

MEMORANDUM OF AGREEMENT

Agreement made this __ day of May 2023 by and between Rutgers Council of AAUP-AFT – Chapters - EOF (“EOF”) and Rutgers, The State University of New Jersey (“Rutgers”):

WHEREAS, EOF and Rutgers are parties to a collective negotiation 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; and

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

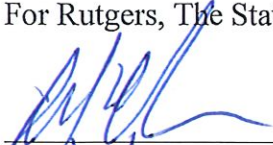
WHEREAS, the negotiating committees for EOF and Rutgers agree to recommend this agreement for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein set forth the parties agree to the attached provisions.

1. Except as herein modified, the terms and conditions set forth in the CNA that expired on June 30, 2022 shall remain in full force and effect.
2. TERM – July 1, 2022 through June 30, 2026.
3. ARTICLE 2 RECOGNITION – See attached Tentative Agreement.
4. ARTICLE 8 SALARY – See attached Tentative Agreement.
5. ARTICLE 11 BEREAVEMENT – See attached Tentative Agreement.
6. ARTICLE 12 HOLIDAYS – See attached Tentative Agreement.
7. ARTICLE 22 POSITION CLASSIFICATION REVIEW – See attached Tentative Agreement.
8. NEW ARTICLE PARKING – See attached Tentative Agreement.
9. EQUITY REVIEW OF COUNSELORS – See attached Side Letter Agreement.
10. CASTE DISCRIMINATION – See attached Side Letter Agreement.

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 Any and all proposals and counter-proposals not contained herein are deemed withdrawn, void and without further effect. All information requests presented by the Union relating to negotiations for the CNA are deemed to be withdrawn. 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 EOF negotiations unit employed by Rutgers.


For Rutgers, The State University



5/1/2023

Date:

For the AAUP-AFT-EOF



5/1/2023

Date:

Article 2 – Recognition

1. Rutgers recognizes the Union as the sole and exclusive negotiations representative of counselors, as defined below, for wages, hours, and terms and conditions of employment as that concept is defined by law.
2. The terms “counselor” and “counselors” as used herein shall include all regular full-time counselors employed in the job titles EOF Senior Counselor and EOF Counselor, and in such other job titles as the parties hereto may later agree to include, but shall exclude all faculty members and all other employees employed by Rutgers, and all probationary employees, confidential employees, managerial executives, police employees, craft employees, supervisors, and all other employees pursuant to the Act.
3. All counselors are probationary employees for the first ninety (90) calendar days of their employment.
4. **Acting Appointment - employees covered under this agreement shall be eligible for acting appointments and related compensation as set forth in University Policy Library Section 60.4.7-Acting Appointment-Administrative and Managerial, Professional, Supervisory and Confidential (MPSC) Staff. The employee shall be provided with a written copy of the Acting Appointment Form. If the Acting Appointment Form is not provided, the employee will not be responsible for performing the higher-level duties.**

REN
lll

Article 8 – Salary

Minimums and maximums of all bargaining unit positions as defined in Article 2 shall be adjusted to reflect negotiated across-the-board increases. Employees whose proposed salary increase would put them above the maximum salary for their salary grade shall receive a one-time bonus for the amount of a proposed increase that exceeds the maximum salary for the grade.

The salary increases set forth below are applicable to the fiscal years specified below. No salary increases will be granted subsequent to 2022-2026 unless agreed to by the parties. Salary increases are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement.

PART ONE

FISCAL YEAR 2022-2023

Effective July 1, 2022, eligible EOF unit employees shall receive an across-the-board lump sum increase to base salary of \$5,035. To be eligible for this payment, members of the unit must have been on the University's payroll in an EOF negotiations unit position on July 1, 2022, and continue to be on the payroll in an EOF negotiations unit position on the date of payment. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2023-2024

Effective July 1, 2023, eligible EOF unit employees shall receive an across-the-board salary increase in the amount of 3.5%. To be eligible for this payment, members of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2023, and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2024-2025

Effective July 1, 2024, EOF unit employees shall receive an across-the-board salary increase in the amount of 3.5%. To be eligible for this payment, members of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2024, and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

FISCAL YEAR 2025-2026

Effective July 1, 2025, EOF unit employees shall receive an across-the-board salary increase in the amount of 3.5%. To be eligible for this payment, members

of the unit must be on the University's payroll in an EOF negotiations unit position on June 30, 2025, and continue to be on the payroll in an EOF negotiations unit position on the payment date of the increase. The annual base salaries of record for all unit members will be adjusted accordingly.

PART TWO

APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

The Fiscal Emergency (including the Subject to) language shall remain unchanged in the CNA and shall not be invoked with regard to any of the economic provisions of this Article provided for in Fiscal Years 2023, 2024, and 2025.

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency.¹ If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

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

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days' notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days' notice, upon request of the AAUP-AFT negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

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

- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
 - The audited financial statements for the prior fiscal year;
 - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
 - Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
 - Quarterly Statement of Cash Flows (Statement of Cash Flows);
 - Unaudited End of Year financial statements for the statements listed above;
 - University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
 - The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.
 - The AAUP-AFT may request in writing additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.
3. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a grievance pursuant to paragraph 5 below.
 4. The AAUP-AFT agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.
 5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-AFT may file a grievance under Article 5 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.
 6. 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 Part Two of Article 8. 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.

RIC


Article 11 – Bereavement Leave

A counselor who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, step mother, step father, child, step child, ward, foster child, foster mother, foster father, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, any relative of the employee residing in the employee's household, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step sister, or step brother may charge up to three (3) days for such absence to attend the funeral or for mourning. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to bereavement leave. All bereavement leave must be utilized within 120 calendar days from the date of death **but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. A department may require verification.**

If an employee requests to use available vacation time to extend the bereavement leave, it will not be unreasonably denied.

RICH
[Signature]

Article 12 – Holidays

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's Birthday, Memorial Day, **Juneteenth (to be observed annually on the third Friday of June)**, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one full holiday or two half holidays during the year-end holiday season, three (3) other holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual counselor. Counselors shall be eligible for the personal holidays after six (6) months of employment and the rules for its use will be governed by those applicable to Administrative Leave.

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

Rick
RJR

Article 22 – Position Reclassification Review

A counselor, or a group of counselors in the same program functioning under the same CARF, who believes that their duties have changed significantly may initiate a request for a review of their position. If a group of counselors in the same program functioning under the same CARF submit a request to review their position, each counselor participating in the group submission must be identified on the request. Such request for review may be submitted by the counselor(s) to University Human Resources provided that the department concurs that the job description is accurate and that the department requires that the duties described be performed. The request must be made on forms designed by the University and must follow the University's process for submission. A minimum of twelve (12) months must elapse before a request can be made to reevaluate a previously evaluated position. All counselor requests shall receive an email acknowledgement of receipt within five working days.

Human Resources will complete such review within nine (9) weeks of receipt of completed forms by that office.

Human Resources will give the counselor(s) an opportunity to be interviewed during the review process. The counselor(s) will be sent a copy of Human Resources' determination along with the rationale for such determination. OULR shall provide a copy to the union.

Salary adjustment upon reclassification shall be in accord with established University Human Resources' procedures.

The effective date of any reclassification will be the payroll begin date following receipt of the completed request for review materials at the applicable human resources' office.

Rich
AdR

Key: Regular text is Rutgers proposed language submitted on January 23, 2023

~~Bold and strikethrough~~ is Union counter of 1-26-23

BOLD/Underline and Strikethrough is Rutgers' counter on February 16, 2023

New Article ## – Parking

- 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, 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). **For salaries from \$50,000 and above, the rate shall be 20/100th of one percent (.0020). 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 in the last pay period of the previous Fiscal Year. For employees who commence payment of the motor vehicle registration fee after the start of the Fiscal Year, the fee shall be determined by the annual salary at the time of sale.

~~3. For employees working under an approved Flexible Work Plan, the fee shall be prorated based on the number of days on campus per week. For example, an employee working three days on campus per week shall pay sixty percent of the calculated fee in A.1.~~

B. Payroll deductions

1. 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 (as determined above pursuant to paragraph A. 2) 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, **but no later than the next full bi-weekly pay period.** 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.

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.
4. Section B shall be effective July 1, 2023.

C. Daily Parking Passes

1. Employees who do not pay the annual motor vehicle registration fee may shall be able to purchase up to 102 daily parking passes per each Fiscal Year at the rate(s) of \$5 per pass established by the Rutgers Department of Transportation.

2. Employees working under a Flexible Work Plan who are asked or required to report to campus on a remote work day shall be provided a daily parking pass at no cost to the employees.

RICH
[Signature]

Side Letter of Agreement

Equity Review of Fourteen EOF Counselors by University Human Resources

Within forty-five (45) calendar days of ratification of the July 1, 2022 to June 30, 2026, collective negotiations agreement, University Human Resources (“UHR”) will conduct an equity review of the compensation for the fourteen (14) negotiations unit members listed below and provide any recommendations resulting from that review to the unit members’ departments. Any salary increase made as a result of this equity review will be effective the date of ratification of the collective negotiations agreement.

The parties agree that all fourteen (14) negotiations unit members listed below will be included in the equity review notwithstanding any University Policy or procedure which may otherwise render a person ineligible for an equity review. The parties agree that this side letter shall be non-precedential. Except as otherwise provided herein, nothing in this side letter is intended to alter, amend, modify, or otherwise replace any term or provision of any collectively negotiated agreement or any University Policy.

The following negotiations unit members will be part of the equity review conducted pursuant to this side letter:

1. Paula Venable
2. Caroline Waters
3. Lori Van Walters
4. Darlene Brown
5. Jaquil White
6. Harvey Mills
7. Sarah Rubright
8. Hamzah Ghani
9. Tahj Burnette
10. Victor Murphy
11. Patrice Wright
12. Alexandra Vineque
13. Matthew Greene
14. Lisette Mendoza Silva

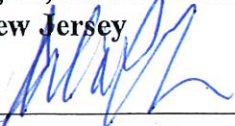
The parties further agree that (1) within thirty (30) calendar days of ratification of collective negotiations agreement, UHR will conduct a secondary review of the in-grade adjustment decision made on or about April 7, 2023, for Tevin King and (2) the effective date of the in-grade adjustment for Alicia Torres (which decision was made on or about April 7, 2023) shall be amended from February 4, 2023 to November 26, 2022.

By signing below, the parties indicate their agreement to the above terms.

**Rutgers, the State University
of New Jersey**

Name:

Date:




5/1/2023

**Rutgers Council of AAUP-AFT
Chapters – EOF**

Name:

Date:



R. Given
5/1/2023

SIDE LETTER ON CASTE DISCRIMINATION

WHEREAS, major public and private universities around the United States have included caste as a protected classification in their non-discrimination policies; and

WHEREAS, the Union has requested to add "caste" as a protected category to the non-discrimination article in the parties' collective negotiations agreement;

THEREFORE, the Union and the University agree as follows:

1. The Union agrees to participate on a Task Force on the inclusion of caste as a protected category in the University's anti-discrimination policies, based on the following description and mission of the Task Force:

Following the conclusion of negotiations, the University agrees to establish a Task Force to examine issues of caste discrimination impacting students and members of negotiations units and the inclusion of "caste" as a protected category in the University's policies on prohibited discrimination and harassment and best practices to address caste discrimination. The task force will be co-chaired by the SVP for Equity, or designee, and a faculty member designated by the AAUP-AFT. In addition to faculty, staff, and student representation, the Task Force also will include representatives from University Human Resources and the University's Office of the Senior Vice President and General Counsel. In addition to the co-chair designated by the AAUP-AFT, the Union may designate another faculty member to serve on the Task Force with respect to the impact of adding caste as a protected category to the employment-related policies on prohibited discrimination and harassment that apply to negotiations unit members. In the event that the University adds caste as a protected category to its anti-discrimination policies, caste shall also be added as a protected category to Article 4 of the AAUP-AFT collective negotiations agreement.

2. In its deliberations about whether to add caste as a protected category to the University's anti-discrimination policies and collective negotiations agreements, the Task Force will consider other instances in which discrimination based on caste has been prohibited, including but not limited to, statutes, policies and collective bargaining agreements.
3. The Task Force shall issue a report, which shall be posted on the University's website.
4. The University acknowledges that negotiations unit members who are alleged victims of caste discrimination related to their employment, currently may file a grievance under Article 9 alleging a violation of Article 4 under other existing protections, including, but not limited to ancestry, national origin, race, and gender. In addition, negotiations unit members who allege that they are victims of harassment based on caste may file a grievance alleging harassment under Section a.2 in Article 9.

 RICH