercise bumping rights within his/her job classification or to a previously held job title on a unit **within his/her region, unless no such positions are available in that region, in which case bumping rights may be exercised in the next closest geographic region,** provided the employee meets the requirements for the position. Bumping rights shall be exercised in accordance with current University policy.

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

**(1) Northern Facilities: ADTC/STU, East Jersey State Prison, EdnaMahan/Mountainview, Northern State Prison**

**(2) Central Facilities: NJ State Prison, Garden State Youth Correctional Facility, Mid State, all JJC facilities**

**(3) Southern Facilities: Southwoods, Bayside**

Bumps shall be only within a job title within UCHC or to the immediate prior job title within UCHC. Staff members shall be able to exercise bumping rights provided that they meet the requirements for the position.

[REMAINDER OF ARTICLE UNCHANGED]

## **ARTICLE 5. WORK TIME**

### **5.07 Inclement Weather:**

If a 1040 bargaining unit member is designated essential and required to work during an adverse weather event, the unit member shall be compensated pursuant to University policy 60.1.29. Salaried employees, who are designated as essential and required to work during Delayed Openings, Closure/Weather Emergency, Closure/Emergency Curtailment of Operations, shall be granted compensatory time off on an hour-for-hour basis. Hourly staff shall be compensated at two (2) times their regular pay for the hours worked or if the employee worked overtime, s/he is entitled to two and one half (2 1/2) times the regular rate of pay. **Any titles that were not deemed essential prior to March 2020, and which were subsequently deemed essential due**

**to the COVID-19 pandemic, shall return to their prior status as non-essential. Notwithstanding the above, management retains the right to determine who is an essential employee.**

[REMAINDER OF ARTICLE UNCHANGED]

## **ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED**

### **7.01 Holiday Designation:**

All Full Time staff members will be entitled annually to **nine (9)** holidays. Part Time staff members will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The **nine (9)** holidays are:

New Year's Day  
Memorial Day  
Independence Day  
Day after Thanksgiving

Martin Luther King's Birthday  
**Juneteeth (to be observed annually on the third Friday of June, or as otherwise observed by the State of New Jersey Department of Corrections)**  
Labor Day  
Thanksgiving Day  
Christmas

**Employees who wish to observe religious or cultural holidays, or Veterans' Day, may do so by charging such absence to their yearly vacation or personal holiday allowance, or to administrative leave in accordance with those leave provisions and such requests shall not be unreasonably denied.**

[REMAINDER OF ARTICLE UNCHANGED]

## **ARTICLE 13. DISCIPLINE:**

### **13.02 Grievance Procedure**

#### *Step Two:*

The grievance may be appealed by written notice to the Senior Vice President for Human Resources and Organizational Effectiveness of the University or his/her representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

The Senior Vice President for Human Resources and Organizational Effectiveness or his/her representative **shall** convene a hearing within twenty-one (21) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The staff member may be represented at such hearing by the Union representative, Local Union

Chairperson or designee. The Step Two grievance hearing will be held at one of the three campus Human Resource offices. The Senior Vice President for Human Resources and Organizational Effectiveness or his representative **shall** render a decision within twenty-one (21) calendar days from the date of the conclusion of the hearing.

In the event that there is no response **within seven (7) days** by the University **to schedule the Step Two grievance hearing, the Union may pursue the grievance directly to the Vice President of Labor Relations or his/her representative, who shall hold a hearing and follow the procedures established in the previous paragraph.**

**Alternatively**, in the event that there is no response by the **Vice President of Labor Relations** or his/her representative, it shall be construed as a negative response. **In either event**, thereafter, the Union may pursue the next step of the process, when such step is available under this Article.

[REMAINDER OF ARTICLE UNCHANGED]

### **WAGE PROPOSAL**

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

- a. Fiscal Year 2023
  - i. Effective **July 1, 2022**, a **4.0%** across the board salary increase to base salary provided that the eligible employee<sup>1</sup> is on the University payroll in a negotiations unit position on the payment date.
- b. Fiscal Year 2024
  - i. Effective **July 1, 2023**, a **3.75%** across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.
- c. Fiscal Year 2025
  - i. Effective **July 1, 2024**, a **3.5%** across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.
- d. Fiscal Year 2026
  - i. Effective **July 1, 2025**, a **3.5%** across the board salary increase to base salary provided that the eligible employee is on the University payroll in a negotiations unit position on the payment date.

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

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<sup>1</sup> For negotiations unit members to be considered an “eligible employee” for purposes of the salary increases set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i, such negotiation unit members must be a negotiations unit member on June 30 of the same year as the effective date of payment of the salary increase set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i. Additionally, for negotiations unit member, the salary increase shall be based on the negotiations unit member’s salary as of June 30 of the same year as the effective date of payment of the salary increase set forth in sub-paragraphs 2.a.i, 2.b.i, 2.c.i and 2.d.i.

**SIDE LETTER**

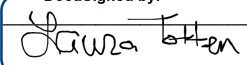
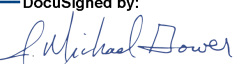
The respective rights and defenses of Plaintiffs and Rutgers in the ongoing litigation captioned Bost, et al. v. Rutgers, the State University of New Jersey, Docket No. ESX-L-5190-21 (the “Litigation”) are expressly preserved. Unless expressly released, both Rutgers and Plaintiffs reserve their respective rights, including but not limited to the right to pursue any legal remedies and the right to defend against any and all claims in the Litigation or otherwise.

**Joint Table Issue**

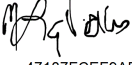
*(e.g., Health and Safety (ARTICLE 11), Telework, Healthcare Benefits)*

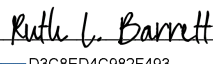
**This Memorandum of Agreement represents the entire agreement of the parties in connection with their negotiations. Any and all proposals and counterproposals not contained herein are deemed withdrawn, void, and without further effect. All information requests presented by the Union relating to negotiations for the CNA are deemed to be withdrawn.. All other articles from the 2018-2022 CNA not changed by this MOA shall remain unchanged in the 2022-2026 agreement. No other agreement, whether written or oral, between the parties shall be enforceable unless mutually agreed upon. This Agreement is subject to ratification by the members of CWA Local 1040 negotiations unit employed by Rutgers.**

For Rutgers, The State University


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For the CWA Local 1040

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